



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN
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November 27, 2018

AMENDMENT NO.: VI

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-034-18

FOR

**BUILD, OPERATE & TRANSFER CONTRACT FOR 180MW OF NEW GENERATION CAPACITY
STEP 2 – TECHNICAL SPECIFICATIONS**

Step 1 Qualified Bidders are hereby notified of the following responses to inquiries received from the following:

Qualified Bidder #3 dated 10/19/2018:

QUESTION:

1. Regarding the Gray Water Quantity and Analysis in Section C, Functional Technical Specifications, Appendix A (pdf page 166): We would like additional information regarding the quality of the gray water so that we can assess its suitability for use and then design and estimate the costs for the appropriate water treatment systems. Please provide typical values for salinity (such as Na, Cl, Ca, Mg, SO₄) and conductivity. We have contacted GWA but they have not responded to us.

ANSWER:

It is responsibility of the Bidders to obtain this information from GWA.

QUESTION:

2. Regarding the PICES analysis requirement described in Section C, Functional Technical Specifications, section 1.2.10 Grid Study and PICES Analysis (pdf page 101) and Appendix H (pdf page 410):
 - a. The results of the recent GPA analysis presented in Appendix H Table 2 include scenarios that seem to conflict with GPA's requirement that the contracted facility capacity must be within 10% of 180 MW. Please confirm GPA's requirements regarding contracted facility capacity.
 - b. The results in Table 2 suggest that a project consisting of eight reciprocating engines of 18 MW each will satisfy GPA's requirements for peak load carrying capacity (PLCC) and reserve margin. If that is correct, we assume that a project consisting of nine or ten reciprocating engines of approximately 18 MW each would also satisfy GPA's requirements for PLCC, reserve margin, and contracted facility capacity. Please confirm.

ANSWER:

- a. The Contracted Facility Capacity must be within 10% of 180 MW.
- b. Nine to eleven units sized 18 MW each would meet the requirement. Recognize that 15 MW of spinning reserve must be carried by the new plant; therefore, a plant with 162 MW would only deliver 147 MW.

QUESTION:

3. Please provide a copy of the blank affidavits and bid forms, etc. in Microsoft Word or Excel.

ANSWER:

Microsoft Word copies of all Section D forms except tables are provided as attachments.

QUESTION:

4. Regarding the noise limits in Section C, Functional Technical Specifications, section 2.2.8 Noise (pdf page 108):
 - c. What is the regulatory or engineering basis (reason) for the 45 dB(A) requirement?
 - d. Must the required sound pressure level be met on all sides of the project or, for example, on the east side only?
 - e. The IFB uses the terms "site boundary", "plant boundary" and "facility boundary". The Ukudu Maps document on the GPA website shows a "Facility site" and a "Buffer". Please clarify the meanings of these terms and how they relate to the noise requirements.
 - f. Is the shape and location of the 25-acre Facility Site fixed in relation to the Buffer shown on the Ukudu Maps document or is there some flexibility?

ANSWER:

- c. World Health Organization standards for night time noise levels for sleeping.
- d. Must be met on all sides.
- e. Article 2.1 of the IFMSB defines Site as Site – The land on which the Facility is to be installed, which will be acquired by GPA and made available for lease to Bidders by means of the LLA, provided, however, that the applicable area to be leased shall be limited to the portion of land required for the applicable Facility which shall be no greater than 25 Acres.

The terms "site boundary", "plant boundary", and "facility boundary" are all interchangeable and means the imaginary line (or a fence line) run along the Site perimeter.

- f. The new plant should be located in the Western section of the property with the stack structures closer to Highway 34 Beach Road. See attached map- Preferred Project Site Map1.pdf that shows the preferred project site location.

QUESTION:

5. The reference to a spinning reserve requirement in Section A, Information to Bidders, section 6.1.2 Dispatch Principles (pdf page 24) seems to conflict with the language in Section C, Functional Technical Specifications, 4.4.2.1 ULSD Fuel Charge, Guaranteed Heat Rate (pdf page 68) that says dispatch instructions will be met by unloading and shutting the units one by one so that the remaining units will operate at loads close to 100%. In addition, the draft Energy Conversion Agreement does not include the term spinning reserve. Please clarify.

ANSWER:

There is no contradiction. GPA will have complete flexibility in dispatching the Facility. Since it is likely that the Facility will be the most efficient power plant in the system, GPA expects to dispatch the Facility at high loads with GPA's existing units covering the spinning reserve requirements. However, there could be situations when it would be more beneficial to GPA to require the Facility to operate at partial load and provide spinning reserve requirements. ECA does not specifically mention spinning reserve as providing spinning reserve is not different from the partial load operation. Fuel Charge at partial load operation will be calculated in accordance with Section B, Article 4.4.2.1. Equations 4.6 using the Guaranteed Heat Rate corresponding to Facility dispatch load.

QUESTION:

6. Please confirm the required amount of on-site ULSD storage. The IFB documents include two different periods (30 and 14 days) and two different consumption rates (full load and expected capacity factors).

ANSWER:

30-day storage at expected capacity factor is correct.

Qualified Bidder #5 dated 10/19/2018:

QUESTION:

1. **Section A, 5.3, Page Number 23**
5.3 Site

The Facility Site shall be located within the parcel of land provided by GPA. The Site is located approximately 80 meters above the mean sea level. Bidders may utilize up to 25 acres of the GPA property for the Facility Site, but may be allowed to use additional area within the GPA property during the construction period. The Site will be leased to the Project Company by GPA under a Land Lease Agreement with a term commensurate with the term of the ECA.

How much additional space (in acres) can be provided separate from 25 acres mentioned?

ANSWER:

The existing vegetation barriers are to be maintained to the maximum extent. Project Company should plan their construction work accordingly to minimize the area beyond 25 acres.

QUESTION:

**2. Section A, 8.4, Page Number 26
Construction Power and Back-up Power**

The Bidder shall provide all construction power at the Site, either through self-generation or from the existing GPA network. Construction power from the GPA network will be provided at the current applicable electricity rates.

Does existing GPA network mean GPA Harmon substation?

Please provide the location of terminal point for construction power from GPA network.

ANSWER:

GPA network means GPA system. The successful bidder can elect to apply for temporary construction power with GPA. Bidder will be responsible for all applicable charges and the charges will be dependent on details such as connection point and voltage required.

Please see attached map (New Generation Infrastructure Ver2.pdf)

QUESTION:

3. Section C, 1.1, Page Number 93

The optimum output size will be verified with PICES (Probabilistic Investigation of Capacity and Energy Shortages) analysis. See Appendix H. GPA will provide a table that demonstrates need for particular sized units and reliability characteristics (availability) will need certain capacity to meet GPA 1 day in 4.5 years loss of load expectation. GPA can provide the program and a manual as well as the model case.

Section C, Appendix H, Page Number 410

GPA addresses system reliability through maintaining a reserve margin that would satisfy a Loss of Load Expectation (LOLE) of 1 day in 4.5 years for projected peak demands. This means that there is sufficient reserve capacity of generating units in the system to replace units that are unavailable due to planned or forced outages and that the loss of capacity, causing GPA to not serve customer load, would not exceed the equivalent of a day within a four and half year period.

To evaluate reserve margin requirements GPA uses the Probabilistic Investigation of Capacity and Energy Shortages (PICES) program which considers generating unit sizes, total system capacity and individual unit reliability. Table 2 provides a summary of power plant capacities and their peak load carrying capability based on unit sizes and reliability. Highlighted on the table are the required total number of units per unit type and size, in addition to remaining existing GPA units, to meet a minimum 320MW peak demand.

- 1) Please clarify what the following terms mean.
 - a. 1 day in 4.5 years loss of load expectation
 - b. peak load carrying capability

2) How much margin is GPA expecting this plant to satisfy?

3) When does GPA expect bidders to conduct the analysis?

ANSWER:

- 1.a. Loss of Load Expectation (LOLE) (days/year) is defined as number of days per a time period for which available generating capacity is insufficient to serve the daily peak demand. 1 day in 4.5 years LOLE means that based on the reliability characteristics of the equipment installed in the system and system margin the expected loss of load is not higher than 1 day in 4.5 years.
- 1.b. Article 1.2.10 of Section C of IFMSB describes the PLCC (peak load carrying capability) as follows: PLCC indicates the peak load assorted sizes and number of units can meet.
2. Appendix H to Section C of IFMSB provides the minimum number of units and resulting system margin as a function of the individual unit size and technology. This minimum number of units is required to cover a minimum of 320 MW load while meeting the system reliability requirement of LOLE equal to 1 day in 4.5 years when considered together with the existing GPA units. There is no specific requirement regarding the margin to be satisfied by the new plant; the purpose of Appendix H is to set the minimum number of units of any particular size to be installed at the new plant to satisfy the 1 day in 4.5 years LOLE requirements.
3. No PICES analysis is required if the maximum plant size is within the table in Section C Appendix H

QUESTION:

4. **Section C, 1.2.5, Page Number 97**
B. Scope of Supply for Fossil Fuel Fired Component
Security provisions compliant with NERC CIPS and US Navy

Does this requirement is stated for CCTV, access control, etc.? If it is correct, please inform which standard number should be referred to for security provisions.

ANSWER:

Response shall be forthcoming.

QUESTION:

5. **Section A, 1.1.3, Page Number 12**
Bidders offering the entire Project or components of the Project based on fossil fuel fired technologies must design the Project facilities to have all the provisions required to burn Natural Gas if or when it becomes available. Bidders' Financial Proposal must quote the incremental Price associated with adding any necessary natural gas equipment and systems in the future.

Section B, 4.2.1.5, Page Number 63

4.2.1.5 Costs Included in Price

- f) Cost, if any, of construction additional facilities required to start operating on Natural Gas when it becomes available.

Section C, 1.2.5, Page Number 97

Provisions for optional Natural Gas pressure reduction, metering or compression and treatment station, as required

- 1) Please clarify whether the price of construction and commissioning of natural gas system should be provided as an option or base. Section A and B is conflicting with Section C where "optional" is used for system provisions.
- 2) The timing of when natural gas is available is not determined in RFP. When is GPA expecting to have natural gas available?
- 3) Clarify the minimum requirements for the provisions of natural gas equipment at Phase 1 COD and Phase 2 COD, if natural gas is not available until a later date.

ANSWER:

- 1) The proposed tariff for operation on natural gas must consider the cost of addition of facilities required to start operating on Natural Gas when it becomes available. The Natural Gas tariff will be applied when the Facility starts operating on Natural Gas.
- 2) For evaluation purposes it is assumed that Natural Gas will become available starting from year 4 after Phase 1 Commercial Operation Date. This assumption reflects GPA expectations about the timing of availability of Natural Gas.
- 3) IFMSB Section C, Technical Specification requires Bidders to construct a Natural Gas pipeline to the Site prior to Commercial Operation Date. Regarding the on-Site Natural Gas facilities and power generating equipment, it is up to the Bidders to decide which provisions for operating on Natural Gas they would like to have from the beginning of commercial operation and which provisions they would like to provide at a time when Natural Gas becomes available. When making their decision the Bidders should consider the fact that any outages that may be required to convert plant's generating units to Natural Gas after Commercial Operation Date will not be considered as a reason for relief on the availability guarantee under the ECA.

