## **GUAM POWER AUTHORITY**



ATURIDÅT ILEKTRESEDÅT GUÅHAN P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

March 21, 2023

AMENDMENT NO.: VI

TO

**INVITATION FOR MULTI-STEP NO.: GPA-012-23** 

**FOR** 

#### RENEWABLE ENERGY RESOURCE ACQUISITION PHASE IV

Prospective Bidders are hereby notified of the following responses to inquiries received from Bidder No. 5 dated January 10, 2023:

#### **CHANGES:**

REMOVE Page 3b of 263 and REPLACE with Page 3c of 263 (see attached).
 Under, INVITATION FOR BID, INSTRUCTION TO BIDDERS, Paragraph is changed

#### FROM:

This bid shall be submitted in the form of, one (1) original, six (6) bound copies of their bid including one completed electronic copy on one disk of the Qualitative Scoring Workbook including all addenda, if any to the issuing office above no later than (Time) 2:00 P.M. (Guam CHamoru Standard Time; ChST), Date: April 14, 2023. Once completed electronic copy on another disk of the Price Proposal Workbook by the "Cut-off Date for Receipt of Priced Proposals". Bidders are advised to keep a copy of the completed Workbooks and test the electronic copies on disks prior to submitting them to GPA. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

#### TO NOW READ:

This bid shall be submitted in the form of, one (1) original, six (6) bound copies of their bid including one completed electronic copy on one disk of the Qualitative Scoring Workbook including all addenda, if any to the issuing office above no later than (Time) 2:00 P.M. (Guam CHamoru Standard Time; ChST), Date: July 14, 2023. Once completed electronic copy on another disk of the Price Proposal Workbook by the "Cut-off Date for Receipt of Priced Proposals". Bidders are advised to keep a copy of the completed Workbooks and test the electronic copies on disks prior to submitting them to GPA. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

2. **REMOVE** Pages 12a and 13a of 263 and **REPLACE** with Pages 12b and 13b of 263 (see attached).

Under, Volume I, Commercial Terms and Conditions, Item 1. Introduction,

Changes to the **Table 1: Bid Milestone** as follows:

|                  | Bid Milestones                       | From Date                     | To Date          |  |  |
|------------------|--------------------------------------|-------------------------------|------------------|--|--|
| Bid Announcement |                                      | 12/01/2022                    | 07/14/2023       |  |  |
| Submit Questions | 3                                    | 12/01/2022                    | 02/07/2023       |  |  |
|                  |                                      | 02/07/2023                    |                  |  |  |
| Cut-Off Date for | Receipt of Questions                 | 4:00                          | 4:00 P.M.        |  |  |
|                  |                                      | CHamoru Standard Time; (CHST) |                  |  |  |
| GPA Review and   | Answer Questions                     | 02/08/2023                    | 05/19/2023       |  |  |
| Bidders Prepare  | Technical Proposals (Unpriced)       | 05/20/2023                    | 07/14/2023       |  |  |
| O-4 Off D-4- f   | Descript of Technical Description    | 07/14                         | 07/14/2023       |  |  |
|                  | Receipt of Technical Proposals       | 2:00 P.M.                     |                  |  |  |
| (Unpriced)       |                                      | CHamoru Standard Time; (CHST) |                  |  |  |
| EVALUATION       | Technical Proposal Evaluation        | 07/17/2023                    | 07/28/2023       |  |  |
| Step One:        | Notification of Qualified Bidders    | 07/31/2023                    | 08/04/2023       |  |  |
|                  | Cut-Off Date for Receipt of          | 10/02                         | 2/2023           |  |  |
|                  | Priced Proposals                     | 2:00                          | ) P.M.           |  |  |
|                  | ·                                    | CHamoru Stand                 | ard Time; (CHST) |  |  |
|                  | Opening of Price Proposals           | 10/0                          | 3/2023           |  |  |
|                  | (Public Opening)                     | 2:00                          | ) P.M.           |  |  |
| EVALUATION       |                                      | CHamoru Standard Time; (CHS   |                  |  |  |
| Step Two:        | Evaluation of Price Proposal         |                               |                  |  |  |
|                  | Notification of Successful Bidder(s) | 10/09/2023                    | 10/13/2023       |  |  |

| System Integration Study                    | TBD | TBD |
|---|-----|-----|
| Contract Finalization                       | TBD | TBD |
| Contract Approval & Recommendation to Award | TBD | TBD |
| Public Utilities Commission Review          | TBD | TBD |
| Contract Signing                            | T   | BD  |

3. **REMOVE** Page 16 of 263 and **REPLACE** with 16a of 263 (see attached).

Under Volume I: Commercial Terms and Conditions, Item 2. Instructions to Bidders is changed

#### FROM:

This is a multi-step bid procurement consisting of two steps. The **Technical Qualification Proposal** and the Priced Proposal should both be submitted on or before the Cut-off Date of Receipt of Proposals indicated in Table 1: Bid Milestones. In Step One, only the submitted Technical Qualification Proposals will be evaluated and determined whether Acceptable or Unacceptable. GPA will select a short-list of qualified bidders who will be eligible to submit their priced proposals. Only the BIDDERs whose Technical Qualification Proposals are determined to be Acceptable shall qualify for Step Two. BIDDERs whose Technical Proposals are Unacceptable shall be notified, and the unopened Price Proposal packages shall be returned. In Step Two, the Price Proposals of the Bidders whose Technical Qualification Proposals will be considered for award.

#### TO NOW READ:

This is a multi-step bid procurement consisting of two steps. The Technical Qualification Proposal shall be submitted on or before the Cut-Off Date for Receipt of Technical Proposals (Unpriced) indicated in Table 1: Bid Milestones. The Priced Proposal shall be submitted on or before the Cut-Off Date for Receipt of Priced Proposals.

In Step One, only the submitted Technical Qualification Proposals will be evaluated and determined whether Acceptable or Unacceptable. After the Cut-Off Date for Receipt of Technical Proposals, Bidders may be requested to schedule a presentation and discussion session with GPA on Guam. GPA may issue a final Amendment after these presentations and discussions prior to receiving the priced proposals. GPA will select a short-list of qualified bidders who will be eligible to submit their priced proposals. Only the BIDDERs whose Technical Qualification Proposals are determined to be Acceptable shall qualify for Step Two. BIDDERs whose Technical Proposals are Unacceptable will be notified.

In Step Two, the Price Proposals based upon Technical Qualification Proposals will be considered for award. Only the Technical Qualification Proposals that are deemed acceptable, either initially or as a result of further discussions with prospective Bidders, will be considered for award during Step Two.

4. **REMOVE** Page 30 of 263 and **REPLACE** with 30a of 263 (see attached).

Under Volume I: Commercial Terms and Conditions, Item 2.12. Award of Contract, paragraph 2 and 3 is changed

#### FROM:

The successful Bidder shall provide the required Performance Bond within **fourteen (14) days** of receipt of the GPA Notice of Intent to Award.

Failure on the part of the successful Bidder to provide a Performance Bond and/or to enter into a contract with GPA shall be sufficient grounds for the annulment of the award. The negotiations may then be resumed with the next most qualified Bidder.

#### TO NOW READ:

The successful Bidder shall provide the required Development Security within ten (10) Business Days from the date when a binding credit agreement is executed.

Failure on the part of the successful Bidder to provide a Development Security and/or enter into a contract with GPA shall be sufficient grounds for the annulment of the award. The negotiations may then be resumed with the next most qualified Bidder.

5. **REMOVE** Page 113a of 263 and **REPLACE** with Page 113b of 263 (see attached).

