



DEFINITIVE PROPOSAL FORM 1.10

BID SECURITY; OTHER REQUIRED FORMS AND CERTIFICATIONS

PSEG Puerto Rico LLC (the Qualified Respondent) hereby acknowledges and affirms that the attached documentation (i) constitutes its full and complete submission for Definitive Proposal Form 1.10, (ii) meets the requirements described in Section 4.1.10 (*Bid Security; Other Required Forms and Certifications*) of the RFP and (iii) includes the following:

1. The certifications included in **Annex B** (Federal Funding Certifications and Conditions) and **Annex C** (Form of Respondent Certification) of the RFP.
2. The form included as **Attachment 1** (*Letter of Credit Requirement*) to this Definitive Proposal Form 1.10.

By submitting this form, the Qualified Respondent hereby acknowledges, accepts and agrees to the terms and conditions regarding the Bid Security as described in Section 4.1.10 (*Bid Security; Other Required Forms and Certifications*) of the RFP.

Capitalized terms not defined herein shall have the meaning set forth in the Request for Proposals for Puerto Rico Electric Power Transmission and Distribution System issued by the Puerto Rico Public-Private Partnerships Authority on February 1, 2019 (as amended, the "**RFP**") or the final form of the Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement (the "**O&M Agreement**"). If there is a term defined in both, and their definitions conflict, the definition in the O&M Agreement shall prevail.

PSEG Puerto Rico LLC
QUALIFIED RESPONDENT
Company Name

Daniel Eichhorn
Name of Qualified Respondent's
Authorized Official

President - PSEG Puerto Rico LLC
Title


Signature of Qualified Respondent's
Authorized Official

November 25, 2019
Date

FEDERAL FUNDING CERTIFICATIONS AND CONDITIONS

To the extent the Authority and PREPA determine to submit any of the costs incurred under the O&M Agreement for Federal reimbursement, the Qualified Respondent and the relevant contractors and subcontractors will be required to comply with all applicable Federal certifications, terms and conditions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the QUALIFIED RESPONDENT (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this Annex is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Proposal, and voluntarily excluded, as used in this Annex, have the respective meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this Proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

PSEG Puerto Rico LLC

QUALIFIED RESPONDENT

Company Name

Contract Number

Daniel Eichhorn

Name of Qualified Respondent's
Authorized Official

President - PSEG Puerto Rico LLC

Title

Signature of Qualified Respondent's
Authorized Official

November 25, 2019

Date

Mr. Omar J. Marrero, Esq. — Executive Director
Puerto Rico Public-Private Partnerships Authority
Roberto Sánchez Vilella Government Center
De Diego Avenue, Parada 22
San Juan, PR 00940-2001 USA

Re: Puerto Rico Electric Power T&D System PPP - Request for Proposals

Ladies and Gentlemen:

We have carefully reviewed the Request for Proposals dated February 1, 2019, including all annexes thereto (“**RFP**”), issued by the Puerto Rico Public-Private Partnerships Authority and all other documents accompanying or made a part of the RFP. Capitalized terms used in this certificate have the meanings given to them in the RFP.

We acknowledge and agree to comply with all terms and conditions of the RFP, the attached Proposal and all enclosures thereto. Without limitation, we specifically acknowledge the disclaimer contained in Section 5.7 of the RFP and the limitation of damages contained in Section 5.10 of the RFP.

We certify that the information contained in the attached Proposal is true and correct. We further certify that the individual who has signed and delivered this certification is duly authorized to submit the attached Proposal on behalf of the Qualified Respondent as its acts and deed and that the Qualified Respondent or Team Member, as applicable, is ready, willing and able to participate in the RFP Process and perform if awarded the O&M Agreement.

We further certify that we are PSEG Puerto Rico LLC organized in State of Delaware and that the entity contemplated by Qualified Respondent to be the one that shall execute the O&M Agreement shall (i) be authorized to do business in Puerto Rico and (ii) have no impediment to enter into a contractual relationship with government entities in Puerto Rico, as well as to comply with any other applicable Puerto Rico or U.S. laws and/or requirements.

We further certify that our directors, officers, controlling shareholders or subsidiaries, parent company and, in the case of a partnership, our partners, and any person or entity that may be considered an alter ego or the passive economic agent of the Qualified Respondent or Team Member, as applicable (each, a “**Covered Party**”), have not been convicted, have not entered a guilty plea and have not been indicted, and probable cause has not been found for their arrest, in any criminal proceeding in Puerto Rico, the rest of the U.S. or any foreign jurisdiction, for (i) any of the crimes referenced in Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, (ii) any of the crimes typified in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code or (iii) any of the crimes listed in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property,

including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government, or under the U.S. Foreign Corrupt Practices Act; and no Covered Party is under investigation in any legislative, judicial or administrative proceedings, in Puerto Rico, the rest of the U.S. or any other jurisdiction. The Qualified Respondent and Team Members are in compliance with all federal, state, local and foreign laws applicable to the Qualified Respondent or Team Member(s) that prohibit corruption or regulate crimes against public functions or public funds, including the U.S. Foreign Corrupt Practices Act.

