

**PROFESSIONAL SERVICE AGREEMENT
FOR
DATA MANAGEMENT SERVICES AFTER HURRICANES IRMA AND MARIA**

by and between

CENTRAL RECOVERY AND RECONSTRUCTION OFFICE OF PUERTO RICO

a division within

THE PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY

and

CGI TECHNOLOGIES AND SOLUTIONS INC.

Dated as of June 7, 2018



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**PROFESSIONAL SERVICE AGREEMENT
FOR
DATA MANAGEMENT SERVICES AFTER HURRICANES IRMA AND MARIA**

This Professional Service Agreement (the "Agreement") for Data Management Services after Hurricanes Irma and Maria is made and entered into as of this 7th day of June, 2018 by and between the CENTRAL RECOVERY AND RECONSTRUCTION OFFICE OF PUERTO RICO, a division within the PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY, a public corporation of the Government of Puerto Rico (the "Government"), created and authorized to enter into this Agreement by Act No. 29-2009, as amended (the "CRRO"), and CGI TECHNOLOGIES AND SOLUTIONS INC., a corporation organized and existing under the laws of the State of Delaware with Employer Social Security Number 54-0856778 and represented herein by Vijaya R. Srinivasan, of legal age, married, Senior Vice President, and resident of Charlotte, North Carolina (together with its successors and permitted assigns, the "Provider" and together with the CRRO, the "Parties").

RECITALS

WHEREAS, the Puerto Rico Public Private Partnerships Authority (the "Authority"), by virtue of the powers conferred to it under the Public-Private Partnerships Act, Act No. 29-2009, as amended ("Act 29"), is authorized to engage professional, technical and consulting services that are necessary and convenient to the activities, projects, and operations of the CRRO.

WHEREAS, on February 12, 2018, the CRRO issued a Request for Proposals for Disaster Recover and Data Management Services after Hurricanes Irma and Maria (the "RFP"), attached hereto and made a part hereof as **Appendix A**.

WHEREAS, on February 22, 2018, Provider submitted to the CRRO its response to the RFP (the "Proposal"), attached hereto and made a part hereof as **Appendix B**.

WHEREAS, after considering the Proposal, and evaluating the further needs of the CRRO, the Parties have agreed as to the services to be provided to the CRRO by the Provider.

WHEREAS, the CRRO wishes to engage the Provider to provide the services described in **Appendix A** and **Appendix B**, as further modified in one or more Action Plans jointly approved by the Parties that will be incorporated into and form part this Agreement.

WHEREAS, the Provider is willing to provide such services.

WHEREAS, CRRO is authorized to enter into this Agreement pursuant to Act No. 29-2009, Executive Order No. 2017-65 - Administrative Bulletin No. OE-2017-065, as amended by Executive Order 2017-069, Administrative Bulletin No. OE-2017-069, and Resolutions No. 2017-39 of the Board of Directors of the Authority.

NOW, THEREFORE, the CRRO and the Provider agree to enter into this Agreement under the following:

**ARTICLE I
DEFINITIONS**

Capitalized terms herein will have the meanings given below or in the context in which the term is used, as the case may be

Section 1.1. “Affiliate” of a party means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. As used in this definition, “control” means actual or equitable ownership of a majority of the shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.

Section 1.2. “Change Order” means a written amendment to an Action Plan that is prepared and signed by authorized representatives of both Parties.

Section 1.3. “Contract Documents” means the Agreement (including its attached Appendices) and all Action Plans issued under the Agreement, as well as any amendments or Change Orders to any of them.


Section 1.4. “Deliverables” means any materials to be developed by Provider that are designated in an Action Plan as being subject to a formal acceptance process upon delivery to CRRO. Deliverables may be either Written Deliverables or Software Deliverables.

Section 1.5. “Managed Services” means those hosting and/or operational services which are consistent with the services detailed in the RFP and the Proposal, and are performed under an Action Plan, which are recurring in nature and are the subject of the terms of **Appendix E** hereto.

Section 1.6. “Professional Services” means the consulting, software development, transition, and other professional services which are consistent with the services detailed in the RFP and the Proposal, and are provided by Provider pursuant to an Action Plan.

Section 1.7. “Project Plan” means a document that states in detail the responsibilities of and tasks for each party under a particular Action Plan. The Project Plan, at the time of creation, will be incorporated by reference and made part of the applicable Action Plan. The Project Plan will be updated from time to time as mutually agreed by the Parties, and will supersede all prior Project Plans for the applicable Action Plan.

Section 1.8. “Services” means either Managed Services or Professional Services individually, or collectively, given the context in which it is used.

 **Section 1.9.** “Software Deliverables” means Deliverables that are operational software (a completed system or any module, subsystem or release).

Section 1.10. “Specifications” means a mutually agreed upon document that describes with particularity the functions to be performed by a Software Deliverable and that is designated in the Action Plan under which the Software Deliverable is being developed as the specifications for that Software Deliverable.

Section 1.11. “Action Plan” means a document describing the Services that Provider agrees to perform for the CRRO and any specific terms and conditions for such Action Plan. Each Action Plan will be similar in form to those attached as **Appendix C** and signed by authorized representatives of both Parties.

Section 1.12. “Written Deliverables” mean Deliverables that are documents, such as reports, system designs or documentation.

ARTICLE II PURPOSE OF AGREEMENT; TERM

Section 2.1. Purpose of Agreement. The CRRO engages the Provider to provide the Services requested in the RFP and awarded to Provider through the Notice of Award dated March 6, 2018 as detailed on the Proposal (to the extent requested by the CRRO). In the event that the CRRO desires to engage the Provider to advise the CRRO in any other matter that is not part of the Proposal, the Parties shall negotiate in good faith a separate agreement with respect to such mandate.

Section 2.2. Effective Date and Initial Term. This Agreement shall be effective from its execution and shall remain in effect until June 30, 2021 (the “Expiration Date”). Notwithstanding the foregoing, the aforementioned term should be limited to an initial period of twenty-three (23) days and three (3) periods of 12 calendar months, and each period shall be considered automatically renewed once the CRRO includes in its budget the annual disbursements amounts set forth in each Action Plan attached herein as Appendix C, Initial Action Plans.

ARTICLE III SCOPE OF SERVICES; SUBCONTRACTING

Section 3.1. Scope of Services. Subject to the terms and conditions of this Agreement, the Provider’s Services will be consistent with the provision of the Deliverables or Services described in **Appendix A** and **B**, as further modified in one or more Action Plans entered into by the Parties that will be incorporated into and form part this Agreement.

Section 3.2. Authorization to Perform Services. Each separate project or Provider work assignment will be authorized by the execution of an Action Plan. Each Action Plan will constitute a separate contract between the signing Parties incorporating the terms and conditions of the Agreement by reference. An Action Plan may amend the terms and conditions of the Agreement as they apply to that particular Action Plan, but only if the Action Plan expressly identifies the section(s) that are being amended.



Section 3.3. Affiliates. An Affiliate of the CRRO may order Services from Provider and/or an Affiliate of Provider may agree to provide the Services for the CRRO under an Action Plan. If an Affiliate of the CRRO executes an Action Plan, then for the purposes of that Action Plan the term “CRRO” as used herein and the Action Plan will be interpreted as a reference to CRRO’s Affiliate, rather than to the CRRO itself. If an Affiliate of Provider executes an Action Plan, then for the purposes of that Action Plan the term “Provider” as used in this Agreement and the Action Plan will be interpreted as a reference to the Provider Affiliate, rather than to Provider itself.

Section 3.4. Action Plan Managers. Each Action Plan will identify the “Action Plan Manager” for each party, who will be authorized to give or obtain all information, decisions and approvals for that Action Plan.

Section 3.5. Subcontracting. Except for Provider’s Affiliates, and subcontractors identified in Provider’s Proposal, the Provider shall not subcontract the Services under this Agreement, or contract third-party experts or other persons to render the Services under this Agreement (each, a “subcontractor”), without prior written authorization from the CRRO. A request to hire another service provider shall specify the issues in which the sub-contracted provider would take part. As used in this Agreement, “subcontractor” does not include a party’s suppliers or staffing firms used to supplement a party’s own staff.

ARTICLE IV COMPENSATION

Section 4.1. General. The CRRO will compensate Provider in the amounts and in the manner specified in the applicable Action Plan.

Section 4.2. Services Fees. Each Action Plan will state the method of payment for the Services. If no method of payment is stated in the Action Plan, Provider’s Services will be provided on a time and materials basis at the hourly rates specified in the Proposal. Provider will provide monthly invoices, which shall be due and payable within thirty (30) days of the date of the invoice; provided, however that Provider will provide a 2% prompt payment discount applicable to each hourly rate invoice if paid within ten (10) days of invoice receipt. All fees and expenses are to be paid to Provider in United States Dollars, by electronic funds transfer to an account designated by Provider or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693.

Section 4.3. Invoices. Invoices will be prepared at the appropriate level of detail to support reimbursement of federal dollars to include the number of hours worked by each professional (if applicable), a description of the work performed, and such other detail that may be reasonably required in writing in advance by the CRRO to comply with applicable federal funding expenditure requirements. The CRRO will review the invoices and, if they are in material compliance with the requirements set forth in this Agreement, will proceed with payment. Payment is due upon receipt of a valid invoice. The CRRO reserves the right to conduct the audits it deems necessary, to verify that invoices are in accordance with this Section.



Section 4.4. Disputed Payments. If the CRRO disputes any of the charges on any invoice, it shall notify the Provider of such disputed charges in writing no later than ten (10) business days after the date of the invoice. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Provider and the CRRO shall attempt in good faith to resolve any objection to the invoiced amount within a reasonable time of the Provider's receipt of the notice. If agreement cannot be reached prior to such date, the CRRO shall escalate the dispute to the Executive Director. If the dispute is subsequently resolved in favor of the Provider, the Provider shall re-invoice the disputed amount owed, and the CRRO shall pay all amounts agreed or found to be owing to the Provider within ten (10) days of the date of the reissued invoice. The CRRO shall pay all undisputed amounts. Notwithstanding anything to the contrary herein, the Provider shall have the right to suspend or terminate the performance of Services if payment (whether disputed or not) is not received within thirty (30) business days of the invoice date.

Section 4.5. Late Payment Interest. If the CRRO does not pay an invoice within thirty (30) days after the invoice date, Provider may add an interest charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law if less; this interest will begin to accrue on the day after the payment due date and will accumulate on the outstanding balance on a daily basis until paid in full.

Section 4.6. Travel and Out of Pocket Expenses.

(a) The CRRO will reimburse the Provider on a monthly basis for out of pocket expenses directly related to the Services rendered under this Agreement, including but not limited to travel and lodging, expense of outside counsel, filing fees, taxi fares, delivery expenses, and services such as overnight mail, courier and messenger charges.

(b) Any expense for which a reimbursement is requested shall be reasonable and necessary, and any expenses exceeding \$10,000 individually shall be authorized in writing and in advance by the CRRO. The CRRO will not reimburse expenses which do not comply with this provision. Under no circumstances will expenses for alcoholic beverages be reimbursed.

(c) Any petition for reimbursement of expenses must be accompanied by the corresponding invoice or receipt and shall specify the relation of the expense to the Services rendered. All reimbursements shall be for actual expenses incurred and shall be billed at cost. The total amount of expenses reimbursable pursuant to this clause during the term of this Agreement shall be as specified in each specific Action Plan, provided that the Provider may exceed such amount with the prior written authorization from the Executive Director of the CRRO or any authorized representative (which consent shall not be unreasonably withheld or delayed).

(d) For travel required as part of the Services, the CRRO will reimburse the Provider based on the federal Defense Travel Management Office ("DTMO") per diem guidelines for Puerto Rico as referenced by the U.S. General Services Administration for federal funded travel for Puerto Rico. See the DTMO website

(<http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>) for established rates and travel regulation governing Puerto Rico. Per diem will be paid based on the daily allowance rates established for meals (no receipt will be required for payment of this per diem). Reimbursement for air travel expenses is restricted to coach fares. In the event a scheduled trip is cancelled for reasons not attributable to the Provider, the CRRO will assume the cost of any penalty. The CRRO will not process reimbursements of expenses submitted without the required documentation.

Section 4.7. The applicable provisions of Administrative Bulletin No. OE 2001-73, approved on November 29, 2001 state that the invoices submitted to the directors of agencies and departments in the Executive Branch for payment of personal or professional goods and services rendered, including invoices related to construction works and projects, must contain the following certification to be made by the Provider:

“Under penalty of absolute nullity, I certify, that no public servant from the Government is a party to or has any interest in the revenues or benefits resulting from the contract that is the subject of this invoice. If he/she is party to or has any interest in the revenues or benefits resulting from the Agreement, there would have been a prior waiver. The only consideration for providing goods or services that are the subject of the Agreement was the payment agreed upon with the Government. The amount of this invoice is fair and accurate. The services were rendered and payment for them has not been made.”

ARTICLE V REPRESENTATIONS

Section 5.1. CRRO Personnel, Facilities and Resources. The CRRO represents that it will provide Provider with timely access to appropriate CRRO personnel and will arrange for Provider personnel to have suitable and safe access to CRRO’s facilities and systems. CRRO also represents that it will provide suitable office space and associated resources (office furnishings, equipment, etc., but no computers) for CGI personnel working on-site and will undertake any other responsibilities described in the Action Plan. The Action Plan or the Project Plan will also specify any tasks or activities for which CRRO is responsible and, if applicable, those tasks or activities that will be performed jointly by CRRO and Provider.

Section 5.2. Approvals and Information. CRRO represents that it will respond promptly to any Provider request to provide information, approvals, decisions or authorizations that are reasonably necessary for Provider to perform the Services in accordance with the Action Plan. If neither the Action Plan nor the associated Project Plan specify a period for CRRO’s response, Provider will specify a reasonable time period in the context of the project schedule. Provider’s request may also describe the course of action Provider intends to follow if it does not receive a timely response from CRRO, which may include deemed acceptance of a Deliverable or suspension of the affected Services. Provider will be entitled to follow the described course of action in the absence of a timely response from CRRO. Any subsequent change requested by the CRRO will be subject to mutual agreement and may result in a Change Order.

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Section 5.3. Use and Verification. The CRRO is responsible for the results of using the software, hardware, equipment, Services and Deliverables in its business operations. The CRRO is also responsible for independent verification and testing of such results prior to using them in its business.

Section 5.4. Export Control. The Parties represent and warrant that they will comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Contract Documents is exported or re-exported directly or indirectly in violation of law.

Section 5.5. Pending Actions. Provider represents and warrants that there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, or any order, decree or judgment of any court, governmental agency, or arbitration tribunal that is in progress, pending, or threatened against or relating to Provider or any of its subcontractors or the assets of Provider or its subcontractors that would individually or in the aggregate have a material adverse effect on Provider's ability to perform the obligations contemplated by this Agreement. Without limiting the generality of the representation of the immediately preceding sentence, Provider and its subcontractors are not currently the subject of a voluntary or involuntary petition in bankruptcy, do not presently contemplate filing any such voluntary petition, and are not aware of any intention on the part of any other person, or entity, to file such an involuntary petition against them

ARTICLE VI CONFIDENTIALITY

Section 6.1. Confidential Information. "Confidential Information" means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under the Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information also includes the Contract Documents, Provider Materials, the Provider System, and the CRRO-provided Managed Application(s), whether or not marked as such.

Section 6.2. Exclusions. Confidential Information does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.

Section 6.3. Standard of Care. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform Services under an Action Plan or otherwise having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

Section 6.4. Compelled Disclosure. If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will (if allowed by law) promptly notify the furnishing party allowing the furnishing party sufficient time to respond in accordance with applicable law. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will, in doing so, make all reasonable efforts to secure confidential treatment of any materials disclosed.

Section 6.5. Return or Disclosure. The Provider will promptly, upon the written request of the CRRO, deliver to the CRRO, or at the CRRO's election, destroy all Confidential Information; provided, however, that the Provider and its representatives may retain copies of Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with their respective internal record retention policies for legal, compliance or regulatory purposes or to establish the rights of the Provider under this Agreement. Upon termination or expiration of the Agreement and all Action Plans issued under the Agreement, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that Provider may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes.

Section 6.6. Relief. Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

**ARTICLE VII
BREACH, TERMINATION AND SURVIVAL**

Section 7.1. Termination.

(a) Breach of Contract Terms. Any violation or breach of terms of this Agreement on the part of the Provider, Provider's subcontractors or Provider's representatives may result in the termination of this Agreement or such other action, including the recovery of damages at law that may be necessary to enforce the rights of the CRRO. The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(b) Termination without Cause. Notwithstanding any provision to the contrary in this Agreement, CRRO shall have the right to terminate this Agreement without cause by providing thirty (30) days' notice by registered mail, return receipt requested, or overnight express mail.

(c) Termination for Cause. CRRO shall have the right to immediately terminate this Agreement, without prior notice, if the Provider incurs in negligence, dereliction of its obligations and/or fails to comply with the conditions set forth under this Agreement or may terminate this Agreement upon thirty (30) days' notice in the event of the Provider's negligence, or dereliction of duties of this Agreement provided that Provider does not cure such negligence or dereliction of duties within such thirty (30) day period. If, through any cause within the Provider's reasonable control, the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, CRRO shall thereupon have the right to terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination and, in the case of a curable failure, Provider fails to cure such failure during the thirty (30) day notice period. In such event, subject to payment of amounts due under this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Provider under this Agreement shall, at the option of CRRO, become CRRO's property and the Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Provider shall not be relieved of liability to CRRO for damages sustained by CRRO by virtue of any breach of the Agreement by the Provider, and CRRO may withhold any payments to the Provider for the purpose of set-off until such time as the exact amount of damages due to the CRRO from the Provider is determined.

(d) The Office of the Governor of Puerto Rico's Chief of Staff has the authority to terminate this Agreement at any time on behalf of the CRRO. If the Agreement is terminated by the CRRO as provided herein, the Provider will be paid for the time provided and expenses incurred up to the termination date and the Provider's reasonable and substantiated costs arising from the early termination.



(e) Upon any termination or expiration of this Agreement, the CRRO shall promptly pay the Provider any accrued but unpaid fees hereunder, and shall reimburse the Provider for any unreimbursed expenses that are reimbursable hereunder.

Section 7.2. Survival.

Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Documents in which it is contained. The termination of any particular Action Plan will not affect the Parties' respective rights, duties and obligations under any other Action Plans then in effect. If the Agreement expires or is terminated, its terms and conditions will continue to apply to any Action Plans then in effect until the Action Plans expire or are terminated.

**ARTICLE VIII
INDEMNIFICATION; INSURANCE**

Section 8.1. Indemnification. The Provider shall defend, indemnify and hold the CRRO, its officers, officials, and employees (collectively, "the Indemnified Persons") harmless from any and all third party claims and related injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the gross negligence or willful misconduct of the Provider in the performance of its obligations under this Agreement (as determined by a final, non-appealable judgment by a court of competent jurisdiction).

Section 8.2. Personal Injury and Property Damage. If, as a result of one party's (the "negligent party") negligence, the other party (the "injured party") or its employees suffer personal injury or damage to tangible property, the negligent party will reimburse the injured party for that portion of any claims the injured party pays for which the negligent party is legally liable.

Section 8.3. Risk Associated with CRRO's Business. Without limiting Provider's liability to CRRO for non-performance under the Contract Documents, each of the Parties acknowledges and agrees that by entering into and performing its obligations under the Contract Documents, Provider will not assume and should not be exposed to the business and operational risks associated with CRRO's business. Therefore, except for claims covered by Section 8.1, Section 9.4, CRRO will, at its own expense and subject to the provisions of Section 8.5, defend, indemnify and hold Provider harmless in all claims or actions by third parties arising out of or relating to the conduct of CRRO's business, including without limitation, the acquisition or use by CRRO of any software, hardware, equipment, Deliverable or Services to be provided by Provider, and CRRO will pay all settlements, costs, damages, legal fees and expenses finally awarded.

Section 8.4. CRRO Provided Materials. If a third party brings an action against Provider alleging that any data or materials provided by CRRO to Provider, including their use by Provider in its performance of the Services under the applicable Action Plans infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the country in which the Services are performed, then CRRO will, at its own expense and subject to the provisions of Section 8.5, defend, indemnify and hold

Provider harmless in such proceeding and CRRO will pay all settlements, costs, damages, legal fees and expenses finally awarded.

Section 8.5. Indemnification Procedures. A party's indemnification obligations specified in the Agreement are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the proceeding, providing the indemnifying party a copy of all notices received by the indemnified party with respect to the proceeding, cooperating with the indemnifying party in defending or settling the proceeding, and allowing the indemnifying party to control the defense and settlement of the proceeding, including the selection of attorneys. The indemnified party may observe the proceeding and confer with the indemnifying party at its own expense.

Section 8.6. Insurance.

(a) The Provider represents that as of the date of execution of this Agreement, it maintains professional liability insurance to provide for errors, omissions and negligent acts that may arise from the Services rendered under this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00), per occurrence.

(b) The Provider also represents that it maintains Commercial General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), per occurrence. It shall be the Provider's obligation to submit to the CRRO the corresponding certifications from its insurance company evidencing such coverages. The certifications provided must identify the CRRO as Additional Insured.

(c) The Provider acknowledges that compliance with this obligation is a prerequisite for the CRRO to make the first payment for Services rendered under this Agreement.

ARTICLE IX

LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

Section 9.1. Quality of Services. Provider warrants, for a period of thirty (30) days commencing when the Services are performed, that the Professional Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If CRRO believes there has been a breach of this warranty, it must notify Provider in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then Provider's sole obligation, and CRRO's exclusive remedy, will be for Provider to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty, or terminate the Action Plan in whole or in part. Provider warrants that Managed Services will be performed in a manner that meets or exceeds the applicable Service Levels (if any) set forth in a Service Level Agreement included as part of an Action Plan. If Provider fails to meet the defined Service Levels, Provider's sole obligation and CRRO's exclusive remedy shall be as set forth in the Service Level Agreement.



Section 9.2. Software Deliverables Produced on a Fixed-Price Basis. Provider warrants that, during any Warranty Period specified in the applicable Action Plan (or if no Warranty Period is specified in the Action Plan, for a period of ninety (90) days from delivery), each Software Deliverable developed on a fixed-price basis and delivered under that Action Plan will continue to perform the functions described in its Specifications without Defects. As used in this Agreement, "Defect" means a reproducible material deviation of a Software Deliverable from its Specifications. If CRRO believes there has been a breach of this warranty, it must notify Provider in writing within the Warranty Period describing the Defect in sufficient detail to enable Provider to recreate it. If there has been a breach of this warranty, then Provider's sole obligation, and CRRO's exclusive remedy, will be for Provider to correct the Defect at no additional charge, or terminate the Action Plan in whole or in part.

Section 9.3. Investigation and Correction. Provider may investigate and correct breaches of warranty at Provider's offices to the extent possible. If CRRO requires Provider to travel to CRRO's place of business to correct a breach of warranty that could have reasonably been corrected at Provider's place of business, CRRO will reimburse Provider for the reasonable travel time and Reimbursable Expenses of Provider's personnel. If a reported breach of warranty is attributable to a cause other than a breach of the applicable Provider warranty, then Provider will be entitled to payment for its investigation and correction efforts on a time and materials basis at the rates applicable to the Action Plan.

Section 9.4. Noninfringement. Provider warrants that any original works of authorship developed by Provider personnel under an Action Plan, including their use by CRRO in unaltered form, will not, to Provider's knowledge, infringe any third-party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.

(a) If a third party brings an action against CRRO making allegations that, if true, would constitute a breach of this warranty, then Provider will, at its own expense and subject to the provisions of Section 8.5, defend, indemnify and hold CRRO harmless in such proceeding, and Provider will pay all settlements, costs, damages and legal fees finally awarded.

(b) If such a proceeding is brought or appears to Provider to be likely to be brought, Provider may, at its sole option and expense, either obtain the right for CRRO to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If Provider finds that neither of these alternatives is available to it on commercially reasonable terms, Provider may require CRRO to return the allegedly infringing item(s), in which case CRRO will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s). If such a claim is brought with respect to Managed Services, Provider may be required to terminate CRRO's access, in which case CRRO will receive a refund of the amounts pre-paid by it for the particular Services that will not be provided as a result of such terminated access.

This Section 9.4 states Provider's entire obligation to CRRO and CRRO's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

Section 9.5. Exclusions. Provider is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than Provider and its subcontractors working at Provider's direction; (ii) the combination, operation or use of the item with other items Provider did not supply; (iii) CRRO's failure to use any new or corrected versions of the item made available by Provider; or (iv) Provider's adherence to CRRO's specifications or instructions. Provider does not warrant that the operation of software, hardware, equipment or Deliverables provided by Provider will be uninterrupted or error-free.

Section 9.6. Third-Party Products. To the extent Provider has the legal right to do so, Provider agrees to assign or pass through to CRRO or otherwise make available for the benefit of CRRO, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by Provider under an Action Plan. Provider does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment.

Section 9.7. Disclaimer. PROVIDER DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO THE CRRO THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY THE CRRO. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. PROVIDER DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE PROVIDER SYSTEM WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE.

ARTICLE X LIMITATIONS OF LIABILITY AND REMEDIES

Section 10.1. Limitations. If CRRO should become entitled to claim damages from Provider for any reason (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), Provider will be liable only for the amount of CRRO's actual direct damages up to the amount that CRRO paid Provider for the items or Services that are the subject of the claim. In no event, however, will Provider be liable to CRRO (in the aggregate for all claims made with respect to an Action Plan) for more than the amount paid by CRRO to Provider under the applicable Action Plan for Professional Services, or if the claim is made under an Action Plan for Managed Services, no more than the payments made to Provider under the applicable Action Plan for the six (6) month period prior to the claim. In addition, in no event will Provider's aggregate liability for all claims arising under or relating to the Contract Documents exceed the total amount paid to Provider by CRRO under the Contract Documents. These limits also apply to Provider's subcontractors. They are the maximum liability for which Provider and its subcontractors are collectively responsible.



Section 10.2. No Liability for Certain Damages. In no event will Provider or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by Provider under the Contract Documents be liable for: (i) any damages arising out of or related to the failure of CRRO or its Affiliates or suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims subject to indemnification under the Agreement); or (iii) any lost profits, loss of business, loss of data, loss of use, lost savings, failure to realize expected savings, or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Provider has been advised of the possibility of such damages.

Section 10.3. Exclusions from Limitation; Survival. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Article VIII or to any claims by CRRO for indemnification. The limitations of liability set forth in this Article X will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in the Contract Documents. The Parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

ARTICLE XI CHANGE ORDERS

Section 11.1. Changes to Action Plans. Either party may propose changes to the scope or time schedule of the Services under an Action Plan. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The Parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more Change Orders.

Section 11.2. CRRO Delays. If action or inaction by CRRO, or its suppliers' failure to perform their responsibilities in a timely manner, prevents Provider from or delays Provider in performing the Services, Provider will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Action Plan(s). In such event, the Parties will mutually agree upon a Change Order documenting the adjustments.

Section 11.3. Effect on Action Plan Prices. Amounts payable pursuant to Change Orders will be in addition to any fixed prices or funding limitations on time and materials charges or Reimbursable Expenses.

ARTICLE XII PROPRIETARY RIGHTS

Section 12.1. Pre-existing Provider Materials, Third-Party Materials, and Open Source Software. Any pre-existing Provider materials, third-party materials, Open Source software, and derivatives thereof, incorporated in a Deliverable or necessary to use a Deliverable will be licensed to CRRO under separate license terms. Such license terms will be, as appropriate,

set forth in a license agreement i) executed between Provider and CRRO, or ii) obtained by CRRO from the applicable third-party vendor, or iii) in the case of Open Source software, the license terms set forth in the applicable Open Source license agreement. CRRO acknowledges that a separate license fee may be charged by Provider or the third-party vendor for any such licensed materials.

Section 12.2. Developed Materials. Except as otherwise specified in the applicable Action Plan, subject to payment in full by CRRO of all amounts owed to Provider, CRRO will own all intellectual property rights, title and interest in and to all work products developed exclusively for it under the Contract Documents. CRRO grants to Provider an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such non-confidential work products. To the extent any Deliverable provided to the CRRO hereunder constitutes inventory within the meaning of Section 471 of the Internal Revenue Code, such Deliverable is licensed to the CRRO by Provider as agent for CRRO on the terms and conditions contained herein.

Section 12.3. CRRO Data and Materials. CRRO hereby grants to Provider a nonexclusive, royalty-free license to use any CRRO data and materials provided by it to Provider during the Term of the Agreement for the purpose of performing the Services for CRRO.

Section 12.4. Reservation of Rights. Neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under the Contract Documents. The provisions of Article XII do not prevent Provider from describing to potential clients any Services or Software Deliverables provided by Provider under the Contract Documents, so long as Provider removes CRRO's Confidential Information and any identifying references to CRRO.

ARTICLE XIII DELIVERABLES

Section 13.1. Procedures, In General. Acceptance of Deliverables will be conducted in accordance with the following procedures. All terms specified in the following procedures are defaults that may be overridden by the applicable Action Plan.

Section 13.2. Written Deliverables. Provider may submit interim drafts of a Written Deliverable to CRRO for review. CRRO agrees to review and provide comments to Provider on each interim draft within five (5) business days after receiving it from Provider. CRRO will have the opportunity to review the Written Deliverable for an acceptance period of ten (10) business days after delivery of the final version of the Written Deliverable (the "Acceptance Period"). CRRO agrees to notify Provider in writing by the end of the Acceptance Period either stating that the Written Deliverable is accepted in the form delivered by Provider or describing in reasonable detail any substantive deviations from the description of the Written Deliverable contained in the Action Plan that must be corrected prior to acceptance of the Written Deliverable. If Provider does not receive any such deficiency notice from CRRO by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If CRRO delivers to Provider a timely notice of deficiencies and the items specified in the notice are deficiencies, Provider will correct the

described deficiencies within a reasonable period of time. Provider's correction efforts will be made at no additional charge if the Written Deliverable is being developed under a fixed-price Action Plan. If the Written Deliverable is being developed on a time and materials basis, Provider's correction efforts will be made on a time and materials basis. Upon receipt of a corrected Written Deliverable from Provider, CRRO will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. CRRO will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.

Section 13.3. Software Deliverables. Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles. As used herein, "Nonconformity" means a reproducible condition in a Software Deliverable that prevents the Software Deliverable from performing the functions described in its Specifications such that the Software Deliverable does not operate or cannot be used in a production environment. At least forty-five (45) days prior to the date on which Provider is scheduled to deliver any Software Deliverable to CRRO, CRRO will deliver for Provider's review proposed testing procedures for the Software Deliverable, including without limitation the detailed test scripts, test cases, test data and expected results. At least thirty (30) days prior to the date on which Provider is scheduled to deliver the Software Deliverable to CRRO, the Parties will agree upon the testing procedures for the Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

(a) The "Acceptance Test Period" for each Software Deliverable will be thirty (30) days. The Acceptance Test Period for each Software Deliverable will begin when Provider has completed and delivered the Software Deliverable to CRRO's designated site, successfully completed Provider's installation test and notified CRRO that the Software Deliverable is "Ready for Acceptance." Provider will not be obligated to deliver a Software Deliverable to CRRO until CRRO demonstrates the readiness of the target technical platform and environment, as described and according to the schedule specified in the Action Plan.

(b) CRRO will start to perform Acceptance Testing on each Software Deliverable promptly after receiving Provider's notice that the Software Deliverable is ready for Acceptance Testing. CRRO's Acceptance Testing will consist of executing test scripts from the Acceptance Tests during the Acceptance Test Period. If CRRO determines during the Acceptance Test Period that the Software Deliverable contains a Nonconformity, CRRO will promptly send Provider a written notice reporting the alleged Nonconformity. A Nonconformity will be considered "Reported" only if it is described to Provider in sufficient detail to allow Provider to recreate it. Provider will modify the Software Deliverable to remove the Reported Nonconformity and will provide the modifications to CRRO for re-testing. CRRO will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from Provider.

(c) By the end of the Acceptance Test Period CRRO will provide Provider with a final written list reporting any outstanding Nonconformities (the "Punch List"). Provider will modify the Software Deliverable to remove the Nonconformities that are reported on



the Punch List and will provide the modifications to CRRO. CRRO will have fifteen (15) business days after receipt of the modifications to re-test the modified Software Deliverable to confirm that the Nonconformities that are Reported on the Punch List have been removed. If any Nonconformities that were Reported on the Punch List have not been removed, CRRO will provide Provider with written notice by the end of the re-testing period reporting any such Nonconformities. In such event, the procedures set forth in this Section 13.3(c) will be repeated for the remaining Nonconformities on the Punch List.

(d) Provider and CRRO each agrees to work diligently to achieve acceptance of Software Deliverables at the earliest possible date, and CRRO will work diligently to put the Software Deliverable in live production operations. Acceptance of a Software Deliverable will take place when any of the following events occurs: (i) CRRO gives Provider written notice of acceptance; (ii) CRRO uses the Software Deliverable or any substantial portion of it in live production operations; (iii) the Acceptance Test Period expires without CRRO having given Provider the Punch List; or (iv) the re-testing period expires without CRRO having Reported any remaining Nonconformities on the Punch List

(e) Provider's modifications made pursuant to this Section 13.3 will be made at no additional charge if the Software Deliverable is being developed under a fixed-price Action Plan. If the Software Deliverable is being developed on a time and materials basis, Provider's modifications made pursuant to this Section 13.3 will be made on a time and materials basis.

ARTICLE XIV APPLICABLE LAWS OF PUERTO RICO

Section 14.1. Interagency Service Clause. Both Parties acknowledge and agree that the contracted Services may be provided to any entity of the Executive Branch with which the CRRO subscribes an interagency agreement or by direct disposition of the Office of the Chief of Staff of the Governor of Puerto Rico. These Services will be provided under the same terms and conditions regarding work hours and/or compensation as set forth in this Agreement. For the purposes of this Clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as its instrumentalities, public corporations and the Governor's Office.

Section 14.2. Source of Funds. The CRRO certifies that the funds for the payment related to the Services rendered under this Agreement come from budgetary allocations and/or federal disaster funds allocated to the Government of Puerto Rico. All disbursements for such payments shall be made from the Puerto Rico Public Partnerships CRRO's account.

Section 14.3. Professional Ethics Rules. The Provider acknowledges and accepts that, to the extent applicable, it is knowledgeable regarding the rules of ethics of its profession and assumes responsibility for its own actions. The Provider also acknowledges that in executing its professional Services pursuant to this Agreement it has the obligation to exhibit complete loyalty towards the CRRO, including having no adverse interest to this government entity. Adverse interest includes representing clients who have or may have interest contrary to the CRRO's. This duty includes the continued obligation to disclose to the CRRO all circumstances of its

relationships with clients and third persons, and any interest which could influence the CRRO when executing the Agreement or while it is in effect. The Provider represents conflicting interests when, on behalf of one client it must support that which it is its duty to oppose to comply with its obligations with another previous, present or potential client. Also, it represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession or industry, or in Puerto Rico's laws and regulations. The conduct herein described by one of its directors, partners or employees shall constitute a violation of this prohibition. The Provider shall avoid even the appearance of the existence of conflicting interests.

Section 14.4. Anti-Corruption Provisions.

(a) The Provider certifies that it has received a copy of and agrees to comply with Act No. 2-2018, known as the Anti-Corruption Code for the New Puerto Rico ("Act No. 2-2018"), and with Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico ("Act No. 1-2012").

(b) The Provider shall furnish a sworn statement to the effect that neither the Provider nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for the Provider has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico ("Act No. 8-2017") or any of the crimes included in Act No. 2-2018.

(c) The Provider hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code ("Act No. 146-2012"), any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

(d) The CRRO shall have the right to terminate the Agreement in the event the Provider is convicted in Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, Act No. 146-2012, any of the crimes typified in Act No. 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017.

(e) It is expressly acknowledged that the certifications provided by the Provider, pursuant to this Section 14.4, are essential conditions of this Agreement. If these certifications are not correct in their entirety or in any of their parts, it shall constitute sufficient cause for the CRRO to terminate this Agreement immediately, without prior notice, and the Provider will have to reimburse the CRRO any amount of money received under this Agreement.

(f) If the status of the Provider or any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing

equivalent functions for the Provider with regards to the charges previously mentioned should change at any time during the term of the Agreement, the Provider shall notify in writing to the CRRO immediately. The failure to comply with this responsibility constitutes a violation of this Clause and shall result in the remedies mentioned previously.

Section 14.5. Improvement of Family Assistance and Support for the Elderly. The Provider also certifies and warrants that it is in compliance with Act No. 168-2000, as amended, known as the "Act for the Improvement of Family Assistance and for the Support of the Elderly." In the event the Provider is under a court or administrative order directing it to provide financial support or to fulfill any obligation under the mentioned Act, the Provider further certifies and warrants that it is in compliance with said obligations. It is expressly acknowledged that this certification is an essential condition of this Agreement. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the CRRO to terminate the Agreement immediately, without prior notice to the Provider.

Section 14.6. Conflicts of Interests.

(a) Both Parties hereby declare that, to the best of their knowledge, as of the date hereof, no public officer or employee of the Government of Puerto Rico, or any of its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect interest in the present Agreement. The Provider certifies that neither it, nor any of its directors, executives, officers or employees, offered or paid, directly or indirectly, any commissions, referrals, contracts, or any other consideration having an economic value, to a third party as a condition for obtaining this Agreement or to influence in any way its execution. In addition, the Provider certifies that it shall not pay any commissions, make any referrals, execute any contracts, or provide any other consideration having an economic value, to a third party for the Services to be rendered under this Agreement, except for any subcontracts authorized by the CRRO in accordance with the provisions established herein.

(b) Both Parties hereby certify that this Agreement shall not be executed by a public officer or employee of CRRO authorized to contract on its behalf and who has or has had direct or indirect economic interest in the Provider during the last four (4) years prior to his/her holding office or has any member of his/her family unit who has or has had direct or indirect economic interest in the Provider during the last four (4) years prior to his/her holding office.

(c) Both Parties hereby certify that no officers or employees of CRRO or any member of their family units has or has had a direct or indirect economic interest in this Agreement during the last four (4) years prior to their holding office.

(d) Both Parties hereby certify that no public officer or employee is a party to or has any interest in any profits or benefits produced by this Agreement.

(e) Both Parties hereby certify that no public officer or employee who has the power to approve or authorize this Agreement has evaluated, considered, approved or

authorized this Agreement while he or she or any member of his or her family unit has or has had a direct or indirect economic interest in the Provider during the last four (4) years prior to his or her holding office.

(f) Both Parties hereby certify that this Agreement shall not be executed with or for the benefit of persons who have been public officers or employees of CRRO without at least two (2) years having elapsed from the time said person ceased working as such.

(g) The Provider certifies that none of its partners, directors, executives, officers and employees receives salary or any kind of compensation for the delivery of regular services by appointment (or otherwise) in any agency, instrumentality, public corporation, or municipality of the Government of Puerto Rico.

(h) The Provider certifies that, at the time of the execution of this Agreement, it does not have nor, to its knowledge, does it represent anyone who has interests that are in conflict with the CRRO. If such conflicting interests arise after the execution of this Agreement, the Provider shall notify the CRRO immediately to mutually determine the actions needed to resolve such potential conflict.

Section 14.7. Required Certifications.

(a) The Provider represents and certifies that at the execution of this Agreement, it has submitted income tax returns in Puerto Rico (if it was required by applicable law to submit) during the past five (5) years. The Provider further certifies that it has submitted a certification issued by the Municipal Revenues Collection Center on the absence of any tax debt or the existence of a payment plan. The Provider also represents and certifies that it does not have outstanding debts with the Government of Puerto Rico for income taxes, real or chattel property taxes, unemployment insurance premiums, workers' compensation payments or Social Security for chauffeurs in Puerto Rico and the Administration for the Sustenance of Minors (known by its Spanish acronym as "ASUME").

(b) The Provider has provided the CRRO with a certificate of incorporation and a Good Standing Certificate issued from the Department of State of Puerto Rico as proof that it is duly authorized to do business in Puerto Rico and has complied with its annual corporation report filing obligations. The Provider has also provided the CRRO with the certifications listed in **Appendix D** hereto.

(c) It is expressly acknowledged that the certifications provided by the Provider, pursuant to this Section 14.7, are essential conditions of this Agreement, and if these certifications are incorrect, the CRRO shall have sufficient cause to terminate this Agreement immediately, without prior notice to the Provider.

(d) For the purposes of this Agreement, tax debt shall mean any debt that the Provider, or other parties which the CRRO authorizes the Provider to subcontract, may have with the Government of Puerto Rico for income taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and

professional services, taxes for payment of interest, dividends and income to individuals, corporations and non-resident accounting firms, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs and ASUME.

(e) The Provider shall also be responsible for providing the CRRO with the certifications required under this clause from any professional or technical consultant subcontracted by the Provider and authorized by the CRRO. Any person engaged by the Provider in accordance with the conditions herein established, who dedicates twenty-five percent (25%) or more of his or her time to provide advisory services related to the Agreement shall be considered subcontractors for the purposes of this Clause. Notwithstanding anything herein to the contrary, the Provider shall have the right to rely conclusively on the aforementioned certifications from government agencies in making the representations in this Clause.

Section 14.8. Withholdings. The Provider is an independent contractor and, as such, shall be responsible for the payment of all of its income taxes, their subcontractors, and its individual and employers' withholdings under the applicable tax laws of Puerto Rico or the U.S. Internal Revenue Code. No withholdings or deductions shall be made from payments to the Provider for services rendered, except the special contribution of one point five percent (1.5%) of the gross amounts paid under this Agreement, required by Act No. 48-2013, as amended, and those applicable under the Puerto Rico Internal Revenue Code and its regulations, if any. However, the aforesaid special contribution shall not apply to amounts paid under this Agreement for expense reimbursement or the costs of materials or equipment (e.g., infrastructure, hardware, data storage, servers, third party software products), provided that the excluded amounts are separately invoiced or identified or itemized in the invoice submitted by the Provider. When invoicing the CRRO, the Provider will allocate fees between those relating to activities undertaken outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. The CRRO shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, in accordance with Section 1150 of the Puerto Rico Internal Revenue Code, 13 L.P.R.A. Section 8550(a). No withholdings or deductions shall be made from payments to the Provider for services constituting gross income from services without Puerto Rico. The CRRO shall forward any such withholdings or deductions to the Secretary of the Treasury of Puerto Rico.

Provider represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

Section 14.9. Registration at the Office of the Comptroller. The Provider will not receive any payment for the Services rendered under the terms of this Agreement until the Agreement has been registered at the Office of the Comptroller of Puerto Rico, as required by Act No. 18 of October 30, 1975, as amended.



Section 14.10. Dispensation. The Provider certifies it is not required to obtain a dispensation in compliance with the applicable laws and regulations of the Government of Puerto Rico prior to or in connection with the execution of this Agreement. Both Parties agree that the proven illegality of any of the provisions of this Agreement shall not invalidate it as a whole.

Section 14.11. Alimony and Child Support. Provider is not required to provide alimony or child support to any person.

ARTICLE XV FEDERALLY REQUIRED CLAUSES

Section 15.1. Changes. The CRRO may, at any time, by written order, make changes in the Services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in Provider's cost of, or time required for, performance of any Services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Provided, however, that no changes shall be made to the scope of the Services that would render the costs incurred in the performance of this Agreement unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from the Federal Emergency Management Agency ("FEMA"), the U.S. Department of House and Urban Development ("HUD") or any other U.S. Federal agency.

Section 15.2. Debarment, Suspension, and Ineligibility.

(a) The Provider represents and warrants that the Provider, its principals, and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations). The Provider represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Agreement, the Provider will periodically review SAM.gov and local notices to verify the continued accuracy of this representation. The Provider shall require all subcontractors at every tier to comply with this requirement.

(b) This certification is a material representation of fact relied upon by the CRRO. If it is later determined that the Provider did not comply with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, in addition to remedies available to the CRRO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 15.3. Reporting Requirements. The Provider shall complete and submit all reports, in such form and according to such schedule, as may be required by the CRRO.

Section 15.4. Access to Records.

(a) The Provider agrees to provide the CRRO, the Government of Puerto Rico, the Federal Program Administrators, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the

Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Provider agrees to provide the CRRO, the Government of Puerto Rico, Federal Program Administrators, the Comptroller General of the United States or their authorized representative's access to work sites pertaining to the work being completed under the Agreement.

Section 15.5. For contracts exceeding \$100,000, the Provider shall submit Form HUD 60002 (Section 3 Summary Report) to the CRRO on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

Section 15.6. Program Fraud and False or Fraudulent Statements or Related Acts. The Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Provider's actions pertaining to this Agreement.

Section 15.7. Clean Air Act and the Federal Water Pollution Control Act. The Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Provider agrees to report each violation to the CRRO and understands and agrees that the CRRO will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, FEMA, HUD, or other Federal Program agencies, and the appropriate Environmental Protection Agency Regional Office. The Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Section 15.8. No Obligation by the Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement.

Section 15.9. Energy Efficiency. The Provider agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the Government of Puerto Rico's energy conservation plan issued in compliance with this Act.

Section 15.10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). If applicable, providers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the CRRO and the Government of Puerto Rico.

Section 15.11. Compliance with Laws, Regulations, and Executive Orders. The Provider acknowledges that FEMA, HUD, or other federal financial disaster funds will be used to fund this Agreement. The Provider shall comply with all applicable Federal and Government of Puerto Rico laws, regulations, executive orders, policies, procedures, and directives, all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I.

Section 15.12. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law, regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall be amended to make such insertion or correction.

Section 15.13. Modifications and Amendments. No amendment to or modification or other alteration of the Agreement shall be valid or binding upon the Parties unless made in writing, signed by the Parties and, if applicable, approved by the CRRO.

Section 15.14. Assignment. The Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the CRRO.

Section 15.15. Title VI of the Civil Rights Act of 1964. The Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 15.16. Section 109 of the Housing and Community Development Act of 1964. The Provider shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

Section 15.17. Section 504 of the Rehabilitation Act of 1973. The Provider shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations. The Provider agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

Section 15.18. Age Discrimination Act of 1975. The Provider shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Section 15.19. Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The Parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The Provider agrees to send to each labor organization or representative of workers with which the Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Provider will not subcontract with any subcontractor where the Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(e) The Provider will certify that any vacant employment positions, including training positions, that are filled: (1) after the Provider is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Provider's obligations under 24 C.F.R. Part 135.

Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

(f) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(g) For contracts exceeding \$100,000, the Provider shall submit Form HUD 60002 (Section 3 Summary Report) to the CRRO on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

Section 15.20. Fair Housing Act. Provider shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Section 15.21. Equal Employment Opportunity Act. Provider shall comply with the provisions of the Equal Employment Opportunity Act, as amended. During the performance of this Agreement, the Provider agrees as follows:

- a) The Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- c) The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- d) The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the Provider's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- f) The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- g) In the event of the Provider's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Provider may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Provider shall incorporate the provisions of (a) through (g) above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Provider will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

Section 15.22. Davis-Bacon Act. The Provider shall comply with the Davis-Bacon Act as supplemented by Department of Labor regulations. All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this Agreement, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. On a semi-annual basis, the Provider shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to CRRO.

ARTICLE XVI
GOVERNING LAW; DISPUTE RESOLUTION

Section 16.1. Governing Law. Any claim, controversy or dispute arising under or related to the Contract Documents will be governed by and construed, interpreted and enforced in accordance with the laws of the Commonwealth of Puerto Rico without regard to any provision of Puerto Rico law that would require or permit the application of the substantive law of any other jurisdiction.

Section 16.2. Informal Dispute Resolution. At the written request of either Party, the Parties will attempt to resolve any dispute arising under or relating to the Contract Documents through the informal means described in this Section 16.2. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract Documents. The representatives will furnish to each other all non-privileged information with respect to the dispute that the Parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

Section 16.3. Dispute Resolution. The Parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, the engagement contemplated by this Agreement or the determination of the scope of applicability of this Agreement that is not resolved according to the Informal Dispute Resolution described above shall be brought only in the Courts of First Instance of the Commonwealth of Puerto Rico or in the United States District Court for the District of Puerto Rico. The CRRO and the Provider also agree that service of process may be effected through next-day delivery using a nationally-recognized overnight courier or personally delivered to the addresses set forth or referred to in this Agreement. In any claim, all of the costs and the reasonable attorneys' fees of the prevailing Party (as determined by the court in such claim) shall be borne by the Party who did not prevail. The CRRO and the Provider further agree that a final, non-appealable judgment in respect of any claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment is sought to be enforced. The CRRO also hereby consents to personal jurisdiction, service and venue in any court in which any action is brought by any third party against the Provider or any Indemnified Person. The Parties hereby agree to waive any right to jury trial in any proceeding between them.



**ARTICLE XVII
NOTICES**

Section 17.1. Notices. Any required notices under this Agreement should be sent by business email with receipt verification and/or certified mail or through a nationally recognized courier service with return receipt requested and addressed to the Parties as follows:

If to CGI Technologies and Solutions Inc.:

CGI Technologies and Solutions Inc.
260 Peachtree Street NW, Suite 2303
Atlanta, GA 30303-1290
Fax (941) 955-0289
Email: darla.bassetti@cgi.com

Attention: Darla Bassetti, VP Consulting Services

With a copy to:

CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax, VA 22030
Attn: Office of General Counsel
Fax: 703-267-7288

If to the Authority:

Puerto Rico Public-Private Partnerships Authority
Central Office of Recovery, Reconstruction, and Resiliency
Roberto Sánchez Vilella Government Center, De Diego Avenue
San Juan, Puerto Rico 00940-2001

Attention: Omar Marrero, Esq., Executive Director PPP Authority

With a copy to Legal Affairs Office, attention Fermín Fontanés Gómez.

**ARTICLE XVIII
MISCELLANEOUS**

Section 18.1. Independent Contractor. The CRRO and the Provider agree that the Provider's status hereunder, and the status of any agents, employees and subcontractors engaged by the Provider, shall be that of an independent contractor only and not that of an employee or agent of the CRRO. The Provider shall not have any power or right to enter into agreements on behalf of the CRRO.

Section 18.2. Patriot Act. The Provider hereby notifies the CRRO that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act. Pub. L. N 109-177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the CRRO in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

Section 18.3. No Third-Party Rights. It is understood that this Agreement is the sole agreement between the Parties with regard to the Services covered hereby and supersedes any prior agreements, written or verbal. The Agreement may not be changed orally, but may be amended in writing by mutual agreement of the Parties. This Agreement is solely for the benefit of the CRRO, the Provider and, to the extent expressly set forth herein, the Indemnified Persons and no other party shall be a third party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this Agreement.

Section 18.4. Drafting Responsibility. This Agreement has been reviewed by each of the signatories hereto and its counsel. There shall be no construction of any provision against either party because this Agreement was drafted by either party, and the Parties waive any statute or rule of law to such effect.

Section 18.5. Severability. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof.

Section 18.6. Counterparts. This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

Section 18.7. Nonexclusive Agreement. The Agreement does not grant to Provider any exclusive rights to do business with CRRO. CRRO may contract with other suppliers for the procurement of comparable services. Except as agreed under an Action Plan for Managed Services, CRRO makes no commitment for any minimum or maximum amount of Services to be purchased under the Agreement. Likewise, nothing in the Agreement will prevent Provider from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished to CRRO.

Section 18.8. Reasonable Behavior. Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.

Section 18.9. Integration. The Contract Documents constitute the entire agreement between the Parties, and supersede all other prior or contemporaneous communications between the Parties (whether written or oral) relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both Parties. The Parties agree that any pre-printed terms contained in CRRO's purchase orders, acknowledgments,

shipping instructions, or other forms or in Provider's invoices, that are inconsistent with or different from the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.

Section 18.10. Order of Precedence. In the event of any conflict between or among the provisions contained in the Contract Documents, the following order of precedence will govern: (i) the Agreement, exclusive of its Appendices; (ii) Action Plans (except as to terms specifically identified in a particular Action Plan as modifying or amending terms of the Agreement, which terms will control over the Agreement for that Action Plan only); and (iv) the remaining Appendices to this Agreement (with Appendix B having the highest priority, followed by Appendix A)). Notwithstanding the preceding, with respect to Managed Services, the terms of Appendix E shall govern in the event of a conflict with any other terms in the Contract Documents.

Section 18.11. Publicity. Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, Provider may include CRRO's name on Provider's client list and may describe briefly, and in general terms, the nature of the work performed by Provider for CRRO. The Parties further agree that, within a reasonable time following final acceptance of the Software Deliverables under an Action Plan, the Parties will work toward developing a mutually agreeable statement for public use by the Parties such as in marketing materials and in reports to stockholders. The Parties agree that any such mutually agreeable statements should properly attribute to Provider any Software Deliverables or other materials provided by Provider.

Section 18.12. No Waiver. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.

Section 18.13. Force Majeure. Neither party shall be liable for any damages for delays or failure in performance under the Contract Documents caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to Provider shall be equitably adjusted.