Under Volume II: Technical Qualification Proposal Requirements, Item 2.5.3 Energy Purchase Price Units, DELETE last sentence:

#### FROM:

The Bidder shall provide a fixed price bid in \$/MWH for the term of the proposed delivery of renewable energy for each ESS proposal options. The price bid shall include the capital and O&M components which shall be referred to should GPA exercise the capital buy-out option. All columns in the bid price worksheet must be filled. GPA will not accept bids with year-over-year (YOY) escalation rates greater than 1.0% per year.

#### TO NOW READ:

The Bidder shall provide a fixed price bid in \$/MWH for the term of the proposed delivery of renewable energy for each ESS proposal options. The price bid shall include the capital and O&M components which shall be referred to should GPA exercise the capital buy-out option. All columns in the bid price worksheet must be filled.

#### **INCLUSIONS:**

To include the following as-built drawings to Appendix K:

- Apra Substation Expansion Site Plan as page 224a of 263 (see attached)
- Harmon Substation as page 224b of 263 (see attached)

#### QUESTION:

1. (Page 1, Invitation for Multi-Step Bid)
Please advise when GPA coordinated bid conference will be held.

#### ANSWER:

A Bid Conference will not be held for this bid. Any prospective BIDDER desiring an explanation or interpretation of the solicitation, commercial terms, Technical Specifications, etc., must make a request in writing to GPA at the address listed on Page 16 of 263 of the bid document. In addition, Bidders may also make this request in writing to the GPA Procurement Officer at <a href="mailto:ipangelinan@gpagwa.com">ipangelinan@gpagwa.com</a>.

## QUESTION:

2. (Volume I, Page 12, 1. Introduction)

Please confirm if the 'contract award date' (p12) is the same date as the signing date of the 'Renewable Energy Purchase Agreement'.

And please also confirm if the Development Security shall be submitted within 14 days of 'intent to award' in Vol.1 2.12 (p30) and this date is the same date as the 'Notification of Successful Bidder(s)' (p13) in the Table 1: Bid Milestones, Vol I 1. Introduction.

#### ANSWER:

- a. The "contract award date" indicated in the first paragraph on Page 12 of 263 refers to the Effective Date of the Renewable Energy Purchase Agreement.
- b. The Development Security shall be submitted within ten (10) Business Days from the date when a binding credit agreement is executed. Please refer to Volume III for Development Security requirements.

#### QUESTION:

3. (Volume I, Page 23, 2.9.2.4. Manual Bid Submittal Package Format and Handling) Please confirm if the submittal in USB device is acceptable.

#### ANSWER:

The original copy and 6 bound copies of the bid must be tangible printed media and hand-delivered by an authorized agent of the Bidder to the Procurement Officer of the Guam Power Authority. However, the required copies of the Qualitative Scoring Workbook and Priced Proposal Workbook should also be provided in separate USB devices inside clearly marked envelopes. Please refer to section 2.9.1.3. Electronic Copies of the Bid Scoring Workbook.

4. (Volume I, Page 25, 2. Instruction to Bidders, 2.10. Step Two Procedures) Upon completion of Step One and the selection of qualified bidders, qualified bidders must submit their priced proposals.' → The instruction on page 16 states that the technical qualification proposal and the priced proposal should be submitted at once. Which guideline should be followed?

#### ANSWER:

Kindly refer to **CHANGES** Nos. 1 and 2 above.

#### QUESTION:

6. (Volume I, Page 30, 2.12. Award of Contract)

It is stipulated that 'The successful Bidder shall provide the required Performance Bond within 14 days of receipt of the GPA Notice of Intent to award. And Vol III 9.1 Development Security stipulates 'Seller shall post the Development Security within ten (10) Business Days from the date when a binding credit agreement is executed.."

There are discrepancy and inconsistency in these 2 clauses. Please confirm if the 'Performance Bond' in Vol I. 2.12 Award of Contract shall be replaced to "Development Security" and which one is correct date to post the Development Security.

#### ANSWER:

The Development Security shall be submitted within ten (10) Business Days from the date when a binding credit agreement is executed. Please refer to Volume III for Development Security requirements.

Kindly refer to **CHANGES** No. 3 above.

#### QUESTION:

7. (Volume I, Page 30, 2.13.1. Bid Bond Form and Amount)

Please confirm, in case the Bidder forms a consortium, the bid bond of 150,000.00 USD can be separately provided by the members of the consortium summing up to 150,000.00 USD in aggregate and in different types. i.e. Bid Guarantee Bond/ standby irrevocable Letter of Credit/ Certified Check/ Cashier's Check. (for instance, 100,000.00 USD for standby irrevocable Letter of Credit and 50,000.00 USD for Certified Check).

#### ANSWER:

Yes, as long as it totals the amount required in the "Special Reminders to Prospective Bidders" and Item 11 of the General Terms and Conditions.

#### **QUESTION #8:**

8. (Volume I, Page 31, 2.13.3. Requirement for Performance Bond Execution by a Guam Licensed Surety Company)

Shall the Bidder provide a Performance Bond executed by a surety company licensed to do business on Guam only or acceptable from out of Guam?

#### ANSWER:

GPA has previously accepted Certified Checks, Cashier's Check or Letters of Credit from an international bank with a New York branch office. However, GPA will determine final approval after a written request is received with the bank information prior to the bid submittal. It is the Bidder's responsibility to provide this information at least two weeks prior to the bid submittal.

#### QUESTION:

9. (Volume I, Page 32, 3. Required Forms and Supplemental Information) In regards to Certificate of Good Standing as one of the required forms to Bidder, could it be replaced by Certificate of Business Registration issued by tax authority? The Certificate of Business Registration provides and confirms that the details of the corporate taxpayer's information are true and correct. For the same in the other Guam project, we submitted the substitute since the Certificate of Good Standing does not exist in our country.

As a foreign and international developer, there are limitations in using surety company licensed to do business on Guam. Can Bidder use other companies such as commercial banks which have their registration

in the USA?"

#### ANSWER:

Certificates of Good Standing are issued by the Secretary of State (or equivalent agency responsible for filing entities and maintain state business licensing records) in which the entity is formed, or in which it has qualified as a "Foreign Entity". Alternately, a document certified and witnessed by an equivalent of U.S. Notary Public that states:

- The Bidder does not have any liens or lawsuits or back truces or issues with their business licensing.
- Includes a list of clients and suppliers with contact information.

Additionally, Bidder must include notarized letters from clients and suppliers indicating that the Bidder is in good standing with these companies. This information can at a minimum level be used meet the requirement.

#### QUESTION:

10. (Volume I, Page 50, 4.18. Warranty)

Bidder understands the Warranty shall be addressed between Bidder and its contractor(s). Plus, GPA holds Performance Bond for Seller's performance during the 'Delivery Period', this Warranty requirement is double dip. Please confirm if GPA requires Warranty and if yes please specify in what circumstance this Warranty shall be provided to GPA.

#### ANSWER:

The purpose of the required Warranty is primarily to ensure the Contractor remedies all defects from the *interconnection facilities* within twelve (12) months from the date on which GPA has placed the Goods in continuous service, or within twenty-four (24) months from the date of final payment, whichever date shall first occur, as specified in Volume I, section 4.18. Warranty.

11. (Volume I, Page 61, 4.28. Governing Law)
In case of the Contractor's transfer the Facility according to 12.8 of volume III, after satisfying 12.8 (a), please confirm if the Contractor still need to receive a written consent from GPA before transfer this Agreement?

#### ANSWER:

The Contractor shall not transfer or assign the contract without the prior written consent of GPA. GPA will not accept any requests to transfer or assign the contract up to 5 years after COD.

#### QUESTION:

12. (Volume II, Page 102, 1. Overview)

Regarding the total minimum annual energy (300,000MWh), is it mandatory to provide min. 300,000MWh each year during the contract term by each bidder? Or is it possible to provide less than 300,000MWh?