QUESTION:

6. Section C, 1.2.5, Page Number 97

Construct a new road from the access road initiating from Route 1 through the front of the property to Route 3

There is no specification and/or requirement for the design of the new road including the type (Asphalt or RCC), width, etc. Please clarify it.

ANSWER:

The Bidders shall design the access road capable of supporting reliable delivery of equipment and material (including trucking fuel oil, if necessary) to the site during construction and operation. The Project Company will be responsible for the access road maintenance during the term of the ECA and shall design the road capable of withstanding the expected loads under any ambient conditions including typhoons and supporting reliable operation of the Facility. Any construction delays or plant outages or deratings caused by poor conditions of the access road will be counted against Project Company schedule and/or availability guarantee under the ECA, as applicable.

QUESTION:

7. Section C, 1.2.5, Page Number 97

Control system for combustion turbine and steam turbine generator units

Can the plant control system be configured with different single control systems? (ex. GT control with GE system, ST control with Siemens System, Is it possible?)

ANSWER:

Please see Section C, Article 3.2.2 Q2, which requires Bidders to "Provide a complete and coordinated control system equipment and software package that safely controls all aspects of power plant operations." This means that the Bidders shall provide a Distributed Control System (DCS) that would integrate control functions of individual components and allow plant operators to control the plant from an operator workstation located in the power plant control room. In other words, different suppliers may provide their own control systems for their equipment, but all the control systems for different components will have to be integrated into a common plant DCS system.

QUESTION:

8. Section C, 1.2.5, Page Number 97

Telecommunication systems with Facility, connection to public network, and connection to GPA private telecommunication networks [GPA to confirm]

- 1) Is it possible to use a local communication line when establishing a private network with GPA?
- 2) What kind of items are to be confirmed by GPA later in parentheses?

ANSWER:

- 1) No, GPA will not allow the use of a local communication line when establishing a private network with GPA.
Project company must provide two 4-inch fiber optic conduits in concrete encased between:
 1. The Fuel pipeline endpoints
 2. Between New Plant Substation and Harmon Substation
 3. Between New Plant Substation and GWA Northern Wastewater Facility
 4. Between each New Power Plant Facility Building, Fuel Tank Location, Fuel Loading Gantry

GPA prefers underground installation. However overhead is acceptable as long as it is All-Dielectric Self-Supporting Cable construction designed for 180 MPH.

Project company must provide 144-Count fiber optic cable between endpoints above. Project company must provide interconnection patch panel housing at each endpoint. All work must be stamped by a RCDD.

GPA will provide redundant fiber connections at the New Plant fiber interconnection at Harmon Substation to GPA's Disaster Recovery Center in Upper Tumon and the GBNPSB in Mangilao. All New Power Plant internal and external communications and networks must comply with GPA Cyber Security Standards and Guidelines.

- 2) GPA to confirm what type of communication systems should be provided.

QUESTION:

9. Section C, 1.3.2, Page Number 102

The terminal point for design and construction included in Project Company's scope will be at the interface between the existing GPA Harmon substation and Electrical Interconnection Facilities also known as the Point of Interconnection (POI).

Please clarify whose scope is connection work between GPA Harmon substation and POI.

ANSWER:

According to Section C, Article 1.2.5, the Bidders are responsible for design and construction of:

- a. Electrical Interconnection Facilities between the Facility and the GPA Harmon substation
- b. Expansion/modification to the GPA Harmon substation.

The POI (also defined in the ECA as Delivery Point) "Delivery Point" means the connection point of the Electrical Interconnection Facilities to the 115-kV bus bar at the Harmon substation. Given the requirement for the Bidder to be responsible for design and construction of modifications of the Harmon substation, Bidders are responsible for design and construction of Electrical Interconnection facilities up to and including the POI.

QUESTION:

10. Section C, 1.3.4, Page Number 103

1.3.4 Wastewater Discharge

Wastewater discharge will be the responsibility of the Project Company. The Project Company will need to determine wastewater pretreatment quality to meet the requirements of GWA. Sanitary sewer may potentially be discharged to the GWA treatment facility. The Project Company shall be responsible for the wastewater discharge permitting, and any contractual agreements with GWA.

- 1) Please provide detailed information of GWA treatment facility especially about terminal point information of wastewater and sanitary sewer discharge: pressure, above/underground, location, etc.
- 2) Stormwater discharge is not mentioned in RFP. Please provide requirement for the discharge of stormwater including terminal point information.

ANSWER:

- 1) It is responsibility of the Bidders to obtain this information from GWA.
- 2) It is responsibility of the Bidders to decide on the arrangements for the stormwater discharge based on their design and investigation of applicable environmental requirements.

QUESTION:

11. Section C, 2.1.1, Page Number 103

The Facility shall be designed and constructed in accordance with all applicable Federal, Territory of Guam, and local codes and standards including the most applicable sections of the codes, standards and regulations of the following organizations or their acceptable equivalent European, Japanese and South Korean standards. If European, Japanese, or South Korean standards are proposed the Project Company must demonstrate equivalency.

For KS, JIS, EN Code, bidder would like to clarify whether they are acceptable for the Project.

ANSWER:

Yes.

QUESTION:

12. Section C, Clause 2.1.1, Page Number 105

B. Drawings and Design Model

All drawings shall be in English language and units, or a combination of Metric / English units if the drawing initially only has Metric Units. A 3D computer model of the Facility shall be submitted in addition to the drawings. The 3D model shall be in Bentley.dgn format.

Bidder will submit all drawings in 2D format. In addition, in order for GPA to better see the relationship between equipment, systems and general architecture, 3D model of the overall Facility will be submitted.

ANSWER:

Kindly clarify question.

QUESTION:

13. Section C, 1.2.10, Page Number 101

The size of the Facility's individual units shall be such that a trip of a single Unit will not result in a loss of 44MW.

Section C, 2.2.1, Page Number 106

The size of the Facility's individual units shall be such that a trip of a single Unit will not result in a loss of 45 MW.

Please clarify the conflicts in unit loss limitation.

ANSWER:

45MW is correct.

QUESTION:

14. Section C, 2.2.1.C, Page Number 106 and 107

The plant shall be capable of providing a minimum level of 700 MVA of Short Circuit energy at the 115 kV POI when operating at 20 MW or higher real power output. This may require either dedicated synchronous condensers, or some of the generating units not producing real power in such a scenario to be able to operate as synchronous condensers or the provision of a separate energy storage system.

Bidder understands that the synchronous condenser supplies only reactive power to the grid. Does the synchronous condenser have a function to supply the Short Circuit energy to the system?

ANSWER:

Yes, the combination of all online units (generating and/or synchronous condensing) must provide the required short circuit level at the POI. The bidders shall design the proposed system to meet the short circuit level. Short circuit current contributions would be expected from all rotating equipment.

The minimum short circuit (SC) MVA requirement for the new plant equates to a minimum contribution to the overall grid strength, as measured by SC current or MVA. This requirement is necessary to provide a sufficient grid strength for proper operation of the various inverter based systems on the existing and future GPA system.

The bids must specify the minimum operating configurations at the new plant that will meet the minimum SC MVA. GPA will then use the minimum operation configuration specifications from the bidders to evaluate the various dispatch conditions and economics, as part of the overall evaluation of each bid. The bids must clearly specify what equipment must be online to meet the SC requirement. The SC MVA requirement should be met even during the loss of the largest single plant outage (single point of failure) condition. This condition shall be clearly described in the bid proposals.

QUESTION:

15. Section C, 2.2.1.D, Page Number 106 and 107

The plant is expected to provide inertia for the GPA system primarily through the inertia of the plant generators. As such, the generators are expected to be oversized relative to the capacity of the units to provide increased inertia. The generators MVA rating must be sized a minimum of 140% of the real power capacity of the prime mover

Please explain exactly GPA intentions or reason for sizing a minimum of 140% of the real power capacity of the prime mover.

ANSWER:

The replacement of older generation with units at the new plant, and increases in renewable generation without inertia, will result in less total rotating inertia online during normal operating conditions, as compared to historical levels. This will result in an increased rate of change of frequency in the system, during loss of generation transients. This results in greater risk to the system for load shedding and general system stability. Therefore, GPA is requesting that the new generation have more inertia per MW (rated MW) than might be normal. This will help alleviate problems associated with rate of change of frequency. The bid attempts to quantify this by specifying units have a MVA rating at least equal to 140% of the MW rating. Bidders should clearly specify the inertia provided by the proposed plant, including both generating and synchronous condenser equipment. Bidders should also clearly specify which equipment must be online to meet the various requirements.

The 140% also increases the level of fault current that is supplied by on-line generation, reducing the short circuit energy required from additional sources such as synchronous condensers.

QUESTION:

16. Section C, Clause 2.2.8, Page Number 108

C. Noise level of any equipment shall not exceed 115 dB(A) measured from a distance of 3 ft (1 meter). Equipment with noise level greater than 85 dB(A) shall have a separate noise enclosure or meet OSHA hearing protection requirements.

Section D, Clause 8.10, Page Number 467

Provide the guaranteed sound level for the plant at one meter from the equipment enclosures or exterior walls of the powerhouse(s), which should not exceed 85 dB(A)

- 1) Please clarify if bidder understands the requirement of the noise level limit of 115 dB(A) and 85 dB(A) in RFP correctly.
 - Noise level of any equipment shall be under 115 dB(A) and the equipment with the noise level of between 85 dB(A) and 115 dB(A) should be enclosed with proper noise attenuation method (enclosure or exterior walls) so that the final noise level of the equipment becomes under 85 dB(A).
- 2) Bidder understands that equipment shall have less than 85 dB(A) under normal operation. Also, it shall not exceed 115 dB(A) in abnormal case such as safety valve open.

ANSWER:

- 1) Confirmed that equipment shall be under 115 dba and any equipment over 85 dba shall be enclosed with noise attenuation.
- 2) Confirmed. Equipment should not exceed 115 dba.

QUESTION:

17. Section C, Clause 3.2, Page Number 129

S. Protective Relaying

3. GPA has standardized on utilizing Schweitzer Engineering Laboratories, Inc. protective relays SEL-411L type relays for 115KV and 34.5KV transmission line.

Section C, Clause 3.2.2

6. All 115 kV relays shall be SEL type relays.

Bidder will provide SEL-411L type relays for 115KV, but, is it possible to apply others relay maker (ABB, Siemens, etc.) for other electric equipment (Such as MV SWGR, LV SWGR, Generator, TR protection Relay) for avoiding sole vender risk?

ANSWER:

The GPA system currently has extensive protective relays that are SEL and GPA desires to maintain the same type of relays throughout its system.

QUESTION:

18. Section C, Clause 3.2; Section C, Clause 3.2.2, Page Number 129

R. Dynamic Fault recorder

The plant shall include a Tesla 4000 Power System Monitoring Recorder.

Can bidder suggest other Dynamic Fault recorder maker for avoiding sole vender risk?

ANSWER:

The GPA system currently has extensive fault recorders in its system to record the dynamic response of the system. All of the existing dynamic recorders are Tesla recorders and GPA desires to maintain the same type of recorder throughout its system.

