



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUÅHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

September 20, 2023

AMENDMENT NO.: X

TO

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

FOR

RENEWABLE ENERGY RESOURCE ACQUISITION PHASE IV

Prospective Bidders are hereby notified of the following responses and changes to clarification of Bidder No.: 9 dated August 5, 2023 and Amendment No.: IX dated August 25, 2023, Amendment No.: IX received from Bidder No.: 11 dated August 18, 2023, Amendment No.: IX received from Bidder No.: 1 dated August 21, 2023, and Amendment No.: IX received from Bidder No.: 10 dated August 22, 2023.

CHANGES:

1. **REMOVE** Page 2 of 263 and **REPLACE** with 2a of 263 (see attached):

Under SPECIAL REMINDERS TO PROSPECTIVE BIDDERS, BID GUARANTEE, Item b. is changed

FROM:

Wire Transfer to Guam Power Authority
Account No. 0601-026246, Routing No. 121405115
Bank Location: Bank of Guam, 111 Chalan Santo Pap Street, Hagatna, Guam 96910
Bank Mailing Address: P.O. Box BW Hagatna, Guam 96910

TO NOW READ:

- * Wire Transfer to Guam Power Authority
Account No. 0601-024961, Routing No. 121405115
Bank Location: Bank of Guam, 111 Chalan Santa Papa Street, Hagatna, Guam 96910
Bank Mailing Address: P.O. Box BW Hagatna, Guam 96910

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

Under Volume I: Commercial Terms and Conditions, Section 2.13.1. Bid Bond Form and Amount, Item b. is changed

FROM:

By wire transfer to Guam Power Authority, Account No. 601-026246, Routing No. 121405115,
Bank of Guam, P. O. Box BW, Hagatna, Guam 96910

TO NOW READ:

* By wire transfer to Guam Power Authority, Account No. 0601-024961, Routing No. 121405115,
Bank of Guam, P. O. Box BW, Hagatna, Guam 96910

3. **REMOVE** Page 1 of 263 and **REPLACE** with Page 1a of 263 (see attached):

* To replace in its entirety for the latest update on "To All Interested Parties:".

4. **REMOVE** Page 263 of 263 and **REPLACE** with Page 263a and 263a.1 of 263 (see attached):

* To replace in its entirety for the latest update on GOVERNMENT OF GUAM, SEALED BID SOLICITATION INSTRUCTIONS.

INCLUSIONS:

1. **REMOVE** Page 21 of 263 and **REPLACE** with Page 21a of 263 (see attached):

Under Volume I: Commercial Terms and Conditions, Section 2.9.1.4 Supplementary Information to ADD Item 14:

*14. Contingent Fees Affidavit (Appendix R)

2. **REMOVE** Page 33 of 263 and **REPLACE** with Page 33a of 263 (see attached):

Under Volume I: Commercial Terms and Conditions, Section 3. Required Forms and Supplemental Information, to include Appendix R to the listing of "The following forms and MS EXCEL Workbooks must be completed:".

* • Appendix R: Contingent Fees Affidavit

3. **REMOVE** Page 34 of 263 and **REPLACE** Page 34a of 263 (see attached):

Under Volume I: Commercial Terms and Conditions, Section 3. Required Forms and Supplemental Information, to Add Item 3.1.10:

*3.1.10 Contingent Fees Affidavit

The BIDDER shall fill out the Contingent Fees Affidavit Form in Appendix R and submit it with its Proposal.

4. **REMOVE** Page 197a.1b of 263 and **REPLACE** with 197a.1c of 263 (see attached):

Under Volume V: Required Forms, APPENDIX A, Proposals Checklists, DOCUMENT RECEIPT CHECKLIST, to include the following to the list of Appendices:

* APPENDIX R – Contingent Fees Affidavits

5. **REMOVE** Page 198 of 263 and **REPLACE** with 198a of 263 (see attached):

Under Volume V: Required Forms, APPENDIX A, Proposals Checklists, TECHNICAL PROPOSAL SUBMITTAL CHECKLIST, to include the following to the list:

* 6.13 Contingent Fees Affidavit (Appendix R)²

6. **ADD** Page 245b.1 of 263 – Appendix R: Contingent Fees Affidavit (see attached).

Bidder No.: 9 dated 08/05/2023:

QUESTION:

1. Could you please confirm the following: or direct us to the correct GPA contact?

Wire transfer to Guam Power Authority, Account No. 601-026246, Routing No. 121405115, Bank of Guam, P.O. Box BW, Hagatna, Guam 96910

ANSWER:

Kindly refer to No. 1 and 2 of *CHANGES* above.

Bidder No.: 11 dated 08/18/2023:

QUESTION:

1. Response question #10 to bidder no. 9 on page 17 of 63 of amendment IX states that *"GPA will not accept proposals above \$0.179 per kWh, unless the value of the interconnection cost is deemed acceptable by GPA."*

Could you please clarify whether this \$0.179/kWh figure is directly comparable to the power purchase price offered in the first year of operations, or, alternatively, whether it is meant to be quoted in \$2023? If the latter, please provide the escalation index utilized to escalate the maximum purchase power price to the first year of operations.

ANSWER:

The maximum price for the first year of operation shall be \$0.179 per kWh. However, if all bids are above \$0.179 per kWh, GPA may consider accepting proposals above \$0.179 per kWh if the proposed interconnection facilities can be used for other projects.

QUESTION:

2. Response question #8 to bidder #5 on page 50 of 63 of amendment IX states that *"The capacity shall be guaranteed based on the beginning of the Commercial Operation Date (COD)."*

This is equivalent to a Beginning of Life design basis for the BESS capacity. Please confirm that the BESS 12-hr power rating (MW) shall remain constant throughout the 25-year lifespan of the project, requiring augmentation to maintain energy capacity to support the 12-hr discharge between 6 PM and 6 AM. Without augmentation, the BESS power (MW) rating will decrease as the BOL battery capacity degrades to maintain a 12-hr discharge and the percentage of the resource dispatched between 6 AM and 6 PM will increase.

