



Foundation
for Puerto Rico

SCOPE OF SERVICES
Small Purchase
Technical Assistance – Grant Compliance Support
Community Development Block Grant – Disaster Recovery
Foundation for Puerto Rico
2021-SP-17

1. Introduction and Overview

This document defines the work that the Supplier must perform in providing grant compliance support services under a contract with Foundation for Puerto Rico (FPR) for the Whole Community Resilience Planning Program (WCRP), included in the Puerto Rico Department of Housing's (PRDOH) Action Plan approved by the U.S. Department of Housing and Urban Development (HUD). A complete copy of the Action Plan, as amended, is available at <https://www.cdbg-dr.pr.gov/en/action-plan/>.

The WCRP Program will use Community Development Block Grant – Disaster Recovery (CDBG-DR) funds for the development of comprehensive Community Resilience Plans (CRPs), the benefit of which will allow communities to develop policy, planning, and management capacity so that they may more rationally and effectively determine their needs, set long-term goals and short-term objectives, devise programs and activities to meet goals and objectives, evaluate the progress of such programs in accomplishing these goals and objectives, and carry out management, coordination, and monitoring of activities necessary for effective planning.

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Supplier staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other similar programs yet to be defined. There is no guarantee of a minimum level of services which may be requested by FPR under a contract.

FPR reserves the right, without limitations, to: (i) cancel this solicitation and reissue the Small Purchase or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Supplier(s) to, among others, extend its original duration, as further explained in the Small Purchase Package, or to extend its scope to include work under subsequent CDBG-DR action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the Services requested herein; and (iii) to award this Small Purchase to one or more qualified suppliers.

FPR will review proposed prices received within the submission term and will verify the compliance of the submitted quote with the requirements established in the Scope of Services. FPR may request clarifications to provide for a better understanding of the purchase requirements. FPR reserves the right to negotiate proposal(s) received within the established submission term for this Small Purchase.

2. Staff, Services and Tasks

This section defines the staff, services and related tasks that the Supplier must perform to support the implementation of the WCRP Program. The Supplier will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of services presented is based upon circumstances existing at the time of solicitation. FPR reserves

the right to modify or delete the services and tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract.

2.1. Staff Requirements

The Supplier shall have or will secure, at its own expense, all personnel required in performing the services under the contemplated contract. FPR expects the Supplier to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of services under the contemplated contract. FPR reserves the right to request the removal of any staff not performing up to standard. No personnel may be added to the resulting contract without the written consent of the FPR.

2.1.1. Staff Experience and Qualifications

The Supplier shall provide in its proposal detailed information about the experience and qualifications of the Supplier's personnel, and staff to be assigned, including degrees, certifications, licenses, years of relevant experience, and resume or professional information. Supplier shall specifically identify people currently employed by the Supplier who will serve in key roles. This includes the Supplier's own staff and staff from any subcontractors to be used. The Supplier should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have the necessary experience and knowledge to successfully implement and perform the tasks and services.

2.1.2. Organizational and Staffing Plan

The Supplier shall also submit an organization and staffing plan that specifically includes the required number of personnel, role and responsibilities of each person on the project, resource or subcontractor, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Supplier should demonstrate the ability to adequately maintain agreed upon service levels throughout the life of the contract.

The following represents the general descriptions for the positions:

Key Staff	Requirements
Compliance Specialist/ Consultant	<ul style="list-style-type: none">• Must have bachelor's degree or higher education, preferably in areas of audit, law, public administration, or related fields.• Must have at least 10 years of experience working in the federal statutory and regulatory compliance field.• Must have at least 10 years of experience in monitoring federally funded programs.• Must be fluent in verbal and written, in the English and Spanish languages.

2.2. Services Requested

As a recipient of CDBG-DR funds for the implementation of the WCRP Program, FPR is subject to local, state and federal statutory and regulatory requirements and policies. Ensuring compliance with these statutes, regulations, and specific terms and conditions requires specialization in the field. The hiring of an external consultant for providing grant compliance support services is

necessary for the proper and efficient performance of the WCRP Program, and to ensure the organization complies with the grant terms and conditions. The grant compliance support services to be contracted must establish their reasonableness, comply with the level of competitiveness of the market in relation to the fees to be invoiced and the quality of the resource to be contracted. It is the intent of this Small Purchase to identify and make available to FPR an external consultant capable of providing the services as described below.