QUESTION:

19. Section C Clause 3.4.4 Material, Page Number 133

Materials of construction shall be suitable for their intended purpose and longevity. Materials to be used shall be selected from the following standards or their European, South Korean, or Japanese equivalents. Only one set of standards shall be applied throughout the Facility.

For KS, JIS, EN Code, bidder would like to clarify whether they are acceptable for the Project.

ANSWER:

Project Company must demonstrate equivalency. Only one set of standards may be applied throughout the project.

QUESTION:

20. Section C, Clause 4.2.5, Page Number 160

2. The test procedures shall include, but not be limited to, the following information:
 - a. Administrative Procedures
 - b. Test Equipment
 - c. Test Instrumentation to be installed
 - d. Station Instrumentation to be used
 - e. Test Methods
 - f. Test Standards to be followed
 - g. Sample Data Sheets
 - h. Test Calculation Methods
 - i. Instrument Calibration Sheets
 - j. Pre-test Uncertainty Calculation

Test procedure is required to submit at least 120 days prior to the test date. Concerning the possibility of expiration of instrument calibration sheet, bidder suggest that instrument calibration sheet should be included in test reports.

ANSWER:

Instrument Calibration Sheets can be provided later than 120 days prior to the test date but will have to be provided no later than 2 weeks prior to the test date.

QUESTION:

21. Section C, Clause 4.2.5, Page Number 160

- E. Test Reports
2. Within fifteen (15) business days of the conclusion of the test, the Project Company shall submit a Final Test Report, or a notification of a retest in the event of a dispute.

2. Within fifteen (15) business days after receiving the fuel analysis data, the Project Company shall submit a Final Test Report, or a notification of a retest in the event of a dispute.

Since test result should be corrected based on fuel analysis data which would take about 2 weeks to get from certified institutions, bidder suggests that bidder notify GPA of when they receive fuel analysis data for the fuel used during the test and submit test reports within 15 business days after receiving the fuel analysis data.

ANSWER:

This is acceptable.

QUESTION:

22. Section C, Clause 4.2.5, Page Number 161

- G. Environmental Compliance Tests
2. For the Fossil Fuel Fired Component, the Bidder shall test the plant for emissions on both ULSD and Natural Gas, when it becomes available, to ensure that it meets the air permit requirements.

H. Heat Rate

The Heat Rate and some other test requirements below are only applicable to the Facilities including Fossil Fuel Fired Component. The specification will be adjusted based on the Facility configuration and technology proposed by the selected Bidder. For the Facilities including Fossil Fuel Fired Component, the Heat Rate and Initial Dependable Capacity Tests shall be conducted on both ULSD and Natural Gas, when it becomes available.

The Heat Rate and some other test requirements below are only applicable to the Facilities including Fossil Fuel Fired Component. The specification will be adjusted based on the Facility configuration and technology proposed by the selected Bidder. For the Facilities including Fossil Fuel Fired Component, the Heat Rate and Initial Dependable Capacity Tests shall be conducted on both ULSD and Natural Gas, when it becomes available.

As one of the assumptions for price evaluation, plant will operate on ULSD for Contract Years 1~3 and on Natural Gas for Contract Years 4~25.

However, in the event Natural Gas is supplied after 3 years, EPC contractor could not test before COD. Please confirm that Nature Gas supply is available for test before COD.

ANSWER:

Natural Gas will not be available before COD.

QUESTION:

23. Section C, Clause 5.3, Page Number 164

5.3 Site Size and Layout

Property consists of 60 plus acres near Harmon substation in Dededo. The estimated plant footprint is 25 acres.

Bidders may utilize up to 25 acres of the GPA property for the Facility Site, but may be allowed to use additional area within the GPA property during the construction period.

ANSWER:

Yes.

The existing vegetation barriers are to be maintained to the maximum extent. Project Company should plan their construction work accordingly to minimize the area beyond 25 acres.

QUESTION:

24. Section C, Clause 3.2; Section C, Clause 3.2.1, Page Number 197

Only one set of standards shall be applied throughout the Facility.

Please clarify GPA's intention of using one set of standards. Bidder understands that one set of standards will be applied for each equipment, not throughout the Facility.
(e.g. pressure vessel - ASME, pump - HI, etc.)

ANSWER:

Only one set of standards may be applied throughout the project.

QUESTION:

25. 9 Fuel; 1.3 Terminal Points; 1.3.1 Fuel B. Natural Gas, Page Number 102

GPA may develop a LNG receiving facility to supply natural gas to the Project under a separate procurement process to be held in the future. GPA, via the selected LNG provider, will be responsible for development of the LNG delivery, storage and regasification facilities including construction of a gas supply pipeline to deliver natural gas from the LNG terminal to the Project Site. The terminal (interface) point between GPA and the Project will be at the Site boundary.

The Project Company shall design the plant for future natural gas operation. If natural gas is selected by Project Company as a fuel source, the Project Company is responsible for the design and construction of natural gas supply infrastructure beginning at LNG regasification and compression and GPA Bulk Fuel Storage Facility, and the new pipeline that will be built to transport natural gas from the GPA Bulk Fuel Storage Facility location to the plant site. The interface point for design and construction will be a supply flange from bulk LNG storage at the GPA Bulk Fuel Storage Facility location. The Project Company shall provide natural gas throughput and pressure suitable to support the peak Facility demands noted herein.

Appendix B: ULSD and/or Natural Gas Storage and Pipeline Structure;

1.2 ULSD Scope of Supply, Page Number 194

If natural gas is selected as a fuel source, the Project Company will design, permit and construct a pipeline to transport natural gas from the Guam Power Authority (GPA) Bulk Fuel Storage Facility located in Piti, Guam to the new power generation plant site. The plant site has not yet been determined, but the selected site will be located near the Harmon Substation and the Tanguisson power plant site.

- 1) There's a conflict between sections regarding the terminal point of Natural Gas supply system. (site boundary vs. LNG storage facility). Please clarify the terminal point for Natural Gas supply.
- 2) There's a conflict between sections regarding regasification and pipeline. Please clarify the scope of work for LNG regasification facilities and supply pipeline.

ANSWER:

- 1) The Natural Gas pipeline terminal point is at the LNG storage facility.
- 2) Regasification will be done by the LNG infrastructure supplier and the terminal point will be at the outlet flange after regasification.

QUESTION:

26. Section C, Clause 1.3.1, Page Number 102

1.3 Terminal Points

1.3.1 Fuel

A. ULSD

If ULSD is selected by Project Company as a fuel source, the Project Company is responsible for the design and construction of ULSD supply infrastructure including any modifications at the GPA Bulk Fuel Storage Facility Bulk Fuel Storage Facility and the new pipeline that will be built to transport ULSD from the GPA Bulk Fuel Storage Facility to the plant site.

1.2 ULSD Scope of Supply

The ULSD pipeline is to be constructed, as much as is reasonably possible, in the existing 8" RFO pipeline easement. The existing 8" pipeline is no longer active and the Project Company is to remove and replace with the new ULSD pipeline. Additional easement will need to be acquired to route the pipeline to the new power generation plant site. New pipeline routing shall follow existing pipeline corridors and access roads where possible.

Section C, Appendix B 1.2, Page Number 194

The natural gas pipeline is to be constructed, as much as is reasonably possible, in the existing 8" RFO pipeline easement. As with the ULSD pipeline, the existing easement shall be utilized to the extent physically possible. Additional easement will need to be acquired to route the pipeline to the new power generation plant site. New pipeline routing shall follow existing pipeline corridors and access roads where possible. GPA will assist the Project Company with acquisition of all new easements for the pipeline. Project Company will have ultimate responsibility and assumes associated risks.

The condition and design data of existing ULSD pipeline is essential information for new ULSD & Natural Gas pipeline design. Please provide detail information for it additionally. (ex. pipe route, section, encasement design, underground utilities layout, etc.)

ANSWER:

Response shall be forthcoming.

QUESTION:

27. Section C, Clause 1.2; Section C Clause 1.2.7 ULSD Supply Infrastructure, Page Numbers 100 and 195

The Fuel Transfer Station is located at the GPA Bulk Fuel Storage Facility. The Fuel Transfer Station is comprised of eight (8) rotary screw pumps, three (3) of which are dedicated to the 8" RFO pipeline system. The Project Company shall review the pump equipment data and station design to validate that the existing pumps have the capability to meet the design conditions of the pipeline. If the existing pumps are not viable, then the Project Company shall be responsible for the design, permitting and construction of new transfer pumps, booster pumps and other associated equipment.

The design, construction, and commissioning of the ULSD supply infrastructure, including, bulk storage at the plant, fuel truck loading and unloading facilities, new fuel oil and natural gas pipeline to the plant and modifications to existing pumps at the GPA Bulk Fuel Storage Facility Pump Station is the responsibility of the Bidder and will be included in the scope for any Facility which has a fossil fuel

fired component. Ownership of the bulk storage, the plant site fuel truck loading facilities and the pipeline will be transferred to GPA after Commercial Operation Date.

Please, provide datasheet of the existing pumps, P&ID of fuel oil system, Piping Material Specification at the GPA bulk fuel Storage facility or terminal point condition for fuel oil including pressure and flow to review modification is needed or not.

ANSWER:

GPA provided the datasheet of the existing pumps/motors, P&ID of fuel oil system in the following attachments:

- GPA Fuel Oil System JP.pdf
- TANGO TRANSFER PUMP.pdf
- Tango Pump Motor Data Plates.pdf

Three (3) pumps are assigned for fuel transfer to Tanguisson Power Plant. 1 to 2 pumps are operating at the same time depending on the demand for fuel transfer. One pump is always available as stand-by. The pumps are arranged in parallel and have capacity of 171 bbls/hr each operating at a maximum pressure of 750 psig. (500 SSU at 120 degree F).

Two of the pumps are over 40 years old and one is over 10 years. They were last operated about 3 years ago. Considering these factors GPA has decided to include replacement of the existing pumps with new ones in the project company scope of work.

QUESTION:

28. **Section C; Appendix A; Appendix C, Page Numbers 166 and 205**
Appendix C: ULSD Pipeline Drawings

The attached file is not opened. Please provide the drawing.

ANSWER:

Drawings were provided in **Amendment No. I.**

QUESTION:

29. **Section D, Clause 8.3, Page Number 447**

8.3 Drawings

- * General arrangement drawings of all buildings
- * Exterior elevation drawings of all buildings

Section D, Clause 8.6.2, Page Number 459

2. Proposed layout and elevation drawings of all buildings in the Facility

Please clarify the range of "all buildings."

In execution stage, all the drawings for all buildings will be submitted.

However, in proposal stage, bidder suggests to submit required drawings for the buildings as below.

- a. Power Generation building
- b. Control room, electrical room

ANSWER:

Bidder should provide a plant conceptual overview showing all planned buildings

QUESTION:

30. Section C, Form 15 Table 15.5~9, Page Numbers 511~516

Guaranteed Heat Rate (HHV) (Btu/kWh)

Please clarify which point (from min load to 100% capacity of dependable capacity) is guaranteed by bidder.

