



**GOBIERNO DE PUERTO RICO**  
Departamento del Trabajo y  
Recursos Humanos

## **REQUEST FOR PROPOSALS**

seeking

**Services of an Independent CPA firm to Perform  
Review, Auditing and Consulting Services of its  
Financial Accounting Systems and Program  
Operations of the Employment Training  
Administration Programs**

for

**The Puerto Rico Department of Labor and Human  
Resources**

**RFP Deadline: Wednesday, November 20, 2020**

[www.trabajo.pr.gov](http://www.trabajo.pr.gov)

October 30, 2020

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## REQUEST FOR PROPOSALS

The Puerto Rico Department of Labor and Human Resources (“**PRDOLHR**”) is seeking proposals from duly qualified firms to perform review, auditing and consulting services, as defined in this request for proposals (the “**Services**”).

The **PRDOLHR** is issuing this request for proposals (“**RFP**”) to obtain responses from firms capable of delivering the **Services** as further described herein. Proponents should demonstrate their capacity to successfully complete the required tasks and develop a productive relationship with the **PRDOLHR**. The **Services** will be submitted for the review of the United States Department of Labor (USDOL) and the Employment and Training Administration (ETA).

This **RFP** does not commit nor obligate the **PRDOLHR** to award a contract nor to pay any costs incurred in the preparation of a proposal in response to this request. The **PRDOLHR** reserves the right to award contracts to more than one qualified firm, to accept or reject any or all proposals received as a result of this **RFP**, to negotiate with any qualified firm or to modify or cancel the **RFP** in part or in its entirety. See Section 4.1 for further disclaimers and reservation of rights by the **PRDOLHR**.

The proponent selected under this **RFP** (the “**Selected Proponent**”) will be required to be free of any real or perceived conflict of interest.

Due to the COVID-19 pandemic, the electronic procedures set forth in the General Services Administration Letter 2020-14 shall be in effect.

**RFP Due Date: Wednesday, November 20, 2020 at 5:00 P.M. (Atlantic Standard Time)**

Please submit one (1) electronic copy to the following email address:

**[rfp@trabajo.pr.gov](mailto:rfp@trabajo.pr.gov)**

**Please refrain from submitting general marketing materials that do not explicitly respond to the content and questions contained in this RFP**

## INTRODUCTION

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### 1.1 Puerto Rico Department of Labor and Human Resources

The **PRDOLHR** was conceived under Article IV, Section 6, of Puerto Rico's Constitution, while its role was further defined by Act No. 15-1931, as amended, and Act No. 86-1950, as amended. As levied thereunder, **PRDOLHR** is the **Government's** bureau in charge of implementing, developing and coordinating the public policy and programs that are directed towards formation and capacitation of human resources in the private sector, that are indispensable to cover workforce needs, along incidental and related matters.

Its institutional mission is to develop a better work environment, by identifying, training and transforming the workforce; guaranteeing labor rights and promoting job creation, in order to contribute to strengthening of the socioeconomic components of the labor sector of the island. As part of our responsibilities, we are one of the government entities entrusted with administering ETA programs.

### 2.0 DESCRIPTION OF THE ENGAGEMENT

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#### 2.1 Purpose of RFP; Scope of Work

The purpose of this RFP is to procure the services of an independent, qualified CPA firm in accordance with Generally Accepted Government Auditing Standard (GAGAS) to perform review, auditing and consulting services of its financial accounting systems and program operations in the **PRDOLHR** managing ETA programs. The selected firm shall perform the **Services** required pursuant to the scope of work of this RFP.

The auditing firm must be familiar with complex financial and accounting systems, such as those found in a publicly traded company in the United States, as well as expertise in GAGAS. The auditing firm must also follow GAGAS and other professional standards, as well as being free from conflicts of interests within the meaning of the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct. The scope of the engagement will include existing policy and procedures, testing of policies and procedures, and reviewing functions for risk and integrity, especially in the area of internal controls, cash management, budgeting and financial accounting and reporting. The CPA firm will be responsible for assisting in the development of a corrective action plan for Puerto Rico to address these issues.