Section 18.14. Non-solicitation. During the term of the Contract Documents and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract Documents, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the Parties agree that if either party breaches this Section, the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the Parties. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on this 7th day of June, 2018.

**PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY
CENTRAL RECOVERY AND RECONSTRUCTION OFFICE**

By: 
 Name: Omar I. Marrero, Esq.
 Title: Executive Director

CGI TECHNOLOGIES AND SOLUTIONS INC.

By: 
 Name: Vijaya R. Srinivasan
 Title: Senior Vice President
 Employer Social Security Number 54-0856778

APPENDIX A
REQUEST FOR PROPOSALS FOR DISASTER RECOVER AND
DATA MANAGEMENT SERVICES AFTER HURRICANES IRMA AND MARIA





**REQUEST FOR PROPOSALS
FOR
DISASTER RECOVERY DATA MANAGEMENT SERVICES AFTER
HURRICANES IRMA AND MARIA**

Issued by the Central Recovery and Reconstruction Office of Puerto Rico
as a division within
the Puerto Rico Public-Private Partnerships Authority.

Date Initial RFP Issued: February 12, 2018
Proposals Due Date: February 22, 2018 at 12:00 p.m. AST

[Handwritten signature]

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1.0 Purpose and Intent

This request for proposals (RFP) is issued by the Government of Puerto Rico (Government) through the Central Recovery and Reconstruction Office of Puerto Rico (CRRO), a division within the Puerto Rico Public-Private Partnerships Authority (Authority). The purpose of this RFP is to solicit proposals from interested qualified firms which can provide Disaster Recovery Data Management Services in connection to the aftermath of Hurricanes Irma and Maria.

The intent of this RFP is to award one contract for disaster recovery data management services that include but are not limited to: management of all data elements associated to disaster recovery efforts and implementation and operation of grants management system across all Federal granting programs. The CRRO and the Authority reserve the right to grant more than one contract and/or select more than one qualified proponent or bidder. Award of contract will be to those qualified firms whose proposal, conforming with this RFP, is most advantageous to the Government, the price and other factors will also be considered therein. Section 2.0 of this RFP has a detailed description of the scope of services.

It is the Government's intent to ensure that all work performed, pursuant to this RFP, is eligible for United States Department of Housing and Urban Development (HUD) and United States Federal Emergency Management Agency (FEMA) Public Assistance grant funding and performed in accordance with HUD, FEMA and other applicable Federal and State regulations, policies and guidance including, but not limited to, Davis-Bacon Act (40 U.S.C. 276a to 276a-7) and Clean Air Act (42 U.S.C. 1857 (h)). Qualified firms shall possess all required Federal and Government licensing. This in particular may include, without limitation, the programs known as FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, HUD Community Development Block Grant Program, HUD Community Development Block Grant Program—Disaster Relief, HHS Social Services Block Grant Program, DOT, FHA, FTA, FAA Grant Programs, Department of the Interior Grant Programs, USDA Emergency Watershed Protection Program, USDA Emergency Forest Restoration Program, among others.

1.1 Background

During the month of September 2017, Hurricanes Irma and Maria delivered devastating blows to Puerto Rico, resulting in the largest and most complex disaster response and recovery effort in U.S. history. Hurricane Irma (Irma) skirted the northern coast of the Island from September 6-7, 2017 as a Category 5 storm, causing significant flooding, regional power and water outages, and other impacts to the Island's infrastructure. Exactly thirteen days later and before Irma's response operations had even concluded, Hurricane Maria (Maria) slammed into Puerto Rico on September 20, making a direct strike as a strong Category 4 storm and causing widespread devastation and destruction the likes of which Puerto Rico has never seen.

Maria represented a "worst case scenario" for Puerto Rico, tracking east-to-west across the Island and leaving a path of destruction. Within a matter of hours, 100% of Puerto Rico's population,

economy, critical infrastructure, social service network, healthcare system, and even the Government became casualties of the storm. As such, Maria caused massive infrastructure and property damage and loss of life.

On September 5th and 17th, 2017, Governor Ricardo A. Rossello requested separate Federal declarations of emergency and disaster for Puerto Rico related to the impacts of Irma and Maria. Subsequently, President Donald J. Trump (President) approved Puerto Rico's Emergency Declaration (EM-3384) and Major Disaster Declaration (DR-4336) related to the impact of Irma, and Emergency Declaration (EM-3391) and Major Disaster Declaration (DR-4339) associated to the impact of Maria.

The President's action qualifies Puerto Rico for Federal disaster assistance funds. Disaster assistance can include but is not limited to: HUD Community Development Block Grant Funding-Disaster Relief (CBDG-DR) and FEMA Public Assistance, Individual Assistance and Hazard Mitigation Grant Program funds, as well as other federal disaster assistance programs. The Puerto Rico's Office of Emergency and Disaster Management (PROEDM), in cooperation with other Government Entities, executed the initial response efforts and coordination immediately following Irma and Maria.

On October 26, 2017, the President signed into law H.R. 2266, the "Additional Supplemental Appropriations for Disaster Relief Requirements Act 2017," which provides \$36.5 billion in FY2018 emergency supplemental appropriations to FEMA, the Department of Agriculture (USDA), and the Department of the Interior, which includes certain relief and recovery funds for Puerto Rico in connection to hurricanes Irma and Maria.

On November 13, 2017, Governor Rossello's Administration submitted to the President and U.S. Congress its "Build Back Better Puerto Rico" report, which calls for Congress to provide \$30 billion within the FEMA Disaster Relief Fund to recover critical infrastructure; \$46 billion to restore housing and economic viability through the Community Development Block Grant - Disaster Recovery (CDBG-DR) program; and \$17.9 billion in other Federal grant programs for long term recovery with the intent to reconstruct a stronger, more resilient Puerto Rico.

In addition, Puerto Rico has requested Congressional authorization of 100% funding for Stafford Act Programs. According to the Build Back Better Puerto Rico report "[w]ith the required use of the Section 428 of the Stafford Act for Permanent Work under FEMA, the overall Public Assistance funding will be capped to the mutually agreed upon estimates. Furthermore, Puerto Rico has also indicated that additional funding will be needed through the Community Disaster Loan Program (CDL) to overcome the liquidity needs of the Government of Puerto Rico".

As the Government continues to move into the recovery phase in the aftermath of the storms, it seeks specialized services designed to support all facets of intermediate and long-term recovery efforts. These efforts will be the responsibility of the newly created CRRO a division within the Authority.



1.2 Central Recovery and Reconstruction Office

On October 23, 2017, Governor Rossello signed Executive Order No. 2017-065, as amended by Executive Order 2017-069 (Executive Order), which establishes the CRRO as a division within the Authority, with all the necessary authority, powers and capability to: (a) identify, procure and administer all state, federal and/or private resources for recovery; (b) direct and coordinate efforts and activities of the Government of Puerto Rico related to the recovery; (c) fund and execute recovery and related infrastructure projects; and (d) advise the Governor and provide technical assistance to other entities, across the Government, related to recovery efforts, as required. The CRRO will provide the centralized oversight and financial controls that the Government of Puerto Rico and the U.S. taxpayers expect for the recovery effort. It will also ensure that the Government implements reconstruction efforts with efficiency and transparency, and capitalize on opportunities to build back in a manner that makes Puerto Rico better, smarter, stronger, and more resilient.

The Executive Order established the CRRO as a division within the Authority. The Authority was created by the Public-Private Partnerships Act, Act No. 29-2009, as amended (Act), which states that the public policy of the Government is to favor and to promote the establishment of public-private partnerships (PPPs or P3s) for the creation of certain Priority Projects (as such term is defined in the Act) and among other things, to further the development and maintenance of infrastructure facilities, share with the private sector the risk involved in the development, operation or maintenance of such projects, improve the services rendered and the functions of the Government, encourage job creation and promote Puerto Rico's socio-economic development and competitiveness. The Authority is also empowered to receive and administer funds from the Federal government, and finance the construction, rehabilitation, reparation, preservation and replacement of infrastructure.

The Act provides that the PPP public policy shall maintain such controls as are necessary to protect the public interest and to comply with certain transparency requirements. The Authority was created pursuant to the Act as a public corporation of the Government. The Authority has a proven governance structure with a five-member Board of Directors and competent personnel with expertise in infrastructure procurement.

1.3 Contract Term

The term of the contract that will be awarded at the end of this RFP process will commence upon CRRO's execution of the contract and will extend for three consecutive Puerto Rico fiscal years. Puerto Rico fiscal years run from July 1st of each year to June 30th of next year. Upon the acceptance of the final release, the contract will be deemed satisfied. The CRRO and the Authority reserve the right to re-bid the contract after the completion of the three-year period or under several contract breach circumstances from the Selected Proponent.

1.4 Proposal Submission

Proposals are to be submitted on Thursday, February 22, 2018, no later than 12:00 p.m. Atlantic Standard Time. Responses to the RFP submitted after the prescribed deadline may not be accepted. The Respondent shall submit electronically only to the following email address and to the attention to:

Central Recovery and Reconstruction Office of Puerto Rico,
a division within the Puerto Rico Public-Private Partnerships Authority
Disaster Recovery Data Management Services RFP
Attention: Omar J. Marrero, Esq. – Executive Director PPP Authority
Email: info@crro.pr.gov

Physical Address:
Roberto Sánchez Vilella Government Center, De Diego Ave
San Juan, PR 00940-2001

Proposals can also be delivered in paper format to the CRRO's physical address, but it is the CRRO's and the Authority's preference to receive proposals in electronic format only to the email specified above. All Respondents must submit a redacted copy of their proposal as required in Section 5.0 Confidentiality of Responses & Proprietary Information.

1.5 Prohibited Communications, Expenses, and Rejections

Communications with other representatives of the Government of Puerto Rico or relevant entities of Federal Government regarding any matter related to the contents of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of the firm's proposal.

Neither the Government of Puerto Rico nor any of its instrumentalities, will be responsible for any expenses in the preparation and/or presentation of the proposals, oral interviews or for the disclosure of any information or material received in connection with this RFP.

The Government of Puerto Rico and/or the Authority reserve the right to reject any and all proposals received in response to this RFP, when determined to be in the Government's best interest, and to waive minor noncompliance in a proposal. The Government of Puerto Rico and/or the Authority further reserves the right to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any and all firms submitting proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a proposal(s). In the event that any or all proposals are rejected, the Government of Puerto Rico and/or the Authority reserve the right to re-solicit proposals.

1.6 Local Participation

The Authority encourages Respondents to engage local subcontractors, professionals and relevant service providers headquartered in Puerto Rico (“Local Parties”) as Team Members and Key Individuals to the greatest extent possible.

Respondents are strongly encouraged as part of this RFP to provide descriptions of their current and/or anticipated business arrangements with Local Parties and, in particular, Local Parties who are Team Members and Key Individuals for the Project, as applicable.

1.7 RFP Timeline

Target Date	Event
February 12, 2018	Release of RFP
February 22, 2018	Proposal Submission Deadline – 12:00 p.m. (Atlantic)
February 26, 2018	Finalist Interviews (if applicable)
February 28, 2018	Target Date for Selection

Please note that the RFP timeline includes target dates that may change. It is the responsibility of Respondents to periodically review the Authority website for regular updates to the RFP timeline and other important information.

1.8 Definitions/Acronyms

“**Bidder**”, “**Proponent**” or “**Respondent**” means a(n) (i) natural person, (ii) legal person, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.

“**CDBG**” refers to the Community Development Block Grant program, which is a flexible program that provides communities with resources to address a wide range of unique community development needs.

“**CDBG-DR**” refers to the Community Development Block Grant-Disaster Recovery is an allocation of additional funding specifically for disaster recovery purposes.

“**Contractor**” or “**Selected Proponent**” means a bidder or proponent awarded a contract resulting from this RFP.

“**DOJ**” means the United States Department of Justice.

“DRGR” refers to the Disaster Recovery Grant Reporting. A system developed by HUD's Office of Community Planning and Development for the Disaster Recovery CDBG program and other special appropriations.

“Executive Director” refers to the Executive Director of the Puerto Rico Public-Private Partnerships Authority.

“Evaluation Committee” refers to a committee designated by the Authority's Board of Directors upon recommendations of the Executive Director, which will evaluate all complete proposals pursuant to the criteria listed in Section 3.0 of this RFP.

“FAFAA” means The Puerto Rico Fiscal Agency and Financial Advisory Authority, created by virtue of Act No. 2-2017.

“Federal Agency” means any of the departments of the Executive Branch of the Government of the United States of America, or any department, corporation, agency or instrumentality created or which may be created, designated or established by the United States of America.

“FEMA” means the United States Federal Emergency Management Agency.

“GSA” means the United States General Services Administration.

“Government Entity”, as such term is defined in the Executive Order, refers to any department, agency, board, commission, body, bureau, office, public corporation or instrumentality of the Executive Branch, whether existing or to be created in the future.

“HUD” refers to the United States Department of Housing and Urban Development.

“OMB” means the Federal Office of Management and Budget.

“Key Individuals” means an individual who will play an important role in the engagement or contract on behalf of a Team Member resulting from this RFP.

“Local Parties” means local subcontractors or professionals (including architects and consulting engineers) and relevant service providers who are based in or have a significant on-going business presence in Puerto Rico.

“Public Interest” means any government action directed to protecting and benefiting citizens at large, whereby essential goods and services are provided for the welfare of the population.

“Public-Private Partnership, “Partnership”, “PPP” or “P3” means any agreement between a Government Entity and one or more persons, subject to the public policy set forth in the Act, the terms of which are provided under a Partnership Contract, as defined in the Act, to delegate operations, functions, services, or responsibilities of any Government Entity, as well as for the

design, development, finance, maintenance or operation of one or more facilities, or any combination thereof.

“Puerto Rico Public-Private Partnership Authority” or “Authority” means a public corporation of the Government of Puerto Rico created by virtue of Section 5 of the Act.

“RFP” means this Request for Proposals and addenda issued by the Authority.

“Section 428” means the alternative procedures for the Public Assistance (PA) program under sections 403(a)(3)(A), 406, 407 and 502(a)(5) of the Stafford Act as authorized by the Sandy Recovery Improvement Act of 2013.

“Team Member” means a member of a Respondent. Team Members should be identified in Respondents’ submissions and not be changed without the consent of the Authority.

2.0 Scope of Services

The CRRO, under the auspices of the Authority, is seeking to select a qualified firm or team to provide Disaster Recovery Data Management services to assist in Puerto Rico’s recovery efforts and execution of needed disaster recovery efforts in accordance to Federal and Government requirements in connection with appropriated disaster assistance funding related to DR-4336 and DR-4339. Some of these services shall also serve to craft a reconstruction framework in compliance with infrastructure reform and capital investment requirements from the Fiscal Oversight and Management Board (FOMB), as part of the ongoing certification process for the Amended Fiscal Plan recently submitted by the Government under the Puerto Rico Oversight Management and Economic Stability Act (PROMESA).

Qualified firms should have experience in management of all elements of sensitive data and information associated to disaster recovery programs in the aftermath of hurricane or natural disasters and how they relate to Federal funding. Consideration will be given to respondents that have prior experience with Section 428 of the Stafford Act. It is anticipated that the successful respondent will be prepared to immediately implement best practices for data management services. Below is a description of the required services:

- Management of all information and data associated to disaster recovery programs, projects and recovery efforts to be implemented by the CRRO.
- Provide the needed support to comply and implement the requirements set forth in the Bipartisan Budget Act of 2018 that are related to disaster and recovery matters.
- Implement and assist with the ongoing operations of a Grants Management System across all Federal granting programs.
- Formulate recommendations and implement an action plan for the adequate management of all the backlog or past information and data generated since hurricanes Irma and Maria hit Puerto Rico.
- Recommend, implement and ensure transparency in reporting of recovery progress both



- externally and internally, including Web-site development.
- Record Retention.
 - Recommend and advance innovative and web-based methods that can help in providing internal and external visibility of progress of recovery efforts for the benefit of Government, Federal and general public, specifically Puerto Ricans directly affected by the hurricanes Irma and Maria.
 - Provide a standard integration mechanism to incorporate recovery progress data and other relevant data into existing executive and citizen-based dashboards and websites.
 - Develop data and information visibility tools, metrics and KPIs that can assist the Executive Director and the different consulting teams to assess the progress and challenges of all individual and collective recovery efforts, including:
 - A framework for reconstruction that incorporates resiliency measures to build to a risk-adjusted level.
 - Environmental review and permitting with opportunities for accelerated review processes, where appropriate.
 - Procurement and delivery best practices with lean construction practices.

2.1 Deliverables

Respondents shall outline the types of deliverables and timelines they produce, in performing the services being procured through this RFP. At a minimum, the key deliverables to be provided shall include such items as:

- Comprehensive reports on actions taken and advice given.
- Work papers and analysis providing information related to projects and project worksheets,
- White papers on process limitations in existing programs or efficiencies to be gained (if any) after review.
- Discussion of any potential concerns from Federal agencies (i.e. HUD) or findings, as well as a corrective plan of action.
- Quarterly reports on activities.
- Reporting and updating timelines.
- Project work plans, timeframes, and budget tools.
- Proposed system(s) and template(s) used to capture and report information.

3.0 Evaluation and Selection

The CRRO and the Authority will examine all proposals in a proper and timely manner to determine if they meet the proposal submission requirements. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole

opinion of the CRRO, may be rejected. All proposals meeting the proposal submission requirements will be evaluated.

Each proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion listed below in this section up to the maximum points.

The CRRO may request further clarification to assist the Evaluation Committee in gaining additional understanding of proposal. A response to a clarification request must be to clarify or explain portions of the already submitted proposal and may not contain new information not included in the original proposal.

Complete proposals will be preliminarily scored based upon the criteria listed below.

Experience and Capacity (30 points)

Respondents must demonstrate experience and success in implementing federal disaster recovery data management consulting, and methods. Particular consideration will be given to respondents who have knowledge and expertise in CDBG- DR, Section 428, knowledge and expertise in housing, energy, construction industry and a track record of robust data management and transparency services. Previous experience with hurricane relief funded programs, will be factored into experience. Respondents must have experience related to federally funded disaster recovery programs and significant infrastructure projects. Respondents that demonstrate they have the staff available to begin immediately will be scored higher than those who need more time, or whose responses are vague.

Approach and Methodology (20 points)

Respondents that outline a clear and straightforward approach to staffing and working with CRRO to provide expert advisory services will score higher, than those that do not. Respondents shall identify key goals and objectives, and methods for achieving high standards for the delivery of services, in expectation of meeting or exceeding these goals. Respondents shall explain how they will be organized to effectively deploy support for CRRO and clearly identify engagement manager and different workstream leaders. In addition, respondents shall demonstrate understanding of the magnitude of the recovery efforts in Puerto Rico in the aftermath of Hurricanes Irma and Maria.

Price Proposal (20 points)

Proposals will be scored based on price proposal format provided. Respondents that clearly identify a plan for reducing program costs over the life of the program as key milestones are reached and volume of activity reaches natural break points, and that identifies a clear plan for cost savings measures and/or efficiencies, will receive the most points. Respondents shall clearly align position titles, job descriptions and rates in their proposal.

Commitment to Complying with all Applicable Federal, and Puerto Rico Regulations (20 points)

Respondents who demonstrate a commitment to complying with all applicable Federal and Puerto Rico regulations. Adherence to strong ethical and integrity practices and unequivocal commitment to solid administrative practices is essential for the CRRO and the Authority. Understanding of Federal and local requirements is essential and will be highly considered.

Integration of Local Parties (10 points)

Respondents that demonstrate a strategic integration of Local Parties will receive positive remarks on this criterion. It is the responsibility of the Authority and the CRRO to encourage respondents to engage Local Parties as Team Members and Key Individuals (particularly with respect to professional designers, auditing firms, IT professional, etc.) to the greatest extent possible. Despite that the scope of services pertains to numerous Federal regulations, the services will be rendered for the benefits of Puerto Rico, which requires clear understanding of local regulations, policy frameworks and infrastructure and fiscal challenges of the Island. Local Parties can significantly complement the services of U.S. based firms and enhance the effectiveness of respondents in the implementation and deployment of the required services.

3.1 Finalist Interview

The CRRO reserves the right, at its sole discretion, to invite qualified respondents to a finalist interview with the Evaluation Committee. If CRRO elects to conduct finalist interviews, each qualified respondent will be required to give a strictly timed 20-minute presentation. This presentation shall highlight expertise and prior data management services provided for similar organizations. The presentation shall also clearly explain the respondent's approach and team composition. The Evaluation Committee may alter the scoring of a qualified respondent's proposal based upon the presentation. Respondents are responsible for all costs or expenses incurred to attend such interview.

3.2 Selection

Following completion of the evaluation process the Evaluation Committee will meet to choose the Selected Proponent.

4.0 Respondent Requirements**4.1 Requirement of Legal Entities**

Respondents that are corporations, partnerships, or any other legal entity, U.S. or Puerto Rico based, shall be properly registered or capable to be registered to do business in Puerto Rico and the U.S. at the time of the submission of their proposals, and comply with all applicable Puerto Rico or U.S. laws and/or requirements.

4.2 Required Qualifications of Respondent

Respondents to this RFP shall provide information in their proposals that demonstrates the following qualifications:

- Respondent has adequate financial resources to perform the contract, or the ability to obtain them; financial statements for the past 2 years will be required or equivalent financial records must be included in the proposal.
- Respondent is able to comply with an accelerated delivery or performance schedule.
- Respondent has a satisfactory performance record.
- Respondent has a satisfactory record of integrity and business ethics.
- Respondent has the necessary organization, experience, accounting and operational controls, and technical skills.
- Neither respondent nor any person or entity associated who is partnering with respondent has been the subject of any adverse findings that would prevent CRRO or Authority from selecting respondent. Such adverse findings include, but are not limited to, the following:
 - Negative findings from a Federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state.
 - Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in Puerto Rico or another state.
 - Pending litigation with the Government of Puerto Rico, or any other state.
 - Arson conviction or pending case
 - Harassment conviction or pending case.
 - Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings
 - In rem foreclosure.
 - Sale tax lien or substantial tax arrears.
 - Fair Housing violations or current litigation.
 - Defaults under any Federal and Puerto Rico-sponsored program.
 - A record of substantial building code violations or litigation against properties owned and/or managed by respondent or by any entity or individual that comprises respondent.
 - Past or pending voluntary or involuntary bankruptcy proceeding.
 - Conviction for fraud, bribery, or grand larceny.

4.3 Proposal Format

The respondent's proposal shall be formatted as follows:

4.3.1 Cover Letter and Table of Contents (2 pages)

Provide a cover letter that includes a certification that the information submitted and the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the respondent. Clearly identify the designated contact person for the engagement.

Provide a table of contents that clearly identifies the location of all material within the Proposal by section and page number.

4.3.2 Experience and Capacity (8-12 pages)

Provide a summary of the types of services the respondent offers that relates to this RFP. Provide specific details on any previous experience with federally funded disaster recovery programs and FEMA data management procedures. Identify engagement and or staff experience with entities comparable to CRRO for which the respondent provides or has provided, similar services within the last (10) years. Respondents must indicate the dollar value of the recovery disaster program for which has provided similar services to the ones contemplated in their RFP. Detail at least one to three (1-3) similar engagements and/or experience with private and public-sector clients that would demonstrate that the respondent can provide the requested services. Each example should include:

- a) Name of client organization.
- b) Description of engagement or experience and objectives of the project including beginning and ending dates.
- c) Examples of recommendations offered to the client and the results of the implementation of those recommendations.
- d) Information regarding the project that would demonstrate successfully experiences by the client, as a result of the recommendations. This may include performance metrics and improvements.
- e) If the example involves a private sector client, describe how the experience could be applied to the public sector.
- f) Description of Federal funding programs managed during the engagement.
- g) Description of key infrastructure programs or projects advanced as part of the engagement, if any.

CRRO may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP and the responsiveness of the respondent to the client during the engagement. Please provide at least three (3) references for the prime Respondent and two (2) for any partners or sub-contractors. Each reference should include the name, title, company, address, phone number and email address of the reference. Inability to contact a reference will not be looked upon favorably.

Provide a summary of the Respondent's technical expertise that describes the respondent's unique capabilities. This narrative should highlight the Respondent's ability to provide Disaster Recovery

Data Management Services. Provide biographical summaries for Key Individuals and their proposed roles. Resumes can be attached as an appendix and will not count toward the page limit of the proposal.

In addition, identify any sub-consultants and Local Parties incorporated into the team and clearly explain their expertise, expected role and value to the engagement.

Specify the primary contact person for the respondent (name, title, location, telephone number, and e-mail address).

4.3.3 Approach and Methodology (4-8 pages)

Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined in the Scope of Services for this RFP. Specifically address how the Respondent proposes to effectively assist the CRRO with each individual tasks included in the Scope of Services and how the Respondent intends to cohesively delivery all the services in an organized manner. Indicate why the proposed approach is appropriate and suited for Puerto Rico and Federal requirements associated to disaster recovery efforts.

Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to the Puerto Rico Government and/or the magnitude of the post-hurricane devastation. The examples should contain enough information for the evaluators to ascertain the success of the projects accomplished by the Respondent.

This section must include an acknowledgement that, if selected, the Respondent has the ability to respond with sufficient key and line staff and the proposed Key Individuals.

Identify existing staff that will be involved in ongoing data management services, including each staff member's proposed role in the organization, their relevant qualifications, and the allocation of their time to this engagement. Clearly identify the members of the team that are expected to be residing in Puerto Rico and will serve as local contacts for the engagement purposes.

4.3.4 Price Proposal

Respondents are required to submit their price proposal in accordance to the Price Proposal Form (Attachment 1). CRRO is interested in obtaining three components of the Respondents' pricing:

- Component 1: hourly rates of all team members,
- Component 2: estimate of the aggregated price of the proposal, and
- Component 3: estimate of budget needed for any reimbursable expenses associated with traveling and lodging. Respondents are encouraged to consider GSA rates for this estimate.

With respect to Component 1 of the Price Proposal, Respondents can add as many rows as needed for relevant and related labor categories. For any additional labor categories, the Respondent must provide a name and title of the team member. Do not leave blanks or enter a zero dollar amount for any rate. Enter hourly rates showing up two decimal points. List the rates for the entire three year term of the contract. The rates included in the proposal should be the respondent's lowest discounted governmental rates.

With respect to Component 2, Respondents should make their best efforts to arrive at an aggregated total price estimation and total hours estimation. Respondents can provide a list of assumptions and qualification's underlying the estimate to provide context for the estimation.

Respondents that regularly use pricing models, other than what is required in this RFP may elect to submit an Alternate Cost Structure along with their completed Price Proposal Form. The Alternate Cost Structure shall clearly describe the pricing model used by the respondent and provide a clear explanation of how the rates proposed on the Price Proposal Form correlate to the fees described in the Alternate Cost Structure. If electing to submit an Alternate Cost Structure, the respondent must also submit a completed Price Proposal Form in accordance with the instructions above. Respondents that do not submit a completed Price Proposal Form will not be evaluated.

For CRRO to consider an Alternate Cost Structure, the proposal must include:

- A completed Price Proposal Form with hourly rates
- A detailed description of the Alternate Cost Structure, including staff qualifications, number of hours worked per unit billed, rate (daily, weekly), and other relevant information
- A detailed explanation of how the hourly rates proposed in the Price Proposal Form equate to the Alternate Cost Structure

4.3.5 Commitment to Complying with all Applicable Federal and Puerto Rico Local Regulations (2-4 pages)

Respondents shall explain their adherence to complying with all applicable Federal and Puerto Rico regulations. Indicate what characteristics of the team set them apart in terms of commitment to comply with all laws and requirements. Indicate what specific trainings and expertise reside within the team that reinforces the commitment to compliance.

4.3.6 Local Parties (1-4 pages)

The CRRO, the Authority and the Government of Puerto Rico have the objective of fostering the participation of Local Parties in the provision of professional services and local expertise. Explain how the Local Party(ies) will add value to the team and their expected role. Identify the Key Personnel from the Local Party(ies) and provide an indication of the expected level of involvement on the day-to-day activities and interaction with the CRRO.

5.0 Confidentiality of Responses & Proprietary Information

Upon completion of the RFP process, the CRRO and the Authority will make public its report regarding the procurement and selection process, which shall contain certain information related to this RFP process, except trade secrets, pricing and proprietary or privileged information of the Respondents. Information considered trade secrets or non-published financial data may be classified as proprietary by the Respondents. All Respondents are required to submit a redacted copy of their proposal. The CRRO reserves the right to make public the redacted copies of the proposals at the conclusion of the RFP process. If a redacted copy is not submitted by a Respondent, the CRRO will assume that the original copy of the proposal can be made public. Proposals containing substantial contents marked as confidential or proprietary may be rejected by CRRO. Provision of any information marked as confidential or proprietary shall not prevent CRRO from disclosing such information if required by law. The ultimately awarded contract(s) and all prices set forth therein shall not be considered confidential or proprietary and such information may be made publicly available.

6.0 Conflicts of Interest

Any contract awarded under this RFP will preclude the selected respondent from representing before the CRRO or the Authority any bidder other than those bidders or grantees who may be assigned under this contract during the period the contract is in effect. Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts (the "Ethics Guidelines") and other ethic regulations listed in the Executive Order. Prospective Respondents should review the Ethics Guidelines, which are available for download on the Authority's website: <http://www.p3.pr.gov>.

Respondents are required to provide a list of any other current or former advisory contracts the firm has/had with any Government Entity in Puerto Rico, or which bear any direct or indirect relation to the activities of the Government of Puerto Rico. Further, please provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any U.S. law enforcement agencies involving your firm or team that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations. In addition, please provide a brief description of any work you have performed for any creditors or guarantors of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing, and if not, when the prior assignment concluded.

At some point in the selection process, the CRRO may request information on any perceived conflict of interests. Also, the CRRO or the Authority may in the future request a list of direct or indirect relationships the firm or its professionals have to members of the PPPA or Board Members or executives of other Public Corporations.

In the event of real or apparent conflicts of interest, CRRO reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Respondents. CRRO reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to CRRO's satisfaction.

7.0 Proposal Additional Information

7.1 Rejection of Proposals; Cancellation of RFP; Waiver Informalities and Withdrawal Proposal

Issuance of this RFP does not constitute a commitment by CRRO and the Authority to award a contract. The CRRO reserves the right to accept or reject, in whole or part, and without further explanation, any or all proposals submitted and/or cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the impacted communities or the Government of Puerto Rico.

The CRRO reserves the right to waive any informalities and/or irregularities in a proposal if it deems that doing so is in the best interest of the impacted communities or the Government of Puerto Rico.

A respondent may withdraw a proposal at any time up to the date and time the contract is awarded. The withdrawal must be submitted in writing and directed to the PPP's Executive Director.

7.2 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of CRRO. Selection or rejection of a proposal does not affect this provision.

7.3 Cost of Preparing Proposals

All costs associated with the response to this proposal are the sole responsibility of the Respondent.

7.4 Errors and Omissions in Proposal

CRRO reserves the right to reject a proposal that contains an error or omission. CRRO also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any respondent, without opening up clarifications for all respondents.

8.0 Payment Terms & Method of Payments

The Selected Proponent will be paid by services provided previously approved by the CRRO. It is the Selected Proponent's responsibility to include all services required to meet the engagement's objective as established in this RFP.

8.1 Payment Terms

Payment will be made upon presentation of invoice evidenced by the services provided and duly authorized by the CRRO. If the CRRO finds the submitted invoice as acceptable, then the invoice will be approved and processed for payment promptly after submission of the invoice. The Authority reserves the right to review the correctness of invoices and perform the audits as it deems fit.

8.2 Method of Payment

The Selected Proponent shall submit monthly invoices for the agreed fees. Invoices must be detailed, specific and itemized accompanied by a description of the services provided as previously approved by the CRRO. In addition, it shall be noted that no public servant of the contracting entity is a party or has interest on the profits or benefits product from the contract, regarding the invoice and if it does have interest in some part on the profits or benefits of the contract it must specify that a waiver has been mediated. The CRRO shall request the Selected Proponent all the necessary information, related to the invoiced expenses, in order to verify them, previous to order the release of payment.

The CRRO reserves the right to perform audits it deems appropriate. In the case of finding unpaid invoices, they shall approve and process its payments.

The Selected Proponent will deliver the original invoice to the office in the CRRO requesting the service or its authorized representative; such invoice must be properly completed and certified by the Selected Proponent. Such office will work it promptly upon receipt, it will then be duly certified by the Authority or its authorized representative, in accordance with the Accounting Act law following the standards established by enforcement agencies of the Government of Puerto Rico.

9.0 General Federal Grant Requirements

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the OMB applicable circulars. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor. In addition, this RFP is intended to be conducted in accordance to 2 CFR 200 which clearly outlines the methods of procurement to be followed by non-federal entities.

SVR 

10.0 HUD General Provisions

Because the contract may involve funds from HUD, the contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix II. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth at Appendix II, and any subsequent changes made by HUD.

11.0 Federal General Provisions

Because the contract may involve funds from other federal agencies, the contract shall be also governed by any specific terms and conditions set forth by a federal agency. In such case, Respondent shall provide a description of experience in dealing with any other requirements established by that other federal agency and affirmatively represent and certify that the respondent shall adhere to the terms and conditions set forth by that agency.

SVR



Attachments and Appendices

1. Attachment I – Price Proposal Form
2. Attachment II – HUD General Provisions

**Attachment I
Price Proposal Form Rates**

Respondent Name: _____

Price Proposal Component #1:

Names	Title	Hourly Rates		
		2017-18 FY*	2018-19 FY**	2019-20 FY**
	Managing Director			
	Engagement Manager			
	Area Specialist			
	Area Specialist			
	Technical Analyst			
	Technical Analyst			

* Hourly rates should correspond to Puerto Rico fiscal years, which run from July 30 to June 30.
Add as many rows as needed for relevant and related labor categories.

Price Proposal Component #2:

Provide the best estimation of total amount of hours and aggregated price of proposal.

Price Proposal Component #3:

Respondents should provide an estimate of the expected needed budget for traveling and lodging expenses. Reimbursable expenses shall be pre-authorized by the CRRO.

SVR

Attachment II
HUD General Provisions

Given that the contract may involve funding from the U.S. Department of Housing and Urban Development, the following terms and conditions may apply to any purchase orders issued by the Puerto Rico Central Recovery and Reconstruction Office (CRRO). In addition, Contractor shall make sure whether compliance Federal Labor Standards Provisions set forth in Form HUD-4010 is required.

The Contractor shall flow these terms and conditions down to all subcontractors directly servicing the contract or purchase order.

These general provisions may be updated from time to time. It is the sole responsibility of the Contractor to be aware of any changes hereto, to implement such changes when effective, and to flow such changes down to its subcontractors, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS

The Government of Puerto Rico reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Government of Puerto Rico. The Contractor shall cooperate with all Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.



Additionally, for contracts of \$10,000 or more, the Contractor shall file Form HUD 2516 (Contract and Subcontract Activity) with CRRO on a quarterly basis. A copy of that form is available at <http://www.hud.gov/offices/adm/hudclips/forms/files/2516.pdf>.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.



12. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

14. CONFLICTS OF INTEREST

The Contractor shall notify the Government of Puerto Rico as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Government of Puerto Rico is able to assess such actual or potential conflict. The Contractor shall provide the Government of Puerto Rico any additional information necessary for the Government of Puerto Rico to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Government of Puerto Rico, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

When subcontracting, the Contractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor represents to the Government of Puerto Rico that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Government of Puerto Rico.

17. INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the Government of Puerto Rico and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

18. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and



Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the Contractor shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to CRRO. A fillable version of that form is available at <http://www.hud.gov/offices/adm/hudclips/forms/hud4.cfm>.

21. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the the Government of Puerto Rico shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Government of Puerto Rico, become the Government of Puerto Rico's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Government of Puerto Rico for damages sustained by the Government of Puerto Rico by virtue of any breach of the contract by the Contractor, and the Government of Puerto Rico may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico from the Contractor is determined.

22. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

The Government of Puerto Rico may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Government of Puerto Rico as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

- 1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- 2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that

applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- 5) The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers

representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

25. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding \$100,000)**

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

27. LOBBYING (Applicable to contracts exceeding \$100,000)

The Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- 3) A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- 1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 3) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- 5) The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic

Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- 8) For contracts exceeding \$100,000, the Contractor shall submit Form HUD 60002 (Section 3 Summary Report) to CRRO on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

**APPENDIX B
PROVIDER'S PROPOSAL**

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A handwritten signature in black ink, appearing to be the initials 'svr' with a stylized flourish.



Experience the commitment®

CGI Proposal to Government of Puerto Rico Central Recovery and Reconstruction Office of Puerto Rico

Disaster Recover Data Management Services After Hurricanes Irma and Maria

February 22, 2018



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[Handwritten signature]



With 71,000 professionals operating in 400 offices in 5 continents, CGI fosters local accountability for client success while bringing global delivery capabilities to clients' front doors. Founded in 1976, CGI applies a disciplined delivery approach that has achieved an industry-leading track record of delivering 95% of projects on-time and on-budget. Our high-quality business consulting, systems integration and managed services help clients leverage current investments while adopting new technology and business strategies that achieve top and bottom line results. As a demonstration of our commitment, our client satisfaction score consistently measures higher than 9 out of 10.

PROPRIETARY AND CONFIDENTIAL

In accordance with RFP Section 5.0, we have provided a copy of our Proposal redacted to conceal materials and information we designate as confidential. The materials so designated and redacted represent trade secrets and other highly sensitive business materials, including our proposed price, that CGI routinely endeavors to withhold from public disclosure. Public disclosure of the designated materials may have a seriously adverse impact on the value of the materials and CGI's ability to compete in our chosen markets. We understand, as the RFP explains, that the final pricing of the awarded contract will become public, but we request nevertheless that until award our pricing be withheld from disclosure as sensitive competitive business information.

The information in this proposal is submitted on February 22, 2018

JVR

Omar J. Marrero, Esq. – Executive Director PPP Authority
Central Recovery and Reconstruction Office of Puerto Rico (CRRO)
Puerto Rico Public-Private Partnership Authority

Dear Mr. Marrero:

CGI Technologies and Solutions Inc. (CGI) is pleased to submit our response to the CRRO's Disaster Recovery Data Management RFP. While every natural disaster poses unique recovery challenges, they all demand the ability to work effectively across multiple agencies, compassion for disaster victims, and the commitment to positively impact the affected community. CGI and our local partner bring this experience, compassion, and commitment.

CGI has a successful track record in the specialized, Disaster Recovery world. **CGI is the trusted, primary IT service delivery partner for the two largest natural disaster recovery efforts in US history, Hurricanes Katrina and Sandy.** With strong references from both Louisiana and New Jersey, few vendors can claim this level of real-world experience.

CGI built the only Natural Disaster Recovery Data Management system that combines financial management with full life cycle grant management. **As the trusted system of record for over \$4B in recovery funds in NJ, the CGI-built disaster recovery data management system, known as SIROMS in NJ, has been widely praised by clients, HUD, and auditors.** The size and scale of Sandy's recovery involved thousands of applicants, state staff, third-party oversight, and investigation services. Successfully supporting a recovery effort of this size and scale where others failed, uniquely qualifies CGI to be the partner of choice to assist Puerto Rico's recovery efforts.

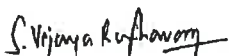
CGI proposes leveraging the CGI-built Sandy system as the core of the CGI Disaster Recovery Solution to implement initial functionality within 60 days enabling the CRRO to accelerate program delivery and the distribution of much needed recovery funds to affected residents. Using a flexible, phased approach, all functionality as proposed will be implemented within the first year. **We look forward to providing a system demonstration during our Oral presentation.**

CGI is responding only to the Data Management RFP. This decision is a lesson learned from other DR programs where **separating the IT Delivery provider, including reporting and data management, from program execution providers enables standardized, unbiased reporting across programs using a single, integrated system of record.**

CGI's has partnered with Evertec, a trusted, IT service provider to Puerto Rico, and a company that CGI has been doing business with for over 20 years. CGI's team also includes subject matter experts in HUD and FEMA program management and regulatory/compliance at the federal and local levels.

The information provided in our response is true and accurate. I am authorized to submit the proposal on behalf of CGI. We look forward to receiving your feedback. Please refer questions to Darla Bassetti, Vice President, Consulting Services at (941) 586-2961 or darla.bassetti@cgi.com.

Sincerely



Vijaya Srinivasan, Senior Vice President



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1 Experience and Capacity

1.1 Executive Summary

Puerto Rico has faced the worst natural disaster on record with massive damage due to the impacts of Hurricanes Irma and Maria. CGI Technologies and Solutions Inc. (CGI), a Delaware corporation, is privileged to submit this proposal to partner in expeditiously providing relief funds to storm victims. The world is watching closely as Puerto Rico undertakes this historic recovery effort. **In this urgent environment, CGI is uniquely qualified to simultaneously provide advisory, consulting, delivery, and management support services around a proven data management solution, providing tangible, public facing functionality, within 60 days of contract execution.**

CGI combines the size and experience of a large global corporation with the agility and execution of a highly focused disaster recovery practice. This experience is reflected in CGI's delivery of positive recovery results in Louisiana (Katrina) and New Jersey (Sandy), the two most damaging hurricanes to hit the mainland. CGI has developed the only comprehensive financial and grant management data system for disaster recovery for New Jersey, known as the Sandy Information Recovery and Operations Management System (SIROMS). This CGI built system has been praised by HUD as noted by the New Jersey Department of Community Affairs (NJDCA):

"Indeed, the State understands that HUD has pointed to the SIROMS IT system as a model for other states to consider when implementing complex disaster relief programs." NJDCA

Founded in 1976, CGI Technologies and Solutions Inc., with its parent organization, CGI Group Inc., is the fifth largest independent information technology and business process services firm in the world, with qualifications including:

- Extensive Natural Disaster Experience supporting FEMA/HUD funded recovery programs
- Built-for-government IT solutions with experience managing all elements of protected data associated with disaster recovery programs
- Deep public sector expertise based on partnering with 300 local governments, numerous U.S federal agencies, and 46 states, as well as Puerto Rico
- Pioneers in Agile for Government operational implementation, helping Agencies transition from Waterfall to Agile SDLCs
- Experts in Big Data, working across industries to develop KPIs and metrics that highlight delivered value and encourage data-driven decision making
- Broad experience with data visualization, dash-boarding, and transparency to help government leaders make sense of complex relational data sets in Disaster Recovery Environments

CGI is a global end-to-end IT and business process services leader

High-end business and IT consulting	71,000 professionals, 85% shareholders	10,000 clients across the globe
System integration, IT and business process outsourcing	400 offices, 40 countries around the world	Client satisfaction: 9 1/10
100+ mission-critical IP-based solutions	\$10B annualized revenue	

World's 5th largest independent IT and BPS firm

- High level public sector consulting, advising multiple government agencies on ways to implement innovative web based methods of increasing citizen engagement and transparency
- Long standing reputation as industry leading systems integrators, with proven success integrating with legacy systems, centralizing data sources, and maximizing ROI for our clients



In order to demonstrate definitively that CGI is fully qualified to serve the CRRO and Puerto Rico in providing our CGI-DRS solution without any actual or perceived conflict of interest we have provided our specific responses to RFP Sections 4.2 (Required Qualifications of Respondent) and 6 (Conflicts of Interest) in Appendix 1 to our proposal.

1.2 CGI's Disaster Recovery Services Experience

Detail at least one to three (1-3) similar engagements and/or experience with private and public-sector clients that would demonstrate that the respondent can provide the requested services. Each example should include:

Provide specific details on any previous experience with federally funded disaster recovery programs and FEMA data management procedures.

Provide a summary of the Respondent's technical expertise that describes the respondent's unique capabilities. This narrative should highlight the Respondent's ability to provide Disaster Recovery Data Management Services.

Identify engagement and or staff experience with entities comparable to CRRO for which the respondent provides or has provided, similar services within the last (10) years. Respondents must indicate the dollar value of the recovery disaster program for which has provided similar services to the ones contemplated in their RFP.

Provide a summary of the types of services the respondent offers that relates to this RFP.

CGI recognizes the challenges of establishing and maintaining an effective and compliant disaster recovery program. For nearly nine years, CGI has partnered with multiple states devastated by natural disasters.

In March 2009, the State of Louisiana, still suffering from the historic destruction of Hurricanes Katrina and Rita, enlisted CGI to manage and improve its disaster program IT operations. Today, Louisiana's CDBG-DR funded Road Home Assistance Program has disbursed \$8.9B to rebuild its homes, **achieving over 99% close rate on the program's grants.**

In June 2013, CGI was selected as the State of New Jersey's primary IT consultant to manage the technology underlying the disbursement of CDBG-DR recovery funds in response to Hurricane Sandy. In New Jersey, **CGI's implementation of the SIROMS systems are responsible for the management of over \$2.6B in disbursements, receiving praise from the State's business owners and auditors.**

State	CGI Experience	Contract Value
New Jersey	Comprehensive IT solutions implemented to support Superstorm Sandy recovery efforts since 2013	\$90M
Louisiana	Over 10 years of DR operations support in the aftermath of Hurricanes Katrina, Rita, Gustav and Ike	\$86M

In addition, identify any sub-consultants and Local Parties incorporated into the team and clearly explain their expertise, expected role and value to the engagement.

1.2.1 Team CGI

Considering the complex nature of the CRRO initiative, CGI has teamed with a group of highly successful organizations that have the right skills and experience to support the CRRO initiative.

Team CGI is the right choice for the following reasons:

- CGI's ability to leverage a mature solution from New Jersey (SIROMS) will facilitate a significantly shorter time to deliver than any other comprehensive solution.
- CGI is able to demo a working solution immediately.

- CGI estimates to stand up the first phase of CGI-DRS including the core infrastructure, base financial system, application intake for one grant management program, helpdesk, and data integration for up to 5 disparate data sources within the first 60 business days.
- CGI has chosen to bid solely on the data management RFP for Puerto Rico as we recognize the stringent need to maintain more than arm's length separation between the auditing and oversight roles, and the programmatic implementation on a disaster recovery project. The solutions CGI developed for Louisiana and New Jersey have been built with audit-first intent, blending programmatic ease of use with traceable and transparent access to the data.
- CGI's Disaster Recovery solutions have supported the ongoing audit and regulatory compliance efforts in both LA and NJ. Facilitating the successful completion of multiple direct system audits from HUD and other regulatory compliance oversight partners.
- CGI's Disaster Recovery solutions have been proven as the trusted system of record for recovery efforts over \$4 billion. The size and scale of this kind of recovery involves thousands of applicants, government staff, and third party oversight and investigation services. Having successfully delivered a solution of this scale sets CGI apart from other vendors who have unsuccessfully attempted similar projects.
- To date, the intellectual property (IP) that powers the CGI-DRS has been developed through the use of federal funds and is therefore owned by the government. This simultaneously facilitates the sharing of resources between governmental entities, greatly reduces the need for rework, and eliminates the need for complex and costly licensing agreements between CGI and our clients, should there be a desire to maintain the system "in-house" when a steady maintenance state has been reached.
- CGI's experience delivering systems integration with legacy data has resulted in significant cost savings for our clients. CGI enables clients to maximize ROI by leveraging existing functionality in legacy systems while simultaneously centralizing the collection, management, and reporting capacity on disaster recovery data from multiple disparate sources.
- CGI's built for government solutions including the CGI-DRS, currently in-use in New Jersey, deliver cross-functionality data management with the proven capacity for maintaining record management for multiple funding sources. As a community works through the disaster recovery process, being able to report and publicize holistic results is crucial for public transparency. The CGI-DRS is currently managing two funding sources in New Jersey, the CDBG-DR grant award and the new resiliency focused NDR grant award. The technology provides a framework that is expandable to incorporate other funding sources such as FEMA, SBA, etc.
- In addition to our proven solution, Team CGI has the in-depth business knowledge required to effectively understand funding and program requirements across numerous Disaster Recovery funding sources (e.g., FEMA, HUD CDBG-DR, SBA) and support the CRRO in the execution of its varied recovery and resiliency efforts.
- CGI has assembled a uniquely qualified, proven team of local partners, technology partners, and federal regulatory experts to deliver for CRRO.

of Our team is made up of the following organizations:

1.2.1.1 CGI: Prime Contractor

As prime contractor, CGI will provide and be responsible for overall project execution, management oversight, and delivery and management of the solution. CGI's nine year experience in successfully executing in this role on both the New Jersey Sandy Recovery project and the

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Louisiana Road Home project, provides end-to-end expertise uniquely qualified to execute the CRRO initiative in the most expeditious manner.

1.2.1.2 Evertec: Subcontractor

Evertec Inc. is a highly respected IT Government partner, based in Puerto Rico with 1400 employees. Evertec has worked with CGI for over 20 years across the implementation and support of CGI's banking solutions throughout Evertec's client base. Evertec has provided the Government mission critical data processing and consulting services for 20 years, including outsourcing for local and federally funded programs like Child Support, Unemployment Insurance, Puerto Rico Court Administration, Treasury Department, and Electronic Benefit Transfer. Evertec's exclusive partnership with CGI provides the local experience and expertise necessary to deliver and integrate quickly with the CRRO. Evertec is uniquely qualified to provide an expeditious Hosting Option in Puerto Rico as well as support the System Integration and help desk delivery of the overall solution. With the selection of the Team CGI, the CRRO will be in a position to promote a trusted well-known local partner with a substantive role in the solution.

1.2.1.3 FEMA Regulatory Expert: DCMC Partners

DCMC Partners is a crisis management and public safety consulting firm and a federally-recognized small business headquartered in Washington, DC. DCMC's leadership team members have each held senior emergency management positions for more than 25 years. While at the Federal Emergency Management Agency (FEMA), they helped overhaul the agency and build the nation's preparedness, mitigation, response, and recovery programs. Mark Merritt, Barry Scanlon, and Drew Sachs created DCMC Partners to continue work on these important issues. DCMC has been working with Puerto Rico, supporting response and recovery efforts since September 13, 2017. One of their initial tasks was to establish and staff the Territory's Operations Section. DCMC negotiated all USACE work as CAT B Temporary Repairs and a \$200 million PW, with a \$100 million Advance for PREPA. DCMC team members have obtained programs and funding, including 100% CAT A & B for 180 Days, 90/10 Cost-Share, and CAT Z. They have developed and reviewed PWs and RRFs, and reviewed submitted grant documentation. They also established a Debris Technical Assistance Program at the branch level. DCMC has assisted Puerto Rico leadership from day one and throughout all negotiations related to the implementation of Section 428.

1.2.1.4 HUD CDBG Expert: Suzie Elkins

A former Executive Director of the Louisiana Office of Community Development, Ms. Elkins works with state and local governments in planning, designing, and implementing community development programs using HUD CDBG, HOME, NSP and Disaster Recovery funding. She has written CDBG Grantee Handbooks, Disaster Recovery Actions Plans for three states and one city. Ms. Elkins has also developed policies and procedures and standard operating procedures for housing rehabilitation/reconstruction, acquisition/buyout, small and large rental, economic development and reimbursement CDBG-DR programs. She brings 33 years of experience in managing Community Development programs including 8 years working with States and local governments in planning and implementing Disaster Recovery Programs.

1.2.1.5 HUD CDBG Expert: Hugh Hyman

Mr. Hyman is a FEMA / HUD experienced partner who served on the staff of the Louisiana Office of Community Development as the Director of Reporting and Performance Management, where he maintained the oversight of the federal, state, and internal reporting of financial and performance metrics for \$14.6 B in HUD CDBG-DR. He was the State's stakeholder that drove the creation of an online system that allowed grantees to submit project applications and requests for payment for approximately 400 projects. This tool inspired the creation of SIROMS when the NJ CGI team evaluated possible solutions.

1.2.1.6 Blue Streak Technologies: Subcontractor

Blue Streak Technologies (Blue Streak) is a software development partner that specializes in the OpenText Metastorm BPM (MBPM) technology suite, which is the backbone of the CGI-DRS. MBPM is a feature rich, stable, mature, and proven rapid application development platform with an active development community and planned support through 2022, at least, for the current version. OpenText has additional planned releases for new versions of the software in 2018 and 2019/2020, and should continue to provide functional and technical support well into the future. Blue Streak, an OpenText Select partner, has worked as a CGI partner and has been instrumental in the implementation of MBPM-based applications on both the New Jersey SIROMS and Louisiana Road Home projects. Blue Streak will provide MBPM development and implementation expertise on the CRRO project.

1.3 State of Louisiana

Since March 2009, CGI has provided a full range of consulting services to the State of Louisiana's Office of Community Development – Disaster Recovery Unity (OCD/DRU) to support their recovery efforts after the historical destruction caused by Hurricanes Katrina and Rita. OCD/DRU was designated as Louisiana's lead agency in response to Hurricanes Katrina and Rita, receiving an initial \$10.4B in funding through the HUD Community Development Block Grants – Disaster Recovery Program (CDBG-DR). Additionally, OCD/DRU received \$1B in CDBG-DR funds to support recovery efforts from Hurricanes Gustav and Ike and administered the FEMA funded Hazard Mitigation Grant Program (HMGP).

