



 PRITS-2026-004
Service Contract Opportunity Notice (SCON)

Business Continuity & Disaster Recovery Plans and Template Developments

State And Local Cybersecurity Grant Program

SCON Release	August 21 st , 2026
Deadline for Submitting Questions or Requests for Clarifications	August 26 th , 2026
Publication of Responses	August 28 th , 2026
Proposal Submission Deadline	September 2 nd , 2026

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Acronyms and Definitions

ACRONYMS	MEANINGS
API	Application Programming Interface
BCP	Business Continuity Plan
BAFO	Best and Final Offer
BIA	Business Impact Analysis
CBCP	Certified Business Continuity Professional
CFR	Code of Federal Regulations
CIIO	Chief Innovation and Information Officer
CISA	Cybersecurity & Infrastructure Security Agency
DRP	Disaster Recovery Plan
DHS	Department of Homeland Security
EN/ES	English/Español
FAQs	Frequently Asked Questions
FOMB ¹	Financial Oversight and Management Board for Puerto Rico
FY	Fiscal year
GPR	Government of Puerto Rico
ISO	International Organization for Standardization
IT	Information Technology
KPI	Key Performance Indicator
KRI	Key Risk Indicator
M/WBE	Minority and Women Owned Business Enterprises
MEF	Mission-Essential Functions
MFT	Master File Table
MTD	Maximum Tolerable Downtime
NIST	National Institute of Standards and Technology
POC	Point of Contact
PRITS	Puerto Rico and Technology Service
QA	Quality Assurance
QC	Quality Control
RA	Risk Assessment
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RUP	Single Provider Registry (Registro Único de Proveedores)
SCON	Service Contract Opportunity Notice

¹ Created under the Puerto Rico Oversight, Management, and Economic Stability Act of 2016 (PROMESA).

SLCGP	State and Local Cybersecurity Grant Program
SLT	State, Local, & Territorial
SP	Special Publication
UEI	Unique Entity ID

The following terms shall have the meanings indicated below, which shall apply to both their singular and plural forms:

1. **“Addendum” or “Addenda”** refers to a written or graphic document issued by the PRITS before the Proposal Due Date which modifies or interprets the SCON using additions, deletions, clarifications, or corrections.
2. **“Authorized Representative”** refers to the person authorized to bind the Proposer in matters related to the SCON and the Contract. This is the person authorized to sign for the project.
3. **“Award Winner” or “Contractor” or “Selected Proposer”** means a Bidder or Proposer awarded a Contract resulting from this SCON.
4. **“Bidder”, “Proposer”, or “Respondent”** means a(n) (i) legal person, (ii) joint venture, or (iii) partnership, or (iv) consortium of partnerships, and/or companies or other entities that submit a response to this SCON that is not currently debarred.
5. **“Contract”, “Contract(s)”** refers to the agreement(s) to be executed between the PRITS and the Selected Proposer(s) in accordance with this SCON.
6. **“Evaluation Committee”** refers to the administrative body comprised of at least three (3) persons and an alternate member, if considered necessary, appointed by PRITS to review and assess the proposals (mostly execute rating and ranking) in a competitive procurement process and recommend the award of one (1) contract to the best Qualified Proposer based on the evaluation criteria herein established. The Committee may consult specialized advisers, consultants, and subject-matter experts to complete the evaluation and make final recommendations to the CIIO.
7. **“Federal Government”** 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.
8. **“Government”** means the Government of Puerto Rico.
9. **“Government Entity” or “Government Entities”** refer to any department, agency, board, commission, body, bureau, office, public corporation or instrumentality of the Government of Puerto Rico’s Executive Branch, whether existing or to be created in the future.
10. **“Key Staff”** means an individual who will play an important role in the engagement or contract resulting from this SCON.

11. **“Local Parties”** means local subcontractors or professionals and relevant service providers who are based in or have a significant ongoing business presence in Puerto Rico.
12. **“Notice of Award”** refers to the award determination or notice to be issued by the PRITS in relation to this SCON.
13. **“Proposer”** means any interested and duly qualified party that submits a complete proposal to this SCON per its terms, conditions, and requirements.
14. **“Proposal” or “Proposals”** refers to the proposal(s) submitted by Proposer(s) in response to this SCON.
15. **“Proposal Due Date”** refers to the date and time on which the Proposals are due. Proposals received after the stipulated date will not be accepted by PRITS.
16. **“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.
17. **“Qualified Proposer”** means a responsible and responsive Proposer whose Proposal meets the Submission Requirements of this SCON and obtains a technical score greater than or equal to the minimum threshold of this SCON.
18. **“Responsive Proposal”** means a Proposal that meets the Submission Requirements of this SCON.
19. **“Selected Proposer”** refers to the Proposer(s) who has been awarded a contract resulting from this SCON, if any.
20. **“SCON”** means this Service Contract Opportunity Notice and addenda, if applicable, issued by the PRITS.
21. **“Team Member”** means a member of a Proposer. Team Members should be identified in Proposer’s submissions and not be changed without the consent of the PRITS.

1. Introduction

The Puerto Rico Innovation and Technology Service (PRITS) is the Executive Branch office responsible for implementing, developing, and coordinating the Government of Puerto Rico's public policy on innovation, information technology, and cybersecurity. Under Laws No. 151-2004², 75-2019³, and 40-2024⁴, as amended, PRITS is empowered to establish and enforce measures related to the use, access, classification, and protection of government information systems.

PRITS leads the digital transformation of the Government of Puerto Rico, advancing modernization initiatives and enhancing the resilience of systems supporting public operations. In alignment with the State and Local Cybersecurity Grant Program (SLCGP), PRITS seeks to strengthen the continuity and recovery capabilities of government agencies by developing robust Business Continuity Plans (BCP) and Disaster Recovery Plans (DRP) for PRITS as a central service provider to other agencies.

This SCON solicits specialized professional services to develop and validate BCP and DRP for PRITS, including the creation of industry-standard templates for use across government entities. The plans and templates must align with recognized standards such as NIST SP 800-34, ISO 22301, and other relevant frameworks.

1.1 State and Local Cybersecurity Grant Program

The State and Local Cybersecurity Grant Program (SLCGP) aims to support State, Local, and Territorial (SLT) governments in managing and reducing systemic cyber risks. Through this program, the U.S. Department of Homeland Security (DHS) provides funding to strengthen the security and resilience of critical infrastructure and essential public services.

As part of the initial program phase, PRITS, working jointly with the Puerto Rico Cybersecurity Planning Committee, developed and approved a comprehensive Cybersecurity Plan for the Government of Puerto Rico. This plan outlines the strategic priorities necessary to advance cybersecurity maturity across agencies and municipalities.

To continue advancing the Cybersecurity Plan, PRITS will engage professional services to execute the project **PR-17 Business Continuity & Disaster Recovery Plans and Template Development** to accelerate the design and implementation of capabilities that protect government operations and data, including continuity and recovery disciplines that sustain mission-critical functions during and after disruptive events.

² Law No. 151 of June 22, 2004, as amended, Electronic Government Act.

³ Law No. 75 of July 25, 2019, as amended, Puerto Rico Innovation and Technology Service Act.

⁴ Law No. 40 of January 18, 2024, as amended, Cybersecurity Act of the Commonwealth of Puerto Rico.

Consistent with federal guidance and the Cybersecurity Plan, PRITS will align the BCP/DRP effort to recognized frameworks, which will anchor the templates, governance model, testing approach (e.g., tabletop exercises and simulations), and performance measurement across continuity and recovery activities.

All services under this SCON will be funded with federal dollars provided through the SLCGP by the U.S. Department of Homeland Security (DHS)⁵.

1.1 Timeline

All documents must be submitted on or before the deadline below.

Table 1 SCON's key dates.

SCON Release	August 21 st , 2026
Deadline for Submitting Questions or Requests for Clarifications	August 26 th , 2026
Publication of Responses	August 28 th , 2026
Proposal Submission Deadline	September 2 nd , 2026

The schedule presented in this SCON is subject to change. At the discretion of PRITS, a best and final quote offer may be requested. In such a case, the date and time me will be published on the PRITS website (prits.pr.gov). Proposers are responsible for periodically reviewing their emails and the PRITS website for updated information regarding this SCON.

1.2 Objectives

The primary objective of this SCON is to procure specialized services that design, implement, and validate a comprehensive BCP/DRP capability for PRITS, and to produce reusable templates that other GPR agencies can adopt. Objectives are structured to deliver governance, documentation, training, and validation aligned to international best practices and PRITS' legal authority:

The specific objectives of this SCON include:

1. Establish a BCP/DRP Governance Model for PRITS
 - Define roles, responsibilities, and escalation paths.
 - Formalize decision and evidence logging; integrate with PRITS oversight mechanisms and reporting cadence.
 - Align governance with PRITS' statutory authority and grant compliance requirements.