#### ANSWER:

A single renewable energy facility at one site can deliver less than 300,000 MWh per year. GPA intends to procure a total minimum annual energy of 300,000 MWh from either one site or a combination of several sites. Bidders may submit proposals for one or more sites.

#### **QUESTION #13:**

13. (Volume II, Page 102, 1. Overview)

Vol II. 1. Overview states "GPA will execute purchase power agreements for delivery of firm, non-intermittent power from one, or more, renewable generation resources to the 34.5 kV or 115 kV GPA transmission system."

Vol II. 1.Overview states the maximum export capacity, in the ENERGY AND CAPACITY paragraph "The renewable energy resource shall deliver an annual minimum energy (AC) as specified in the Bidder's Qualitative Proposal with a maximum export capacity of 80 MW (AC) at the interconnection point; this may be a combination of several generation units at one or more sites."

Please confirm if Bidder can export 80MW (AC) interconnecting to the 34.5kV system.

#### ANSWER:

The amount of power delivered is limited by the ampacity of the transmission line from the substation to the point of interconnection. For interconnections at the 34.5 kV level, the limit may be 30 MW (AC) or lower depending on the line ampacity or other interconnected generation facilities, and shall be interconnected to separate transmission lines unless determined otherwise by the System Integration Study. The limit may be raised for interconnections at the 115 kV level if the transmission line has a higher ampacity.

- 15. (Volume II, Page 102, 1. Overview Renewable Resource Energy)
  - (1) Regarding grid-forming and black-start capabilities, it is understood that scope of these capabilities is limited to project plant internal operations such as initial-energization/recovery, but are not correspond to the whole GPA network's operations. Please confirm.
  - (2) If grid-forming and black-start capabilities are requirement for reserved power resource to respond to the whole GPA network initial-energization/recovery, please inform technical specifications and operating conditions for each function including the information below.
  - a. Minimum capacities of Power (MW) and Energy (MWh)
  - b. Minimum/Maximum continuous output duration period(minutes) at the rated power
  - c. Event occurrence frequency by a certain period such as year, month, daily, etc.
  - d. Minimum/Maximum ramp rate (MW per min.)
  - e. Control interval time (sec. or msec.)
  - Interval time (sec.) on receiving control command from GPA systems such as PSCC SCADA or AGC system

#### ANSWER:

1) The scope of the grid-forming and black-start capabilities are not limited to project plant internal operations. The Contractor's system may be required to assist GPA's network operations during power system restoration after a system-wide black out or in the aftermath from a natural disaster such as a typhoon, tropical storm, or other event to assist the whole grid or to form and serve power to a separate islanded microgrid within the GPA system.

It is GPA's intent that after a severe weather event such as those listed in the Table below or after a power system blackout, the Contractors system be able to:

- Grid form GPA's system to bring back the entire grid after a blackout; or,
- Form and supply power to an islanded microgrid until other portions of GPA's Grid are being restored.

This means that the Contractor's system must be able to form a microgrid, provide appropriate voltage and frequency to the microgrid loads at all times, and operate for several hours up to the limits of the initial BESS state of charge for up to safe limits duration of the BESS (a minimum of 4-hour). Contractor may meet the 12-hour dispatch requirement either through a long-duration BESS or through separate shorter duration BESS. In the latter case, each BESS would be operated sequentially to provide power for a longer period of time.

The nature of these requirements will depend on the interconnection point to the GPA Grid where the Contractor's system is installed. It will also depend upon the characteristics of the Contractor's system. Therefore, at least six months prior to system commissioning, GPA will address these with the completion of an operational plan and policy for black-start and grid-forming responsibilities specific for the Contractor's systems. Regardless of interconnection point, the Contractor's system shall comply with the intentional island clause (8.2) of IEEE Std 1547-2018. This clause mainly focusses on transitioning from and transitioning back to connected/paralleled operation with the Area EPS (i.e. GPA Grid).

- 2) If grid-forming and black-start capabilities are requirement for reserved power resource to respond to the whole GPA network initial-energization/recovery, please inform technical specifications and operating conditions for each function including the information below.
  - a. Minimum capacities of Power(MW) and Energy(MWh)

For 34.5 kV interconnections, each controllable solar or Wind Turbine Generator plus Battery Energy Storage System unit with ramp control functions shall be limited to 30MWac maximum output on its own breaker. For example, a 90MW solar plus storage site will have three controllable/dispatchable units of 30MW solar plus storage each.

For 115 kV interconnections, each controllable solar or Wind Turbine Generator plus Battery Energy Storage System unit with ramp control functions shall be limited to 60MWac maximum output on its own breaker.

Minimum BESS capacities of Power (MW<sub>ac</sub>) is 5 MW<sub>ac</sub>. Minimum Energy (MWhac) BESS capacity is 5MW<sub>ac</sub> X 12 hours = 60MWH<sub>ac</sub>.

b. Minimum/Maximum continuous output duration period(minutes) at the rated power

Maximum Continuous Output Duration = 12 hours, either through one long duration battery or a banks of sequentially discharged BESS to satisfy 12-hour requirement.

Minimum Continuous Output Duration = 4 hours

c. Event occurrence frequency by a certain period such as year, month, daily, etc.

As more grid forming inverter BESS systems are added to GPA's system, these responsibilities will be rotated depending on the characteristic of the outage (network topology). GPA PSCC dispatchers may also elect to use Ukudo Power Plant or other synchronous generation as the grid forming solution.

The black-start, grid-forming requirement addresses large outages triggered by natural disasters such as typhoons and tropical storms. It also addresses the aftermath of cascading outages on the system resulting from system issues.

Guam lies in the path of typhoons and it is common for the island to be threatened by tropical depressions and storms, and occasional typhoons during the wet season. The highest risk of typhoons is from August through November. They can, however, occur year-round. The Table below lists the Federal Disaster Declarations for Guam from typhoons and tropical storms since 1963 to the present. Since 1962, a period of just short of 31 years, there have been 14 significant typhoons and tropical storms making landfall on Guam, resulting in a United States federal disaster declaration for the territory, and creating significant loss of the electrical system.

|        | Federal Disaster Declarations for Guam from typhoons and tropical storms since 1963 to the present |  |                                    |                                    |  |  |  |
|--------|--|--|------------------------------------|------------------------------------|--|--|--|
| List # | Event (Disaster Declaration Number)  | Incident Period                            | Major Disaster<br>Declaration Date | Impact                             |  |  |  |
| 1      | Guam Typhoon Mangkhut (DR-4398-GU)   | September 10, 2018<br>- September 11, 2018 | October 01, 2018                   | 80% of the island lost electricity |  |  |  |
| 2      | Guam Typhoon Dolphin (DR-4224-GU)  | May 13, 2015<br>- May 16, 2015             | June 05, 2015                      | 40% of the island lost electricity |  |  |  |
| 3      | Guam Tropical Storm Halong (DR-4191-GU)  | July 28, 2014<br>- July 31, 2014           | September 10, 2014                 | Multiple Isolated Outages          |  |  |  |
| 4      | Guam High Winds, Flooding, and Mudslides as a result of Tropical Storm Tingting (DR-1533-GU)       | June 26, 2004<br>- June 29, 2004           | July 29, 2004                      | Multiple Isolated Outages          |  |  |  |
| 5      | Guam Super Typhoon Pongsona (DR-1446-GU)   | December 08, 2002<br>- December 16, 2002   | December 08, 2002                  | Island-Wide Blackout               |  |  |  |
| 6      | Guam Typhoon Chata'an (DR-1426-GU)   | July 05, 2002<br>- July 06, 2002           | July 06, 2002                      | Island-Wide Blackout               |  |  |  |
| 7      | Guam Typhoon Paka (DR-1193-GU)   | December 16, 1997<br>- December 17, 1997   | December 17, 1997                  | Island-Wide Blackout               |  |  |  |
| 8      | Guam Typhoon Omar (DR-957-GU)  | August 28, 1992<br>- August 29, 1992       | August 28, 1992                    | Island-Wide Blackout               |  |  |  |
| 9      | Guam Typhoon Yuri (DR-924-GU)  | November 27, 1991<br>- November 28, 1991   | December 04, 1991                  | Island-Wide Blackout               |  |  |  |
| 10     | Guam Typhoon Russ (DR-887-GU)  | December 21, 1990                          | December 24, 1990                  | Island-Wide Blackout               |  |  |  |
| 11     | Guam Typhoon Roy (DR-810-GU)   | January 11, 1988<br>- January 12, 1988     | January 20, 1988                   | Island-Wide Blackout               |  |  |  |
| 12     | Guam Typhoon Pamela (DR-503-GU)  | May 22, 1976                               | May 22, 1976                       | Island-Wide Blackout               |  |  |  |
| 13     | Guam Typhoon Olive (DR-153-GU)   | April 30, 1963                             | April 30, 1963                     | Island-Wide Blackout               |  |  |  |
| 14     | Guam Typhoon Karen (DR-140-GU)   | November 12, 1962                          | November 12, 1962                  | Island-Wide Blackout               |  |  |  |