1.3.1 Engagement Description and Objectives

The Louisiana Commissioner of Administration established the OCD/DRU in response to Hurricane Katrina, authorizing the Unit to orchestrate the State's relief efforts across multiple disaster recovery areas. The Road Home Housing Assistance Program (HAP) serves as the primary DR program. HAP is designed to compensate individual homeowners for residences moderately or severely damaged during Hurricanes Katrina and Rita. Additional program areas target the displacement of low-to-moderate income victims (Small Rental Property Program, and Low-Income Housing Tax Credits Program), and FEMA disaster mitigation funds for reconstruction (Hazard Mitigation Grant Program).

CGI was engaged by OCD/DRU in March 2009 to provide a range of consulting services to support the State's disaster recovery programs, including the provision of project management and oversight of core operations support services across all OCD/DRU's IT services.

The following are the overall objectives for the CGI engagement with the State of Louisiana OCD/DRU:

- Serve as OCD/DRU's primary IT expert to operate, improve, and otherwise manage all outsourced DR-related IT functions according to industry best practices and State and federal guidelines;
- Implement a program for continuous process improvement and provide active leadership to ensure the quality and efficiency of IT services;
- Coordinate with non-IT stakeholders, including the State and program implementation contractors, to confirm that IT services are performing the right functions, and that priorities are correctly aligned across programs;
- Oversee subcontractor activities, including planning, issuing task orders, oversight and contract enforcement, deliverable review and approval, quality assurance and testing of software enhancements or fixes, and invoice review and pre-approval.

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Overall, CGI is responsible for providing OCD/DRU with IT expertise, planning and implementation oversight across all aspects of the States disaster recovery initiatives, including its CDBG-DR initiatives, and to assist the State in achieving its ultimate goal of providing superior service to hurricane victims and other citizens of Louisiana in a manner that is efficient and produces cost savings over time.

1.3.2 Results

As a direct result of CGI's leadership, expertise, and the implementation of our recommendations to improve IT management and oversight practices, OCD/DRU has achieved the following milestones:

- Disbursement of more than \$8.9B to rebuild homes through the Road Home Assistance Program (RHAP);
- Disbursement of more than \$400M for the restoration of nearly 8,500 rental units through its Small Rental Property Program (SRPP);
- Disbursement over \$620M to mitigate natural disaster risks to nearly 9,600 homes through the Hazard Mitigation Grant Program (HMGP);

1.4 State of New Jersey Department of Community Affairs

Since June 2013, CGI has served as the primary IT consultant to the New Jersey Department of Community Affairs (NJDCA) in support of ongoing disaster recovery efforts following the devastating impact of Superstorm Sandy. The following are the overall objectives for the CGI engagement:

- Provide sufficient depth of resources to **support rapid implementation of New Jersey's Action plan and/or programs** from other disaster recovery funding
- **Provide back office technologies** and a mechanism by which the State of New Jersey could facilitate the distribution of recovery funds
- **Create a gap solution within weeks of the engagement to begin immediately processing funds**, while working on developing and implementing the longer term solution
- **Collaborate with partner agencies** working with the Sandy Recovery Division (SRD) to manage, track and report on the progress and delivery of recovery programs implemented by these agencies
- **Centralize data management as the State System of Record**

CGI is responsible for providing NJDCA and its partners with a shared technology infrastructure, software, IT, financial, and CDBG-DR services expertise to support the State in its disaster recovery operations.

1.4.1 Advisory Consulting Services / Recommendations

During the process of supporting DCA's disaster recovery objectives, CGI assessed New Jersey's disaster recovery program, along with any existing information and record keeping systems and provided an action plan targeted to provide rapid deployment of the CDBG-DR Programs to assist State residents impacted by Superstorm Sandy. The resulting action plan included opportunities across several recovery programs with proposed improvements and targeted solutions. The plan further detailed key timelines, resources and information system upgrades.

Specific recommendations were provided under the following categories:

- The State needed a flexible Grants Management system that would bridge the gaps identified on existing programs and provide workflow solutions for variety of programs.

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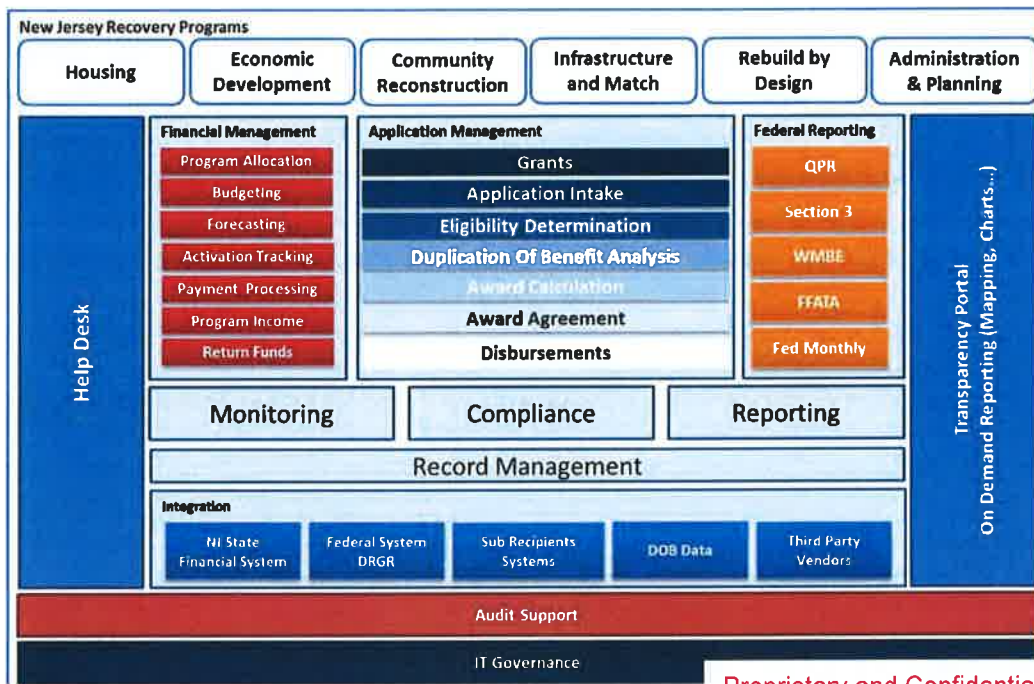
- Enhanced reporting capabilities were required that would allow the State and Senior Management to answer multiple requests including auditors, OPRA and public facing information updates, and tracking overall progress.
- Additional systems integrations with State, banks, and other vendors' systems would result in reduced costs and increased efficiencies for the State.

The State needed stronger execution with data-driven decision making. CGI developed complex algorithmic models of work flows that enabled the State to view predictive models to help inform policy decisions. Team CGI's in-depth CDBG-DR knowledge supported DCA to implement complex programs and remain in compliance with federal reporting requirements in an ever changing environment.

1.4.2 Results

As shown in **Exhibit 1-1** below, CGI implemented a comprehensive suite of tools within SIROMS that have facilitated the successful management of the Sandy Recovery programs.

Exhibit 1-1: New Jersey Recovery Program



Features include:

- A comprehensive Financial Management system with ability to link to State Treasury systems, banks, and applications for electronic funds disbursement
- Financial Management capability to manage disparate funding sources, allowing the primary grant recipient to combine data for holistic recovery reporting, while maintaining the ability to track, manage, and report on each funding source results individually.

A Full Life Cycle Grants Management system that includes public facing application intake systems, application randomization, eligibility determination and scoring, at-a-glance workflow status, document repository (record retention), complex grant award calculations, system generated grant award agreements, status and history tracking to provide clear audit trail of all actions taken within the system, and direct integration with the State treasury for funds disbursement

- Integration with major federal grant management systems to support federal and programmatic reporting requirements
- Public Transparency and audit support of application workflow and grant disbursements
- Program administration and policy information support
- An integrated data warehouse containing consolidated data provided by all partner agency sub-grantees driving multiple transparency portals including the Governor's Office of Recovery and Rebuilding (GORR) and the Office of the Comptroller
- Statistical analysis and forecasting methodologies which have helped the State identify bottlenecks in operations, provide estimates on program completion, plan for resource allocations, and project the rate of grant disbursements through the life of the programs
- Cloud-based hosting that can scale based on usage and consumption
- Help Desk services and Incident Management

The SIROMS solution has received consistently high praise from federal, state, and third-party auditors for its traceability and clarity of use. NJDCA has publicly recognized the success of the SIROMS project and SIROMS IT system.

"The development and implementation of SIROMS IT system has been a resounding success. SIROMS enabled the State to effectively: (1) implement its Action Plan; (2) disburse vital CDBG-DR funds to individuals and communities in New Jersey in desperate need of aid; (3) manage the flow of CDBG-DR funds; and (4) provide necessary monitoring and oversight as required by HUD." State of NJ

Some of the key successes of CGI's partnership with the State of New Jersey for CDBG-DR efforts include:

- Over **\$2.6B** in recovery funds disbursed through SIROMS implementation (to date)
- NJ has successfully submitted **19 QPRs** to-date on time and with no issues
- CGI has assisted DCA successfully pass audits from multiple organizations including HUD and HUD-OIG
- **26,441** Homeowners currently served through the program
- **5,470** renters being served through SIROMS Systems
- More than **\$750 million** in funds obligated for Housing Programs
- More than **300** canned reports delivered on automated schedules
- Supporting an average of **50+** ad hoc report/data requests **each week**

CGI's recommendations and technology/governance implementations have had a significant impact for the State of New Jersey as they help thousands of people recover from a historic tragedy. SRD's recovery programs and initiatives have been able to move forward quickly helping businesses create new jobs, communities remove dangerous structures and replace them with parks and green spaces, and citizens rebuild and return into their homes.

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1.5 References

Please provide at least three (3) references for the prime Respondent and two (2) for any partners or sub-contractors. Each reference should include the name, title, company, address, phone number and email address of the reference. Inability to contact a reference will not be looked upon favorably

CGI Reference 1 – State of New Jersey/Department of Community Affairs (DCA)

Name	Samuel Viavattine, Director, Sandy Recovery Division
Company	Sandy Recovery Division (SRD), New Jersey Department of Community Affairs
Address	101 South Broad St, PO Box 823, Trenton, NJ 08625
Phone Number	(609) 984-2148
Email Address	Samuel.Viavattine@dca.nj.gov
Number of Years Contracted	5 years (currently contracted)

CGI Reference 2 – State of Louisiana Office of Community Development/Disaster Recovery Unit (OCD/DRU)

Name	Neal Underwood, State of Louisiana Deputy CIO
Company	State of Louisiana Office of Technology Services for the benefit of the Office of Community Development/Disaster Recovery Unit (OCD/DRU)
Address	PO Box 94095, Baton Rouge, LA 70804-9095
Phone Number	(225) 219-9600
Email Address	Neal.Underwood@la.gov
Number of Years Contracted	9 years (currently contracted)

Please see **Appendix 2** for CGI's third reference and 2 references for each of our partners.

1.6 Biographical Summaries Proprietary and Confidential

Provide biographical summaries for Key Individuals and their proposed roles. Resumes can be attached as an appendix and will not count toward the page limit of the proposal.

Resource Name	Role	Bio
Jim Rance	Engagement Manager (part-time)	Mr. Rance brings 13 years of Information Technology and 33 years of management experience including ITIL-based service delivery and account management. Mr. Rance is the CGI Program Director for CGI's on-going support of HUD/ FEMA disaster recovery IT operations for the Louisiana Office of Community Development. He helped launch the Hurricane Katrina recovery efforts from program inception.

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Resource Name	Role	Bio
William T. Richey	Program Manager	As a former Deputy CIO with the State of Indiana, Mr. Richey brings over 20 years of combined public and private sector consulting and delivery experience. As a leader in the CGI Natural Disaster Recovery Operations, Mr. Richey has spent the last five years with CGI leading the NJ Sandy – SIROMS team in the development of the most complete end-to-end solution for the management of HUD CDBG-DR recovery funding and tracking the execution of the programs it supports.
Suzie Elkins	Regulatory / Compliance SME (Federal, State)	Ms. Elkins brings 37 years of designing state and HUD federal housing recovery programs to include overseeing the nation's largest natural disaster recovery program (Katrina) and the design and implementation of post-storm buyout program (Minot, ND).
Andrew Sachs	Regulatory / Compliance SME (Federal, State)	Mr. Sachs is a Partner at DCMC Partners and former senior official at FEMA. Over the last 15 years he has designed, established, and implemented some of the largest disaster recovery organizations in the United States for Hurricane Katrina and Superstorm Sandy(NJ), and many others. He is currently supporting Puerto Rico with all of its response and recovery activities. Andrew has helped secure and manage billions of dollars of recovery funding on behalf of States.
Hugh Hyman	Regulatory / Compliance SME (Federal, State)	Mr. Hyman brings 12 years of experience developing data-driven decisions for HUD/FEMA storm recovery program design, implementation, reporting and compliance.
Jose A. Arroyo Pont	Regulatory / Compliance SME (Puerto Rico)	Mr. Arroyo brings 13+ years of experience in working with government departments including leading a collaborating team in Puerto Rico to draft the Puerto Rico Fiscal Plan presented to oversight board as part of PROMESA. His focus on top/down solutions to help the government become efficient, effective, and reduce costs will play a key role as part of Team CGI.
Chris McCarthy	Deputy Program Manager	Mr. McCarthy brings 25 years of experience in Business Intelligence, Data Analytics and Statistical Analysis. He leads the analytics and reporting endeavors in support of the HUD/FEMA Disaster Programs for Hurricanes Katrina, Rita, Ike and Gustav.

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Resource Name	Role	Bio
Javier A. Estevez Diaz	Programmer Analyst	Mr. Estevez brings 7 years development experience, of which 4 years were supporting IT development across the Puerto Rico Government solutions. Mr. Estevez was awarded an MVP award for error-free solutions and the ahead of schedule delivery for the Treasury Merchants Integrated Portal, and MVP for cost reducing and ahead of schedule delivery for the Department of Education. As part of Team CGI Javier will provide local experience in government and assist in acceleration of integration activities.
Grant R. Colón	Functional Lead	Over the last 3.5 years, Mr. Colón has been responsible for the requirements gathering and development, system design, application development, quality control/assurance, and stakeholder management activities as the PM for the delivery of the NJ SIROMS system, responsible for managing \$4.1B in HUD CDBG-DR funding. With over 12 years of experience in Public Sector IT, Mr. Colón has broad experience in both managing projects and executing tasks across the SDLC.
Andy Gower	Reporting Lead	Mr. Gower brings 9 years of experience filling roles across the functional and technical spectrum. As a developer, he also has extensive experience developing efficient extract translate and load (ETL) processes, complex SQL, and stored database procedures/functions. He has been part of the Louisiana HUD/FEMA disaster recovery support team for 8 years.
Mike Lee	Database Lead	Mr. Lee brings more than 20 years of experience in the Information Technology industry. He has a wide range of experience providing project and account management, as well as developing, documenting, coding, testing and implementing business technology solutions. He has acquired an in-depth knowledge of database and software architectural best practices. He has been part of the Louisiana HUD/FEMA disaster recovery support team for 8 years.
Kevin Manuel	Solution Architect	Mr. Manuel brings 20+ years of experience as a lead developer. Along with his dev team, Mr. Manuel has been instrumental in the stand up and delivery of both the HUD/FEMA LA and NJ recovery projects.

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Resumes are included in our response as **Appendix 3 Key Personnel and Sample Role Resumes**.

1.7 Compliance

1.7.1 General Federal Grant Requirements

CGI represents and certifies that it shall adhere to applicable federal requirements included in the final mutually agreeable contract. CGI has extensive experience with contracts funded with federal funds and the grant requirements needed for adherence to federal terms and conditions for federal grants.

1.7.2 HUD General Provisions

CGI represents and certifies that it shall adhere to the terms and conditions in Appendix II HUD General Terms included in the final mutually agreeable contract. CGI is familiar with HUD hiring, statutory, compliance and reporting requirements. As a partner to the State of New Jersey and State of Louisiana on large scale CDBG-DR technology solutions delivery for federal grant contracts, CGI has been successful at undertaking and delivering on these initiatives under federal grants and have supported our clients' requirements related to HUD. CGI has supported the State of New Jersey and Louisiana with access to records requests, document management and retention requirements, and Davis-Bacon Act needs, both as a vendor and also providing software solutions that expedites the ability of the State to centralize the electronic capture and reporting of these requirements for HUD and internal management purposes.

1.7.3 Federal General Provisions

CGI represents and certifies that it shall adhere to applicable federal requirements from other federal agencies included in the final mutually agreeable contract. As a firm who has a long history in state and local government projects, CGI has extensive experience with contracts funded with federal funds and the grant requirements needed for adherence to federal terms and conditions for federal grants.

Specify the primary contact person for the respondent (name, title, location, telephone number, and e-mail address).

The primary point of contact for this response is:

Darla Bassetti, Vice President, Consulting Services
260 Peachtree Street NW, Suite 2303
Atlanta, Georgia, United States 30303-1290
Telephone: (941) 586-2961
E-mail: darla.bassetti@cgi.com

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2 Approach and Methodology

Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to the Puerto Rico Government and/or the magnitude of the post-hurricane devastation.

Based on our understanding of the Scope of Services and the CRRO's requirements for the DRDMS solution, Team CGI is proposing to leverage our extensive disaster recovery consulting and advisory experience, along with the existing CGI Disaster Recovery Solution (CGI-DRS), to quickly implement a solution for Puerto Rico. The CGI Team designed, developed, and has maintained the solution over the past four years while serving as the prime IT vendor for the State of New Jersey's Superstorm Sandy CDBG-DR programs. The CGI-DRS will serve as the backbone of the CRRO's data management services and operations as a whole.

The CGI-DRS (leveraging the Sandy Integrated Recovery Operations Management System (SIROMS) in New Jersey) was initially designed to incorporate the lessons learned, and best practices gained, through Team CGI's experience in developing and managing systems for the State of Louisiana's Road Home (Katrina/Ike) programs. Team CGI has leveraged our CDBG-DR expertise to build on those concepts, and lead the efforts in New Jersey to architect the CGI-DRS over time into a comprehensive, end-to-end, solution for managing DR funding, programs and the full life-cycle of their associated grants and loans, compliance, monitoring, and reporting.

2.1 Scope of Services

Explain how the respondent will achieve the goals, objectives, tasks, and deliverables outlined in the Scope of Services for this RFP.

As the CGI-DRS system was developed with Federal CDBG-DR funding, the functionality built by Team CGI can be made available at no cost to the CRRO with approval from New Jersey. This pre-built system will be available as a template for the CRRO to build upon and modify to fit their needs from DRDMS project inception. These pre-built templates will allow the CRRO to immediately benefit from more than 8 years of development efforts that have resulted in **the only truly comprehensive and scalable DR management tool combining both financial and grant management functionality**. This will allow the CRRO to hit the ground running and stand up a functional system significantly faster than otherwise possible. Serving as the architect, implementation, and support team for the SIROMS project, CGI is the only vendor in the world with proven success delivering this solution in an agile and ever-changing environment.

Since, at the time of writing, the CRRO has yet to finalize its Action Plan and receive the federal register detailing the exact funding amount Puerto Rico will receive, Team CGI understands the challenges in attempting to provide a well-defined scope for the IT system required to support the DRDMS project. Given the unknown overall scope of the Puerto Rico DR effort and its IT system needs, **CGI has chosen to focus our approach on the effort required to transfer, customize, implement, and maintain the CGI-DRS core functionality along with one (1) grant program management module**. The CGI-DRS components and our unique DR experience, which comprise the Scope of Services to be delivered as part of our approach, are outlined below.

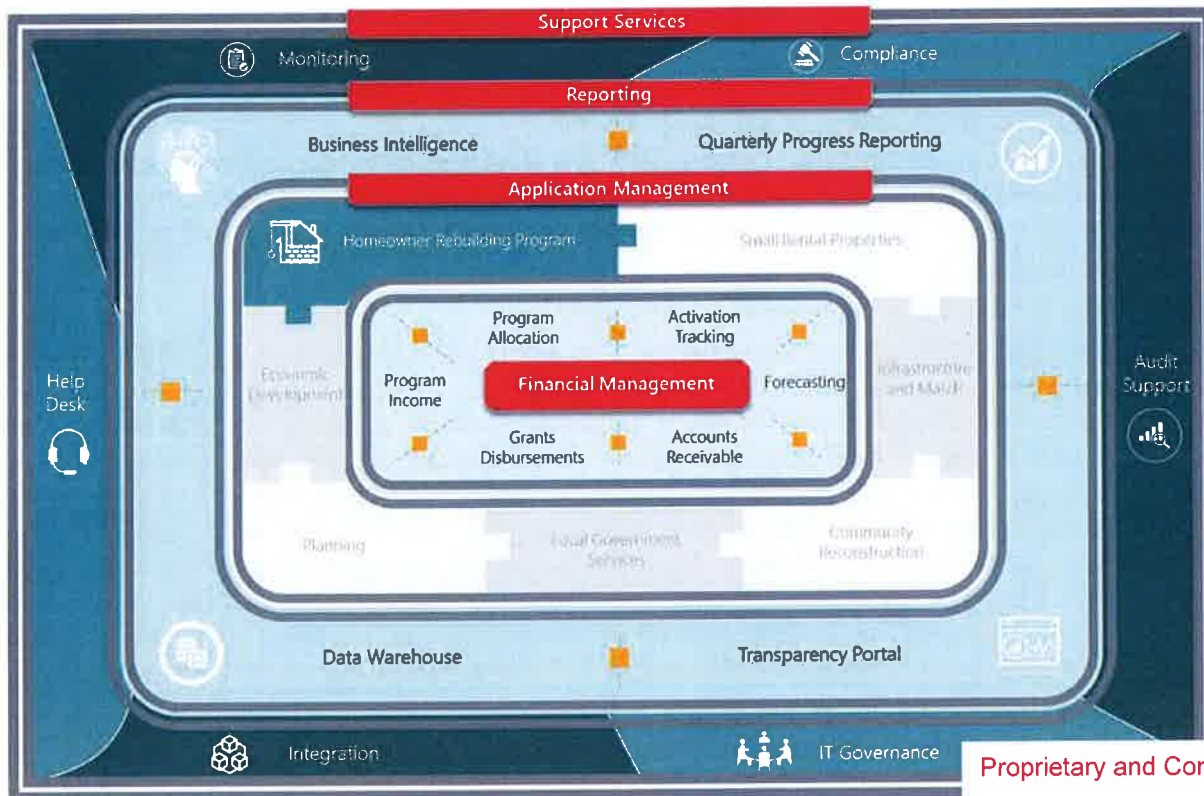
2.1.1 CGI Disaster Recovery Solution (CGI-DRS)

Implement and assist with the ongoing operations of a Grants Management System across all Federal granting programs.

The CGI-DRS leverages the SIROMS system, which is built using proven technologies, such as Business Process Management (BPM), and Microsoft .NET, chosen by Team CGI to meet the fast moving and scalable needs of a Disaster Recovery program. The core of the back-office functionality of the CGI-DRS is built on BPM. **BPM provides workflow-driven management of the business processes of any DR program or administrative function, providing clear visibility into the progress, current status, and task ownership for any given record.** BPM

also facilitates rapid system design and development; this allows us to reuse specific modules from the SIROMS project for the DRDMS system as proposed below. Team CGI has utilized the .NET Framework on components of the CGI-DRS which require less complex workflow and greater flexibility from a User Interface (UI) perspective. **Utilizing a hybrid Waterfall-Agile approach to the Software Development Life Cycle (SDLC), with a focus on deep collaboration with program management and staff,** Team CGI proposes a phased implementation of the technologies and CGI-DRS modules described in detail below, and highlighted in **Exhibit 2-1**, hosted on-premises in Puerto Rico at Evertec’s secure, regulatory-compliant, Data Center to meet the IT needs of the CRRO’s DRDMS project. The phased implementation is described in detail in Section 2.1.3 Deliverables.

Exhibit 2-1: CGI Disaster Recovery Solution for Puerto Rico



Proprietary and Confidential

• **Financial Management**

- **Program/Activity Allocation, Activation, and Performance Measures Management –** This CGI-DRS module provides workflow-driven management of program/activity budgets and their associated performance measures, for one to many funding sources simultaneously. Approved transactions update all of the financial validations throughout the CGI-DRS, providing strict financial management, while also maintaining an audit trail for each budgetary transaction. To date, over 15,000 transactions have been recorded and tracked for NJ via this module.
- **Funds Requests (Grant Disbursements) –** Preconfigured to align with HUD CDBG-DR and Federal funding management and reporting structures, the Funds Request module provides the functionality necessary to encumber funds, perform necessary reviews of supporting documentation, obtain and record multiple levels of approvals, and integrate with external systems in order to facilitate grant award disbursements as quickly as possible. In NJ, the Funds Request module was developed and responsible for the

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disbursement of over \$200MM within the first 120 days after deployment and is currently responsible for tracking and driving the reporting, of the entire \$2.6B of funding disbursed in NJ to date.

- **Accounts Receivables / Cash Receipts (AR/CR)** –The AR and CR modules allow the project to track outstanding ARs, record CRs, and return the funding back into appropriate activities to ensure it is available to the program for redistribution. The AR/CR modules have managed the return of \$26MM+ in recovery funding to-date in NJ.
- **Program Income** – Understanding the nuances of CDBG-DR programs that generate income, such as interest earned on loans made, the CGI-DRS provides the functionality to receipt Program Income funds and ensure they are redistributed as per HUD regulations.
- **Financial Forecasting** – The Forecast module allows the CRRO to standardize, streamline, and manage the financial forecasting process for each recovery program in order to provide the primary grantee the necessary visibility into program progress and funding burn rate required to properly manage the overall distribution of funds and accurately communicate funding needs to HUD.
- **Contractor Invoice Management (not illustrated above)** –The Contractor Invoice Management module provides a variety of functions including contract management and encumbrance, defining tasks and tracking their completion, invoicing, and managing accounts payable.
- **Application Management (Grant Management)**
 - **Housing Rebuilding Program (HRP)** – The Application Management/Grant management module provides a one-stop-shop for all detail and data pertaining to an application for a grant program. Designed to manage the application data, property damage estimates, progress of construction/inspections, grant award calculators and disbursements, interactions with applicants, program workflow, and all pertinent supporting documentation for the NJ Sandy Recovery project’s largest program, and the forefather of the LMI program, the \$1.4B Rehabilitation, Reconstruction, Elevation, & Mitigation (RREM) program. The HRP module within the CGI-DRS provides a robust template to start from for any housing recovery program, and can be tailored to capture any data required to maintain compliance with PROMESA/FOMB mandated guidelines, such as for Critical Projects. To date, in NJ, this module has managed 16,000+ applications and facilitated the disbursement of \$930MM+ in Direct Program grant funding, allowing over 5,600 families to return to their homes.
 - **External Facing Application Intake (included under HRP in solution image) -** Making recovery program information and applications available to as many storm victims as possible is a top priority for any DR effort in its initial stages. Understanding this need, Team CGI has designed and developed a webpage that is easily adaptable to program application requirements for data collection, provides a centralized location for storing program information on eligibility and requirements, is able to display content in multiple languages, allows program applicants to create user accounts to securely store and access their application data and complete their application over time, and integrates directly with the grant management solution. For Puerto Rico, Team CGI will leverage the HRP Application Intake application designed for the NJ Sandy Low-to-Moderate Income Homeowner Rebuilding (LMI) program which was designed to capture HUD required applicant data and successfully facilitated the application process for thousands of New Jersey citizens.
 - **Appointments Tracking (included under HRP in solution image) -** Working with an applicant through the entire program workflow requires numerous in-person meetings



between the applicant and program staff. The CGI-DRS Appointments Tracking module integrates directly with the grant management module to record the scheduling and completion of every meeting.

- **Application Status Tracking (included under Transparency in solution image)** – The CGI-DRS offers an innovative, externally facing, Application Status Tracking website which provides applicants with additional transparency and secure access to view the current status of their application while also providing a means for digital interaction with applicants in need of submitting additional information or documentation to the program.
- **Reporting (Federal Reporting and Compliance)**
 - **HUD Quarterly Progress Reporting** – The primary and most critical federal reporting requirement of HUD CDBG-DR grantees is the Quarterly Progress Report (QPR), as there is the potential of funding being recalled by HUD for improper or incomplete reporting. The CGI-DRS assists grantees with completing the QPR by compiling the expended and drawn-down funding amounts attributed to each active program activity, recording the progress narrative, and detailing the progress of a program towards its performance measures, while mimicking the data entry from HUD's Disaster Recovery Grant Reporting (DRGR) system. This information is exported as a data extract which is capable of being directly uploaded into DRGR. The CGI-DRS QPR module has assisted the NJ Sandy Recovery project in reporting on over 1,000 activities, submitting over 5,400 reports across 19 QPR submissions with a 100% approval rate from HUD.
 - **Other Federal Reporting Requirements (FFATA, Section 3, MWBE) (included under Monitoring & Compliance in solution image)** – Similar to the QPR, there are various other federal reporting requirements of federal DR funding grantees and their sub-grantees. These modules within the CGI-DRS are designed to collect the data necessary to report on, review, and approve for submission to HUD.
 - **Technical Assistance & Monitoring (TAM) (included under Monitoring & Compliance in solution image)** – Throughout a recovery program's lifecycle, a grantee can expect to receive TAM from HUD, and is also required to provide TAM to their sub-grantees. The CGI-DRS TAM module provides a simple UI for recording the particulars of TAM occurrences and provides a structured report output to facilitate the reporting of these instances to HUD.

Formulate recommendations and implement an action plan for the adequate management of all the backlog or past information and data generated since hurricanes Irma and Maria hit Puerto Rico.

Develop data and information visibility tools, metrics and KPIs that can assist the Executive Director and the different consulting teams to assess the progress and challenges of all individual and collective recovery efforts.

Qualified firms should have experience in management of all elements of sensitive data and information associated to disaster recovery programs in the aftermath of hurricane or natural disasters and how they relate to Federal funding.

Management of all information and data associated to disaster recovery programs, projects and recovery efforts to be implemented by the CRRO.

- **Data Warehouse (DW):** CGI has built a comprehensive DW to support the reporting, transparency, monitoring, and compliance objectives of the State of NJ which will provide the CRRO with an unrivaled head start on the task of organizing its backlog of data generated since the hurricanes. Fully aware of the challenges presented by the need to consolidate disparate, unstructured data sources, while simultaneously serving applicants in need and fulfilling federal reporting requirements, Team CGI proposes to use the combination of SAP Business Objects, MS SQL Server, and CGI's Integration Engine to build and support the DW. Team CGI proposes to contact and/or visit, if possible, every data collection site identified by the CRRO at the time of contract execution within 60 days of contract execution and deliver a recommended action plan to the CRRO for how to best execute the data consolidation effort.
- **Business Intelligence Reporting:** Having developed over 2,500 reports which have been delivered to stakeholders over 325,000 times, Team CGI understands how critical timely,

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accurate, and actionable reporting is to the management of any DR program, while also understanding the key role which reporting plays in providing public transparency on the disbursement of recovery funding. Team CGI proposes to use SAP Business Objects and Web Intelligence to deliver data visualization, standard, and ad-hoc reporting for business intelligence. With over 300 report and dashboard templates ready to be leveraged for the CRRO, spanning all functional aspects of DR program management, Team CGI is uniquely positioned to support the CRRO's reporting needs from day one.

• Support Services

Recommend, implement and ensure transparency in reporting of recovery progress both externally and internally, including Web-site development.

Recommend and advance innovative and web-based methods that can help in providing internal and external visibility of progress of recovery efforts for the benefit of Government, Federal and general public, specifically Puerto Ricans directly affected by the hurricanes Irma and Maria.

- **Constituent Services Tracking (included under Compliance in solution image)** – HUD guidelines require the recording of requests for information about HUD funded recovery efforts made to the grantee, even those not tied to specific grant applications or programs. To support this requirement, the CGI-DRS contains a Constituent Services (CS) Tracking module designed for Call Center staff to capture and manage communications with the public. To date in NJ, the CS module has captured and managed over 9,500 tickets.
- **CGI-DRS Integration Engine:** CGI proposes to use the CGI-DRS Integration Engine, built on Apache Camel, to construct and implement interfaces and integration across disparate systems. The Apache Camel framework provides the flexibility necessary to implement and manage interfaces with disparate data sources, such as systems which may be currently in use in Puerto Rico to manage the relief efforts. Currently operational in NJ, the CGI-DRS Integration Engine interfaces directly with the NJ Treasury system – generating over 65,000 direct grant payments, totaling over \$2.014B, with State departments/authorities – processing over 21,000 transactions, and with third-party contractor systems – processing over 27,000 transactions, while also enabling data to be sent to existing State, and new CGI-built, transparency portals, similar to those required by the Bipartisan Budget Act of 2018. The combination of CGI's extensive experience as a best-in-class systems integrator and Evertec's deep knowledge of existing Puerto Rico systems uniquely positions Team CGI to meet the project's integration needs quickly and efficiently.
- **Geospatial (GIS) Integration:** Team CGI has deep knowledge and experience in developing and maintaining websites which leverage GIS data to provide geospatial visualization of recovery efforts. Team CGI developed and maintained the www.newjerseyrebuild.org website (currently retired) which served as the primary GIS driven CDBG-DR transparency tool for NJ for over four years. Team CGI will include the stand up of this transparency website in its current form as part of the scope of this RFP, assisting Puerto Rico in complying with requirements of the Bipartisan Budget Act of 2018.
- **Collaboration:** Team CGI understands the importance of maintaining up-to-date project/program policy and procedures documentation while making these documents easily available to various stakeholders. CGI proposes to use Microsoft SharePoint as the collaboration tool to support the communication and coordination needs of the CRRO. In addition to leveraging SharePoint's Out of the Box document library, the CGI-DRS also contains a custom Policy Change Request tool that delivers workflow-based policy development, editing, approvals, and acknowledgments for pertinent stakeholders.
- **Document Management and Retention:** CGI is proposing the OpenText Content Server as the document management and record retention solution. Currently used in NJ and responsible for the storage of over 2.3MM documents, the OpenText Content Server has been certified by the NJ Department of the Treasury's Division of Revenue and Enterprise Services as the official record retention system for the Sandy Recovery project.

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- **Help Desk:** Team CGI proposes to use ManageEngine ServiceDesk Plus to manage the service/help desk and ticketing process for the DRDMS project. ServiceDesk Plus supports our ITIL-compliant incident and problem management processes, which have been implemented on the NJ Sandy Recovery project supporting the documentation, tracking, and resolution of over 30,500 requests. Through our partnership with Evertec, Team CGI is also prepared to offer bilingual DRDMS systems support from day one.
- **System Change Request Tool (included under IT Governance in solution image)** – DR projects, by their nature, require flexibility in order to best meet the needs of the impacted citizens they serve. The System Change Request Tool was designed to provide stakeholders a simple and consistent means to submit requests for new or modified system functionality, for management to evaluate requests, and for approved requests to be tracked through the SDLC to completion – building IT governance directly into the solution. To date, the CR Tool has been leveraged to manage over 1,200 requested changes to the CGI-DRS.
- **Cloud Hosting, On-Premises in Puerto Rico:** As the backbone of the CGI-DRS, Team CGI will provide a fully managed software infrastructure platform based in the locally-maintained Evertec Data Center. Built for security from the ground up, the Evertec Data Center currently meets Federal and Puerto Rican regulatory requirements for sensitive data collected through the management and execution of DR programs. It also provides the availability and scalability required to accommodate the needs of the DRDMS project. Team CGI is proposing the Evertec Data Center in San Juan as the primary site for hosting the DRDMS solution and to leverage a Microsoft Azure US Data Center for the solution’s Disaster Recovery environment, in order to provide geographic redundancy.
 - **Alternate Primary Hosting Option – Microsoft Azure** – CGI is a Microsoft Gold Partner, as well as one of only a few Microsoft global system integrator partners in the world. If preferred by the CRRO, Team CGI can offer an alternate hosting option fully located in the Microsoft Azure Public Sector cloud.

The approach detailed above, and corresponding estimated total price, describes only the implementation of the core CGI-DRS functionality, one (1) application management module, and the customizations required to conform to the policies and procedures of the recovery effort in Puerto Rico. A significant number of additional modules have been designed and developed as part of the CGI-DRS implementation in NJ and, while they are out-of-scope for this particular response, could also be implemented in Puerto Rico at a later date. These additional components of the CGI-DRS are described in **Appendix 4**.

2.1.2 Teaming Approach

This section must include an acknowledgement that, if selected, the Respondent has the ability to respond with sufficient key and line staff and the proposed Key Individuals.

Through our experience gained working in the trenches in LA and NJ, CGI and our partners are capable of delivering a unique blend of functional and technical expertise to the DRDMS project. If selected, **Team CGI is prepared to staff our project team with members who have deep disaster recovery experience, along with the named staff detailed above in Section 1.6.** Additionally, CGI’s Management Foundation places a strong emphasis on leveraging members who reside near their project assignment locations, and doing so increasingly more as a project matures and reaches a steady-state. CGI also recognizes the need to address HUD Section 3 federal requirements for supporting local economies and has made a concerted effort in all previous DR engagements to build up local resources, bolstering the local investment and economic growth in these damaged regions. CGI will continue these efforts in Puerto Rico.

2.1.3 Deliverables

Respondents shall outline the types of deliverables and timelines they produce, in performing the services being procured through this RFP.

Through our extensive experience supporting the launch, maturation, ongoing execution, and closeout of numerous natural disaster recovery programs, combined with the local knowledge and expertise of our partners, Team CGI is well equipped to address the deliverables outlined in the DRDMS RFP by the CRRO. Team CGI proposes to work closely with the CRRO and other necessary stakeholders to implement the CGI-DRS scope within the first full year of the project and provide ongoing system maintenance and support for the remaining contract term.

Understanding the need to provide recovery services as soon as possible, **Team CGI proposes an iterative, agile approach to deliver usable portions of the system to the CRRO while simultaneously working to deliver future components in a phased approach.** Within the first 60 business days after contract execution, Team CGI proposes to implement project governance via our Project Management Methodology, described in Section 3.2.1 below, and leverage that structure to deliver the following CGI-DRS components:

- The hosted infrastructure required to support the CGI-DRS' technologies
- Program/Activity Allocation, Activation, and Performance Measures Management
- Funds Requests
- Integration with the Puerto Rico Department of Treasury
- Application Intake Website for HRP
- SharePoint and the Policy Change Request Tool
- Business Objects
- The Help Desk application and services
- The Integration ETL functions required to process existing data
- The Content Server

Team CGI also plans to deliver the CR Tool in order to provide a centralized location to manage the documentation (e.g., requirements documentation, test plans/scripts, training materials), timeframes, budgets, and approvals associated with each system delivery.

Within the next 60-business day period, Team CGI proposes to deliver our first quarterly report to project management on activities, advice given to date, and their results, along with the following CGI-DRS components and their associated documentation:

- The first phase of the HRP Grant Management module – including import of applications received and initial workflow
- The Appointments Tracking module
- The public facing Application Status Tracking website
- The first iteration of the DW and completion of the initial data collection and migration effort
- The GIS-enabled Transparency website
- The QPR module, in time for the first report to HUD, and
- Additional integrations with 2-3 government entities and/or vendors

Over the following 60 business days, Team CGI proposes to deliver the following CGI-DRS components and their associated documentation: the remaining Financial Management and



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Federal Reporting modules, the CS module, and enhancements to the QPR functions and HRP module. During the period, Team CGI anticipates working closely with the CRRO and its partners to analyze, respond, and react, if necessary, to any comments received from HUD after submission of the first QPR.

The remainder of the first year of the project is slated for completion of the HRP Grant Management module and for work on customizations to the other previously delivered CGI-DRS components of necessary to facilitate program activities in Puerto Rico. It also within this timeframe that enough data would have been compiled and analyzed in order to provide the CRRO and their partners with documentation on current process limitations and areas for improvement.

After approximately 12 months, Team CGI proposes to scale back staffing to the level necessary to support the system as designed, providing cost reductions over the remainder of the contract.

2.2 Methodology - CGI's Client Partnership Management Framework

Providing the strong, repeatable project governance necessary to successfully deliver projects of similar size and scope to the CRRO's DRDMS project, **CGI's Client Partnership Management Framework (CPMF) contains a set of ISO 9001-certified frameworks, methodologies, and processes that are tailored to each client environment and used to govern every aspect of our client relationships.** Inspired by some of the industry's best practice concepts and standards (CCTA-ITIL, Project Management Institute's PMBOK, ISO-12207, ISO-9001, IEEE-1074 and SEI-CMM) the CPMF is structured to best support CGI's approaches to service offerings and delivery. The CPMF provides the tools, template and processes to yield consistent delivery of quality solutions and services, and form a collaborative approach in every engagement.

The pertinent phases for managing the DRDMS project are Proposal, Contract, Governance and Management Plan, Delivery, and Closing. Within each phase, the inputs, outputs, and activities to be performed are clearly defined. This includes project planning and ongoing management, issue resolution, reporting, change control, risk management, and communications. Our proposed methodologies form an integrated set of project management tools and processes that work together to deliver a successful solution.

2.2.1 CGI's Project Management Methodology

CGI's approach to delivery is built on a long history of successful partnership and implementation on the two largest US disaster recovery efforts to date. This experience distinctly qualifies CGI to replicate this delivery success in Puerto Rico. The CGI project management methodology cleanly facilitates the cohesive delivery of all services in an organized, yet flexible manner. **CGI's project management approach is grounded in two core practices: building and maintaining partnerships with clients through the project lifecycle, and applying appropriate, rigorous methods throughout solution refinement, project management, and implementation.** This is achieved by requiring:

- Senior management support and participation in our ISO 9001 certified quality approach—the CPMF, as described above
- Ongoing measurement, tracking, and reporting of leading project indicators including schedule, status, staffing, deliverables, and other key project work products

Adherence to these practices allows us to minimize risk, maximize positive results, and enable on time and on budget high-quality delivery.

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3 Price Proposal

The Price Proposal including components 1 through 3 requested in Section 4.3.4 of the RFP, has been provided in a separate file entitled, CGI Response to CRRO Price Proposal 2-22-18.

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4 Commitment to Complying with all Applicable Federal and Puerto Rico Local Regulations

Respondents shall explain their adherence to complying with all applicable Federal and Puerto Rico regulations.

CGI has a vast amount of experience in program compliance and is committed to helping the CRRO provide a locally driven and fully compliant recovery effort. Leveraging our CGI-DRS solution, our project leadership and regulatory subject matter experts will work closely with Puerto Rico leadership to define and manage the capabilities and project activities necessary to support compliance with federal and Puerto Rico local regulations.

The first monitoring visit by HUD and/or FEMA is likely to include the review of policies and procedures developed for programs included in the approved Action Plan. Working closely with federal and state officials in Louisiana and New Jersey, the professionals on Team CGI have developed policies and procedures for various types of Disaster Recovery programs such as infrastructure, economic development, single-family and multi-family housing rehabilitation, reconstruction and new construction, tourism, and public services. Once policies and procedures are defined, they must be distributed to, and acknowledged by, impacted parties. The CGI-DRS contains a Policy Change Request module which allows policy authors to facilitate the distribution, editing, approval, and publishing of program policies electronically via workflow driven processes. Clear recording of the distribution of policies and their version history provides monitoring groups with the desired visibility into programmatic compliance.

Our experience in assisting program launches in New Jersey has influenced the design of our CGI-DRS solution to integrate regulatory compliance from the ground up. Not only do our Grant Program Management modules include checklists and flags for compliance with the program's policies, procedures, but they also provide program staff with the ability to track compliance with federal and local laws, regulations, and policies. Our core solution also includes reporting modules which are designed integrate with the grant program management module(s), in order to assist the Grantee in meeting their federal and local regulatory compliance requirements, including: HUD Quarterly Progress Reporting, FFATA Compliance, HUD Section 3, Davis-Bacon, and others.

Our solution also provides functionality for tracking the Grantee's monitoring activities. It tracks monitoring findings, when responses are due, clearance of findings and concerns, requests for payments, progress in meeting benchmarks, etc. HUD's DRGR system requires quarterly reporting which include information on monitoring visits to agencies and sub-recipients as well as technical assistance visits. Information from the solution can be directly inserted into HUD's DRGR system.

We understand that the CRRO will act as recipient of all federal disaster funds and multiple agencies, authorities, and local government entities will be sub-recipients. Each of the sub-recipient entities will, in turn, have multiple sub-recipients. The CGI-DRS solution will support the entire CDBG-DR application lifecycle for from pre-application through closeout. Included in the project workflow, the CGI-DRS solution will track compliance and produce all correspondence required by HUD and Puerto Rico based upon pre-defined triggers and user input. A full audit trail for every project and financial transaction is maintained in the solution.

The key solution components include the following Program Management, Financial Management and Transparency Reporting functionality, which is vital to complying with all federal and local regulations:

- Transparency Reporting, including GIS enabled mapping

- Robust and secure hosted Data Management (Evertec hosting on-island)
- Federal & Local Audit Compliance
 - CGI-DRS solution compiles, transforms, and reports on HUD CDBG-DR expenditures
 - HUD CDBG-DR funds obligated and disbursed are tracked by Sub-Recipient and can be viewed down to the Municipal level
- On-Demand Reporting
 - The CGI team will employ an experienced Business Intelligence / Reporting team that will leverage the power of SAP Business Objects to load program data elements, from all sources, into reporting universes and produce the reports for compliance management.
- CDBG-DR Dashboard
 - Jurisdictional Reporting
 - Maps by Community
 - Maps by Program
 - Reports
 - Demographic Data
 - Program Progress
 - Reporting and Analytics
- Recovery Program Management (RPM)
 - QPR Module
 - Provides Program Managers with a means to report on:
 - Expended CDBG Dollars
 - Expended Program Income
 - Performance Measures
 - Demographic Data
 - Progress Narrative
 - Leverages workflow for approvals and requested modifications

Indicate what characteristics of the team set them apart in terms of commitment to comply with all laws and requirements.

The New Jersey CGI-DRS solution and Louisiana GIOS tools have both been lauded by HUD as supporting best practices for CDBG-DR programs. In addition, Team CGI offers CDBG-DR program Subject Matter Experts (SME) with a combined 37 years of experience. Examples of deliverables include, but are not limited to, the following:

- Developed risk-based monitoring plans for the States of Louisiana, Illinois and Colorado. In addition, developed compliance manuals and training for entities which receive funding from the Grantee for the States of Michigan, Louisiana and Illinois.
- The compliance/monitoring plans included checklists for the Grantee to monitor state agencies as well as sub-recipients of the state agencies. Compliance areas include but are not limited to the following compliance areas:
 - Eligibility
 - Tie-back to disaster
 - National Objective
 - Environmental
 - Procurement and Contracting (2 CFR 200.300)
 - Duplication of Benefits

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- Labor Standards (Davis Bacon, Copeland Anti-Kickback, Contract Work Hours and Safety Standards Act, DOL Regulations, 29 CFR Parts 1, 3, 5, 6 & 7, Debarment Checks for Prime Contractors and Sub-contractors)
- Fair Housing and Equal Opportunity
- Adherence to HUD Approved Action Plan and Program Policies and Procedures
- Financial Management
- General Program Areas
- Acquisition/Buy-outs (Demolition, One-for-One Replacement, Section 312 of the Stafford Act, Uniform and Relocation Act)
- Multi-family and Single-Family Housing (rehabilitation, reconstruction and new construction)
- Infrastructure (Risk Assessments, ADA, Contractor Procurement, Bid Process, Executed Construction Contract)
- Economic Development (Grants and Loans for Small Businesses, Work Force Training)
- Tourism
- Public Services

Indicate what specific trainings and expertise reside within the team that reinforces the commitment to compliance.

We have participated in over 100 monitoring visits by HUD and the OIG, monitored and developed monitoring letters with corrective actions for over 500 sub-recipients which included non-profits, units of local governments, and state agencies. The first thing that HUD, FEMA or the OIG ask for when monitoring a Grantee is a copy of the policies and procedures for the program being monitored. Policies and procedures must be in compliance with HUD and FEMA regulations. Team CGI has worked closely with regulatory oversight groups in both Louisiana and New Jersey. In Louisiana, the OIG was embedded in our offices for well over a year. We will work with the CRRO to enable your compliance with these regulations and train program staff to maintain compliance.

Effective use of the CGI-DRS solution is paramount for the program to maintain compliance. Our training will enable users and administrators to effectively and productively use the CGI-DRS solution right from the start. To that end, Team CGI provides training as described in **Exhibit 4.1**.

Type of Training	Description	Audience
End User	Training on using the CGI-DRS solution application functions supporting the CDBG-DR Program	End users
Administrator (super-user)	Training on using the CGI-DRS solution application administration functions to manage data entities such as users, roles, processes, business rules and lookup tables.	Administrators
Reporting and BI	Train users to generate standard reports, create ad hoc reports and use the Business Intelligence tools to perform data analysis	Program analysts

Exhibit 4.1: Training - Our training course enables users and administrators to be effective and productive right from the start.

Team CGI will provide Train-the-Trainer sessions to deliver the training courses to CRRO-designated personnel, who will then deliver the training course to the intended audiences. We will train in groups not to exceed 25 persons per session.

We develop highly effective training by approaching course development with the rigor of a project. We plan the project, define requirements, design the curriculum, develop the materials, and test the end-product. This training development lifecycle is shown in **Exhibit 4-2**.

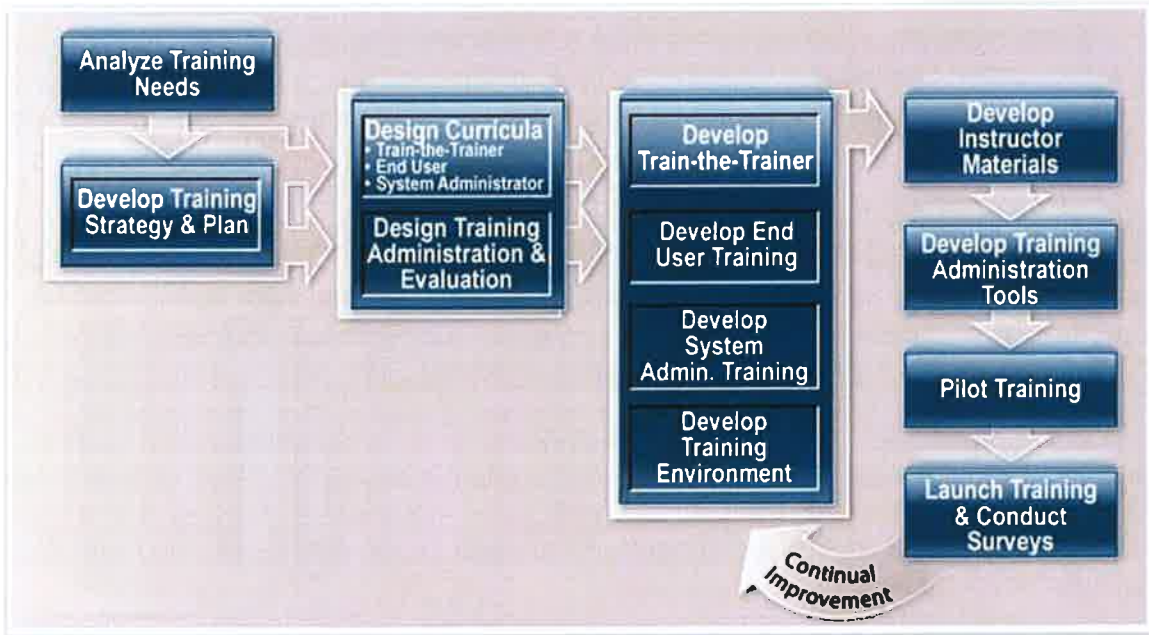


Exhibit 4.2: Training Development Lifecycle. Our Training development life cycle focuses on design of user-centric training with appropriate supporting tools that we continually improve through lessons learned.

5 Local Parties

The CRRO, the Authority and the Government of Puerto Rico have the objective of fostering the participation of Local Parties in the provision of professional services and local expertise. Explain how the Local Party(ies) will add value to the team and their expected role.

CGI is proud to partner with Evertec, the premiere information technology and processing services company in Puerto Rico. Evertec, Inc. (NYSE: EVTC) is a leading full-service transaction processing business in Latin America, providing a broad range of merchant acquiring, payment processing and business solutions services. The company manages a system of electronic payment networks that process more than 2.1 billion transactions annually, and offers a comprehensive suite of services for core bank processing, cash processing and technology outsourcing. In 2013 Evertec became the first technology company in Puerto Rico to be listed on the NYSE.