The selected proponent shall review and audit the policies, procedures and technological platforms in order to assess the situation and execute a detailed corrective plan that results in the following:

- Compliant financial reports.
- Cash management controls
- Efficient budgetary and cost distribution processes.
- Effective management of inventory, assets and equipment used for federal programs..

- Implementation and effective execution of procedures to ensure the integrity of funds during the Grant Life Cycle, including closeout procedures and the proper management of program funds.
- Internal controls that facilitate on-time single audit reporting package.

### Scope of the Work

- Reviewing and validation of existing procedures and policies, reviewing risk and integrity, especially in internal controls, cash management, budgeting and financial accounting and reporting. The firm shall be responsible of assisting in the developing of a corrective action plan for the **PRDOLHR** to address these issues.
- The audit must include: payroll, budget control, internal controls/segregation of duties, asset management, reporting, cash management and procedures for managing grant funding from award to closeout.
- Pursuant to USDOL recommendations, to resolve these issues fully, the engagement should be completed in a period not to exceed six (6) months from the date of contract issuance.
- The firm must issue a report to the ETA within three (3) months of the completion of the engagement. Furthermore, a corrective action plan, with milestones for each individual corrective action must be created and implemented within ninety (90) days of the issuance of the final audit report, for each issue identified in the report.
- The firm shall have the assistance of the necessary personnel from the **PRDOLHR**, who will be in charge of managing the corrective action process from inception to conception.
- All changes in or implementation of new policies and/or procedures, must be accompanied by staff training. Proof of policy/procedure dissemination, implementation and training must be submitted to ETA.

The initial submitted Corrective Action Plan must include:

- Planned Date for Commencement of Audit
- Planned Date for the Completion of Audit
- Planned Date for the Submission of Audit Findings to the **PRDOLHR**
- Planned Date for the Submission of Final Corrective Plan Actions, Milestones and Dates to include: actions to be taken to address findings, implementation dates and staff training.

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## PROPOSAL SUBMISSION

### 3.1 Submission Requirements

All proposals must meet the requirements stated in this **RFP**. The proposal shall be submitted no later than **Wednesday, November 20, 2020 at 5:00 PM, Atlantic Standard Time ("Proposal Due**

**Date**”). Proposals may be delivered at any time, provided that the proposal is delivered no later than the **Proposal Due Date**. The time of delivery shall be the time set forth in the electronic communication received by the **PRDOLHR**.

Any proposal that is delivered after the **Proposal Due Date** shall be considered late, rejected and returned unopened to the proponent. The **PRDOLHR** assumes no responsibility for deliveries made or attempted outside of the times specified above, late deliveries or the method of delivery chosen by the proponent.

### **PROPOSALS SHALL BE VALID FOR A PERIOD OF FORTY-FIVE (45) DAYS AFTER THE PROPOSAL DUE DATE.**

The proposal shall be prepared in English. All prices shall be quoted in United States dollars. The **PRDOLHR** shall not accept any proposal or modification of a proposal delivered by telephonic, electronic or facsimile means, except as provided herein.

The proposal shall be submitted electronically via e-mail to the addresses set forth on the first page of this **RFP**.

#### **3.1.1 The proposal shall be organized in the following order:**

- Cover Letter. The Cover Letter must be no more than one page and must be signed by the authorized contact representative. The Cover Letter must reference this **RFP** and confirm that all elements of the RFP have been read and understood and that the proponent takes no exception to the materials provided.
- Description of the firm- including time in operation, size, and description of similar services previously offered and its execution.
- Specific responses to Items addressed in Section 2.1 of this **RFP**.
- Non-Collusive Affidavit (Included as *Appendix I* of this **RFP**)
- Eligibility Affidavit (Included as *Appendix II* of this **RFP**)
- Price Proposal

**The proposal from any proponent that fails to pass the PRDOLHR determination regarding no conflict of interest, shall be deemed unacceptable and unresponsive, and shall be disqualified without further evaluation.**

### **3.2 Key Personnel for Required Services and Availability of Resources**

#### **3.2.1 Key Personnel**

Indicate key personnel who will be assigned to this project and give a brief description of the experience of each (including language skills) and their specific roles under the prospective **Services**. Key personnel are defined as those who will be assigned and performing the actual services or a portion of them. Also indicate the location of the office where work will be performed and specifically whether certain personnel will be used on an *as needed basis*. Proponents will not be permitted to subcontract any part of the **Services** without the prior written express consent of the **PRDOLHR**.