# Black-Starting other GPA generation is not likely. GPA has black start capability at all its generation plants, as listed in the Table below.

| Power Plant                                    | Gen-Set Model             | Rated RPM/ Output     | Volt/ Hertz        | Black-start Capability & Remarks  | Source                   |
|--|---------------------------|-----------------------|--------------------|---|--------------------------|
| Dededo CT                                      | Cummins, KTA50G1          | 1800 RPM/ 1560<br>KVA | 480 Vac, 3ph/60 Hz | Dead-Buss Capable, Controls<br>Upgraded in 2016 to allow<br>Manual or Auto Sync to Close<br>black-start 52BS Breaker.   | Jeam Diaz                |
| Macheche CT                                    | Detroit Diesel,<br>12V92, | 1800 RPM/ 938 KVA     | 480 Vac, 3ph/ 60Hz | Dead-Buss Capable, Must<br>manually Sync and Close<br>blackstart 52BS Breaker.  | Jeam Diaz                |
| Piti 7 CT                                      |                           |                       |                    |   | Isaac N. Cruz            |
| Yigo CT (Yigo Diesels used as<br>black starts) | Cummins, QSK50G4          | 1800 RPM/1500<br>KVA  | 480 Vac, 3ph/ 60Hz | YCT Black-start GenSet was<br>damaged and it was decided not<br>to replace as Aggrekko Units were<br>able to Dead-Buss and enable YCT<br>Turbine to Start up if needed. | Francis J. Iriarte, P.E. |
| MDI (Pulantat) Diesels                         | Self                      |                       |                    |   | Francis I. Cruz          |
| Talofofo Diesels                               | Self                      |                       |                    |   | Francis I. Cruz          |
| Tenjo Diesels                                  | Self                      |                       | _                  |   | Francis I. Cruz          |
| Yigo (Aggreko) Diesels                         | Self                      |                       |                    | Used to Black-Start Yigo CT   | Francis I. Cruz          |

## The Table below lists GPA's system blackouts since 2009.

| Historical Blackouts (2009 to 2/2023) |   |  |  |
|---------------------------------------|---|--|--|
| Blackout Date                         | Description   |  |  |
| 9/12/2009                             | Fault on Agana-Tamuning 115 kV Line tripped Cabras 3 & 4. Fault on Piti - Agana 34.5 k Line tripped MEC 9 |  |  |
| 11/3/2010                             | Fault on Tamuning-San Vitores Line and the SEL relay failed.  |  |  |
| 5/9/2011                              | Static Line at Cabras Switchyard fell and tripped Cabras 1-4.   |  |  |
| 6/4/2011                              | Making repairs to Cabras Static Line but MEC 9 and Macheche CT trip                                       |  |  |
| 6/6/2013                              | Fault and fire at Dededo CT   |  |  |
| 7/11/2013                             | MEC 9 trip  |  |  |
| 7/5/2018                              | Tropical Storm Maria  |  |  |

d. Minimum/Maximum ramp rate (MW per min.)

This is for Regular Power Dispatch Not Rapid Reserve Response.

- 2 MW/minute Minimum Ramp Rate
- 5 MW/minute Maximum Ramp Rate
- e. Control interval time (sec. or msec.)

#### What is meant by Control Interval Time? If different from f) below?

 Interval time(sec.) on receiving control command from GPA systems such as PSCC SCADA or AGC system

GPA SCADA or Grid Controller will send control signals to Contractor's system at least 2-second intervals.

#### QUESTION:

18. (Volume II, Page 103, 1. Overview – Interconnection)

In order for Bidders to provide competitive tariffs, please provide detail technical for existing GPA's Apra and Harmon Substation, including but not limited to, numbers of 115kV bays, specifications, single line diagrams and drawings.

#### ANSWER:

Please refer to the as-built drawings for the Apra Substation Expansion Project and Harmon Substation added to Appendix K.

Kindly refer INCLUSIONS above.

#### QUESTION:

20. (Volume II, Page 104, 2.1. Product and Term)

Considering precedent cases and the lead time required for permits and financial close, it is reasonable that the 'Projects in this acquisition phase are required to be operational and delivering renewable energy on or before 36 months from the "signing of the Renewable Energy Purchase Agreement" Please confirm.

#### ANSWER:

Projects in this acquisition phase are required to be operational and delivering renewable energy on or before 36 months from the contract award date. However, GPA may consider an extension for extenuating circumstances.

#### QUESTION:

21. (Volume II, Page 105, 2.2.2. Acceptable ESS Technology)

What does 'in a utility environment' mean and what is the requirement to be met from the Bidder side?

#### ANSWER:

The ESS technology should have at least one year of successful operational history providing grid services described in the following table to an electric utility company connected to a power grid.

| Grid Service  | Description   |  |
|---|---|--|
| Firm Power Dispatch   | Provide Dispatchable Renewable Energy   |  |
| Operating Reserve   | Standby Generation Reserve  |  |
| Fast Frequency Regulation   | Rapid injection or absorption of power in response to changes in frequency to maintain system frequency within a tight bandwidth  |  |
| Rapid Reserve   | Respond to fast frequency decay due to trip of large generators on the GPA system by immediate injection of power to the grid to balance generation and demand and prevent underfrequncy load shedding. |  |
| Shaping and Firming Smoothing out intermitency of the renewable resource. |   |  |
| Black Start   | Capability to Black Start other Generators over the Transmission System   |  |
| Grid Forming  | Capability to form and supply Microgrids post-natural disaster (i.e., typhoons) or system blackouts.  |  |
| Energy Shifting   | Long Duration Energy Storage System Function  |  |
| Volt/Var Optimization   | Steady state and dynamic management and optimization of Power<br>System Voltages  |  |

#### QUESTION:

- 22. (Volume II, Page 105, 2.2.2.1. ESS Technical Requirements, b. Reactive Power Requirements)
  Regarding reactive power capability, Bidder requires technical specifications and operating conditions for each function including but not limited to the information below.
  - a. Minimum capacities of Power (MVA) and Energy (MVAh)
  - b. Minimum/Maximum continuous output duration period (minutes) at the rated power
  - c. Event occurrence frequency by a certain period such as year, month, daily, etc.
  - d. Minimum/Maximum ramp rate (MW per min.)
  - e. Control interval time (sec. or msec.)

Please advise how Bidder shall include reactive power capability in its bid while above information is absent.

