



SCOPE OF SERVICES
Small Purchase
Legal Services
Community Development Block Grant – Disaster Recovery
Foundation for Puerto Rico
2021-SP-16

1. Introduction and Overview

This document defines the work that the Supplier must perform in providing Legal 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, legal 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 and 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
Senior Attorney	<ul style="list-style-type: none">• Must have ten (10) years of experience practicing law in local and federal forums.• Experience in Government affairs, regulations, and contracts.• Experience in compliance with CDBG-DR and related regulations.• Must be a licensed Attorney at Law in good standing with the Supreme Court of Puerto Rico and the United States District Court for the District of Puerto Rico.
Associate Attorney	<ul style="list-style-type: none">• Must have five (5) years of experience practicing law in local and federal forums.• Knowledge in Government affairs, regulations, and contracts.• Knowledge in compliance with CDBG-DR and related regulations.• Must be a licensed Attorney at Law in good standing with the Supreme Court of Puerto Rico and the United States District Court for the District of Puerto Rico.
Paralegal	<ul style="list-style-type: none">• Must have an associate degree in paralegal studies or related field, and one (1) year of technical experience. In lieu of an associate degree, three (3) years of experience as paralegal is acceptable.

2.2. Services Requested

The interpretation of legal matters and compliance under CDBG-DR Programs require specialization in the field. The hiring of an external law firm for providing legal services is necessary for the proper and efficient performance of the federal award and implementation of the WCRP Program. The legal services to be contracted must establish their reasonableness, comply with the level of competitiveness of the market in relation to the attorneys' fees to be invoiced and the quality of the legal resource to be contracted. It is the intent of this Small Purchase to identify and make available to FPR a qualified firm capable of providing legal services as described below.

The scope of the Supplier's services consists of providing legal opinions and counsel as follows:

- Advise FPR on local, state and federal statutory and regulatory matters related to the WCRP Program, as required and necessary, including but not limited to:
 - Relevant PRDOH and CDBG-DR related laws, regulations, guidelines and policies.
 - Identifying legal risks and recommending appropriate measures to avoid noncompliance with the WCRP Programs' Subrecipient Agreement provisions, and applicable laws, regulations, guidelines and policies.
 - Developing and supporting legal arguments for FPR to make determinations regarding the operational and financial aspects of the WCRP Program.
 - Requests for waivers from local, state or federal statutory requirements, as necessary for the WCRP Program.
- Support FPR on matters related to the WCRP Program as required and necessary, including but not limited to:
 - Revising and working on proposed amendments to the Subrecipient Agreement and Exhibits for the WCRP Program.
 - Reviewing and advising on communications, letters and/or responses to requests for information, and monitoring or audit reports related to the WCRP Program.
 - Evaluating any complaints of alleged violations of state or federal laws, regulations and guidelines arising from the implementation of the WCRP Program.
 - Complying with procedures in case of termination without cause of the Subrecipient Agreement for the WCRP Program.

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

Legal Opinions: Provide verbal or written objective interpretations or analysis, as requested by FPR, for matters related to the services specified in Section 2.2 above in the form of a legal opinion or opinion letter. This statement of advice shall be considered as made by an expert on a professional matter with a deep understanding of the issues consulted. The development of this task includes conducting legal research, and/or search of supporting documentation, the application of local, state and federal statutory and regulatory provisions to a particular set of facts, and the preparation of corresponding final conclusions and recommendations.

Document Revision: Revise and provide written recommendations, changes or edits to documents related to the WCRP Program, such as agreement amendments, letters, responses, requests for information or complaints for matters related to the services specified in Section 2.2 above. These revisions shall be considered as made by an expert on a professional matter with a deep understanding of the issues contained in the documents. The development of this task includes conducting legal research, and/or search of supporting documentation, the application of local, state and federal statutory and regulatory provisions to a particular set of facts, and the preparation of the corresponding revisions or edits to documents.

Meetings: Prepare for and attend meetings and/or conference calls scheduled by FPR, PRDOH, HUD or other federal agencies for matters related to the services specified in Section 2.2 above. 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 legal verbal or written opinions, document revisions and meetings for timely decision-making.

3. Deliverables

The contract will be based on specific task orders requested by the FPR. The Suppliers' Key Staff must be able to accommodate the task orders on an as-needed basis. 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 informed legal advice and support to take the necessary timely actions or determinations, and at a minimum shall consider the following timelines in performing the legal services being procured through this Small Purchase.

Deliverable	Associated Task	Timeline
Legal Opinions	<ol style="list-style-type: none"> 1. Verbal or written legal opinions or opinion letters. 2. Priority or immediate legal verbal or written opinions. 	<ol style="list-style-type: none"> 1. Due date between four to five (4-5) calendar days after the task or service is requested. 2. Due date of one (1) calendar day after the task or service is requested.
Document Revision	<ol style="list-style-type: none"> 1. Revision and written recommendations and/or edit to WCRP Program related documents. 2. Priority or immediate revision and editing of WCRP Program related documents. 	<ol style="list-style-type: none"> 1. Due date between four to five (4-5) calendar days after the task or service is requested. 2. Due date of one (1) calendar day after the task or service is requested.
Meetings	<ol style="list-style-type: none"> 1. Attend scheduled meetings and/or 	<ol style="list-style-type: none"> 1. Response due date of one to two (1-2) days

	<p>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>after scheduled meeting request sent.</p> <p>2. Response due date of one (1) day after scheduled meeting or call request sent.</p>
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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 (5) 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



Date