### 3.2.2 Availability of Resources

Indicate available resources to be dedicated to the engagement. Available resources are the resources to be allocated to provide the **Services**. Such support includes qualified person(s) to cover the areas of expertise necessary to perform the services or such other support anticipated to be required during the term of the engagement.

### 3.3 Qualifications and Experience

Proponents are required to demonstrate that they possess all technical and expert capabilities that allow the proper and successful execution of the **Services**. The proponent must show effective and substantive experience (relative to key objectives) in the provision of similar services under consideration under this **RFP**.

### 3.4 Approach to Scope of Work and Timeliness

Include a brief and specific description addressing the following topics (you may use tabular format if it facilitates the organization of the information):

- How would you approach the **Services** included in the Scope of Work set forth in this **RFP**? What particular approach sets your firm/team apart?
- Provide information that will indicate the firm's/team's ability to respond quickly to task assignments, be able to handle multiple tasks concurrently and be able to complete tasks on accelerated schedules.
- Submit a preliminary work plan for an efficient start with the **Services**.
- Why is your firm/team best positioned for this engagement?

### 3.5 Interviews

Oral interviews may be conducted with proponents to aid in the short-listing of candidates to be selected or to clarify or expand upon specific items included in the proposals.

### 3.6 Rates / Fee Structure

Provide a full explanation of your pricing structure. Proponents should try, to the extent possible, to provide one overall fixed quote or estimate for performing the entire scope contemplated in this letter (assuming a certain overall time period of engagement, but no less than one year).

### 3.7 Selection

Proposals will be evaluated by the **PRDOLHR** taking into consideration the following factors:

- Expertise and general qualifications (members of the team, experience with similar projects, proven track record);
- Technological and technical capabilities;
- Previous experience in similar engagements;

- Approach to the engagement;
- Timeliness and resources; and
- Proposed fee and fee structure.

The **PRDOLHR** has appointed an evaluation committee (“**Evaluation Committee**”) to review and evaluate all of the proposals submitted in accordance with the **RFP**. The **Evaluation Committee** shall first review and determine if each proposal completed all requirements as to format and content. The **PRDOLHR** will only consider proposals from firms that are duly registered to conduct business in Puerto Rico. Proposals that are not disqualified will be evaluated as to the substantive material, *provided however that*, in addition to the rights reserved in Section 4.1 below, the **PRDOLHR** reserve the right to waive any defect or technicality in any proposals received, and modify or postpone or terminate the **RFP** process in its entirety or with respect to any proponent, at any time, for any reason or no reason.

The **PRDOLHR**, by means of the **Evaluation Committee**, may request a proponent to clarify a proposal in the event that ambiguities or uncertainties are presented in the proposal or to obtain more information necessary for the **Evaluation Committee** to make a comprehensive evaluation. The **Evaluation Committee** shall report its findings and make its recommendations to the **PRDOLHR**. The **PRDOLHR**, however, may accept the recommendation of the **Evaluation Committee**, award the contract to another proponent or proponents, or exercise any of the rights reserved by the **PRDOLHR**. The **PRDOLHR** acceptance of a particular proposal does not imply that every element of that proposal has been accepted.

Cost of the service is only one of the criteria to be considered and the **PRDOLHR** are not legally bound to award to the lowest priced proposal. The **PRDOLHR** may enter into simultaneous or subsequent negotiations with proponents to determine the final selection of the awardee. The **PRDOLHR** reserves the right to interview key personnel of the proponent before the award of the contract. The **PRDOLHR** reserves the right to conduct discussions with each and every proponent and to request that proponents submit a revised experience and technical proposal and/or price proposal. The **PRDOLHR** shall award the contract to the proponent that submits the most advantageous proposal found to be technically sufficient and acceptable.