ANSWER:

The capacity shall be guaranteed based on the beginning of the Commercial Operation Date (COD). The Bidder's guaranteed annual energy delivered to the GPA grid shall reflect degradation of the solar PV array and the battery energy storage system. The total export energy production degradation shall be limited to 0.7% annually. The total export capacity degradation shall also be limited to 0.7% annually.

Bidder No.: 1 dated 08/21/2023:

QUESTION:

1. (Page 4 of 63)

The energy storage system shall also provide ramp-rate control for the power delivered from 50% of the total project capacity such that the ramp-rates are kept within 1% per minute at the guaranteed success rate of 95% during the energy production period. However, before or after a GPA curtailment, this rate may be exceeded at the request of the GPA Power System Control Center operators. GPA will not pay for the energy delivered to the GPA grid that did not meet the guaranteed success rate.

CLARIFICATION: Regarding "this rate may be exceeded at the request of the GPA Power System Control Center operators", this rate is referring to 1% per minute. Please confirm.

ANSWER:

Yes, the 1% per minute ramp-rate may be exceeded at the request of the GPA Power System Control Center operators.

QUESTION:

2. (Page 18 of 63)

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).

CLARIFICATION: Please confirm minimum requirement of BESS power and energy capacity for Black Start/Grid Forming.

- 1) For 60MWac capacity project, BESS should have minimum 30MWac power and 4 hours battery capacity (120MWh) at COD.
- 2) For 30MWac capacity project, BESS should have minimum 15MWac power and 4 hours battery capacity (60MWh) at COD.
- 3) For 5MWac capacity project, BESS should have minimum 2.5MWac power and 4 hours battery capacity (10MWh) at COD.

ANSWER:

- 1) For a 60 MW (AC) project, the BESS should be capable of delivering 30 MW (AC) power to the GPA grid. The actual power dispatched from the BESS shall be the total stored energy distributed over 12 hours less any energy required to support the grid functions. Bidders shall be responsible for meeting these criteria in their design. The PSCC operators may require dispatching up to 30 MW (AC) over a shorter period of time.
- 2) For a 30 MW (AC) project, the BESS should be capable of delivering 15 MW (AC) power to the GPA grid. The actual power dispatched from the BESS shall be the total stored energy distributed over 12 hours less any energy required to support the grid functions. Bidders shall be responsible for meeting these criteria in their design. The PSCC operators may require dispatching up to 15 MW (AC) over a shorter period of time.
- 3) For a 5 MW (AC) project, the BESS should be capable of delivering 2.5 MW (AC) power to the GPA grid. The actual power dispatched from the BESS shall be the total stored energy distributed over 12 hours less any energy required to support the grid functions. Bidders shall be responsible for meeting these criteria in their design. The PSCC operators may require dispatching up to 2.5 MW (AC) over a shorter period of time.

QUESTION:

3. (Page 36 of 63)

ANSWER: Question #4-1.

GPA declines this request. GPA's Renewable Integration Study (aka "System Improvement Study") recommended that all new intermittent utility scale renewable energy projects be DC coupled to a BESS. Part of the reason is to reduce GPA SC MVA requirements.

CLARIFICATION: DC coupling excludes use of PCS. Only PCS provides Rapid Reserve in response to both under-frequency and over-frequency events as PCS is bi-directional. When PV Inverter DC-coupled to the ESS battery, Rapid Reserve in response to over-frequency events is not applicable as PV Inverter is one-directional. And manufacturers of PV Inverter and PCS informed us that only PCS can add-on controllers for Black Start and Grid Forming, which are the mandatory functions. Reduction of GPA SC MVA is important but mandatory services (Rapid Reserve, Black Start, and Grid Forming) for this bid look more important. Please remove conflict of interest.

ANSWER:

The energy from the batteries must still be converted to AC by the PCS before it is delivered to GPA's grid. Therefore, the eventual path through a PCS is not eliminated by the requirement to DC-couple 50% of the resource to the energy storage system. The energy-shifted PV resource shall be DC-coupled to the ESS. The ESS shall then be connected to the PCS and then connected to the GPA grid. Only the ramp-controlled PV resource shall be connected to PV inverters and then connected to the GPA grid.

QUESTION:

4. (Page 36 of 63)

ANSWER: Question #4-2.

GPA will allow 50% of the resource to be DC-coupled to the energy storage system with the remaining 50% AC-coupled to the GPA grid. For example, if the total project capacity is 100 MW, then 50 MW shall be DC-coupled to the energy storage system and 50 MW shall be AC-coupled to the GPA grid.

CLARIFICATION: Regarding 50% of the resource to the ESS with the remaining 50% to the GPA grid,

- 1) Is "50% of the resource to the ESS" meaning that 50% of installed PV MWdc capacity (PV Resource #1) should be stored to the ESS (ESS #1) for the use of nighttime shifting? This ESS (ESS #1) should not be used for ramping control during daytime?
- 2) Is "the remaining 50% to the GPA grid" meaning that 50% of installed PV MWdc capacity (PV Resource #2) should be delivered to the GPA grid after 1% ramping control via another ESS (ESS #2)? This ESS (ESS #2) should not be used for nighttime shifting?
- 3) Or is GPA allowing one consolidated ESS asset which has enough MWh capacity for the mandatory use of 50% Resource Shifting, 50% Resource Ramping Control, Rapid Reserve, and Black Start/Grid Forming because one consolidated ESS asset will provide more flexible / efficient use of ESS depending on weather conditions and GPA grid conditions?

