



July 9th, 2025

VIA CERTIFIED MAIL & EMAIL

First Transit Puerto Rico, Inc.
PO Box 195576
San Juan, PR 00919-5579
Attention: General Manager

**RE: Contract for the Operation and Maintenance of Rural and Seasonal Services
Contract No. 2024-000163 (“Contract”), RFP S-22-24 (RFP S-23-08)**

Dear General Manager:

On June 26, 2023, the Puerto Rico Highway and Transportation Authority (“PRHTA”) awarded RFP S-23-08 to First Transit Puerto Rico, Inc. (“First Transit”). Unsatisfied with the award, the only other proponent, Transporte Sonnell LLC (“Transporte Sonnell”), challenged the award before the Court of Appeals in *Transporte Sonnell LLC v. Junta de Subastas de la Autoridad de Carreteras*, case No. KLRA202300364, and requested a stay of the execution of the corresponding contract. The Court of Appeals denied the request for stay and upheld the award. Due to the risk of suspension of these essential services to the community and the adverse impact on the public service such action would entail, First Transit and the Authority executed the Contract on September 29, 2023.

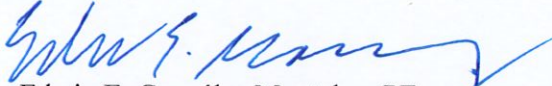
Once again unsatisfied, on October 2, 2023, Transporte Sonnell filed a writ of *certiorari* before the Puerto Rico Supreme Court (“Supreme Court”), case no. AC-2023-098, challenging the award of RFP S-22-24 to First Transit. On July 24, 2024, the Supreme Court issued Judgement and found that the revocation of the award to First Transit was warranted. For this reason, the Supreme Court reversed the Court of Appeals’ Judgement and remanded the matter to the Authority to consider, if it still deemed it appropriate, to initiate a new request for proposals to procure the services in RFP S-23-08. On November 8, 2024, the Supreme Court issued the corresponding mandate, and the Court of Appeals did the same on December 3, 2024.

Pursuant to the Supreme Court’s judgment, the PRHTA determined that issuing a new request for proposals for the services procured in RFP S-23-08, is in the best interest of the public service. Therefore, a new request for proposal was published on May 2, 2025.

On June 4, 2025, Transporte Sonnell filed an informative motion before the Supreme Court regarding the Contract’s cancellation. The matter was referred to the Court of First Instance under case no. K MI2025-0172.

Pursuant to Section 411 of the Contract, titled "Cancellation of Contract", the Supreme Court's Judgement and the agreements reached by the parties in case no. K MI2025-0172, the PRHTA hereby exercises its right to cancel the Contract effective **August 15th, 2025**. Please take notice that under Section 607, titled "Continuity of Services", and the terms included therein, First Transit shall continue providing the Services without interruption until either the PRHTA or the provider of its choosing continue those services. This is to ensure the effective transition of services in protection of the public interest, which will be safeguarded from any interruption of the Contract's essential services.

Regards,



Dr. Edwin E. González Montalvo, PE
Executive Director

Cc: Lcda. Mariacté Correa Cestero
Lcdo. Álvaro A. Almonte Veloz
Lcdo. Javier Vázquez Morales