Evertec is a partner that supports and understands its customers' needs and promotes efficiencies to ensure success in their business. Evertec has been a highly-respected partner to the Government of Puerto Rico for more than 20 years, providing mission critical data processing, consulting, and outsourcing services. The work for the government includes support for local and federally funded programs like Child Support, Unemployment Insurance, Puerto Rico Court Administration, Department of the Treasury and The Puerto Rico Electronic Benefit Transfer system. Evertec has the appropriate contracts in place to support Government hosting and compliance, auditing of network, and has been identified by the Federal government as a critical organization to support recovery in a disaster. Evertec provides all ATH services to the Island and its Data Center sustained power throughout Irma and Maria.

Only days after Hurricane María occurred on September 20, Evertec, in conjunction with other companies engaged in the development of Puerto Rico, founded Unidos por Puerto Rico. Unidos por PR is a private, Non-Government Organization (NGO) established under the laws of Puerto Rico with the purpose of providing aid and support to those affected in Puerto Rico by the hurricanes.

Furthermore, Evertec supported Unidos Por Puerto Rico by providing a pro-bono Enterprise Resource Planning (ERP) platform to register and track donations and aids related to the disaster recovery efforts. Evertec provided over 1,200 personnel hours for implementation, operation and support of the system in addition to software licensing. Evertec is currently supporting other pro-bono efforts related to social impact initiatives addressed by the Office of the First Lady and we support nonprofit organizations that provide services to the community by offering our knowledge and resources, and encouraging our employees to volunteer. Evertec employees selected the organizations that best suit their interests and together we help them achieve their service goals. We encourage our employees' community participation initiative with corporate donations.

CGI has a 20+ year history with Evertec. CGI has been doing business with Evertec since its founding in 2004, as well as with its team while still part of Banco Popular. Evertec leverages CGI solutions, including Payments and OFAC scanning. In addition, Evertec is a partner in hosting and delivering CGI IP to Banco Popular for originations, strategic loan decisioning, credit bureau retrieval, as well as collections. Across the relationship with Evertec, CGI and Evertec have jointly implemented solutions in support of a commercial client base. Our team has decades of experience working together and a solid foundation to support the execution of the CGI-DRS solution.

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Evertec will be included in approximately 25% of the services delivering the CGI-DRS Solution.

From an application services and support perspective, Evertec will provide senior leadership, developers, testers, help desk analysts, and business translators for process, training, and content updates. Leveraging our existing partnership, Evertec will strengthen the CGI end-to-end delivery team by providing a local IT services presence with unique knowledge of Puerto Rico government processes, laws, and integration needs.

CGI is proposing Evertec as the hosting provider. In this capacity, Evertec will provide the infrastructure, hosting services and on-going infrastructure support local to Puerto Rico. Evertec's solution will integrate a variety of state-of-the-art components from leading technology manufacturers to create and host a dedicated Virtual Cloud Environment. The dedicated-virtualized environment will provide services such as live migration (vMotion), high availability, fault tolerance, and network I/O control, among others. Services will include server and database management and administration, storage, backups, network and internet services, project management, requirements management and business analyst support. **Evertec has existing contracts with the government and will be available to expedite the hosting of the CGI-DRS solution.**

Identify the Key Personnel from the Local Party(ies) and provide an indication of the expected level of involvement on the day-to-day activities and interaction with the CRRO.

Proprietary and Confidential

Evertec Key Personnel includes:

- **Carlos J. Ramirez, Executive Vice President Business Solutions:** Mr. Ramirez will be an Executive advisor on the engagement. In this capacity, Carlos along with the CGI Account Manager will support the Executive Steering Committee meetings and provide senior oversight.
- **Jose Arroyo Pont, Vice President Public Sector Business Solutions:** Mr. Arroyo will be engaged in a part-time capacity to assist in the leadership of the engagement and supporting collaboration across teams to efficiently, effectively and expeditiously implement the solution. This will be achieved by leveraging Jose's experience in working across the Government programs in Puerto Rico.
- **Javier A. Estevez Diaz, Senior Software Developer –** Mr. Estevez-Diaz will be a key developer on the services team and has worked with the Government of Puerto Rico in delivering projects including the Puerto Rico Interactive map with the Census Data , Sales Tax Use Control Lottery, Treasury's Merchants Integrated Portal (PICO) and Administration of Public Housing, and Department of Education (DE). He has been awarded MVP for error-free solutions and ahead of schedule for PICO and cost reducing and ahead of schedule for DE. Team CGI will leverage his knowledge of efficient integration across Puerto Rico IT systems to support the expeditious, well-executed solution.

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**APPENDIX B CONTINUED
KEY PERSONNEL AND SAMPLE RESUMES**



Appendix 3 – Key Personnel and Sample Resumes

The following resumes are included in this appendix. All resumes are confidential.

Key Personnel Resumes

- Jim Rance
- Will Richey
- Suzie Elkins
- Hugh Hyman
- Jose A. Arroyo Pont
- Chris McCarthy
- Javier A. Estevez Diaz
- Grant Colón
- Andy Gower
- Mike Lee
- Kevin Manuel

Sample Resumes:

- Business Process Analyst
- Software Engineer
- Database Administrator
- QA Analyst
- Business Analyst
- Technical Analyst
- Programmer Analyst





BACKGROUND

With more than 13 years in the Information Technology industry and 33 years of management, Mr. Rance has a wide range of experience providing project management, ITIL-based service delivery and account management, as well as documenting, testing and implementing complex business technology solutions.

CGI EXPERIENCE

LOUISIANA ROAD HOME PROGRAM, Office of Technology Services for the Office of Community Development – (03/09 to Present)

Since January, 2017 Mr. Rance assumed the role as the Louisiana accounts director and continues to serve as the I.T. Project Director for the largest disaster recovery project at that time. The delivery teams consist of Applications, Data Warehouse, Infrastructure, Information Security and Business Intelligence / Reporting, to include multiple call-centers for the different programs with associated user software and metric reporting. He is driving delivery schedules, client status meetings and invoicing. The department is comprised about 45 personnel.

Mr. Rance previously served as the Service Delivery Manager of the I.T. Applications team. This team supports the broader organization of 500 employees in the largest housing recovery project in the history of the United States. They gather requirements, develop software solutions, process change requests, and provide QA, vendor management and daily operational support. Software used for the program includes custom development of MetaStorm BPM, Mercury Quality Center, SharePoint, and JIRA issue tracker and third party oversight of eGrantsPlus and Housing Development Software (HDS). Reduced middle-ware products and instituted structured Software Development Lifecycle processes for over 1000 software enhancements in three years.

OTHER EXPERIENCE

Manager of I.T. Applications for the Louisiana Road Home Program for ICF International – (02/07 to 03/09)

Mr. Rance's team implemented, configured, and supported software applications that accepted over a 140,000 applications, calculated over 70,000 awards and interfaced with closing agents to award 120,000 people over \$8B grant money for the Louisiana Road Home program. His team implemented two scheduling software packages and migrated over 100,000 appointments from one to the other. In less than a month, they designed, managed development, and implemented a Web application which accepts applications for the Small Rental program.

Navy/Marine Corps Intranet (NMCI) Resource Manager – (Active Duty Recall) – (04/05 to 02/07)

While recalled to active duty, he served as the NMCI Resource Manager for the Navy Reserve. He and his team ordered and tracked delivery of all computing equipment for the Navy Reserve throughout the United States. He controlled a budget of \$92M which served over 70,000 customers. Rance's team performed account management with the prime contractor to verify the costs of the program. Many sub-projects were involved with this program to include technical refresh of equipment, Blackberry procurement and delivery and initial outfitting of some remote sites. During this assignment, he earned the Project Management Professional (PMP) certificate.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Government (State & DOD)

TECHNICAL SPECIALIZATIONS

- Project Management
- Emergency Preparedness
- Financial Planning
- Foreign Military Sales (FMS)

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James M. Rance, PMP**Web Division Director & Project Manager (IT) for Commander, Navy Reserve Forces Command (Active Duty Recall) – (04/05 to 02/07)**

While recalled to active duty, he served as the Director of the Navy Reserve Web Site (NRWS). The NRWS is the primary access point and content management tool for 70,000 Navy Reservists and is hosted and managed by Commander, Navy Reserve Forces Command (CNRFC) staff and contractors. Its primary purpose is to provide a common template-based system for all Navy Reserve commands and units that provide each site with a consistent, attractive and user friendly design. Rance conducted a bottom-up review of change management for the site and developed a training program for the field users and the helpdesk staff, which included a web site boot camp for administrative rights users. The NRWS was built in a customized version of Microsoft's Content Management Server (CMS) 2002.

Navy Emergency Preparedness Liaison Officer (NEPLO) to the State of Louisiana – (02/06 to 12/06)

Rance served for one year as the Navy Emergency Preparedness Liaison Officer (NEPLO) to Louisiana, which involved frequent contact and planning with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP). He was the primary point of contact between the State and the U.S. Navy in matters pertaining to Defense Support of Civil Authorities (DSCA). He parlayed his dual role in I.T. management to affect the issuance of new computer equipment to all NEPLOs nationwide.

Financial Advisor, Merrill Lynch – (03/00 to 12/06)

Rance worked as a financial advisor with Merrill Lynch where he earned the Certified Financial Planner (CFP®) certificate. He was responsible for marketing of service, conducting investment seminars and management of client assets. He was recalled to active duty to serve on the staff of Commander, Navy Reserve Forces Command in New Orleans, Louisiana as an I.T. Project Manager.

Country Program Manager, Navy International Programs Office – (11/97 to 12/99)

As a Country Program Manager and Navy Officer, Rance opened, executed and closed over 110 Foreign Military Sales cases valued in excess of \$1.8B. The delivered products were either manufactured or purchased from existing inventories to include ships, aircraft, missiles and communication systems. The level of detailed planning and financial estimating was extensive. He also established education and training cases, engineering services and assistance cases. Most of these cases required multiple steps to execute thoroughly whereas some required Congressional notification.

U.S. Naval Officer / Pilot - (05/85 to 12/99)

His Naval service included over 13 years as a helicopter pilot in the Light Airborne Multi-Purpose System (LAMPS) community. Rance led aviation detachments on board Navy warships. He also led a team of 11 recruiters and administrative assistants, divided between two office locations, in canvassing and interviewing potential medical, nuclear, and general officer program candidates. In his last tour, he was assigned to the Navy International Programs Office (NIPO).

EDUCATION

PMP certified
B.S., Tulane University, Math with Computer Science Option

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TRAINING AND CERTIFICATIONS

- PMP - 2006
- CFP - 2004
- Navy Emergency Preparedness Liaison Officer (NEPLO) University – 2006
- National Incident Management System (NIMS) training ICS 100, 200, 700 & 800
- Defence Institute of Security Assistance Management (DISAM), Security Assistance Management -C - 1998
- U.S. Naval Aviation Training, Designated Navy Pilot / Qualified rotary wing and single- engine fixed wing aircraft - 1986



BACKGROUND

Results driven IT executive with proven success in crafting and delivering strategic vision for technology use in both private and public sector organizations. 20+ years' experience building bridges between business and technology. Broad background in product development, technology leadership, managing C-level relationships, solution development and management of large scale engagements with multiple customers.

CGI EXPERIENCE

Director, Consulting Services, (09/13 to Present)

Mr. Richey provides leadership and oversight for all public sector CGI work in the State of New Jersey. He provides executive account management for CGI's long standing clients, as well as growth responsibility for the entire New Jersey account. Mr. Richey has been recognized for organic account growth strategies and execution, and continues to drive new business development opportunities across the state. He has led teams of over 100 members and managed projects above \$90M.

Mr. Richey is a leader in CGI's Natural Disaster Recovery operations, and since 2013, has been responsible for providing the overall leadership and program management for the Sandy Integrated Recovery Operations Management Systems (SIROMS) project. SIROMS is a fully functional turnkey IT solution that allows the State of New Jersey to quickly deploy its Community Development Block Grant – Disaster Recovery (CDBG-DR) programs to assist state residents impacted by Superstorm Sandy. SIROMS provides the State of New Jersey a shared technology infrastructure, software, IT, financial, and CDBG-DR services to support the State's execution of the Action Plan. Mr. Richey manages key client relationships with New Jersey stakeholders and senior management to ensure the successful delivery of all requirements and objectives for the SIROMS project.

OTHER EXPERIENCE

Deputy CIO, State of Indiana Department of Environmental Management (IDEM), (06/11 to 07/13)

As Deputy CIO for IDEM, Mr. Richey managed overall technology use for a 900+ employee state government agency. He created and led a new Project Management section within the agency, overseeing a team of project managers, business analysts, and technical support staff.

Mr. Richey directed the implementation of the agency's Enterprise Information System (EIS), and drove adoption and migration from aging legacy systems. He led a multi-state work group dedicated to improving the EIS platform across all states and implementations.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Public Sector
- Natural Disaster Recovery
- State Government
- Healthcare
- Education
- Commercial Sector

TECHNICAL SPECIALIZATIONS

- IT Strategy and Execution
- Program & Project Management
- Agile Project Management
- Regulatory Compliance
- HUD CDBG-DR
- Enterprise IT Systems
- P&L Financial Management
- Business Analysis
- Product Management
- Vendor and Contract Negotiation
- Business Development
- Building and Developing Teams
- Software Development Management
- Supervisory Management

William Richey, PMP, CSM



Mr. Richey conducted vendor management activities for IT contracts, and managed agency wide Oracle Business Intelligence Enterprise Edition (OBIEE) development. He partnered with the central State IT department to create a multi-agency work group dedicated to OBIEE implementation, use, and adoption to maximize the State's value from the Oracle licensing. Additionally, Mr. Richey managed over \$8 million in budgets and grant expenditures for multiple projects concurrently.

VP Product Development, e-Practical Solutions, Inc. (ePS) – 07/06 to 06/11

Mr. Richey held multiple roles within the organization and was consistently promoted to take on new roles and increasing responsibilities.

As VP of Product Development for ePS Mr. Richey managed on-going direction and development for industry leading Power Monitoring Software for use on mobile healthcare devices. Developed and implemented new products in the healthcare IT industry.

Mr. Richey managed the development and go to market strategy for a custom Mass Notification System (MNS). Built on proprietary technology, The ePS MNS was the first product to market that delivered 2-way mass communication from a central dispatch with the ability to contact multiple communication points per user. Mr. Richey directed the full life cycle of this MNS product, from development, through sales and implementation. He also drove organic sales and executed a regional marketing strategy, and oversaw implementation for all MNS sales.

Mr. Richey managed staff augmentation operations and oversaw IT staff placement at healthcare networks. Increased operational efficiency by 50% reducing onboarding and training time for new hires. He successfully delivered broad spectrum Managed Services – hosted email, web hosting, IT infrastructure, virtual CIO – to multiple small to medium sized businesses and charter schools. Mr. Richey served as Project Manager on large scale deployments across multiple healthcare networks. Mr. Richey worked closely with security and IT clients to develop and manage several custom software development projects in the healthcare field.

Consultant Support Specialist, IUPUI – 03/03 to 11/07

Mr. Richey provided leadership, training, and mentoring for a rotating team of about 40 computer consultants. He defined the computer lab management and policy as well as mentored staff to grow and assume supervisory roles within the organization.

Associate, SDG – 06/96 to 12/02

Mr. Richey managed all technology use within the organization. He also provided technical assistance, training, and management for CDBG funded effort to bring Community Websites to rural areas. He frequently met with community leaders and trained them to manage their own websites. Mr. Richey also served as the technical lead on multiple community development projects as well as provided website management for company and project client websites.

EDUCATION

BA Indiana University, Liberal Arts – English

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William Richey, PMP, CSM



TRAINING AND CERTIFICATIONS

Project Management Professional (PMP)

PMI License 1535448

Certified Scrum Master (CSM)

Scrum Alliance License 509688

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Susan K. Elkins

Senior CDBG Advisor

Community Development Planning, LLC

EXPERIENCE OVERVIEW

Ms. Elkins has a long history of working on housing and CDBG-DR buy-out projects including those in Louisiana, New Jersey and New York. A leader in the field of state community development programs, she has worked with CDBG and CDBG-DR programs for over 35 years, including in the role as the director of Louisiana’s Office of Community Development. Under her leadership she was responsible for Louisiana’s state and local governments receiving billions of dollars of federal grant funds. For over thirty years she has worked closely with HUD’s Office of Community Planning and Development. Ms. Elkins served as president and past president to the Council of State Development Agencies (COSDA) - a national organization that advocates and enhances the leadership role of states in community and economic development.

As director of the Louisiana Community Development Agency, Ms. Elkins oversaw the implementation of the nation’s largest disaster recovery program. Ms. Elkins’ responsibilities included administering and ensuring compliance with HUD, state, and program regulations for over 25 disaster programs including housing, infrastructure and economic development activities. She also assisted in the development of the Actions Plans, wrote memorandums of agreement for data sharing for SBA, FEMA, and other Federal programs, prepared and negotiated waiver letters, and developed a model agreement with banks after coordinating with the National Mortgage Lending Association and the Louisiana Bankers Association for escrowing housing compensation funding.

Ms. Elkins currently provides community development planning and disaster recovery services to states and local governments.

RELEVANT WORK EXPERIENCE

National Disaster Resiliency Competition. Ms. Elkins worked with the City of Minot, ND in preparing a competitive application for the HUD National Disaster Resiliency Competition. Her responsibilities include assisting in determining the scope and breadth of projects to be included in the proposal, ensuring activities are CDBG eligible and compliant, holding and participating in public meetings, identifying and enlisting key partners in the development of the application, and working directly with the client in the writing and preparation of the application. The City was one of sixteen to receive an allocation from the Resiliency Competition. The City received an award notice for \$74 million.

Accomplishments

- 37 years of working with state and federal housing programs
- Post Hurricane Katrina, oversaw the nation’s largest natural disaster recovery program
- Design and implementation of post-storm buyout program in Minot, ND. To date 320 properties have been purchased; a mobile home park bought out; and businesses acquired using voluntary acquisition (buyouts) and involuntary acquisition.

Education

- B.A, Louisiana State University, 1982

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CDBG-DR Program Design and Implementation. Ms. Elkins has worked with numerous cities and states to support their CDBG and CDBG-DR programs including the States of Illinois, Colorado, New Jersey, and New York as well as the cities of Minot and Lake Charles. The work has included:

- Preparation of CDBG-DR Disaster Recovery Action Plans;
- Development of policies and procedures for CDBG-DR rental rehabilitation, homeowner rehabilitation and reconstruction programs;
- Design and implementation of property buyout/acquisition (voluntary and involuntary) programs;
- Design of infrastructure programs; and
- Preparation of CDBG-DR manuals

Neighborhood Stabilization Program (NSP). For the State of Louisiana, Ms. Elkins prepare the \$34.2M NSP Action Plan for the Louisiana Housing Finance Agency. Work included creation of a NSP Grantee Manual, staff training on CDBG/NSP regulations, and development of contracts between subrecipients and the State for CDBG/NSP projects.

Community Development Block Grant Program Management: As executive director of the Louisiana Office of Community Development, Ms. Elkins led a staff that administered millions of dollars in grants from the HOME, Housing Opportunities for Persons with Aids, Emergency Shelter Grants, and the Community Development Block Grant programs. She also worked closely with the United States Department of Agriculture, Environmental Protection Agency, and Economic Development Administration.

EMPLOYMENT HISTORY

Company	Position(s) Held	Tenure with Firm
Community Development Planning, LLC	President	2008-present
Office of Community Development, Louisiana	Executive Director	1981-2008



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HUGH H. HYMAN III

11999 Longridge Ave. Apt. 1008 • Baton Rouge, LA 70816
Cell (225) 405-2157 • Email - hhyman1@gmail.com

EDUCATION

TEXAS CHRISTIAN UNIVERSITY

**Fort Worth, TX
2005**

Master of Business Administration; General Management and Corporate Finance

- Charles W. Tindall-Tandy Corporation Graduate Scholarship in Business Recipient
- Officer, TCU MBA Association
- GMAT & GRE Instructor, Kaplan Test Prep

UNIVERSITY OF PHOENIX

**Baton Rouge, LA
2001**

Bachelor of Business Administration

- Graduated with a 3.97 GPA

EXPERIENCE

Senior Manager – Compliance and Financial Reporting

IBTS – INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY

Ashburn, VA

2017

- Assured financial compliance requirements were met for all Community Development Block Grant (CDBG) and Community Development Block Grant-Disaster Recovery (CDBG-DR) projects.
- Developed and oversaw program reporting/project reporting focused on financial reporting, data collection, and data analytics and assessment
- Assisted in compliance with CDBG regulations as applied to disaster recovery activities
- Assured compliance with local, state, and federal regulations and statutes

Director of Reporting and Performance Management

OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT

Baton Rouge, LA

2014-present

- Leading the effort to analyze the damage impact for the March and August floods in Louisiana and provide data-driven analytics to support the need for Disaster Community Development Block Grant (D-CDBG) funding as well as recovery program design
- Oversee the federal, state, and internal reporting of financial and performance metrics for the \$14.6 billion in D-CDBG for Hurricanes Katrina/Rita, Gustav/Ike, Isaac, and National Disaster Resilience
- Perform agency wide financial and performance projections and ad-hoc analysis for improved data-driven management

Reporting Manager, Gustav/Ike Grant

OFFICE OF COMMUNITY DEVELOPMENT, DISASTER RECOVERY UNIT

Baton Rouge, LA

2009-2014

- Responsible for the data analysis and performance and financial reporting efforts to the US Department of Housing and Urban Development (HUD), senior management, and governmental officials regarding the \$1.1 billion Disaster Community Development Block Grant (D-CDBG) received by the State as a result of Hurricanes Gustav and Ike
- Maintained detailed budgeting of the 30 different programs running under the Gustav/Ike grant
- Worked with internal stakeholders to evaluate internal process flows, analyze for improved efficiency and communication, and support the implementation of new process designs
- Served as project manager and conducted process engineering for an online system that allows 130 grantees funded under the Gustav/Ike grant to electronically submit project applications and requests for payment for approximately 400 projects. The online system also provides for routing of applications and invoices internally for various levels of approval.
- Led an analysis effort and application submission that allowed the State to receive an additional \$34.5 million in HUD grant funds for recovery efforts

Analyst, Quality Assurance and Performance Improvement**OFFICE OF MENTAL HEALTH, LA DEPT OF HEALTH AND HOSPITALS****Baton Rouge, LA****2009**

- Monitored key performance indicators of the office and made recommendations towards performance improvement
- Researched various subjects to establish information that supported legislative actions and proposals
- Performed ad hoc statistical analyses to ensure quality delivery of services
- Served on initial team to evaluate steps necessary to merge the Office of Mental Health and the Office of Addictive Disorders. In that capacity, evaluated organizational mission and differences in organizational cultures and made recommendations to key leadership for transition

Quality Assurance Analyst**LOUISIANA SPIRIT HURRICANE RECOVERY, LA DEPT OF HEALTH AND HOSPITALS****Baton Rouge, LA****2007-2009**

- Performed statistical analyses of over 3 million contact points made to hurricane victims through the use of Microsoft Access and SAS for a \$92 million FEMA-funded grant for crisis counseling and assisted to ensure that managerial decisions are data driven
- Analyzed work flow systems for efficiency evaluation.
- Created an index of key indicators related to the mental health status of Louisiana.
- Created and maintained a dashboard system for presentation of key performance indicators for communication to internal and external stakeholders.
- Played an integral part in the hiring of over 200+ crisis counselors in the New Orleans area within a one month period.
- Coordinated and completed the writing process for a \$20 million grant for crisis counseling services to Hurricane Gustav victims within 15 days from the landfall of the storm

SKILLS

COMPUTER – MS Word, Excel, Access, PowerPoint, Publisher, Visio; Corel Draw; SAS 9.1; SAS Enterprise Guide; STATA; MINITAB Statistical Software, Arc GIS Mapping Software (basic); Business Objects Web Intelligence; Process Design in Metastorm/Open Text

ADDITIONAL INFORMATION**PUBLICATIONS**

Bedeian, A. G., Van Fleet, D. D., and Hyman, H. H., III. (2009). Scientific Achievement and Editorial-Board Membership. *Organizational Research Methods*, 12(2), 211-238.

Bedeian, A. G., Van Fleet, D. D., and Hyman, H. H., III. (2009). Circle the Wagons and Defend the Faith - Slicing and Dicing the Data. *Organizational Research Methods*, 12(2), 276-295.

PROFESSIONAL PRESENTATIONS

“Financial Questions and the Municipal Infrastructure Program,” *Webinar Presentation*. <http://vimeo.com/22397353>, April 2011.

“Timeliness and the Art of Disbursement,” *HUD CDBG Disaster Recovery Training*. Fort Worth, TX, February 2012.

Detailed Technical Assistance Regarding System Design for Reporting and Financial Tracking for Hurricane Sandy Grantees, *HUD CDBG-DR Training*, Newark, NJ, March 2013.

“Managing Expectations: Projections, Management Reports, and Public Information,” *HUD CDBG Disaster Recovery Regional Training*. New Orleans, LA, July 2015 and Chicago, IL, August 2015.

“Documenting the Disaster Impact: A Case Study From The Recent Flooding In Louisiana,” *COSCEA Annual Conference*. Savannah, GA, September 2016.

“Documenting the Disaster Impact: A Case Study From the 2016 Floods in Louisiana,” *COSCEA Program Managers’ Conference*. Washington, DC, March 2017.

CERTIFICATIONS

Economic Development Finance Professional, # 0916-009. National Development Council.



JOSE A. ARROYO PONT

E-mail: jose.arroyo@evertecinc.com C. 787-403-0055

Education:	NEW YORK UNIVERSITY (NYU) – Leonard N. Stern School of Business Master in Business Administration (MBA), May 2005 - Finance and Accounting, Recipient of full tuition Consortium Fellowship BOSTON COLLEGE - Bachelor of Science, Finance, May 2000	New York, NY Chestnut Hill, MA
Experience: 2017-Present	Evertec, INC (EVTC) – Business Solutions – VP Public Sector <ul style="list-style-type: none"> • In charge of all Government-business strategy, mainly focused on top down holistic solutions to help government become more efficient, effective and reduce costs • Oversee the Electronic Benefit Transfers (EBT) group, in charge of distributing over \$1bn in total yearly benefits to over 600K participants in Puerto Rico • Led all government related matters during the aftermath of hurricanes Irma and María to help secure, together with other operational areas, business continuity, critical for some of the island’s main industries and services 	San Juan, PR
2015-2017	V2A, LLC – Strategic Consultant – Senior Manager <ul style="list-style-type: none"> • Led, together with Governor advisors and other consulting firms, the drafting of Puerto Rico’s Fiscal Plan presented to the Oversight Board as part of PROMESA. • Led the team that collaborated with Government officials in the identification and analysis of fiscal, structural and transparency measures to be included in Puerto Rico’s Fiscal Plan. • Led, together with Governor advisors, the project management initiative for the implementation of the Fiscal and Economic measures presented on the Fiscal and Economic Growth Plan for Puerto Rico in 2015. • Led the team working in conjunction with the Puerto Rico Government Development Bank in the compilation and development of the Fiscal and Economic Measures to be included in Puerto Rico’s Fiscal and Economic Growth Plan as mandated by the Governor by executive order as part of Puerto Rico’s debt restructuring process in 2015 	San Juan, PR
2012-2016	V2A, LLC – Strategic Consultant – Engagement Manager <ul style="list-style-type: none"> • Co-Led a human resources department diagnostic and gap analysis to develop a road map for a restructuring of HR functions in accordance with a newly developed strategic plan and human resources vision. • Led a capacity management diagnostic for a company with over 5K employees and led the development, design and implementation for an always “live” capacity assessment process that would constantly yield per position, per area, per department, per activity FTE shortages or excess in an integrated cloud-based tool. • Managed a human resource capacity assessment for a company with over 5K employees, which resulted in a one time detailed per position, per area, per department, per activity FTE shortages or excess report. • Led the financial and initiatives analysis stemming from the above-mentioned capacity assessment yielding potential savings of approximately \$30MM after implementation. • Led a team of programmers in the initial design of a new cloud based computer app to manage a complete Medicare enrollment process. • Led a corporate structure diagnostic followed by new corporate structure design centered in the development of a shared services hub for one of Puerto Rico’s largest insurance group. • Led a financial analysis to assess liquidity opportunities and repayment capabilities for a commercial borrower of a local bank • Collaborate in internal human development and firm wide culture development initiatives. 	San Juan, PR
2010-2012	V2A, LLC – Strategic Consultant - Associate <ul style="list-style-type: none"> • Co-led a complete strategic, cost and revenue assessment of one of Puerto Rico’s main Government agencies to develop initiatives to be implemented within the organization. • Created a Financial Model to forecast and do sensitivity analysis on a new Financial Services operation on the island and credit clients for local banks. • Co-Developed the process flow and cloud online tool for managing guaranties application for government-owned Bank economic development initiatives. 	San Juan, PR
2007-Present	GRUPO NABE, LLC – Investor <ul style="list-style-type: none"> • Co-Led the development of a new brand (Stack Sandwich Factory – Eat with a Purpose: www.stacksandwichfactory.com) for quick service restaurant centered in a social responsibility model, in which 2% of all sales are donated daily to a non profit organization committed to changing public education in Puerto Rico. • Led the acquisition, valuation, opening, construction and development of Grupo Nabe’s stores. • Supervised store managers, and all financial operational matters (ie. Leases, Financing, Purchases). 	San Juan, PR
2006-2007	MEDICAL CARD SYSTEM (MCS) – Director of Special Projects <p>* Hired as an Independent Consultant for 1yr project *</p> <ul style="list-style-type: none"> • Managed the due diligence request process and supported external investment bankers during the sale process of the company. • Led the cost allocation analysis for the three operating subsidiaries of the company. • Participated in a fully integrated cost reduction, revenue enhancement and process improvement project led by external consultants. 	San Juan, PR
2005-2006	McKINSEY & CO. – Associate <ul style="list-style-type: none"> • Supported top management of the largest pension fund manager in the Dominican Republic in an industry diagnosis for the development of industry-changing regulatory initiatives. • Led the redesign process of the commercial strategy and organization of the same pension fund manager in the Dominican Republic. • Participated in the drafting of several proposals involving corporate restructuring, procurement and supply management, and operating efficiencies in industries such as Telecom, Energy Generation and Family-Owned Businesses. 	San Juan, PR – Dominican Republic – Caracas - Bogota
Summer 2004	ADVENT MORRO EQUITY PARTNERS - Summer Associate <ul style="list-style-type: none"> • Led the valuation analysis and negotiation process of a leveraged buyout in the Service sector and Performed strategic market analyses for portfolio investments. • Participated in the team managing the full start-up process of an Aquaculture business in PR. 	San Juan, PR
2000-2003	POPULAR, INC (BPOP) - Acquisitions and Corporate Investments - Financial Analyst <ul style="list-style-type: none"> • Built financial model for the acquisition of 30% of a credit card processing company in El Salvador and directed related due diligence and integration processes. • Managed the valuation process for a joint venture with two Costa Rican government-owned banks for the creation of a credit/debit card 	San Juan, PR



transactions acquiring company.

- Modeled discounted cash flow valuation analysis for 12 operating units of Popular, Inc. to perform FAS 142 impairment test on goodwill.

Additional:

- Fluent in Spanish and English - basic French
- Actively collaborate with non profit organizations related to public education improvement



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BACKGROUND

With more than 25 years in Business Intelligence, Data Analytics and Statistical Analysis, Mr. McCarthy has a wide range of experience in Data Analytics, Business Intelligence, Data Quality, Data Governance and overall Project Management.

CGI EXPERIENCE

LOUISIANA ROAD HOME PROGRAM, Office of Technology Services for the Office of Community Development – (03/09 to Present)

As the Delivery Manager for the Louisiana Road Home Program, Mr. McCarthy sets the vision and leadership for developing and implementing actionable Business Intelligence and analytics strategies across multiple IT platforms for the Office of Community Development/Disaster Recovery Unit. Mr. McCarthy leads a cross-functional team of analysts and developers supporting a complex intermediary data architecture (using Business Objects, ETL Programming, JAVA, BO Data Services, and .net development) to provide users with a single unified and comprehensive view to dozens of program databases.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Government (State & DOD)

TECHNICAL SPECIALIZATIONS

- Project Management
- SAP Business Objects
- Data Governance
- SQL Query Design

OTHER EXPERIENCE

Data Analytics, ICF International, (7/2007 to 3/2009)

Mr. McCarthy led a 45+ person Data Analytics service organization divided into four practice areas: Business Objects Reporting, Statistical Analytics, Data Warehouse, and Geospatial Analytics. Defined enterprise Business Intelligence strategy and oversaw implementation of extensive Business Object universe development, supporting hundreds of users as part of the largest housing recovery program in the history of the United States. .

Chevron, (3/2007 to 7/2007)

As the Data Governance Lead, Mr. McCarthy developed enterprise Data Governance strategies for a major Salesforce.com implementation within Chevron's Global Aviation business segment. Investigated data consistency and quality in bid to contract system. Performed source system analysis of Salesforce.com data repository. Defined processes and procedures to ensure data integrity in database system lacking enforceable referential integrity and established table relationships.

United Health Group, (11//2006 to 3/2007)

As a senior Data Quality Consultant, Mr. McCarthy was responsible for quantifying the scope of provider data quality issues as part of \$160 million dollar CRM initiative. Analyzed defect rate for top 100 data fields and identified business process re-engineering opportunities to enhance overall source system performance toward goal of Six Sigma Data Quality. Evaluated business risk of poor data quality from a cost and statutory compliance perspective. Coordinated planning of long term meta-data strategy.

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Chris McCarthy



AIT (5/2002 To 11/2006)

As a senior Data Quality Consultant, Mr. McCarthy leveraged his Data Quality expertise and Six Sigma methodologies to identify business process drivers contributing to systems data quality issues over multiple engagements with eLoyalty, TelereX, Logisource and Glaxo Smith Kline.

General Electric Corporation, (9/1999 to 4/2002)

As the IT Operations Manager, Mr. McCarthy provided technical leadership for IT service delivery supporting the globally dispersed 600+ person Corporate Audit Staff. Responsible for planning, budgeting, and asset management of organization's hardware infrastructure. Managed development, sourcing and vendor relationships. Oversaw Help Desk, Asset Management and Networking groups in providing remote support to worldwide organization. Oversaw field level data quality team and led groups Six Sigma quality efforts.

EDUCATION

BS, Economics, King's College, Wilkes-Barre PA

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Experience the commitment®

BACKGROUND

Since joining CGI in August 2005, Mr. Grant R. Colón has gained and refined a wide range of skills relating to the Information Technology and Project Management fields. Mr. Colón has been involved in the management, analysis, documentation, approval, testing, implementation, and support of multiple business technology solutions in the public sector. Through these experiences Mr. Colón has gained a strong understanding of managing complex projects, client expectations, and deliverables throughout the software development life cycle while adhering to strict project timelines and budgets.

Mr. Colón is an extremely motivated, results-oriented, and business-focused IT professional with exceptional leadership, analytical, and communication skills. Having worked extensively with clients to build, streamline, and maintain project policies, requirements, and procedures – Mr. Colón prides himself in ensuring the satisfaction of the client, while building an excellent track record in regards to the timeliness and quality of the work he provides.

CGI EXPERIENCE

New Jersey Sandy Integrated Recovery Operations Management Systems (NJ SIROMS) – New Jersey Department of Community Affairs (NJDC), (04/14 to Present)

Mr. Colón has served in three roles during his tenure on the NJ SIROMS project, first as a Senior Business Analyst, then later as the Manager of the Functional (Business Analyst) team, and now currently as the Project Director/Service Delivery Manager. Details of Mr. Colón’s project work and achievements while on the NJ SIROMS are provided below.

Project Director/Service Delivery Manager

As the Project Director, Mr. Colón is responsible for Service Delivery Management duties including: client stakeholder management, invoicing, forecasting, attestations, health checks, roll off / on boarding of members, conducting CSAP interviews, and the processing of new contract documents (e.g., Task Orders, Change Requests) and/or amendments to existing contract documents. Mr. Colón is also responsible for managing the day-to-day tasks for the ~50 member SIROMS team, ensuring that the engagement continues to deliver monthly releases on-time and on-budget, and that client stakeholder priorities are clearly communicated and managed across each of the internal delivery teams.

Functional Team Manager

As the Business Analyst/Functional Team Manager, Mr. Colón was responsible for managing the activities of team members in order to ensure that all client deliverables are delivered on time, as agreed upon by client stakeholders, and meet CGI’s standards for high-quality delivery. Mr. Colón was also responsible for the overall maintenance and management of the client relationship with NJDC, helping to drive CSAP scores of 9.75+ and the approval of optional extension years along with multiple amendments to the contract which is currently valued at roughly \$15M/year.

Examples of the types of tasks and deliverables which the Functional team are responsible for include:

- Leading Joint Application Design (JAD) sessions with client stakeholders
- Designing technology driven business solutions, developing Business Functional Requirements Documents (BFRD) and obtaining approval from client stakeholders
- Conducting User Acceptance Testing (UAT) with client stakeholders ahead of major releases to ensure systems functionality meets client expectations

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Public Sector
- Natural Disaster Recovery
- State and Local Government
- Financial Management

TECHNICAL SPECIALIZATIONS

- Client Relationship Management
- Contract Negotiation
- Agile Project Management
- Member Management
- Managing Project Financials
- HUD CDBG-DR
- Requirements Gathering, Analysis, and Definition
- Process Definition, Optimization, and Documentation
- Process Deployment and Operation
- Batch Job Administration
- Integration and System Testing
- Application Support
- Data Analysis

Grant R. Colón, CSM

- Creating and delivering hands-on training presentations to program staff to ensure that all end users are prepared to utilize new and existing software functionality
- Providing Tier 2/3 level support to the SIROMS Help Desk to ensure that all functional questions can be answered and software issues are resolved
- Participating in program meetings at all levels within the NJDCA organization in order to provide the thought leadership necessary to identify current and future pain points and proactively recommend technological and organizational solutions that increase efficiency
- Serving as the bridge between the internal CGI technical, reporting, and quality assurance teams to ensure that business knowledge is communicated across the SIROMS team

In addition to managing the day-to-day tasks of the team, Mr. Colón is also responsible for various activities related to Member and Project Management, including:

- Developing and communicating cost estimates for system change requests
- Monitoring and managing team members' hours to stay on budget
- Managing the training/onboarding of new members and ensuring that proper knowledge transfer occurs when members transition off the project
- Setting assignment expectations for each team member, tailored to their experience level and career path
- Providing consistent mentoring, coaching, and guidance to team members
- Conducting annual performance reviews based on previously defined expectations

Senior Business Analyst

As a Senior Business Analyst on the SIROMS team, Mr. Colón performed various tasks in support of CDBG-DR program management activities throughout the Software Development Lifecycle (SDLC). By performing a thorough review of the program Action Plan, Mr. Colón was able to efficiently and accurately capture the business requirements of each program and their associated policies, procedures, and workflows by conducting Joint Application Design (JAD) sessions with Program Management. After developing business requirements documentation, Mr. Colón conducted review sessions with program stakeholders to obtain their approval prior to the commencement of any systems development.

Mr. Colón also provided the thought leadership, obtained through his unique DR experience, necessary to develop reporting that is both meaningful and actionable, providing program management with the tools necessary to identify bottlenecks in their workflow processes and increase efficiencies. Prior to the release of new software, Mr. Colón led User Acceptance Testing and training sessions to ensure that all requirements are properly implemented and that program staff are kept abreast of new system functionalities. In addition to the above responsibilities, Mr. Colón also served as the bridge between the internal technical, reporting, QC, and help desk teams to ensure that all members were working in lockstep with program priorities.

ADDITIONAL CGI PROJECTS, CLIENTS, ROLES

- Business Process Re-Engineering and Requirements Analysis – New York City Department of Buildings (DOB), New York City, New York, (10/2011 to 03/2014)
 - **Engagement Manager/Lead Project Manager**
 - Skyscraper Project – Mobile Building Inspections
 - NYC Building Mobile Application
 - Filing Representative Training Rule Implementation
 - Solar Panel and Green Roof Tax Abatement Implementation
 - Audit Compliance Support
- On-Site User Support – Office of the Comptroller – Bureau of Accountancy – New York City, New York (08/2010-10/2011)
 - **Senior Business Analyst**
 - Change Request Definition
- Financial Management System (FMS) – Financial Information Services Agency (FISA), New York City, New York (04/2010-10/2010)






Grant R. Colón, CSM

- **Senior Business Analyst**
 - Tier 2/3 Production Support
- Consolidated Renal Operations in a Web Enabled Network (CROWNWeb) – Centers for Medicare and Medicaid Services (CMS), Baltimore, Maryland (02/2010 to 3/2010)
 - **Senior Business Analyst**
 - Interface Requirements Definition and Documentation
- Financial Management System (FMS) – Financial Information Services Agency (FISA), New York City, New York (09/2005-02/2010)
 - **Business Analyst**
 - Vendor Information Exchange System (VENDEX) Upgrade (Mayor's Office of Contracts)
 - Financial Management System - Other than Payroll Services (FMS/3 OTPS) Upgrade
 - PIP (Custom Vendor Self-Service Application) Initial Implementation

EDUCATION

BA, Duke University, Computer Science, May 2005

BA, Duke University, Political Science, May 2005

TRAINING AND CERTIFICATIONS

CGI Project Management
Certified Scrum Master (CSM)
OpenText Metastorm BPM
Accela Automation
Salesforce.com CRM
AMS Advantage 3.x
infoAdvantage Reporting Tool



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PROFESSIONAL SUMMARY

Dedicated IT professional with strong experience using .NET technologies to perform system analysis and software development. Self-learning professional capable of adapting to new technologies with ease and experience interpreting client needs and turning them into useful solutions. Possess a balanced mix of business acumen, excellent attitude, technical expertise and bilingual in English and Spanish.

TECHNICAL SKILLS

Development tools: Microsoft Visual Studio (2005 - 2013) and Visual Studio.NET (2005 - 2012)
Languages: VB.NET, C++, C#, Java, and SQL
Web Development Technologies: XHTML, HTML5, CSS, PHP, ASP.NET and JavaScript
JavaScript frameworks & Techniques: JQuery, AJAX
Web Servers: Apache, ASP.NET
Server Reports: MS Reporting Services 2008
Frameworks/Tools: Microsoft .NET 3.5/4.0/4.5, ADO.NET, DotNetNuke, MS Office and Visio Professional
Databases: MS SQL Server (2005 - 2012) Microsoft Access, phpMyAdmin
Operating Systems: Unix, Ubuntu Linux, Microsoft Windows (XP, Vista, 7, 8, 10, Server 2005 - 2012)

WORK EXPERIENCE

Evertec Inc., San Juan, PR
.NET Developer

January 2013 – Present

- Support for government web applications using C#, VB.NET and Integration services.
- Developed a Puerto Rico Interactive map with Census Data using Google Maps API.
- Development for IVULOTO (Sales Tax Use Control Lottery), PICO (Treasury's Merchant's Integrated Portal) and Administration of Public Housing systems.
- Estimate and prepare specification documents for new releases.
- Simultaneously worked with Department of Education, Department of Public Housing, Department of Labor and the Sales and Tax Use system (IVU).
- * MVP Awarded for the error-free solutions and the ahead of schedule delivery for PICO (2014).
- * MVP Awarded for cost reducing and ahead of schedule delivery for DE (2016 and 2017).

Consulting Resources Group, Guaynabo, PR
Consultant/Developer

October 2011 – December 2012

- Developed Business Intelligence Solution for store sales analysis.
- Development tools used: ASP.NET, C#, MS SQL Server and SQL Server Integration Services.
- Developed Registry module and all the related reports using SSRS 2008 for an Institute.
- Analyzed, designed and wrote document of specifications for a School Management System.

Intelutions, San Juan, PR
Consultant/Developer

September 2012 – December 2012

- Development tools used: ASP.NET, C#, MS SQL Server, LINQ, Reporting Services and MS Excel.



- Developed reports with bar charts using SSRS 2008 in a Web Server project.
- Multitasking working in different government and federal solutions simultaneously.
- Suggest and implement innovative ways to improve the performance of the solution.

EDUCATION / CERTIFICATES

University of Puerto Rico, Bayamon Campus, PR

2011

Bachelor Degree in Computer Sciences – GPA; 3.32

- Developed a console application that implements mathematical roots methods (Bisection, Regula Falsi, Secant, and Gaussian) in C++.
- Developed an online enrollment system in PHP 5 for a martial arts school which implements MySQL, Apache, JQuery and AJAX (Revised and implemented in HTML5 and .NET, www.kungfupr.com).

INTERESTS AND HOBBIES

- Teach Martial Arts (Kung Fu) to kids and adults at the S.K.W. Institute (2007 – Present).
- Vice-President of the Council at Mirabella Village & Club (2016 – Present).





BACKGROUND

Mr. Gower is a senior consultant and a lead data architect with over 10 years of significant experience in data modeling, master data management, business data normalization and consolidation, implementing and overseeing data architecture standards, data governance, data engineering, ETL design, data quality, and data warehousing. He has worked as SME for many years in database design, data migration, ETL, performance tuning, data analytics, and business intelligence solutions and possesses strong interpersonal skills to complement his technical expertise.

CGI EXPERIENCE

LOUISIANA ROAD HOME PROGRAM, Office of Technology Services for the Office of Community Development, (04/09 to Present)

As the Database Architect on the project, Mr. Gower has helped create a database which combines data from more than 15 systems and allows for fast and reliable data analytics and analysis between highly disparate applications. He has leveraged his experience and knowledge of best practices in implementation to drastically improve runtime efficiency of long running and CPU intensive processes. As a business analyst, Mr. Gower worked with the client to design and implement many organizational structural improvements. One such improvement was his effort to simplify a complex non-linear stage based system into a linear step progression for the Hazard Mitigation Grant Program (HMGP). His work in this regard has allowed for better timeline visibility and also for a streamlining of application processes by making those elements critical to program progression visible to high level management. Over the course of Mr Gower's time on the Road Home project, he has also been tasked with acting as a temporary consultant to other data warehousing efforts. Most recently, he has consulted in the design and implementation of the solution utilized by the Restore Louisiana project which started development in August of 2017.

FLORIDA SAFE FAMILIES NETWORK (FSFN), Florida Department of Children and Families, (March 2007 - April 2009)

Mr. Gower successfully integrated data from all modules of the FSFN system and was responsible for the reliable exchange of data between the FSFN application and a multitude of data variations required by the privatized CBC facilities software. Also, he was instrumental to the effort of modelling and developing star schema business intelligence databases with sub second response times. And, towards this effort, Mr. Gower designed and maintained more than 130 complex ETL processes. He was also responsible for the nightly migration of more than 40GB of data and creation of 1,700 CBC critical data exchange files through ETL processing. Mr. Gower was also tasked with and succeeded at the difficult integration of the JAWS visually impaired software with the mature JAVA code base of the FSFN application.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Disaster Recovery and Mitigation
- Child Welfare

TECHNICAL SPECIALIZATIONS

- Logical and Physical Data Modeling
- OLTP Database Design
- Star Schema Design/Dimensional Modeling
- Master Data Management (MDM)
- ETL Design
- Database and SQL Tuning
 - Oracle
 - SQL Server
 - DB2
 - MySQL
 - PostgreSQL
- Business Intelligence

NEW JERSEY SPIRIT, NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, (September 2006 - March 2007)

The purpose of the SPIRIT project was to create a web based application through which the Department of Children and Families would be able to track all facets related to both wards of the state and potential wards of the state. Mr. Gower developed and maintained a JAVA application code base per requirements gathered by the business analysts working in concert with NJ's DCF designers.

EDUCATION

BS, Computer Science with emphasis in Mathematics, University of Wisconsin-Madison, Madison, Wisconsin
2005





BACKGROUND

With more than 20 years in the Information Technology industry, Mike Lee has a wide range of experience providing project and account management, as well as developing, documenting, coding, testing and implementing business technology solutions. He has acquired an in-depth knowledge of database and software architectural solution by architectural best practices. Such as addressing application, security, data and technology in the context of supporting processes across all business segments.

CGI EXPERIENCE

LOUISIANA ROAD HOME PROGRAM, Office of Technology Services for the Office of Community Development, (03/10 to Present)

Mike Lee provides leadership, direction and accountability for strategic application architecture plans, system design, and implementation. He reduces the risk on large implementations by proactively reviewing: Proof of Concepts, Implementation plans and Product Applicability. Mike collaborates with partners/team member to improve their delivery capability. Ability to architect multiple platforms: from object oriented 2-tier client Server to N tier software development, middleware (web services / SOA), messaging, and object relational database. Mike Lee works closely with other concept owners, application programmers, and the infrastructure team; to ensure all of our data-driven applications are running optimally. He provides an analytical processing of data from the data warehouse for forecasting, planning, and what-if analysis such as trends and patterns

As the database administrator, Mike Lee's is responsible for ensuring appropriate definition, organization, security, integrity, operational efficiency, operational support, scheduling and documentation of the databases. Mike's role is the arbitrator over the structure and contents of critical databases, establishing and enforcing rules, standards, guidelines, and establishing written guidelines for the overall use of database management systems. Mike is also responsible for implementing highly complex projects.

As a developer (JAVA/ PL SQL), Mike Lee's role is to provide accurate and efficient Java-based implementations of business requirements and/or technical designs. Also my goal is to be well-versed in frameworks and database technologies in order to provide an overall implementation. Working with Analysts and other Developers, the Java Developer must continuously strive for quality and excellence in code, testing, maintenance, and ongoing support.

OLDE Financial Services – BA / Developer, (March 2008 – November 2009)

Mike managed an automated system that enables data furnishers (DFs), and Credit Reporting Agencies (CRAs) to create and respond to consumer credit history disputes. CRAs include Equifax, Experian, Innovis and TransUnion, their affiliates or Independent Credit Bureaus and Mortgage Reporting Companies. e-OSCAR also provides for DFs to send "out-of-cycle" credit history updates to CRAs.

Mike's role was to provide Oracle technical leadership and to ensure performance and tuning to VLDB (very large database). Mike is proficient at designing and developing for performance based on scalability based on hardware and software metrics.

Technical Environment: Oracle 10g, J2EE 1.6, IBM WebSphere middleware, & Apache struts/spring MVC

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Disaster Recovery
- Telecom
- Energy

TECHNICAL SPECIALIZATIONS

- Database Application DBA (Oracle/ MS SQL)
- Java Developer

Mike Lee**Nokia Networks – DBA / Developer, (February 2001 – May 2008)**

Mike provided telecommunication companies direct OSS for the build out of 3G/4G Networks across the US. Our group provided companies like ATT / Sprint and T-Mobile with the following modules:

Customer Care module provides basic order entry based on the MSS product catalog as well as a current and historical unified view of customer details, including order status, services and troubles.

Order Management module provides several important capabilities: A provisioning product catalog with product classifications and flexible definitions supporting unique ordering data requirements.

Customer / retail ordering via the Product Service Request (PSR) to enable ordering of a wide variety of services across current and next-gen technologies. Internal / engineering work orders for network build out.

Network Design module supports several levels of inventory information – geographical, physical, logistics and service inventory

Service Provisioning module supports a graphical design and assign process including arbitrarily complex network designs.

In Mike Lee's role as an Oracle development DBA, he provided the user experience by accomplishing functional requirements, information structure & flow, defining the objects, creating linkages to existing information structures, and the leveraging of the meta-data available. He provided Database model and design (Logical/Physical). He provided security roles, triggers, indexes, triggers, packages (functions/procedures), users, jobs, views (snapshots/dynamic), XDK API (XML).

As a Java developer, Mike created UML artifacts (analysis), design and construct OO objects and services using Struts MVC framework and web services APIs.

RELIANT ENERGY – Developer, (February 2001 – May 2008)

Provide database and development tool migration from Sybase to Oracle and the latest version of PowerBuilder.

Texas Tech University – DBA / Developer, (July 1999 - December 2000)

The project was a Y2K conversion from mainframe to n-tier java client-server for a COTS application module.

In Mike Lee's role as a Team Lead, Application DBA, and Senior Developer, he coordinated design issues, development timelines, testing procedures, and customer expectations for course development, instructor assignment, grade reporting, instructor pay, accounting, student enrolment, registration, textbook and course materials purchasing, and lesson submission and grading.

ACS Government Records – Developer, (August 1998 – June 1999)

Mike handled client/server applications to handle marriage, liquor, and driver license for township /city /county and state level.

Deloitte & Touche International Tax Assignment – Developer, (August 1996 – July 1998)

As team lead/developer, Mike worked with the Global Advantage application which provided an enterprise business solution for a full range of complex administrative activities to serve companies for expatriate employees.

EDUCATION

BBA, ISY/QBA, Baylor University, Waco, TX 1993

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PROFESSIONAL BACKGROUND

Kevin Manuel has been working in the Information Technology industry for over 30 years.

He served 8 years in the US Coast Guard as a Radioman/Telecommunication Specialist, during which time he received commendations for his development of a database system for tracking maritime incidents, and assisting in the implementation of a cutting edge, building-wide network upgrade. Following an honorable discharge from the Coast Guard, Mr. Manuel worked in network administration, advancing to the level of a Master Certified Novell Network Engineer. Eventually, he became the Director of Louisiana Operations at DynTek, managing a team of over 30 support staff of various skills. In 2003, Mr. Manuel founded Blue Streak Technologies, which has evolved into a professional services organization dedicated to the implementation of Business Process Management (BPM) solutions.