#### ANSWER:

a. Minimum capacities of Power(MVA) and Energy(MVAh)

The required reactive power available depends on the size of the BESS provided. The requirement, independent of BESS capacity, is that the BESS's total apparent power (MVA) shall be sized to provide full rated active power at 80% power factor.

Under manual dispatch, SCADA control, or Grid Controller Control, the proposed BESS must provide up to the full reactive power available given the above requirement as requested/commanded. BESS must be able to provide and absorb reactive power as required. Four-quadrant capability is required, i.e. BESS shall be capable of providing any combination

of charge or discharge of active (MW) and reactive (MVAR) power up to the BESS's full MVA rating.

b. Minimum/Maximum continuous output duration period(minutes) at the rated power

Contractor may meet the 12-hour dispatch requirement either through a long-duration BESS or through separate shorter duration BESS. In the latter case, each BESS would be operated sequentially to provide power for a longer period of time. The BESS must provide active power for several hours up to the limits of the initial daylight ending BESS state of charge for up to safe limits duration of the BESS either from a single 12-hour long duration BESS or sequentially through multiple BESS. The maximum Discharge Capacity will be at the maximum interconnection limit of 30 MW.

c. Event occurrence frequency by a certain period such as year, month, daily, etc.

Supply of reactive power is a 24/7 requirement for the proposed BESS

d. Minimum/Maximum ramp rate (MW per min.)

#### **Under Rapid Reserve Grid Service Function**

BESS must be able to inject power into grid within 100 ms and come to full rated power within 200 ms.

## **Under Fast Frequency Regulation Service Function**

BESS must be able to absorb or inject power into grid within 100 ms and come to full rated power within 200 ms.

## **Regular Power Dispatch**

- 2 MW/minute Minimum Ramp Rate
- 5 MW/minute Maximum Ramp Rate
- e. Control interval time (sec. or msec.)

GPA SCADA or Grid Controller will send control signals to Contractor's system at least 2-second intervals.

#### QUESTION:

- 23. (Volume II, Page 105, 2.2.2.1. ESS Technical Requirements, c. Response Times)
  Regarding response time within 200 msec. of ESS, please confirm if the measurement point and scope suggested below are acceptable.
  - a. Measurement point: AC side of ESS Power Conditioning System/Inverter
  - b. Measurement section
    - Start: The moment of ESS PCS received powering signals from upper control system(s).
    - End: The moment of detecting rated power at AC side of ESS PCS

## ANSWER:

- a. Measurement point: Meter at the point of interconnection
- b. Measurement section:

Start: The moment the signal is received by the PMS

End: The moment the meter at the point of interconnection received the full rated power

#### QUESTION:

24. (Volume II, Page 107, 2.2.2.1. ESS Technical Requirements, f. SCADA/EMS/SA/AGC Communications Protocol)

Regarding Project Control System communication interface requirement with GPA SCADA, EMS, SA, and AGC system, Bidder requires technical interface specifications for each system including the information below.

- a. Protocol to be applied
- b. Communication interval
- c. Data format
- d. Redundancy
- e. Any particular devices, if required

Please advise how Bidder shall include Project Control System function in its bid while above information is absent.

#### ANSWER:

- a. Protocol to be applied: DNP3 Protocol for SCADA
- Communication interval: 2-second scan and 5-minute integrity poll; Class 1, 2, 3 every 30 minutes
- c. Data format: GPA SCADA, EMS and SA communicate DNP3 protocol.
- d. Redundancy: Primary and Backup RTU and switches
- e. Any particular devices, if required: GE G500 RTU

#### QUESTION:

25. (Volume II, Page 107, 2.2.3. Proven Technology)

Regarding Proven Technology requirement, please inform technical specifications and conditions for the information below:

- a. Definition of key components
- Definition of same technology (For example, is it applicable if it is a product made by the same manufacturer in a solar module and applied with the same technology such as Polysilicon/PPERC/ Monofacial?)

#### ANSWER:

- a. The key components are the hardware and software which are essential to maintain the use and productivity of the renewable energy resource over time. Key components and systems must not be in the development phase. For example, for a solar PV installation, the key components include but may not be limited to: solar PV arrays, energy storage and controls such as PCS and BMS, inverter control systems, SCADA or DCS, substation equipment, and grid services functionality.
- b. GPA encourages innovation from bidders. We are not locked into specific technologies under the broad categories for renewable energy systems. For intermittent renewable energy

sources, GPA is looking for innovative proposals that provide renewable energy that is stored and shifted for use from 6 pm to 6 am at night. As long as the renewable energy meets the operational and cyber-security requirements and provides the requisite grid services, Bidders may use specific technologies of their choosing that are not developmental technologies, but have at least one-year of commercial operation at scale. GPA will clarify the cyber-security and critical infrastructure protection requirements it has adopted in a subsequent amendment to the bid documents.

#### QUESTION:

- 26. (Volume II, Page 108, 2.4.1. Interconnection)
  - a. We would like to clarify if the transmission line can be connected to high voltage of step up transformer without new substation.
  - b. If GPA requires any approved vendors for interconnection, please provide the list of such approved vendors.

#### ANSWER:

- a. A new substation at the renewable generation facility at transmission level (34.5kV and up) is required.
- b. GPA does not have any approved vendors for the interconnection.

#### QUESTION:

27. (Volume II, Page 109, 2.4.1. Interconnection)

Please provide the GPA's estimated transmission cost and specifications for 115kV Underground.

## **ANSWER:**

GPA currently does not have any 115 kV underground transmission line costs or specifications.

#### QUESTION:

29. (Volume II, Page 112, 2.5.1. Fixed Pricing for Guaranteed Energy)

Please provide the ground of price escalation at a fixed rate of 0.5% annually for the entire contract period.

#### **ANSWER:**

This was an arbitrary selection for this bid as the 1% escalation factor was for Phase II and III Renewable Acquisition Bids. The largest cost for this project is capex, amortized over the contract period and energy produced. This should be a relatively fixed price. GPA has received bids in the past that proposed 0% escalation of energy cost. The 0.5% was the latest compromise by GPA parties involved in the structuring of the Phase IV bid.

#### QUESTION:

30. (Volume II, Page 112, 2.5.1. Fixed Pricing for Guaranteed Energy)

Please advise how 1% penalty factor to the prices of bids interconnecting to the 34.5 kV system will be calculated.

#### ANSWER:

For price proposals interconnecting to the 34.5 kV system, the bidder's Annual Price (\$/MWH) for the first contract year will be multiplied by 1.01 to get the equivalent Annual Price (\$/MWH) used to compete with the other price proposals. This 1% penalty accounts for the additional losses for interconnecting at the lower voltage level.

#### QUESTION:

31. (Volume II, Page 113, 2.5.3. Energy Purchase Price Units)

Please clarify the difference between the up to 1% year-over-year (YOY) escalation rates in Section 2.5.3 and price escalation at a fixed rate of 0.5% annually for the entire contract period in Section 2.5.1. Which one applies?

#### ANSWER:

Kindly refer to **CHANGES** No. 4 above.

#### QUESTION:

32. (Volume II, Page 113, 2.5.4. Bid Expiration) Please define the due date of the IFB.

#### ANSWER:

Please refer to the updated Bid Milestones table which identifies the due dates for the Technical Proposals (Unpriced) and Price Proposals.

#### QUESTION:

33. (Volume II, Page 114, 3.1 Project Development)

Please advise how GPA will evaluate a Bidder's 'level of site control by developer' when it is in the stage of performing its land purchase agreement but not completed yet. e.g. Purchase agreement in effect, performing due diligences and interim payments are made but for the final payment.

#### ANSWER:

GPA will accept a notarized letter of commitment from the property owner confirming the sale of the property to the Bidder upon award. However, only one letter per land owner will be accepted and the land owner shall not be optioning the same property to multiple bidders.