We further certify that we shall continue to comply at all times with laws which prohibit corruption or regulate crimes against public functions or funds, as may apply to the Qualified Respondent or any Team Member, as applicable, whether federal, state or Government statutes, including the U.S. Foreign Corrupt Practices Act. In addition, we further certify that we shall continue to conduct our business in compliance in all material respects with all applicable federal, state, local and foreign laws and regulations.

We further certify that no officer or employee of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico that participates in the selection process described in, or negotiations or approval in connection with, the RFP (nor any member of their families) has an economic interest in or is connected with the *[Qualified Respondent or Team Member, as applicable]*, and no officer or employee of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico (nor any member of their families) has directly or indirectly participated with the *[Qualified Respondent or Team Member, as applicable]* in the preparation of its Proposal.

We further certify that we are in compliance with the provisions of Act No. 2 of 2018, also known as the Anti-Corruption Act 2018.

We further certify that we have reviewed the provisions of the Authority's Guidelines for the Evaluation of Conflicts of Interest and Unfair Advantages in the Procurement of Public-Private Partnership Contracts, available on the Authority's website: <http://www.p3.pr.gov>, and that we are in compliance therewith.

We further certify that this Proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting or participating in the submission of a separate Proposal or any officer, employee or agent of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico; and that the undersigned executed this Qualified Respondent and Team Members Certificate with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

We further certify that Qualified Respondent and Team Members shall not, other than as permitted in the RFP, attempt to communicate in relation to the RFP, directly or indirectly, with any representative of the Authority, PREPA, the Partnership Committee, AAFAF, the Energy Bureau, the Government, the FOMB or any public agency of Puerto Rico, including any Restricted Parties, or any director, officer, employee, agent, advisor, staff member, counsel, consultant or

representative of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of: (a) commenting on or attempting to influence views on the merits of the Qualified Respondent's and Team Members' Proposal, or in relation to their Proposal; (b) influencing, or attempting to influence, the outcome of the RFP Process, or of the competitive selection process, including the review and evaluation of Proposals or the selection of the Qualified Respondents; (c) promoting the Qualified Respondent and Team Members or their interests in the Project, including in preference to that of other Qualified Respondents or Team Members; (d) commenting on or criticizing aspects of the RFP, the competitive selection process, or the Project, including in a manner which may give the Qualified Respondent or its Team Members a competitive or other advantage over other Qualified Respondents or their respective Team Members; and (e) criticizing the Proposals of other Qualified Respondents.

The undersigned Qualified Respondent and Team Members acknowledge that any violation or misrepresentation with respect to the above will prohibit their participation in any procurement process under Act 29 and other applicable laws of Puerto Rico and, therefore, will disqualify them from participating hereunder.

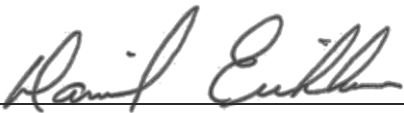
Except as provided above with respect to certain federal laws and regulations, the attached Proposal shall be governed by and construed in all respects according to the laws of Puerto Rico and the terms of the RFP.

Our business address is:

Mr. Daniel Eichhorn
PSEG Puerto Rico LLC
80 Park Plaza
Newark, New Jersey 07102

Yours faithfully,

PSEG Puerto Rico LLC

By:  _____

Name: Daniel Eichhorn

Title: President – PSEG Puerto Rico LLC



MUFG Bank, Ltd.

New York Branch
1251 Avenue of the Americas
New York, NY 10020
Tel: 201-413-8044
Fax: 201-521-2312
SWIFT: BOTKUS33XXX

**Irrevocable
Standby Letter of Credit No.: S524666N**

DATE OF ISSUANCE: NOVEMBER 21, 2019

ISSUER:
MUFG BANK, LTD., NEW YORK BRANCH
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020
ATTN: TRADE SERVICE OPERATIONS/STANDBY SECTION

APPLICANT:
PUBLIC SERVICE ENTERPRISE GROUP INC.
80 PARK PLAZA
NEWARK, NJ 07102

BENEFICIARY:
PUERTO RICO PUBLIC-PRIVATE PARTNERSHIPS AUTHORITY
ATTN: FERMIN FONTANES, ESQ.-EXECUTIVE DIRECTOR
PUERTO RICO FISCAL AGENCY AND FINANCIAL ADVISORY AUTHORITY BUILDING
(FORMER GDB BUILDING), 3RD FLOOR ROBERTO SANCHEZ VILELLA GOVERNMENT CENTER,
DE DIEGO AVENUE
SAN JUAN, PR 00940-2001

AMOUNT: USD 30,000,000.00

EXPIRATION DATE: MARCH 24, 2020

ISSUER HEREBY ISSUES THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. S524666N (THIS LETTER OF "CREDIT") IN FAVOR OF BENEFICIARY IN THE AMOUNT OF USD 30,000,000.00 (THIRTY MILLION AND 00/100 UNITED STATES DOLLARS AND 00/100) (THE "STATED AMOUNT"). 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 DRAWN 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 AN AUTHORIZED OFFICER OF BENEFICIARY AND SHALL BE ACCOMPANIED BY A DATED SIGNED STATEMENT BY AN AUTHORIZED OFFICER OF BENEFICIARY, STATING THAT THE BENEFICIARY IS ENTITLED TO MAKE A DRAWING.