Blue Streak Technologies is a partner of OpenText (formerly Metastorm). Mr. Manuel is well known within the OpenText organization for his experience and skills, and served as a partner advisor prior to the release of the current version of the MBPM product. Together with other Blue Streak staff, he was one of the first two developers in North America to achieve the original Metastorm Developer Certification. He also participated in the BETA testing of the OpenText MBPM Version 9 certification program and, again with other Blue Streak staff became one of the first two MBPM Version 9 certified developers.

EXPERIENCE

Blue Streak Technologies, LLC

Baton Rouge, LA

Managing Partner and Chief Technical Officer, 2003 – Present

- Manage and oversee the technical aspects of all Blue Streak projects.
- Lead Blue Streak's technical direction and assist with sales efforts.
- Provide training and support for new staff.
- Assist with supporting day-to-day company operations.
- Provide direct technical support as an OpenText MBPM developer for numerous Blue Streak customers spanning a wide range of industries including State and Local Government, Manufacturing, Legal, Finance, Health Care, Retail, and Telecommunications.

SNAPSHOT: Blue Streak Project Experience

SANDY INTEGRATED RECOVERY OPERATIONS AND MANAGEMENT SYSTEM ("SIROMS")

Senior BPM Technical Advisor, Developer, and Subject Matter Expert, 2013 – Present

The Sandy Integrated Recovery Operations and Management System (SIROMS) was developed to enable citizens, businesses, and municipalities in the state of New Jersey to rebuild in the aftermath of Superstorm Sandy in 2012. SIROMS is a highly-integrated software system implemented to assist the New Jersey Department of Community Affairs with the management and distribution of over \$3 billion dollars of funds provided by the Community Development Block Grant (CDBG) Disaster Recovery programs of the U.S. Department of Housing and Urban Development.



Kevin Manuel has worked from day one as the project's lead solution designer and integration architect, successfully leading design and implementation of the framework to integrate BPM-based grant management and reporting systems with the state's mainframe and financial systems, and other third-party software. Specifically, he led or is currently leading implementation of the following applications, modules, and components of SIROMS:

SIROMS Grant Management programs

- *Funds Request System* – Manages all requests for SIROMS grant payments.
- *Reconstruction, Rehabilitation, Elevation and Mitigation (RREM)* – Manages grants for homeowner rebuilding.
- *LMI Homeowners Rebuilding Program (LMI)* – Another program for requesting and distributing homeowner funds.
- *Small Rental Properties/Landlord Rental Repair Program (LRRP)* – Small rental rebuild and repair.
- *Unsafe Structure Demolition (USD)* – Request and distribution of grant funds to identify unsafe structures and perform remedial activities.
- *Hazard Grant Mitigation Program (HMGP)* – Grant program to allow for mitigating against future hazards.

SIROMS Accounting/Financial Management modules

- *Accounts Receivable System* – Manages grant repayment collection process.
- *SIROMS Measure Reporting* – Application for statistical reporting on SIROMS grant data.
- *Forecasting Module* – Uses existing SIROMS grant data to project budget figures through a predetermined number of years.

Document Management System

- Document management is implemented via OpenText's Content Server document management suite.
- All BPM-based programs are integrated with CS document management.

The Road Home Program

Senior BPM Technical Advisor, Developer, and Subject Matter Expert, 2005 – 2013

Provide senior technical support, hands on programming, business analysis, and issue resolution to create an application using OpenText MBPM to allow for online submission and management of the processing of applications submitted by Louisiana rental property owners wishing to receive funding assistance through the Louisiana Road Home Program. Managed the development effort for the Hazard Mitigation Grant Program, which manages \$700 million federal grant for 220,000+ Katrina/Rita applicants, the approval process, documentation, contractors, inspections, and secure electronic payments through Chase Bank. Provide ongoing technical support for the various BPM enabled projects.

Stanley Black and Decker

Architect and Lead Developer, 2010 – 2014

Designed and developed multiple MBPM projects for major tool manufacturer, including applications to analyze the economic impact of product pricing, management of special pricing requests and approvals, and automated reporting of raw materials costs.

St. Tammany Parish***Technical Subject Matter Expert, 2004 – 2005***

Led development team in creating a Geographic Information System (GIS) application to assist a local government in determining sales tax impacts of city land annexation. The application consists of a GIS interface and integration with Metastorm BPM processes for the review and approval of tax annexation change requests. Provided senior technical guidance and acted as business analyst.

Louisiana Department of Children and Family Services***Team Developer and Technical Subject Matter Expert, 2003 – 2007***

Managed development team, provided programming support and project management for the creation of a case management system using OpenText MBPM that tracks fraudulent activity and report on statistics for the Food Stamp Program that distributes an average of \$55 million to over 230,000 per month. Design and implement BPM system components including integrations with Microsoft Active Directory for single sign-on. Created integrations between IBI WebFocus Business Intelligence, ESRI GIS and OpenText MBPM to enable graphical displays and reports depicting suspect fraudulent activities that feed the creation of new investigation cases.

Other Experience**DynTek****(formerly R&D Networking, Cohesive Network Systems, and Exodus)****Baton Rouge, LA*****Novell Network Engineer and Technical Services Director for Louisiana, 1998 – 2003***

- Managed staff of network support and application development technicians.
- Provided senior level network design and support.
- Assisted with sales efforts as pre-sales engineer.
- Conducted training.

United Companies Financial Services**Baton Rouge, LA*****Novell Network Engineer, 1997 – 1998***

- Provided network support for Novell network.
- Received, investigated, and resolved help desk incidents.
- Maintained system backups and patch levels.

EMCO Technologies**Baton Rouge, LA*****Network Technician, 1995 – 1997***

- Provided network support for Novell networks.
- Built and repaired PC desktop systems.
- Serviced and repaired laser printers.

United States Coast Guard**Baton Rouge, LA*****Radioman Second Class, 1987 – 1995***

- Handled incoming and outgoing radio and teletype communications.
- Provided support for shipboard and office computer networks.
- Serviced and repaired shipboard copiers.
- Used and protected Top Secret cryptographic material.

EDUCATION

TECHNICAL TRAINING

- Dale Carnegie Effective Communications and Human Relations Training
- United States Coast Guard Telecommunications Specialist Training

CERTIFICATION

- OpenText Certified MBPM V9.x Developer, 2010
- Metastorm Certified BPM V5-V7.x Developer, 2004
- Novell: Certified Novell Engineer 4
- Novell: Certified Novell Engineer 5
- Novell: Master Certified Novell Network Engineer with NT Integration
- Vinca: Vinca Certified Engineer



Business Process Analyst - Sample

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BACKGROUND

With more than 19 years in the Information Technology industry, Business Process Analyst has a wide range of experience in developing, documenting, coding, modifying, testing and implementing business technology solutions for HR and Time Keeping systems, Sales Pipeline, Health Insurance and Auto and Home Insurance systems. Business Process Analyst is an excellent team leader with experience in working with management executives, legal department, clients and vendors, and a great team player with good management, communication and technical skills. He is a Certified Six Sigma Green Belt and graduated in MBA in IT Project Management.

CGI EXPERIENCE**Senior Technical Developer, SIROMS, New Jersey Department of Community Affairs (09/13 to Present)**

As a Senior Technical Developer, Business Process Analyst responsibilities for the SIROMS project include:

- Participated in Joint Application Design (JAD) sessions with the client and subject matter experts in understanding the functionality that needed to be developed
- Documented detailed technical design documents for several of SIROMS application modules by using the Business Functional Requirements Documents.
- Developed and supported various .Net web applications for NJ DCA SIROMS programs.
- Developed and managed Metastorm BPM modules for various SIROMS programs.

Hartford Insurance Group, Connecticut (02/2009 to 08/2013)

- Developed and supported web application for Auto and Home Insurance.
- Developed and managed Web Services for insurance billing and printing.

Northern New England Benefit Trust, Manchester, NH, (10/2005 to 01/2009)

- Designed and developed benefit management system for medical claims processing.
- Designed and developed Imaging module for the system.
- Developed Electronic Data Interface for file transfers as per HIPAA standards.

Robert Plan Corporation, Long Island, NY, (09/2005 to 10/2005)

- Designed and developed the Ticket Management System.
- Developed the interface with existing remedy system.

Northern New England Benefit Trust, Manchester, NH, (06/2005 to 09/2005)

- Designed medical claims processing system.
- Designed user interface and management reports for the system.

HR iVantage System, CGI, Montreal, Canada, (02/2004 to 08/2005)

- Developer and Database Administrator on the HR iVantage System.
- Developed and generated reports for HR and higher management.

**EXPERIENCE
SNAPSHOT****INDUSTRY EXPERTISE**

- Insurance
- Healthcare
- Government

TECHNICAL SPECIALIZATIONS

- Team Leadership
- Systems Design
- Systems Development
- Systems Testing
- Systems Implementation

Business Process Analyst - Sample



- Supported HR database and the application.
- Supported systems integration during the merging of organizations.

Web Timesheet System, CGI, Montreal, Canada, (11/2002 to 08/2005)

- Designer, Developer and Database Administrator on the Web Time Sheet System.
- Developed and supported the system to keep track of the time worked by the employees in a project.
- Developed an interface with billing system to calculate and bill hours to a client.
- Developed the system for different business units based on their business rules and requirements.
- Supported in transitioning the system to PeopleSoft.

OTHER EXPERIENCE

IMR GLOBAL, CLEARWATER, FL, (10/1999 to 11/2002)

- Designed, developed and supported Sales Pipeline Application system.
- Assisted in maintaining resources required for various projects and assigning the appropriate resources based on the skills set.
- Developed employee tracking system for HR and Legal department.
- Project leader on the ERP Package Implementation for Stage Stores Inc., Houston, TX.
- Implemented ERP Package, RMS developed by Retek.

IMR Global, Bangalore, India, (04/1997 to 10/1999)

- Project Leader and Quality Controller on the Database Migration for BHEL, India.
- System Analyst on the Program Conversion for Boots, UK.
- Programmer on the Euro conversion project for Schroders Investment Management, London, UK.
- Programmer and Quality Controller on the Y2K conversion project for General Re-Insurance, Stamford, CT.

EDUCATION

MBA, 2012, University of Massachusetts, Lowell, MA

'B' Level, Master's Degree in Computer Application, Department of Electronics, India, 1997
Bachelor's Degree in Mathematics, Madurai Kamaraj University, India, 1993.

TRAINING

- Sun Certified Java Programmer
- MCP in ASP.NET with C#
- Certified Six Sigma Green Belt
- Graduate Certificate Program in Foundations of Business
- Net Training in C# with ASP. Net
- User Interface Design
- UML Modeling and Design Patterns
- SOA and Security Patterns
- Leadership and Soft Skills

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BACKGROUND

Mr. Software Engineer is working as a data architect, specializing in Data warehouse, Analytics and Business Intelligence. With more than 12.5 years in the information technology industry, Mr. Software Engineer has a wide range of experience providing team management, developing, documenting, coding, modifying, testing and implementing business technology solutions. Mr. Software Engineer has also worked heterogeneously, both in the product and services space.

Mr. Software Engineer specializes in the DW/BI space and works on both ETL and BI and has worked on 2 major client implementations for advantage (City of NY and State of WV)

CGI EXPERIENCE

SIROMS, (10/14 to Present)

Mr. Software Engineer is working as a data architect for the DW/BI team for SIROMS project. SIROMS project involves helping the state of NJ disburse assistance funds to residents of the state, who were affected by Super Storm Sandy.

Roles and Responsibilities include:

- Design and maintain a self-service reporting environment
- Help with tool selection and evaluation for self-service reporting and analytics.
- Develop, test and deliver adhoc/Canned web intelligence reports needed for the business
- Creations of universe and Information design tool(IDT) including
 - Design of the IDT/universe to address reporting needs
 - Simplify object nomenclature to match business definitions
 - Setting up hierarchies and compatibilities for ease of reporting and slicing and dicing of data in web intelligence reports.
 - Integrity checks and resolving loops, contexts and traps.
- Administer the BO Environment including performance enhancements and integration.
 - User access control
 - Security set up
 - Patching and server maintenance
 - Server Performance tuning
 - Installation and deployment
 - Publication and Scheduling
- Creating the architecture and maintaining a data warehouse for a sustainable reporting environment
- Develop ETLs in SSIS/Data Services.
 - Data model creation
 - Change data Capture
 - ETL batch runs
 - Performance Tuning
 - Metadata management.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Government
- Mortgage and Finance.
- Manufacturing & Distribution
- Retail
- Disaster recovery
- Prepaid cards, Gift Cards and Stored Value cards.

TECHNICAL SPECIALIZATIONS

- Business Objects XI R2, XI 3.1,4.1
- SSIS/SSAS
- Tableau
- SAP BO Data Services
- Ab Initio 2.15
- Crystal Reports 9,10
- Oracle9i,10g,11g
- Pervasive Data Integrator 9,9.2
- Sql/plsql
- Unix
- SAS 9.1
- Autosys
- Clear Case
- SQL Server 2005
- DB2 V8
- JCL

CGI PRODUCTS

- AMS Advantage 3.7,3.8,3.9,3.9.0.1
- InfoAdvantage 3.7.0.2, 3.8, 3.9,3.9.0.1

Software Engineer – Sample



- Create database objects like stored procedures and functions to manage ETL performance
- Train and mentor junior members in the team
- Work with the team on process improvements and stream lining.
- Work with the client, application and BA teams to gather requirements and develop the code needed to meet the requirements

Advantage – State of WV, (04/13 to 10/14)

The implementation included a full site of Advantage PB, Fin and HR. As the ETL Lead and Senior Report Developer he, worked across the 3 areas focusing, primarily on Financial. Responsibilities in the project include the following:

- Develop the enhancements on the reporting and ETL side, needed for the state. This included
 - Universe changes
 - ETL changes
 - Custom Webi reports
 - Stored procedures
 - Security set up.
 - Auditing set up
- Gather Requirements
- Design and develop reports and universes needed for the state.
- I was responsible for delivery and coordinated with offshore as well for the following tasks
 - Code delivery
 - Designs
 - Mentoring state report developers and offshore developers.
 - Maintain code base in clear case.
- Performance Tuning of reports, ETL and server
- Auditing setup on BO
- Security set up and transition on the infoadvantage side. The security was set up at 3 levels in BO and integrate it with the advantage application
 - Application level
 - Object level
 - Data Level
- Work with the baseline infoadvantage team for porting enhancements done at WV.
- Training and knowledge transfer to the client and offshore. I also helped the enterprise readiness team with outreaches to Agencies.
- Operational set up for ETL batch cycle and data assurance.
- Develop stored procedures for transferring files between the state and agencies.
- Develop publications and batch jobs to automate the publications and scheduled instances. The task involved the following
 - Develop profiles
 - Develop security model for publication
 - Develop the publications
 - Integrate it with advantage so that the profiles can be maintained from the app.
- Help the state develop transparency module.
- Co-ordinate with CSG on baseline issues.

Fannie Mae, (11/11 to 04/13)

He worked as a developer/application lead providing production support and application development for enhancement releases. The technology involves Ab Inito, SAS, Business Objects, Oracle and Unix with Autosys as a scheduler. He have developed graphs in ab intio and also maintained the existing graphs. He was also involved in developing shell scripts and simple sas programs needed for reconciliation and reporting.



Software Engineer – Sample



Roles and Responsibilities:

- Work on research requests to analyze code and provide information to the business teams.
- Create maintenance scripts for automation of jobs and reduce manual involvement.
- Work on new development and enhancements for future releases.
- Provide Production Support for the batch jobs
- Support software upgrades and Business Continuity set up for Business Objects.
- Worked as an SME for Business objects contingency environment set up.

Advantage - NYC CIR, Advantage, (04/08 to 11/11)

Started as a senior developer and went on to Work as a Development team lead at offshore for the project to customize and implement Infoadvantage product for the New York City Government. The client used Advantage and Infoadvantage products from CGI and needed to move from legacy mainframe system to AMS Advantage 3.8. Worked onsite with the client during the go live phase of the project and worked remotely during the construction and maintenance phases. The technology involved is Business Objects XI 3.1 for reporting, Pervasive data integrator for ETL, Oracle and Java on AIX platform. Apart from working on the implementation, He also worked on upgrade of the info advantage product from 3.8 to 3.9 and coordinated, the planning, development, shakeout and maintenance tasks.

Roles and Responsibilities:

- Technical lead for a team of 14 members to monitor day to day activities of the team
- Setting up the environment required for development and plan the migration of code across different environments
- Create ETL designs and fix reporting issues
- Work with Third party for fixing third party software bugs
- Development of complex modules.
- Communication with the onsite team
- Review the code and define processes for the team.
- Deployment activities and defect tracking.
- Training and mentoring of the team.
- Interact with the client to implement solutions.
- Performance tuning of ETL and BO.
- Worked on SA and Data Assurance
- War file customizations.
- Developed the public schema set up.

Air Liquide – (10/07 to 04/08)

The client is a leading manufacturer for oxygen cylinders and other industrial gases. The Client has an ERP Adonix which helps them manage their supply chain and operations. CGI helps maintain the ERP and also cater to the adhoc requirements of the client.

Worked as a developer for Crystal reports and was involved in developing crystal reports for the client and integrating with the ERP Adonix. Worked as a part of the operations team.

Roles and Responsibilities:

- Develop crystal reports and integrate the same with the ERP Adonix
- Communicate with onsite team members on the status of tasks.
- Working on defects and provide resolutions for the same.
- Develop stored procedures needed for the ERP in sql server.



Software Engineer – Sample



OTHER EXPERIENCE

US TECHNOLOGY, KERALA, INDIA, Jul 2005 – Aug 2007 Blackhawk Application Support Team, (06/06 – 08/07)

A leading store value vendor has applications across multiple platforms which are extremely critical to the business (Gift Cards). The client wants an application support team with the ability to support all the applications.

Roles & Responsibilities:

- Coding for enhancement to existing application. The coding could be in MVS or queries and design of crystal reports.
- Maintaining the integrity of data in the tables by running clean up queries and jobs.
- Maintaining the reports and keeping them updated with the latest business updates like adding new partners to the reports.
- Support for immediate issues critical to the business and all other issue reported to the team.
- Capturing of metrics and co-coordinating the team ensuring proper communication within offshore and between offshore an onsite.
- Being the first offshore resource to be allocated to the project, played the role of the point of contact for all activities offshore.

Rebuilding Corp Fuel Marketing Reports, (09/05 – 06/06)

A fortune 50 retailer's Fuel department has their marketing reports generated manually, in MS Excel, out of an MS Access Database. The client recommended the re-architecting of the system to fit the current Crystal Enterprise environment.

Roles & Responsibilities:

- Development and testing of the crystal reports and BO reports, which involved preparation of queries, design and layout of the reports and implementation of business logic within the reports.
- Supporting the whole application during the user acceptance phase, which included walkthrough of the application flow with the users whenever required, bug reporting and fixing.
- Role of configuration manager to ensure that the right versions of code and project artifacts are maintained.

EDUCATION

B. Tech (Bachelor of Technology), University of Kerala, Mechanical Engineering, April 2005.

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BACKGROUND

With more than 30 years in the Information Technology industry, Mr Database Administrator has a wide range of experience providing data analysis, data mapping, data conversion, database management and technical expertise, as well as developing, documenting, coding, modifying, testing and implementing business technology solutions. He is trained and skilled in a variety of analytical and design methodologies and also has a broad technical background in both hardware and software.

CGI EXPERIENCE

SIROMS, NJ Department of Community Affairs, (03/2015 to Present)

Mr. Database Administrator works as the Database Manager on the SIROMS project for the State of New Jersey. The project provides the technology infrastructure, IT and expertise to support the State in its disaster recovery operations. In his role Mr. Database Administrator oversees all database activities such as replication of the production servers for reporting purposes, mirroring the databases for disaster recovery, backup procedures, database maintenance, auditing and archiving of data. Mr. Database Administrator implemented the Change Data Capture process which captures all changes made to the core database tables for auditing purposes. Additionally he automated and improved the monthly process to create the report for the Governor's Office of Recovery and Rebuilding which is published on the State of New Jersey website and contains data of over 35 programs.

Connect for Health Colorado BI Reporting, (09/2014 to 02/2015)

Mr. Database Administrator designed and developed Oracle and SQL Server stored procedures and functions that were used for the open enrollment reporting for the state of Colorado. The stored procedures were run on a daily basis and provided daily, weekly and monthly open enrollment statistics. Additionally Mr. Database Administrator designed and developed Oracle stored procedures and functions for the Center for Consumer Information and Insurance Oversight (CCIIO). The stored procedures are run on a weekly basis and provide CCIIO with over 650 data points for the medical and dental coverages for the state of Colorado.

Colorado Operating Resource Engine (CORE), (04/2014 to 08/2014)

Mr. Database Administrator worked on the semi-automated conversion of the financial data for the CORE project in Colorado. The project is using the CGI-AMS Advantage ERP Suite and he created mapping files for the data and loaded the workbooks from the State Agencies into the Oracle database.

Massachusetts Health Benefit Exchange, (02/2014 to 04/2014)

Mr. Database Administrator worked on the conversion to the Unified Data Model on the Massachusetts Health Benefit Exchange project. He analyzed the source and target databases and created the mapping spreadsheets. Additionally Mr. Database Administrator wrote the PL SQL procedures to migrate the data to the new database.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Rating Applications
- Financial Trade Services
- Health Insurance
- Life Insurance
- Public Sector

TECHNICAL SPECIALIZATIONS

- Data Analysis
- Data Mapping
- Data Conversion
- SQL
- MS SQL Server, Oracle, Sybase, DB2
- Excel VBA
- Access VBA
- Object-oriented analysis, design and development
- MQ and MQSI
- XML
- SLA's
- ETL

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Database Administrator - Sample



Vermont Health Benefit Exchange, Vermont State, (02/2013 to 01/2014)

Mr. Database Administrator worked as a data modeler on the Vermont Health Benefit Exchange (VT HBE) project. The core applications of the VT HBE solution were OneGate, Siebel, and Benaissance for the Financial Management. The front-end application, OneGate, was an out of the box tool that was customized in order to meet the state of Vermont's requirements. Mr. Database Administrator's role was to document and catalogue the attributes and entities that were added by maintaining the Logical Data Model as well as creating the Data Models for the reporting modules.

Wynsure Life Insurance, Colorado Bankers Life, (04/2010 to 01/2013)

Mr. Database Administrator worked on a migration project to migrate the data from CBL's legacy mainframe system into the Wynsure application. His job was to analyze the data and provide the client with the necessary mapping details, migration strategies and validation rules to make the migration successful. Mr. Database Administrator wrote hundreds of validation rules to validate the staging data extracted from the mainframe and was responsible for the execution of the migration process. He also developed several MS Excel VBA applications to automate the creation of testing data for the developers, and to automate the results of the migration runs by reading the MS SQL database and creating statistics and graphs used for performance analysis. Additionally he created an MS Excel application to compare statistical data extracted from the mainframe into MS Excel spreadsheets with the data migrated into the new application.

Management Reporting Platform, Moody's Investor Services, (09/2009 to 03/2010)

Mr. Database Administrator worked on a Business System Concept for a Management Reporting Platform for Moody's Investor Services. The reporting platform is intended for managers to provide them with an overview of the work load of their analysts, which consists of ratings, research, outreach and regulatory/compliance activities. Mr. Database Administrator participated in the management interviews to understand the current state of the reporting needs, identified the key management metrics, defined the solution components and developed an implementation roadmap. The key solution components consisted of the business definition of the metrics, data movement and transformations (ETL), data governance processes, a consolidated data warehouse and a business intelligence tool.

PFG Ratings Project, Moody's Investor Services, (12/2007 to 08/2009)

Mr. Database Administrator worked on the PFG Ratings project for Moody's Investor Services as a Conversion Analyst. He was responsible for the detailed designs related to the conversion of Moody's legacy systems to the new Pyramid system that will convert data from about ten different source databases into one single target database. The Pyramid data model is fully normalized data model consisting of about 700 entities and 9,000 attributes. The detailed designs include the mapping of the attributes and entities, the process flows, the overall conversion strategy, the definition and the logical order of the DataStage jobs and the validation approach of the converted data as well as the planning of the future phases of the project.

Proponix, ANZ, Barclays, UBS, (03/2001 to 11/2007)

In 2001, AMS partnered with the Bank of Montreal, Australia New Zealand Bank and Barclays Bank to form Proponix, a joint venture providing hosted applications and in-sourced business processing for international trade services. The Proponix ASP model allows client banks to take advantage of a state-of-the-art trade finance system, hosted and managed within Proponix's own data center. This outsourcing arrangement allows a bank to improve the service that they provide to their customers and reduce their costs, all with a minimal up-front investment. The Proponix trade processing system includes imaging and workflow and can be easily integrated with a bank's other systems through its flexible middleware architecture. A web-based portal allows a bank's corporate customers to apply for letters of credit, and initiate other trade transactions through the

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Database Administrator - Sample



internet. Mr. Database Administrator served both as a technical expert and analyst on the Proponix project. He oversaw and maintained the development, production support and client UAT, SIT and Marketing environments. Mr. Database Administrator also designed and developed various interfaces, such as the instrument conversion interface, that allows new Proponix clients to convert their existing instruments from their legacy systems to Proponix's Object Oriented TradeLine through XML messages, and AS2 interfaces to send and receive XML messages with partners from Proponix. In addition Mr. Database Administrator initiated the effort to develop automatic build deployment procedures throughout all environments and assisted in the re-organization of the client UAT, SIT and Marketing environments.

Information Bus, CIGNA Healthcare, (05/2000 to 02/2001)

Mr. Database Administrator worked as the Technical Expert for the Information Bus (IBus) project at CIGNA Healthcare. The IBus is both an initiative and an infrastructure solution, which is part of an integral part of CIGNA Healthcare's systems to share data using a single communications standard, rather than rely on a multitude of complex standards. Mr. Database Administrator was the manager of a team which was responsible for the IBus Infrastructure (Portal-to-Portal) testing, the support of the Application Area testing and the support of the Release Implementation and Production Readiness efforts.

Front-end Web solution, Blue Cross Blue Shield, (11/1999 to 04/2000)

Mr. Database Administrator worked as a Technical Expert to design a front-end Web solution for the Customer Service Representatives (CSRs). The goal was to consolidate the mainframe transactions from the legacy system into multi-functional web pages in order to provide better customer service. The solution was based on a HTTPS link with 128 bit encryption to a Netscape Enterprise Server using LDAP, and the link to the mainframe legacy system was based on WebPack.

Group Billing System, Prudential, (08/1998 to 10/1999)

Mr. Database Administrator worked as the Technical Expert for the GBS (Group Billing System) and PRISM Accounting Reports Module (ARM) Project at Prudential. He was responsible for the Technical Design and implementation of the system, which captures billing transactions, related to the Account Receivable (A/R) from the existing Billing System (GBS). In this role, Mr. Database Administrator has developed an extensive understanding of the existing process of the Billing System at Prudential; he met with users to determine the current needs, analyzed the existing architecture and assisted in developing the Project Plan. Mr. Database Administrator was further on assisting a team of about 20 people by resolving all technical issues and assuring the availability of the development and testing regions. He also oversaw the design of the new system being billed by the different teams and assured the quality of the designs and coding efforts of the project.

Data Warehouse, Tranquilidade Insurance, (02/1998 to 08/1998)

Mr. Database Administrator was the Project Manager for an effort to assist Tranquilidade in building a comprehensive Data Warehouse to successfully support key decision making management processes. He helped the client scope the project, manage the project, coach the clients Project Manager, estimate and plan the tasks, assure Quality Management, perform risk management, participate in group sessions to refine the project's direction and analyze, document and improve the current decision making processes. The Data Warehouse focused on providing various cuts and views of information to support all aspects of business analysis and decision making, including Planning and Control (profitability, channel), Technical (risk management), Marketing (geographic, customer segmentation), Financial and Control, Commercial (sales, distribution) and Quality and Performance.

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Database Administrator - Sample



Data Warehouse, Wuestenrot Bausparkasse, (09/1996 to 01/1998)

Mr. Database Administrator served as the Project Manager for the Data Warehouse Project at Wuestenrot Bausparkasse (Home Building and Loan Association). He was responsible for the coaching of a Project Team of 20 people (both internal and from the client), performing a feasibility study, planning the project, estimating the tasks of the project, assuring Quality Management under ISO9001 Standards and managing the scope, the project risks and the client's expectations. The goal of the Project was to build a Data Warehouse and the necessary end applications in order to enable the Home Building and Loan Association to plan and control their sales agents. The system, Agents/Sales Planning Information System (VIPS), enabled the users to access the bank wide information for several products, such as Home Loans, Life Insurance, Loans, etc., through a multi-dimensional database in a SAS environment.

TradeLine Implementation, Suisse Bank Corporation, (04/1996 to 08/1996)

At Suisse Bank Corporation, Mr. Database Administrator developed the accounting interfaces to the TradeLine Letter of Credit System (LCS) and integrated those interfaces into the existing systems at the bank.

Production Support Program, European TradeLine Clients, (01/1996 to 03/1996)

Mr. Database Administrator set up a European-wide Product Support program to enable AMS to support its European TradeLine clients. This Product Support environment was developed to support IMS, CICS, UNIX Client Server and OS/2 Client Server solutions of the TradeLine systems.

TradeLine Implementation, Bank of America, (06/1995 to 12/1995)

As the Task Manager for the TradeLine implementation at Bank of America, Mr. Database Administrator was responsible for designing and developing the accounting interfaces between the Letter of Credit application and the existing systems at the bank.

TradeLine Implementation, Commerzbank, (01/1994 to 05/1995)

Mr. Database Administrator served as the Project Manager for the TradeLine Customization project at Commerzbank. This effort consisted of setting up a Production Support environment for LCS and developing a new release of the application by integrating additional customized functionality into the baseline system. The Commerzbank had purchased the AMS TradeLine proprietary systems, Letter of Credit System (LCS) and Collection Processing System (CPS), in 1990 for implementation at their 120 branches throughout Germany. These TradeLine systems are large-scale IMS mainframe applications, comprising a total of over 450 programs.

TradeLine Implementation, Commerzbank, (12/1990 to 12/1993)

As the lead Technical Analyst on the LCS development and implementation project at Commerzbank, Mr. Database Administrator installed the system, maintained the system during the development phase, trained Commerzbank and AMS personnel, and analyzed (both functionally and technically) and implemented numerous on-site enhancements requested by the client. At the conclusion of the project, Mr. Database Administrator assisted in a study to implement a Client Server solution at the Commerzbank.



Database Administrator - Sample



TradeLine Implementation, Commerzbank, BHF, Banque Indosuez, Generale Bank, Kredietbank, (04/1990 to 11/1990)

Mr. Database Administrator installed the TradeLine systems, LCS and CPS, at the following client sites: Commerzbank Frankfurt, BHF Bank Frankfurt, Banque Indosuez Paris, Generale Bank Brussels and Kredietbank Brussels. At each of these IMS sites, he either installed the system for the first time or upgraded the existing system to a new release. Mr Database Administrator prepared the systems for testing/use by the bank personnel and developed/implemented several on-site system customizations.

OTHER EXPERIENCE

Systems Analyst, Topdata N.V., (03/1989 to 03/1990)

Mr. Database Administrator designed and implemented the interfaces between existing systems at Generale Bank (e.g., SWIFT, Customer DB, Risk Department) and the AMS TradeLine system LCS.

Systems Analyst, Stesid N.V., (08/1986 to 02/1989)

Mr. Database Administrator designed and implemented applications used for collections, consumer banking and credit departments at CERA Bank in Leuven, Belgium.

Mr. Database Administrator designed and implemented the BGCS system (Bekaert General Communication System) at Bekaert in Kortrijk, Belgium. BGCS is a system to transfer data between different applications on different platforms (IBM and HP3000) using different TP-monitors (IMS/CICS) or in batch.

Mr. Database Administrator programmed different applications used for accounting to handle bank transactions and for the manufacturing production processes at SIDMAR in Gent, Belgium.

EDUCATION

B.S., University of Brussels, Belgium 1986, Licentiaat in de Informatica (Computer Science)



QA Analyst – Sample



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BACKGROUND

Mr. QA Analyst has over 9 years of diverse, real time experience in Information Technology within the Public Sector enterprise and Healthcare Industries emphasizing on Quality Assurance (QA) roles as Analyst/Lead with Manual, Automation and Database testing expertise. Mr. QA Analyst is a seasoned analyst with experience in planning, developing, documenting, and executing various testing related business technology solutions throughout the full Software Development Life Cycle, including the following:

- Performed project support as a manual, database, and automated tester in addition to providing training sessions and conducting User Acceptance Testing
- Domain knowledge and experience in enterprise applications developed for NY Department of Labor, NJ Department of Motor Vehicles, NJ Department of Environmental Protection, NJ Department of Community Affairs, Disaster Recovery and Healthcare Insurance
- Expertise in manual as well as automation testing with the implementation of Automation Architecture/ Frameworks using Keyword, Data-driven and Hybrid Automation Frameworks
- Extensive work experience in Test Planning, Effort Estimation, Resource Planning, Root Cause Analysis and Project Management
- Experience in managing Test Teams, Test Effort and Size Estimation, creating Test Strategy and Test Plans, identifying testable features of applications and defining the Entry and Exit Criteria for each of the test phases in the testing life cycle
- Strong knowledge of Agile Software Development methodologies
- Proven proficiency in different phases of testing such as Sanity Testing, Smoke Testing, Functional Testing, GUI Testing, Regression Testing, Integration Testing, System Testing, Performance Testing, User Acceptance Testing (UAT), Security, Front End and Back End Testing
- Performed Production support and support/conduct training sessions and project management activities related to test management

CGI EXPERIENCE

SIROMS Project, NJ Department of Community Affairs, (Oct 2010 - Present)

As a trusted client advisor, Mr. QA Analyst tests system functionality for various programs, performs analysis on issues, and provides production support as needed. Applications built for the project are primarily to track the workflow and, spending activities as well as and provide transparency reports of the grants received from the Federal Government to the State of New Jersey on various infrastructure related recovery operations. Mr. QA Analyst is able to multitask and fully work in a fast paced environment with several .Net based web applications, Sharepoint applications, OpenText Business Process Management (BPM) applications, and canned/ad hoc reports as needed.

- Review project documentation in the form of BFRDs, User Interfaces, Workflow map, User story boards, Business Rules, and other related documents to understand the business logic and applications.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Public Sector
- Healthcare

TECHNICAL SPECIALIZATIONS

- Test Management Tools (IBM Rational ClearQuest, Quality Manager, Team Concert)
- Test Automation Tools (IBM Rational Functional Tester, HP Quick Test Pro, Selenium)
- Web Services (Soap UI)
- Data Validation (Sql Developer, TSQL, Toad, IBM DB2, CICS, Oracle)
- Accessibility (AccVerify Professional, Wave)
- Basic Java concepts
- User Provisioning – Courion, Numara Footprints
- Document Management IBM Image Plus and EMC xPressions

DOMAIN EXPERIENCE

- Unemployment Insurance (UI)
- Benefits Intake
- Health Insurance
- Motor Vehicle (DMV)
- User Provisioning Software
- Legacy Project Modernization

QA Analyst – Sample

- Understand the overall business process of the NJ SIROMS project starting from initial Application Submission stage to Project Closeout stage for multiple projects (RREM, FHRRR, FHE, GORR, PCR, QPR, Financial Forecasting, Funds Requests, and Construction Extension)
- Verify multiple reports to satisfy NJDCA, NJ Transparency sites and NJ/Federal HUD Requirements as needed.
- Review project plan, scope, release schedules and other project related documents to come up with a testing plan and prioritize, make adjustments as needed.
- Work with Iterative agile methodology to deliver high quality deliverables within scope, time and budget.
- Get in touch with the business stakeholders to understand the requirements and perform analysis to come up with test scenarios in order to adequately verify the requirement against the application
- Also assisted Business personnel for reviewing the BFRD and User Guides and provide inputs/feedbacks/support as necessary. Also provide feedback on system improvements to provide optimum efficiency of the designed application.
- Attend project kick off meetings, requirements review meetings and project status meetings to gather information related to projects worked upon.
- Work on the task orders, helpdesk tickets, change requests, enhancements, and new applications for the project.
- Extract the testing requirements from documentation gathered and create testing workflow for signoff from business users and project team.
- Create Test Scenarios and obtain signoff from the Functional team.
- Execute Test Cases and communicate identified issues and work closely with the development team to perform corrective actions for resolution.
- Verify application and financial reports generated by the Business Objects team against historical data, front end application and up to date database information via queries, existing reports and raise concerns, if any.
- Develop SQL queries for generating data from the database for creating test data, verifying data elements, values, amounts etc. for application and reports related testing tasks.
- Ensure the web based application data collection is being correctly imported to the database.
- Verify the data displayed on the BPM application matches with the database and web based application.
- Do ad-hoc testing of hot fixes, enhancements and reports as needed for production support and keep the lights on type tasks.
- Performed cross browser testing and reported any variances along with Print feature variations between different browsers.
- Perform spot checks of the scanned attachments during Enterprise Content Management testing.
- Perform calculations of historical data and provide analysis of mismatch values.
- Perform checks and balances for Funds released, distributed and expended for project activities.
- Perform interface/web services testing for third party inputs to the BPM system.
- Track schedules and proactively communicate in order to update the team with the current status.
- Provide production support for application, database, business, and helpdesk tickets as needed.
- Provide a weekly release cycle status to the team and track progress of the release cycle and other related items.

OTHER EXPERIENCE

HP/NJ Motor Vehicle Commission, (Sept 2012 – August 2014)

Performed consulting work at HP's client, New Jersey Motor Vehicle Commission (NJMVC) for NJ Matrix Project to modernize the legacy systems for vehicle title and registration functionalities. Analyzed NJMVC project phase II testing requirements, use cases and business rules for creating testing artifacts for various testing phases of the project. Verified existing applications and performed regression testing to ensure compatibility with requirements, enhancements and project change requests (CRs).

- Review project documentation in the form of RSPs, Use Cases, User Interfaces, User story boards, Business Rules, and other related documents to understand the business logic and applications.
- Performed Functional and System testing activities throughout various cycles as needed.



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QA Analyst – Sample



- Automating the web application into Rational Functional Tester scripts for subsequent build verification and regression suite.
- Test Planning, effort estimation, resource planning, provide training, schedule updates, task assignments.
- Developed test strategy, test plans (System Integration Test Plan/Automation Test Plan/Performance Test Plan), test scenarios, test cases and test scripts.
- Determined various approaches for testing strategies like Functional, System, Regression, Usability testing using Rational Functional Tester and Rational Manual Tester.
- Maintained the Requirement Traceability Matrix using Rational Test Manager/Rational Quality Manager and identify test coverage.
- Documented Managed and Modified new and existing test scripts in Rational Manual Tester and MS Excel.
- Automated manual test cases into Rational Functional tester automated scripts for regression testing and creating transactions to verify detailed outputs.
- Queried mainframe database to verify the application transaction is reflected to and fro into the legacy system.
- Validated the outputs from application and traced to actual printed documents for verification.
- Performed the reverse and forward flow testing in Agencies and COMP system and validating the oracle and mainframe database.
- Ensured the overall QA activities to comply with the requirements and address any issues identified and communicated as needed.

Capital District Physician's Health Plan Inc. – (May 2012 – Sept 2012)

Worked on Run the Business items that require testing to ensure the application is working as expected using Rational Team Concert as the ticketing tool and Rational Quality Manager as the Test Management tool. In addition, worked on testing of strategic projects such as FACETS, User Provisioning Software and Find A Doc Upgrade application that provides additional functionality than the previous version.

- Review project documentation in the form of Business Requirements Documents, Use Cases, Solutions Documents, Business Rules, Project Charter and other related documents as available.
- Identified testable features and create test cases in excel spreadsheet and later upload them to Rational Quality Manger for test execution.
- Create testing workflow for signoff from business users and project team.
- Automation of regression testing using Quick Test Pro and programming dynamic VB Scripts for testing GUI functions, acceptance and limit validations.
- Conducted data Driven tests in Quick Test Pro by parameterization, worked with the data table, modified the script for data-driving. Involved in Windows 7 upgrade testing for compatibility with existing applications and third part vendors for drivers and software.

IBM/NY Department of Labor – (March 2007 – May 2012)

Performed consulting work for IBM's client, NY Department of Labor for NYSDOL Planning & Technology Division Unemployment related projects. UISIM project is the major umbrella project under which various projects are being developed. Performed services for PeopleSoft Implementation, xPressions Implementation, Employer Home Page, Shared Work Program, Common Authentication together with NYS Tax & Finance, and Unemployment Benefits. The objective of the Testing Unit was to ensure that the developed application was correct, complete and that the quality met specific criteria to satisfy the requirements of the end user.

- The QA process involved developing test strategy, plan, design and scenarios for testing. Upon analysis of project requirements, signoffs from project team and project sponsors are acquired and execution process follows.
- Involved with Performance tuning, user acceptance testing, and promoting applications to release management are the primary tasks performed.

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QA Analyst – Sample



- Analyzed requirements and project documents (Business Rules, Use Cases, Data Flow Diagrams, and Project Plan) to prepare for testing activities.
- Worked with Business Analyst and End Users regularly for developing test cases from the Business Requirements and available project documents.
- Involved in Complete SDLC (Software Development Life Cycle) from Initiation to Transition phases in the capacity of carrying out testing activities.
- Created test deliverables for projects (Test Plan, Test Design Test Scenarios, Test Cases).
- Used Rational Functional Tester verification points to automatically capture and verify application object properties such as object pass fail, changes from existing version, etc.
- Communicate and coordinate the testing efforts with the project team and ensure the identified issues/risks are documented and fixed.
- Involved and responsible for creating weekly status reports regarding the progress of testing process.
- Tracked sprint backlogs and sprint goals to ensure project is on track and identify issues and work on resolution from the team/project manager.

EDUCATION

Master of Science in Computer Information Systems, Bellevue University, 2011
Bachelors of Science in Accounting, Strayer University, 2007

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BACKGROUND

With more than five years of experience as a functional expert implementing Enterprise Resource Planning (ERP) software, Mr. Business Analyst has a wide range of implementation experience that includes three full life cycle implementations of CGI Advantage. Mr. Business Analyst has proven abilities in requirements gathering, documenting processes, configuration management, leading new business areas, testing, training and knowledge transfer, developing functional specifications, and managing large agency implementations.

CGI EXPERIENCE

Advantage ERP Implementation, State of Michigan – (01/2017 to Present)

The Statewide Integrated Governmental Management Application (SIGMA) implementation is a major initiative for the State of Michigan, focused on the replacement of the State's current enterprise wide financial systems. The goal of project SIGMA is to provide more functionality than the current systems and improve the way Michigan performs all financial activities. During his time on project SIGMA, Mr. Business Analyst has successfully supported the Michigan Department of Health and Human Services (MDHHS) through agency implementation, user acceptance testing, and post-implementation stabilization. MDHHS is the largest agency in the State of Michigan with over 15,000 employees. Mr. Business Analyst's contributions on project SIGMA include:

- Provided support as a subject matter expert on all functional areas.
- Assisted MDHHS in the development of the agency implementation schedule.
- Managed agency implementation tasks through completion.
- Escalated issues to project governance prior to impacting the project schedule.
- Conducted business process mapping sessions to document current processes.
- Collaborated with agency stakeholders to develop efficient to-be process.
- Supported MDHHS to develop and execute over 700 test cases.
- Prioritized and documented testing issues.
- Managed re-testing effort of issues through resolution.
- Facilitated training sessions as a system expert.
- Reviewed report designs and provided analysis.
- Analyzed conversion and interface issues to provide resolution.
- Provided support during SIGMA cutover.
- Delivered system demonstrations to local offices in preparation for go-live.
- Identified areas of need and drafted job aids.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Public Sector ERP

TECHNICAL SPECIALIZATIONS

- CGI Advantage suite
- SQL

FUNCTIONAL SPECIALIZATIONS

- Accounts Receivable
- Fixed Assets
- General Accounting
- Budgets
- Cost Accounting
- Procurement
- Testing
- Agency Implementation

Business Analyst - Sample



- Post-production support including tracking of day 2 work items.

Advantage ERP Implementation, State of Alabama – (01/2014 to 01/2017)

The main initiative for the State of Alabama ERP project was to implement a single software solution to modernize the State's accounting, procurement, personnel, payroll, budget, and reporting functions across all state agencies. This modern system has increased transparency and automation, while requiring no customization. As the project lead for the accounts receivable and fixed asset functional areas, Mr. Business Analyst's accomplishments include:

- Documented all business requirements for areas of responsibility.
- Conducted design sessions to demonstrate system functionality.
- Collaborated with key stakeholders to determine efficient to-be processes.
- Drafted and delivered key project documentation on or ahead of project schedule.
- Developed and executed integrated system test scripts for areas of responsibility.
- Managed the configuration of the State's "Gold" environment.
- Assumed the role of agency implementation lead and managed the agency implementation tasks for the five largest agencies in Alabama.
- Supported the State during user acceptance testing.
- Documented issues and tracked through resolution.
- Held agency manager presentations to demonstrate system capabilities during agency implementation.
- Assisted the State Treasurer's Office develop a cash management and reconciliation strategy.
- Provided functional support for conversion, interface, and reports development.
- Performed knowledge transfer sessions with the State training team prior to end-user training.
- Facilitated end-user training courses as a subject matter expert.
- Provided post-implementation support throughout the stabilization period.
- Successfully completed all project milestones on time and on budget.

Advantage ERP Implementation, Alabama Medicaid Agency– (01/2013 to 01/2014)

The objective of the Alabama Medicaid Agency ERP project was to implement a modern system and efficient processes that are compliant with both GASB and State Examiner's standards. The notable success of the Alabama Medicaid Agency implementation provided the State the reassurance needed to embark on a statewide financial system upgrade. As the project lead for the accounts receivable and vendor management functional areas, Mr. Business Analyst's accomplishments include:

- Accurately documented all business requirements for areas of responsibility.
- Provided key client stakeholders with demonstrations of Advantage functionality.
- Conducted design sessions to implement efficient processes based on industry best practices.
- Drafted key project deliverables allowing the project to remain on-schedule throughout.
- Developed and successfully executed integrated system test scripts.
- Supported the Agency through the successful completion of user acceptance testing.
- Facilitated end-user training as a subject matter expert.
- Successfully completed all project milestones on time and on budget.



Business Analyst - Sample



EDUCATION

BBA, Management Information Systems, University of Georgia, Athens, GA.

TRAINING AND CERTIFICATIONS

- CGI Advantage Training - Financial and HRM
- Cost Accounting Training

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BACKGROUND

Technical Analyst has two decades of IT infrastructure experience, mostly with Windows servers and Cisco firewalls. He has supported the IT infrastructure of organizations as diverse as city government, financial services and software development as well as being the sole IT resource for smaller companies. Technical Analyst has been the project lead for major infrastructure rollouts as well as performing standard infrastructure maintenance and troubleshooting on windows servers and the network on which they reside.

CGI EXPERIENCE

PROJECT, SIROMS- dates (03/15 to present)

Senior consultant on SIROMS project. Monitor and maintain windows infrastructure integrity and security for 50 virtual servers. Third level desktop support. Administrator of AMS test domain that includes hardware, VMWare and 3Par SAN administration. Jira administrator for entire CGI practice in New Jersey.

OTHER EXPERIENCE

City of Fort Collins, (03/13 to 03/15)

Senior Windows Admin in charge of Windows infrastructure, DNS and DHCP, Exchange, CommVault backups. Co-managed F-5 load balancer, anti-virus infrastructure and VMWare 5.5 server infrastructure.

InterSystems, (02/2008 to 03/13)

Senior Windows admin. Co-managed windows infrastructure of DNS, DHCP, AD and group policy. Managed Exchange and anti-virus infrastructure as well as doing third level support.

Liberty Mutual, (07/2006 to 2/2008)

Senior Windows Admin in charge of Windows infrastructure, DNS and DHCP, and Exchange. Managed VMWare Lab.

The Jackson Laboratory, (01/05 to 07/06)

Senior Windows admin. Managed windows infrastructure of DNS, DHCP, AD, group policy and anti-virus. Managed Citrix farm for 200 users. Implemented unified backup infrastructure for servers, Mac and Windows clients.

Gradient Corp, (10/02 to 12/04)

IT manager and sole IT resource for bi-coastal environmental consulting company.

Managed Citrix implementation, Windows environment and network infrastructure.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- City Government
- Financial Services
- Software Development

TECHNICAL SPECIALIZATIONS

- Windows Servers and Infrastructure
- Cisco Firewalls
- Security
- ITIL

Authoria, (04/01 to 11/01)

Senior Windows admin. Managed windows infrastructure of DNS, DHCP, AD and group policy. Managed Exchange and anti-virus infrastructure as well as doing third level support and actively mentoring younger staff.

Predictive Networks, (7/00 to 03/01)

Senior Windows admin. Managed windows infrastructure and all desktop support

Kenan Systems, (06/97 to 07/00)

IT manager for software development company. In charge of Exchange infrastructure for company. Managed staff of 15 IT professionals.

EDUCATION

B. Sc, MIT, Polymer Chemistry, 1986

B. Arts, Ambassador College, Theology, 1993

MBA, WPI, Business admin (Partial completed), Last attended 1989

TRAINING AND CERTIFICATIONS

- MCSE
- CCNA
- CISSP
- CCA
- MCSA
- CommVault CA
- ITIL foundations



Programmer Analyst - Sample



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BACKGROUND

With over sixteen years of experience in the Information Technology industry, Programmer Analyst has a wide range of experience with requirement analysis, system design, development, documentation, testing, implementation, and post implementation of business technology solutions.

CGI EXPERIENCE

Sandy Integrated Recovery Operations and Management System (SIROMS), New Jersey Department of Community Affairs (3/2014 – Present)

SIROMS is a fully functional turnkey IT solution that allows The State of New Jersey to quickly deploy its Community Development Block Grant–Disaster Recovery (CDBG-DR) Programs to assist State residents impacted by Superstorm Sandy. SIROMS provides DCA and its partners a shared technology infrastructure, software, IT, financial and CDBG-DR services expertise to support the State in its disaster recovery operations. Additionally CGI supports systems that provide management and oversight capability, while supporting the State's compliance with State and Federal Regulations.

As the Senior Developer for SIROMS Integration, Programmer Analyst created and maintained SIROMS interfaces responsible for exchanging data and supporting documents with other IT systems, government agencies, contractors, and financial institutions involved in the grant disbursement process to affected residents.

Jail Management System, New York City Department of Corrections (10/2012 – 02/2014)

The New York City Jail Management System is replacing the Department of Correction's (DOC) current legacy application. It will serve the function of admitting, housing, moving, tracking and discharging inmates under the supervision of the NYC Department of Correction. Pegasystems ("Pega") BPM solution, PRPC, is being used to develop the new application in order to expedite the application development cycle and to more closely align with desired DOC business processes.

As the Development Lead for JMS interfaces, Programmer Analyst:

- Wrote the technical implementation strategy for the JMS interfaces which focused on leveraging the out-of-the-box batch and integration capabilities of PRPC and the IBM DataStage ETL tool as much as possible.
- Estimated LOEs for the interface related activities and maintained the interface related tasks of the overall project plan.

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Information Technology
- Financial Services Industries
- State and Local Government
- Federal Health Care
- Health Insurance
- Corrections

TECHNICAL SPECIALIZATIONS

- Apache Camel
- Pega PRPC 6.3
- Hibernate
- HTML
- J2EE, Java, JavaScript, JDBC, JSP, Servlets
- SQL, PL/SQL
- XML
- Web Services
- Oracle 11g, SQL Server 2008 R2
- Business Objects 3.1 SDK
- Eclipse IDE
- Windows 2000/XP/7
- Linux (Red Hat)
- Apache/Tomcat
- JBoss

Programmer Analyst - Sample



- Wrote the overall architecture, high-availability and data backup sections of the JMS System Architecture Design document and coordinated efforts with other technical leads to complete the remaining sections of this deliverable.
- Presented to client's CIO the Pega-based JMS prototype application and the Pega methodology from a technical perspective in order to achieve client buy-in with the JMS development approach.
- Developed prototypes/POCs (proof -of-concept) of the JMS interface management module and JMS interfaces using the Pega IDE and its out-of-the-box batch and integration features

CACS-G Extensions - North Carolina Department of Revenue (NCDOR) – (05/2011 to 09/2012)

CACS-G is CGI software used by state and local government agencies for the purpose of taxpayer debt collection.

As a senior technical analyst, Programmer Analyst:

- Became familiarized with the CACS-G software and its architecture
- Worked closely with business analysts in the team to develop customizations to the baseline software in order to meet specific client requirements. Such customization also involved the creation of a portable version of the software that NCDOR field agents can use in their activities outside the office.
- Created/Modified several modules of the portable version of CACS-G using Java, JSP, JavaScript HTML and Enterprise Java Beans (J2EE)
- Created a SOAP based Web Service responsible for synchronizing data between CACS-G and its portable version.