### 3.8 Further Contract Conditions

The contents of the proposal prepared by the Selected Proponent, with any amendment approved by the **PRDOLHR**, will become part of the agreement that will be executed with such proponent as a result of this RFP process.

The contract will include those clauses required when contracting services similar to those procured under this **RFP** and those included in contracts with the **Government**, such as contractual provisions requiring:

- Original certifications evidencing that the proponent has complied with its responsibility in the filing of tax returns and payment of its taxes, including sale and use tax as applicable, to the Commonwealth of Puerto Rico, to the Federal Government, and to the state or jurisdiction where its base of operations resides.
- Commercial Registration Certification issued by the Department of Treasury.

- Certification of Compliance issued by the Child Support Administration (ASUME). Corporations must file their request for said certification with the Employer Unit of ASUME. The same indicates that the employer complies with the orders issued in his name as employer to retain the salary of employees as a result of amounts owed for child support.
- Sworn statement, signed by the President or chief executive authorized to represent the proponent, indicating that the proponent, its subsidiaries, affiliates and/or parent companies, and their respective shareholders, directors, partners, officers, executives, or principals have neither been convicted nor has probable cause for their arrest been found against any of them, nor are they being investigated under any administrative, judicial or legislative procedure, whether within or outside of Puerto Rico, or any other legal provision penalizing crimes against the treasury and the public trust, and that the person signing the statement has not been investigated, arrested, convicted, or found guilty or sentenced as a result of said criminal conduct.
- Certification of Employer Registration and of Debt in Respect of Unemployment Insurance and Disability Insurance issued by the Workplace Safety Bureau, Tax Division, Collection Unit of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Disability Insurance and Unemployment Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- Certification of Employer Registration and of Debt in Respect of Driver's Insurance issued by the Persons with Non-Occupational Disabilities and Driver's Insurance Bureau of the Department of Labor and Human Resources. The same shall indicate that the contractor does not have a debt with the Non-Occupational Disability Insurance and Driver's Insurance Programs. If the person is not an employer, it shall indicate that the person is not registered as an Employer and therefore does not have any debt.
- No debt Certification and copy of current policy issued by the State Insurance Fund.
- Certification of Existence or Certification of Authorization to do business in Puerto Rico. The Certification of Existence indicates that the applicant is incorporated under the laws of Puerto Rico and is issued by Puerto Rico's State Department. The Certification of authorization to do business in Puerto Rico applies to foreign companies. It indicates that the applicant is authorized to do business in Puerto Rico and is issued by the Puerto Rico State Department. The certification indicates the date of issuance and authorization to do business in Puerto Rico.

All certifications must be current, that is, issued within thirty (30) days from the date the Selected Proponent executes the contract with the Government Parties.

The Selected Proponent will be contractually required to abide by the laws of Puerto Rico as governing laws under the agreement. Any disputes must be resolved accordingly. Exclusive venue shall be the courts of Puerto Rico.

The **PRDOLHR** shall reserve the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given at least thirty (30) days prior to such proposed termination date.

Furthermore, Selected Proponent shall:

1. Work with the **PRDOLHR** and any other personnel on all matters that may arise in connection with the engagement as per the terms of this RFP and the contract to be executed between the parties;
2. Assume sole responsibility for the complete effort required to provide the services;
3. Refrain from assigning, transferring, conveying, or otherwise disposing of the contract, or its rights, titles or interest therein, or its power to execute such agreement, to any other person, firm, partnership, company or corporation without the prior consent and approval in writing of the **PRDOLHR**; and
4. Comply with applicable federal, state, Commonwealth and foreign laws and regulations governing projects initiated or supported by the Government of Puerto Rico.

### 3.9 Schedule

A summary schedule of the major activities associated with the procurement process is presented below, through the completion of this RFP process. The post-proposal schedule may vary from the schedule indicated below. In such case, proponents shall be notified to their email of record.