ANSWER:

- 1) The same ESS may be used for the energy-shifting and ramp-rate control requirements. If preferred by the Bidder's design, separate ESS may be used for each requirement.
- 2) A separate ESS or the same ESS may be used for ramp-rate control. However, Bidders shall be responsible for ensuring the project's design complies with the energy requirements stated in the bid documents as well as the guaranteed energy delivered to the grid indicated in the Bidder's proposal.
- 3) A consolidated ESS may be used, however, Bidders shall be responsible for ensuring the project's design complies with the energy requirements stated in the bid documents as well as the guaranteed energy indicated in the Bidder's proposal.

QUESTION:

5. (Page 37 of 63)

Question #4-3.

The percentage allocation of 50% to be DC-coupled and 50% to be AC-coupled is a physical connection and shall remain at all times.

CLARIFICATION: Physical connection will remain at all times, however, PV modules will derate at around 0.5% per year and Battery will derate at around 1.5% to 3%. Thus, "50% of the resource to the ESS" will have annual energy degradation and "the remaining 50% to the GPA grid" will have annual energy degradation at POI. As GPA requires Energy Degradation shall be limited to 0.7% annually, the Bidders should be encouraged to have proper battery augmentation plan to meet 0.7% Annual Energy Degradation requirement during the energy production period. What if the Bidders submit 0.7% Annual Energy Degradation and fail to meet 0.7% Annual Energy Degradation? GPA shall be entitled to receive damages for any Deficiency Amount ("Shortfall Damages") according to 4.8 Minimum Production in the PPA?

ANSWER:

Bidders shall be responsible for ensuring the project's design complies with the energy requirements stated in the bid documents as well as the guaranteed energy indicated in the Bidder's proposal. The 0.7% annual energy degradation shall be reflected in the minimum guaranteed energy production. Failure to meet the minimum guaranteed annual energy production may result in damages according to the PPA.

QUESTION:

6. (Page 38 of 63)

Question #6-1.

GPA will not compensate the Contractor for the energy supplied and absorbed for ramp-rate control.

CLARIFICATION: GPA required that the ESS shall, at all times, be ready to dispatch its available stored energy to provide rapid reserve in response to under-frequency and over-frequency events. The total energy exported for these events shall be included in the annual minimum energy requirement. How about Rapid Respond in respond to the over-frequency events? The total energy imported for these events shall be included in the annual minimum energy requirement?

ANSWER:

The rapid reserve function shall be for under-frequency events only, and not for over-frequency events.

QUESTION:

7. (Page 47 of 63)

ANSWER: b. The number of cycles per year for the Rapid Reserve function is 75. The number of cycles for the remaining grid services, if applicable, shall be negotiated at a later date after award of the contract. GPA and the Contractor will discuss the relevancy of this request in further detail if needed.

CLARIFICATION: Please confirm that 75 times of Rapid Reserve services per year in respond to both under-frequency and over-frequency events is the limitation.

ANSWER:

The number of cycles per year for the Rapid Reserve function is limited to 75.

QUESTION:

8. (Page 50 of 63)

QUESTION: 8. (Amendment No. VII, Page 6, Changes: 3)

In response to clarification related to grid-forming and black-start capability of BESS,

Capacity

GPA confirmed the minimum capacity of 5MW/60MWh (12 hours). Please confirm whether this capacity should be supplied by the bidder as a mandatory in the bid phase or can be supplied as an option. Please confirm that this capacity should be guaranteed based on EOL(End-of-Life) for the entire project period (e.g. 20 years after COD), or should be guaranteed based on BOL(Beginning-of-Life), the beginning of project period (e.g. COD) with taking the decrease of capacity through the project period due to the degradation of battery.

Frequency of event

Since the exact frequency of events could not be confirmed, the bidder would like to request a clarification again. In the BESS market, the BESS suppliers guarantee capacity and lifetime depending on the frequency of operation of the BESS considering the degradation trend of battery. Please kindly confirm that the frequency of events can be reflected up to twice a year based on to the historical lists GPA's system blackouts since 2009 in the GPA's answer.

ANSWER:

Capacity

The capacity shall be guaranteed based on the beginning of the Commercial Operation Date (COD).

Frequency of event

Bidders shall include up to four events per year for the facility to form isolated microgrids.

CLARIFICATION:

Did GPA confirm the minimum capacity of 5MW/60MWh (12 hours) for the grid-forming and black-start capability?

ANSWER:

For a 5 MW (AC) project, the BESS should be capable of delivering 2.5 MW (AC) power to the GPA grid. The actual power dispatched from the BESS shall be the total stored energy distributed over 12 hours less any energy required to support the grid functions. Bidders shall be responsible for meeting these criteria in their design. The PSCC operators may require dispatching up to 2.5 MW (AC) over a shorter period of time.

QUESTION:

9. (Page 53 of 63)

ANSWER: No, the requirement to provide 10% spare points in addition to the final SCADA Interface List is not specifically for the benefit of the PXiSE control system.

CLARIFICATION: Then, 10% spare points in addition to the final SCADA Interface List is for the future use of additional functions which are not defined yet?

ANSWER:

10% of the spare points is in addition to the final SCADA Interface List and will be used in the future for additional functions which are not defined yet.

QUESTION:

10. (Page 54 of 63)

A total of four SEL-735 meters are required. One SEL-735 meter is required at the PV output AC-coupled to the GPA grid. Another SEL-735 meter is required at the PV output DC-coupled to the BESS. Another SEL-735 meter is required at the BESS output AC-coupled to the GPA grid. Another SEL-735 meter is required at the point of interconnection.

GPA requires a total of four SEL-735 meters. The point of interconnection (POI) shall be at the combined output of the PV and BESS. It shall not be at the BESS output AC-coupled to the GPA grid.