⁵ Grant No.EMW-2022-CY-00035-S01

2. Perform a Business Impact Analysis (BIA) and Risk Assessment
 - Identify mission-essential functions delivered by PRITS to other agencies, their upstream/downstream dependencies, and operational tolerances.
 - Quantify RTO/RPO, Maximum Tolerable Downtime (MTD), and interagency dependencies (e.g., identity, integration middleware, managed file transfer, APIs, shared networks).
 - Map single points of failure and resilience gaps to prioritized remediation actions.
3. Develop PRITS BCP and DRP Documentation (Standards-Based)
 - Produce PRITS' BCP (organizational continuity) and DRP (technical recovery) fully aligned to relevant frameworks.
 - Include activation criteria, communications, alternate processing strategies, staging/rollback, configuration baselines, and validation checklists.
 - Embed procedures for evidence retention, auditability, and post-incident reviews.
4. Create Reusable BCP/DRP Templates for Government-Wide Use
 - Deliver bilingual (EN/ES) templates: BIA forms, risk registers, continuity and recovery playbooks, test scripts, after-action reporting formats, and maintenance logs.
 - Provide tailoring guidance so agencies can adapt templates to their mission, scale, and technology stack.
5. Training, Orientation, and Stakeholder Enablement
 - Conduct orientation sessions and publish user guides/FAQs for staff and agency stakeholders.
 - Establish an annual training plan and tabletop exercise schedule; define participation thresholds and success criteria.
6. Testing and Validation (Exercises & Simulations)
 - Design and facilitate tabletop exercises, functional tests, and technical recovery simulations for representative scenarios (e.g., integration certificate/key rotation, identity service degradation, storage failures, ransomware containment).
 - Document results, corrective actions, and improvements; update BCP/DRP and runbooks accordingly.
7. Integration with PRITS Operations and Interagency Services

- Ensure continuity and recovery steps cover shared platforms (identity & access, ERP integrations, MFT, API gateways, collaboration services, monitoring and logging, etc.).
- Define interfaces with incident response, vulnerability management, change/release management, and vendor coordination.

8. Metrics, Reporting, and Continuous Improvement

- Establish KPIs/KRIs (e.g., exercise success rate, time-to-activation, recovery success rate, evidence quality, audit readiness).
- Provide dashboards and monthly progress reports; maintain version control and bilingual deliverables as required by PRITS.

2. SCON Procedures

This SCON shall be governed by the procedures described in the following sections:

2.1 SCON Documents Acquisition

The SCON documents are available for download at <https://www.prits.pr.gov/avisos-de-contratacion>. To download the documents, prospective Proposers must go to link above, where all procurement documents will be published. SCON documents will be available on the date and time of the Document Availability Start date stated in Section 1.2.

2.2 Addenda

PRITS reserves the right to amend this SCON at any time. Any amendments to the SCON will be issued as written Addenda. PRITS will post copies of each Addendum for all prospective Proposers to download at <https://www.prits.pr.gov/avisos-de-contratacion>. Addenda will become a part of this SCON.

2.3 Communication with PRITS

2.3.1 Point of Contact

All communications with PRITS should be directed to the sole PRITS POC, as indicated below:

Poincaré Diaz Peña

Chief Innovation and Information Officer (CIIO)

cyberfederalprocurement@prits.pr.gov

2.3.2 Questions and Request for Clarifications

- Submit queries to cyberfederalprocurement@prits.pr.gov, referencing "[PRITS-2026-004]" in the subject line. Non-compliant emails will not be acknowledged. Verbal queries are not permitted.
- Queries posted after the deadline in Table 1 will be disregarded. Responses to valid queries will be consolidated and published at www.prits.pr.gov.
- Submission implies acceptance of all SCON terms and amendments.

2.3.3 Prohibited Communications

During the proposal evaluation, Proposers or their agents are prohibited from discussing it with any PRITS employees(s) or contractor(s). This "blackout period" encompasses everyone involved, from project management to evaluation.

Only the PRITS POC can be reached by email during this time. The blackout concludes when a service agreement is finalized from this SCON. Engaging with other government representatives about this SCON while submitting is forbidden. Breaches will lead to the proposal's dismissal. Direct contact with staff concerning evaluation is prohibited.

2.3.4 Submission of Inquiries

Proposer(s) may submit questions to clarify the content or purpose of this SCON, its attachments, and its Exhibits. Proposers shall submit all questions in writing on or before the deadline established in Section 1.2 of this SCON to the electronic mailing address specified in Section 2.3.1 of this SCON. Inquiries shall be submitted by prospective Proposers using the document titled Form for Submission of Inquiries included as **Appendix VI**. Questions shall be clearly labeled and shall cite the Section(s) and page number in this SCON or other document that forms the basis of the question. Questions may be submitted in English or Spanish. Responses to all Proposers' questions will be distributed as an Addendum to this SCON on or before the date established in Section 1.2 and will be posted on the PRITS website.

PRITS reserves the option, at its sole discretion, to contact any Provider to seek clarification regarding information contained in its response or proposal but shall have no obligation to do so. The decision to contact and request clarification from a Proponent rest solely with PRITS.

All procurement documents pertaining to the procurement process, including Addenda issued by PRITS, are and will be available for download at <https://www.prits.pr.gov/avisos-de-contratacion>. All prospective Proposers must

monitor <https://www.prits.pr.gov/avisos-de-contratacion> to retrieve Addenda, if any, issued for this procurement process.

2.4 Representations for Proposal Submission

All costs associated with the response to this SCON are the sole responsibility of the Proposer. Neither PRITS, the Government of Puerto Rico, nor any of its Government Entities or its instrumentalities, or other relevant entities of the Federal Government, will be responsible for any expenses in the preparation and/or presentation of the Proposals, oral presentations, or for the disclosure of any information or material received in connection with this SCON. PRITS reserves the right, without limitations, to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any firms submitting Proposals in response to this SCON. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal. If any or all Proposals are rejected, PRITS reserves the right, without limitations, to re-solicit Proposals. By submitting a Proposal, the Proposer shall adhere to complying with all applicable Federal and Puerto Rico laws and regulations. This SCON, its award, and any derivative contract are subject to a grant agreement between the Government of Puerto Rico or PRITS, and DHS and the availability of the allocated federal funds. The Proposer(s) acknowledges and agrees that any suspension, cancellation, or termination of the federal funds allocated under the SLCGP will result in the immediate suspension, cancellation, or termination of this SCON, award, or executed contract, upon PRITS' notice. Issuance of this SCON does not constitute a commitment by the Government of Puerto Rico and/or PRITS to award a contract.

2.5 Proposal Withdrawal

After electronic submission of the Proposals, the Proposer(s) may withdraw its Proposal by written request to PRITS via email cyberfederalprocurement@prits.pr.gov at any time prior to contract award. All decisions to allow the withdrawal of a Proposal shall be supported by a written determination signed by PRITS' Contracting Officer after the Due Date.

2.6 Ownership of Proposals

All materials submitted in response to this SCON shall become the property of PRITS and will not be returned. Selection or rejection of a Proposal does not affect this provision.

3. Submission Requirements

3.1 Proposal Format

To ensure uniformity to specific requirements and prompt reference among all Electronic Proposals, the format of the Electronic Proposals shall adhere to the following parameters:

- **Page Format:** Electronic Proposal documents shall be typewritten on standard 8 ½" x 11" pages. Pages shall have a one-inch margin. Written content of the Proposal must be set at single line spacing.
- **Larger Paper for Visuals:** Larger paper (up to 11" x 17") and smaller fonts are permissible for charts, diagrams, spreadsheets, etc.
- **Language:** The Electronic Proposal and its Exhibits shall be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico in the Spanish language.
- **Signatures:** All documents within the Electronic Proposal must be signed in blue or black ink by the authorized representative(s) registered in the RUP. For multi-page documents, the Authorized Representative must also initial the top-right corner of every page. Electronic signatures are fully accepted.
- **Corporate Seal:** Electronic documents must be sealed with the Proposer's Corporate Seal when applicable.
- **Cover Page:** Electronic Proposals' cover pages shall include the Proposer's name, contact information, and mailing address, the SCON submission date, and the SCON title. The responses shall be addressed to:

Poincaré Diaz Peña
Chief Innovation and Information Officer (CIIO)
cyberfederalprocurement@prits.pr.gov

- **Organization:** Electronic Proposal documents shall be organized as per the Proposal Submission Requirements Checklist included as **Section 3.2**.
- **Completion of Forms:** All blanks on Exhibits and any other document must be completed by the Proposer. In fields that do not apply to certain Proposers, N/A (not applicable) shall be written. If filled in handwriting, documents must be completed in print type using blue color ink.
- **Signatory Information:** Below each signature, the full name of each signatory must be included.