ISSUER HEREBY ENGAGES WITH BENEFICIARY THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED BY ISSUER IF PRESENTED AT MUFG BANK, LTD., NEW YORK BRANCH, 1251 AVENUE OF THE AMERICAS,



NEW YORK, NEW YORK 10020, ATTN. TRADE SERVICE OPERATIONS/ STANDBY LC SECTION ON OR BEFORE MARCH 24, 2020 (THE "EXPIRATION DATE"). THE OBLIGATIONS OF ISSUER HEREUNDER ARE PRIMARY OBLIGATIONS TO BENEFICIARY AND SHALL NOT BE AFFECTED BY THE PERFORMANCE OR NON-PERFORMANCE BY PUBLIC SERVICE ENTERPRISE GROUP INC. UNDER ANY AGREEMENT WITH BENEFICIARY OR BY ANY BANKRUPTCY, INSOLVENCY OR OTHER SIMILAR PROCEEDING INITIATED BY OR AGAINST PUBLIC SERVICE ENTERPRISE GROUP INC. PUBLIC SERVICE ENTERPRISE GROUP INC. 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 EXPIRATION DATE AND (II) THE DATE ON WHICH ISSUER HAS PAID ONE OR MORE DRAWS IN THE FULL AMOUNT OF THE STATED AMOUNT. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED. DRAWINGS BY FACSIMILE TO FACSIMILE NUMBER (201) 521-2336/2312 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 (201) 413-8823 ATTN. MS. ANTONINA BONDI OR AT (201)-413-8145 ATTN. MS. SELENA HOLDER-PIERRE. ISSUER WILL ACKNOWLEDGE BENEFICIARY'S FAX DRAWING BY ELECTRONIC MAIL TO THE ELECTRONIC MAIL ADDRESS PROVIDED TO ISSUER IN THE FAX DRAWING.

THIS LETTER OF CREDIT SHALL EXPIRE AT 5:00 P.M. EASTERN STANDARD TIME ON THE EXPIRATION DATE, SUBJECT TO AUTOMATIC EXTENSION AS HEREINAFTER PROVIDED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT SHALL BE A CONDITION TO THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR SUCCESSIVE PERIODS OF SIXTY (60) DAYS EACH FROM ITS CURRENT OR ANY FUTURE EXPIRATION DATES, BUT IN ANY EVENT NOT BEYOND NOVEMBER 25, 2020 WHICH SHALL BE THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT, UNLESS, AT LEAST FORTY FIVE (45) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, ISSUER NOTIFIES BENEFICIARY IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR COURIER MAIL SERVICE AT THE ADDRESS PROVIDED ABOVE (OR AT SUCH OTHER ADDRESS AS BENEFICIARY MAY SPECIFY BY WRITTEN NOTICE TO ISSUER), THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE CURRENT EXPIRATION DATE HEREOF, PROVIDED THAT ISSUER'S OBLIGATION TO MAKE ANY PAYMENT HEREUNDER IN RESPECT OF A COMPLYING DRAWING REQUEST MADE PRIOR TO THE EXPIRY HEREOF SHALL CONTINUE UNTIL PAYMENT IS MADE.

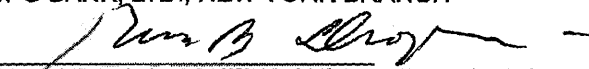
TO THE EXTENT NOT INCONSISTENT WITH THE EXPRESS PROVISIONS HEREOF, THIS LETTER OF CREDIT IS SUBJECT TO THE RULES OF THE INTERNATIONAL STANDBY PRACTICES 1998, I.C.C. PUBLICATION NO. 590 ("ISP98"), AND SHALL, AS TO MATTERS NOT GOVERNED BY THE ISP98, BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS LETTER OF CREDIT ("PROCEEDINGS"), ISSUER AND BENEFICIARY 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 ISSUER AND BENEFICIARY 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 AND BENEFICIARY.



MUFG Bank, Ltd.

MUFG BANK, LTD., NEW YORK BRANCH


SIGNATURE OF ISSUER'S AUTHORIZED OFFICIAL

Ruth Dioquino, VP

TITLE

11-21-2019

DATE

ORIGINAL