FMS3 Budget Modernization, General Fund - City Of New York – (01/2011 to 05/2011)

FMS3 Budget Modernization is the budget software application that CGI has proposed to replace New York City's existing, mainframe-based budget application.

As a senior technical analyst, Programmer Analyst worked closely with business analysts in the team to develop working prototypes of the proposed software solution. These prototypes will be used in the upcoming presentations/demos to the client.

Citywide (CWA) Query & Reporting, FISA - City Of New York – (06/09 To 12/2010)

CWA is the financial management application of the City Of New York based on the Advantage software provided by CGI. This project focused on the query and reporting aspect of this application.

As a senior technical analyst, Programmer Analyst:

- Created a number of custom applications that verified the integrity of the CWA ETL cycle by cross-checking online database data against their reporting database counterparts. These applications were used by ETL developers to identify and resolve application defects in a timely manner. At least one of these applications has been added to the Advantage software baseline functionality.
- Created/enhanced Advantage batch jobs responsible for automatically scheduling nightly reports and related functions. One of the enhancements involved automating the assignment of common prompt values to BOXI reports.
- Converted a portion of the batch processes to Java, reducing the runtime of the modified processes from 7 hours to approximately 40 minutes.
- Created knowledge transfer documents and performed formal training sessions for the client application support team.
- Assisted in the conversion of DESKI to WEBI Business Objects reports.



Programmer Analyst - Sample



VENDEX Batch Job Administration, Mayor's Office for Contract Services (FMS/3) – (05/2007 To 05/2009)

VENDEX is the application used by the City of New York Mayor's office to gather information about vendors that have contracts with the New York City local government. Such information includes any possible sanctions and cautions that have been issued against these vendors. This project focused on business processes that take place in a batch format during the off-business hours.

As a batch job administration team lead, Programmer Analyst:

- Created and provided post-implementation support of the VENDEX Batch Nightly Cycle which encompassed the execution of VENDEX Application, Interface, ETL, and environment maintenance batch jobs.
- Coordinated activities with a number of CGI and client teams (interface, reporting, database, middleware, infrastructure, and technical support) in order to consolidate all their jobs into one flow that would be executed automatically every night.
- Ensured that activities of team members and their deliverables conformed to project, client and CGI established standards.
- Developed mainframe and Korn shell UNIX scripts that executed all programs required for the VENDEX nightly cycle.
- Established test plans and schedules for the scripts developed.
- Created supporting documentation (troubleshooting guides, technical documents and design documents).
- Supported the testing activities (system, user acceptance, production readiness) of the VENDEX CGI and client business teams.
- Created knowledge transfer documents and performed formal training sessions for the client application support team.

Interfund Agreement (IFA) Charge Allocation System, NYC Office of Management and Budget (OMB) – (05/2006 to 04/2007)

IFA is a City of New York application based on CGI Advantage software for Human Resources. It is used to allocate hours worked by city employees to the correct fund(s).

As a senior technical analyst Programmer Analyst designed and developed a number of the modules of the IFA application using the Versata framework and Java

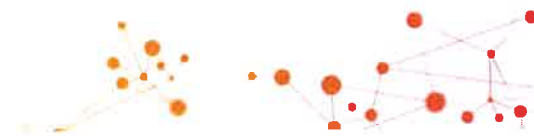
National Plan and Provider Enumeration System (NPPES), Centers for Medicare & Medicaid Services (CMS) – Office of Financial Management – (10/2002 to 04/2006)

NPPES is an application used by CMS to assign unique identifiers to all health care providers in the country in order to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA).

As a senior business analyst and senior technical analyst, Programmer Analyst:

- Designed the security architecture of NPPES at the application infrastructure level (COM+) in order to minimize the possibility of unauthorized access to the application's middle tier.
- Developed in Visual Basic the application security configuration module of NPPES which was responsible for controlling access and data modification privileges of NPPES users.
- Designed and developed a standard interface through which NPPES could communicate with other client (CMS) systems.
- Developed the entire data access logic using PL/SQL stored procedures when NPPES architecture was converted from COM+ (Windows) to J2EE (Sun Solaris).

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Programmer Analyst - Sample



- As the sole SME of the project, participated in numerous meetings with the client and other CMS contractors to define additional business requirements, design considerations, and hardware sizing estimates for the J2EE based NPPES application.
- Managed the production support efforts which involved working with the client and the NPPES support team to address production issues and coordinating the scheduling and delivery of maintenance releases and other application support related activities.

Information Bus (IBus), CIGNA Corporation — (10/2000 to 07/2001)

IBus was an enterprise application integration project at CIGNA Healthcare. The goal of the project was to provide the client with a set of consistent data movement services that enable disparate processing systems and platforms to communicate with each other. The data movement services include near real-time replication and real time movement of data via IBM's Message Queuing product and batch file movement via CONNECT:Direct.

As a member of the infrastructure testing team:

- Tested a subset of the data movement services.
- Created applications (Java and VB6) supporting testing efforts and executed test scripts.
- Created a Java application that extracted statistical information such as record volume and average execution time, from the services' production logs. This information was used to determine actual production volumes and the performance of the data movement services under load conditions.

Provider Enrollment, Chain, and Ownership System (PECOS), Centers for Medicare & Medicaid Services (CMS) - Office of Financial Management – (03/1999 to 09/2000, 08/2001 to 09/2002)

PECOS supports the Medicare provider and supplier enrollment process by capturing provider/supplier information from the CMS-855 family of forms. The system manages, tracks, and validates enrollment data collected in both paper form and electronically via the Internet.

As a technical analyst:

- Created design, test, and training documents for the end users.
- Developed a portion of the presentation and middle-tiers of the application.
- Developed a test application and created a white paper that documented the performance difference between the Microsoft Transaction Server (Windows NT) and COM+ (Windows 2000) architectures in relation to the PECOS application.
- Trained new team members (business analysts and developers) on the business rules governing the PECOS application.

Various Projects, Prudential Healthcare - (07/1998 to 02/1999)

TPA System Stabilization

TPA was a core managed care administration system used by PHC Small Business Operations.

As a junior technical analyst:

- Worked on a team to stabilize the system
- Worked closely with the client support staff to document operational processes and identify troubleshooting procedures.
- Designed, developed and successfully transitioned to client an Issue Tracking Database and a Document Tracking Database in MS Access. These databases were used by Prudential to track system stability and system documentation, respectively.



Programmer Analyst - Sample



SBO Process Improvements

As a junior technical analyst:

- Assisted with the automation of the Small Business suspense process by creating an MS Excel macro using Visual Basic for Applications (VBA). The process involved the retrieval of 35 files and their conversion to a Microsoft Excel format. A comparison report was created to compare changes in the current files with the prior month files. This 1 hour process formerly took 128 man-hours to complete.

General Ledger – User Acceptance Testing

As a junior technical analyst:

- Developed user acceptance testing scripts for a new general ledger system. The scripts tested numerous scenarios to ensure data integrity from the old system to the new system and were developed in MS Excel 5.0 for Windows 95.
- Created reference documents for other testers that projected the expected results of the simulation tests.

EDUCATION

B.S., University of Pennsylvania, Management and Computer Science Engineering, 1998

TRAINING AND CERTIFICATIONS

- Pega PRPC Fast Track & Bootcamp Courses
- Health Insurance Association of America (HIAAA) Professional

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**APPENDIX C
INITIAL ACTION PLANS**

**This Appendix provides the Initial Action Plans associated with the PSA.
Each Action plan has been embedded for review/ execution. Double-Click on each document
below to open in Word Format for review.**



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**CGI TECHNOLOGIES AND SOLUTIONS INC.
ACTION PLAN No. 1**

This Action Plan Number 1 (“Action Plan”) is issued pursuant to the Professional Services Agreement for Data Management Services after Hurricanes Irma and Maria dated as of June 7, 2018 (the “Agreement”) between the Central Recovery and Reconstruction Office (“CRRO”), and CGI Technologies and Solutions Inc. (“Provider”).

1. Effective Date of this Work Order.

This Action Plan is effective as of June 7, 2018.

2. Services to be Performed.

Under this Action Plan Provider will execute the professional services (“Services”) required by the CRRO to design, test, implement, and maintain a comprehensive Data Management system for Disaster Recovery Federal Granting Programs, a Transparency Reporting Website Portal, and associated data management services as directed by the CRRO. This Action Plan describes the scope of services which Provider included in the response to the CRRO’s Request for Proposals (“RFP”) attached to the Agreement as Appendix B, excluding the technical hosting infrastructure which will be described in Action Plan No. 2 (“Action Plan 2”). Provider’s effort to provide the Services under this Action Plan is referred to in this Action Plan as the “Project.” Provider and the CRRO agree to enter into additional Action Plans should Provider and the CRRO come to an agreement that additional services will be required to fulfill additional scope not included in Provider’s response to the RFP.

The software to be leveraged in connection with the Services provided by Provider under this Action Plan is Disaster Recovery software including the SIROMS solution, which is to be separately transferred to CRRO by the State of New Jersey, and customized for CRRO by Provider, along with other custom development as needed is referred to herein as “CGI-DRS.”

Provider will provide the Services under this Action Plan on a time and materials basis to implement a workflow based Grant Management module for a Housing & Urban Development – Community Development Block Grant—Disaster Recovery (HUD CDBG-DR) Housing Recovery Program (“Program”) along with the additional CGI-DRS modules attached as Exhibit A, with a phased approach. These modules collectively support the financial management, grant application management, reporting, and support services for the Program.

Provider will be using an agile methodology for delivering the Services enabling rapid software deployment while developing systems and associated reporting with a foundation for change. Provider or CRRO will identify services needed through the use of change requests. The System Change Request Tool, included in scope, will support the issuance, approval, and tracking of the system and reporting related change requests.

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The attached Exhibit B provides the process and description of the tool usage. The System Change Request Tool will identify the requirements and services needed to deliver the functionality required within the Modules included in-scope for the Program.


The attached Exhibit C provides a representative, but not exhaustive, list of the types of Services that Provider currently anticipates undertaking at the direction of the CRRO in support of the design, testing, implementation, and maintenance of the systems required to provide holistic management of the data created throughout the day-to-day management and operation of the Program in response to hurricanes Irma and Maria.

3. Deliverables.

The System Change Request Tool will be used to identify and support the tracking of Deliverables with associated due dates, scope, acceptance criteria, assumptions, and other specific expectations, requested by CRRO during the Project in writing, including through email communications. Written Deliverables and Software Deliverables will be subject to Acceptance Testing when applicable. The Services include Provider's support for Deliverable testing and resulting defect or issue resolution activities.

The list of deliverables in Exhibit D is a representative but not exhaustive list of the deliverables that may be provided through Services delivered subject to this Action Plan.

4. Compensation

- A. Method: Provider will invoice the CRRO, and CRRO will compensate Provider, for all Services on a time and materials basis at the hourly rate card, Exhibit E, not-to-exceed \$23,614,554.00 for Services under this Action Plan and is subject to Section 4.2 Services Fees under the Agreement. Provider and CRRO will work together to develop a method for monitoring and managing Provider's expenditure of Services hours as against the remaining balance of funding available under this Action Plan and to prioritize tasks and Deliverables by mutual agreement in view of the funding balance. In no event will Provider be required to continue to provide the Services after the not-to-exceed funding balance is depleted. Provider will provide a Resource list of member names, Rate Categories and hourly rate to be attached to each invoice. Provider Resources may from time to time change Rate Categories depending upon the Services performed.
- B. Invoices. Invoices for services will be submitted in accordance with Section 4.2 Services Fees in the Agreement. Monthly invoices will be provided to the CRRO specifying the hours worked for the month along with expenses incurred. Invoices for Expenses will be provided per terms in Paragraph C, Reimbursable Expense below.
- C. Reimbursable Expense. Reimbursable Expenses will be submitted, approved, and reimbursed in accordance with Section 4.6 (Travel and Out of Pocket Expenses) of the Agreement.
- 



- D. Payment Terms. The CRRO will pay in accordance with Section 4.2 Service Fees in the Agreement.
- E. Taxes. Invoices will be submitted with appropriate tax grouping to CRRO. Expenses will be submitted under a separate invoice and are not subject to the special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract, required by Act No. 48-2013, as amended. Likewise Services tax liability will be identified with regard to hours in Puerto Rico versus services delivered outside of Puerto Rico.

5. Action Plan Managers.

The Action Plan Managers are:

CGI Technologies and Solutions Inc. (Provider)	CRRO
Darla Bassetti	Omar Marrero

6. Other Resources and Responsibilities of CRRO and Provider.

- A. Provider will have a 4-FTE Applications Help Desk with bilingual capabilities staffed Monday through Friday between the hours of 8am to 5pm AST. This Help Desk will perform password resets, address reported incidents or issues, answer end-user questions about system functionality, and escalate to other Provider functional or technical teams for more complex incident resolution. CRRO will provide access to the resources, materials, tools and environments requested by Provider in support of the execution of Services herein.
- B. CRRO and Provider will assign their own respective dedicated project managers that will be responsible for executing the mutually established schedule and resolving issues in a timely manner.
- C. CRRO and Provider project managers will ensure adequate and timely participation of their respective Personnel and departments as necessary to facilitate the timely progression of the Services.
- D. CRRO will identify and supply Provider with access to CRRO Personnel or their delegates, empowered to provide reviews and approvals on behalf of CRRO on a timely basis; likewise, Provider will identify and provide sufficient Provider Personnel to provide the Services in a timely manner.
- E. CRRO will provide training to Supplier resources for tools mandated by CRRO to be used to support the delivery of Services.
- F. Provider will retain the Infrastructure Hosting Services, outlined in Action Plan 2 during the term of this Action Plan.
- G. Workspace will be provided by CRRO for Provider resources located in Puerto Rico.

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- H. CRRO will provide all network and communications infrastructure needed to access the hosted location.
- I. Hourly rates provided are subject to an annual cost of living increase based upon a mutually agreed price index.
- J. All business meetings and documentation will be conducted in English unless otherwise mutually agreed upon. Provider understands the need for bilingual support and have it included in our solution, but the majority of the team will be comprised of English-only speakers.
- K. CRRO will provide all end-user devices needed to access the system and is responsible for associated support.

7. Assumptions.

- A. Implementation includes integration of up to 5 legacy electronic data sources.
- B. Agreed upon implementation schedules assume no unexpected events occur outside of Provider's control. If these occur, Provider and CRRO will work to refine the project plan and estimated hours.
- C. Any required third-party software licenses and associated annual maintenance fees are not included in Provider's price and will be provided by the CRRO.
- D. Staffing adjustments may be needed depending on final requirements.
- E. Provider's obligation and commitment to perform services assumes timely payment of all invoices.
- F. Provider assumes a subset of the CGI-DRS solution will support bi-lingual capability.

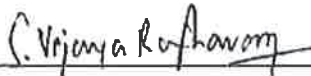
8. Other Provisions.

N/A

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

Central Recovery and Reconstruction
Office of Puerto Rico (CRRO)

By: 

By: 

Name: Vijaya R. Srinivasan
Title: Senior Vice President
Date: June 7, 2018

Name: Omar J. Marrero, Esq.
Title: Executive Director
Date: June 7, 2018

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Exhibit A
CGI-DRS Modules In-Scope

1. **Financial Management Modules** are those modules within the CGI-DRS that support workflow and financial tracking. Modules in scope are:
 - a. **Program/activity allocation, activation, and performance measures management** – This CGI-DRS module provides workflow-driven management of program/activity budgets and their associated performance measures, for one to many funding sources simultaneously. Approved transactions update all of the financial validations throughout the CGI-DRS, providing strict financial management, while also maintaining an audit trail for each budgetary transaction.
 - b. **Funds requests (Grant Disbursements)** – Preconfigured to align with HUD CDBG-DR and Federal funding management and reporting structures, the Funds Request module provides the functionality necessary to encumber funds, perform necessary reviews of supporting documentation, obtain and record multiple levels of approvals, and integrate with external systems in order to facilitate grant award disbursements as quickly as possible.
 - c. **Accounts Receivables / Cash Receipts (AR/CR)** –The AR and CR modules allow the project to track outstanding ARs, record CRs, and return the funding back into appropriate activities to ensure it is available to the program for redistribution.
 - d. **Program Income** – Understanding the nuances of CDBG-DR programs that generate income, such as interest earned on loans made, the CGI-DRS provides the functionality to receipt Program Income funds and ensure they are redistributed as per HUD regulations.
 - e. **Financial Forecasting** – The Forecast module allows the CRRO to standardize, streamline, and manage the financial forecasting process for each recovery program in order to provide the primary grantee the necessary visibility into program progress and funding burn rate required to properly manage the overall distribution of funds and accurately communicate funding needs to HUD.
 - f. **Contractor Invoice Management** –The Contractor Invoice Management module provides a variety of functions including contract management and encumbrance, defining tasks and tracking their completion, invoicing, and managing accounts payable.
2. **Grant Application Management modules** provide a one-stop-shop for all detail and data pertaining to an application for a grant program. Modules In-Scope include:
 - a. **Housing Rebuilding Program (HRP)** – The module provides a one-stop-shop for all detail and data pertaining to an application for a grant program. Designed to manage the application data, property damage estimates, progress of construction/inspections, grant award calculators and disbursements, interactions with applicants, program workflow, and all pertinent supporting documentation.
 - b. **External Facing Application Intake for HRP** - Making recovery program information and applications available to as many storm victims as possible is a top



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priority for any DR effort in its initial stages. Understanding this need, Provider will design and develop webpages that are easily adaptable to program application requirements for data collection, provides a centralized location for storing program information on eligibility and requirements, is able to display content in multiple languages, allows program applicants to create user accounts to securely store and access their application data and complete their application over time, and integrates directly with the grant management solution.

- c. **Appointments Tracking for HRP** - Working with an applicant through the entire program workflow requires numerous in-person meetings between the applicant and program staff. The CGI-DRS Appointments Tracking module integrates directly with the grant management module to record the scheduling and completion of every meeting.
 - d. **Application Status Tracking for HRP** – The CGI-DRS offers an innovative, externally facing, Application Status Tracking website which provides applicants with additional transparency and secure access to view the current status of their application while also providing a means for digital interaction with applicants in need of submitting additional information or documentation to the program.
3. **Reporting (Federal Reporting and Compliance)** provides the compilation of data across the Data Warehouse to deliver reports for HUD reporting, Business Intelligence, and Ad-hoc Data Warehouse reports. Modules In-Scope include:
- a. **HUD Quarterly Progress Reporting** – The primary and most critical federal reporting requirement of HUD. CDBG-DR grantees is the Quarterly Progress Report (QPR), as there is the potential of funding being recalled by HUD for improper or incomplete reporting. The CGI-DRS assists grantees with completing the QPR by compiling the expended and drawn-down funding amounts attributed to each active program activity, recording the progress narrative, and detailing the progress of a program towards its performance measures, while mimicking the data entry from HUD’s Disaster Recovery Grant Reporting (DRGR) system. This information is exported as a data extract which is capable of being directly uploaded into DRGR.
 - b. **Other Federal Reporting Requirements (FFATA, Section 3, MWBE)** – Similar to the QPR, there are various other federal reporting requirements of federal DR funding grantees and their sub-grantees. These modules within the CGI-DRS are designed to collect the data necessary to report on, review, and approve for submission to HUD.
 - c. **Technical Assistance & Monitoring (TAM)** – Throughout a recovery program’s lifecycle, a grantee can expect to receive TAM from HUD, and is also required to provide TAM to their sub-grantees. The CGI-DRS TAM module provides a simple UI for recording the particulars of TAM occurrences and provides a structured report output to facilitate the reporting of these instances to HUD.
 - d. **Data Warehouse (DW):** The CGI-DRS has a comprehensive DW to support the reporting, transparency, monitoring, and compliance objectives which will provide the CRRO with head start on the task of organizing its backlog of data generated

since the hurricanes. Fully aware of the challenges presented by the need to consolidate disparate, unstructured data sources, while simultaneously serving applicants in need and fulfilling federal reporting requirements, Provider will use the combination of multiple tools and Provider's Integration Engine to build and support the DW.

- e. **Business Intelligence Reporting**: Provider understands how critical timely, accurate, and actionable reporting is to the management of any DR program, while also understanding the key role which reporting plays in providing public transparency on the disbursement of recovery funding. Provider will use tools to deliver data visualization, standard, and ad-hoc reporting for business intelligence.
4. **Support Services modules**: include functions that support the oversight, monitoring, and overall execution of the CRRO's Federal Granting program in addition to the financial and grant management modules.
- a. **Constituent Services Tracking** – HUD guidelines require the recording of requests for information about HUD funded recovery efforts made to the grantee, even those not tied to specific grant applications or programs. To support this requirement, the CGI-DRS will use a Constituent Services (CS) Tracking module designed for Call Center staff to capture and manage communications with the public.
 - b. **CGI-DRS Integration Engine**: Provider will use the CGI-DRS Integration Engine to construct and implement interfaces and integration across disparate systems. The framework provides the flexibility necessary to implement and manage interfaces with disparate data sources, such as systems which may be currently in use in Puerto Rico to manage the relief efforts.
 - c. **Geospatial (GIS) Integration**: Provider has deep knowledge and experience in developing and maintaining websites which leverage GIS data to provide geospatial visualization and recovery efforts to provide the requisite transparency to meet the needs of the CRRO and the citizens of Puerto Rico.
 - d. **Collaboration**: Provider understands the importance of maintaining up-to-date project/program policy and procedures documentation while making these documents easily available to various stakeholders. Provider will use a collaboration tool to support the communication and coordination needs of the CRRO. In addition to leveraging a document library, the CGI-DRS also contains a custom Policy Change Request tool that delivers workflow-based policy development, editing, approvals, and acknowledgments for pertinent stakeholders.
 - e. **Document Management and Retention**: Provider will use the OpenText Content Server as the document management and record retention solution.
 - f. **Help Desk**: Provider will use a tool to manage the service/help desk and ticketing process for the DRDMS project. The tool will support our ITIL-compliant incident and problem management processes.
 - g. **System Change Request Tool**– Disaster Recovery projects, by their nature, require flexibility in order to best meet the needs of the impacted citizens they serve. The System Change Request Tool was designed to provide stakeholders a simple and

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consistent means to submit requests for new or modified system functionality, for management to evaluate requests, and for approved requests to be tracked through the SDLC to completion – building IT governance directly into the solution.

- h. **Hosting, On-Premises in Puerto Rico/ Disaster Recovery Cloud Azure:** The specifics on Hosting are provided under Action Plan 2 within the Agreement. However, the modules and Services identified within this Action Plan are dependent upon the alignment of Hosting between CRRO and the Provider. As the backbone of the CGI-DRS, Provider will retain a fully managed software infrastructure platform based locally in Puerto Rico. The Data Center currently meets Federal and Puerto Rican regulatory requirements for sensitive data collected through the management and execution of disaster recovery programs. Furthermore the center provides availability and scalability required to accommodate the needs of the CGI-DRS project. Provider will also provide a Microsoft Azure Cloud hosting for the solution's Disaster Recovery environment.



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Exhibit C Provider Services

1. Application Software and Reporting Design.

The Business Functional Requirement Document (BFRD) may address components including, but not limited to:

- Business objective
- Business process analysis
- Detailed requirements
- Screen mock-ups
- Design specifications
- Current and proposed process flows
- User role definition
- Field level mapping
- User testing
- Reporting specifications
- Reference documents

During BFRD development, the business analyst will socialize the change with the cross-functional teams including development, reporting, database, interface, and quality control. Feedback from the subject matter experts on these teams will be incorporated into the requirements, where applicable.

A draft BFRD will be reviewed with the CRRO and updated as needed until the content is finalized. Once completed, the CRRO will be required to approve the BFRD before development work begins. Finalized BFRDs will be posted to the appropriate CGI-DRS change request folder.

The detailed requirements in the approved BFRD will be used by the development team as the basis for system and/or reporting development. Any necessary clarifications or modifications to requirements will be provided to the development team by the Business Analyst and may require CRRO feedback. Any subsequent changes to the BFRD after CRRO approval will be documented and a revised version of the BFRD will be posted to the CGI-DRS Change Request folder.

2. Application Software and Reporting Development

Provider will use proven technologies, such as Business Process Management (BPM), and Microsoft .NET, to meet the fast moving and scalable needs of a Disaster Recovery program. The technologies will provide workflow-driven management of the business processes of the disaster recovery program or administrative function, with clear visibility into the progress, status, and task ownership for any given record. Provider technology will also facilitate rapid system design and development; allowing reusability of specific



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modules as well as leveraging modules as building blocks to expand additional financial and grant management solutions as needed.

Provider will leverage the following BPM capabilities for the CRRO:

- Process management engine designed to drive the progression of work in structured or unstructured processes or cases; The BPM platform in the CGI-DRS has a comprehensive rules engine that allows implementation of workflows with dynamic roles and conditional action to allow the end user to determine the path of the process.
- Graphical model-based environment for designing processes and supporting activities; Team CGI has implemented the integration of standalone components with functionality to create user-friendly interfaces and flexible user designs.
- Capabilities to manage business rules to ensure regulatory and program compliance
- Integration document management capabilities to store files such as PDF documents and images in compliance with the record retention requirements of the Agreement.
- Ability to link processes to the resources they control such as proposals, grant activities, grantees and fund disbursements; Data captured through form interaction are stored in the repository along with the relevant system generated information about the process such as status, current assignment, and event history.
- Internet-based interaction portals that allow staff and grantees to interact with the processes they are involved on; CGI-DRS have customized views (todo and watch lists) to enable users to understand tasks assigned, require action, and monitor for process flow.
- Integration with external application and data sources; CGI-DRS will support multiple integration points with internal sources and external systems.
- Active analytics engine for monitoring performance in areas such as processes, resources, grant activities and fund balances;
- Management and administration, including a management portal for administering users, roles, and deployed processes. These administrative forms allow for the delivery of user supported business rule settings, search interfaces, management of lookup tables, etc.
- Reporting to provide decision support for program stakeholders;
- Exportable data in common formats for ETL processes and advanced analytics

The Provider will use a change control tool to maintain an organized repository of the versions of all application code, integration code, reports, and deployment scripts that are deployed to the CGI-DRS production environment. Before modifying a module for a change the code is locked to prevent other users from making simultaneous modifications to the code. If a hot fix is required on a file that has been lock for development the



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development manager is notified so that they can prioritize the changes, coordinate the modifications, and assess the schedule impact of the changes. Production deployment includes checking the code into production and tagging for future tracking.

3. **Application Software and Reporting Quality Control**

Provider will apply the CGI Management Foundation (CPMF), a process that which outlines the key strategies and processes that define and guide the management of the Provider and the management CRRO relationships. A key component of the CPMF, includes a quality management approach that defines the quality planning, assurance, and control activities necessary to maintain defined quality standards. Provider will leverage this set of quality standards to govern the quality control of the software and reporting deliverables requested by the CRRO.

4. **Software, Change Request Testing**

The Provider will leverage an automated testing tool to establish a base set of testing cases for regression testing and incorporate continuous evolution to increase and strengthen the test bed as part of each Change Request. The primary activities will be the creation, automation and execution of test cases; identifying, tracking and retesting defects; and creating a regression testing suite. Prior to test execution, an environmental readiness check to validate that the required environments are available and properly configured will be conducted.

Defects will be evaluated, assigned a priority and discussed with the designated CRRO SME and program managers prior to the date of deployment. All known critical and high defects are mitigated and resolved prior to the deployment of the software or report deployment into production.

5. **Application Software Maintenance**

The initial build out of the CGI-DRS contains the suite of custom software modules defined in Exhibit A of this Action Plan. The software requires ongoing maintenance, updates, and support to deliver consistent operations. The maintenance required for existing features and functionality covers a large set of tasks. Those ongoing maintenance tasks include, but are not limited to:

- Maintaining and updating documentation on changes to current functionality
- Modifying applications deployed in production to correct faults, to improve performance or other attributes
- Modifying the system to cope with changes in the software environment
- Increasing software maintainability or reliability to prevent problems in the future
- Maintaining and updating user guides
- Maintaining and updating database objects
- Modifying environments to support testing consistency across environments

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- Maintaining and updating software, including scripting and workflow design, with implementation and maintenance of workflow systems for CGI-DRS BPM Applications
- Maintaining and updating client side scripting using for front end forms development
- Modifying stored procedures and writing needed queries for updating CGI-DRS BPM and modules and integration between them where required
- Managing, planning, and scheduling software builds for various applications through test, staging and production environments
- Tracking and controlling changes in Applications,
- Server, Software, Service, and Database patching, Build management

6. User Production Support

Each of the custom modules that comprise the CGI-DRS suite of software applications require varying levels of production support in order to diagnose and troubleshoot issues reported by end users and help ensure that recovery programs supported by the system(s) are able to continue to conduct their day-to-day operations. There are also various recurring tasks which are performed to verify that data from external, asynchronous systems is imported into the system to maintain CGI-DRS as the system of record for the CRRO Recovery projects. The ongoing maintenance tasks related to Production Support include, but are not limited to:

- 1st Level/Tier support provided by the CGI-DRS Help Desk
- 2nd Level/Tier support to diagnose if the request is a defect, user training/configuration issue, or if there is a potential need for a system enhancement.
- 3rd Level/Tier support to provide final diagnosis and resolution path with cross functional teams including business, database, application, network, and infrastructure.
- Examples of reoccurring tasks include, but are not limited to:
 - Handling requests for moving grant applications to and from various points in their respective workflows via database updates and script execution
 - Data migrations from external data sources
 - Imports of financial transactions which do not originate in CGI-DRS
 - Integration for automated transfer of grant payments to Hacienda's (or other) treasury system
 - Modifications to funding classifications via database updates in support of HUD DRGR Reconciliation



- Mass updates to programs or activities budgets as requested by the CRRO finance team
- Mass upload and/or reclassification of attachments/supporting documentation to grant applications
- SharePoint scripts to support uploads of Business Object (BO) Reports and large data extracts

7. Systems Integration Layer

The integration between CGI-DRS and external systems maintained by partner agencies, partner authorities, state and federal oversight agencies, and other vendors to the project are critical to the day-to-day operations of the CRRO Recovery project as a whole.

Maintenance of these integration layers include, but are not limited to, updating of existing integration points, providing new integration as required, and the support of the initial integration points:

8. Database

As the system of record for the CRRO's Recovery programs, the CGI-DRS suite of custom software applications employs a number of distinct databases in order to manage and maintain the vast amount of data created and modified on a daily basis by each of the program stakeholders that interact with the CGI-DRS system. In order to maintain the integrity and availability of the data, continual monitoring, and updating, tuning, and general maintenance of each of the databases must occur on a regular basis. The following list of activities provides examples of the types of tasks undertaken continually by Provider in order to maintain the CGI-DRS databases:

- Change data capture (CDC) process maintenance
- Archiving audit logs
- SQL services maintenance
- Database object level change (DDL) maintenance
- Database backup maintenance
- High Availability & Disaster Recovery Status: Check Database Replication & Database Mirroring Status & Troubleshoot/Document, if there are any Errors in Log.
- SQL Database Index Fragmentation Status: Review an Index Fragmentation Level Report on SQL Databases & perform necessary action (Reorganize/Rebuild).
- SQL Database Index Tuning: Tune SQL Databases & Build necessary Indexes based on workload Data Report.
- Database Data/Log Files Size Status: Shrink Database Data/Log Files to free up Disk Space, if those are larger than necessary.

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- SQL Server Drive Space Status: Validate/Monitor available Free Space on Server Drives to accommodate Databases Data/Log Files, Database Backup Files, Batch Processes, Trace Files, etc.
- Daily Checksum reports to verify the Replication Process
- Daily Historical Data Import
- Daily Support for all Database Updates and Requests
- Database Updates to support Software and Reporting changes
- Server, Software, Service, and Database patching
- Quarterly Updates of Quarterly Progress Reporting (QPR) in Production
- SQL Server Performance Status: Review the Performance Metrics (Buffer Cache Hit Ratio, Page Life Expectancy, I/O and Network Performance, Long Running Queries, Average CPU Utilization, etc.)
- Compress Databases/Files: If databases or Transaction Logs are larger than necessary, then compress Databases/Files to free up Disk Space.
- SQL Server Drive Space Status: Validate there is sufficient storage on server drives to support the databases, backups, batch processes, etc. in the short term.
- Management of data replication processes during deployment activities
- Ad-hoc creation of data extracts to support testing and data reconciliation efforts

9. Program Reporting

The CRRO will be constantly faced with requests for data, and analyses on their data, in order to not only respond to the numerous inquiries from both internal and external entities, but also to make policy and procedural decisions which impact the direction of their recovery programs. In order to provide the program reporting support required to deliver timely responses to data requests, the Provider conducts a significant amount of development and maintenance tasks on a regular basis. These tasks include, but are not limited to:

- Report definition and documentation
 - Reports development
 - Ad-Hoc data extracts
 - Create ad-hoc SQLs
 - Format ad-hoc data extracts for end user consumption
 - Save ad-hoc reports and queries for future reference
 - Modifications to existing reports
 - Analyze issues reported as defects
 - Test/Staging environment set up for development of report



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- Modify database objects (ex. SQLs, stored procedures, ETLs) needed for analysis and reporting
- Modify universes needed to support requirements
- Test and verify report
- Newly identified scheduled reports
 - Analyze report requests
 - Test/staging environment set up for development of report
 - Modify SQLs, stored procedures, ETLs, etc. needed for analysis and reporting
 - Modify universes needed to support requirements
 - Test and verify report
- Reports testing
 - Data setup in testing environment(s)
 - Peer review reports among development team members
 - Review and correct issues found in testing
 - Shakedown of reports while upgrading stack version
- Report deployment
 - Promote objects from test environment(s) to production
 - Set up report on scheduler for both automated email delivery and SharePoint storage
- Support
 - Manage schedules and editing distribution lists
 - Instance clean up and archiving deprecated reports
 - Remove users from distribution lists upon request/termination
 - Add or modify distribution lists for new users
- Periodic Reporting activities
 - Daily/Weekly
 - Regular tabular reports for multiple programs and multiple grants
 - Dashboards
 - Database reports
 - User management reports
 - Constituent services reports to help the team act on tickets that are pending

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- Reconciliation reports between DRGR/Hacienda/CGI-DRS
- Housing reports
- Finance reports
- Federal reports

10. Data Warehouse

A key component in the CGI team's ability to provide timely, accurate, and robust responses to requests for data and data analysis is the CGI-DRS Data Warehouse. Due to the number of distinct systems which comprise the CGI-DRS suite of software applications, and the complex nature of the data contained in their respective databases, the normalization of data within the data warehouse is critical to supporting the project's reporting needs. The following list of components comprises the CGI-DRS Data Warehouse at of the date of this document:

- Process views for programs and financial data
- Combining data for forecasting
- Merging data from external systems - Hacienda, DRGR, GEMS, etc.
- Consolidating and summarizing data for faster report performance
- After the fact updates for award calculators
- Updates required for Software and reporting changes
- Load data needed for interface reporting
- Load reconciliation tables

The following list of activities provides examples of the types of tasks undertaken by the Provider to support maintenance and updates required for the proper operation of the CGI-DRS Data Warehouse:

- Data assurance
 - Confirms that the application database and the data warehouse data are in sync and provides information about data integrity
- ETL health monitoring
 - Verify ETL run times and data integrity to make sure the data is in sync
- Performance monitoring
- Disaster recovery sync
- Obsolete objects cleanup
 - Clean up tables and ETL objects that are no longer in use
- Log management and File backup
 - Archive and clean up log files and data files to help ensure there are no space issues



- Lineage management
 - Confirm that the data from every field of the data warehouse is connected/derived from a field in the application

11. Business Objects administration

Business Objects (BO) is a 3rd party enterprise software application which is implemented to support developing, managing, and distributing reports containing data across the recovery projects in the CGI-DRS. The following list of activities and provides examples of the types of tasks undertaken continually by Provider to properly maintain and administer the Business Objects tool:

- Repo Scan to Correct Orphan files
- Job Server and Adaptive Server memory refresh.
- CMC Backup and cleanup of unused instances
- Load Distribution and APS split
- Server recovery from Failure and core dump analysis
- Server health state monitoring and audit
- Server, Software, Service, and Database patching
- Report distribution monitoring and alerts
- BO Universe Integrity Checks
- Mandatory patch management
- BO Report Query Tuning
- BO Report universe and publication backups
- BO SharePoint reports maintenance
- DR sync and maintenance
- Audit server for license usage associated with Self Service Reporting
- Verify BO security for Self Service Reporting

12. Disaster Recovery

In order to maintain the Disaster Recovery environment for failover, the Provider incorporates maintenance activities as needed, including, but not limited to:

- Disaster Recovery Systems update/Systems Testing
- Disaster Recovery Application Updates/Application Testing
- Disaster Recovery Database Updates/Database Testing
- Perform Annual Disaster Recovery Test
- Document Disaster Recovery Test results
- Perform Corrective measures as part of DR readiness

- Database Failover & Configure to DR Server for Disaster Recovery Testing
- Database Failback & Configure to Production Server after Testing

13. **Business Support**

The CRRO and its partners are responsible for the oversight and execution of numerous distinct programs operating across Puerto Rico. Much of the day-to-day operations for these programs is documented, organized, and managed within the CGI-DRS suite of applications. Meeting the technology needs of a diverse user base of this size requires a significant amount of business support from the Provider to help ensure that the software continues to provide the flexibility required by the CRRO's ever changing business needs and to handle exception cases. The tasks that the Provider undertakes in order to provide Business support to the CRRO and its partners includes, but are not limited to:

- Business Support related to all/many programs:
 - Preparation for and conducting of PMOs/Status Meetings
 - Development and distribution of meeting minutes
 - Client stakeholder communication management at all organizational levels
 - Issue analysis, troubleshooting, escalation and remediation
 - Delivery of ad-hoc training, one-on-one or to small groups. Involves travel to various locations in Puerto Rico at times.
 - Analysis of new, or proposed new/modified, policies and procedures to determine system impacts or potential system impacts
 - Document types/scanning convention maintenance and configuration
 - Monitoring of automated notification mailboxes for bounce backs
 - Mapping the work function(s) to existing user roles, when new employees join the project or change roles, and other user access management
 - Development and confirmation of requirements for minor modifications to sharePoint document libraries
 - Development and confirmation of ad-hoc reporting requirements and delivery of reports
 - Development and distribution of data migration templates, and associated collection, validation, and processing.

14. **Helpdesk**

In order to provide Level/Tier 1 support to the end users of the CGI-DRS modules and applications, the CGI Helpdesk is available from 7AM-6PM AT, five days a week. The CGI-DRS helpdesk receives requests for support per week, via phone calls, emails, and in person from users located on site at the CRRO. Each of these requests are documented, tracked, and resolved within the CGI-DRS Service Desk application. The activities that the Helpdesk staff conducts on a regular basis include, but are not limited to:

- Support:

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- Email support
- Remote support
- Phone support
- On-site support
- Portal support
- Incident management
- User Administration:
 - User activity
 - Security management
 - Password management
 - Basic training
- Communications:
 - System wide communications (user community)
 - Issue escalations
- Service Desk maintenance:
 - Data clean-up
 - Report list clean-up
 - Template review/updates
 - Software review/updates/maintenance
 - Archiving
 - Integrity checks
- Service Desk Report development and distribution:
 - Weekly reports
 - Ad-hoc reports
 - HD canned reports
 - Report management
- Documentation
 - User/security roles list
 - Help Desk Spreadsheet updates/review
 - Help Desk Documents updates/review
 - Help Desk Process documentation updates/review
- Testing support:



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- Regression testing

15. **Project Management**

In order to support and coordinate each of the tasks described above, the Provider team must maintain sufficient Project Management support. These tasks can be internal to the Provider team, in direct support of the Recovery Programs managed by CRRO , and/or in support of requests made of the team by the CRRO or CGI-DRS Project Manager. These project management tasks serve to maintain the communication and feedback loops necessary to maintain the daily operations and forward movement of an IT project of this magnitude and the level of staffing required to continually deliver complex solutions on extremely tight deadlines. The project management tasks undertaken by the CGI team include, but are not limited to:

- Time management support
- Scope management support
- Resource leveling
- Weekly status reporting
- Weekly project plan maintenance
- CRRO/Partner stakeholder PMO meetings
- Risks and issues management and support
- Quality assurance processes and support
- Release/deployment management

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**Exhibit D
Milestone / Deliverable Examples**

As mutually agreed or through change requests pursuant to Section 2 and Exhibit B, CGI will provide the following types of deliverables and milestones on a time and materials basis.

Types of Milestones and Deliverables	Comments
Module(s) Installation	Exhibit A provides a list of modules In-Scope for this Action Plan. Each module installation will be representative of a milestone within the Services.
Status Report(s)	Updates provided to CRRO whether in Email or formal Reports created to provide updates related to the delivery of Services for the Action Plan.
Technology Roadmap	Technology planning and forecasting helps keep CRRO priorities defined early and often. The roadmap document enables senior leadership to manage development and focus efforts where they can have the largest impact.
Performance Management Plan	The Performance Management Plan will detail activities and measurements applicable to each of the service metrics in Exhibit F. The Provider and the CRRO will collaborate to address the tradeoffs between economy and improved performance. Performance management activities to be addressed shall include, benchmarking and performance monitoring.
Governance Guide	The Governance Guide will be developed jointly to align across governance processes between organizations and position regular steering committee meetings, organizational structure, and process for escalation and management to consistent successful delivery across the Program.
Development of Plans	Examples of Plans include: Project Plan, Conversion Plan, Implementation Plan, Testing Plan, and Deployment Plan.
Approach Document(s)	Examples of Approach Documents includes: Conversion Approach, Implementation Approach, Testing Approach, Deployment Approach, Production Rollout Approach, Architecture Approach,

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Types of Milestones and Deliverables	Comments
Design Document(s)	Design Documents include but are not limited to Business / Functional Requirements Design Document, Technical Design, Functional Design, Architectural Design.
Test artifacts	Testing automation documentation, test, strategies, plans, scripts/cases, test data, test results
Training	This includes training of Provider tools like Change Management and Invoice Processing as well as assisting the CRRO's Operational team in the development of User Training materials for the CGI-DRS.

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**Exhibit E
Provider Rate Card**

Rates provided are through June 20, 2019. Thereafter the rates for each year will be increased by the annual consumer price index for all urban consumers as defined and reported for the previous year by the United States Department of Labor, Bureau of Statistics.

Rate Categories	Apr18 - Jun 18	Jul 18 - Jun 19
	2017-18 FY*	2018-19 FY*
Engagement Manager	\$236.00	\$236.00
Project Manager	\$235.00	\$235.00
Deputy Project Manager	\$217.00	\$217.00
Functional Lead	\$169.00	\$169.00
Technical Architect	\$187.00	\$187.00
Project Management Office	\$130.00	\$130.00
Regulatory Subject Matter Expert	\$217.00	\$217.00
Regulatory Subject Matter Expert	\$217.00	\$217.00
Regulatory Subject Matter Expert	\$217.00	\$217.00
Regulatory Subject Matter Expert	\$217.00	\$217.00
Solution Architect	\$190.00	\$190.00
Business Process Lead	\$190.00	\$190.00
Business Process Analyst Sr	\$169.00	\$169.00
Business Process Analyst Int	\$150.00	\$150.00
Business Process Analyst Int	\$150.00	\$150.00
Business Process Analyst Jr	\$140.00	\$140.00
Business Intelligence Lead	\$144.00	\$144.00
Software Engineer Sr	\$169.00	\$169.00
Software Engineer Int	\$135.00	\$135.00
Software Engineer Int	\$135.00	\$135.00
Software Engineer Jr	\$85.00	\$85.00
Database Lead	\$183.00	\$183.00
Software Engineer Sr	\$169.00	\$169.00
Database Administrator Sr	\$140.00	\$140.00
Database Administrator Int	\$106.00	\$106.00
Database Administrator Jr	\$82.00	\$82.00
Test Lead	\$144.00	\$144.00
Test Automation Lead	\$144.00	\$144.00
QA Analyst Sr	\$140.00	\$140.00
QA Analyst Int	\$125.00	\$125.00
QA Analyst Jr	\$116.00	\$116.00
QA Analyst Jr	\$116.00	\$116.00
Business Analyst Sr	\$125.00	\$125.00
Business Analyst Sr	\$125.00	\$125.00
Business Analyst Int	\$111.00	\$111.00



Business Analyst Jr	\$96.00	\$96.00
Business Analyst Jr	\$96.00	\$96.00
Technical Lead	\$183.00	\$183.00
Technical Analyst Sr	\$120.00	\$120.00
Technical Analyst Int	\$72.00	\$72.00
Technical Analyst Jr	\$53.00	\$53.00
Technical Lead	\$183.00	\$183.00
Programmer Analyst Sr	\$120.00	\$120.00
Programmer Analyst Sr	\$120.00	\$120.00
Programmer Analyst Int	\$110.00	\$110.00
Programmer Analyst Int	\$110.00	\$110.00
Programmer Analyst Jr	\$91.00	\$91.00
Help Desk Lead	\$120.00	\$120.00
Help Desk Analyst Sr	\$77.00	\$77.00
Help Desk Analyst Int	\$69.00	\$69.00
Help Desk Analyst Jr	\$65.00	\$65.00
Help Desk Analyst Jr	\$65.00	\$65.00
Help Desk Analyst Jr	\$65.00	\$65.00
Language Specialist Sr	\$87.00	\$87.00
Language Specialist Int	\$72.00	\$72.00
Language Specialist Jr	\$59.00	\$59.00



**Exhibit F
Performance Management Services**

The Provider will benchmark IT performance, prior to Production Deployment. In preparation for Production Deployment, the Provider will work with the CRRO to define, review, and sign-off on a Performance Management plan. This plan will detail the activities and measurements which will be applicable to each of the Performance Metrics outlined below. The Provider and the CRRO will collaborate to address the tradeoffs between economy and improved performance. Performance management activities to be addressed shall include, benchmarking and performance monitoring.

At a minimum the Performance Management Plan shall meet the Service Metrics and Expected Service Levels set forth in this table:

Service Metrics	Expected Performance
<i>Help Desk Response</i>	
Response to Tier 1 Issues	Target Status Update: 1 hour
Target Resolution or Workaround: 95% of the issues within 24 hours	
Response to Tier 2 Issues	Target Status Update: 2 hours
Target Resolution or Workaround: 95% of the issues within 48 hours	
<i>Reporting Requests - Response</i>	
Critical Request	1 Business day
High Request	3 Business days
Medium Request	5 Business days
Low Request	10 Business days
<i>Software Maintenance Requests (MR) - Response</i>	
Critical MR – Conduct Analysis and Provide Level of effort	2 Business days
High MR – Conduct Analysis and Provide Level of effort	3 Business days
Medium MR – Conduct Analysis and Provide Level of effort	5 Business days
Low MR – Conduct Analysis and Provide Level of effort	10 Business days
<i>System Change Requests (CR) - Response</i>	
Critical CR – Conduct Analysis and Provide Level of effort	2 Business days
High CR – Conduct Analysis and Provide Level of effort	3 Business days
Medium CR – Conduct Analysis and Provide Level of effort	5 Business days
Low CR – Conduct Analysis and Provide Level of effort	10 Business days

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**CGI TECHNOLOGIES AND SOLUTIONS INC.
ACTION PLAN No. 2**

This Action Plan Number 2 (“Action Plan”) is issued pursuant to the Professional Services Agreement for Data Management Services after Hurricanes Irma and Maria dated as of June 7, 2018 (the “Agreement”) between Puerto Rico Public-Private Partnership Authority (“CRRO”) and CGI Technologies and Solutions Inc. (“Provider”). Except as otherwise expressly provided herein, this Action Plan incorporates the terms and conditions set forth in the text of the Agreement.

1. Effective Date of this Action Plan.

This Action Plan is effective as of June 7, 2018 through June 30, 2021.

2. Services to be Performed and Schedule of Performance.

The Services described in this Action Plan include hosting of the infrastructure and support services of the CGI-DRS Solution. The Provider will be leveraging a subcontractor, Evertec Group, LLC (“Evertec”), locally in Puerto Rico, as a supplier to provide hosting and infrastructure services including installation or stand-up of hardware. Provider may substitute another hosting and infrastructure services supplier on reasonable written to CRRO. In the event of such a substitution, the parties will negotiate in good faith to amend the terms of this Action Plan as needed to support the substitution. Provider will support on-going maintenance and performance management of the CGI-DRS solution within Action Plan 1. CRRO agrees that it will not contract independently with Evertec for provision of the Services during the term of the Agreement.

3. Defined Terms.

Except as otherwise provided in this Section 3, the definitions provided in Section 1 of the Agreement apply to this Action Plan. For purposes of this Action Plan, the following terms have the corresponding definitions:

- A. “Acceptance” for purposes of this Action Plan means the acceptance by CRRO of Deliverables and/or Services that are specified a subject to Acceptance under the terms of this Action Plan. It shall be understood that Acceptance under this Action Plan is also achieved by (i) 30 days after delivery of platform to CRRO without CRRO providing a reasonable written report on deficiencies, or (ii) CRRO use of any Service or Deliverable in a production environment, whichever occurs sooner. For the avoidance of doubt this definition of Acceptance is only applicable to this Action Plan and does not apply to other Action Plans under the Agreement.
- B. “Applications” means the Third Party software applications, products, modules and/or services listed in Exhibit B (Licensed Software) and licensed to or by the CRRO for use in its operations and hosted at the Data Center. “Applications” does not include the CGI-DRS Solution.
- C. “CGI-DRS” or “CGI-DRS Solution” means the disaster recovery software which will be separately transferred to CRRO by the State of New Jersey to be hosted as

part of this Action Plan. The CGI-DRS Solution is described in Action Plan 1 under the Agreement. CRRO's rights to use the CGI-DRS Solution are defined and established and exist independently of the Agreement and the License specified in this Action Plan.

- D. "Corrective Maintenance" means Maintenance performed, or required to be performed, by Provider upon the written or verbal request of CRRO in order to return the System or any component thereof, to good operating condition, after it has become inoperative or subject to malfunction or has otherwise failed to operate in accordance with the standards of operation applicable thereto.
- E. "Data Center" means Evertec's data center located at Cupey Center, Río Piedras.
- F. "System Documentation" means technical documentation, user manuals (excluding any user manuals associated with customized solutions for CRRO), technical briefing documents and any instructions including all updates and new versions thereof, associated with the Hardware, whether in the form of printed materials, electronic files, magnetic media or machine-readable format.
- G. "DRS" means disaster recovery site.
- H. "DRS Facility" means the AZURE Cloud which is where the DRS Services are being provided. Provider reserves its right to change the location of the DRS Facility upon 30 days written notification to CRRO prior to any such relocation; provided however that such relocation may not diminish the DRS Services.
- I. "Go Live Date" means the date the Hosting Services or Deliverable, as applicable, has been Accepted as set forth herein.
- J. "Hardware" means the equipment property provided by Provider to host the Applications hereunder, including, but not limited to any servers, computer hardware or any component thereof where the Applications will be installed.
- K. "Hosting Services" means the application hosting services which enable the CRRO to have access to the CGI-DRS.
- L. "Implementation Services" means the implementation services performed by Provider, including delivery, installation and configuration services, in order to implement the System and provide the Services hereunder.
- M. "License" means the non-exclusive, revocable, non-transferable license to use the System and Applications, granted hereunder including any End User License Agreement ("EULA") to Third Party components of the Applications, as applicable.
- N. "Maintenance" means (i) Corrective Maintenance and (ii) Preventive Maintenance collectively.
- O. "Preventive Maintenance" means Maintenance performed by Provider for the purpose of maintaining the System in satisfactory operating condition.
- P. "Services" means the Hosting Services provided by Provider to CRRO under this Action Plan.



- Q. "System" is defined as the Applications and Hardware set forth in Exhibit A (Applications), B (Licensed Software), and C (System Hardware), respectively. "System" does not include the CGI-DRS Solution.
- R. "Third Party" means any Person that is not a party to this Agreement.
- S. "User(s)" means the individual(s) authorized by CRRO to have access to the URL(s).