3.2 Proposal Content and Checklist

Proposals must include the following documents in the order listed below. The forms included as part of the SCON must be completed and incorporated into the proposal. PRITS reserves the right to reject any proposal that does not fully satisfy these requirements.

Table 2 - Required information for proposal submittals.

☐	a. Cover letter signed by an authorized representative, summarizing commitment and identifying team members.
☐	b. Executive summary including proposed project approach, unique qualifications, and responsible staff (no more than 2 pages).
☐	c. Organizational chart with key roles and experience of project Leadership and Technical Staff.
☐	d. Comparable Projects: listing at least three relevant projects within the past ten years.
☐	e. Relationships and Qualifications between Proposer and any Team Members/First-Tier Subcontractors.
☐	f. Proposed Action Plan/Work Approach including understanding of project scope, implementation strategy, coordination, QA/QC measures, and risk management.
☐	g. Capacity Assessment of staff availability and level of commitment to the project.
☐	h. Evidence of financial stability including audited/reviewed financial statements, interim financial statements, line of credit or cash availability, pending litigation statement, and no bankruptcy statement.
☐	i. Organizational Documentation such as Certificates of Incorporation, Partnership Agreements, Certificates of Good Standing, and Joint Venture Agreements.
☐	j. Price Proposal using with a detailed breakdown of all costs.
☐	k. PROPOSER PROFILE (Appendix II): Companies are required to complete the provided form. Individual Proposers must submit their CV in lieu of Appendix II.
☐	l. GENERAL CERTIFICATION FORM (Appendix III).
☐	m. RUP certificate.
☐	n. Physical and mailing address of the company's main office in Puerto Rico, and the name and address of the company's resident agent, when applicable
☐	o. (OPTIONAL) Any other information demonstrating qualifications such as memberships in professional associations, or that allows the evaluation of the Proposer's capabilities to provide the services outlined in this SCON.
☐	p. (OPTIONAL) Amendments to the SCON, if applicable.

3.3 Proposal Execution Requirements

All Proposals must be properly executed by the Proposer's authorized representative, adhering to the following guidelines:

a. Individual Proposers:

- Sign the Proposal personally.
- If signed by an authorized representative, attach a dated power of attorney as evidence of authority.

b. Corporate Proposers:

- State the corporation's full legal name.
- An authorized officer must sign, with their title clearly indicated below the signature.
- Include corporate resolution demonstrating the officer's authority.

c. Joint Venture Proposers:

- All joint venture members must sign.
- If only one member signs, include the joint venture agreement showing their authority to bind the entity.
- The joint venture agreement must be executed prior to the proposal submission deadline.

d. Partnership Proposers:

- At least one general partner or authorized representative must sign.
- If an authorized representative signs, attach a power of attorney executed by all partners.

Joint Ventures and Partnerships must submit organizational documents for all participating entities, including but not limited to:

- **Appendix II (Proposer Profile)**
- Financial documents required for capacity evaluation

Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

3.4 Submission of Proposals

The documents must be submitted in **PDF Format** (should be in searchable PDF format). Multiple PDFs may be merged into one single document. Also, multiple files may be uploaded in a Zip File.

The Proposer is solely responsible for “on-time” submission of their Proposal.

3.5 Submission Requirements (Mandatory)

Proposers must comply with the following Submission Requirements for their proposals to be evaluated on technical and cost aspects. Submission Requirements will be scored as either

“Pass” or “Fail.” Proposals meeting all Submission Requirements will “Pass” the evaluation; otherwise, they will “Fail.” Failure to comply with any of the Submission Requirements will result in disqualification, although PRITS reserves the right to waive minor irregularities. The proposal must include the following documents (please refer to **Section 3.2 – Proposal Content and Checklist**):

3.5.1 Proposal Submission

Proposals must be submitted via email to cyberfederalprocurement@prits.pr.gov by the closing date and time established in Section 1.1 of this SCON. The email should have the proposal with the subject **“PRITS-SCON-2026-004 Proposal <Your Company Name>”**. If attachments are too large for email, physical copies may be acceptable. If multiple versions are sent, only the final submission before the deadline will be considered. Proposals shall include information and/or documents in the same order as presented in this SCON Package.

3.5.2 Cover Letter

The cover letter, signed by an authorized representative of the Proposer, shall summarize the Proposer’s commitment to providing the SCON technical requirements and services at the proposed price and schedule. It should identify team members and their organizational relationships.

3.5.3 Executive Summary

The executive summary should include a brief overview of the project approach, what makes the proposer uniquely qualified, and the staff responsible for providing the services. (No more than 2 pages)

3.5.4 Qualifications of the Proposer

- **Profile:** Provide a company profile establishing experience, past performance, and qualifications for the services outlined in this SCON. Include a brief description of the organization’s track record, history, number of employees, years in business, current projects relevant to this SCON, and a list of overall relevant projects. Describe previous experience providing services as described in this SCON, including federal funding and governmental entities experience, specific challenges faced, and successes achieved. (**Appendix II**).
- **Identification:** Provide the Proposer’s and, if applicable, Team Members’ Tax-ID, Unique Entity ID (UEI), and year of establishment. Complete Statement of Qualifications (**Appendix II**).

- **Form of Business:** Detail the form of business (e.g., corporation, non-profit, LLC) and contact information for officers, directors, members, partners, and contact persons for the Proposal. Complete Company Profile (**Appendix II**).
- **Organizational Chart:** Provide an organizational chart depicting key roles, names, and years of experience for Team Members and technical staff.
- **Integrity:** Disclose any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions, or proceedings involving the Proposer or any Team Members within the past five years. Include specific details and an attorney's opinion on the impact on work.
- **Experience and Capacity of the Team:** Provide a list of ongoing contracts/projects with status and projected termination dates, including the level of effort of the proposed Team Members and Technical Staff. Evaluate the impact of ongoing contracts/projects on service provision. If the Proposer consists of multiple entities, provide information for all entities.
- **Comparable Projects:** Provide a list of at least three comparable projects within the past ten years where similar services were provided. Include references with contact information. Complete list of comparable projects.
- **Proposer and Team Members Relationship:** Document the relationship and qualifications between the Proposer and any Team Members to verify and combine experiences.

3.5.5 Proposed Action Plan/Work Approach

Proposers must provide a comprehensive and detailed Action Plan/Work Approach that clearly demonstrates their understanding of the project requirements and their ability to effectively manage and execute the tasks outlined in the Scope of Services (**Appendix I**). The evaluation of this section will be based on the following criteria:

1. Understanding of Project Scope

- Describe the Proposer's understanding of the overall objectives of the “PR-17 Business Continuity & Disaster Recovery Plans and Template Development”.
- Explain how the Proposer plans to achieve the specific goals and outcomes for each project.

2. Implementation Strategy

- Provide a detailed implementation strategy for the project, including planning, scheduling, and risk management.

- Include a Gantt chart or similar project management tool to illustrate the project schedule.

3. Coordination and Collaboration

- Detail how the Proposer will coordinate and collaborate with PRITS and other stakeholders to ensure the project objectives are met.
- Explain the communication plan and methods for regular updates, progress reports, and stakeholder engagement.

4. Quality Assurance and Quality Control (QA/QC)

- Outline the QA/QC measures that will be implemented to ensure high-quality deliverables and adherence to project requirements.
- Describe the processes for monitoring project progress, identifying issues, and implementing corrective actions.

5. Risk Management

- Identify potential risks and challenges that may arise during the project implementation.
- Provide a risk management plan that includes strategies for risk mitigation, early identification, intervention, and resolution.

6. Resource Allocation

- Detail the resources that will be allocated to the project, including personnel, tools, and technologies.
- Provide an assessment of the availability of the professional staff identified to be assigned to the project and the availability of backup resources in case of illness, turnover, or other loss of personnel.

The Action Plan/Work Approach should not exceed **twenty (20) pages**, including any workflows, graphics, charts, screenshots, or photos to support the proposed work approach. Responses that exceed the page limit will only be evaluated up to the contents of page twenty (20). Content beyond this point will not be considered in the evaluation. Responses should not be a copy and paste, replica, or reproduction of the Scope of Services. Such responses will not be considered or evaluated.

3.5.6 Capacity

Provide a staffing capacity chart and level of commitment for the project. Identify other project commitments of key personnel. Assess the availability of key staff and backup resources. Address how PRITS' workload will be prioritized and accommodated.

3.5.7 Financial Stability

Demonstrate adequate financial resources to perform the services under the contract by providing:

- Audited, reviewed, or compiled financial statements for the most recent two years, prepared by a CPA in accordance with US GAAP, including Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes.
- Interim financial statements for a period ending not later than 90 days before the proposal submission date.
- Alternatively, a statement from an authorized officer regarding available cash balances.
- Sworn statement of any relevant or significant pending litigation or claims, including details and an authorized representative's signature dated within 60 days before the proposal submission date.
- Sworn statement that the Proposer is not in bankruptcy, receivership, or any condition preventing total or partial administration or disposition of its property, signed by an authorized representative within 60 days before the proposal submission date.