The scope of the Supplier's services consists of providing compliance assessment, monitoring/auditing and closeout support to FPR's Compliance Officer and WCRP Program as follows:

1. Initial Compliance Assessment Support:
 - o Conduct an initial assessment of the WCRP Program's adequacy with organization's policies and procedures (internal controls) and compliance with all statutes, regulations and conditions applicable to the WCRP Program; Identify areas of concern and recommend immediate corrective actions and best practices to improve procedures related to the WCRP program.
2. Monitoring and Audit Support:
 - o Perform a pre-audit and pre-monitoring assessment of area(s) or topic(s) included in the audit or monitoring event's scope to identify instances of non-compliance. Assist during actual monitoring and audit events.
3. Program Closeout Support:
 - o Carry out a pre-closeout assessment to determine status of completion of administrative and program requirements. Assist during actual closeout procedures.

The following are the tasks that shall be performed by the Selected Supplier. For the services to be provided by the Supplier to be effective and meet the objectives and requirements of this procurement, it is necessary for the Supplier to develop at the minimum, the following tasks:

2.2.1. Specific Tasks

Initial Compliance Assessment: Conduct an initial assessment and provide an objective written report on the WCRP Program's adequacy with the organization's policies and procedures (internal controls) and compliance with applicable PRDOH and HUD statutes, regulations, and specific terms and conditions of FPR's Subrecipient Agreement (SRA) for the WCRP Program. This task may include, but is not limited to, conducting interviews with WCRP staff, requesting test samples, evaluating past and current transactions and reviewing documentation related to the Program's deliverables. The report shall include:

- Identifying strengths, weaknesses and/or areas of concerns in terms of compliance of the WCRP Program with applicable regulations and requirements.
- Providing recommendations to implement immediate corrective actions and best practices to improve procedures related to the WCRP program.
- Provide particular focus on the following areas related to the WCRP Program: Procurements, Expenditures and Disbursements, Reporting, Record-keeping and File management.

Pre-audit and/or Pre-monitoring Assessment: Prior to 1) the Program's annual Single Audit or 2) a scheduled third-party monitoring or auditing event, such as PRDOH, HUD or other federal or local

agency regarding the WCRP Program, conduct a pre-assessment of area(s) or topic(s) included in the audit or monitoring event's scope to identify instances of non-compliance. Provide a written communication with the corresponding observations, concerns, findings and remedial or corrective actions.

Audit and Monitoring Report Responses: Assist in the preparation of responses and corrective action plans that result from third-party audits or monitoring reports. This task includes, but is not limited to reviewing observations, concerns and findings contained in the reports, researching applicable compliance requirements, recommending appropriate answers and drafting and/or editing responses to address observations, concerns, findings and proposed remedial or corrective actions noted in the report.

Pre-Closeout Assessment: Conduct pre-closeout assessment to determine status of completion of administrative and program requirements as contained in the SRA between PRDOH and FPR, among other procedures as determined by PRDOH in their current or future policies. Provide written report containing assessment conclusions as to status and immediate actions needed to ensure that FPR will, in a timely manner:

- Expend all grant funds in accordance with Program needs and applicable regulations.
- Execute all final payments related to the grant to corresponding vendors and employees prior to close-out and has repaid all funds subject to recapture (if applicable).
- Updated accomplishments data to reflect all SRA activities are completed or canceled and has updated the performance measures for actual versus proposed.
- Resolved or cleared all outstanding findings issued by PRDOH and/or HUD, or other third-party audits or monitoring reports.
- Maintained Program related files in accordance with federal and PRDOH requirements and records are accurate and sufficient to demonstrate that all incurred costs by FPR are accounted for and meet the requirements of the SRA, PRDOH and HUD rules, policies and procedures.