4. **Hosting Services.**

- A. Provider hereby grants to CRRO a License for CRRO to access, and use, the System solely for CRRO's internal business operations, and to use the System Documentation solely in support of CRRO's authorized use of the System pursuant to the terms of this Action Plan. CRRO acknowledges and agrees that the System and the System Documentation are, and will at all times remain, the property of, as applicable, Provider and any Third Parties which have granted such rights to Provider, and CRRO will have no rights or interests in or to the System or the System Documentation other than the rights granted herein.
- B. Access to the System will be granted through User access control and User rights will be granted based upon assigned User roles.
- C. The Hardware used to host the Applications will be located at Evertec's Data Center. As between CRRO and Provider, Provider retains exclusive and complete ownership of the Hardware including all rights, title and interest thereto.
- D. Unless otherwise agreed to by the parties in an action plan or amendment to this Action Plan, CRRO is responsible for securing and maintaining any and all licenses required for the use of software, hardware and equipment used by CRRO to access and use the System. CRRO agrees to indemnify, hold harmless and defend Provider against any claims, suits or causes of action against Provider that arise based upon CRRO's breach of this provision.
- E. Certain Third Party providers offer software, products and services related to CRRO's use of the Services or the applications that may work in conjunction with the Services or the Applications, respectively. Provider does not warrant any such Third Party providers or any of their software, products or services and any exchange of data or other interaction between Provider and a Third Party provider and any purchase or license by CRRO of software, products or services offered by such Third Party provider is solely between CRRO and such Third Party provider. CRRO acknowledges and agrees that Provider, as stated above, has no responsibility for and does not warrant any software, products or services provided by any such Third Party provider(s).
- F. The Licenses provided by Provider hereunder will remain in effect so long as CRRO timely pays all applicable fees hereunder.
- G. Unless this Action Plan is otherwise terminated under the terms of the Agreement, should Licenses be procured by the Provider for use by CRRO under this Action Plan, the Licenses provided by Provider hereunder will remain in effect so long as CRRO timely pays all applicable fees hereunder.

5. **Implementation Services.**

- A. The Implementation Services to be provided by Provider are set forth in Exhibit D.
 - B. During the Implementation Phase, the Parties have agree to distribute the setup roles and responsibilities for (i) infrastructure, (ii) network, (iii) hardware, (iv) virtual infrastructure, (v) database, (vi) additional Installation and configuration, (vii) utilities, (viii) active directory, and (ix) DRS, as set forth in Exhibit D (Implementation Services).
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6. **System Maintenance.**

- A. **Corrective Maintenance Services.** Provider will provide Client with Corrective Maintenance Services for the System consisting of:
 - 1) Provider Help Desk will be available via phone or email from 8-5AT Monday through Friday.
 - B. **Preventive Maintenance.** Provider will provide the following Preventive Maintenance for the System:
 - 1) Maintain updated System Documentation;
 - 2) Schedule monthly Microsoft and/ or security patches in coordination with the CRRO to maintain integrity of all servers.
 - 3) Advise CRRO of the availability of new versions of the underlying software which are incorporated into and made a part of the System; and
 - 4) Recommend and execute any adjustment or modification on the configuration of the System Provider deems necessary to optimize performance.
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7. **Excluded Services.**

The following additional services (the "Excluded Services") are not included under this Action Plan and will be provided by Provider via Change Request with additional Action Plans or amendment(s) as required.

- A. **Corrective Maintenance Services:**
 - 1) Due to any alterations and modifications to, or any other interventions with the System by anyone other than Provider.
 - 2) Due to Damages to System due to accident, abuse, User error, or any situation or event of Force Majeure not caused by Provider actions.
 - 3) Implementation and support of any software or application not specified in Exhibit A, System Applications.
 - 4) Disaster Recovery Services.
- B. Any other service requested by CRRO not specifically contemplated under this Action Plan.



Preventive Maintenance.

The Preventive Maintenance tasks specified in this Subsection B are out of scope of Provider’s Services under this Action Plan, but are included within the scope of Provider’s Services under Action Plan 1.

- 1) SAP Business Objects Support
- 2) Windows LDAP and AD administration and maintenance for authentication and authorization of end user application access
- 3) DFS replication for data integrity and availability of file servers
- 4) DNS infrastructure
- 5) Load/Stress Testing; PKI infrastructure
- 6) Administration / Support for –Service Desk, SurgeMail, Outlook, SFTP, SVN, SharePoint
- 7) SQL Server Database Administration
- 8) Internet Information Server Configuration and Administration
- 9) Metastorm BPM - Support System Patches, Software Changes
- 10) Metastorm ECM Support, DORES - Document Retention, System Patches, Software Changes
- 11) Apache Camel -Administration/Support, System Patches, Software Changes

C. Penetration Testing. Penetration Testing is not included in the Action Plan(s) and would be conducted by an outside mutually agreeable third party.

8. Change Request. CRRO may request changes to the proposed solution pursuant to Article XI (Change Orders) of the Agreement. Any changes that may affect the project pricing, deliverables and/or timeline will require written and signed change request describing the change, the rationale for the change and the pricing change, if any, to meet the revised objectives once implementation is underway.

9. Action Plan Managers.

The Action Plan Managers are:

<u>CGI</u> Darla Bassetti, VPCS Darla.bassetti@cgi.com Phone 941-586-2961	<u>CRRO</u> Omar Marrero
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10. Resources and Responsibilities of CRRO.

- A. Any additional MPLS line, dedicated line, or network integration required for performance of the Services under this Action Plan are the responsibility of CRRO.
- B. Procurement of domain names and accounts and other Internet-related accounts and permissions needed to support the Services are the responsibility of CRRO.
- C. Where Deliverables or Services are subject to Acceptance, CRRO will promptly execute its Acceptance responsibilities and will not do anything to unreasonably delay Acceptance.
- D. CRRO will provide Provider with access to CRRO personnel, facilities, and other CRRO resources as requested by Provider to support performance of the Services.

11. Other Provisions.**A. Subcontracting.**

This Subsection A modifies and replaces Section 3.5 of the Agreement and Section 2.C of Appendix E to the Agreement with regard to this Action Plan. Provider may use subcontractors to assist in the performance of the Services contracted under this Action Plan; Provider shall remain responsible for obligations performed by subcontractors to the same extent as if Provider employees performed such obligations. Provider shall be CRRO's sole point of contact regarding the Services contracted under this Action Plan, including without limitation issues regarding fees and payment. CRRO has no fiscal responsibility regarding any subcontracting agreement entered by Provider as a result of this Action Plan.

B. Term and Termination.

This Subsection B modifies Sections 7.1(b) and 7.1(d) of the Agreement and Section 5 of Appendix E of the Agreement with regard to this Action Plan by adding the provision specified herein. For the avoidance of doubt, this Section 11.B does not apply to a termination of this Action Plan for cause pursuant to Section 7.1(c) of the Agreement.

CRRO acknowledges that as part of the Hosting Services provided under this Action Plan, Provider may pay in advance for the license to use any applicable Third Party products and services that are licensed or sold to CRRO hereunder. As such, CRRO expressly acknowledges that should CRRO terminate this Action Plan without cause at any time, CRRO agrees to pay Provider \$260,000 termination for first 12 months of the Agreement, \$130,000 termination for the second 12 months of the Agreement, and standard termination notice period would apply thereafter.

The parties agree that early termination fees are not a penalty but agreed-to liquidated damages.

Upon termination, the License to use the System and System Documentation shall be deemed discontinued.

C. Service Level Agreement.

The parties agree have agreed on the Service Levels Agreement attached hereto as Exhibit G.

D. Limited Warranty and Disclaimer of Warranties.

This Subsection D modifies Article IX of the Agreement with regard to this Action Plan by adding the provision specified herein. For the avoidance of doubt, this Subsection D does not apply to other Action Plans under the Agreement.

- 1) Limited Warranty by Provider of the System. Provider warrants to CRRO that during the ninety (90) days following the completion of the Implementation Services, the System will function substantially in accordance with its specifications (as defined in the System Documentation) provided that (i) the System has not been modified, changed or altered in any way by anyone other than Provider; (ii) any error or defect is not caused by CRRO, its agents, employees or contractors (excluding Provider) and (iii) CRRO promptly notifies Provider of the error or defect after it is discovered. CRRO's sole remedy for breach of the warranty set forth in this Section is the correction of the defect at CRRO's option and expense, and such remedy is in lieu of all obligations and liabilities on the part of Provider. If after investigation by a qualified neutral Third Party, at Provider's expense, it is determined that such error or defect occurred as a result of actions or inactions of CRRO, CRRO will pay Provider upon the terms applicable for Consulting Services Rate Card, Exhibit X in Action Plan 1 for all costs incurred in investigating (including the neutral Third Party's cost) and correcting such error or defect.
- 2) Limited Warranty by the Parties regarding System Security and Data Security.
 - a. Except for responsibilities assumed by CRRO in Exhibit D (Operational Roles and Responsibilities), Provider represents and warrants to CRRO that it shall maintain appropriate physical and logical security measures at the Data Center, in accordance with industry best practices, to ensure the operation of the System;
 - b. CRRO represents and warrants that (i) it is responsible for CRRO's roles and responsibilities as set forth in Exhibit D (Operational Roles and Responsibilities), and (iii) the transmission of CRRO's Data to Provider will comply with applicable Legal Requirements.
- 3) Disclaimer. EXCEPT AS OTHERWISE PROVIDED IN THIS ACTION PLAN AND THE SLA, THE HOSTING SERVICES AND THE SYSTEM ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY. CRRO'S USE OF THE SERVICES AND/OR THE SOFTWARE IS SOLELY AT CRRO'S OWN RISK. EXCEPT AS PROVIDED FOR OTHERWISE HEREIN, PROVIDER DOES NOT WARRANT THAT THE SERVICES



OR THE SOFTWARE WILL MEET CRRO'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND EXCEPT AS SET FORTH ABOVE, PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING OR RELATED TO THE SERVICES, THE SOFTWARE, THE SYSTEM DOCUMENTATION AND THIS SERVICE ADDENDUM, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

E. Limitation of Liability.

This Subsection E modifies Article X of the Agreement only with regard to this Action Plan. For avoidance of doubt, this Subsection E. does not modify Article X with regard to other Action Plans under the Agreement or the Services provided under such other Action Plans.

- 1) IF PROVIDER COMPLIES WITH SECTION 11.D.2.a OF THIS ACTION PLAN, NEITHER PROVIDER, ITS AFFILIATES NOR THEIR RESPECTIVE REPRESENTATIVES, UNDER ANY CIRCUMSTANCES WILL BE HELD RESPONSIBLE OR LIABLE FOR SITUATIONS WHERE THE HOSTING SERVICES OR THE SYSTEM PROVIDED THIS ACTION PLAN 2, ARE ACCESSED BY USERS AND/OR THIRD PARTIES THROUGH LEGAL, ILLEGAL OR ILLICIT MEANS, INCLUDING SITUATIONS WHERE DATA IS ACCESSED THROUGH THE EXPLOITATION OF SECURITY GAPS, WEAKNESSES OR FLAWS (WHETHER KNOWN OR UNKNOWN TO PROVIDER AT THE TIME) WHICH MAY EXIST IN THE SERVICES OR THE SYSTEM USED TO PROVIDE THE SERVICES.
- 2) DURING THE TERM OF THIS ACTION PLAN, PROVIDER'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS ACTION PLAN OR THE HOSTING SERVICES CONTEMPLATED HEREUNDER FOR A SINGLE OCURRENCE OR A SERIES OF OCURRENCES HEREUNDER IS LIMITED TO OR OTHERWISE WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO PROVIDER UNDER THIS ACTION PLAN DURING THE SIX (06) MONTHS PRECEDING THE DATE ON WHICH SUCH CAUSE OR CLAIM AROSE.

12. Compensation.

A. Method: Compensation under this Action Plan will be paid on a fixed price bases as set forth in this Subsection A and will not exceed \$2,384,139.00. CRRO will pay \$275,250.00 fixed-price upon execution of this Action Plan. The remaining fees will be due in accordance with the following schedule.

Schedule	Monthly Amount	Total Amount – FY
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05/01/2018 – 05/30/2018	\$0.00	
06/01/2018 – 06/30-2018	\$56,997.00	\$332,247.00
07/01/2018 – 06/30/2019	\$56,997.00	\$683,964.00
07/01/2019 – 06/30/2020	\$56,997.00	\$683,964.00
07/01/2020 – 06/30/2021	\$56,997.00	\$683,964.00
Total Value		\$2,384,139.00

- B. Invoices. Invoices will be submitted in accordance with Section 4.2 Services Fees in the Agreement. Invoices will be provided to the CRRO specifying the Hosting period, previous months SLA report, and Monthly Amount Due.
- C. Payment Terms. The CRRO will pay in accordance with Section 4.2 Service Fees in the Agreement; provided, however, that the prompt pay discount specified in Section 4.2 does not apply to fees payable under this Action Plan.
- D. Taxes. The special contribution of one point five percent (1.5%) of the gross amounts paid under the Agreement, as required by Act No. 48-2013, is inapplicable to the fixed price infrastructure and hosting support services fees under this Action Plan.

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

Central Recovery and Reconstruction
Office of Puerto Rico (CRRO)

By: S. Vijaya Raghavan

By: [Signature]

Name: Vijaya R. Srinivasan

Name: Omar J. Marrero, Esq.

Title: Senior Vice President

Title: Executive Director

Date: June 7, 2018

Date: June 7, 2018



Exhibit A System Applications

Physical Hosts

The following table depicts the physical components that will be dedicated for the services:

Equipment	
Quantity	Description
4	Virtual Farm each: Host Server Processor (2) 2.4 GHz 6148/150W 20C/27.50MB Cache/DDR4 2666MHz/20 Cores, Ram (8) 16GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v, Spare DIMM banks for growth, Network (1) VIC 1340, VMware vSphere 6.5 Ent Plus with 3yrs support.
1	Management Environment: Host Server Processor (2) 3.2 GHz 6134/130W 8 Core, Ram (6) 16GB DDR4-2666-MHz RDIMM, Network (1) VIC 1340, VMware vCenter 6.5 Server Standard, 3yrs support.

Virtual Hosts

The following virtual machines will be implemented and hosted as part of the proposed services:

Item	Server Description	Cores	GHz	RAM GB	Volumes (GB)			Environment
					OS Disk	Disk 2	Disk 3	
1.	SharePoint/IIS reverse proxy SAP BO	4	2.4	8	100	80	-	PROD
2.	SharePoint/IIS reverse proxy SAP BO	4	2.4	8	100	80	-	PROD
3.	Metastorm BPM Web Server/ServiceDesk	2	2.4	4	100	80	-	PROD
4.	BPM Web Server/FTP,SFTP	2	2.4	4	100	80	-	PROD
5.	Mailserver/Camel Webserver	2	2.4	4	100	80	-	PROD
6.	Arc GIS www.newjerseyrebuild.org	4	2.4	8	100	80	-	PROD
7.	apps.srooms.com	4	2.4	8	100	80	-	PROD
8.	BPM Application Server	6	2.4	12	100	80	-	PROD
9.	BPM Application Server	6	2.4	12	100	80	-	PROD
10.	LDAP Server	2	2.4	4	100	80	-	PROD
11.	Windows File Server/LDAP server	2	2.4	4	100	80	1700	PROD

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Item	Server Description	Cores	GHz	RAM GB	Volumes (GB)			Environment
					OS Disk	Disk 2	Disk 3	
12.	CAMEL (Integration)	4	2.4	8	100	80	-	PROD
13.	Arc GIS App Server	4	2.4	16	100	80	200	PROD
14.	SAP Business Objects	4	2.4	16	100	80	200	PROD
15.	SAP Business Objects	4	2.4	16	100	80	200	PROD
16.	Opentext Content Server (ECM)	4	2.4	8	100	80	2000	PROD
17.	SQL Server -App DBs	6	2.4	32	100	80	1500	PROD
18.	SQL Server -Data Warehouse	6	2.4	24	100	80	1500	PROD
19.	Staging DB Server	4	2.4	16	100	80	900	PROD
20.	Staging Web Server	2	2.4	4	100	80	-	UAT
21.	SharePoint Web Server / BO Proxy / uatapps.siroms.com	4	2.4	8	100	80	-	UAT
22.	BPM Web Server/FTP,SFTP/Arc GIS website	2	2.4	4	100	80	-	UAT
23.	Staging Application Server	8	2.4	16	100	80	-	UAT
24.	Staging Application Server	2	2.4	4	100	80	-	UAT
25.	Metastorm BPM Application Server	8	2.4	16	100	80	-	UAT
26.	Windows File Server/LDAP	2	2.4	4	100	80	500	UAT
27.	CAMEL (Integration)	2	2.4	4	100	80	-	UAT
28.	Arc GIS App Server	2	2.4	8	100	80	250	UAT
29.	SAP Business Objects	4	2.4	8	100	80	250	UAT
30.	Opentext Content Server (ECM)	2	2.4	4	100	80	500	UAT
31.	SQL Server -App DBs	4	2.4	16	100	80	1000	UAT
32.	SQL Server -Data Warehouse	4	2.4	8	100	80	1000	UAT
33.	ARGIS	4	2.4	16	100	80		UAT
34.	Test Saavy 1	4	2.4	8	100			UAT
35.	Test Saavy 2	4	2.4	8	100			UAT

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Virtual Replication

Provider will use a virtual replica of Microsoft Azure Recovery Site to enable a hybrid cloud resilience environment. Provider will replicate the following VMs to Azure using Azure Recovery Site: The following instances will be replicated to Azure and activated in Azure in case of a disaster declaration:

Item	Server Description	Azure Site Recovery Services Target Virtual Machine ¹
1.	SharePoint/IIS reverse proxy SAP BO	1 D3 (4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
2.	SharePoint/IIS reverse proxy SAP BO	1 D3 (4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
3.	BPM Web Server/FTP,SFTP	1 D2 (2 vCPU(s), 7 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
4.	Mailserver/Camel Webserver	1 D2 (2 vCPU(s), 7 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
5.	ArcGIS www.newjerseyrebuild.org	1 D3 (4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
6.	BPM Application Server	1 D4 (8 vCPU(s), 28 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
7.	BPM Application Server	1 D4 (8 vCPU(s), 28 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
8.	LDAP Server	1 D2 (2 vCPU(s), 7 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
9.	Windows File Server/LDAP server	1 D2 (2 vCPU(s), 7 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
10.	CAMEL (integration)	1 D3 (4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
11.	ArcGIS App Server	1 D12 (4 vCPU(s), 28 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
12.	SAP Business Objects	1 D12 (4 vCPU(s), 28 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
13.	SAP Business Objects	1 D12 (4 vCPU(s), 28 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6

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¹ Target VMs will have the same or better resources (processing, RAM and Volumes) during test and disaster events.



Item	Server Description	Azure Site Recovery Services Target Virtual Machine ¹
14.	Opentext Content Server (ECM)	1 D3 (4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P6
15.	CAMEL (integration)	1 D13 (8 vCPU(s), 56 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P4
16.	SQL Server -Data Warehouse	1 D4 (8 vCPU(s), 28 GB RAM) x 732 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – P10

Provider will include a Proxy Server virtual machine for replication purposes within the primary site physical host environment.

Annual Site Recovery Test Event

A planned recovery test will be conducted by activating virtual machines in the Azure Site. Provider will provide technical personnel to execute CRRO disaster recovery exercise without impacting the primary site environment.

Provider will provide the following licenses under the Software as a Service agreement:

Software Licenses	
Quantity	Description
80	Windows Server DataCenter Core 2 Lic Core Lic

Exhibit B
Licensed Software

CRRO will provide the following licenses and maintenance under this Action Plan:

Software	Version	Number of Users/Licenses	Comments
OpenText Metastorm BPM	9.5	400	
OpenText ECM	16.3	100	
MS SQL Server	2016	15	Licensed by core with each license having 2 cores
MS SharePoint	2016	3 licenses/500 user calcs	
MS .NET	4.6.2	1 per server	.Net on the server is free
SAP BO Platform and Web Intelligence	4.2 SP4	25 licenses (Combination of named and concurrent users) Perpetual license.	Pending determination of additional licenses if end-users will require BO front end access. Model proposed covers Provider internal licenses and ability to email reports to end users.
IIS Webservers	7.5 (Win 2008) and 8 (Win 2012)	1 per server	IIS license included with Windows server license
ServiceDesk Plus Standard Edition	9.3 Build 9329 (or latest version at time of purchase)	1 license Supports up to 100 Technician Logins	Not contemplated - extensive end user access. If CRRO end users will need access to ServiceDesk, more licenses may be necessary in the future.
Cerberus SFTP	Latest Version	1 in UAT, 1 in Prod/DR	
SurgeMail	Latest Version	1 license + mirror	
Test Saavy	CGI IP	4 Licenses	
ARC GIS	Latest Version	2 licenses	



Exhibit C

System Hardware

A complete list of all servers that will be provided along with their function and configuration are listed below. These 30 servers will need to be built for complete functionality of the Puerto Rico disaster recovery infrastructure.

<u>TRAINING ENVIRONMENT</u>	<u>VM</u>	<u>CPU</u>	<u>RAM</u>	<u>C drive</u>	<u>D drive</u>	<u>E drive</u>
TrainingWeb	1	4	8	100	80	-
Training App	1	6	12	100	80	

<u>UAT ENVIRONMENT</u>	<u>VM</u>	<u>CPU</u>	<u>RAM</u>	<u>C drive</u>	<u>D drive</u>	<u>E drive</u>
Staging Web Server	1	2	4	100	100	-
SharePoint Web Server / BO Proxy / uatapps.siroms.com	1	4	8	100	100	
BPM Web Server/FTP,SFTP/ArcGIS website	1	2	4	100	100	
Staging Application Server	1	8	16	100	100	-
Staging Application Server	1	2	4	100	100	-
Metastorm BPM Application Server	1	8	16	100	100	
Windows File Server/AD server	1	2	4	100	100	2000
CAMEL (integration)	1	2	4	100	100	
SAP Business Objects	1	4	8	100	100	250
SAP Business Objects	1	4	8	100	100	250
Opentext Content Server (ECM)	1	2	4	100	100	500
SQL Server -App DBs	1	4	16	100	100	1000
SQL Server -Data Warehouse	1	4	8	100	100	1000
Test Saavy	1	4	8	100	100	500

<u>PRODUCTION ENVIRONMENT</u>	<u>VM</u>	<u>CPU</u>	<u>RAM</u>	<u>C drive</u>	<u>D drive</u>	<u>E drive</u>
SharePoint/IIS reverse proxy SAP BO	1	4	8	100	100	
SharePoint/IIS reverse proxy SAP BO	1	4	8	100	100	
Metastorm BPM Web Server/ServiceDesk	1	2	4	100	100	
BPM Web Server/FTP,SFTP	1	2	4	100	100	



Mailservier/Camel Webservice	1	2	4	100	100	
apps.siroms.com	1	4	8	100	100	
BPM Application Server	1	6	12	100	100	
BPM Application Server	1	6	12	100	100	
AD Server	1	2	4	100	100	
Windows File Server/AD server	1	2	4	100	100	2000
CAMEL (integration)	1	4	8	100	100	
SAP Business Objects	1	4	16	100	100	200
SAP Business Objects	1	4	16	100	100	200
Opentext Content Server (ECM)	1	4	8	100	100	2000
SQL Server -App DBs	1	6	32	100	100	1500
SQL Server -Data Warehouse	1	6	24	100	100	1500
Staging DB Server	1	4	16	100	100	900
ARCGIS	1	4	16	100	100	

The E drives of all Database servers, file servers and ECM servers must be formatted at gpt and not MBR to allow for later expansion of drives

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Exhibit D
Implementation Services

Item	Services	Provider	Responsibilities
1.	Project Management	<ul style="list-style-type: none"> a) Assign a Project Manager or Coordinator to manage the activities related to the implementation effort. b) A Project Plan document (“Project Plan”, “Plan”) with the Project Manager or assignee of the CRRO. The Plan must be aligned to Provider’s Project Management practices and shall contain at least the following information: scope, tasks, roles and responsibilities, deliverables, requirements, schedule.,. c) Initiate, plan, execute, control and close the work of the team to achieve the implementation of the contracted services. d) Maintain adherence to the agreed Project Plan. 	<ul style="list-style-type: none"> e) Identify the responsible person in charge of providing formal and final decisions related to the Project Plan, including but not limited to changes to the Project Plan. Decisions shall be communicated within two business days or within the established time-frame during the request for the information. f) Maintain adherence to the agreed Project Plan.
2.	Requirements Management	<ul style="list-style-type: none"> a) Provider will create a requirements document. b) Maintain adherence to the agreed requirements during the execution of the project and service operation activities. c) Identify the Subject Matter Experts (SMEs) that will provide guidance and specifications during the requirement gathering process. 	<ul style="list-style-type: none"> d) Identify the Subject Matter Experts (SMEs) that will provide guidance and specifications during the requirement gathering process. e) Maintain adherence to the agreed requirements document during the execution of the project and service operation activities.
3.	Infrastructure	<ul style="list-style-type: none"> a) Provider will setup the infrastructure accordingly to the physical and virtual elements included in Appendix A of this Action Plan. b) Setup and configure physical hosts, hypervisor software, storage, and networks components. 	N/A

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		<p>c) Support testing activities and complete sign-off activities for the provided infrastructure element in a timely basis and with the indicated priority. This includes but is not limited to provide current configurations, test access to the systems and complete configurations as per instructed by Provider personnel or contractors</p>	
4.	Physical and Virtual Network Elements	<p>a) Setup network scheme as per agreed with CRRO during the network requirements gathering.</p> <p>b) Install, configure and test communications infrastructure: routers, firewalls, load balancers, virtual networks, Internet services and network circuits included under the services.</p> <p>c) Support CRRO's personnel in the execution of network related activities until URL connections are established and accepted.</p> <p>d) Setup Internet Services</p>	<p>e) Provide access to the personnel to complete network activities (if applicable).</p> <p>f) Provide network scheme, diagrams, design and maintain adherence to the network scheme (if applicable)</p> <p>g) Assign network specialist with sufficient experience, access and privileges to complete setup activities to enable network connections between Provider and the CRRO site.</p>
5.	Virtual Infrastructure	<p>a) Setup and configuration of Virtual Machines (VMs) replication software.</p> <p>b) Create, install OS, configure and provide access to the equipment as per listed in Exhibit A.</p> <p>c) Modify, destroy, copy, replicate and rebuild virtual machines during setup phase.</p> <p>d) Support testing activities and complete sign-off activities for the provided infrastructure element in a timely basis.</p>	N/A
6.	Database	<p>a) Provider will install database management software and setup the databases.</p> <p>b) Testing and complete sign-off activities for the infrastructure element.</p>	N/A

7. Additional Software Licensing Installation / Configuration	<p>a) Provider will install, configure, and test all software identified in Exhibit B Licensed Software</p> <p>b) Complete sign-off activities for the Software.</p>	N/A
8. Utilities	<p>a) Install and configure antivirus, backup and monitoring tools.</p>	N/A
9. User Management	<p>a) Provider will configure the CGI-DRS solution to support User access levels as identified by the CRRO.</p> <p>b) Provider will test and support CRRO's testing activities.</p> <p>c) Ultimate responsibility of the Application accounts, access and privileges and shall provide on-going maintenance.</p>	<p>d) CRRO will give Provider necessary user information to support the setup of Users and authority levels.</p> <p>e) CRRO will test the CGI-DRS access and provide sign-off/ acceptance within 5 business days.</p> <p>f) Once installed, CRRO will have responsibility to inform the Provider of changes in User access levels, authorization, and termination.</p>
10. Internet and VPN	<p>a) Provider will provide the bandwidth established in section 1 of this proposal.</p>	N/A
11. Remote Access Setup	<p>a) Provider will setup MFA remote secure access using soft token technology.</p>	N/A
12. Virtual Replicas	<p>a) Provider will establish replicas with Microsoft Azure for site recovery for DR purposes.</p> <p>b) Provider will complete test activities for the recovery site. Testing activities are limited to one test event per year.</p>	<p>c) With regard to CRRO's use of the DR Site provided under this Action Plan, CRRO will comply with applicable Microsoft Azure Online Services Terms found at https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx.</p>
13. CGI-DRS Installation and Configuration	<p>a) Provider will install, configure, and test the solution</p>	<p>b) CRRO will provide Users to perform testing and acceptance of the Application.</p>
14. Disaster Declaration and Test Event Setup	<p>c) Provider will be using Microsoft Azure site recovery for DR purposes.</p> <p>d) URL connectivity with AZURE failover will be tested using DNS and Microsoft technologies.</p>	<p>e) CRRO will provide support for alignment of effort and schedule for testing.</p> <p>f) CRRO will use the standard testing URL which will be pointed to Azure for DR testing.</p>

Exhibit E Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the terms and conditions pursuant to which Provider will provide CRRO, the Services contemplated herein. This SLA is made a part of and is subject to the remaining terms and conditions of the Hosting and Managed Services Agreement for the CGI-DRS System Infrastructure provided, however, that this document is only meant to expand upon and define the obligations of Provider with regards to the Services commencing on execution of this Action Plan 2, dated April XX, 2018 or the Go Live Date, as defined herein. In the event that there was an interpretation that could be construed as a conflict between the terms of this SLA and any remaining portion of the Agreement, the latter shall govern.

Purpose

This SLA defines the roles and responsibilities of each party, specifies the Service Levels, sets forth the procedures that will be used to measure and report these Service Levels as they apply to the Services.

General Terms and Conditions

Defined Terms:

“**After Hours**” is defined as hours outside the scheduled Hours of Operation of a particular service.

“**Availability**” is defined as the unit to measure the availability of a particular service, system, equipment and/or component using a percentage of actual availability based on the agreed upon Service Level that establishes the benchmark for Provider making such service, system, equipment and/or component available, the percentage of which will be calculated on a monthly basis.

“**Business Days**” is defined as **Monday through Friday excluding legal holidays, unless otherwise specified.**

“**Business Hours**” is defined as 8:00 AM through 5:00 PM on Business Days. All times are Puerto Rico local times.

“**Completion Time**” is defined as the time by which Provider will complete its performance of a particular task relating to the Services.

“**Conditions Precedent**” is defined as the conditions, terms, factors and other elements established by the parties for each Service Level that CRRO, or Third Parties must comply with first, in order for Provider’s obligation under such Service Level to apply.

“**Excused Performance**” is defined as certain events that, were they to occur, will excuse Provider from complying with the Service Levels.

“**Go Live Date**” is defined as the date when CGI-DRS Infrastructure is placed into production by Provider.

“**Hours of Operation**” is defined as the hours and times during which Provider will provide the Services. All times are Puerto Rico local times.

“**Incident(s)**” means any verifiable failure of a particular service, system, equipment and/or component to materially operate in accordance with the Specifications



“**Incident Number**” is defined as the number used to identify an Incident Record that has been opened in Provider’s Help Desk for Support Services.

“**Incident Record**” is defined as the item used to identify an individual Support Request that has been submitted to Provider’s Help Desk.

“**Off-Peak**” is defined as a period of time that is not a Peak period of time.

“**Peak**” is defined as the periods of time during which the highest volume of Services or Support Requests are experienced.

“**Resolution Time**” is defined as the time Provider takes to identify the root cause, and prevent additional occurrences either by implementing a work-around, process modification, or fix. The resolution time does not include the time elapsed from the moment an incident is escalated to a Third Party until the final response is provided to Provider.

“**Response Time**” is defined as the time that Provider may take to begin resolution of a reported Incident from the moment the Incident Record is opened.

“**Root Cause**” is defined as the original or underlying cause of an Incident or problem.

“**Help Desk**” refers to Provider’s Help Desk Level I, or Level II depending on the context in which it is used in this SLA and the SLA Table.

“**Service Levels**” is defined as the measurable targets for provision of the Services;

“**Services**”, in the context of this SLA, are defined as those services under Agreement between Provider and CRRO that are subject to the Service Levels as identified in the SLA Table.

“**SLA Table**” is defined as the table attached to this SLA with the specific Services provided by Provider to which this SLA is applicable.

“**Support Request**” means a request from CRRO.

“**Third Party**” means any party that is not a party to this SLA, such as Processors, Merchants, Aggregator, telecommunication carriers, Puerto Rico Treasury Department’s service providers or other entities, that has an obligation to perform an action, that may or may not be a Condition Precedent or an Excused Performance, but that is otherwise required or would affect Provider’s compliance with the Service Level.

Test Period

Provider and CRRO agree that for ninety (90) days from the Go Live Date or September 30, 2018, whichever occurs first, (the “Test Period”), the Service Levels and Conditions Precedent contained in the SLA Table will be monitored and tested by Provider and CRRO to ensure their adequacy and modified accordingly..

Modifications to Service Levels

The parties mutually acknowledge and agree that this SLA may also be amended during the Term of the Agreement in order to, among others (i) add, delete or modify Service Levels, and Conditions Precedent and Excused Performance problems; and/or (ii) ensure a fair, accurate, and consistent measurement of Provider’s performance hereunder. Any changes to this SLA will be established in good faith by mutual agreement of the Parties and will be documented in a written amendment to this SLA.



In the event that (i) any applicable hardware, software or function used by Provider to provide the Services is replaced during the Term of the Agreement with comparable hardware, software or function; or (ii) the CRRO requests changes to such hardware software or functions (including adding any new functions to the System), any corresponding Service Levels will, to the extent reasonably practicable, be defined during an additional test period covering the initial ninety (90) days of operation of such replacement/modified hardware, software, function, provided that such Service Level will be established at a level intended to achieve performance at least the same as or better than the performance under the Service Level associated with the replaced/modified hardware, software, or function.

Conditions Precedent to Provider's Obligations

Each Service for which Provider is obligated to comply with a particular Service Level under this SLA may be conditioned upon CRRO's, or Third Parties' compliance with the established Conditions Precedent.

CRRO's, or Third Parties' failure to perform these Conditions Precedent as required will excuse any related failure of Provider to achieve the Service Levels that were caused by such failure to perform the Conditions Precedent.

Furthermore, the parties agree to notify each other within a reasonable timeframe of any changes in their respective operations or in enacted legislation, regulations, circular letters, or guidelines that are in effect or that may come into effect and that may affect their respective ability to comply with any Conditions Precedent contained herein.

Each Service identified in the SLA Table below will indicate any applicable Conditions Precedent. The list of Conditions Precedent identified in the SLA Table may be revised or updated during the Test Period or during any additional test period, if any, upon the mutual agreement of the Parties.

Excused Performance Problems

In addition to any other Excused Performance that may be established for a particular Service, Provider will not be liable to CRRO for any failure to meet a Service Level to the extent that such failure is attributable to: (i) an Event of Force Majeure, (ii) acts or omissions of CRRO or Third Party; or (iii) breaches of this SLA, the SLA Table or the Agreement by CRRO or CRRO's Third Party providers..

As an additional Excused Performance, scheduled hours of Availability will exclude scheduled outages during which Provider needs to perform regular technical maintenance ("Scheduled Maintenance"), which may result in downtime during this time window. In addition, in cases where corrective outages are necessary, Provider shall provide seventy two (72) hours' prior notice of any such corrective outage specifying the duration of same. Provider will use commercially reasonable efforts to effect Scheduled Maintenance and any other planned outages during hours other than Business Hours or Peak periods. The SLA Table will include any applicable Scheduled Maintenance for each Service that will operate as an Excused Performance for compliance with the Service Level for such particular Service during the previously disclosed Scheduled Maintenance.

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Each Service identified in the SLA Table below will indicate any applicable Excused Performance. The list of Excused Performance identified in the SLA Table may be revised or updated during the Test period or during any additional test period, if any, upon the mutual agreement of the parties.

Reporting & Investigations

Provider will provide CRRO with reports comparing its actual performance of a particular Service against the corresponding Service Levels by the twentieth (20th) day of the month following the month during which the Services were rendered.

CRRO is responsible for promptly reviewing and reconciling all Service Level reports. Should CRRO identify any omission or discrepancy between its records and the data provided by Provider, or if it has any objection, it must notify Provider in writing within a reasonable time following the receipt of the report.

Provider will promptly investigate the objection raised by CRRO according to its standard procedures for handling claims. Provider will notify CRRO of the result of the investigation within a reasonable time.

In the event the findings of the investigation prove that CRRO's claims are justified, Provider will promptly make the appropriate adjustments to the corresponding Service Level report and proceed in accordance with this SLA.

CRRO accepts that its failure to report the omission, discrepancy or objection to the Service Level report within thirty (30) days, will release Provider from any liability regarding such omission, discrepancy or objection.

Notifications and Escalation Procedures

First level of contact for CRRO will be done through Provider's Level I Help Desk.

All Service Level reports and any notifications or other communications to be made under this SLA will be sent to the email addresses of the parties listed in Exhibit F to this Action Plan.

In the event Provider is unable to comply with the Services Levels in this SLA, the Parties agree that the persons at Level Two may meet to formulate a resolution. These meetings may be in person or via teleconference as agreed to by the Parties.

Service Levels

Each Service subject to a Service Level will be subject to the terms and conditions of this SLA, will be set forth in the SLA Table and will include the following information:

Description of the Service

Hours of Operation

Type of Measurement to be used

The Service Level that will apply to the Service

Conditions Precedent (if applicable)

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Excused Performance Problems (if applicable)

Any additional terms and conditions that may apply to a particular Service Level

A handwritten signature in black ink, appearing to be 'SVR'.

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EXHIBIT F

Email Addresses for Service Level Reports:

Provider:: _____

CRRO _____

Escalations for Service Level Support:

Service Level Escalation		
Authorized Representatives	Provider	CRRO
Level One	Kevin Bokus Service Level Management Quality Phone: email:	
Level Two	Will Richey Project Manager Cell: (609) 789-2016 Email: w.richey@CGI.com	
Level Three	Darla Bassetti Account Executive Phone: (941) 586-2961 Email: Darla.Bassetti@cgi.com	

Escalations for Incidents and Help Desk Support:

First level of Contact may be made through Provider’s Help Desk using Web Access or Telephone to be provided in the Plan.

Support Requests for Priority 1 and Priority 2 Incidents must be notified via telephone.

Support Requests for Priority 3 Incidents may be notified via telephone or Web

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EXHIBIT G
Service Levels

Item	Service	Measure Type / description	Hours of Operation	Service Level	Condition Precedence	Excused Performance	Additional Terms
1.	System Availability	System Availability: Availability of the active communication component, physical or virtual machines as a percentage of total hours per month.	System Availability Time: 7/24	99% Availability	N/A	<ul style="list-style-type: none"> - Events or problems caused by CRRO, its Vendors, and Third Parties. - Force Majeure - Scheduled maintenance - Maintenance required for compliance with regulations 	An incident must be registered in Provider Help Desk
2.	Support Services	Response Time to reported Incidents- physical or virtual server instances.	Business Day, Business hours	Response Time: Priority 1: 1 hour Priority 2: 2 hours Priority 3: 4 hours	<ul style="list-style-type: none"> - Incidents must be reported through Help Desk Telephone. - CRRO must include the following information when calling the Help Desk: (1) Stakeholder name; (2) Authorized Person name and telephone number; and (3) a detailed description of the Incident. 	<ul style="list-style-type: none"> - Failure caused by CRRO, its Vendors, and Third Parties. -Force Majeure. -Scheduled maintenance 	Priority 1, Total Outage of Communications - Access Channel and/or any component thereof is completely out of service and causes a material impact on Provider's Program operations contracted under this Agreement. Priority 2. - Access Channel failed, it is reestablished but not all Services are fully functional. Priority 3. Communication Access Channel failure has little or no impact to Program operations and/or is affected, but alternate service functionalities are available.

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**CGI TECHNOLOGIES AND SOLUTIONS INC.
ACTION PLAN No. 3**

This Action Plan Number 3 (“Action Plan”) is issued pursuant to the Professional Services Agreement for Data Management Services after Hurricanes Irma and Maria dated as of June 7, 2018 (the “Agreement”) between the Central Recovery and Reconstruction Office (“CRRO”), and CGI Technologies and Solutions Inc. (“Provider”).

1. Effective Date of this Work Order.

This Action Plan is effective as of June 7, 2018.

2. Services to be Performed.

Provider and the CRRO agree to enter into this SOW to support incremental professional services (“Services”) which Provider may perform to fulfill additional scope not included in Provider’s response to the RFP attached in the Agreement as Appendix B.

The software to be leveraged in connection with the Services provided by Provider under this Action Plan is Disaster Recovery software including the SIROMS solution, which is to be separately transferred to CRRO by the State of New Jersey, and customized for CRRO by Provider, along with other custom development as needed is referred to herein as “CGI-DRS.”

This Action Plan further describes the scope of services which Provider will deliver to support the CRRO in the execution and management of any and/or all Disaster Recovery Federal Granting Programs (“Programs”) and/or implement expanded In-Scope modules within the CGI-DRS not included in Action Plan 1. Provider’s efforts to extend Services under this Action Plan are referred to in this Action Plan as the “Project.” Services include the design, testing, implementation, and maintenance of a comprehensive Data Management system for Programs, the Transparency Reporting Website Portal, and associated data management services across multiple programs as prioritized by the CRRO.

The CRRO has identified the following initial scope beyond the Provider RFP Response that will be covered within this Action Plan. Services beyond the items identified below will be provided leveraging the Change Request Process in Exhibit B.

Analysis, Evaluation and Recommendation of Current State of Data including:

- **Current Data Management Systems**

Provider will perform an evaluation of current data systems (“System”) as requested by CRRO and deliver an Analysis Report including a summary of current state and recommendations based upon achieving the objectives of a comprehensive Data Management System. Scope will include but is not limited to

- FEMA data system Tempest GEMS
- FEMA STEP data system

The analysis includes evaluation of the System's ability to meet program needs, flexibility, ability to quickly deploy new functionality, quality of data security, data integrity, audit traceability, data integrity, accuracy, and ongoing ability to support reporting requirements, and risk mitigations.

- **Transparency Portal**

Provider will work closely with the CRRO and other stakeholders to determine optimal transparency metrics and measures to include in the design and delivery of a public facing website. As new programs come online, new features and functionality will be added into the public transparency portal as prioritized by the CRRO.

Features of the Transparency Portal may include, but are not limited to:

- Summary of Federal Funding requested by Funding Source
- Summary of Federal Funding disbursed by Funding Source
- Summary of Applications Received by Funding Source and Program
- Summary of Applications Approved by Funding Source and Program
- Summary of Metrics by Municipality
- A GIS-Enabled map of Puerto Rico containing layers of Program data
- Repository of Public Documents and links to Disaster Recovery Resources

- **Grant Management Program(s) Modules:**

Provider has included in the Action Plan estimate T&M services to support additional custom Grant Management Modules to support additional Programs. Examples of potential modules may include but are not limited to:

- FEMA PA Cat A&B
- FEMA PA Cat C-G
- FEMA IA
- CDBG-DR Puerto Rico specific programs

In delivery of the services Provider may leverage the CGI-DRS modules attached as Exhibit A to be implemented under Action Plan 1 for expansion of functionality to support the Programs. These modules collectively support the financial management, application management, reporting, and support services for the Programs. In addition to Exhibit A, this Action Plan may include implementing In-Scope Expanded Modules identified as Exhibit F, or developing new modules to satisfy program needs.

Provider will be using an agile methodology for delivering the Services enabling rapid software deployment while developing systems and associated reporting with a foundation for change. Provider or CRRO will identify services needed through the use of change requests. The System Change Request Tool, included in scope, will support the issuance, approval and tracking of the system and reporting related change requests.

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The attached Exhibit B provides the process and description of the tool usage. The System Change Request Tool, will identify the requirements and services needed to deliver the functionality required within the Modules in the Program.

The attached Exhibit C provides a representative but not exhaustive, list of the types of Services that Provider currently anticipates undertaking at the direction of the CRRO in support of the design, testing, implementation, and maintenance of the systems required to provide holistic management of the data created throughout the day-to-day management and operation of Program in response to hurricanes Irma and Maria.

3. Deliverables.

The System Change Request Tool will be used to identify and support the tracking of Deliverables with associated due dates, scope, acceptance criteria, assumptions, and other specific expectations, requested by CRRO during the Project in writing, including through email communications. Written Deliverables and Software Deliverables will be subject to Acceptance Testing when applicable. The Services include Provider's support for Deliverable testing and resulting defect or issue resolution activities.

The list of deliverables in Exhibit D is a representative but not exhaustive list of the deliverables that may be provided through Services delivered subject to this Action Plan.

4. Compensation

- A. Method. Provider will invoice the CRRO, and CRRO will compensate Provider, for all Services on a time and materials basis at the hourly rate card, Exhibit E, with a not-to-exceed \$61,701,752.00 for Services under this Action Plan and is subject to Section 4.2 Services Fees under the Agreement. Provider and CRRO will work together to develop a method for monitoring and managing Provider's expenditure of Services hours as against the remaining balance of funding available under this Action Plan and to prioritize tasks and Deliverables by mutual agreement in view of the funding balance. In no event will CGI be required to continue to provide the Services after the not-to-exceed funding balance is depleted. Provider will provide a Resource list of member names, Rate Categories and hourly rate to be attached to each invoice, establishing member rates over the duration of this Action Plan. Provider Resources may from time to time change Rate Categories depending upon the Services performed.
- B. Invoices. Invoices for services will be submitted in accordance with Section 4.2 Services Fees in the Agreement. Monthly invoices will be provided to the CRRO specifying the hours worked for the month along with expenses incurred. Invoices for Expenses will be provided per terms in Paragraph C, Reimbursable Expense below.
- C. Reimbursable Expense. Reimbursable Expenses will be submitted, approved, and reimbursed in accordance with Section 4.6 (Travel and Out-of-Pocket Expenses) of the Agreement.
- D. Payment Terms. The CRRO will pay in accordance with Section 4.2 Service Fees in the Agreement.



- E. Taxes. Invoices will be submitted with appropriate tax grouping to CRRO. Expenses will be submitted under a separate invoice and are not subject to the special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract, required by Act No. 48-2013, as amended. Likewise Services tax liability will be identified with regard to hours in Puerto Rico versus services delivered outside of Puerto Rico.

5. Action Plan Managers.

The Action Plan Managers are:

CGI Technologies and Solution, Inc. (Provider)	CRRO
Darla Bassetti	Omar Marrero
_____	_____
_____	_____

6. Other Resources and Responsibilities of CRRO and Provider.

- A. Provider will have an Applications Help Desk with bilingual capabilities staffed Monday through Friday between the hours of 8am to 5pm AST. This Help Desk will perform password resets, address reported incidents or issues, answer end-user questions about system functionality, and escalate to other Provider functional or technical teams for more complex incident resolution. CRRO will provide access to the resources, materials, tools and environments requested by Provider in support of the execution of Services herein.
- B. CRRO and Provider will assign their own respective dedicated project managers that will be responsible for executing the mutually established schedule and resolving issues in a timely manner.
- C. CRRO and Provider project managers will ensure adequate and timely participation of their respective Personnel and departments as necessary to facilitate the timely progression of the Services.
- D. CRRO will identify and supply Provider with access to CRRO Personnel or their delegates, empowered to provide reviews and approvals on behalf of CRRO on a timely basis; likewise, Provider will identify and provide sufficient Provider Personnel to provide the Services in a timely manner.
- E. CRRO will provide training to Supplier resources for tools mandated by CRRO to be used to support the delivery of Services.
- F. Provider will retain the Infrastructure Hosting Services, outlined in Action Plan 2 during the term of this Action Plan.



- G. Workspace will be provided by CRRO for Provider resources located in Puerto Rico.
- H. CRRO will provide all network and communications infrastructure needed to access the hosted location.
- I. Hourly rates provided are subject to an annual cost of living increase based upon a mutually agreed price index.
- J. All business meetings and documentation will be conducted in English unless otherwise mutually agreed upon. Provider understands the need for bilingual support and have it included in our solution, but the majority of the team will be comprised of English-only speakers.
- K. CRRO will provide all end-user devices needed to access the system and is responsible for associated support.

7. Assumptions.

- A. Agreed upon implementation schedules assume no unexpected events occur outside of Provider's control. If these occur, Provider and CRRO will work to refine the project plan and estimated hours.
- B. Any required third-party software licenses and associated annual maintenance fees are not included in Provider's price and will be provided by the CRRO.
- C. Staffing adjustments may be needed depending on final requirements.
- D. Provider's obligation and commitment to perform services assumes timely payment of all invoices.
- E. Provider assumes a subset of the CGI-DRS solution will support bi-lingual capability.
- F. Provider assumes a subset of the CGI-DRS solution will support bi-lingual capability.

Other Provisions.

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

Central Recovery and Reconstruction
Office of Puerto Rico (CRRO)

By: S. Vijaya R. Srinivasan

By: [Signature]

Name: Vijaya R. Srinivasan
Title: Senior Vice President
Date: June 7, 2018

Name: Omar J. Marrero, Esq.
Title: Executive Director
Date: June 7, 2018

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Exhibit A
CGI-DRS Modules In-Scope

1. **Financial Management Modules** are those modules within the CGI-DRS that support workflow and financial tracking. Modules in scope are:
 - a. **Program/activity allocation, activation, and performance measures management** – This CGI-DRS module provides workflow-driven management of program/activity budgets and their associated performance measures, for one to many funding sources simultaneously. Approved transactions update all of the financial validations throughout the CGI-DRS, providing strict financial management, while also maintaining an audit trail for each budgetary transaction.
 - b. **Funds requests (Grant Disbursements)** – Preconfigured to align with HUD CDBG-DR and Federal funding management and reporting structures, the Funds Request module provides the functionality necessary to encumber funds, perform necessary reviews of supporting documentation, obtain and record multiple levels of approvals, and integrate with external systems in order to facilitate grant award disbursements as quickly as possible.
 - c. **Accounts Receivables / Cash Receipts (AR/CR)** –The AR and CR modules allow the project to track outstanding ARs, record CRs, and return the funding back into appropriate activities to ensure it is available to the program for redistribution.
 - d. **Program Income** – Understanding the nuances of CDBG-DR programs that generate income, such as interest earned on loans made, the CGI-DRS provides the functionality to receipt Program Income funds and ensure they are redistributed as per HUD regulations.
 - e. **Financial Forecasting** – The Forecast module allows the CRRO to standardize, streamline, and manage the financial forecasting process for each recovery program in order to provide the primary grantee the necessary visibility into program progress and funding burn rate required to properly manage the overall distribution of funds and accurately communicate funding needs to HUD.
 - f. **Contractor Invoice Management** –The Contractor Invoice Management module provides a variety of functions including contract management and encumbrance, defining tasks and tracking their completion, invoicing, and managing accounts payable.
2. **Grant Application Management modules** provide a one-stop-shop for all detail and data pertaining to an application for a grant program. Modules In-Scope include:
 - a. **Housing Rebuilding Program (HRP)** – The module provides a one-stop-shop for all detail and data pertaining to an application for a grant program. Designed to manage the application data, property damage estimates, progress of construction/inspections, grant award calculators and disbursements, interactions with applicants, program workflow, and all pertinent supporting documentation.
 - b. **External Facing Application Intake for HRP** - Making recovery program information and applications available to as many storm victims as possible is a top

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priority for any DR effort in its initial stages. Understanding this need, Provider will design and develop webpages that are easily adaptable to program application requirements for data collection, provides a centralized location for storing program information on eligibility and requirements, is able to display content in multiple languages, allows program applicants to create user accounts to securely store and access their application data and complete their application over time, and integrates directly with the grant management solution.

- c. **Appointments Tracking for HRP** - Working with an applicant through the entire program workflow requires numerous in-person meetings between the applicant and program staff. The CGI-DRS Appointments Tracking module integrates directly with the grant management module to record the scheduling and completion of every meeting.
- d. **Application Status Tracking for HRP** – The CGI-DRS offers an innovative, externally facing, Application Status Tracking website which provides applicants with additional transparency and secure access to view the current status of their application while also providing a means for digital interaction with applicants in need of submitting additional information or documentation to the program.

3. **Reporting (Federal Reporting and Compliance)** provides the compilation of data across the Data Warehouse to deliver reports for HUD reporting, Business Intelligence, and Ad-hoc Data Warehouse reports. Modules In-Scope include:

- a. **HUD Quarterly Progress Reporting** – The primary and most critical federal reporting requirement of HUD. CDBG-DR grantees is the Quarterly Progress Report (QPR), as there is the potential of funding being recalled by HUD for improper or incomplete reporting. The CGI-DRS assists grantees with completing the QPR by compiling the expended and drawn-down funding amounts attributed to each active program activity, recording the progress narrative, and detailing the progress of a program towards its performance measures, while mimicking the data entry from HUD's Disaster Recovery Grant Reporting (DRGR) system. This information is exported as a data extract which is capable of being directly uploaded into DRGR.
- b. **Other Federal Reporting Requirements (FFATA, Section 3, MWBE)** – Similar to the QPR, there are various other federal reporting requirements of federal DR funding grantees and their sub-grantees. These modules within the CGI-DRS are designed to collect the data necessary to report on, review, and approve for submission to HUD.
- c. **Technical Assistance & Monitoring (TAM)** – Throughout a recovery program's lifecycle, a grantee can expect to receive TAM from HUD, and is also required to provide TAM to their sub-grantees. The CGI-DRS TAM module provides a simple UI for recording the particulars of TAM occurrences and provides a structured report output to facilitate the reporting of these instances to HUD.
- d. **Data Warehouse (DW):** The CGI-DRS has a comprehensive DW to support the reporting, transparency, monitoring, and compliance objectives which will provide the CRRO with head start on the task of organizing its backlog of data generated

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since the hurricanes. Fully aware of the challenges presented by the need to consolidate disparate, unstructured data sources, while simultaneously serving applicants in need and fulfilling federal reporting requirements, Provider will use the combination of multiple tools and Provider's Integration Engine to build and support the DW.