ANSWER:

All the heat rates in the table are guaranteed by the Project Company to GPA and will be used for Fuel Charge calculations by calculating the fuel consumption for power generated at different loads during billing period. The heat rate guarantee arrangements between the Project Company and the EPC Contractor are of no concern to GPA.

QUESTION:

31. Section A, 1.1.3, Page Numbers 93~94

The project includes a 115 kV substation and transmission lines to the GPA system. The plant is intended to be utilized in various operating conditions that include, but are not limited to: 1) higher output levels serving evening peak load, and 2) lower output levels (down to 20 MW) during periods of lower load and higher variable renewable generation where the plant still needs to be able to supply adequate system support and short circuit MVA levels. Synchronous condenser capability is required to provide adequate inertia to maintain short circuit MVA levels during lower real power output operating conditions and to provide reactive power to the system as required. The facility shall be capable of providing the full Dependable Capacity at any given time regardless of the weather conditions.

GPA Clarification: Please clarify the evaluation criteria for the synchronous condenser capability, what are the minimum requirements for availability.

ANSWER:

Synchronous condenser must meet the specifications for availability, however, the capability of the plant to provide 700 MVA following a single-contingency event must be met.

The Facility shall have availability of 90% or more. Facility availability guarantee is considered in the evaluation model by assuming that the existing GPA plants will have to generate electricity during the time when the Facility is not available.

700 mva must be available at all times, either from operating units or from a synchronous condenser.

QUESTION:

32. Section B, 4.4.2, Page Number 68

Fuel Charge

Additionally, the Bidders shall submit heat rate correction curves to account for changes in ambient temperature, as specified in Section D, Envelope II.

The mechanism for calculating the Fuel Charge would need to be amended to account for the following:

- Ambient pressure
- Relative humidity
- Efficiency degradation
- Frequency
- Power factor

In Section D referenced here (pg. 461-462), however, correction curves for the above is required to be submitted. Please clarify all the correction curves submitted in Section D, 8.7, will be considered to calculate the Fuel Charge.

ANSWER:

Please see Section B, Article 4.4.2 for the Fuel Charge formula. The only correction used in the formula for calculating Fuel Charge under the ECA is correction for ambient temperature. No amendment for Fuel Charge calculations will be considered by GPA. The Guaranteed Heat Rate values proposed by the Bidder and specified in Section D, Form 15.5 must account for variations of other parameters (ambient pressure, relative humidity, degradation, frequency, and power factor).

QUESTION:

33. Draft ECA, 1, Page Number 526

"Dependable Capacity" means, at any given time, the net capacity of the Facility (excluding any capacity associated with a Renewable Component) operating on ULSD or Natural Gas if and when applicable, measured in kW (adjusted to Site Reference Conditions), at the Delivery Point of the Facility as determined by the most recent Dependable Capacity Test, provided that for purposes of calculating the Capacity Charge, the Dependable Capacity shall not exceed the Contracted Facility Capacity.

"Contracted Facility Capacity" means the net electric power generating capacity of the Facility guaranteed to be provided to the Delivery Point on a continuous basis, adjusted to Site Reference Conditions as set forth in Schedule 2 and to the Fuel being consumed by the Facility at any given time, if applicable.

"Fuel" means fuel used by the Facility, which will be ULSD (as specified in Schedule 7) or Natural Gas (as specified in Schedule 9).

The Contracted Capacity and Dependable Capacity is ambiguously defined for both natural gas and USLD operation in draft ECA. The Facility's Dependable Capacity will be different between operation on ULSD and Natural Gas due to the different requirement of auxiliary power depending on the fuel type. Please clarify the specific fuel type that the Dependable Capacity will be based upon.

ANSWER:

The Bidder shall propose separate values for Contracted Capacities for Phase 1 for operation on ULSD and Natural Gas and Phase 2 for operation on ULSD and Natural Gas (see Section D, Form 1. 2 that has to be filled out by the Bidders). Similarly, Dependable Capacity is going to be different for ULSD and Natural Gas, but unlike Contracted Capacity, which is a capacity proposed by the Bidder and fixed for each Phase and each fuel type for the term of the ECA, the Dependable Capacity is the capacity that is changing over time and is established based on the results of the latest annual Dependable Capacity Test performed for each of the Fuels.

QUESTION:

34. Draft ECA, 4.2.2, Page Number 538

4.2.2 No payment for test energy

Prior to the Phase 1 Commercial Operation Date, GPA shall not pay for energy delivered to GPA during Testing and Commissioning.

Provision for treatment of energy delivered during Testing and Commissioning for Phase 2 and potentially during natural gas commissioning is not defined in RFP. Please clarify whether GPA will pay for test energy for Phase 2 and Natural Gas system.

ANSWER:

Please see Article 4.3.2 of the ECA. Since GPA is providing Fuel during the tests at no cost to the Project Company (up to a limit specified in Article 4.3.2 of the ECA), GPA will not pay for energy generated by the Facility during testing.

QUESTION:

35. Draft ECA, Page Number 525

"Connection Agreement" has the meaning set forth in Article 5.5(i)

The referenced clause in Article 5.5 (i) is not provided in draft ECA. Please provide "Connection Agreement" mentioned in Article 5.5 (i).

ANSWER:

There will be no Connection Agreement. This definition should be deleted.

QUESTION:

36. Section C, 4.2.5 (F), Page Numbers 160-161

F. Functional Tests

1. The Project Company shall perform the following tests:

- a. Test and start-up of auxiliaries
- b. Control systems tests
- c. Synchronizing checks
- d. Electrical Protective devices tests

- e. Mechanical protective device tests
- f. Stability tests – AVR, Stable minimum load, minimum load while in compliance with emissions, full load rejection test and step load change rejection tests
- g. Automatic startup and loading time tests for hot and cold starts

Please clarify what GPA expects for each functional test listed to ensure that the appropriate functionality is included with the proposed design.

ANSWER:

For each functional test listed above GPA expects the Facility to demonstrate that it can meet applicable standards and functional requirements of the Technical Specification.

QUESTION:

37. Draft ECA, Definitions, Page Number 525

"Commissioned" means notification by Project Company, accompanied by a report of the GPA Engineer certifying that the tests for Phase 1 or Phase 2, as the case may be, have been satisfactorily completed in accordance with Schedule 4, and that the Facility meets the relevant characteristics set out in Schedule 1 and Schedule 2, provided that upon receipt of such notice and report the date on which each Phase is Commissioned shall be the date upon which the tests for such Phase (as referred to above) have been satisfactorily completed.

Please provide schedule 1, 2, and 4 referenced in ECA here.

ANSWER:

Please see the preliminary list of schedules to the ECA. The Schedules will be developed after Project award to the winning Bidder based on the IFMSB document and winning Bidder's Proposal during the document finalization stage.

SCHEDULE 1 FUNCTIONAL SPECIFICATIONS

SCHEDULE 2 TECHNICAL LIMITS AND CONTRACTED CHARACTERISTICS

SCHEDULE 3 NOT USED

SCHEDULE 4 COMMISSIONING AND TESTING

SCHEDULE 5 DETERMINATION OF PRICE

SCHEDULE 6 METERING SYSTEM

SCHEDULE 7 ULSD SPECIFICATIONS

SCHEDULE 8 NOT USED

SCHEDULE 9 NATURAL GAS SPECIFICATIONS

SCHEDULE 10 EARLY TRANSFER

SCHEDULE 11 FORM OF CONSTRUCTION SECURITY AND TRANSFER SECURITY

SCHEDULE 12 ULSD METERING SYSTEM AND FUEL SETTLEMENT

QUESTION:

38. Section C, 3.7.2, Page Number 153

All buildings designs are to be approved by GPA. In general, building materials and installation of architectural systems or components shall be as follows:

Please clarify how this approval mechanism would operate as it is not mentioned within the current draft ECA. Any request for modification after acceptance of the Bidders' bid may impact cost and schedule of the Project. Please clarify building design will be approved as long as Bidder satisfies the requirements set forth in Section C, 3.7, in RFP. Or, if there's other additional requirements to be satisfied, please advise bidders.

ANSWER:

Yes if 3.7 is met. Including page 156 of 195 All buildings shall utilize an architectural style, colors, and finishes that are compatible with Guam's island heritage. Exterior colors and finishes shall be selected to blend in with the surrounding countryside and approved by GPA.

QUESTION:

39. Section C, 2.1.1 (A), Page Number 103

The equipment shall be designed for base load operation with potential frequent and rapid load changes. The Facility will be a primary power source for Guam; therefore, there shall be no single contingency (single mode failure) that could cause a sustained outage or partial outage for the Grid System.

As GPA well know, it is impractical and costly to include N+1 redundancy for certain equipment in the plant. For example most thermal plants customarily don't have N+1 contingency for equipment like generator step-up transformers, circulating cooling water pumps, isolated phase bus ducts and sometimes other equipment as well. Please clarify the definition of sustained outage or partial outage for the Grid System and how this is intended to impact Facility design.

ANSWER:

Where N+1 is not practical, the bidder must apply prudent Utility Practices.

QUESTION:

40. Section A, 9.1.1, Section C, 1.2.7 and Draft ECA, Article 4.3 (g), Page Number 27 and Section A, 9.1.1 ULSD Storage

GPA intends to convert its bulk storage facility from heavy fuel oil to ULSD. The current storage capacity of the existing central storage facility is 500,000 barrels. It should be noted that this storage facility will be used for the Project as well as for other GPA power plants. The Bidder shall provide additional on-Site ULSD storage with storage capacity sufficient to support thirty (30) days of Facility operation at full load. During the term of the ECA GPA will be allowed to access Bidder's on Site ULSD storage facilities to fuel GPA's tanker trucks at no charge.

Draft ECA, Article 4.3 (g)

(g) Project Company shall, in accordance with Schedule 1, construct and maintain storage facilities at the Site for the supply of ULSD for the operation of the Facility (the "ULSD Storage Facilities"). Such storage facilities shall be capable of holding an inventory equivalent to the amount of ULSD necessary to operate the Facility at the full Contracted Facility Capacity (in accordance with the Guaranteed Heat Rate) for at least fourteen (14) consecutive Days or such larger quantities as may be required by Lenders.

Section A, 9.1

After the Phase 1 Commercial Operation Date, care, custody and control of the pipeline will be turned over to GPA. Full ownership of the pipeline will be transferred to GPA upon Phase II Commercial Operation Date. GPA will own, operate, and maintain the pipeline during the Term of the ECA.

Draft ECA, Article 4.3.1 (h)

Project Company shall, in accordance with Schedule 1 finance, design and construct the ULSD Supply Infrastructure and transfer it to GPA at no cost on the Phase 1 Commercial Operation Date. GPA will own, operate, and maintain the ULSD Supply Infrastructure during the Term of the ECA.

Conflicting statements in the IFMSB with regards to the following:

- 1) Onsite storage requirements for ULSD are unclear, conflicting statements for 14 or 30 days of operation at Full Load for the Facility.
- 2) Section A and ECA conflicts in the timing of transfer of ownership for ULSD Supply Infrastructure to GPA. Please clarify the timing of transfer of ownership and O&M for ULSD Supply Infrastructure.