3.5.8 Authorization Request

Submit an executed authorization to request financial, performance, and reference information. Include Authorization for Background and/or Financial Information, Proposer's Prior Performance Certification, and Certifications and Representations of Offerors (Non-Construction Contracts).

3.5.9 Organizational Documentation

Submit organizational documents such as Certificates of Incorporation, Partnership Agreements, Certificates of Good Standing, and Joint Venture Agreements. Include information on Principals, Stockholders, Partners, or Members if the Proposer has not been in existence or conducted business within the past year.

3.5.10 Price Proposal

Submit your price proposal. Ensure that the services in the price proposal match those required in the Scope of Work. Provide a detailed breakdown of all costs as follows, including overhead and profit.

- Hourly rates: For each category of professional services offered.

- Estimated Hours: Breakdown of estimated hours for each phase, task, deliverable or component of the project.
- Total Cost: Summarize the total cost based on the hourly rates and estimated hours.

Whenever possible, break down costs by phases or deliverables. Include a summary of the total cost for the contract's duration to help PRITS understand its full financial commitment. Proposals must be submitted in US dollars and cents; recommendations expressed in percentages or indeterminate prices will not be considered.

If a Proposer submits a price proposal that includes costs for only certain services and omits others, this indicates that the Proposer is submitting an offer exclusively for the services listed in their proposal.

PRITS reserves the right to evaluate or reject such proposals, request budget clarifications and/or best and final offer, as needed.

3.5.11 Other

Submit any additional information demonstrating qualifications to perform the requested services, such as memberships in professional associations.

4. Scope of Services

PRITS is seeking specialized professional services to implement the project “**PR-17 Business Continuity & Disaster Recovery Plans and Template Development**” for the SLCGP. Specific activities, tasks and deliverables under the Scope of Services of this SCON are included as **Appendix I** (Scope of Services).

The Selected Proposer(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract as identified in this SCON. The Scope of Services presented is based upon circumstances existing at the time of solicitation. PRITS reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. Also, the Selected Proposer(s) must comply with the specific activities and tasks as defined in **Appendix I** (Scope of Services).

The Selected Proposer(s) will support PRITS’ objective of ensuring compliance with all applicable federal and local requirements, rules, and regulations.

4.1 Deliverables

Deliverables to be provided are detailed in **Appendix I** (Scope of Services). The Selected Proposer (s) shall be responsible for completing, at a minimum, the activities outlined in the

Scope of Services. If applicable, the Selected Proposer(s) shall assist PRITS by providing additional resources to accomplish assignments authorized by the PRITS.

4.2 Contract Term

The term of the Contract will be initially set for one (1) year term or until the conclusion of the current fiscal year, whichever comes first, subject to the availability of funds, and to the sole discretion of PRITS, upon mutual written agreement. Contract renewal is not guaranteed under these conditions. PRITS reserves the right to re-bid or initiate a new competitive solicitation process at any time during the performance of the Contract, without penalizing the Selected Proposer(s) engaged through this SCON, to procure the renewal of the services under this SCON when deemed to be in the best interest of PRITS. Nothing of the above will be understood as a prohibition to the Selected Proposer(s) to compete in the new solicitation.

Before awarding a Contract under this SCON, PRITS will verify that the Contractor and First Tier Sub-Contractor are not debarred via the SAM.gov website. Proposers and First Tier Sub-Contractors must be registered in the System for Award Management (SAM) at the time of proposal submission or initiate the registration process immediately after. Awards will only be issued to entities cleared for contract award.

4.3 Contract Legal Requirements

In accordance with Law 237-2004, all professional and consulting service contracts shall follow principles of transparency, merit-based selection, publication, and evaluation criteria established therein.

Pursuant to Executive Order 2021-029, PRITS conducts this procurement under the delegated authority to manage, coordinate, and oversee government-wide technology and cybersecurity acquisition processes.

This procurement and any contract awarded shall comply with all DHS- required regulations applicable to contracts executed with DHS funded grants programs, FEMA-required regulations applicable to contracts executed with FEMA funded grants programs, including but not limited to compliance with 2 CFR Part 200 (including sections 200.317 – 200.327), 2 CFR Part 3002, remedies for noncompliance (2 CFR 200.326(a)), termination for cause and convenience (2 CFR 200.326(b)), access to records (2 CFR 200.337), debarment and suspension requirements (2 CFR Part 180 and 2 CFR Part 300), the Byrd Anti Lobbying Amendment, Clean Air Act and Federal Water Pollution Control requirements for contracts over \$150,000.00, recovered materials requirements under the Solid Waste Disposal Act, and compliance with the Contract Work Hours and Safety Standards Act (CWHSSA).

Proposers that are Puerto Rico-based corporations, limited liability companies, partnerships, or any other legal entity, shall be duly and properly organized and/or registered in compliance

with the applicable laws of Puerto Rico. Such entities must show that they are in “good standing” at the time of Proposal submission. In the event the Proposer is a foreign legal entity, including U.S.-based entities, it shall be duly and properly organized and/or registered in compliance with the applicable laws of its place of organization and/or incorporation. Such entities must show that they are in “good standing” within their jurisdiction at the time of Proposal submission. If a Contract is awarded to a foreign entity Proposer, said Proposer shall request authorization to do business in Puerto Rico prior to the execution of the Contract.

For professional service contracts of more than \$250,000.00, the following completed and signed documents are requested at the time of the execution of the Contract:

1. Government Contracts Certification
2. Legal Entities Certification

PRITS, at its own discretion, reserves the right to waive the time requirement granted to obtain the legal documents or to extend the time for just cause. Proposers must ensure at all times that professional, architectural, or engineering services are performed by licensed professionals with the proper qualifications, skills, and experience necessary to perform the services, according to applicable regulations.

4.4 Payment Terms

Payments shall be issued for services provided as previously approved by PRITS. It is the Selected Proposer(s)' responsibility to provide all services as set forth under the Scope of Services detailed in this SCON. The Selected Proposer(s) shall submit an invoice to PRITS monthly. Said invoice must be submitted including all required invoice supporting documents, including but not limited to, monthly reports, timesheets, invoice and photos evidence, expense plan, and work projections. If PRITS determines that the submitted invoice and supporting documentation is acceptable, then the invoice will be approved for payment. An authorized representative of PRITS will review each invoice and, if adequate, will approve and process its payment. PRITS reserves the right to conduct any audits it deems necessary. The Selected Proposer(s) agrees to cooperate fully with any such audit or audits.

4.5 Liquidated Damages

The services will be subject to the following penalties:

- **Penalties:** If the selected Proposer(s) is found to have engaged in any prohibited conduct or is otherwise in default of any applicable term, condition, or requirement of the contract, PRITS may impose sanctions against the selected Proposer(s) for any default. If the Selected Proposer(s) fails to comply with federal statutes, regulations, or the terms and conditions of the contract, PRITS may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Selected Proposer(s).
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180.
4. Withhold further Federal awards for the project or program.
5. Take other remedies that may be legally available.

4.6 Insurance Requirements

The Proposer(s) shall be aware that, in case of resulting selected for the award of this SCON, said Proposer(s) must have a minimum of required insurance policies and coverages. For details regarding insurance requirements, please refer to **Appendix IV** (Insurance Requirements).

4.7 Local Participation

PRITS encourages Proposers to engage local professionals, and relevant service providers headquartered in Puerto Rico (Local Parties) as Team Members and Technical Staff to the greatest extent possible. Proposers are encouraged as part of this SCON to provide descriptions of their current and/or anticipated business arrangements with Local Parties and, in particular, Local Parties who are Project Leadership members and Technical Staff for the Project, as applicable.

4.8 Minority and Women Owned Business Enterprises

PRITS recognizes its obligation to promote opportunities for maximum feasible participation of certified M/WBEs, and the employment of minority group members and women in the performance of all PRITS federally funded contracts. PRITS is committed to ensuring that firms that are M/WBE certified are encouraged to submit proposals in response to this SCON.

The work to be performed under the contract resulting from this SCON shall be subject to the regulations outlined in 2 CFR § 200.321 that require the non-federal entity to take necessary steps to ensure that all Subrecipients, Contractors, Sub-Contractors, and/or Developers funded in whole or in part with federal financial assistance ensure that, when possible, contracts and other economic opportunities are directed to small and minority firms (MBEs), women-owned business enterprises (WBEs), and labor surplus area firms. Consistent with Executive Orders No. 11625, 12138, and 12432, the subrecipient shall make every feasible effort to ensure that small businesses, M/WBEs, and labor surplus area businesses participate in contracting.