- e. **Business Intelligence Reporting:** Provider understands how critical timely, accurate, and actionable reporting is to the management of any DR program, while also understanding the key role which reporting plays in providing public transparency on the disbursement of recovery funding. Provider will use tools to deliver data visualization, standard, and ad-hoc reporting for business intelligence.
4. **Support Services modules:** include functions that support the oversight, monitoring, and overall execution of the CRRO's Federal Granting program in addition to the financial and grant management modules.
- a. **Constituent Services Tracking** – HUD guidelines require the recording of requests for information about HUD funded recovery efforts made to the grantee, even those not tied to specific grant applications or programs. To support this requirement, the CGI-DRS will use a Constituent Services (CS) Tracking module designed for Call Center staff to capture and manage communications with the public.
 - b. **CGI-DRS Integration Engine:** Provider will use the CGI-DRS Integration Engine to construct and implement interfaces and integration across disparate systems. The framework provides the flexibility necessary to implement and manage interfaces with disparate data sources, such as systems which may be currently in use in Puerto Rico to manage the relief efforts.
 - c. **Geospatial (GIS) Integration:** Provider has deep knowledge and experience in developing and maintaining websites which leverage GIS data to provide geospatial visualization and recovery efforts to provide the requisite transparency to meet the needs of the CRRO and the citizens of Puerto Rico.
 - d. **Collaboration:** Provider understands the importance of maintaining up-to-date project/program policy and procedures documentation while making these documents easily available to various stakeholders. Provider will use a collaboration tool to support the communication and coordination needs of the CRRO. In addition to leveraging a document library, the CGI-DRS also contains a custom Policy Change Request tool that delivers workflow-based policy development, editing, approvals, and acknowledgments for pertinent stakeholders.
 - e. **Document Management and Retention:** Provider will use the OpenText Content Server as the document management and record retention solution.
 - f. **Help Desk:** Provider will use a tool to manage the service/help desk and ticketing process for the DRDMS project. The tool will support our ITIL-compliant incident and problem management processes.
 - g. **System Change Request Tool**– Disaster Recovery projects, by their nature, require flexibility in order to best meet the needs of the impacted citizens they serve. The System Change Request Tool was designed to provide stakeholders a simple and



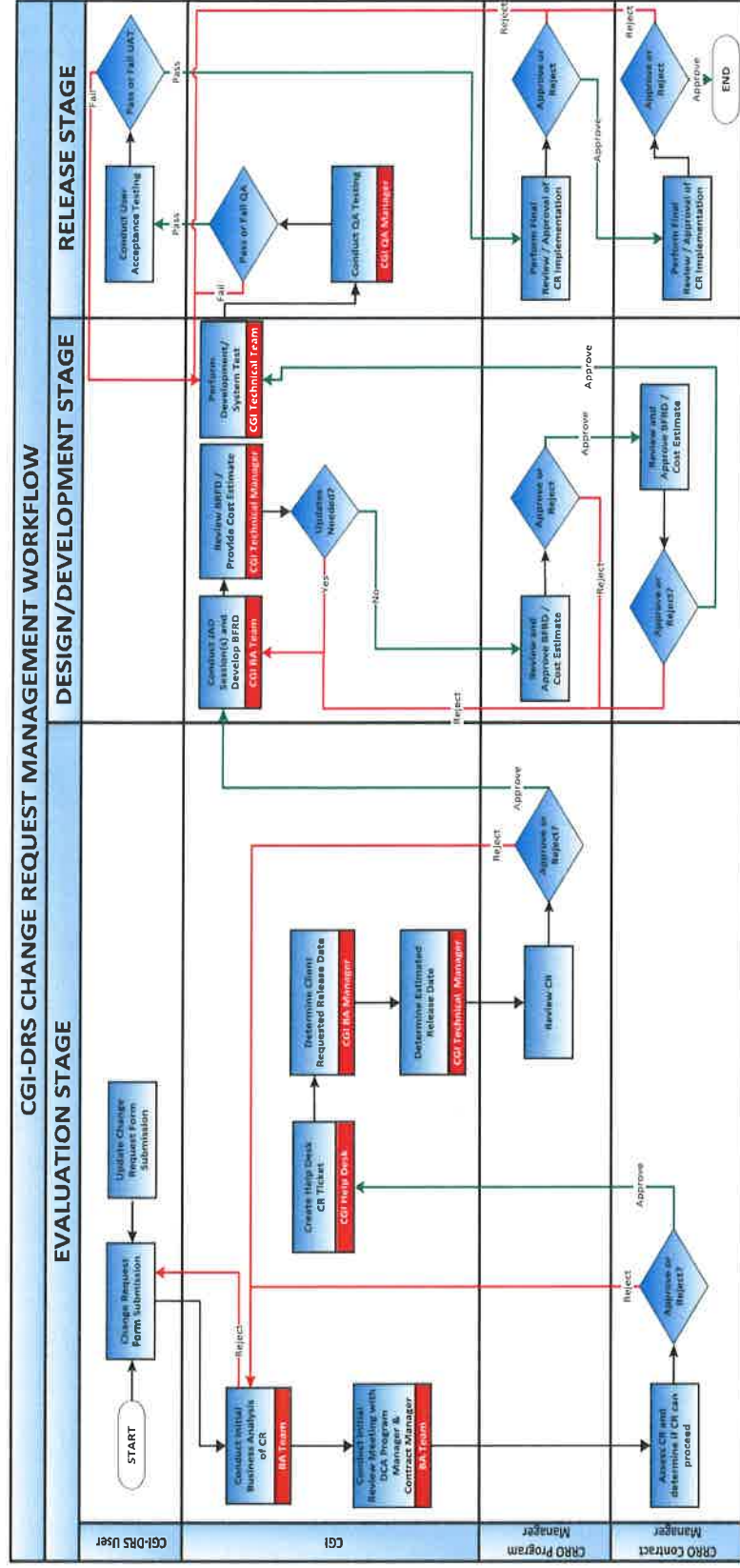
consistent means to submit requests for new or modified system functionality, for management to evaluate requests, and for approved requests to be tracked through the SDLC to completion – building IT governance directly into the solution.

- h. **Hosting, On-Premises in Puerto Rico/ Disaster Recovery Cloud Azure:** The specifics on Hosting are provided under Action Plan 2 within the Agreement. However, the modules and Services identified within this Action Plan are dependent upon the alignment of Hosting between CRRO and the Provider. As the backbone of the CGI-DRS, Provider will retain a fully managed software infrastructure platform based locally in Puerto Rico. The Data Center currently meets Federal and Puerto Rican regulatory requirements for sensitive data collected through the management and execution of disaster recovery programs. Furthermore the center provides availability and scalability required to accommodate the needs of the CGI-DRS project. Provider will also provide a Microsoft Azure Cloud hosting for the solution's Disaster Recovery environment.

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Exhibit B
Change Request Processing

The CGI-DRS Change Request Tool was designed to provide stakeholders a simple and consistent means to submit requests for new or modified system functionality, for management to evaluate requests, and for approved requests to be tracked through the SDLC to completion – building IT governance directly into the solution. This tool will be used across Data Management systems to support standardized and automated Change request Processing. The workflow below provides visibility into a standard Change Request process flow within the tool. The Provider will create a Change Request User Guide to support onboarding of users into the tool and management of the processes and reporting.



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Exhibit C Provider Services

1. Application Software and Reporting Design.

The Business Functional Requirement Document (BFRD) may address components including, but not limited to:

- Business objective
- Business process analysis
- Detailed requirements
- Screen mock-ups
- Design specifications
- Current and proposed process flows
- User role definition
- Field level mapping
- User testing
- Reporting specifications
- Reference documents

During BFRD development, the business analyst will socialize the change with the cross-functional teams including development, reporting, database, interface, and quality control. Feedback from the subject matter experts on these teams will be incorporated into the requirements, where applicable.

A draft BFRD will be reviewed with the CRRO and updated as needed until the content is finalized. Once completed, the CRRO will be required to approve the BFRD before development work begins. Finalized BFRDs will be posted to the appropriate CGI-DRS change request folder.

The detailed requirements in the approved BFRD will be used by the development team as the basis for system and/or reporting development. Any necessary clarifications or modifications to requirements will be provided to the development team by the Business Analyst and may require CRRO feedback. Any subsequent changes to the BFRD after CRRO approval will be documented and a revised version of the BFRD will be posted to the CGI-DRS Change Request folder.

2. Application Software and Reporting Development

Provider will use proven technologies, such as Business Process Management (BPM), and Microsoft .NET, to meet the fast moving and scalable needs of a Disaster Recovery program. The technologies will provide workflow-driven management of the business processes of the disaster recovery program or administrative function, with clear visibility into the progress, status, and task ownership for any given record. Provider technology will also facilitate rapid system design and development; allowing reusability of specific

modules as well as leveraging modules as building blocks to expand additional financial and grant management solutions as needed.

Provider will leverage the following BPM capabilities for the CRRO:

- Process management engine designed to drive the progression of work in structured or unstructured processes or cases; The BPM platform in the CGI-DRS has a comprehensive rules engine that allows implementation of workflows with dynamic roles and conditional action to allow the end user to determine the path of the process.
- Graphical model-based environment for designing processes and supporting activities; Team CGI has implemented the integration of standalone components with functionality to create user-friendly interfaces and flexible user designs.
- Capabilities to manage business rules to ensure regulatory and program compliance
- Integration document management capabilities to store files such as PDF documents and images in compliance with the record retention requirements of the Agreement.
- Ability to link processes to the resources they control such as proposals, grant activities, grantees and fund disbursements; Data captured through form interaction are stored in the repository along with the relevant system generated information about the process such as status, current assignment, and event history.
- Internet-based interaction portals that allow staff and grantees to interact with the processes they are involved on; CGI-DRS have customized views (todo and watch lists) to enable users to understand tasks assigned, require action, and monitor for process flow.
- Integration with external application and data sources; CGI-DRS will support multiple integration points with internal sources and external systems.
- Active analytics engine for monitoring performance in areas such as processes, resources, grant activities and fund balances;
- Management and administration, including a management portal for administering users, roles, and deployed processes. These administrative forms allow for the delivery of user supported business rule settings, search interfaces, management of lookup tables, etc.
- Reporting to provide decision support for program stakeholders;
- Exportable data in common formats for ETL processes and advanced analytics

The Provider will use a change control tool to maintain an organized repository of the versions of all application code, integration code, reports, and deployment scripts that are deployed to the CGI-DRS production environment. Before modifying a module for a change the code is locked to prevent other users from making simultaneous modifications to the code. If a hot fix is required on a file that has been lock for development the



development manager is notified so that they can prioritize the changes, coordinate the modifications, and assess the schedule impact of the changes. Production deployment includes checking the code into production and tagging for future tracking.

3. **Application Software and Reporting Quality Control**

Provider will apply the CGI Management Foundation (CPMF), a process that which outlines the key strategies and processes that define and guide the management of the Provider and the management CRRO relationships. A key component of the CPMF, includes a quality management approach that defines the quality planning, assurance, and control activities necessary to maintain defined quality standards. Provider will leverage this set of quality standards to govern the quality control of the software and reporting deliverables requested by the CRRO.

4. **Software, Change Request Testing**

The Provider will leverage an automated testing tool to establish a base set of testing cases for regression testing and incorporate continuous evolution to increase and strengthen the test bed as part of each Change Request. The primary activities will be the creation, automation and execution of test cases; identifying, tracking and retesting defects; and creating a regression testing suite. Prior to test execution, an environmental readiness check to validate that the required environments are available and properly configured will be conducted.

Defects will be evaluated, assigned a priority and discussed with the designated CRRO SME and program managers prior to the date of deployment. All known critical and high defects are mitigated and resolved prior to the deployment of the software or report deployment into production.

5. **Application Software Maintenance**

The initial build out of the CGI-DRS contains the suite of custom software modules defined in Exhibit A of this Action Plan. The software requires ongoing maintenance, updates, and support to deliver consistent operations. The maintenance required for existing features and functionality covers a large set of tasks. Those ongoing maintenance tasks include, but are not limited to:

- Maintaining and updating documentation on changes to current functionality
- Modifying applications deployed in production to correct faults, to improve performance or other attributes
- Modifying the system to cope with changes in the software environment
- Increasing software maintainability or reliability to prevent problems in the future
- Maintaining and updating user guides
- Maintaining and updating database objects
- Modifying environments to support testing consistency across environments

- Maintaining and updating software, including scripting and workflow design, with implementation and maintenance of workflow systems for CGI-DRS BPM Applications
- Maintaining and updating client side scripting using for front end forms development
- Modifying stored procedures and writing needed queries for updating CGI-DRS BPM and modules and integration between them where required
- Managing, planning, and scheduling software builds for various applications through test, staging and production environments
- Tracking and controlling changes in Applications,
- Server, Software, Service, and Database patching, Build management

6. User Production Support

Each of the custom modules that comprise the CGI-DRS suite of software applications require varying levels of production support in order to diagnose and troubleshoot issues reported by end users and help ensure that recovery programs supported by the system(s) are able to continue to conduct their day-to-day operations. There are also various recurring tasks which are performed to verify that data from external, asynchronous systems is imported into the system to maintain CGI-DRS as the system of record for the CRRO Recovery projects. The ongoing maintenance tasks related to Production Support include, but are not limited to:

- 1st Level/Tier support provided by the CGI-DRS Help Desk
- 2nd Level/Tier support to diagnose if the request is a defect, user training/configuration issue, or if there is a potential need for a system enhancement.
- 3rd Level/Tier support to provide final diagnosis and resolution path with cross functional teams including business, database, application, network, and infrastructure.
- Examples of reoccurring tasks include, but are not limited to:
 - Handling requests for moving grant applications to and from various points in their respective workflows via database updates and script execution
 - Data migrations from external data sources
 - Imports of financial transactions which do not originate in CGI-DRS
 - Integration for automated transfer of grant payments to Hacienda's (or other) treasury system
 - Modifications to funding classifications via database updates in support of HUD DRGR Reconciliation

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- Mass updates to programs or activities budgets as requested by the CRRO finance team
- Mass upload and/or reclassification of attachments/supporting documentation to grant applications
- SharePoint scripts to support uploads of Business Object (BO) Reports and large data extracts

7. Systems Integration Layer

The integration between CGI-DRS and external systems maintained by partner agencies, partner authorities, state and federal oversight agencies, and other vendors to the project are critical to the day-to-day operations of the CRRO Recovery project as a whole.

Maintenance of these integration layers include, but are not limited to, updating of existing integration points, providing new integration as required, and the support of the initial integration points:

8. Database

As the system of record for the CRRO's Recovery programs, the CGI-DRS suite of custom software applications employs a number of distinct databases in order to manage and maintain the vast amount of data created and modified on a daily basis by each of the program stakeholders that interact with the CGI-DRS system. In order to maintain the integrity and availability of the data, continual monitoring, and updating, tuning, and general maintenance of each of the databases must occur on a regular basis. The following list of activities provides examples of the types of tasks undertaken continually by Provider in order to maintain the CGI-DRS databases:

- Change data capture (CDC) process maintenance
- Archiving audit logs
- SQL services maintenance
- Database object level change (DDL) maintenance
- Database backup maintenance
- High Availability & Disaster Recovery Status: Check Database Replication & Database Mirroring Status & Troubleshoot/Document, if there are any Errors in Log.
- SQL Database Index Fragmentation Status: Review an Index Fragmentation Level Report on SQL Databases & perform necessary action (Reorganize/Rebuild).
- SQL Database Index Tuning: Tune SQL Databases & Build necessary Indexes based on workload Data Report.
- Database Data/Log Files Size Status: Shrink Database Data/Log Files to free up Disk Space, if those are larger than necessary.

- SQL Server Drive Space Status: Validate/Monitor available Free Space on Server Drives to accommodate Databases Data/Log Files, Database Backup Files, Batch Processes, Trace Files, etc.
- Daily Checksum reports to verify the Replication Process
- Daily Historical Data Import
- Daily Support for all Database Updates and Requests
- Database Updates to support Software and Reporting changes
- Server, Software, Service, and Database patching
- Quarterly Updates of Quarterly Progress Reporting (QPR) in Production
- SQL Server Performance Status: Review the Performance Metrics (Buffer Cache Hit Ratio, Page Life Expectancy, I/O and Network Performance, Long Running Queries, Average CPU Utilization, etc.)
- Compress Databases/Files: If databases or Transaction Logs are larger than necessary, then compress Databases/Files to free up Disk Space.
- SQL Server Drive Space Status: Validate there is sufficient storage on server drives to support the databases, backups, batch processes, etc. in the short term.
- Management of data replication processes during deployment activities
- Ad-hoc creation of data extracts to support testing and data reconciliation efforts

9. Program Reporting

The CRRO will be constantly faced with requests for data, and analyses on their data, in order to not only respond to the numerous inquiries from both internal and external entities, but also to make policy and procedural decisions which impact the direction of their recovery programs. In order to provide the program reporting support required to deliver timely responses to data requests, the Provider conducts a significant amount of development and maintenance tasks on a regular basis. These tasks include, but are not limited to:

- Report definition and documentation
 - Reports development
 - Ad-Hoc data extracts
 - Create ad-hoc SQLs
 - Format ad-hoc data extracts for end user consumption
 - Save ad-hoc reports and queries for future reference
 - Modifications to existing reports
 - Analyze issues reported as defects
 - Test/Staging environment set up for development of report

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- Modify database objects (ex. SQLs, stored procedures, ETLs) needed for analysis and reporting
- Modify universes needed to support requirements
- Test and verify report
- Newly identified scheduled reports
 - Analyze report requests
 - Test/staging environment set up for development of report
 - Modify SQLs, stored procedures, ETLs, etc. needed for analysis and reporting
 - Modify universes needed to support requirements
 - Test and verify report
- Reports testing
 - Data setup in testing environment(s)
 - Peer review reports among development team members
 - Review and correct issues found in testing
 - Shakedown of reports while upgrading stack version
- Report deployment
 - Promote objects from test environment(s) to production
 - Set up report on scheduler for both automated email delivery and SharePoint storage
- Support
 - Manage schedules and editing distribution lists
 - Instance clean up and archiving deprecated reports
 - Remove users from distribution lists upon request/termination
 - Add or modify distribution lists for new users
- Periodic Reporting activities
 - Daily/Weekly
 - Regular tabular reports for multiple programs and multiple grants
 - Dashboards
 - Database reports
 - User management reports
 - Constituent services reports to help the team act on tickets that are pending



- Reconciliation reports between DRGR/Hacienda/CGI-DRS
- Housing reports
- Finance reports
- Federal reports

10. Data Warehouse

A key component in the CGI team's ability to provide timely, accurate, and robust responses to requests for data and data analysis is the CGI-DRS Data Warehouse. Due to the number of distinct systems which comprise the CGI-DRS suite of software applications, and the complex nature of the data contained in their respective databases, the normalization of data within the data warehouse is critical to supporting the project's reporting needs. The following list of components comprises the CGI-DRS Data Warehouse at of the date of this document:

- Process views for programs and financial data
- Combining data for forecasting
- Merging data from external systems - Hacienda, DRGR, GEMS, etc.
- Consolidating and summarizing data for faster report performance
- After the fact updates for award calculators
- Updates required for Software and reporting changes
- Load data needed for interface reporting
- Load reconciliation tables

The following list of activities provides examples of the types of tasks undertaken by the Provider to support maintenance and updates required for the proper operation of the CGI-DRS Data Warehouse:

- Data assurance
 - Confirms that the application database and the data warehouse data are in sync and provides information about data integrity
- ETL health monitoring
 - Verify ETL run times and data integrity to make sure the data is in sync
- Performance monitoring
- Disaster recovery sync
- Obsolete objects cleanup
 - Clean up tables and ETL objects that are no longer in use
- Log management and File backup
 - Archive and clean up log files and data files to help ensure there are no space issues



- Lineage management
 - Confirm that the data from every field of the data warehouse is connected/derived from a field in the application

11. **Business Objects administration**

Business Objects (BO) is a 3rd party enterprise software application which is implemented to support developing, managing, and distributing reports containing data across the recovery projects in the CGI-DRS. The following list of activities and provides examples of the types of tasks undertaken continually by Provider to properly maintain and administer the Business Objects tool:

- Repo Scan to Correct Orphan files
- Job Server and Adaptive Server memory refresh.
- CMC Backup and cleanup of unused instances
- Load Distribution and APS split
- Server recovery from Failure and core dump analysis
- Server health state monitoring and audit
- Server, Software, Service, and Database patching
- Report distribution monitoring and alerts
- BO Universe Integrity Checks
- Mandatory patch management
- BO Report Query Tuning
- BO Report universe and publication backups
- BO SharePoint reports maintenance
- DR sync and maintenance
- Audit server for license usage associated with Self Service Reporting
- Verify BO security for Self Service Reporting

12. **Disaster Recovery**

In order to maintain the Disaster Recovery environment for failover, the Provider incorporates maintenance activities as needed, including, but not limited to:

- Disaster Recovery Systems update/Systems Testing
- Disaster Recovery Application Updates/Application Testing
- Disaster Recovery Database Updates/Database Testing
- Perform Annual Disaster Recovery Test
- Document Disaster Recovery Test results
- Perform Corrective measures as part of DR readiness

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- Database Failover & Configure to DR Server for Disaster Recovery Testing
- Database Failback & Configure to Production Server after Testing

13. **Business Support**

The CRRO and its partners are responsible for the oversight and execution of numerous distinct programs operating across Puerto Rico. Much of the day-to-day operations for these programs is documented, organized, and managed within the CGI-DRS suite of applications. Meeting the technology needs of a diverse user base of this size requires a significant amount of business support from the Provider to help ensure that the software continues to provide the flexibility required by the CRRO's ever changing business needs and to handle exception cases. The tasks that the Provider undertakes in order to provide Business support to the CRRO and its partners includes, but are not limited to:

- Business Support related to all/many programs:
 - Preparation for and conducting of PMOs/Status Meetings
 - Development and distribution of meeting minutes
 - Client stakeholder communication management at all organizational levels
 - Issue analysis, troubleshooting, escalation and remediation
 - Delivery of ad-hoc training, one-on-one or to small groups. Involves travel to various locations in Puerto Rico at times.
 - Analysis of new, or proposed new/modified, policies and procedures to determine system impacts or potential system impacts
 - Document types/scanning convention maintenance and configuration
 - Monitoring of automated notification mailboxes for bounce backs
 - Mapping the work function(s) to existing user roles, when new employees join the project or change roles, and other user access management
 - Development and confirmation of requirements for minor modifications to sharePoint document libraries
 - Development and confirmation of ad-hoc reporting requirements and delivery of reports
 - Development and distribution of data migration templates, and associated collection, validation, and processing.

14. **Helpdesk**

In order to provide Level/Tier 1 support to the end users of the CGI-DRS modules and applications, the CGI Helpdesk is available from 7AM-6PM AT, five days a week. The CGI-DRS helpdesk receives requests for support per week, via phone calls, emails, and in person from users located on site at the CRRO. Each of these requests are documented, tracked, and resolved within the CGI-DRS Service Desk application. The activities that the Helpdesk staff conducts on a regular basis include, but are not limited to:

- Support:

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- Email support
- Remote support
- Phone support
- On-site support
- Portal support
- Incident management
- User Administration:
 - User activity
 - Security management
 - Password management
 - Basic training
- Communications:
 - System wide communications (user community)
 - Issue escalations
- Service Desk maintenance:
 - Data clean-up
 - Report list clean-up
 - Template review/updates
 - Software review/updates/maintenance
 - Archiving
 - Integrity checks
- Service Desk Report development and distribution:
 - Weekly reports
 - Ad-hoc reports
 - HD canned reports
 - Report management
- Documentation
 - User/security roles list
 - Help Desk Spreadsheet updates/review
 - Help Desk Documents updates/review
 - Help Desk Process documentation updates/review
- Testing support:





- Regression testing

15. Project Management

In order to support and coordinate each of the tasks described above, the Provider team must maintain sufficient Project Management support. These tasks can be internal to the Provider team, in direct support of the Recovery Programs managed by CRRO, and/or in support of requests made of the team by the CRRO or CGI-DRS Project Manager. These project management tasks serve to maintain the communication and feedback loops necessary to maintain the daily operations and forward movement of an IT project of this magnitude and the level of staffing required to continually deliver complex solutions on extremely tight deadlines. The project management tasks undertaken by the CGI team include, but are not limited to:

- Time management support
- Scope management support
- Resource leveling
- Weekly status reporting
- Weekly project plan maintenance
- CRRO/Partner stakeholder PMO meetings
- Risks and issues management and support
- Quality assurance processes and support
- Release/deployment management

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**Exhibit D
Milestone / Deliverable Examples**

As mutually agreed or through change requests pursuant to Section 2 and Exhibit B, CGI will provide the following types of deliverables and milestones on a time and materials basis.

Types of Milestones and Deliverables	Comments
Module(s) Installation	Exhibit A provides a list of modules In-Scope for this Action Plan. Each module installation will be representative of a milestone within the Services.
Status Report(s)	Updates provided to CRRO whether in Email or formal Reports created to provide updates related to the delivery of Services for the Action Plan.
Technology Roadmap	Technology planning and forecasting helps keep CRRO priorities defined early and often. The roadmap document enables senior leadership to manage development and focus efforts where they can have the largest impact.
Performance Management Plan	The Performance Management Plan will detail activities and measurements applicable to each of the service metrics in Exhibit F. The Provider and the CRRO will collaborate to address the tradeoffs between economy and improved performance. Performance management activities to be addressed shall include, benchmarking and performance monitoring.
Governance Guide	The Governance Guide will be developed jointly to align across governance processes between organizations and position regular steering committee meetings, organizational structure, and process for escalation and management to consistent successful delivery across the Program.
Development of Plans	Examples of Plans include: Project Plan, Conversion Plan, Implementation Plan, Testing Plan, and Deployment Plan.
Approach Document(s)	Examples of Approach Documents includes: Conversion Approach, Implementation Approach, Testing Approach, Deployment Approach, Production Rollout Approach, Architecture Approach,

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Types of Milestones and Deliverables	Comments
Design Document(s)	Design Documents include but are not limited to Business / Functional Requirements Design Document, Technical Design, Functional Design, Architectural Design.
Test artifacts	Testing automation documentation, test, strategies, plans, scripts/cases, test data, test results
Training	This includes training of Provider tools like Change Management and Invoice Processing as well as assisting the CRRO's Operational team in the development of User Training materials for the CGI-DRS.

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Exhibit E
Provider Rate Card

Rates provided are through June 20, 2019. Thereafter the rates for each year will be increased by the annual consumer price index for all urban consumers as defined and reported for the previous year by the United States Department of Labor, Bureau of Statistics.

Rate Categories	Apr18 - Jun 18	Jul 18 - Jun 19
	2017-18 FY*	2018-19 FY*
Engagement Manager	\$236.00	\$236.00
Project Manager	\$235.00	\$235.00
Deputy Project Manager	\$217.00	\$217.00
Functional Lead	\$169.00	\$169.00
Technical Architect	\$187.00	\$187.00
Project Management Office	\$130.00	\$130.00
Regulatory Subject Matter Expert	\$217.00	\$217.00
Regulatory Subject Matter Expert	\$217.00	\$217.00
Regulatory Subject Matter Expert	\$217.00	\$217.00
Regulatory Subject Matter Expert	\$217.00	\$217.00
Solution Architect	\$190.00	\$190.00
Business Process Lead	\$190.00	\$190.00
Business Process Analyst Sr	\$169.00	\$169.00
Business Process Analyst Int	\$150.00	\$150.00
Business Process Analyst Int	\$150.00	\$150.00
Business Process Analyst Jr	\$140.00	\$140.00
Business Intelligence Lead	\$144.00	\$144.00
Software Engineer Sr	\$169.00	\$169.00
Software Engineer Int	\$135.00	\$135.00
Software Engineer Int	\$135.00	\$135.00
Software Engineer Jr	\$85.00	\$85.00
Database Lead	\$183.00	\$183.00
Software Engineer Sr	\$169.00	\$169.00
Database Administrator Sr	\$140.00	\$140.00
Database Administrator Int	\$106.00	\$106.00
Database Administrator Jr	\$82.00	\$82.00
Test Lead	\$144.00	\$144.00
Test Automation Lead	\$144.00	\$144.00
QA Analyst Sr	\$140.00	\$140.00
QA Analyst Int	\$125.00	\$125.00
QA Analyst Jr	\$116.00	\$116.00
QA Analyst Jr	\$116.00	\$116.00
Business Analyst Sr	\$125.00	\$125.00
Business Analyst Sr	\$125.00	\$125.00
Business Analyst Int	\$111.00	\$111.00



Business Analyst Jr	\$96.00	\$96.00
Business Analyst Jr	\$96.00	\$96.00
Technical Lead	\$183.00	\$183.00
Technical Analyst Sr	\$120.00	\$120.00
Technical Analyst Int	\$72.00	\$72.00
Technical Analyst Jr	\$53.00	\$53.00
Technical Lead	\$183.00	\$183.00
Programmer Analyst Sr	\$120.00	\$120.00
Programmer Analyst Sr	\$120.00	\$120.00
Programmer Analyst Int	\$110.00	\$110.00
Programmer Analyst Int	\$110.00	\$110.00
Programmer Analyst Jr	\$91.00	\$91.00
Help Desk Lead	\$120.00	\$120.00
Help Desk Analyst Sr	\$77.00	\$77.00
Help Desk Analys Int	\$69.00	\$69.00
Help Desk Analyst Jr	\$65.00	\$65.00
Help Desk Analyst Jr	\$65.00	\$65.00
Help Desk Analyst Jr	\$65.00	\$65.00
Language Specialist Sr	\$87.00	\$87.00
Language Specialist Int	\$72.00	\$72.00
Language Specialist Jr	\$59.00	\$59.00

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Exhibit F
In-Scope Expanded Modules

1. Application Management - Grant Program Management

The CGI-DRS is designed so that the Application/Grant Program management modules can be re-used as templates for other distinct recovery programs. Below are specific recovery programs the Provider can implement, customize and leverage in support of the Comprehensive Puerto Rico Data Management solution.

- a. Housing – Small Rental Properties** Small Rental Properties module tracks a similar workflow and data as the HRP module, with the added ability to track awards and progress for the individual Units of a rental property which are eligible for disaster recovery funding. This module also contains functionality to track a renter's Low to Moderate Income (LMI) level, should that be required for grant award compliance.
- b. Infrastructure** - The Infrastructure program module template is designed to track the evaluation and scoring of applications submitted to the program for review alongside the workflow progress, pertinent documentation, and funds disbursed to chosen awardees.
- c. Demolition** – The unfortunate reality of any DR project is that not all damaged structures can or should be restored in the same location as they were prior to the disaster. The Demolition module provides much of the same functionality as described for the other modules above, while also ensuring that the proper tracking of titles, permits, and other required documentation is obtained and stored as per program policies and procedures.
- d. Buyouts/Acquisitions** – In the aftermath of a disaster, government entities often explore buyouts of privately held land and properties or acquiring easements on private land, in order to bolster mitigation and resiliency efforts in a particular area. The Buyouts/Acquisitions module template is designed to track project areas, titles/deeds, legal proceedings, disbursements, and workflow progress associated to each individual application/property.
- e. Local Government Services** – Natural disasters not only levy stress onto the victims of the storm, but also onto the services of the local governments serving those victims. DR projects often provide recovery funding directly to Local Governments and their entities in order to assist them with gaps in their funding incurred due to responding to the disaster. The CGI-DRS provides a template to allow local government representatives to interact directly with the system providing: application intake, workflow-driven grant award and management, funds disbursement, and compliance and monitoring functions.

- f. **Planning** – Recovering from any natural disaster also includes putting resources and funding towards planning efforts aimed at helping to mitigate the effects of future disasters. Similar to the Local Government Services module, the Planning module template allows for intake and management of the grant application, interactions with the local governments administering the planning programs, and managing the funds disbursement, compliance, and monitoring functions.

2. Custom Functionality – Finance/Monitoring & Compliance/Environmental

Provider has developed additional custom functionality using both the BPM and .NET technologies underlying the core of the CGI-DRS. These modules can also be customized for the CRRO and re-used, as well as standing as examples of the types of custom software functionality that can be incorporated in the CGI-DRS.

- a. **Multi-Applicant Invoice** – This module supports the ability across many programs to process certain invoices received in bulk in support of multiple grant agreements, to be attributed across each individual grant award recipient in a particular program. The Multi-Applicant Invoice module allows for one invoice to be received by program staff, for it to be attributed across multiple grant awards as necessary for budgeting and transparency, and for supporting documentation to be associated with each individual grant award to meet record retention requirements.
- b. **Homeowner Resettlement** – Distributing recovery funds to storm victims through housing programs can be a timely process due to the rules and regulations which must be followed. Homeowner Resettlement programs are established in order to both distributes funding quickly and incentivizes citizens to remain in communities while they recover from the storm. The CGI-DRS provides a template for maintaining records of payments made to eligible recipients and tracking the compliance requirements of their awards.
- c. **Environmental Review Requests** – All CDBG-DR funded construction projects require Environment Reviews to be conducted on site in order to determine the environmental impact and risks of the particular projects. The CGI-DRS contains a standalone Environmental Review Request module to support grant programs executed under CRRO purview, but may not have their own grant management module within the CGI-DRS.
- d. **Recovery Program Management** – As recovery programs grow and mature, the need for grant-wide visibility into individual program budgets, finances, policies, procedures, and reporting compliance only grows. The Recovery Program Management module integrates with other modules across the CGI-DRS to provide the primary grantee with information from across the solution at-a-glance while also providing a location for the central storage of administrative communications and documentation.





**CGI TECHNOLOGIES AND SOLUTIONS INC.
ACTION PLAN No. 4**

This Action Plan Number 4 (“Action Plan”) is issued pursuant to the Professional Services Agreement for Data Management Services after Hurricanes Irma and Maria dated as of June 7, 2018 (the “Agreement”) between the Central Recovery and Reconstruction Office (“CRRO”), and CGI Technologies and Solutions Inc. (“Provider”).

1. Effective Date of this Work Order.

This Action Plan is effective as of June 7, 2018.

2. Services to be Performed.

Under this Action Plan Provider will execute professional services (“Services”) required by the CRRO to set-up the foundation for additional Action Plans to build a comprehensive Data Management System for Disaster Recovery Federal Granting Programs, a Transparency Reporting Website Portal, and associated data management services as directed by the CRRO.

Provider’s efforts to deliver the Services under this Action Plan are referred to in this Action Plan as the “Project.”

Provider will provide the work products (“Deliverables”) identified in Section 3 of this Action Plan on fixed price per deliverable basis.

3. Deliverables.

The table below identifies the Deliverables to be provided to the CRRO under this Action Plan. Review / Acceptance procedures and criteria have been specifically identified for each deliverable.

Ref #	Deliverable Name	Description	Deliverable provided to CRRO	Review/ Acceptance
1	Status Report Template	Status Report will provide the summary of services delivered by the Provider as well as outstanding items for CRRO attention or planning.	Status Report Template	CRRO to review and respond via email with all requested changes or acceptance within 5 days from submission. If no email response is receive from CRRO within 8 days of submission, the

				deliverable is deemed accepted.
2	COR3 Collaboration Portal	An online collaboration site accessible to all teams reporting to CRRO. The purpose is to support knowledge management, record keeping, and collaboration.	Availability of a Site for COR3 collaboration	Payable upon delivery to coincide with Agreement Execution.
3	I.T. Governance Guide	A project artifact detailing the agreed upon approach for project governance including an executive steering committee, status reports, change request management, deliverable acceptance, and other related documentation and processes.	Governance Guide for COR3 Review	CRRO to review and respond via email with all requested changes or acceptance within 5 days from submission. If no email response is received from CRRO within 8 days of submission, the deliverable is deemed accepted.
4	Infrastructure Design	Effort necessary to complete a network topology and hardware list.	Network Topology document detailing hardware required for infrastructure stand-up	Payable upon delivery to coincide with Agreement Execution
5	Software Licensing	Documentation of all software license requirements to include pricing and terms for CRRO purchase.	List of software licenses to procure	Payable upon delivery to coincide with Contract Agreement
6	SIROMS base code transfer process document	A transfer document outlining the process to be executed to transfer the SIROMS base code to	SIROMS System Transfer Plan Document	Payable upon delivery to coincide with Contract Agreement

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		the CRRO's hosted environment.		
7	I.T. Standard Templates	A list of recommended templates to use in support of I.T. governance and SDLC (Requirements Definition, Automated Testing, Test Scenarios, User Acceptance Testing Checklists, etc.).	List of recommended templates	CRRO to review and respond via email with all requested changes or acceptance within 5 days from submission. If no email response is received from CRRO within 8 days of submission, the deliverable is deemed accepted.
8	Transparency Portal Design (Draft)	Initial, current-state of Draft design / wireframe for COR3 transparency portal.	Draft Design for transparency portal	Review period of 4 days upon receipt. CRRO will respond with all requested changes or acceptance via email. Provider will execute requested changes within 2 days post review, followed by a 3 day CRRO review of incorporated changes and formal email acceptance. Acceptance is for initial draft and will not be unreasonably withheld. If no email notification is received within 5 days the deliverable is deemed accepted.
9	Assessment of existing technologies	A report detailing an analysis of the current state of existing technologies supporting relief and recovery	Assessment of Existing Technologies Report	CRRO to review and respond via email with all requested changes or acceptance within 5 days from

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		functions and recommendations for future planning.		submission. If no email response is received from CRRO within 8 days of submission, the deliverable is deemed accepted.
10	Staff onboarding activity	A list of current staff and the onboarding activity associated with each member (system access, acceptable use and other program policy training, project governance training, etc.).	List of anticipated Team CGI, along with CGI team training list for project	Payable upon delivery to coincide with Contract Execution

4. Compensation

A. Method: Provider will invoice the CRRO, and CRRO will compensate Provider, for Services on a fixed price per deliverable basis. The amount of \$384,805.00 will be invoiced upon execution of the Agreement as outlined in the Review/Acceptance column of the table above. The remaining deliverables are subject to Section 4.2 Services Fees under the Agreement. Total value of this Action Plan is \$755,437.00. Deliverable Acceptance is defined as the acceptance by CRRO for payment of the deliverable.

The list of Deliverable payments is provided below. For avoidance of doubt Ref # 2, 4, 5, 6, 10 will be invoiced and are payable upon execution of the Agreement, and Ref # 1, 3, 7, 8, 9 will be invoiced and are payable upon acceptance in accordance the acceptance criteria specified in the table in Section 3.

Ref #	Deliverable Name	Cost	Location Work Performed
1	Status Report Template	\$ 5,022.00	Continental United States
2	COR3 Collaboration Portal	\$ 50,218.00	Continental United States
3	I.T. Governance Guide	\$ 15,065.00	Continental United States
4	Infrastructure Design	\$ 54,652.00	Puerto Rico
5	Software Licensing	\$ 29,935.00	Continental United States

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6	SIROMS base code transfer process document	\$ 75,000.00	Puerto Rico
7	I.T. Standard Templates	\$ 125,545.00	Continental United States
8	Transparency Portal Design (Draft)	\$ 150,000.00	Puerto Rico
9	Current System Assessment Report	\$ 75,000.00	Puerto Rico
10	Staff onboarding activity	\$ 175,000.00	Continental United States
	Total	\$ 755,437.00	

- B. Invoices. Invoices for Deliverables will be submitted in accordance with Section 4.2 Services Fees in the Agreement. Invoices will be provided to the CRRO specifying the deliverable(s) and amount.
- C. Reimbursable Expense. Expenses will not be applicable for this Action Plan.
- D. Payment Terms. The CRRO will pay in accordance with Section 4.2 Service Fees in the Agreement.
- E. Taxes. Invoices will be submitted with appropriate tax grouping to CRRO. Likewise Services tax liability will be identified with regard to Deliverable(s) in Puerto Rico versus services delivered outside of Puerto Rico.

5. Action Plan Managers.

The Action Plan Managers are:

CGI Technologies and Solutions Inc. (Provider)	CRRO
Darla Bassetti	Omar Marrero

6. Other Resources and Responsibilities of CRRO and Provider.

- A. CRRO and Provider will assign their own respective dedicated project managers that will be responsible for executing the mutually established schedule and resolving issues in a timely manner.
- B. CRRO and Provider project managers will ensure adequate and timely participation of their respective Personnel and departments as necessary to facilitate the timely progression of the Services.
- C. CRRO will identify and supply Provider with access to CRRO Personnel or their delegates, empowered to provide reviews and approvals on behalf of CRRO on a timely basis; likewise, Provider will identify and provide sufficient Provider Personnel to provide the Services in a timely manner.



- D. Workspace will be provided by CRRO for Provider resources located in Puerto Rico.
- E. All business meetings and documentation will be conducted in English unless otherwise mutually agreed upon. Provider understands the need for bilingual support and have it included in our solution, but the majority of the team will be comprised of English-only speakers..

7. **Assumptions.**

- A. Provider's obligation and commitment to perform services assumes timely payment of all invoices.

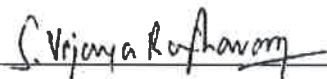
8. **Other Provisions.**


N/A

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

Central Recovery and Reconstruction
Office of Puerto Rico (CRRO)

By: 

By: 

Name: Vijaya R. Srinivasan
Title: Senior Vice President
Date: June 7, 2018

Name: Omar J. Marrero, Esq.
Title: Executive Director
Date: June 7, 2018



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APPENDIX D

LIST OF CERTIFICATIONS PROVIDED BY PROVIDER

Tax Certificates 6096 and 6088



Certification
6088.pdf



Certification
6096A.PDF

Employer Compliance Certificate:



Certificacion.ashx.p
df

A handwritten signature in black ink, appearing to be 'SVR'.

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APPENDIX E**SUPPLEMENTAL TERMS FOR MANAGED SERVICES**

This Appendix E (Appendix) is a supplement to the terms and conditions of the Agreement and shall apply to CGI's provision of Managed Services under an Action Plan.

1. DEFINITIONS

Capitalized terms used in this Appendix will have the meanings given below or in the context in which the term is used, as the case may be. All other capitalized terms used in this Appendix, and not defined herein shall have the meaning set forth in the Agreement.

- A. "CGI Materials" shall have the meaning set forth in Section 4.A.
- B. "CGI System" means, collectively, all of the components of the infrastructure and computing environment used by CGI to perform the Services, whether owned by CGI or its suppliers, including the Managed Application(s), CGI or third party facilities, hardware, operating systems, software applications and associated databases, tables, data and documentation and training materials. "CGI System" excludes Managed Application(s) to the extent the Managed Application is a third party product provided to CGI by Client.
- C. "Client" means the CRRO.
- D. "Content" means any information, data, and any other materials placed by Client and/or its customers and/or by CGI on the Client's behalf onto the CGI System.
- E. "Managed Application(s)" means the proprietary software application(s) listed in the Action Plan, if any, that will be hosted and operated for use in providing Services to Client.

2. PERFORMANCE OF THE SERVICES

- A. **General.** Unless and except to the extent the applicable Action Plan expressly provides otherwise, Client shall use the Services only for Client's internal business purposes, not for resale or otherwise for the benefit of third parties.
- B. **Service Levels.** CGI will perform the Services in a manner that meets or exceeds any applicable Service Levels set forth in a Service Level Agreement attached to the Action Plan authorizing the Services. For any failure of the Services to meet or exceed the applicable Service Levels, Client's remedy shall be as specified in the



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Service Level Agreement. Such remedy will be Client's sole and exclusive remedy and CGI's sole and exclusive obligation and liability in respect of such failure.

- C. **Use of Third Party Suppliers.** Client acknowledges that CGI may obtain products and services used in providing the Services from, and otherwise delegate obligations hereunder to, its Affiliates or other third party suppliers. Unless specifically indicated otherwise, CGI shall nevertheless be responsible to Client for performance of the Services based on the use of such Affiliates or third party suppliers.
- D. **Right to Make Changes to the CGI System.** CGI may make any changes in the CGI System used in performing the Services that CGI determines in its sole discretion to be necessary or appropriate, including changes in facilities, computer hardware, systems and/or applications software, programming languages, data communications, and location of systems and service equipment. CGI will provide prior notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting Client's use of the CGI System.

3. CERTAIN CUSTOMER RESPONSIBILITIES FOR MANAGED SERVICES

- A. **Client Data and Information.** Whenever CGI's performance of the Services is dependent upon Client's furnishing CGI with a Managed Application, Client interfaces, connectivity, data, documents, information, materials or approvals, Client shall furnish such items in a timely fashion in a reasonable format specified by CGI, or such other format as mutually agreed by the Parties in writing. Client is responsible for ensuring that all physical media that Client furnishes to CGI for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. Client is also responsible for the adequacy and accuracy of all data and information that Client furnishes to CGI and the results obtained therefrom. Client warrants that any Client-provided specifications or requirements around which Services are configured will be in compliance with applicable federal, state and local laws and regulations. Client warrants that it has acquired all necessary licenses and consents from third party vendors for those Client-provided items required for CGI to perform Services hereunder.
- B. **Access to and Use of CGI System.** If it is necessary for Client to access and use the CGI System in receiving the Services, Client agrees that use of the portion of the CGI System to which access is given shall be (i) in compliance with the terms of the Contract Documents and federal, state and local laws and regulations and communications common carrier tariffs applicable to CGI, (ii) solely for Client's own internal use in receiving the Services, unless otherwise permitted under the Action Plan, and (iii) for proper business purposes. Client will not disclose, download, decompile or re-engineer any Managed Application provided by CGI or its licensors and used in the performance of Services. As part of CGI's security measures, it may assign to Client one or more user or identification codes and

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associated passwords that will enable Client and its users to access the CGI System. Client agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its employees and, where permitted, its contractors. Client agrees to comply with any rules of operation and security procedures established by CGI for access to and use of the CGI System. Client agrees that neither it nor its employees or agents will attempt to gain or allow access to any data, files or programs of CGI to which they are not entitled under the Contract Documents, and that if such access is obtained Client will immediately report such access to CGI, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. Client will be responsible for the actions of its employees, agents, and permitted contractors in connection with their access to and use or misuse of the CGI System.

- C. **Content.** Client warrants that (i) the Content does not and will not contain unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind and does not and will not violate any right of privacy or publicity, (ii) the Content transmitted during the term of the Agreement and the use of the CGI System pursuant to the Contract Documents will not encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws, codes, ordinances or regulations, and (iii) Client shall not attempt to gain unauthorized access to other computer systems, any application/service for which Client has not paid fees to use, or data and information belonging to others that is also hosted on the CGI System. Client warrants that it will not propagate computer worms, disabling codes or viruses or use the CGI System to make unauthorized entry into any other computer or machine.
- D. **Compliance with Laws.** The Parties shall be responsible for ensuring that the Services will comply with all laws, rules, and regulations and decisions imposed by any jurisdiction in which the Services are received or used.

4. PROPRIETARY RIGHTS

- A. **Ownership.** CGI (or its licensors or suppliers, as the case may be) will retain ownership of all components of the CGI System, excluding any Client-provided Managed Application, and all intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Services, including any successors, updates, extensions, derivatives, translations or enhancements of any of the foregoing (in whole or in part, collectively referred to as the "CGI Materials"). Except as permitted by the Contract Documents or as CGI may agree in writing in advance, Client will not copy or use any CGI Materials in any way that is not authorized by the Contract Documents. Any permitted copies of the CGI Materials (including derivative works to the extent they incorporate or are based on any CGI

Materials) made by or for Client are and will remain the property of CGI (or its licensors). Client will reproduce and include on any permitted copies of the CGI Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the CGI Materials.

- B. Grant of Limited License to CGI.** Client hereby grants to CGI during the term of the applicable Action Plan a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use, in compliance with the Contract Documents and for the sole purpose of performing the Services for Client, the Client-provided Managed Application(s), and any Content furnished to CGI by or on behalf of Client. As between CGI and Client, Client will retain ownership of all such Content.

5. TERMINATION

- A. Transition Services.** In connection with termination or expiration of any Action Plan, Client may request CGI assistance in migrating Client's processing being performed by CGI under that Action Plan to the control of Client or an alternate vendor designated by Client. Provided Client is current in its payment to CGI under the Contract Documents, CGI will perform reasonable transition services under a separate Action Plan for a period of up to six (6) months on a time and materials basis at CGI's then current Professional Services Rates. During the transition period, CGI will provide Client a copy of Client's data in an agreed format, as required for the transition. CGI may provide additional transition services as mutually agreed between the Parties. At the end of the transition period, Client will return to CGI any CGI Materials in Client's possession or control and cease all access to the CGI System.
- B. Payment upon Termination.** Client will be responsible for paying CGI's transition services, for any Services CGI continues to provide at Client's request during the transition period, and any early termination fees as further provided in an Action Plan.

6. ADDITIONAL REMEDIES

- A. Errors in Processed Data.** Client shall be solely responsible for reviewing the accuracy of any processing output provided by CGI prior to making use of such output, including responsibility for output reports. If any such results are inaccurate due to the fault of CGI, CGI's sole obligation shall be to reprocess the affected data at no additional charge to Client. If any such results are inaccurate due to the fault of Client, Client shall provide corrected data and CGI shall be paid by Client on a time and materials basis to reprocess the corrected data. CGI shall not be responsible or liable in any other manner for any such results (whether foreseen or unforeseen). If Client has not notified CGI in writing of any claimed errors in such

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results within ten (10) days after receiving them, such results shall be deemed to have been accepted by Client.

- B. Loss of Client Data.** If Client data is lost, corrupted or destroyed while in the possession or control of CGI due to CGI's fault or negligence, CGI will use commercially reasonable efforts to reconstruct such data at CGI's expense provided any files, data, programs or other information that may be necessary to accomplish such reconstruction but which are not in CGI's possession or control are promptly furnished to CGI by Client upon request. If CGI is unable to satisfy its obligations under this Section 7.B, CGI's liability to Client will nevertheless be limited in accordance with the provisions Article X of the Agreement.

7. RECORDS AND AUDIT

- A. Records.** Client and CGI each agree to keep clear and accurate records relating to their activities under the Contract Documents for at least the immediately preceding two (2) years from any point in time during the term of this Agreement.

B. Client-required Audits Related to CGI Hosting Services.

- (1) Audit Regarding Invoiced Amounts and Service Levels. Upon thirty (30) days prior written request, Client will be allowed to conduct an audit reasonably necessary to verify: (i) amounts invoiced to Client for the CGI hosting Services, and (ii) CGI's reports on Service Levels.

CGI will provide reasonable access to relevant CGI personnel, books and records necessary to conduct the foregoing audit, to (i) Client's internal auditor, and (ii) a nationally recognized audit firm appointed by Client. Such audits will be conducted at Client's expense and may be conducted periodically during the term of this Agreement, but not more than once per contract year, except for more frequent audits reasonably necessary to confirm that deficiencies identified in the preceding audit have been effectively addressed. Such additional audits will be subject to terms and conditions to be agreed upon by the Parties.

- (2) Confidentiality of Audits. Where applicable for the purpose of this Section, Client's external auditor must provide CGI with Client's written authorization to act as its external auditor and will then be deemed to be Client's representative. No proposed auditor will be a competitor of CGI. Any external auditor retained by Client in connection with such audits will execute a non-disclosure agreement reasonably acceptable to CGI. All audit reports contemplated by this Section and their content will be deemed confidential information and will be subject to the confidentiality provisions contained in Article VI of the Agreement.

- (3) Cure of Deficiency. In the event that an audit contemplated by this Section identifies a deficiency that causes or may cause a material breach of CGI's

obligations under the Agreement, CGI will (i) cure such deficiency within a commercially reasonable time period given the nature of the deficiency, and (ii) confirm such cure to Client.

- C. **Client Audits Not Related to CGI Hosting Services and CGI Audits.** In order for Client to verify amounts invoiced to Client for the CGI Services not related to hosting, and for CGI to verify Client's compliance with the Agreement, each party shall have the right to have an independent third party (the "Auditor") audit such records of the other party, no more than once every twelve (12) months. Any such audit shall be conducted during regular business hours and in such a manner so as not to interfere unreasonably with normal business activities, and the party requesting the audit shall provide reasonable advance written notice of such audit to the other party. The party requesting the audit shall bear the expenses of any such audit. Client shall promptly pay any amount found due and owing to CGI, in accordance with this Section 7.C. If the audit reveals an overpayment, CGI shall promptly refund the overpayment to Client. The Auditor may not be paid on a contingency or other basis related to the outcome of the inspection, and shall execute a confidentiality agreement with the party requesting the audit in a form reasonably acceptable to the Parties that prohibits the Auditor from otherwise divulging to third parties or using information obtained in connection with the inspection.
- D. **Security Policies.** Access to CGI's facility requires advance notice and must be in accordance with all terms of the Agreement as well as compliance with CGI's then-current security and confidentiality policies and procedures, which includes but is not limited to being accompanied by CGI at all times.