ANSWER:

- 1) 30 days at expected capacity factors is a correct value. Draft ECA will be amended accordingly.
- 2) Statement in Section A is correct. Draft ECA will be amended accordingly.

QUESTION:

41. **Section C, 3.2 subsection 4, Page Number 116**

Automatic Generation Control will be performed by GPA AGC system

Please provide additional details on GPA's AGC system.

ANSWER:

Response shall be forthcoming.

QUESTION:

42. Section C, 3.2 subsection 6&7, Page Number 116

6. Power revenue metering requirements (accuracy class, number of tariffs that can be programmed in the metering system, data logging and storage requirements, software for remote billing requirements, etc.).
7. Information and requirements for the Electrical Interconnection Facilities (voltage level and location of the GPA substation to be used to for power evacuation, one-line diagram and layout of the substation, specifying whether it is single or double circuit).

Please provide detailed requirements, such as:

- 1) What is the required accuracy class?
- 2) What is the requirement for number of tariffs that can be programmed in the metering system?
- 3) What are the data logging and storage requirements?
- 4) What are the software requirements for remote billing?

ANSWER:

The new power plant will have 3-115 kV transmission lines. Two of the 115 kV lines will connect to existing H501 and new H503 breakers at Harmon Sub. The third 115 kV line will intercept the existing Tamuning-Harmon 115 kV line and be rerouted to the new Power Plant. Therefore in the event that Harmon 115 kV bus is offline, the New Power Plant still has a line going to Tamuning Sub. Please see attached maps and layouts (Harmon Substation Layout, Pages from Substation One-line Reference, Transmission One-line).

- 1) The accuracy class of 0.2 is used for our generation metering however, GPA recommends utilizing SEL-735 (with MV90 compliant) for generation metering.
- 2) Response shall be forthcoming.
- 3) Response shall be forthcoming.
- 4) Response shall be forthcoming.

QUESTION:

43. Section C, 3.3.2, Page Number 131

Civil studies need to include a 'GWA water system model'

Please clarify what a GWA water system model is.

ANSWER:

Response shall be forthcoming.

QUESTION:

44. **Section C, 3.4.6, A.1., Page Number 138**
American Institute of Steel Construction (codes)

It appears many of the codes listed in this section have newer revisions. Please confirm if the versions listed in this section of the RFP are the versions GPA prefer to use

ANSWER:

The codes cited conform to the current Guam building code (IBC).

QUESTION:

45. **Section C, 3.4.7, A.1.a., Page Number 139**
"Building Code Requirements for Structural Concrete" (ACI 318 08).

There appears to be a newer revision of this document. Please confirm if the version listed in this section of the RFP is the version GPA prefers to use

ANSWER:

The codes cited conform to the current Guam building code (IBC).

QUESTION:

46. **Section C, 3.4.9, B.1., Page Number 140**
1. All steel shall be shop primed. Finish color will be selected by owner.

For the avoidance of doubt, please clarify the reference to "owner". Is this the Project Company or GPA?

ANSWER:

Response shall be forthcoming.

QUESTION:

47. **Section C, 3.5.1, B., Page Number 141**
Guam Power Authority Standard Specifications as applicable (for Substation)

Please provide applicable Guam Power Authority Standard Specifications

ANSWER:

Response shall be forthcoming.

QUESTION:

48. Section C, 4.2.6, Page Number 163

The Project Company shall perform an annual Dependable Capacity Test, to demonstrate the Facility Dependable Capacity. The performance shall be corrected to base conditions by the equipment manufacturer's correction curves, as described in the calculation methods provided in the test procedure. Output and heat rate corrections shall be allowed for:

- a. Ambient dry bulb temperature
- b. Ambient relative humidity
- c. Barometric Pressure
- d. Generator Power Factor
- e. Fuel Temperature
- f. Fuel Heating Value

Degradation curves are typically included in the manufacturer's correction curves. Please describe how the effects of degradation will be accounted for in the Dependable Capacity test.

ANSWER:

The Dependable Capacity determined by annual tests will be actual capacity demonstrated during the test adjusted to reference conditions and will become the basis for Capacity Charge. No correction for degradation will be allowed. Any loss of capacity due to degradation will be to Project Company's account and will have to be considered in Bidders' price Proposal.

QUESTION:

49. Section C, 4.2.7, Page Number 163

Tests and Inspections Prior to Facility Turnover to GPA in the End of the Term. Project Company shall perform tests one year prior to End of Contract Term to demonstrate the condition and performance of the plant. Tests shall include Dependable Capacity, heat rate, emissions and startup duration. Bidder assumes that the manufacturer's correction curves (inclusive of degradation) will be applied to the test results.

ANSWER:

The tests prior to Facility Transfer will have to meet minimum performance requirements to be set in the ECA. Currently it is envisioned that the Dependable Capacity of the Facility to be demonstrated prior to Facility Transfer shall not be lower than 92.5% of the Initial Dependable Capacity, and the Heat Rate shall not be higher than 107.5% of the Heat Rate demonstrated during Facility Commissioning.

QUESTION:

50. Section C, Appendix B, 1.2.1, Page Number 195

The Project Company shall provide ... databases ...

Please define what databases are required for submittal. Is this referring to datasheets?

ANSWER:

Databases include equipment lists, piping lists, valve lists, motor lists, instrument lists, etc.

QUESTION:

51. Section C, Appendix D, 3.9, Page Number 204

Project Company shall develop and install a Supervisory Control and Data Acquisition (SCADA) system to provide remote monitoring and control of the PHSMA-jurisdictional portions of the ULSD system, as well as inventory control and automation of the terminal facilities. A local virtualized historian shall be utilized to keep instrumentation and other important operational data for technician and engineering troubleshooting and regulatory compliance.

Please confirm that the remote monitoring and control signals will be to/from the control room at the 180 MW facility and not a different location.

ANSWER:

Confirmed

QUESTION:

52. Section D, 8.9.8, 8, Page Number 465

Provide a description of the overall control system used for the Project equipment, including all local, centralized and remote controlling including the proposed means to communicate with the GPA control center to follow its instructions

Please provide communication protocol and details of GPA control center.

ANSWER:

Response shall be forthcoming.

QUESTION:

53. Section D, 8.9.8, 10, Page Number 465

Describe how the Facility will be started, including the expected amount of time to synchronize each unit, starting with the equipment in "cold" and "warm" conditions.

For the avoidance of doubt and in order to levelize the bids, please provide criteria that constitutes "cold" and "warm" conditions.

ANSWER:

- (a) Cold Start: A start after more than 48 hours of continuous shut down
- (b) Warm Start: A start after more than 8 hours, but less than 48 hours of continuous shut down
- (c) Hot Start: A start after less than 8 hours of continuous shut down.

QUESTION:

54. Section D, 8.14.2, Table 8.12, Page Number 474

Reference is made to "minutes to Achieve Action After Shutdown:" in the table for Synchronizing and Load Pick Up Times (Table 8.12)54. Section D, 8.14.2, Table 8.12

The reference point for determining synchronization and load pick up times is listed as "minutes to achieve action after shutdown". Should the reference point be "after command for startup is initiated"?

ANSWER:

Response shall be forthcoming.

QUESTION:

55. Appendix D:, Page Number 44

Appendix D: GPA Power Network One Line Diagram

"Appendix D: GPA Power Network One Line Diagram" file is not clear. Please send original CAD File or Clear PDF file.

ANSWER:

A clear PDF copy was provided in **Amendment No.: I.**

QUESTION:

56. A.8.1, Page Number 26

The options may include entering into a Water Supply Agreement with the GWA, using well water, or sea water, subject to obtaining appropriate environmental and other permits.

C.1.3.3, Page Number 102

'There will be no sea water makeup utilized.

Two sections conflict regarding the use of sea water.
Please clarify whether sea water can be used or not.

ANSWER:

Seawater cannot be used.

QUESTION:

57. A.2.1, Page Number 20

72 Project Agreements - Collectively, the Energy Conversion Agreement, Land Lease Agreement, Direct Agreement, and Water Supply Agreement, which are entered into directly among GPA, GWA and the Project Company

- 1) What does Direct Agreement mean? Please provide draft version direct agreement.
- 2) How is it different from "Lender's Direct Agreement" defined in ECA? The definition of the two terms in each section is different.

ANSWER:

- 1) Direct Agreement is an agreement between the Project Company, GPA and Lenders that allows the lenders to step in and have all rights and obligations under the Project Agreements in case of the Project Company's event of default.
The copy of the Draft Direct Agreement will be provided later.
- 2) The meaning of Direct Agreement in Section A and Lender's Direct Agreement in ECA are the same.

QUESTION:

58. B.4.3.1.3, Page Number 64

The FCC shall not be adjusted by more than 10% (plus or minus) from any one Contract Year to the next Contract Year, provided, however, that it may be adjusted by up to 20%(plus or minus) from Contract Year 1 to Contract Year 2 (from Phase 1 operation to Phase 2 operation)

Please clarify whether the unit of FCC in this requirement is [\$US/kW/Month].

ANSWER:

We confirm that the units are \$US/kW/Month (see Section D, Form 15.2).

QUESTION:

59. Section A, 2.1, Page Number 19

Lump Sum Payment – means the lump sum payment in the amount of USD 50 million to be made by GPA to the Project Company upon Phase II Commercial Operation Date.

Section B, 4.2.2, Page Number 64

The bidder shall consider in their proposed price credits associated with GPA Lump Sum Payment.

ECA, 14.2, Page Number 578

GPA intends to make an initial lump sum payment of approximately \$50 million upon COD to reduce interest fees and payments over the contract term.

What is the expected form of Lump Sum Payment that will be provided?

ANSWER:

The payment will be made in cash or cash equivalent by wire transfer.

QUESTION:

60. Section D, 8.10, Page Number 466

8.10. Environmental Data

Bidder understands that GPA is expecting certain level of environmental impact study to be included in bid proposal as set forth in Section D, 8.10.

However, considering the short period to prepare the bid, the level of environmental impact study shall be clarified to avoid any confusion, especially in respect of item 6 to 13 in 8.10, Section D. How much details should be developed and what is an acceptable level of investigation to develop the details to be submitted in the bid?

ANSWER:

The requirements of Section D.8.10 are self-explanatory. No complete environmental impact assessment is required at the bidding stage; however, the Bidder shall identify Project environmental and social impacts, describe mitigation measures, provide high level assessment of environmental characteristics of the Project against US EPA requirements to confirm that the Project is capable of obtaining the required environmental permits, and describe the plan of actions to be undertaken by the Bidder to obtain such permits.

QUESTION:

61. Section B, 4.1, Page Number 62

Schedule 5 to the ECA will be based on the information provided in this Article 4.2, Article 4.6, and the Proposal accepted by GPA

There's no schedule 5 to the ECA available in RFP.

ANSWER:

Schedule 5 of ECA will be developed based on the information provided in Section B, Articles 4.2, 4.3 and 4.4, and Bidder's price Proposal (Filled out Section D, Form 15).

QUESTION:

62. Section B, 4.2.1, Page Number 62

The price will be specified for each contract year of the commercial operation period except for the price associated with phase 1 which shall only be considered for the first contract year. All payments shall be made in accordance with the terms defined in the ECA. These terms shall include provisions for the Joint Coordinating Committee to establish the technical and administrative details for invoicing, which will implement the concepts and equations in Articles 4.3 through 4.5 of this Instructions to Bidders.