PRITS recognizes its obligation to promote opportunities for maximum feasible participation of certified M/WBEs, and the employment of minority group members, veteran-owned

business and women in the performance of the contracts. All participating entities engaged with PRITS must make a commitment and demonstrate an acceptable “Good Faith Effort” toward the achievement of PRITS' M/WBEs subcontracting goals of twenty percent (20%) of the entire contract value consisting of ten percent (10%) for MBE and ten percent (10%) for WBE participation.

4.9 John S. McCain Defense Authorization Act

Proposers engaged or contracted under this SCON will be subject to Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.471 which prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. See section 889 of the John S. McCain National Defense Authorization Act, Pub. L. No. 115-232 (2018).

4.10 Provisions required under the SLCGP

Additional provisions required under the FY 2022 State and Local Cybersecurity Grant Program (SLCGP), funded by the U.S. Department of Homeland Security (DHS) are herein included as **Appendix V**.

5 Evaluation and Selection

PRITS will evaluate all proposals in accordance with the terms and conditions established in this SCON. Only proposals that comply with all mandatory submission requirements will advance to the evaluation phase. During evaluation, PRITS will assess the extent to which each Proposer demonstrates the technical capability, experience, and resources necessary to successfully deliver the required services.

The Evaluation Committee will review each proposal using the following criteria and corresponding maximum points:

5.1 Evaluation Criteria

CRITERIA DESCRIPTION	Score (points)
1. Experience, Expertise, and Technical Qualifications Proposer's demonstrated experience in developing Business Continuity Plans (BCP), Disaster Recovery Plans (DRP), continuity templates, risk assessments, and resilience strategies for government entities or environments of comparable complexity. Considerations include: - Depth and relevance of past BCP/DRP engagements - Certifications and professional credentials of key personnel (e.g., CBCP, MBCI, ISO 22301 Lead Implementer, NIST contingency planning expertise) - Documented performance in prior projects, including reliability, quality, and timely delivery - Experience with interagency dependencies, mission-essential function mapping, and technical recovery planning.	50
2. Technical Approach and Work Plan Proposer's ability to articulate a clear, feasible, and standards-aligned methodology for developing PRITS' BCP/DRP. Evaluation includes: - Strength and clarity of the information-gathering plan (interviews, discovery, documentation review) - Quality and structure of the Business Impact Analysis (BIA) and Risk Assessment approach - Soundness of strategies for continuity governance, recovery steps, template creation, and interagency alignment - Feasibility of project timeline and resource allocation - Integration of PRITS oversight, reporting, communication flows, review sessions, and iterative validation	20
3. Cost Proposal Assesses whether the Proposer demonstrates the financial capacity to execute the project without risk of interruption. Required evidence may include audited financial statements, stability certificates, litigation declarations, and proof of operational solvency.	30

CRITERIA DESCRIPTION	Score (points)
4. Financial Stability	
- Financial Stability: Demonstrated financial stability and resources to perform the services.	Pass/Fail
5. Compliance with Submission Requirements	
- Completeness: Compliance with all submission requirements, including cover letter, executive summary, company profile, identification information, form of business, organizational chart, and relevant certifications.	Pass/Fail
6. Additional Criteria (Preference)	
- Participation by Veteran-owned, MBE/WBE Registered Puerto Rico Businesses: Level, quality, and relevancy of participation by these businesses.	Up to 5 points
7. Bonus Criteria (Optional)	
- Value-Added Services (up to 5%): Proposals that offer additional value-added services or capabilities beyond the core requirements, such as ongoing support, additional training, or advanced tools, may receive additional consideration.	Up to 5 points

5.2 Evaluation Process

5.2.1 Evaluation Committee

PRITS will appoint an Evaluation Committee to evaluate and score the proposals based on the criteria set forth in this SCON. As part of the evaluation process, the Committee may consult with specialized advisers, consultants, and subject-matter experts as part of the evaluation process.

5.2.2 Responsiveness Review

PRITS personnel/consultants will review all proposals to ensure they meet the mandatory submission requirements. Proposals that meet all submission requirements, allowing the Evaluation Committee to assess their qualifications and viability, will be deemed “Responsive Proposals”. The Evaluation Committee will review and score all Responsive Proposals based on the criteria set forth in this SCON.

5.2.3 Evaluation Guidelines

Scoring Range: Each sub-criteria (excluding Pass/Fail criteria) will be scored based on how well the proposal meets the expectations outlined in the SCON by using the following scale:

Excellent (Full Points)	Proposal fully meets or exceeds the criteria.
Good (75-99% of Points)	Proposal meets most aspects of the criteria, with minor areas for improvement.
Adequate (50-74% of Points)	Proposal meets some aspects of the criteria but has several areas that need improvement.
Poor (25-49% of Points)	Proposal has significant weaknesses in this area.
Unsatisfactory (0-24% of Points)	Proposal fails to address the criteria.

Final Scoring: The Evaluation Committee will sum up the scores for each section to determine the proposal's final score (excluding Pass/Fail criteria). Proposals must pass the Pass/Fail criteria to be considered further.

5.2.4 Technical Evaluation

The Evaluation Committee will conduct a comprehensive and impartial evaluation of all Responsive Proposals, following the process described in this SCON. After a preliminary evaluation, the committee may establish a shortlist of Proposers who are qualified to perform the required services, based on the supporting documentation provided. The committee may also consider M/WBE certification during this process.

5.2.5 Shortlist

If deemed beneficial, the Evaluation Committee may create a shortlist of Proposers. Shortlisted Proposers may be invited to make an oral presentation, submit clarifications, respond to questions, or provide additional information.

5.2.6 References

The Evaluation Committee, at its discretion, may contact the references of shortlisted proposers. This step is optional and may be utilized as needed. PRITS reserves the right to consider additional references regarding the Proposers' performance on relevant projects, including those not submitted by the proposer in their proposal. This may include references from PRITS' own projects or other entities' projects.

5.2.7 Price Proposal

After completing the technical evaluation and shortlist, if applicable, the Evaluation Committee will open the price proposals of firms/teams deemed qualified. The price evaluation will focus on its reasonableness, value to PRITS, the Government of Puerto Rico, and its citizens.

5.2.8 Overall Evaluation and Final Recommendation

The Evaluation Committee will conduct a final evaluation based on the SCON criteria, considering the proposals and any additional information or clarifications requested. The committee will assess the Proposer's experience, ability to perform, the value offered, and the reasonableness of the proposed cost of services. Upon completing the evaluation process, the Committee will score and rank each proposal and make a recommendation to the CIO.

5.2.9 Negotiations

The Evaluation Committee may recommend negotiations with "Qualified Proposer(s)". These negotiations aim to allow Proposers to revise their Price Proposals. The goal is to maximize the ability of PRITS to obtain the best offers based on the SCON requirements. PRITS may request the submission of Best and Final Offers (BAFO) from one or more of the highest-ranked Proposers or shortlisted Proposers. If negotiations with the highest-ranked Proposer fail, PRITS may initiate negotiations with the next highest-ranked Proposer. This process continues until a contract is successfully negotiated and awarded. If a contract is not successfully negotiated, PRITS reserves the right to conduct a new solicitation for the services under this SCON.

5.2.10 Best and Final Offer (BAFO)

PRITS reserves the right to request a Best and Final Offer from finalist or highest-ranked Proposers if necessary. The BAFO typically includes updated costs and answers to specific questions identified during the proposal evaluation. The evaluation committee will consider this information, including costs and responses, in the final evaluation. The specific format for the BAFO will be determined during evaluation discussions.

5.2.11 Selection and Award Process

Following BAFO requests and negotiations, the Evaluation Committee will present the final Best Value Proposal recommendation to the CIO who reserves the right to accept the Evaluation Committee's recommendation or cancel the SCON and conduct a new solicitation process. Once the CIO has selected the proposal that complies with the

requirements set forth in this SCON and represents the Best Value for the Government of Puerto Rico, PRITS will issue a Notice of eligibility. However, selecting a proposal(s) from a Proposer(s) does not constitute a formal agreement between the parties, nor does any Proposer have the right to demand that the Government engage in any service contract.

5.2.12 Rejection of Proposals and Cancellation of SCON

Issuing this SCON does not obligate the Government of Puerto Rico or PRITS to award a contract. PRITS reserves the right to accept or reject any or all proposals, in whole or part, and to cancel this solicitation and reissue the SCON if it serves the public interest or the best interests of the Government of Puerto Rico, PRITS, or the impacted communities. PRITS may disregard or waive any noncompliance, informalities, and irregularities in proposals not identified as mandatory requirements when such action serves the best interests of the public, the Government of Puerto Rico, PRITS, or the impacted communities.