CLARIFICATION:

- 1) Regarding the SEL-735 meter at the PV output DC-coupled to the BESS, SEL-735 meter is AC meter. The Bidders should use DC meter at this location, however, there is no standard / reliable utility DC meter like SEL-735 which is widely adopted by utilities. This is another challenge of DC-coupling. Please provide minimum requirement of DC meter at the PV output DC-coupled to the BESS in case of DC-coupling configuration.
- 2) For the normal PV-ESS configuration, 1 meter at PV output will be located. But GPA is requiring 2 separate meters at PV output to ensure if 50% capacity (PV capacity #1) to be delivered to the ESS for shifting and 50% capacity (PV capacity #2) to be delivered to the GPA grid within 1% ramping. Please confirm if our understanding is correct.
- 3) In a certain sunny day, PV capacity #1 may produce more energy than the ESS storage capacity (MWh) and excess the ESS storage before the sunset. Will GPA allow the Bidders to deliver excess energy of the ESS to the GPA grid or should it be curtailed?

ANSWER:

- 1) The DC meter shall comply with ANSI C12.32 standard for revenue grade DC metering.
- 2) A meter is required after the PV inverters as well as after the PCS to monitor the outputs of the ramp-controlled PV and energy-shifted PV. GPA also intends to monitor the ramp-rate success rate of the ramp-controlled PV output.
- 3) The excess energy production from the energy-shifted PV may be delivered to the GPA grid if advance notice is provided and accepted by the PSCC operators. Bidders may be allowed to dispatch excess energy to reduce the ramp-up rates of GPA's synchronous generators caused by the end-of-day duck curve.

QUESTION:

11. (Page 54 of 63)

Clarification #8-2.

DEDEDO SUBSTATION is 34.5kV SUBSTATION. Will GPA accept the Bidder to propose two (2) 30MWac bids with 34.5kV interconnection from one (1) project site, which is same as Phase II? If yes, what equipment/facilities should be purchased and installed by the Bidder for interconnection to DEDEDO SUBSTATION?

ANSWER: b. No, only one 30 MW (AC) interconnection at the 34.5 kV level is allowed per project site.

CLARIFICATION:

- 1) If the Bidder submit two (2) bids with 34.5kV interconnection from one (1) project site as below, then is it acceptable as this is considered as one 30MWac interconnection at the 34.5kV?

Bid#1. Installation of 37.5MWdc PV Module and 30MWac PV Inverter (125% DC/AC ratio), Max 15MWac power within 1% ramping to be delivered during the daytime, Max 15MWac power to be delivered via the ESS during the nighttime, 15MWac POI Capacity

Bid#2. Installation of 37.5MWdc PV Module and 30MWac PV Inverter (125% DC/AC ratio), Max 15MWac power within 1% ramping to be delivered during the daytime, Max 15MWac power to be delivered via the ESS during the nighttime, 15MWac POI Capacity

Thus, total combined POI capacity will be 30 MWac at the 34.5 kV level.

2) Is this considered as one (1) bid because it has one (1) 30MWac interconnection at the 34.5kV?

ANSWER:

Two bids with a total export capacity of 30 MW (AC) from one project site is acceptable unless determined otherwise by the System Integration Study.

QUESTION:

12. (Page 57 of 63)

Clarification #12

Is this requiring additional BESS Power Capacity (i.e. PCS, BESS Inverter Capacity)? For example, if the total project capacity (POI capacity) is 100MW, then PCS nameplate capacity may be 60MW, which is 60% of the total project capacity. 60MW PCS nameplate is able to provide active and/or reactive power with power factor at nominal > 0.99, adjustable 1 leading ~ 1 lagging. "full rated active power at 80% power factor" means that GPA is requiring 75MW PCS nameplate capacity (60MW/80%, 125% additional nameplate capacity)? Or 60MW nameplate capacity is acceptable if power factor at nominal is > 0.99, adjustable 1 leading ~ 1 lagging?

ANSWER:

60 MW nameplate capacity is acceptable if the PCS is rated at 75 MVA.

CLARIFICATION: 0.8 PF (Power Factor) is PV inverter specification, which is able to provide max 20% reactive power. PV Inverter cannot provide over 20% reactive power of its nameplate capacity. So, additional nameplate capacity may be required for PV Inverter case.

Compared to PV Inverter, PCS PF at nominal is > 0.99, adjustable 1 leading ~ 1 lagging, which has adjustable reactive power range -100% ~ 100%. For example, 30MWac capacity project will have 15MWac PCS capacity (50% of 30MWac capacity). During the operation, 15MWac active power will be dispatchable as a default setting value and % of reactive power will be easily adjustable during the operation via PXiSE controller.

Thus, please confirm PCS nameplate capacity is 50% of the project capacity without 125% additional nameplate capacity. i.e. 30MWac for 60MWac project, 15MWac for 30MWac project, and 2.5MWac for 5MWac project.

ANSWER:

The PCS and PV inverters must be capable of delivering power at 0.8 power factor at the Bidder's proposed system maximum real power. For example, if a bid is for a 60 MW (AC) system, then the PCS and PV inverters shall each be able to deliver 30 MW (AC) at 0.8 power factor.

QUESTION:

13. (Page 60 of 63)

GPA declines this request. Bidders shall not interconnect at the 13.8 kV level. A single project site shall have a minimum export capacity of 5 MW to the 34.5 kV or 115 kV GPA transmission system. A single proposal may have multiple project sites.

CLARIFICATION: Would you kindly provide the reason why a single project site should have a minimum export capacity of 5MWac to the 34.5 kV or 115 kV GPA transmission system?

- 1) If less than 5MWac is approved, the Bidders may submit 4.4MWac, 4.6MWac, or 4.8MWac system depending on PV inverter manufacturer's specification, or the Bidders may install 5.0MWac PV inverter capacity and limit maximum export capacity of 4.999MWac via setting the POI max value on the PXiSE. We don't think there is big difference between 4.999MWac and 5MWac. Please reconsider the minimum export capacity requirement.
- 2) In terms of transmission capacity, 34.5kV transmission system is too much for 5MWac capacity. Are there any other concerns from GPA when the Bidders use 13.8kV transmission system for the small-scale projects? If not, please reconsider 13.8kV interconnection.