Please clarify what is the exception for the price associated with phase 1.

ANSWER:

Phase 1 is expected to be only 10 months, so the Price during the first contact year may be different between the first 10 months and the last 2 months.

QUESTION:

63. Section D, Form 10, Page Number 478

Bidders are advised that any material modification to documents may result in disqualification. If there are no exceptions, please state so for each document.

2 List exceptions to the draft Project Agreements, individually.

- a) Exceptions to the Energy Conversion Agreement
- b) Exceptions to the Land Lease Agreement
- c) Exceptions to the Water Supply Agreement.

The referenced Land Lease Agreement and Water Supply Agreement are not provided. Please provide them.

ANSWER:

Since the Project Company will be responsible for entering in to a Water Supply Agreement with GWA, the statement about exceptions to the draft Water Supply Agreement is not applicable. A copy of the draft Land Lease Agreement will be provided later.

QUESTION:

64. Section A, 9.1.1, Page Number 27

GPA intends to convert its bulk storage facility from heavy fuel oil to ULSD. The current storage capacity of the existing central storage facility is 500,000 barrels. It should be noted that this storage facility will be used for the Project as well as for other GPA power plants. The Bidder shall provide additional on-Site ULSD storage with storage capacity sufficient to support thirty (30) days of Facility operation at full load. During the term of the ECA GPA will be allowed to access Bidder's on Site ULSD storage facilities to fuel GPA's tanker trucks at no charge.

Current provisions for ULSD metering in the ECA do not outline the mechanism how these costs will be offset from the calculation of the Energy Charge. The metering point specified in the Draft PPA (Clause 13.4, a,i)) is defined as follows: "GPA shall be responsible at its cost for installing and maintaining primary ULSD measurement equipment at the ULSD metering station in the ULSD pipelines supplying ULSD to the Facility in accordance with Schedule 6. GPA shall read its meter(s) at that point and such readings shall be considered official meters."

Please clarify the procedure for this reconciliation of amounts used to supply to GPA's tanker trucks to be included in the ECA.

ANSWER:

The procedure for metering of ULSD consumption by the Facility will be finalized after award during ECA finalization. In general, it is envisioned that the fuel consumption by the Facility during any billing period will be calculated as: a) the quantity of USLD supplied from the GPA's bulk storage facility (as metered by the GPA meter) minus b) the quantity of ULSD trucked by GPA from the on-site USLD storage facility and plus/minus c) the change in quantity of USLD stored in the on-site storage tanks, as the case may be.

QUESTION:

65. Section D, 7.2, Page Number 443

7.2 Financing Plan Documentation: Letters of Commitment from ECA, or financial institutions, etc.

Section B, Appendix A, Page Number 85

Footnote 3: In principle, non-binding letters of commitment from reputable lenders or underwriters will be accepted as evidence of a financial commitment at this stage of the procurement process.

Could GPA clarify whether they expect a committed financing with the bid? Footnote 3 in Appendix A seem to indicate it could be non-binding commitments.

ANSWER:

We confirm that non-binding letters of commitment from prospective lenders will be acceptable at the bidding stage.

QUESTION:

66. Section D, 7, Page Number 441

How flexible may be the financing terms allowed by GPA at the bid date? Does GPA have an approval right over any changes presented to the financing plan if it's modified after the bid by the selected bidder.

ANSWER:

Bidders will have flexibility in changing the financing plan prior to finalization of Project Agreements as long as they meet the following requirements stated in the IFMSB:

- a) Will meet the minimum equity contribution requirement of 20%
- b) The Lead Bidder contributes at least 35% of the equity
- c) They still achieve Financial Close within the by the Required Financial Closing Date.

As stated in Section D, Form 7 "Any subsequent changes to the financial plan after finalization of the Project Agreements will require the approval of GPA".

QUESTION:

67. Section D, 4.1 Attachment 4-A, Page Number 435

Should the Bidder be selected as the Bidder to develop the Project, it will be required to furnish GPA a Performance Bond in the form of an irrevocable stand-by letter of credit issued by an international bank acceptable to GPA, a bank guarantee issued by an international bank in form and substance acceptable to GPA, or a performance bond issued by an international surety in form and substance acceptable to GPA, in each case in the amount of US seventy-five million (\$75,000,000). This Performance Bond shall be valid until three (3) months after the Project Company achieves the Commercial Operation Date of the Facility in accordance with the ECA.

Can GPA clarify what is an acceptable International Bank when it comes to issuing the LC for the \$75MM security?

ANSWER:

The Letter of Credit, Cash, Certified Check or Cashier's Check, Wire Transfer, Bid Guarantee Bond must be issued by any local surety or banking institution licensed to do business on Guam. Additionally, GPA has included a list of performance bond insurance companies in attachment – Performance Bond Insurance Companies.pdf

QUESTION:

68. Section B, Appendix A, Page Number 85

The Minimum Debt Service coverage ratio is at least 1.20 for all applicable years of the Term

Can GPA confirm whether the min. 1.20x debt service coverage ratio also applies when dealing with renewable technologies?

ANSWER:

Yes.

QUESTION:

69. ECA draft, Page Number 526

"Early Transfer Price" means the applicable price set forth in Schedule 10 for the purchase of the Facility by GPA from Project Company pursuant to Article 5.5 (e), as the case may be.

Please provide schedule 10 referenced in ECA here.

ANSWER:

Schedule 10 will be developed after award during ECA finalization based on the Proposal of selected Bidder.

QUESTION:

70. ECA draft Article 9, Page Number 558

Project Company shall pay to GPA, as liquidated damages, an amount equal to US\$ [TBD] per kW of the shortfall between the most recently determined Initial Dependable Capacity and the Contracted Phase 1 Capacity.

Project Company shall pay to GPA, as liquidated damages, an amount equal to US\$ [TBD] per kW of the shortfall between the most recently determined Initial Dependable Capacity and the Contracted Phase 2 Capacity.

Why are the LD levels highlighted in yellow? Does the Bidder need to propose?

Response:

Response shall be forthcoming.

QUESTION:

71. Section D, 2, Page Numbers 425 and 428

<Form 2- Affidavit by the bidder>

e) That the Lead Bidder (and parent firm if applicable) is current with regard to payment of all national and local taxes within its nation of incorporation, and in all nations in which this firm is participating in power projects (except as noted on Attachment 2-B).

<Tax Statement>

In case where tax statement is submitted, should the company submit corporate income tax returns (and local tax returns) that are in Korean? If so, for how many returns be required (i.e., three recent years, etc.)?

ANSWER:

GPA would need to have the tax returns translated into English. We wouldn't be able to evaluate them if they are in a foreign language. So the tax statements for the 3 recent years must be submitted with English translation.

QUESTION:

72. Section A, 2.1, Page Number 18

Index (I_o , I_n)- The index used for adjusting the Price. This index is: the US Bureau of Labor Statistics, Current Employment Statistics, transportation and public utilities, average hourly wages of production workers, EES 40000006. The date used will be for the preceding third month.

Please confirm whether the company's actual O&M cost will be adjusted as per index mentioned in RFP (US Bureau of Labor Statistics, Current Employment Statistics).

ANSWER:

The proposed Fixed and Variable O&M Charge will be adjusted based on the Index (please see also Section B, Equations 4.3, 4.4 and 4.5. Index used by the Project Company to adjust Project Company's actual O&M costs does not concern GPA.

Qualified Bidder #1 dated 10/19/2018:

QUESTION:

19. Capacity

IFMSB Section C, 2.2.1

- C. The plant shall be capable of providing a minimum level of 700 MVA of Short Circuit energy at the 115 kV POI when operating at 20 MW or higher real power output. This may require either dedicated synchronous condensers, or some of the generating units not producing real power in such a scenario to be able to operate as synchronous condensers or the provision of a separate energy storage system.

There are several options to provide 700 MVA of Short Circuit energy. In order to evaluate the different technology option we need further information on:

- a) it states the EOF shall be no less than 90. Does this requirement also apply to the availability of 700 MVA of Short Circuit energy at the 115 kV POI? Or must the short circuit energy to the grid be always available.
- b) what is the max. time period to switch from real power output to synchronous condenser mode?

ANSWER:

- a) The 700 MVA requirement must be met even during the loss of the largest point of failure within the plant. The short circuit requirement is critically important during the transient associated with the loss of a piece of equipment. This is the condition where the system strength, as measured by short circuit duty, must be high enough to ensure proper functioning of the other system resources, especially inverter-based resources.

Therefore, the bidder must specify the minimum operating condition for the plant, such that if an N-1 single point failure occurs (such as loss of a unit), the resulting plant after the outage still maintains the 700 MVA short circuit requirement.

- b) There is no time limit for the time required to switch from real power mode to synchronous condense mode. The exact sequence of the transition and the actions required must be clearly explained in the Bidder's proposal. That is not true for the opposite transition, the transition time from synchronous condense mode to real power mode. If the response of the synchronous condenser is needed in order to meet the required response of the plant to transient conditions, the transition must occur within the required response time of the plant. If the synchronous condenser is not required to meet the required response of the plant, the Bidder must clearly indicate the time for the transition. The transition time will be evaluated as part of the start/stop times for the flexibility of the proposed configuration.

QUESTION:

20. Capacity

IFMSB Section C, 2.2.2

The target efficiency for the facility at base load is 45% or greater.

- a) Please clarify if 45% based on HHV
- b) We understand that 45% is only a target value not a IFMSB requirement. Please confirm.

ANSWER:

- a) Response shall be forthcoming.
- b) Confirmed.

QUESTION:

21. Capacity

IFMSB Section C, 2.2.4

The plant shall be capable of performing regulation required for renewable projects on the GPA system. The plant shall be capable of providing regulation of at least 25 MW/minute, up- and down-ramp, with equivalent of 66% of the plant real power capacity online. It shall be clearly stated what the achievable ramp rate is for all valid combinations of generating units online.

We understand that 66% of the plant capacity (120MW) must be capable to ramp up/down with 25MW/minutes. Considering a CCGT the ramp up/down rate is only required for the GT in simple cycle mode. The remaining STG capacity does not need to comply to this requirement. Please confirm our understanding.

ANSWER:

The response of the STG does not need to meet the ramp up/down requirement. However, the proportion of the STG ramp up/down within the required time frame that is attributable to each GT can be counted towards the regulation capability of the GT.

QUESTION:

22. Power Generation Building requirements

IFMSB Section C, 3.7.2

The Project Company shall provide dedicated space required for operation of the plant including, but not limited to, an electrical generating equipment (prime mover) area, a control room, a control system equipment storage room, and a low voltage electrical room. The final size and design of the building shall be based on the Project Company's layout of all equipment and equipment foundations that are housed within the building.

Please clarify if enclosures are sufficient for the generation equipment or if a common engine/GT building is required.