5.2.13 Confidentiality of Responses and Proprietary Information

After completing the SCON process, PRITS will make public its report on the qualification, procurement, and selection process, excluding trade secrets, proprietary information, or privileged and confidential information identified by Proposers. Proposers should submit a redacted copy of their proposal with sensitive information removed. If a redacted copy is not provided, PRITS will assume the original proposal can be made public. Proposals with substantial content marked confidential or proprietary may be rejected. PRITS cannot guarantee confidentiality, or proprietary claims will be honored. Information marked as confidential or proprietary may be disclosed if required by law. Awarded contracts and all prices will be publicly available. Any information submitted as part of this SCON may be made available to DHS, the U.S. Office of Inspector General, or other federal or state agencies for project evaluation and compliance.

6 PRITS' Reservation of Rights

PRITS reserves the right, without any constraints, to:

- (i) Order partial or total cancellation of this SCON when it serves the best interests of the Government of Puerto Rico, regardless of the phase it is in, and without showing cause, as long as it is before the formalization of the contract or issuance of a purchase order. Cancellations will be notified through the PRITS website.

- (ii) Dismiss any or all submitted proposals, overlook any informality in the SCON process, or discontinue the SCON process at any juncture if considered to be advantageous or in its best interests for the organization.
- (iii) Disqualify and exclude from consideration any proposal that fails to adhere to the requirements of this SCON, including but not restricted to partial proposals and/or proposals suggesting alternative or unsolicited services.
- (iv) Annul this solicitation and issue a new or modified version of the SCON if it is deemed to be in the best interest of the Government.
- (v) PRITS shall not be obligated to compensate any proposer for expenses incurred in the preparation of their response to this SCON.
- (vi) Adjust estimated or actual quantities, either increasing or decreasing, as necessary without any liability or prejudice, in the event of:
 - a. Unavailability of funding,
 - b. Imposition of legal constraints on the allocation of funds for this category, or
 - c. Modifications to PRITS' requirements made in good faith after the contract award.
- (vii) Select multiple Proposers for the award based on their evaluation scores.
- (viii) Solicit further information from all Proposers to assess their level of responsibility.
- (ix) PRITS reserves the right to waive minor irregularities in proposals and may, at its sole discretion, request additional or clarifying information from proposers to ensure a thorough and accurate evaluation of the proposals received.
- (x) Communicate with any individuals, entities, or organizations that have engaged in business dealings with the Proposer, regardless of their inclusion in the reference section of the SCON submission.
- (xi) In the event of premature contract termination due to the Contractor's non-performance and/or withdrawal, PRITS retains the right to:
 - a. Pursue financial compensation (including but not limited to the withholding of outstanding payments or the invocation of the payment and performance bond) from the Contractor to cover expenses for interim services and/or to account for the cost differential (between the terminated Contractor's rate and the new company's rate) from the date of Contractor's termination through the contract's expiration.
- (xii) Modify the contract(s) of the Selected Proposer(s) to, among other things, prolong its initial term, broaden the scope to encompass supplementary work related to the services outlined herein, or diminish the scope to reduce work due to unsatisfactory performance or unwarranted delays pertaining to the services described herein.
- (xiii) Engage one or more qualified proposers as a consequence of the selection of qualified Proposers or the termination of this SCON.
- (xiv) In the event that the selected proposer is unable to execute the contract, PRITS reserves the right to award the contract to the next highest-ranked proposer, and this action will not be considered as affecting the concept of full and open competition.
- (xv) Discuss and negotiate pricing with the awarded proposer(s) in relation to specific orders under this solicitation.

- (xvi) Cease the contracting process with a selected proposer if the required contract documents, including proof of insurance, are not furnished within ten (10) business days following the Notice of eligibility Award.

PRITS reserves the right to initiate additional competitive solicitations at any point during the resulting contract period, without penalizing the Selected Proposer(s) engaged through this SCON, to procure supplementary services when deemed to be in the best interest of PRITS by the Contracting Officer.

7 Future Contract Revision by the FOMB

Contracts resulting from this SCON may undergo FOMB review per their policy at <http://juntasupervision.pr.gov/documents/>.

Appendix I – Scope of Services

The Selected Proposer shall support the Puerto Rico Innovation and Technology Service (PRITS) in the design, development, and validation of a comprehensive Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) for PRITS, along with reusable templates that may be adopted by other Government of Puerto Rico (GPR) agencies.

The performance period and associated work plan shall be structured to ensure completion within a 20-week timeframe. All work must adhere to recognized international frameworks and standards, while fully integrating PRITS' governance requirements and compliance practices referenced throughout this SCON.

Work shall be standards-based and aligned International Frameworks, and must integrate PRITS' governance structures and compliance practices referenced throughout this SCON. Deliverables must follow PRITS' coordination and reporting expectations (e.g., kickoff, weekly status, progress dashboards) and bilingual submission requirements where applicable.

COORDINATION AND INFORMATION GATHERING

The Proposer shall work in close collaboration with PRITS to ensure effective planning, execution, communication, and oversight.

1. Kickoff and Planning

- 1.1. Conduct a comprehensive kickoff meeting with PRITS to confirm roles, responsibilities, timeline, and communication protocols.
- 1.2. Develop a PRITS-approved Implementation Plan, describing the work structure, timelines, required inputs, preliminary data needs, and stakeholder engagement plan.

2. Information Gathering

The Selected Proposer must perform a structured, methodical, and fully documented information-gathering process to support the BCP/DRP effort. This includes, at minimum:

- 2.1. Interviews and working sessions with PRITS leadership, technical staff, service owners, and interagency partners who depend on PRITS services.
- 2.2. Data collection on mission-essential functions (MEFs), organizational priorities, internal workflows, technical dependencies, and staffing structures.
- 2.3. Technical discovery of systems, integrations, platforms, configurations, backups, monitoring tools, and vendor-managed components relevant to continuity and recovery.
- 2.4. Requirements elicitation, including RTO/RPO, manual workaround capacities, staffing contingencies, communication expectations, and compliance obligations.

- 2.5. Document review, including architecture diagrams, SOPs, access policies, change/release procedures, incident response documentation, DR materials, logs, inventories, and prior assessments.

All collected information must be organized, validated with PRITS, and become the factual basis for the BIA, Risk Assessment, BCP, DRP, and continuity templates.

3. Ongoing Coordination and Reporting

- 3.1. Conduct weekly coordination meetings with PRITS.
- 3.2. Submit weekly written progress reports, including insights from ongoing information gathering and analysis.

BUSINESS IMPACT ANALYSIS (BIA) AND RISK ASSESSMENT (RA)

1. Mission-Essential Functions & Dependencies

Using the information collected, the Selected Proposer shall:

- 1.1 Identify PRITS' mission-essential functions (MEFs) and document how each supports other agencies.
- 1.2 Map dependencies: applications, integrations, networks, vendors, facilities, personnel, and data flows.

2. Recovery Objectives

- 2.1 Define RTO, RPO, and Maximum Tolerable Downtime (MTD) based on real operational needs identified during the information-gathering phase.
- 2.2 Document operational tolerances and critical path elements.

3. Risk Identification & Prioritization

- 3.1. Execute a risk assessment based on collected technical and operational data.
- 3.2. Identify threats, vulnerabilities, failure points, and resilience gaps.
- 3.3. Align risks with BIA outputs and continuity strategies.

4. BIA/RA Outputs

Deliver a complete set of BIA/RA products, all grounded in the information collected:

- 4.1. BIA Report
- 4.2. Risk Register
- 4.3. Dependency Map
- 4.4. Summary of data sources used

BCP DEVELOPMENT

1. Governance Model

- 1.1. Define governance roles and responsibilities informed by PRITS' organizational structure identified during the data-collection phase.
- 1.2. Establish escalation paths and decision criteria.

2. Continuity Strategies

- 2.1. Develop continuity strategies based directly on operational realities uncovered during interviews, workflow discovery, and system analysis.
- 2.2. Include manual workarounds, alternate processing, workforce continuity, and vendor coordination.

3. Communications

- 3.1. Develop internal and external communication procedures using PRITS' actual communication norms, contact lists, and stakeholder requirements gathered during the information-collection phase.

4. Maintenance

- 4.1. Define processes to keep data, contact lists, and operational procedures updated over time.

DRP DEVELOPMENT

1. System Inventory & Baselines

- 1.1. Using collected technical information, the Selected Proposer shall:
 - 1.1.1. Produce a complete system inventory including system dependencies, configuration baselines, access controls, and network paths.
 - 1.1.2. Map critical integrations such as identity systems, ERP connections, MFT platforms, API gateways, SIEM/SOC tools, and backup/storage workflows.

2. Recovery Procedures

- 2.1. Develop detailed technical recovery runbooks grounded in the actual PRITS configurations discovered during the technical information-gathering phase.
- 2.2. Include activation criteria, step-by-step procedures, validation steps, rollback paths, and technical evidence requirements.