#### **QUESTION:**

34. (Volume II, Page 115, 3.2 Status of Project Financing)

7. Bidder should list the current credit rating from S&P and Moody's for the sponsor, affiliates, partners and credit support provider, and any Dun&Bradstreet rating are acceptable.

If a member of bidding consortium does not have credit rating from S&P and Moody's, or even from Dun&Bradstreet, which could be a substitute?

#### ANSWER:

For South Korean firms, if a credit rating from S&P, Moody's, Fitch, or Dun&Bradstreet are unavailable, credit information and ratings from the following South Korean firms are acceptable:

The Korea Ratings (Fitch Ratings affiliate);

- Korea Investors Service (Moody's affiliate); and,
- The NICE Group.

35. (Volume II)

Please provide a list of 'Code and Standard' for the plant and the transmission lines Bidders shall comply with.

#### ANSWER:

At a minimum, GPA follows ANSI, IEEE, NEMA, NEC, NESC, UL, IBC, IFC and Guam Laws.

#### **QUESTION:**

36. (Volume III, Page 139, Test Energy)

Please confirm the LEAC rate shall be LEAC rate available at the time when the Test Energy is generated.

Please also confirm which LEAC Rate shall be applied for above? (Secondary distribution, Primary 34.5kV, 115kV, etc.)

#### **ANSWER:**

The price of the Test Energy shall be the lower of the Contract Price or 34.5 kV or 115 kV LEAC rate, depending on the voltage level of the project, established at the time the Test Energy is generated.

#### QUESTION:

38. (Volume III, Page 144, 4.4 Termination Damages)

The amount of Termination damages for each termination date is not clearly stated. The sentences presented under "termination occurs:" are not well understood.

#### ANSWER:

Please refer to the table below for the Termination Damages amounts. The Draft Contract in Volume III will be updated during the Contract Finalization period to reflect the applicable revisions from the bid document amendments.

| Up to Financing Arrangement Provision Date       | 100% of Bid Security            |
|--|---------------------------------|
| Up to Six (6) months after Financing Arrangement | 50% of the Development Security |
| Provision Date                                   |                                 |
| Up to Twelve (12) months after Financing         | 75% of Development Security     |
| Arrangement Provision Date from Six (6) months   |                                 |
| after Financing Provision Date                   |                                 |
| Twelve (12) months after Financing Arrangement   | 100% of Development Security    |
| Provision Date forward:                          |                                 |

39. (Volume III, Page 145, 4.5 Seller's and Buyer's Obligations)
Please clarify the discrepancy of applying price between i) the lower of the Contract Price and the LEAC Rate to excess amount of 105% of the Estimated Annual Production
ii) a 15% discount of the lesser of the two following prices: 1) the Bidder's guaranteed price applicable to the then current time period or 2) the effective Levelized Energy Adjustment Clause (LEAC) to above and beyond the guaranteed amount (2.5.2. Pricing for Energy Above Guaranteed Amount)

#### ANSWER:

For clarification on the correct pricing for renewable energy produced above the guaranteed amount, please refer to Volume II, section 2.5.2. Pricing for Energy Above Guaranteed Amount. All renewable energy available from the Bidder's project(s) above and beyond the guaranteed amount will be offered to GPA at a 15% discount of the lesser of the two following prices: 1) the Bidder's guaranteed price applicable to the then current time period or 2) the effective Levelized Energy Adjustment Clause (LEAC) fuel recovery cost incurred by GPA's ratepayers.

The Draft Contract in Volume III will be updated during the Contract Finalization period to reflect the applicable revisions from the bid document amendments.

#### QUESTION:

40. (Volume III, Page 145, 4.4 Termination Damages) Please provide adjusted table. Because it is broken.

#### ANSWER:

Please refer to the table below for the Termination Damages amounts. The Draft Contract in Volume III will be updated during the Contract Finalization period to reflect the applicable revisions from the bid document amendments.

| Up to Financing Arrangement Provision Date       | 100% of Bid Security            |
|--|---------------------------------|
| Up to Six (6) months after Financing Arrangement | 50% of the Development Security |
| Provision Date                                   |                                 |
| Up to Twelve (12) months after Financing         | 75% of Development Security     |
| Arrangement Provision Date from Six (6) months   |                                 |
| after Financing Provision Date                   |                                 |
| Twelve (12) months after Financing Arrangement   | 100% of Development Security    |
| Provision Date forward:                          | -                               |

#### QUESTION:

42. (Volume III, Page 149, 4.17 Allowable GPA Curtailment Interim Period)
In the interest of eliminating unnecessary contingencies for below case, kindly requesting GPA to provide a cap amount of curtailment for Allowable GPA Curtailment Interim Period i) 4.17 Allowable GPA Curtailment Interim Period.

[Subject to Final System Impact Study this section may be required]

For any day during the contract term prior to, GPA will be allowed to curtail the Seller's Output due to undesirable effects or low loads which may impact stable operations of the GPA electric grid system. GPA will not be required to pay for any curtailments during this period. This will be defined in the Interconnection Agreement

#### ANSWER:

Whenever curtailment is requested by GPA and not for reasons due to Seller's output causing grid instability, the cap amount of curtailment for Allowable GPA Curtailment Interim Period is set at 5%. GPA will credit curtailment to the minimum production guarantee and will pay the Seller for curtailment in excess of 5%. However, if the Seller's output causes grid instability, GPA may shut the facility down in part or whole until the issues are resolved by the Seller. This will not be considered as reimbursable curtailment or credited to the minimum production guarantee.

#### QUESTION:

- 43. (Volume III, Page 149, 4.17 Allowable GPA Curtailment Interim Period) Please clarify the difference between 1) and 2)
  - 1) the no payment from the curtailments due to undesirable effects or low loads which may impact stable operations of the GPA electric grid system
  - 2) Buyer's payment to Seller from any curtailment initiated by GPA for reasons other than Force Majeure or Seller Event of Default ("Dispatch Down"), an amount equal to the Contract Price times the amount of Renewable Energy that Seller could reasonably have delivered to Buyer but for such Dispatch Down, pursuant to the limitations provided in Appendix H, Section 1.2, which allow GPA to curtail energy delivered from Seller 2% of the Guaranteed Output in each Contract Year.

#### ANSWER:

Item 1 refers to the Allowable GPA Curtailment Interim Period. Whenever curtailment is requested by GPA and not for reasons due to Seller's output causing grid instability, the cap amount of curtailment for Allowable GPA Curtailment Interim Period is set at 5%. GPA will credit curtailment to the minimum production guarantee and will pay the Seller for curtailment in excess of 5%. However, if the Seller's output causes grid instability, GPA may shut the facility down in part or whole until the issues are resolved by the Seller. This will not be considered as reimbursable curtailment or credited to the minimum production guarantee.

Item 2 refers to the period following the Allowable GPA Curtailment Interim Period.

#### QUESTION:

44. (Volume III, Page 150, 5.1 Seller Failure)
It reads that reference clause section 6.1(h) need to be collective as section 6.1(f). Please confirm it.

"Vol III. 5.1 Seller Failure: The Seller Failure Damages represent the sole and exclusive remedy for Seller's failure as described herein, except as provided in Section6.1(h)."

#### ANSWER:

The statement in question should read: "The Seller Failure Damages represent the sole and exclusive remedy for Seller's failure as described herein, except as provided in Section6.1(f)."

The Draft Contract in Volume III will be updated during the Contract Finalization period to reflect the applicable revisions from the bid document amendments.

#### **QUESTION:**

45. (Volume III, Page 161, 12.2 Insurance) in Workers Compensation an Employers Liability, what does \$1,000,000/\$1,000,000/\$1,000,000 refer to?