ANSWER:

Common building is required

QUESTION:

23. Facility Annual Availability

IFMSB Section D, Table 8.17: Annual Availability of the Facility Annual Availability (Guarantee)*

On the table 8.17 Bidder only needs to input one Annual Availability (Guarantee) value. However, each annual availability can be different during the whole project period (25years) due to the maintenance schedule. Please clarify if the value has to be constant or it can be the average of 25years, or Bidder can submit the annual availability value for each year.

ANSWER:

GPA expects this to be a constant value for the Term of ECA; however, Bidders can propose different availabilities for each year of the ECA Term. In that case, average availability over the ECA Term will be used for Envelope II (proposed Price) evaluation.

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


JOHN M. BENAVENTE, P.E.
General Manager




INVITATION FOR MULTI-STEP BID

GPA-034-18

BUILD, OPERATE & TRANSFER CONTRACT FOR 180MW OF NEW GENERATION CAPACITY

Section D: Forms

SEPTEMBER 2018



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1 FORM 1 - PROPOSAL LETTER

John M. Benavente, P.E.
General Manager
Guam Power Authority
Post Office Box 2977
Hagatna, Guam 96932-2977
Attention: Supply Management Administrator
Email: jpangelinan@gpagwa.com
Phone: (671) 646-3054/55
Fax: (671) 648-3165

The undersigned,

Last Name: _____
First Name: _____
Title/Position: _____

Located at the following address:

Telephone:

E-mail:

Fax:

Acting:

As the representative of the company¹ _____,

Lead Bidder of the Consortium composed of the following members:

1. _____
2. _____
3. _____
4. _____

and on behalf of said Consortium, in view of the Power of Attorney provided by each of the members².

¹ Include legal authorization

² Include Powers of Attorney

Having examined the whole of the IFMSB documents, receipt of which is duly acknowledged, for the development of a ULSD/gas-fired, power Facility, on a BOT basis, in Guam ("the Project"), comprised of the following documents:

Invitation for Bid (IFMSB), dated [2018]

Draft Agreements, dated [2018]

[Supplemental Information

Amendment No. 1

Amendment No. 2

Amendment No. 3...]

Having evaluated, following our own studies undertaken under our responsibility, the nature and scope of the contractual obligations to be executed, the financing structure, the Security Package, as defined in the ECA, and any other regulation associated to the Project or its execution, we commit ourselves to design, finance, procure, construct, own, operate, and maintain the whole of the Project, power Facility in Guam, and to sell the electricity generated exclusively to GPA for an Initial Term of twenty-five (25) years, in conformity with the schedule and conditions stipulated in the IFMSB documents and for a Present Value in United States Dollars as calculated in Form 15 hereof.

We agree to abide by this Proposal and maintain its validity for a period of twelve (12) months from the Bid Date as prescribed in the Instructions to Bidders, Section B, Article 4.7 entitled "Proposal Validity".

We accept to remain bound by this Proposal which may be accepted by GPA at any time before the expiration of that period.

We commit ourselves, if we are selected, to extend the validity of our Proposal and our Bid Guarantee until execution of the Project Agreements and our presentation of the Performance Bond.

We have provided and attached hereto a Bank Guarantee for Three Million United States Dollars (USD 3,000,000.00) in accordance to the form provided herein.

We acknowledge GPA's standard of ethics, as described immediately below:

GPA requires that all Bidders observe the highest standard of ethics during the procurement process. In pursuance of this policy GPA:

- a) defines for the purposes of this standard of ethics, the terms set forth below as follows:

"Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of any value to influence the action of a public official involved in the procurement process or in contract execution;

"Fraudulent Practice" means a misrepresentation or omission of fact in order to influence the procurement process or the execution of a contract;

"Collusive Practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of GPA, designed to establish bid prices at artificial, non-responsive, levels; and

“Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- b) will declare a Bidder ineligible for the Project and reject the Bidder’s Proposal if it determines that the Bidder engaged in any Corrupt, Fraudulent, Collusive or Corrupt Practices in competing for the Project.

We certify that (i) the information submitted as part of this Proposal is complete and accurate, (ii) the Proposal has been submitted in the legal name of the Consortium whose members will be bound to this Proposal and to the development of the Project, (iii) we accept the documents and terms of the IFMSB documents, and (iv) there are no material deviations in our Proposal from the terms and conditions of the draft Energy Conversion Agreement.

We understand that the GPA is not bound to accept any Proposal that it may receive.

In _____ (location) ,
on this _____ (date) _____

The Lead Bidder, duly authorized to execute the Proposal for and on behalf of the Consortium:

Notarized signature and seal

Attachments:

- ATTACHMENT 1-A Form of Bid Guarantee
- ATTACHMENT 1-B Proposal Opening Form

1.1 Attachment 1A - Form of Bid Guarantee



GUAM POWER AUTHORITY

ATURIDĀT ILEKTRESEDĀT GUAHAN

P.O. BOX 2977 HAGĀTŊA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo
Governor

Telephone Nos. (671) 648-3054/55 Fax: 648-3165

Raymond S. Tenorio
Lieutenant Governor

BID GUARANTEE

NO.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as

Principal Hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$_____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description) _____

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as my be specified in bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2018.

(PRINCIPAL)

(SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SEE SPECIAL REMINDERS TO PROSPECTIVE BIDDERS (FORM Error! Reference source not found.) FOR SUPPORTING DOCUMENTS REQUIRED.

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the Guam Power Authority, it should be accompanied with copies of the following:

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.

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

1.2 Attachment 1B - Proposal Opening Form

(This document is an integral part of the Proposal and shall be read during the Bid Opening.)

A) Name of Lead Bidder _____

B) Names of Consortium Members _____

C) Phase 1 Contracted Facility Capacity Using
ULSD (for fossil fuel fired or hybrid Projects)

_____ MW

D) Phase 1 Contracted Facility Capacity Using
Natural Gas (for fossil fuel fired or hybrid
Projects)

_____ MW

E) Phase 2 Contracted Facility Capacity Using
ULSD (for fossil fuel fired or hybrid Projects)

_____ MW

F) Phase 2 Contracted Facility Capacity Using
Natural Gas (for fossil fuel fired or hybrid
Projects)

_____ MW

G) Guaranteed Amount of Renewable Energy
(for hybrid Projects)

_____ MWh/year

H) Contracted Facility Capacity for Projects that
do not operate on fuel

_____ MW

I) Annual Availability Guarantee

_____ %

J) Forced Outage Rate Guarantee (can be no
higher than 3%)

_____ %

- K) Are there any exceptions taken to the IFMSB terms and conditions, as detailed in Exhibit VII? YES: _____ NO: _____
- L) Are there any technical exceptions taken to the IFMSB, as detailed in Exhibit VII? YES: _____ NO: _____
- M) Are there any exceptions taken to draft Project Agreements, as detailed in Exhibit VII?
- | | | |
|-------|------------|-----------|
| ECA: | YES: _____ | NO: _____ |
| LLA: | YES: _____ | NO: _____ |
| WSA | YES: _____ | NO: _____ |
| Other | YES: _____ | NO: _____ |

2 FORM 2 – AFFIDAVIT BY THE BIDDER (Page 1 of 2)

The undersigned, _____, of legal age, and residing at _____
(Name of Official)

after having been duly sworn deposes and states:

1. That he is the _____ of the _____,
(Official Capacity) (Name of the Bidder's (Lead Bidder's) Company /Corporation)

corporation/association/individual, duly organized under the law of _____
(Name of Country)

2. That personally, and as _____ for and in behalf of the corporation /
(Official Capacity)

association/individual (by and under the authority indicated on Attachment 1-A) he hereby certifies:

- a) That all statements made in this Bidder's statement and in the required attachments are true and correct;
- b) That this Bidder's statement is made for the express purpose of identifying and describing him as a Qualified Bidder for the Project located in Guam;
- c) That all Bidder information required in Section B, Article 3.2.1 are submitted herein, in substantially the formats required;
- d) The Bidder will make available to GPA or its authorized agency any information they may find necessary to verify any item in this Bidder's Statement or regarding his competence and general reputation;
- e) That the Lead Bidder (and parent firm if applicable) is current with regard to payment of all national and local taxes within its nation of incorporation, and in all nations in which this firm is participating in power projects (except as noted on Attachment 2-B);
- f) That the Lead Bidder (and parent firm if applicable) is not the subject of litigation--within its nation of incorporation, and in all nations in which this firm is participating in power projects--that would materially affect its ability to develop this Project (except as noted on Attachment 2-C);

FORM 2 - AFFIDAVIT BY THE BIDDER (Page 2 of 2)

g) That the undersigned is duly authorized by the corporation/association/individual to make these representations and to sign this Statement.

Name and Signature

WITNESSES:

1. _____ 2. _____

SUBSCRIBED AND SWORN TO before me

this ____ day of ____ 20__

at _____.

Notary Public

Attachments (if applicable):

Attachment 2-A: Certificate from Parent Company (pursuant to Form 2, paragraph 2)

Attachment 2-B: (Optional) Tax Statement (pursuant to Form 2, paragraph 2.e.)

Attachment 2-C: (Optional) Litigation Pending (pursuant to Form 2, paragraph 2.f.)

2.1 Attachment 2-A: Certificate from Parent Company (if applicable)

2.2 Attachment 2-B: Tax Statement (Optional)

2.3 Attachment 2-C: Litigation Pending (Optional)

3 FORM 3 – BIDDER’S ORGANIZATION

(Page 1 of 2)

Applicant

Each Consortium member of the Bidder’s proposed organization, or joint venture, must fill out this Form.

1. Date of Submission: _____
2. Company’s Name _____
3. Year Organized: _____
4. Country Incorporated _____
5. Type of Organization: _____
6. Local Address: _____

7. Home Address: _____
(Local office supporting
this Proposal) _____

8. Contact Person: _____
9. Other Contact Means:
 Telefax No.: _____
 Electronic Mail: _____
10. Corporate objectives or purposes of the lead firm:

[Continued]

FORM 3 – BIDDER’S ORGANIZATION

(Page 2 of 2)

11. Provide in the table below the name and address of lead and associated firms to be involved in this Project (to the extent known at this point):

Table 3.1: Bidder's Team and Responsibilities

Name of Proposed Project Company: _____

Location of Incorporation:³ _____

Type of Company: _____

| Role in This Project | Company (Name and Address) | Level of Commitment (Firm, Expected, Possible) | Supporting Data Attached as Form 9 (For Each Firm) (If Any) (Yes/No) |
|---|----------------------------|--|--|
| Bidder – Lead Developer | | NA | NA |
| Bidder – Co-Developer(S) | | | |
| [Optional: EPC Contractor] | | | |
| [Optional: Equipment Supplier] | | | |
| [Optional: O&M Contractor] | | | |
| Project Engineer | | | |
| Financial Advisor | | | |
| Legal Advisor | | | |
| Equity Participants | | | |
| Senior and Subordinated Debt Participants | | | |

Attachments:

Attachment 3A: Letters of Agreement from Team Members (*Note: The EPC Contractor, Equipment Supplier and O&M Contractor are identified by the Bidder in its IFMSB Proposal submittal.*)

³ Including the location of any affiliated special-purpose Project Companies.