Date	Activity
Friday, November 13, 2020	Last date for submission of questions or requests for clarifications to the RFP
Friday, November 20, 2020	Proposals due to PRDOLHR
Friday, December 4, 2020**	Evaluation of Proposals and notices to selected Respondents

\*\*This date might be subject to change.

### 3.10 Communications Protocol

The **PRDOLHR** is committed to a fair, open process for interested parties to receive information about the competitive solicitation process. As such, communications shall be conducted in accordance with this **RFP**.

No interpretation or clarification of the meaning of any part of the **RFP** will be made orally by the **PRDOLHR** to any potential proponent. All questions and communications concerning this procurement process must be directed in writing to the **PRDOLHR**, via email (contact person and email address shown below), no later than the date specified in the **RFP** schedule.

All questions concerning this RFP should be directed **IN WRITING** to the following email address:

[rfp@trabajo.pr.gov](mailto:rfp@trabajo.pr.gov)

Where appropriate, responses to formal questions will be distributed by email to all proponents on our record as having received a copy of this **RFP**. In each case, the **PRDOLHR** will determine whether a response is appropriate or necessary.

## 4.0 DISCLOSURES

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### 4.1 General Disclosures, Rights, Options and Disclaimers

The issuance of this **RFP**, submission of a response by any firm/team, and the acceptance of such response by the **PRDOLHR** does not obligate the **PRDOLHR**. Proponent shall only be bound by its proposal for the period of 45 days required in this **RFP**. Legal obligations will only arise upon the execution of a formal agreement between the **PRDOLHR** and the selected firm/team.

By responding to this **RFP**, proponents acknowledge and consent to the following conditions relative to the procurement process. The **PRDOLHR** is not bound to accept any proposals if proponents do not meet the **PRDOLHR's** requirements. Without limitation and in addition to other rights reserved by the **PRDOLHR** in this **RFP**, the **PRDOLHR** reserve and hold, at their sole discretion, the following rights and options:

- To accept or reject any and all submittals, in whole or in part.
- To discuss, with any or all proponents, different or additional terms to those included in this **RFP** or received in any response.
- To cancel this **RFP** in whole or in part, at any time, with or without substitution of another **RFP** if such cancellation is determined to be in the best interest of the **PRDOLHR**.
- To supplement, amend, or otherwise modify this **RFP** prior to the date of submission of the proposals.
- To receive written questions concerning this **RFP** from Proponents and to provide such questions, and **PRDOLHR** responses, to all **Proponents** that received a copy of the **RFP**.
- To require additional information from one or more Respondents to supplement or clarify the proposals submitted.
- To conduct further investigations with respect to the qualifications and experience of each Respondent.
- To visit and contact the proponent's client in any of the projects or engagements referenced in the proposals to obtain direct information regarding proponent's performance in such engagements.
- To waive any defect or technicality in any proposals received.
- To eliminate any proponents that submits a nonconforming, non-responsive, incomplete, inadequate or conditional proposal.
- To investigate the technical and financial qualifications of proponents using sources in addition to what was included in the proposals.

All costs and expenses incurred by the proponents in the preparation and delivery of a proposal will be the sole responsibility of the proponents. The **PRDOLHR** will not be liable for any amounts to any proponent in any manner, under any circumstances, including without limitation, as a result of a cancelation of the **RFP** process. The proponents cannot make any claims whatsoever for reimbursement from the **PRDOLHR** for the costs and expenses associated with the process.

Proponents should submit their best proposals initially, since negotiations may not take place.

The laws of Puerto Rico shall govern this **RFP** process. Any disputes relating to this **RFP** must be resolved accordingly. Exclusive venue for a judicial challenge is the Appeals Court of Puerto Rico as provided for by the laws of Puerto Rico.

## 4.2 Accuracy of RFP and Related Documents

The **PRDOLHR** assume no responsibility for the completeness or the accuracy of specified technical and background information presented in this **RFP**, or otherwise distributed or made available during this **RFP** process. Without limiting the generality of the foregoing, the **PRDOLHR** will not be bound by or be responsible for any explanation or interpretation of the **RFP** documents other than those given by it in writing. In no event may a proponent to this **RFP** rely on any oral statement by the **PRDOLHR's** agents, advisors, or consultants.