#### ANSWER:

For insurance requirements, please refer to Volume I, section 4.38. Contractors and Subcontractors Insurance.

The Draft Contract in Volume III will be updated during the Contract Finalization period to reflect the applicable revisions from the bid document amendments.

#### QUESTION:

46. (Volume III, Page 164, 12.8 Purchase Option (b) Extension of Delivery Period and Facility Purchase at End of Delivery Period)

The Delivery Period states in the ARTICLE TWO (Page 139) that "20 Contract Years with option of Two (2) five-year extensions". Please confirm which is correct with in this paragraph that "this Agreement extends basis up to five (5) years in this paragraph."

#### ANSWER:

For the contract term requirements, please refer to Volume II, section 1. Overview, CONTRACT TERM. The renewable energy resource shall provide energy for a term of 20 years, with the option to extend for two additional five-year terms, for a maximum term of thirty years.

The Draft Contract in Volume III will be updated during the Contract Finalization period to reflect the applicable revisions from the bid document amendments.

#### QUESTION:

48. (Volume III, Page 157, 9.4 Performance Security)

Regarding the posting date of Performance Security, it is stipulated that "Seller shall post the Development Security within ten business days following the Commercial Operation Date". It seems that the wording "Development Security" should be changed to "Performance Security".

#### ANSWER:

The statement in question should read: "Seller shall post the Performance Security within ten (10) business days following the Commercial Operation Date."

The Draft Contract in Volume III will be updated during the Contract Finalization period to reflect the applicable revisions from the bid document amendments and any other terms resulting from contract negotiations.

49. (Volume V, Page 258, General Terms and Conditions, 11. Bid Guarantee Requirement)

Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam.

- Unquote -

Please kindly confirm that this requirement is applied only in case the bid guarantee is issued by Surety not by banking institution.

#### ANSWER:

Yes.

#### QUESTION:

50. (Weather Hours)

In this IFB for Ph.4 Renewable, the concept of Weather Hours is excluded in comparison with previous projects. For Bidder is obliged to guarantee its Minimum Production regardless of the irradiation uncertainty, it is now exposed to 2 different damages; Shortfall Damages to GPA and revenue loss due to weather conditions. Since this will only raise the contingency level of Bidders, please consider reinstating the Weather Hours concept in the Vol.III PPA draft

#### ANSWER:

GPA has excluded Weather Hours, however, the production of up to 90% is without penalty as long as the remaining 10% is made up within the next five years within the contract term.

## QUESTION:

51. (Energizing)

Please advise what remedies available to Seller if energizing schedule is delayed by GPA.

#### ANSWER:

Please clarify how GPA may cause a delay in the energizing schedule.

All other Terms and Conditions in the bid package shall remain unchanged and in full force.

JOHN M BENAVENTE, P.E.

General Manager

## AMENDMENT NO.: VI Page 3c of 263

## **INVITATION FOR BID**

#### **ISSUING OFFICE:**

Guam Power Authority-Procurement Office
1st. Floor, Room 101
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

Attn: JOHN M. BENAVENTE, P.E. General Manager c/o JAMIE LYNN C. PANGELINAN Supply Management Administrator

General Manager

JOHN M. BENAVENTE, P.E. DATE

General Manager

| - manager   | 12/01/2022  |  | MULTI-STEP  |  |   |
|---|---|--|---|--|---|
| DATE ISSUED:  | 12/08/2022  |  | BID INVITATION NO.:   | GPA-0  | 12-23   |
| BID FOR:  | R: Renewable Energy Resource Acquisition Phase IV   |  |   |  |   |
| SPECIFICATION:  | SEE ATTACHED  |  |   |  |   |
| DESTINATION:  | SEE ATTACHED  |  |   |  |   |
| REQUIRED DELIVERY   | DATE: SEE ATTACH  | <del>I</del> ED  |   |  |   |
| CUT-OFF DATE FOR F  | RECEIPT OF QUESTIC  | NS: <u>4:00</u>  | P.M., Tuesday, Februar  | 7, 2023  |   |
| INSTRUCTIONS TO BI<br>INDICATE WHETHER:   |   |  | _ PARTNERSHIP   | _ CORP   | ORATION   |
| INCORPORATED IN:  | ( <del></del>   |  |   |  |   |
| above no later than (Time) 2 electronic copy on another Proposals". Bidders are a prior to submitting them to General Terms and Condition The undersigned offers and the respective items listed or expense of the Government | 2:00 P.M. (Guam CHamoru r disk of the Price Proposa dvised to keep a copy of to GPA. Bid submitted after ins and Sealed Bid Solicitation agrees to furnish within the in the schedule provided, unlin opening, tabulating, and is bid remain firm and irrevoc | Standard Tall Workbooke complete the time and on for detailstime specific less otherwise valuating the able not less SIGNA | ok including all addenda, if a clime; ChST), Date: July 14, k by the "Cut-off Date for Red Workbooks and test the date specified above shall be so so so specified by the bidder. In his and other bids, and other is than eight (8) months after TURE AND TITLE OF PER SRIZED TO SIGN THIS BID | 2023. Once eceipt of I electronic e rejected. It the price consideration the Bid | ce completed Priced c copies on disks See attached  stated opposite tion to the ions, the |
| AWARD: CONTRACT N   | O.: AM0   | OUNT:  | DATE  | :  |   |
| ITEM NO(S). AWARDED:  |   |  |   |  |   |
|   |   |  | CONTRACTING OFFI  | CER:   |   |
|   |   |  | JOHN M. BENAVENTE<br>General Manager  | E, P.E.  | DATE  |
| NAME AND ADDRESS  | OF CONTRACTOR:  | _  | SIGNATURE AND TIT   | LE OF P  | ERSON   |
|   |   | _  |   |  |   |

GPA Rev. 09/2022

This bid shall be a Two Step process. Step One will establish a Qualified Bidders List (QBL) based on acceptable submitted non-price Bid information (or Technical Qualification Proposals). Step One is the period from IFB announcement through Notification of Qualified Bidders. Step Two will evaluate the Priced Proposals from the vendors identified on the QBL and which, if any, Qualified Bidder(s) will be awarded a contract(s). Step Two is the period after completion of the Technical Proposal Evaluation and notification of the QBL to the contract award date.

GPA will qualify the Bidders based on their Technical Qualification Proposals and the Qualitative Scoring Workbook. GPA will notify the Bidders selected for the QBL and will proceed with the second step of the bid process to open the sealed bid Priced Proposals of the qualified bidders. GPA will perform a comprehensive evaluation of each bid and select the Bidder(s) with the best bids based on the submitted purchase power price, minimum guarantees, and required technical data.

After the selection of the winning Bidders(s), GPA will conduct system integration studies, at the selected Bidders' expense, to determine system upgrades or improvements required and the associated cost necessary for the selected renewable resource's integration into the GPA transmission system.

If the selected Bidder(s) cannot proceed with the contract, GPA may elect to

- 1) go to the next best Bidder; or
- 2) cancel the bid.

**Table 1: Bid Milestones** indicate the anticipated milestones in the Bid Process.

GPA reserves the right to change the Bid Milestones at its sole discretion. Bidders are encouraged to confirm with GPA any of the scheduled milestones via an official letter to GPA.

