



COMMONWEALTH OF
PUERTO RICO

Puerto Rico Public-Private
Partnerships Authority

May 26, 2016

ADDENDUM NO. 2

**REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR THE
PUERTO RICO MARITIME TRANSPORTATION PROJECT**

This Addendum #2 to the Request for Qualifications and Proposals (“RFQP”) which was issued on February 25, 2016, for the above-referenced project, provides an updated project schedule originally included in Table 1-1 of Section 1.5 of the RFQP, hereby attached.

This addendum #2 also provides clarification relating to Section 5.2 Proposal Security.

The Puerto Rico Public Private Partnerships Authority looks forward to receiving and reviewing your Statement of Qualifications and Proposals as we continue the procurement process.

APPROVED BY:

/s/ Deliris Ortiz-Torres

Deliris Ortiz-Torres

Executive Director

Puerto Rico Public-Private Partnerships Authority

TABLE 1-1: RFQP SCHEDULE

February 25, 2016	RFQP issued by the Authority
February 25, 2016	Opening of data room
March 29 - 31, 2016	First site visit for interested Proponents
April 13, 2016	First round of questions and Request for Clarifications (“RFCs”) due
June 8, 2016	Second round of RFCs due
July 6 - 8, 2016	First clarification meeting and/or second site visit (if deemed necessary)
July 15, 2016	Deadline for Alternative Technical Concepts (“ATC”) submittals
Late July	Second clarification meeting (if necessary)
Mid-August	Additional site visits (by request only)
August 29, 2016	Due date for submission of SOQs and Proposals with the Authority no later than 5:00 p.m. (AST) (“Submission Deadline”)
October 2016	Notification of Preferred Proponent

SECTION 5.2 PROPOSAL SECURITY

This Addendum #2 provides clarification relating to Section 5.2 Proposal Security:

An issuer of the Bid Security, reasonably acceptable to the Authority, is a financial institution with a credit rating of “A3” or better according to Moody’s Investors Services or “A-” or better according to Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies, Inc., and with an office in Puerto Rico or New York at which the letter of credit can be presented for payment, or if such financial institution does not have an office in any of such cities, at which the letter of credit may be presented for payment, then it must accept presentation of the letter of credit, sight draft and certificate by facsimile transmission to a location in the United States. The proposal letter(s) of credit may include no substantive revisions to the form attached to this Addendum #2 that are required by the issuing financial institution to be consistent with its standard form of letter of credit and are acceptable to the Authority; each Proposer may submit a draft form of proposal letter of credit to the Authority for review and comment by the last date for submission of final request for clarifications regarding the RFQP (as set forth in RFQP Table 1-1).

FORM OF IRREVOCABLE LETTER OF CREDIT

ISSUER: [Note: Must be Member of the New York Clearing House Association]

PLACE FOR PRESENTATION OF DRAFT IN PROGRESS: [Note Name and Address of Bank/Branch - MUST BE NEW YORK, NEW YORK Bank/Branch or SAN JUAN, PUERTO RICO Bank/Branch]

APPLICANT: <*>

BENEFICIARY: PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY

LETTER OF CREDIT NUMBER: <*>

PLACE AND DATE OF ISSUE: <*>

AMOUNT: FIVE MILLION DOLLARS (\$5,000,000)

STATED EXPIRATION DATE: November 12, 2016 [Note: This date is 75 days after the Submission Deadline of August 29, 2016]

The Issuer hereby issues this Irrevocable Standby Letter of Credit (the “**Letter of Credit**”) in favor of Beneficiary in the amount of Five Million United States Dollars (**US\$5,000,000**) (the “**Stated Amount**”) in accordance with the terms of a Request for Qualifications and Proposals (“**RFQP**”) issued by the Puerto Rico Public-Private Partnerships Authority in conjunction with the Puerto Rico Island Municipalities Maritime Transportation Authority February 25, 2016. Funds under this Letter of Credit are available to Beneficiary upon Beneficiary’s presentation to Issuer of one or more sight drafts drawn on Issuer for a sum or sums in an aggregate amount not exceeding the Stated Amount. Any sight draft under this Letter of Credit shall identify this Letter of Credit by the name of Issuer and the Letter of Credit number, amount, and place and date of issue. Such sight draft shall be signed by the Executive Director of the Beneficiary (the “**Executive Director**”) or his or her designee and shall contain a statement that Beneficiary is entitled to make such draw or shall be accompanied by a signed statement of the Executive Director to the same effect.

This Letter of Credit shall be honored by Issuer if presented at [*NEW YORK, NEW YORK Bank/Branch or SAN JUAN, PUERTO RICO Bank/Branch—Name & Address*] on or before **November 12, 2016** (the “**Stated Expiration Date**”).