## 4.3 Confidential or Proprietary Information

One copy of each proposal will be retained for the **PRDOLHR's** files and will not be returned. If a proponent considers that its proposal contains material that is confidential and/or proprietary, the proponent must clearly note or mark each section of material as confidential and/or proprietary. The **Government** will determine whether such material meets the requirements for an **PRDOLHR** from disclosure. If so, that information will not be disclosed pursuant to a request for public documents. If the **PRDOLHR** do not consider such material to meet the requirements for exemption from disclosure, the material will be made available to the public, regardless of the notation or markings. It is the responsibility of proponents to be thoroughly informed and familiar with the requirements of disclosure of public documents.

Furthermore, by responding to this **RFP**, proponents acknowledge and agree that the **PRDOLHR** will not be responsible or liable in any way for any losses that the proponent may suffer from the disclosure of information or materials to third parties. It is the responsibility of the proponent, as the real party in interest, to object any disclosure and defend any action that may be necessary to protect its confidential information

**APPENDIX I**

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**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_, of legal age and resident of \_\_\_\_\_, certify for myself and for my organization \_\_\_\_\_, under oath and subject to the consequences and penalties or perjury, that to the best of my knowledge and belief:

i. The prices presented in this proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other proponent or with any competitor for the purpose of restricting competition.

ii. No attempt has been made or will be made by myself or any member of my organization or associates to induce any other person or organization to submit or not to submit a proposal for the Project, or otherwise take any action in restraint of free competitive proposals for the Project.

\_\_\_\_\_  
Proponent Contact Signature

\_\_\_\_\_  
Proponent Contact Name and Title

AFFIDAVIT NO.

Sworn and subscribed before me by \_\_\_\_\_, of the personal circumstances set forth above, personally known to me, in \_\_\_\_\_, Puerto Rico, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

*Note: Providing false information may result in immediate disqualification of proponent criminal prosecution or administrative sanctions.*

**APPENDIX II**

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**ELIGIBILITY AFFIDAVIT**

I, \_\_\_\_\_ (Proponent Contact), of legal age, civil status: \_\_\_\_\_, profession: \_\_\_\_\_ and a resident of \_\_\_\_\_ (City, State), in my capacity as \_\_\_\_\_ (officer) of \_\_\_\_\_ (the "Proponent"), do hereby certify under penalty of perjury, that, except as noted below, the Proponent and Proponent's owners, shareholders, partners, directors, officers, principals and managers ("Proponent's Related Parties"):

- a. are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any state or federal court of agency;
- b. have not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal court or agency within the past three (3) years;
- c. do not have a proposed debarment pending;
- d. will not use any subcontractors who are so debarred;
- e. have not been convicted or plead guilty in federal or state court, for the commission of misappropriation; extortion; construction fraud; fraud in the delivery of goods; undue intervention in public procurement processes; bribery; offer to bribe; undue influence; crimes against public funds; or preparation, presentation, possession or transfer of forged documents. The prohibition set forth herein shall also apply to convictions for other crimes equivalent to those of the above stated crimes;
- f. are not under investigation in federal, state, foreign or local jurisdictions, at any legislative, judicial or administrative level for the alleged commission of the abovementioned crimes; and
- g. I am a duly authorized representative of the Proponent and the Proponent Related Parties, with knowledge and authority to execute this sworn statement.

Exceptions to the above are set forth in an attachment to this Appendix II, providing the name of the initiating agency, number of the complaint, names of all parties and dates of action.

\_\_\_\_\_  
Proponent Contact Signature

\_\_\_\_\_  
Proponent Contact Name and Title

AFFIDAVIT NO.

Sworn and subscribed before me by \_\_\_\_\_, of the personal circumstances set forth above, personally known to me, in \_\_\_\_\_, Puerto Rico, on this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

*Note: Providing false information may result in immediate disqualification of Proponent criminal prosecution or administrative sanctions.*