**Table 1: Bid Milestones** 

|   | Bid Milestones                        | From Date     | To Date          |
|---|---------------------------------------|---------------|------------------|
| * | Bid Announcement                      | 12/01/2022    | 07/14/2023       |
|   | Submit Questions                      | 12/01/2022    | 02/07/2023       |
|   | Cut Off Date for Receipt of Questions | -, -          | 7/2023<br>P.M.   |
|   |                                       | CHamoru Stand | ard Time; (CHST) |

| *  | GPA Review and Answer Questions  Bidders Prepare Technical Proposals (Unpriced) |  | 02/08/2023  | 05/19/2023 |
|--|---|--|---|------------|
| *  |   |  | 05/20/2023  | 07/14/2023 |
| k  | Cut-Off Date for Receipt of Technical Proposals                                 |  | 07/14/2023<br>2:00 P.M.                                 |            |
| •  | (Unpriced)  |  | CHamoru Standard Time, (CHST)                           |            |
| ŧ  | EVALUATION  | Technical Proposal Evaluation                            | 07/17/2023  | 07/28/2023 |
| t  | Step One:   | Notification of Qualified Bidders                        | 07/31/2023  | 08/04/2023 |
| * Cut-Off Date for Receipt of Priced Proposals |   | 10/02/2023<br>2:00 P.M.<br>CHamoru Standard Time; (CHST) |   |            |
| k  | EVALUATION Step Two:  | Opening of Price Proposals (Public Opening)              | 10/03/2023<br>2:00 P.M.<br>CHamoru Standard Time; (CHST |            |
| k  |   | Evaluation of Price Proposal                             | 10/04/2023  | 10/06/2023 |
| ŧ.   |   | Notification of Successful Bidder(s)                     | 10/09/2023  | 10/13/2023 |
| =  | System Integration  | Study  | TBD   | TBD        |
| =  | Contract Finalization   | on   | TBD   | TBD        |
| -  | Contract Approval & Recommendation to Award                                     |  | TBD   | TBD        |
| -  | Public Utilities Cor  | nmission Review  | TBD   | TBD        |
| Ī  | Contract Signing Contract Mobilization CONTRACTOR Operational Commencement      |  | TBD   |            |
| ŀ  |   |  | TBD   | TBD        |
| -  |   |  | T   | BD         |

#### 1.1. Invitation for Bid (IFB) Document Organization

Invitation for Bid (IFB) documents are organized into six separate volumes, as follows:

Volume I — Commercial Terms and Conditions

Volume II — Technical Qualification Requirements

Volume III — Draft Renewable Energy Purchase Agreement

Volume IV — Bid Scoring Mechanism

Volume V — Appendices

In addition, the IFB documents include two (2) sets of electronic spreadsheets (MS Excel Workbooks):

- Qualitative Proposal Scoring.xls
- Price Proposal Evaluation.xls

- Downloadable files posted on the internet (webpage or FTP site); or
- Transmittal through email

#### **\* 2.** Instructions to Bidders

This is a multi-step bid procurement consisting of two steps. The Technical Qualification Proposal shall be submitted on or before the Cut-Off Date for Receipt of Technical Proposals (Unpriced) indicated in Table 1: Bid Milestones. The Priced Proposal shall be submitted on or before the Cut-Off Date for Receipt of Priced Proposals.

In Step One, only the submitted Technical Qualification Proposals will be evaluated and determined whether Acceptable or Unacceptable. After the Cut-Off Date for Receipt of Technical Proposals, Bidders may be requested to schedule a presentation and discussion session with GPA on Guam. GPA may issue a final Amendment after these presentations and discussions prior to receiving the priced proposals. GPA will select a short-list of qualified bidders who will be eligible to submit their priced proposals. Only the BIDDERs whose Technical Qualification Proposals are determined to be Acceptable shall qualify for Step Two. BIDDERs whose Technical Proposals are Unacceptable will be notified.

In Step Two, the Price Proposals based upon Technical Qualification Proposals will be considered for award. Only the Technical Qualification Proposals that are deemed acceptable, either initially or as a result of further discussions with prospective Bidders, will be considered for award during Step Two.

#### 2.1. Language and Correspondence

#### 2.1.1. Language

The official language of Guam is English. The bid and all accompanying documents shall be in English. Any bids not submitted in English will be designated as "Unacceptable" and will not qualify for Step Two.

#### 2.1.2. Commercial and Technical Correspondence

Any prospective BIDDER desiring an explanation or interpretation of the solicitation, commercial terms, Technical Specifications, etc., must make a request in writing to GPA at the address listed below, <u>referencing</u> the Invitation for Bid No. Multi-Step GPA-012-23:

ATTENTION: JOHN M. BENAVENTE

GENERAL MANAGER

GUAM POWER AUTHORITY-PROCUREMENT OFFICE

1st. FLOOR, ROOM 101

GLORIA B. NELSON PUBLIC SERVICE BUILDING

688 ROUTE 15

MANGILAO, GUAM 96913

ATTENTION: JAMIE LYNN C. PANGELINAN

SUPPLY MANAGEMENT ADMINISTRATOR

The contract will be awarded to the Bidder evaluated as being qualified and with the best-priced bid.

The successful Bidder will be notified in writing (letter or e-mail or fax) of the intent to award the contract, and will be required to send to GPA's offices, within ten (10) days of the date of receipt of such notice, a representative or representatives with proper Power-of-Attorney for the purpose of executing a contract with such alterations or additions thereto as may be required to adopt such contract to the circumstances of the bid.

- \* The successful Bidder shall provide the required Development Security within ten (10) Business Days from the date when a binding credit agreement is executed.
- \* Failure on the part of the successful Bidder to provide a Development Security and/or enter into a contract with GPA shall be sufficient grounds for the annulment of the award. The negotiations may then be resumed with the next most qualified Bidder.

#### 2.13. Bid and Performance Bond Requirements

#### 2.13.1. Bid Bond Form and Amount

A bid bond for an amount of \$ 150,000.00 (USD) for each submitted proposal is required and may be in the following form:

- a. Cash, Bank Draft or Certified Check made payable to the Guam Power Authority;
- b. By wire transfer to Guam Power Authority, Account No. 601-026246, Routing No. 121405115,

Bank of Guam, P. O. Box BW, Hagatna, Guam 96910

- c. Letter of Credit;
- d. Surety Bond valid if accompanied by:
  - (1) Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation;
  - (2) Power of Attorney issued by the Surety to the Resident General Agent
  - (3) Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bid Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and associated bids will be rejected.

http://www.guampowerauthority.com/leac

Details about historical filings and LEAC fuel recovery charges can be found on the PUC's website at: <a href="http://www.guampuc.com/dockets/power">http://www.guampuc.com/dockets/power</a>

Details of the calculation of the LEAC can be found under GPA's Rate Schedule "Z" at: https://admin.guampowerauthority.com/uploads/20151001\_Base\_Rate\_Tariff\_FY\_2016\_Full\_Set\_bfbc5c81f7.pdf

For the evaluation, GPA shall use the most recent LEAC Rate approved by the PUC. An amendment shall be forwarded to all prospective bidders for the final rate.

#### **\*** 2.5.3. Energy Purchase Price Units

The Bidder shall provide a fixed price bid in \$/MWH for the term of the proposed delivery of renewable energy for each ESS proposal options. The price bid shall include the capital and O&M components which shall be referred to should GPA exercise the capital buy-out option. All columns in the bid price worksheet must be filled.

#### 2.5.4. Bid Expiration

All Bid terms, conditions, and pricing are binding for 8 months following the due date of the IFB.

#### 2.6. Renewable Energy Credits and Environmental Credits

GPA retains all environmental attributes associated with the winning Bidder's energy, including but not limited to renewable energy credits, greenhouse gas, green tags, or carbon credits, and any other emissions attributes, all as set forth in the form of Renewable Energy Purchase Agreement.

#### 2.7. End-of-Life Disposal and Recycling Plan

Within the first 90 days after contract award, the Contractor shall provide an end-of-life disposal and recycling plan for GPA's review.

# **INCLUSIONS:**

- APRA Substation Expansion Site Plan as 224a of 263 (attached)
- Harmon Substation as 224b of 263 (attached)