3. Key/Certificate Rotation

- 3.1. Document recovery and rotation procedures based on real integration points identified through system-level information gathering.
- 3.2. Incorporate runbooks for impacted connectors, vendor-managed endpoints, certificates, keys, tokens, and trust relationships.

4. Evidence & Audit Preparation

- 4.1. Define evidence logging requirements adapted to PRITS' existing monitoring tools and logs reviewed during discovery.

REUSABLE TEMPLATE SUITE FOR GOVERNMENT-WIDE ADOPTION

1. Template Creation

Create bilingual templates supported by insights from PRITS' operational reality and data collected:

- BIA templates
- Risk registers
- Dependency maps
- BCP playbooks
- DRP runbooks
- Exercise packages (scenarios, tests, AARs)
- Maintenance logs
- Version control registers

ORIENTATION, TRAINING, AND STAKEHOLDER ENABLEMENT

1. Orientation Sessions

- Design training content based on PRITS' real staffing, committee structures, and workflows (identified during data gathering).
- Deliver materials such as guides, FAQs, and quick-reference cards.

2. Training Plan

- Develop a bilingual training plan aligned with PRITS' operational environment.

INTEGRATION WITH PRITS OPERATIONAL PROCESSES

Integrate BCP/DRP outcomes with PRITS' existing operational processes discovered during the information-gathering phase, including:

- Incident response
- Vulnerability management

- Monitoring and logging
- Change/release management
- Vendor coordination

COMPLIANCE, QUALITY, AND DELIVERY REQUIREMENTS

- All deliverables must adhere to the standards and laws governing PRITS.
- Deliverables must be complete, professional, bilingual when required, and audit-ready.
- Information-collection activities must be fully documented, organized, and preserved for PRITS' internal use.

DELIVERABLES

- Implementation Plan
- Documented Information-Gathering Package: interview notes, workflows, inventories, diagrams, system data, dependency lists
- BIA Report
- Risk Register & Dependency Map
- PRITS BCP
- PRITS DRP
- BCP/DRP Template Suite (bilingual)
- Orientation & Training Materials
- Exercise Packages & After-Action Reports
- Weekly Status Reports & Progress Dashboards
- Final Closeout Package containing all collected information and all deliverables

COMPLIANCE WITH PRITS STANDARDS

The Proposer shall comply with all federal and local laws and regulations, and PRITS cybersecurity, privacy, data-handling, and operational requirements throughout the engagement, consistent with standard PRITS SCON expectations.

GENERAL PERFORMANCE REQUIREMENTS FOR ALL DELIVERABLES

1. All deliverables must be submitted on time as per the specified frequency/due date.
2. Quality of deliverables must meet or exceed professional standards and be approved by PRITS.
3. All deliverables must comply with relevant federal and Puerto Rico laws and regulations.
4. Deliverables must be provided in both English and Spanish as required by PRITS.

5. All financial and progress reporting must be accurate and reconcilable with PRITS and federal grant records.
6. Deliverables must demonstrate a clear understanding of cybersecurity best practices and their application to Puerto Rico's government context.
7. All plans and reports must be actionable, providing clear guidance for next steps or decision-making.
8. Deliverables must be presented in a clear, concise, and professional manner, suitable for a variety of stakeholders including technical and non-technical audiences.

STAFF REQUIREMENTS

The Selected Proposer(s) shall secure, at their own expense, all personnel required to perform the services under the services contract. The Team Members and Staff must be prepared to begin work within the first week after the contract execution date and may continue working throughout the contract term. The Selected Proposer(s) must coordinate the availability of resources with PRITS before commencing work. Project Leadership refers to the executive staff responsible for leading and directly overseeing the Services delivery, while Staff refers to the personnel responsible for executing the various services needed for the proper completion of the tasks described in this Scope of Services. The Selected Proposer(s) must ensure that all services are performed by professionals with the appropriate qualifications, skills, and experience necessary to perform such services in accordance with applicable federal and local rules and regulations.

During the contract period, the Selected Proposer(s) must provide a list of Team Members and Staff to PRITS for consideration and approval if any personnel changes are needed. Any changes to the Project Leadership and Staff require written authorization from PRITS before the new personnel can commence work. Therefore, any services performed without PRITS' written authorization cannot be invoiced and will not be reimbursed. PRITS reserves the right to request the removal of any staff not fulfilling their expectations.

Organizational Chart and Staffing Plan

The Proposer(s) shall submit an organizational chart to PRITS detailing the proposed structure for delivering services. This chart should include:

- The required number of personnel.
- Roles and responsibilities.
- Names of staff members or subcontractors.
- Planned level of effort and anticipated duration of involvement.
- Status of the positions (whether filled or needing to be hired).
- On-site availability, specifying which staff members will be working locally from Puerto Rico.

Appendix II – Proposer Profile

Companies are required to submit their profiles using the provided form, which can be found in the published SCON documentation. For individual Proposers, please submit your CV instead of using Appendix II.

Appendix III – General Certification and Notification Registry

This certification must be signed by the registered authorized person(s) as appears in the RUP and submitted along with the proposal as presented in Section 1.2.

The undersigned as a duly authorized representative of the Proposer, hereby warrants, represent and acknowledge, that:

1. I understand that this proposal is only a request to participate in a preliminary process with a potential execution of a professional services contract, and in no matter the final selection shall be interpreted as a commitment or binding obligation of the Government of Puerto Rico. Its agencies, corporations, offices or any governmental component to finalize or execute any contract or purchase.
2. I understand that the approval submission of a proposal or the selection of a Proposer is not an authorization from the Puerto Rico Innovation and Technology Service to begin providing services without a valid legal agreement.
3. I understand that any false information provided here will result in the rejection of the submitted proposal and/or immediate termination of participation in the project, even if this fact is discovered after the proposal selection date or contract execution.
4. I acknowledge that including false information or documentation in violation of federal and/or state legal provisions may be subject to civil, criminal, or administrative actions.
5. I guarantee there is no conflict of interest between myself, my corporation or entity members and the PRITS or its employees and/or contractors.
6. I understand that as a Proposer, I will bear all the costs of preparing the proposal.
7. I understand and accept that failure to submit the required documents within the specified timeframe may result in PRITS suspending the contract signing process, awarding the contract to another qualified Proposer, and/or rescheduling the funds, as applicable.
8. All information submitted under this SCON will be part of documentation held by PRITS, being disclosable subject to the provisions of Act No. 141-2019, *Law on Transparency and Expedited Procedure for Access to Public Information*. If any Proposer wishes that any submitted information be treated as confidential, the Proposer must designate it in his submission and define which part(s) are to be treated as such. No general claim of confidentiality of the proposal as a whole will be admitted by PRITS.
9. I understand and accept that the approval of proposals and the allocation of funds, as well as the implementation of the project under this process, are subject to the approval and allocation of funds to the Puerto Rico Innovation and Technology Service for the development of the works/tasks included in this SCON.
10. I understand that I am required to fully cooperate with any government investigation related to commercial transactions, contracts, or government incentives in which I have been involved or from which I have benefited, whether directly or indirectly
11. I understand that pursuant to the authority granted under Executive Order OE-2021-029, PRITS is authorized to conduct this competitive-like process under special procedures that are independent of the standard procurement mechanisms established in Act No. 38-2017 (Uniform Administrative Procedure Act) and Act No. 73-2019 (General Services

Administration Act for the Centralization of Government Procurement). Therefore, neither Act 38 nor Act 73 applies to this SCON process, which is governed exclusively by the terms and conditions published herein by PRITS.

SCON PROCESS NOTIFICATIONS

1. The Proposer hereby acknowledges and accepts that all notifications and communication pertaining to this SCON will be conducted via email.
2. The Proposer hereby notifies and informs the following email addresses as the official email addresses for these notifications:
 - Primary Email Address: _____
 - Secondary Email Address: _____And requests PRITS that any notification regarding this SCON proceeding is sent to both of the stated email addresses.
3. Also, PRITS, may publish notification(s) in PRITS website: <https://www.prits.pr.gov/>
4. The mere evidence of PRITS sending the email(s) shall be construed as evidence of the notification(s).
5. Any “Reply” or “Reply to All” of a Notification will not be considered and will be disregarded.
6. In any case that the Proposer wishes to amend any of the email addresses, must notify PRITS electronically via email to: cyberfederalprocurement@prits.pr.gov. The email should have the subject "CHANGE OF NOTIFICATIONS ADDRESS [PRITS-2026-004] Proposal <Your Company Name>".
7. PRITS in no way is compelled to request a “Delivery Receipt” or “Read Receipt”. However, in any case that PRITS request a “Read Receipt” the Proponent is compelled to authorize that a “Read receipt” be remitted to PRITS.
8. For any time sensitive filings all Proposers must request a “Delivery Receipt”, and with the remitted email be ready to produce it to PRITS upon request.