ANSWER:

- 1) GPA will allow 4.999 MW (AC) projects interconnected at the 13.8 kV, 34.5 kV or 115 kV level.
- 2) GPA prefers the projects for this bid to interconnect at 34.5 kV or 115 kV. However, GPA will also consider nominal 4.9 MW (AC), 4.99 MW (AC), 4.999 MW (AC), and 5 MW (AC) proposals interconnected at the 13.8 kV level, subject to the System Integration Study.

Response will supersede **ANSWERS** provided in the following:

- Amendment No.: IX of Bidder No.: 10 dated 06/15/2023 of Question No. 2.

QUESTION:

14. (Page 62 of 63)

ANSWER:

(a) The contract price should be inclusive of the interconnection costs. However, on the Part 2 – Technical Data worksheet, Bidders shall provide their total interconnection cost separately in case further negotiations are required. Bidders shall also provide the interconnection cost in \$/MWH which represents the interconnection cost already included in the Annual Price in \$/MWH indicated on the Price Offer Worksheet.

In these types of bids, GPA always has the option to consider cancelling this bid if all cost proposals are above GPA's avoided cost. Because time is of the essence and these bids may take a long time to set up, GPA will issue an amendment allowing negotiations to bring the contract price below GPA's avoided cost.

Kindly see No.5 of INCLUSIONS above.

(b) GPA's avoided cost will be calculated during step two of the bid evaluation process. However, Bidders shall be advised that GPA will not accept proposals above \$0.179 per kWh, unless the value of the interconnection cost is deemed acceptable by GPA.

CLARIFICATION:

- 1) Please confirm if GPA's avoided cost will higher than \$0.179 per kWh
- 2) We assume GPA's price evaluation and selection steps will be as below. Please advise.

Step a. GPA's avoided cost will NOT be shared before the price submission.

Step b. Qualified Bidders to submit price proposal.

Step c. GPA will make a list from lowest bid to highest bid

Step d. GPA will cut off price proposals above \$0.179 per kWh, unless the value of the interconnection cost is deemed acceptable by GPA

Step e. GPA's avoided cost will be calculated

Step f. Negotiations with the Bidders who passed Step d. to bring the contract price below GPA's avoided cost

Step g. Notification of Successful Bidder(s)

ANSWER:

- 1) GPA's avoided cost cannot be confirmed at this time. GPA, by law, cannot award renewable contracts above GPA's avoided cost. However, the law does not require GPA to award at avoided cost.
- 2) Replace with the following:
 - Step a. GPA's avoided cost will NOT be shared before the price submission.
 - Step b. Qualified Bidders to submit price proposal.
 - Step c. GPA will make a list from lowest bid to highest bid
 - Step d. GPA's avoided cost will be calculated
 - Step e. Price proposals above \$0.179 per kWh or above GPA's calculated avoided cost will be removed from further consideration. GPA may consider proposals above \$0.179 per kWh or GPA's calculated avoided cost if it's possible to reduce the price by reducing the interconnection cost. This will depend on the number and pricing of qualified proposals.

Step f. Negotiations with the Bidders who passed Step e to consider possible reduction of interconnection cost.

Step g. Notification of Successful Bidder(s)

Step h. CCU, PUC and other regulatory approvals.

Bidder No.: 10 dated 08/22/2023:

QUESTION:

1. Page 24 of 63

“ANSWER: GPA will not accept proposals above \$0.179 per kWh, unless the value of the interconnection cost is deemed acceptable by GPA. However, this does not imply that GPA will not reject proposals lower than \$0.179 per kWh.”

Clarification 1. How will GPA evaluate the value of the interconnection cost and determine to accept the Bidder’s price proposal which is above \$0.179 per kWh? How will GPA’s evaluation will be based on the Bidder’s Total Interconnection Cost (\$/kWh)? For example, if the Bidder’s interconnection is 115kV or how long the distance of 34.5kV, then \$0.22 per kWh is acceptable? Please provide GPA’s evaluation criteria for the interconnection cost.

ANSWER:

The award will be based on the lowest, responsive and responsible bidder. However, if all bids are above \$0.179 per kWh, GPA may consider accepting proposals above \$0.179 per kWh if the proposed interconnection facilities can be used for other projects.

Response will supersede *ANSWERS* provided in the following:

- Amendment No.: VIII of Bidder No.: 5 dated 01/10/2023 of Question No. 5.
- Amendment No.: IX of Bidder No. 9 dated 02/07/2023 of Question No. 1 and 10; Bidder No.: 5 dated 01/10/2023 of Question No. 28 (b).

QUESTION:

2. Page 25 of 63

“ANSWER: A single project site shall shift a minimum export capacity of 5 MW.”

Clarification 2. If a single project has a minimum export capacity of 5MWac, then 50% of the total project capacity will deliver firm, energy-shifted power from the energy storage system. Thus, we believe GPA will allow 50% of 5MW ac, i.e., 2.5MWac as the capacity for shifting. Please confirm.

ANSWER:

Yes.

QUESTION:

3. Page 25 of 63

“ANSWER: For proposals with an intermittent renewable energy resource coupled with an energy storage system, GPA will allow 50% of the resource to be DC-coupled to the energy storage

system with the remaining 50% AC-coupled to the GPA grid. Therefore, 50% of the total project capacity will deliver firm, energy-shifted power from the energy storage system to the GPA grid between the nighttime hours of 6:00 P.M. to 6:00 AM, or outside of these hours if deemed necessary by the GPA Power System Control Center operators. The amount of power to be delivered to the GPA grid shall be based on the available stored energy and determined by the

GPA Power System Control Center operators. The remaining 50% of the total project capacity will deliver ramp-rate controlled power to the GPA grid between the daylight hours of 6:00 AM to 6:00 PM.”