If a Demand for Payment is made by the Beneficiary hereunder at or prior to 10:00 a.m., eastern standard time, on any weekday (i.e., Monday through Friday, excluding Puerto Rico’s holidays

and U.S. federal holidays (a “Business Day”), and provided that such Demand for Payment conforms to the terms and conditions hereof, payment shall be made by the Issuer to the Beneficiary in immediately available funds, free and clear of and without deduction for, any taxes, duties, fees, liens, set-offs or other deductions of any kind and regardless of any objection by any third party (subject to any court order or judgment), to the account designated below or such other account at a bank in the Commonwealth of Puerto Rico or the United States of America that the Beneficiary may designate in the Demand for Payment on the next Business Day after demand is made. If a Demand for Payment is made by the Beneficiary hereunder after 10:00 a.m., eastern standard time, on a Business Day, and provided that such Demand for Payment conforms to the terms and conditions hereof, such payment shall be made no later than the close of business, local time of the location of the account designated below or such other account at a bank in the Commonwealth of Puerto Rico or the United States of America that the Beneficiary may designate in the Demand for Payment, on the second Business Day after demand is made. Payment under this Letter of Credit shall be made in same day funds, by wire transfer to the Beneficiary’s account described below or such other account as the Beneficiary may designate in writing.

Financial Institution: _____
Routing Number: _____
Account Name: _____
Account Number to Credit: _____
Reference: _____
Attention: _____

The obligations of Issuer hereunder are primary obligations to Beneficiary and shall not be affected by the performance or non-performance by the Applicant under any agreement with Beneficiary or by any bankruptcy, insolvency or other similar proceeding initiated by or against the Applicant. The Applicant is not the beneficiary under this Letter of Credit and possesses no interest whatsoever in proceeds of any draw hereon. This Letter of Credit shall terminate on the earlier of (i) the close of business on the Stated Expiration Date and (ii) the date on which Issuer has honored one or more draws in the full amount of the Stated Amount. This Letter of Credit may not be transferred by Beneficiary to any other person. Drawings by facsimile to facsimile number <*> are acceptable (each such drawing, a “**Fax Drawing**”), provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer’s receipt of such Fax Drawing by calling Issuer at telephone number <*>. Issuer will acknowledge Beneficiary’s presentment by electronic mail to the electronic mail address provided to Issuer in the Fax Drawing.

All bank charges and commissions incurred in connection with the issuance, administration, advisement, confirmation, negotiation or any other fees associated with this Letter of Credit (including any drawings hereunder) shall be for the account of the applicant.

The RFQP is incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned to such terms in the RFQP. For the avoidance of doubt, any reference to the RFQP within this Letter of Credit is for informational purposes and in no way obligates the

Issuer in accordance with the RFQP terms nor is the document to be examined for compliance purposes.

To the extent not inconsistent with the express provisions hereof, this Letter of Credit is subject to the rules of the *International Standby Practices ISP98* (“**ISP98**”), as interpreted under the laws of the State of New York, and shall, as to matters not governed by the ISP98, be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.¹

With respect to any suit, action or proceedings relating to this Letter of Credit (“**Proceedings**”), Issuer irrevocably: (i) submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over Issuer.²

Any failure by you to draw upon this Letter of Credit as permitted hereunder shall not cause this Letter of Credit to be unavailable for any future drawing, provided that this Letter of Credit has not expired prior to such future drawing and that all requirements of this Letter of Credit are independently satisfied with respect to any such future drawing.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at _____, Attention:
_____, specifically referring to the number of this Letter of Credit.

Signature Pages Follow

¹ **NOTE TO PROPONENT:** If the Proponent sources this Letter of Credit from a bank incorporated in the Commonwealth of Puerto Rico, then the Proponent may replace this paragraph with the following: “To the extent not inconsistent with the express provisions hereof, (i) this Letter of Credit is subject to the rules of the *International Standby Practices ISP98* (“**ISP98**”), as interpreted under the laws of the Commonwealth of Puerto Rico and (ii) as to matters not governed by the ISP98, this Letter of Credit shall be governed and construed in accordance with the laws of the Commonwealth of Puerto Rico, without regard to principles of conflicts of law.”

² **NOTE TO PROPONENT:** If the Proponent has elected pursuant to the immediately preceding footnote to include in this Letter of Credit the language set forth therein, then this paragraph shall be replaced by the following: “Issuer irrevocably: (i) submits to the exclusive jurisdiction of the Commonwealth Court of First Instance, San Juan Part, in the Commonwealth of Puerto Rico; and (ii) waives any objection which Issuer may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over Issuer.”

Request for Qualifications and Proposals
Puerto Rico Maritime Transportation Project
May 26, 2016

Issuer:

By: _____

Name: <*>

Title: <*>

(Authorized Signatory of Issuer)