Meetings: Prepare for and attend meetings and/or conference calls scheduled by FPR, PRDOH, HUD or other federal agencies for matters related to the specific tasks specified in Section 2.2.1 above, including assisting during actual monitoring and audit events such as entrance and exit conferences, and close-out procedures, as needed. FPR may also schedule periodic meetings, calls or exchange electronic communications with the Supplier to discuss status and timely completion of the requested services and specific tasks, and compliance with contract terms. FPR can occasionally require the availability of the Supplier for priority or immediate meetings for timely decision-making.

3. Deliverables

The due date for the completion of each task will depend on its nature and complexity. However, the completion of deliverables and associated tasks shall include the expertise and capacity to provide compliance assessment, monitoring/auditing and closeout support to take the necessary timely actions or determinations and shall adhere to the following timelines in performing services being procured through this Small Purchase.

Deliverable	Associated Task	Timeline
Initial Compliance Assessment	1. Conduct an initial assessment and provide an objective written report on the WCRP Program's adequacy with the organization's policies and procedures (internal controls) and compliance with applicable PRDOH and HUD statutes, regulations, and specific terms and conditions of FPR's Subrecipient Agreement (SRA) for the WCRP Program.	1. Due date between 6 to 12 calendar days after requested by FPR or as agreed in a meeting.
Pre-audit and/or Pre-monitoring Assessment	1. Conduct a pre-assessment of area(s) or topic(s) included in the audit or monitoring event's scope to identify instances of non-compliance. 2. Provide a written communication with the corresponding observations, concerns, findings and remedial or corrective actions.	1. Due date between 6 to 12 calendar days after requested by FPR or as agreed in a meeting. 2. Due date between 6 to 12 calendar days after requested by FPR or as agreed in a meeting.
Audit and Monitoring Report Responses	1. Assist in the preparation of responses and corrective action plans that result from third-party audits or monitoring reports. Includes Recommending appropriate answers and drafting and/or editing responses to address observations, concerns, findings and proposed remedial or corrective actions noted in the reports.	1. Due date between 6 to 12 calendar days after requested by FPR or as agreed in a meeting.
Pre-Closeout Assessment	1. Conduct pre-closeout assessment to determine status of completion of administrative and program requirements as	1. Due date between 6 to 12 calendar days after requested by FPR or as agreed in a meeting.

	<p>contained in the SRA between PRDOH and FPR, among other procedures as determined by PRDOH in their current or future policies.</p> <p>2. Provide written report containing assessment conclusions as to status and immediate actions needed to ensure that FPR will, in a timely manner, complete Program closeout.</p>	<p>2. Due date between 6 to 12 calendar days after requested by FPR or as agreed in a meeting.</p>
Meetings	<p>1. Attend scheduled meetings and/or conference calls with FPR, PRDOH, or HUD.</p> <p>2. Periodic meetings, calls or communications for status and timely completion of the requested services.</p>	<p>1. Response due date of one to two (1-2) days after scheduled meeting request sent.</p> <p>2. Response due date of one (1) day after scheduled meeting or call request sent.</p>

4. Response Requirements

In response to this Solicitation, the Supplier should return the entire completed Solicitation Package (see all documents attached) and its proposal complying with the sections stipulated in this scope of services. Suppliers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required. The proposal shall be written in sufficient detail to permit FPR to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

5. Award

FPR reserves the right to award this Small Purchase to multiple suppliers.

6. Term of Contract

The resulting contract shall be in effect and enforceable between the parties from the date of its execution and for a performance period of six (6) months. Supplier may perform tasks concurrently during this term, but deliverables must be completed within the timelines given.

7. Payment Terms

This procurement process is funded by a CDBG-DR grant allocated by HUD, via the PRDOH. Payment of invoices for the goods and/or services rendered will be based on the reimbursement

of funds to FPR from PRDOH. FPR will pay the supplier after the presentation, reconciliation and approval of the invoice as soon as FPR receive the reimbursement of funds from PRDOH.

END OF SCOPE OF WORK

By signing this document, I acknowledge that I have read, understand and accept its contents as described:

Supplier Entity Name

Supplier Authorized Representative Signature

Date

Supplier Authorized Representative Printed Name

Scope of Work Authorized by:



Annie Mayol, President & COO
Foundation for Puerto Rico

6/30/21
Date