Clarification 3. For the 50% of the resource to be DC-coupled to the energy storage system, its benefits are less equipment (because PCS is NOT required) to the Bidder and less SC MVA to GPA. But it is a relatively recent technology in the market. So, we found severe limitations to meet the GPA requirements:

- 1) DC coupling will only use PV Inverter, however current project in the market is not supporting Black Start & Grid forming functions.
- 2) Instead of PCS, PV Inverter will be used for ramp rate control. PV Inverter will curtail ramp up case while PCS is able to store ramp up case, so energy delivery will be less than PCS. Also, performance (success rate) of 1% Ramp Rate Control will be less than PCS controls.
- 3) Without PCS (Bi-Directional), Rapid Reserve in response to over-frequency events will NOT be possible and Frequency Regulation for the future use will not be applicable.
- 4) Limited number of DC coupled connections to the batteries will limit additional batteries for the future use.

Thus, we believe AC-coupled system should be used to meet the requirements. Others may propose with new product/technology, which is under R&D to meet the requirements in the future. Thus, please let this for the Bidders to determine the best solutions.

ANSWER:

The energy from the batteries must still be converted to AC by the PCS before it is delivered to GPA's grid. Therefore, the eventual path through a PCS is not eliminated by the requirement to DC-couple 50% of the resource to the energy storage system. The energy-shifted PV resource shall be DC-coupled to the ESS. The ESS shall then be connected to the PCS and then connected to the GPA grid. Only the ramp-controlled PV resource shall be connected to PV inverters and then connected to the GPA grid.

QUESTION:

4. Page 60 of 63

“ANSWER: GPA declines this request. Bidders shall not interconnect at the 13.8 kV level. A single project site shall have a minimum export capacity of 5 MW to the 34.5 kV or 115 kV GPA transmission system. A single proposal may have multiple project sites.”

Clarification 4. Please reconsider allowing the minimum export capacity of less than 5MWac at the 13.8kV level.

- 1) Bidder's request to allow minimum export capacity of less than 5MWac at the 13.kV level is to help make the challenging economics be viable by way of applying for 10% ITC Allocated Low-Income Bonus for projects under 5MWac under the Inflation Reduction Act. There's no big difference to 5MWac system. 4.9MWac has only 100kWac difference, 4.99MWac has 10kWac difference, and 4.999MWac has 1kWac difference.
- 2) 34.5kV interconnection is too big for less than 5MWac capacity, 13.8kV system is enough for accommodating 5MWac and smaller capacity. In case of 5MWac system with 34.5kV interconnection, the Bidder only use 16.7% of interconnection capacity (5MWac/30MWac). This kind of inefficient use is NOT favorable to the Bidder and GPA.

ANSWER:

- 1) GPA will allow 4.9 MW (AC), 4.99 MW (AC), and 4.999 MW (AC) projects interconnected at the 13.8 kV, 34.5 kV or 115 kV level.
- 2) GPA prefers the projects for this bid to interconnect at 34.5 kV or 115 kV. However, GPA will also consider nominal 4.9 MW (AC), 4.99 MW (AC), 4.999 MW (AC), and 5 MW (AC) proposals interconnected at the 13.8 kV level, subject to the System Integration Study.

Response will supersede *ANSWERS* provided in the following:

- Amendment No.: IX of Bidder No.: 10 dated 06/15/2023 of Question No. 2.

Bidder No.: 10 dated 08/22/2023:

QUESTION:

1. Page 54-55 of 63

"QUESTION: DEDEDO SUBSTATION is 34.5kV SUBSTATION. Will GPA accept the Bidder to propose two (2) 30MWac bids with 34.5kV interconnection from one (1) project site, which is same as Phase II? If yes, what equipment/facilities should be purchased and installed by the Bidder for interconnection to DEDEDO SUBSTATION?"

"ANSWER: No, only 30 MW (AC) interconnection at the 34.5 kV level is allowed per project site."

Clarification 1. If only one 30 MW (AC) interconnection at the 34.5 kV level is allowed per project site, then please confirm if the below configuration is considered as one (1) bid because it has one (1) 30MWac interconnection at the 34.5kV.

- For one (1) project site, we will have two (2) sub-farms as below:
 - Sub-farm #1. 30MWac PV Inverter with 120 ~ 150% DC/AC ratio PV Modules, up to 15MWac power with 1% ramp rate control to be delivered from 6AM to 6PM, up to 15MWac power to be

delivered using the ESS from 6PM to 6AM, maximum POI Capacity will be 15MWac for sub-farm #1.

- Sub-farm #2. 30MWac PV Inverter with 120 ~ 150% DC/AC ratio PV Modules, up to 15MWac power with 1% ramp rate control to be delivered from 6AM to 6PM, up to 15MWac power to be delivered using the ESS from 6PM to 6AM, maximum POI Capacity will be 15MWac for sub-farm #2.

ANSWER:

Two bids with a total export capacity of 30 MW (AC) from one project site is acceptable unless determined otherwise by the System Integration Study.

Bidder No.: 9 dated 08/25/2023:

QUESTION:

1. How far up the upgraded transmission line from the Dandan substation would be needed to interconnect properly with GPA?

ANSWER:

The distance from the Dandan Substation to the Talofoto Substation is approximately 5.66 miles.

QUESTION:

2. How much expansion capacity exists with your current systems transmission line running from the Dandan to Talofoto substation?

ANSWER:

There is no expansion capacity available on the existing Dandan to Talofoto underground transmission line.

QUESTION:

3. Would it be possible to upgrade the existing system's underground line from the Dandan to Talofoto substation to expand on this line capacity.

ANSWER:

No.