I hereby certify that all the information provided here is correct and that I am the Proposer or the authorized person to represent the entity.

Name

Signature

Position

Date

Appendix IV – Insurance Requirements

Professional Liability Insurance (Errors and Omissions)

- Minimum Coverage: \$1,000,000 per claim
- \$1,000,000 aggregate
- Coverage must include:
 - Professional negligence
 - Errors and omissions arising from professional services

Additional Requirements

- Proof of Insurance: The Selected Proposer(s) must provide PRITS with certificates of insurance evidencing the required coverages before commencing any work under the contract.
- Additional Insured: PRITS and the Government of Puerto Rico must be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies.
- Waiver of Subrogation: The policies must include a waiver of subrogation in favor of PRITS and the Government of Puerto Rico.
- Notice of Cancellation: The policies must provide that PRITS will receive at least 30 days' notice prior to any cancellation or material change in coverage.

Appendix V – Provisions Required under SLCGP

A. Equal Opportunity. During the performance of the Agreement, the Selected Proposer(s) agrees as follows:

1. The Selected Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Selected Proposer will take affirmative action to ensure that applicants 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. The Selected Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Selected Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Selected Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Selected Proposer 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 Selected Proposer'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.
4. The Selected Proposer 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.
5. The Selected Proposer 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 his 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.
6. In the event of the Selected Proposer's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations, or orders, the Agreement may be canceled, terminated or suspended in whole or in part and the

Selected Proposer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

7. The Selected Proposer will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Selected Proposer will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Selected Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Selected Proposer may request the United States to enter into such litigation to protect the interests of the United States.

- B. Education Amendments of 1972 (Equal Opportunity in Education Act).** Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, based on sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- C. Energy Policy and Conservation Act.** The Selected Proposer agrees to comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- D. Clean Air Act.** The Selected Proposer 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.* The Selected Proposer agrees to report each violation to PRITS and understands and agrees that the PRITS will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, through the Environmental Quality Board, DHS and the appropriate EPA Regional Office. The Selected Proposer agrees to include the above requirements in any subcontract exceeding \$150,000.00, which is financed in whole or in part with Federal assistance provided by DHS.

E. Water Pollution Control Act. The Selected Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Selected Proposer agrees to report each violation to PRITS and understands and agrees that the PRITS will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, through the Environmental Quality Board, DHS and the appropriate EPA Regional Office. The Selected Proposer agrees to include the above requirements in any subcontract exceeding \$150,000.00, which is financed in whole or in part with Federal assistance provided by DHS.

F. Solid Waste Disposal Act

1. The Selected Proposer shall comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
2. In the performance of the Agreement, where the purchase price of the item exceeds \$10,000, the Selected Proposer shall use products composed of the highest percentage of recovered materials practicable (and in the case of paper, the highest percentage of the postconsumer recovered materials practicable), consistent with maintaining a satisfactory level of competition, considering such guidelines. The decision not to use such items shall be based on a determination that such products cannot be acquired because:
 1. are not reasonably available within a reasonable period of time;
 2. fail to meet the performance standards set forth in the applicable specifications or fail to meet the reasonable performance standards of the procuring agencies; or
 3. are only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#change>. Also see Executive Order 14057, section 101, Policy.

G. Suspension and Debarment

1. The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Selected Proposer is required to verify that none of the Selected Proposer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Selected Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Selected Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Selected Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Byrd Anti-Lobbying Amendment. The Selected Proposer certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and

submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Selected Proposer 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The Selected Proposer acknowledges that 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. The Selected Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Selected Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

I. Access To Records

1. The Selected Proposer agrees to provide the PRITS, the DHS Administrator, the Comptroller General of the United States, the Comptroller of Puerto Rico and any of their authorized representatives access to any books, documents, papers, and records of the Selected Proposer which are directly pertinent to the execution of the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to allow said parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
2. The Selected Proposer shall not impede the PRITS, the DHS Administrator and their respective authorized representatives access to construction or other work sites pertaining to the services being performed under the Agreement, including all sites where the Congregate Shelter and STEP programs are being implemented.
3. In addition, the Selected Proposer shall make available to PRITS as requested proof of payment of any expenditure incurred under the Agreement.
4. The Selected Proposer agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills and other information related to the Selected Proposer account. These documents shall be available for PRITS examination at all reasonable times for a period of six (6) years after expiration of the term hereof.

- J. Department of Homeland Security Seal, Logo and Flags.** The Selected Proposer shall not use the Department of Homeland Security seal, logos, crest, or reproductions of flags or likenesses of DHS agency officials without specific DHS pre-approval.
- K. No Obligation by the Federal Government.** The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Selected Proposer, or any other party pertaining to any matter resulting from the Agreement.
- L. Program Fraud and False or Fraudulent Statements or Related Acts.** The Selected Proposer acknowledges that the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government and 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Selected Proposer's actions pertaining to this Agreement.
- M. John S. McCain National Defense Authorization Act.** The Selected Proposer acknowledges that Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.471 prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. See section 889 of the John S. McCain National Defense Authorization Act, Pub. L. No. 115-232 (2018).
- N. Drug-free Workplace.** Selected Proposer shall establish procedures and policies to promote a "Drug Free workplace," in compliance with the Drug Free Workplace Act, 41 U.S.C. 701, *et seq.* Further, Selected Proposer certifies that it has advised its employees of its policy to maintain a "Drug Free Workplace", and the penalties that will be imposed for drug use and abuse violations in the workplace. The Selected Proposer shall notify PRITS if any of its employees is convicted or arrested of a criminal drug offense in the workplace, notice to occur no later than ten (10) days after the date of conviction or arrest.
- O. Interest of Members of Congress.** It is understood that no member of the U.S. Congress, delegate or Congressional Resident Commissioner shall in any way share or take part in the Agreement or any benefit resulting from it.
- P. Executive Order 13224.** It is understood that EO 13224 and U.S. laws which prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism must be complied under the Agreement.
- Q. Trafficking Victims Protection Act of 2000.** Selected Proposer acknowledges that Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. 7104 must be complied under the Agreement. Therefore, PRITS may terminate the Agreement without penalty if

the Selected Proposer engages in certain activities including severe forms of trafficking in persons, Procuring a commercial sex act, and Using forced labor.

- R. USA PATRIOT Act of 2001.** Selected Proposer acknowledges that Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c, must be complied under the Agreement.
- S. Whistleblower Protection Act.** Selected Proposer acknowledges that the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310, must be complied under the Agreement.
- T. Age Discrimination Act of 1975.** The Selected Proposer must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any project or activity under the Agreement.
- U. Americans with Disabilities Act of 1990.** The Selected Proposer must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability.
- V. Civil Rights Act of 1968.** The Selected Proposer must comply with the requirements of Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- W. Copyright.** The Selected Proposer acknowledges the requirement of the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

- X. Federal Debt Status.** The Selected Proposer is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Y. Federal Leadership on Reducing Text Messaging while Driving.** The Selected Proposer is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- Z. Fly America Act of 1974.** The Selected Proposer acknowledges the requirement to comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- AA. Limited English Proficiency (Civil Rights Act of 1964, Title VI).** The Selected Proposer acknowledges the requirement to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination based on national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
- BB. National Environmental Policy Act.** The Selected Proposer acknowledges the requirement to comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- CC. Hotel and Motel Fire Safety Act of 1990.** The Selected Proposer acknowledges the requirement to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
- DD. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** The Selected Proposer acknowledges the requirement to ensure equal treatment of faith-based

organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

EE. Patents and Intellectual Property Rights. The Agreement is subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

FF. Rehabilitation Act of 1973. The Selected Proposer acknowledges the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

GG. Build America, Buy America. The Selected Proposer acknowledges the requirements of the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 must be complied under the Agreement.

HH. SAFECOM. The Selected Proposer acknowledges the requirements of compliance with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

II. Termination for Convenience: PRITS may terminate the contract, in whole or in part, for its convenience if it determines that such termination is in the best interest of the Government of Puerto Rico or the Federal Government. In the event of such termination for convenience, the Contractor shall be entitled only to payment for services satisfactorily rendered and accepted up to the effective date of termination, and shall not be entitled to lost profits or any other consequential, incidental, or additional damages.

JJ. Contract Work Hours and Safety Standards Act (CWHSSA): The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Failure to comply may result in the assessment of federal penalties and contractual remedies, which may include, without limitation, withholding of payments or termination of the contract for cause.

- KK.** Any additional guidance, policy, or requirement from FEMA included in policy manuals, the Public Assistance Program and Policy Guide (PAPPG), or DHS compliance documents.

By agreeing to participate in this process, Proposers acknowledge that PRITS must comply with all federal requirements, and they agree to adhere to the mentioned regulations as a condition for any award.

Appendix VI – Submission of Inquiries

PROPOSER NAME

DATE

No.	Question	SCON Section or document	SCON page
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

END OF SCON