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


for JOHN M. BENAVENTE, P.E.
General Manager




JOSEPH T. DUENAS
Chairman



JOHN M. BENAVENTE, P.E.
General Manager

Telephone Nos. (671) 648-3054/55 or Facsimile (671) 648-3165

Accountability	Impartiality	Competence	Openness	Value
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INVITATION FOR BID (IFB) NO.: Multi-Step GPA-012-23
 DESCRIPTION: Renewable Energy Resource Acquisition Phase IV

SPECIAL REMINDERS TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope. **Bidders are required to submit 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, at the closing date and time. One completed electronic copy on another disk of the Priced 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.** All sealed proposal submissions must be hand delivered, delivered by mail, or delivered by other courier services to:

ISSUING OFFICE:

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

(XX) BID GUARANTEE – (\$150,000.00 (USD)) May be in the form of;
Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check (**NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.**)
- * b. Wire Transfer to Guam Power Authority
Account No. 0601-024961, Routing No. 121405115
Bank Location: Bank of Guam, 111 Chalan Santa Papa Street, Hagatna, Guam 96910
Bank Mailing Address: P.O. Box BW Hagatna, Guam 96910
- c. Letter of Credit or
- d. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner; or
 - 2. Power of Attorney issued by the Surety to the Resident General Agent or the following:
 - a. Current Sworn Annual Report (Limited Liability Company (LLC) and/or Corporation) or;
 - b. Current Renewal of Annual Limited Liability Partnership (LLP); or
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

- (XXI) STATEMENT OF QUALIFICATION;
- () SAMPLES;
- () BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered)
- (XX) OWNERSHIP AND INTEREST DISCLOSURE AFFIDAVIT; **Pursuant to Public Law 36-13**
- (XX) NON-COLLUSION AFFIDAVIT; **Pursuant to Public Law 36-13**
- (XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- (XX) ETHICAL STANDARDS AFFIDAVIT;
- (XX) WAGE DETERMINATION AFFIDAVIT;
- (XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

Note: The above Affidavits must comply with the following requirements:

- a. The affidavit must be signed within 60 days of the date the bid is due;
- b. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- c. First time affidavit **must** be an **original** – If copy, indicate Bid Number/Agency where original can be obtained.

(XX) OTHER REQUIREMENTS:

A Guam Business License and/or Contractor's License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful bidder must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

The reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid.

On this _____ day of _____, 2023, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

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 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.

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. 0601-024961, 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.



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUÅHAN
P.O.BOX 2977 • HAGÁTÑA, GUAM U.S.A. 96932-2977

To All Interested Parties:

* The Guam Power Authority, Procurement Office will continue its efforts with improvement towards accountability, transparency, and efficiency to better serve GPA personnel, prospective bidders, and guests, please be advised of the following:

1. Virtual meetings and/or conferences will be coordinated through the GPA Procurement Division.
- * 2. For In-Person meetings and/or conferences:
 - a. Please contact our office for scheduled hand delivery of Sealed Bid submission on or before scheduled Opening/Closing date and time with confirmation via:
Tel: (671) 648-3054/5 and/or (671) 648-3045
Email: GPA-Interested-Parties@gpagwa.com
 - b. Face masks and social distancing may be employed at the option of the individual.

COMPANY NAME:

REPRESENTATIVE NAME:

Print / Sign

Date

BID NO.: Multi-Step GPA-012-23

RFP NO.: _____

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLERS' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
- * 12. **RESTRICTION AGAINST SEX OFFENDERS:**
5 GCA Section 5253, enacted by P.L. 28-24 and amended by P.L. 28-98:
The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.
- * 13. **DISABLED VETERAN OWNED:** P.L. 34-115. 5 Guam Code Annotated §5011 & §5012
§5011. Policy In Favor of Service-Disabled Veteran Owned Businesses. Notwithstanding any provision of law, and *except* for the procurement of professional services, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service, which is offered by a business concern that is at least fifty-one percent (51%) owned by a service-disabled veteran(s), that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the service-disabled veteran owned business may qualify for under Guam Law.
§5012. Qualifications of a Service-Disabled Veteran Owned Business. A business concern is qualified under §5011 of this Chapter if:
(a.) the business concern is licensed to do business on Guam;
(b.) the business concern maintains its headquarters on Guam;
(c.) the business concern is at least fifty-one percent (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by and award letter from the U.S Department of Veterans Affairs;
(d.) the DD214 and Disability award letter from the U.S Department of Veterans Affairs are submitted to the procuring entity for every service offered; and
(e.) the service-disabled veteran(s) owner of the business concern has filed individual tax returns on Guam for a period of *at least* three (3) consecutive years.”
- * 14. **WOMEN-OWNED BUSINESSES:** P.L. 36.26. 5 Guam Code Annotated §5013.
§5013. Policy In Favor of Women-Owned Businesses.
(a.) Notwithstanding any other provision of law, if any entity of the government of Guam or any entity expending governmental funds intends to procure any supply or service which is offered by a business concern that is at least fifty-one percent (51%) owned by women, that entity *shall* procure such supply or service from that business concern, if the supply or service is available within the period required by procuring entity and the price for the supply or service *does not* exceed one hundred five percent (105%) of the lowest bidder, and *shall* be in addition to any other procurement benefit the women-owned business may qualify for under Guam Law. The procuring entity shall determine the lowest price to the entity in the case of more than one (1) women-owned business, or a women-owned business and a service-disabled veteran owned business, who are competing for the same government contract
(b.) Qualifications of a Women-Owned Business. A business concern is qualified under Subsection (a) of the Section if:
(1) the business concern is licensed to business on Guam;
(2) the business concern maintains its headquarters on Guam;

- (3) the business concern is at least fifty-one percent (51%) owned by women, who manage day-to-day operations and make long-term decisions;
- (4) the business concern is certified as a Women-Owned Small Business (WOSB) or an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration; and
- (5) the owner(s) of the business concern has (have) filed individual tax returns on Guam for a period of at least three (3) consecutive years

***15. CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).

***16. MULTI-STEP SEALED BIDDING:**

- a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
- b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
 - 1). only unpriced technical offers are requested in the first phase;
 - 2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
 - 3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
 - 4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
 - 5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
 - 6). the service being procured shall be furnished generally in accordance with bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.
- c. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**
Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.
- d. **EVALUATION OF UNPRICED TECHNICAL OFFERS.**
The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:
 - 1). acceptable;
 - 2). potentially acceptable, that is, reasonably susceptible of being made acceptable; or
 - 3). unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

The Procurement Officer may initiate Phase Two of the procedure if, in the Procurement Officer's opinion, there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussions. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bids or engage in technical discussions as set forth in Subsection 3-202.20.5 of this Section.

- e. Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid. Upon submission of prices, the Procurement Officer shall prepare the final evaluation and reconsideration for the Chief Procurement Officer's approval.

-
9. A current Guam Business License is not required in order to provide a Bid for this engagement, but is a pre-condition for entering into a contract with the Authority. *NOTE: The successful bidder must furnish a current Guam Business License prior to contract execution;*
 10. No Gratuities or Kickbacks Affidavit (Appendix G);
 11. Ethical Standards Affidavit (Appendix H);
 12. Declaration Re Compliance with U.S. DOL Wage Determination (Appendix I);
 13. Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property (Appendix J);
 - * 14. Contingent Fees Affidavit (Appendix R);

2.9.2. Bid Submittal

2.9.2.1. Manual Options for Bid Submittal

Bidders may submit their bids via mail services (such as U.S. Postal Service, Federal Express or DHL) to the address provided in *Section 2.1.2 Commercial and Technical Correspondence*. Bidders may also deliver bids at the GPA Procurement Office located at:

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

2.9.2.2. Non-repudiation Issues

GPA has structured its Manual IFB submittal procedures to ensure non-repudiation of the submitted bids. In this IFB, “non-repudiation” means strong and substantial evidence of the identity of the sender and owner of the bid and of bid’s integrity in so far as it being unaltered from its original sent state, sufficient to prevent a party from successfully denying the origin, submission or delivery of the bid and the integrity of its contents. Non-repudiation applies to both parties to this IFB transaction. It binds the sender as well as precludes the

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- Appendix H: Ethical Standards Affidavit
 - Appendix I: Declaration Re Compliance with U.S. DOL Wage Determination
 - Appendix J: Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property
 - * • Appendix R: Contingent Fees Affidavit
-
- Qualitative Proposal Worksheet.xls
 - Price Proposal.xls

3.1. Technical Proposal Forms

The following referenced forms shall be completed and submitted with the Proposal.

3.1.1. Bid Checklists

The BIDDER shall complete Form A-1 by acknowledging the receipt of the Invitation For Bid Documents received from Guam Power Authority, including the latest IFB Amendments received. Acknowledgement of receipt shall be given by signing or putting an initial beside each line item received. This Form is an acknowledgement of receipt, review and understanding of the IFB documents.

During the submission of the Proposals, the BIDDER shall complete Form A-2. This Form provides an inventory of documents submitted by the BIDDER in response to the Proposal requirements.

3.1.2. Ownership & Interest Disclosure Affidavit

The BIDDER shall fill out the Ownership & Interest Disclosure Affidavit form in Appendix C and submit it with its Proposal.

3.1.3. Non-collusion Affidavit

The BIDDER shall fill out the Non-collusion Affidavit form in Appendix D and submit it with its Proposal.

3.1.4. No Gratuities or Kickbacks Affidavit

The BIDDER shall fill out the No Gratuities or Kickbacks Affidavit Form in Appendix G and submit it with its Proposal.

3.1.5. Ethical Standards Affidavit

The BIDDER shall fill out the Ethical Standards Affidavit Form in Appendix H and submit it with its Proposal.

3.1.6. Compliance with US DOL Wage Determination

The BIDDER shall fill out and sign *Appendix I – Declaration of Compliance with US DOL Wage Determination* and submit it with the Technical Proposal.

3.1.7. Bid Bond Form

As stated in *Section 2.13 Bid and Performance Bond Requirements*, if a BIDDER desires to submit a bid bond with an acceptable bonding company, the BIDDER must submit original copies of Appendix B.

3.1.8. Local Procurement Preference Application

The BIDDER shall fill out and sign the Local Procurement Preference Application in Appendix E and submit it with the Technical Proposal.

3.1.9. Restriction Against Sex Offenders

The BIDDER shall complete the form, *Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property* (Appendix J) and submit it as part of the Technical Proposal.

*** 3.1.10. Contingent Fee Affidavit**

The BIDDER shall fill out and sign the Contingent Fee Affidavit Form in Appendix R and submit it with the Technical Proposal.

3.2. Qualitative Proposal Workbook

The BIDDER shall complete the Qualitative Proposal Workbook in accordance with the instructions given in the workbook's Instructions tab. The workbook shall be submitted as part of the Qualitative Proposal.

3.3. Price Proposal Workbook

The BIDDER shall complete the Priced Proposal worksheet contained in the MS Excel Workbook Priced Proposal Workbook.xls and submit it in a sealed envelope which will only be opened when the bidder has been deemed qualified through Step One of the multi-step bid process. This workbook outlines the Bidder's rate for energy delivered and the proposed plant's operating characteristics which will be used to determine total system costs.

TECHNICAL PROPOSAL SUBMITTAL CHECKLIST

ITEM	QUANTITY (ORIGINALS) ¹	QUANTITY (COPIES) ¹	GPA INITIAL
1			
2			
3			
4			
5			
6			
6.1			
6.2			
6.3			
6.4			
6.5			
6.6			
6.7			
6.8			
6.9			
6.10			
6.11			
6.12			
* 6.13			

¹Quantities supplied for each item must comply with minimums established in Volume I of the Invitation for Bid documents.

²Proposal is subject to automatic disqualification if this article is not provided.

*** APPENDIX R**

Contingent Fees Affidavit