3.1 Form 3-A: Letter of Agreement from Team Member (if applicable)

4 FORM 4 – FINANCIAL CAPABILITY

(Page 1 of 2)

- 1 Each member of the Bidder’s Consortium, co-Bidder, or joint venture partner must fill in this form. Bidders, including each member of a team, should provide financial information in the form of their most recent annual reports and audited financial statements to demonstrate that they meet the requirements stated in Section B, Article 6.4.1.
- 2 Provide the complete contact information for the Bidder’s main banker(s) and other financial institutions/references that may be familiar with the Bidder’s financial capability.

| | |
|-------------------|------------------------|
| Name of Banker | |
| | |
| Address of Banker | |
| | |
| Telephone(s) | Contact Name and Title |
| | |
| | |
| Fax Number | E-Mail Address |
| | |

- 3 Attach a notarized affidavit (see Attachment 4A below) from an internationally recognized bank that confirms the Bidder’s ability to provide the necessary Performance Bond deposit upon being selected to develop the Project.
- 4 Please attach a notarized affidavit from an internationally recognized bank or financial institution that confirms the Bidder’s ability to provide the six (6) months of Working Capital that will be required to develop this Project from Notification of Selection (award) to Financial Close.
- 5 Please provide your current maximum limits under each of the following types of Performance Guarantees:

- A) Performance Bond _____ US\$
- B) Bank Guarantee _____ US\$

[Continued]

FORM 4 - FINANCIAL CAPABILITY

(Page 2 of 2)

6 Have you provided performance guarantees for other projects? Please provide the information in the table below.

| Name & Address of Surety Company or Financial Institution | Name and Location of the Project | Name and Address of the Project Owner | Type of Guarantee | Amount of Guarantee |
|---|----------------------------------|---------------------------------------|-------------------|---------------------|
| 1. | | | | |
| | | | | |
| 2. | | | | |
| | | | | |
| 3. | | | | |
| | | | | |
| 4. | | | | |
| | | | | |
| 5. | | | | |
| | | | | |

7. Have you ever had to forfeit a performance guarantee?

Yes No

If yes, please explain:

Attachments:

Attachment 4-A: Certificate of Availability of Bank Guarantee

4.1 Attachment 4-A - Certificate of Availability of Bank Guarantee

- 1 **Background.** Should the Bidder be selected as the Bidder to develop the Project, it will be required to furnish GPA a Performance Bond in the form of an irrevocable stand-by letter of credit issued by an international bank acceptable to GPA, a bank guarantee issued by an international bank in form and substance acceptable to GPA, or a performance bond issued by an international surety in form and substance acceptable to GPA, in each case in the amount of US seventy-five million (\$75,000,000). This Performance Bond shall be valid until three (3) months after the Project Company achieves the Commercial Operation Date of the Facility in accordance with the ECA.
- 2 **Requirement.** The Bidder is required to provide in this Bidder Statement (as its Form 4-A) a notarized affidavit from the Bidder's bank stating that they can issue on behalf of the Bidder the required Performance Bond, in the amount of US seventy-five million (\$75,000,000) to the benefit of GPA at the projective time that such Security will need to be issued.

5 FORM 5 – PROJECT DATA SHEETS

(Page 1 of 2)
(One for Each Project)

PROJECT NAME _____

LOCATION (City & Nation) _____

OVERALL CAPACITY (MW, other) _____

| CHARACTERISTIC | TOTAL | UNIT 1 | UNIT 2 | UNIT 3 | RENEWABLE GENERATION | ENERGY STORAGE |
|---|-------|--------|--------|--------|----------------------|----------------|
| CAPACITY (MW, other) | | | | | | |
| TECHNOLOGY (incl. Fuel & Type of Cycle) | | | | | | |
| WHAT FIRMS PLAYED THESE ROLES ON THE PROJECT: | | | | | | |
| Lead Developer | | | | | | |
| Co-Developer(s) | | | | | | |
| Equity Participant(s) | | | | | | |
| Debt Participant(s) | | | | | | |
| EPC Contractor | | | | | | |
| O&M Contractor(s) | | | | | | |
| Equipment Supplier(s) | | | | | | |
| FINANCING EXPERIENCE: | | | | | | |
| Total Equity (US\$___M) | | | | | | |
| Bidder's Equity (US\$___M) | | | | | | |
| Total Debt (US\$___M) | | | | | | |
| Bidder's Debt (US\$___M) | | | | | | |
| Date of Financial Close | | | | | | |
| TECHNICAL DATA: | | | | | | |
| Major Equipment Installed (& Cost) | | | | | | |
| Turbines | | | | | | |
| HRSGs | | | | | | |

| | | | | | | |
|--|--|--|--|--|--|--|
| Reciprocating Engine Generators | | | | | | |
| Solar Modules | | | | | | |
| Inverters | | | | | | |
| Wind Turbines | | | | | | |
| Energy Storage (batteries, compression systems, other) | | | | | | |
| Balance of Plant | | | | | | |
| Civil Works | | | | | | |

(Continued)

FORM 5 - PROJECT DATA SHEETS (Page 2 of 2)

| Characteristic | Total | Unit 1 | Unit 2 | Unit 3 | RENEWABLE GENERATION | ENERGY STORAGE |
|--|-------|--------|--------|--------|----------------------|----------------|
| Performance: | | | | | | |
| Commercial Operations Date (COD): | | | | | | |
| Construction Period (months) | | | | | | |
| Operating History to 2017 (years) | | | | | | |
| Availability (%): | | | | | | |
| 2014 | | | | | | |
| 2015 | | | | | | |
| 2016 | | | | | | |
| 2017 | | | | | | |
| Efficiency (%) | | | | | | |
| 2014 | | | | | | |
| 2015 | | | | | | |
| 2016 | | | | | | |
| 2017 | | | | | | |
| Heat Rate (Btu/kWh) | | | | | | |
| 2014 | | | | | | |
| 2015 | | | | | | |
| 2016 | | | | | | |
| 2017 | | | | | | |
| Production (GWh) | | | | | | |
| 2014 | | | | | | |
| 2015 | | | | | | |
| 2016 | | | | | | |
| 2017 | | | | | | |
| Environmental Compliance History: (Describe) | | | | | | |
| Name, address, and contact numbers of Owner (for reference): | | | | | | |
| Name, address, and contact numbers of Operator (for reference): | | | | | | |

| | | |
|--|--|--|
| [Optional] These Certificates and Brochures are Attached: | | |
| Certificate of Final Acceptance YES / NO | | |
| Certificate of Good Operating Performance YES / NO | | |
| Project Brochure or Fact Sheet YES / NO | | |
| Other: _____ YES / NO | | |

6 FORM 6 – PROJECT FINANCING PLAN (Conceptual)

1 List in the table below the potential sources of equity and debt for the Project.

Assume: US\$ ____MM minimum to be raised overall, with minimum equity-debt ratio of 20:80.

| Equity (20% Minimum) | | |
|--------------------------|-------------------------|---------------|
| Source of Funds | NAME ⁴ | Amount (US\$) |
| Bidders (Minimum of 20%) | | |
| Contractors | | |
| Local Sources | | |
| Other Sources | | |
| | TOTAL: | |
| Debt (80% Maximum) | | |
| Source of Funds | NAME ¹ | Amount (US\$) |
| Supplier Credit | | |
| Commercial Sources | | |
| Bi-lateral Sources | | |
| Multi-lateral Sources | | |
| Other Sources | | |
| | TOTAL: | |
| | TOTAL Financing: | |

2 Discussion:

⁴ Names of financial institution(s) or sources of funding.

7 FORM 7 – FINANCIAL DATA IN SUPPORT OF PROJECT

7.1 Financing Plan

The Bidder will be responsible for mobilizing the financing for the Facility. Agreements required to secure financing for the Project will be entered into between the Bidder and the institutions providing the financing for the Project, and they shall be based on the financial plan presented by the Bidder in its Proposal. Any subsequent changes to the financial plan after finalization of the Project Agreements will require the approval of GPA.

The financial plan provided by the Bidder will describe the sources of funds and the terms of financing for both debt and equity, as applicable. The Bidder will provide details on the financing sources as outlined in this Form 7A, Table 1. The financing should be in an amount sufficient to cover all estimated Project costs.

Financing will be in the form of equity and debt. At least 20% of the total financing, inclusive of contingencies, will be in the form of equity and the remainder in debt or subordinated debt. At least 35% of the equity shall be provided by the Lead Bidder.

| | Sources of Funds | US\$ |
|------------|--|------|
| | Items / Sources | |
| 1.1 | Total Sources² | |
| 1.2 | Equity | |
| | <ul style="list-style-type: none"> Lead Bidder Name: _____ | |
| | <ul style="list-style-type: none"> (Member(s) of Bidder Consortium) Name: _____ | |
| | <ul style="list-style-type: none"> (Member of Bidder Consortium) Name: _____ | |
| | <ul style="list-style-type: none"> (Member of Bidder Consortium) Name: _____ | |
| | <ul style="list-style-type: none"> Contractor/Supplier Name: _____ | |
| | <ul style="list-style-type: none"> Contractor/Supplier Name: _____ | |
| | <ul style="list-style-type: none"> Other sources (specify) Name: _____ | |
| 1.3 | Debt Financing | |
| | Export Credit Agencies <i>(List individually)</i> | |

| | Sources of Funds | US\$ |
|--|--|------|
| | Items / Sources | |
| | <ul style="list-style-type: none"> Export Credit Agency Name: _____ | |
| | <ul style="list-style-type: none"> Export Credit Agency Name: _____ | |
| | <ul style="list-style-type: none"> Export Credit Agency Name: _____ | |
| | Commercial Sources <i>(List individually)</i> | |
| | <ul style="list-style-type: none"> Commercial source Name: _____ | |
| | <ul style="list-style-type: none"> Commercial source Name: _____ | |
| | Multilateral Sources <i>(List individually)</i> | |
| | <ul style="list-style-type: none"> Multilateral source Name: _____ | |
| | <ul style="list-style-type: none"> Multilateral source Name: _____ | |
| | Other Sources <i>(List individually)</i> | |
| | <ul style="list-style-type: none"> Other source Name: _____ | |
| | Total Debt: | |

7.2 Financing Plan Documentation

The following documentation is to be provided in support of the financing plan outlined in Form 7A. Please fill in each section below, however, if any of the Bidder information is combined into a single document from a Lender, then the Bidder must make a reference to the particular attachment where the information can be found.

Attachment 7.2.1

Letters of commitment from the Chief Executive Officer or Treasurer/Controller of each of the companies verifying that the company will commit to contributing the amount of equity stated in Form 7A, Table 1, Section 1.2.

- Attachment 7.2.2 Letters of commitment from the Export Credit Agencies, Commercial Sources and/or Multilateral Sources and/or financial institutions committing to the amount of debt financing stated in Form 7, Table I, Section 1.3. The letter should also indicate the method of payment, repayment period, interest rates (fixed or variable), and any other charges applicable to the commitment. The letter shall also verify that the commitment is made based upon the draft of Project Agreements, the Bidder's Proposal, and adequate debt coverage.
- Attachment 7.2.3 If the Bidder has obtained an underwriting for all or part of the amount, a letter from the financing institution of such undertaking.
- Attachment 7.2.4 In the event that, the Bidder has appointed a financial advisor/arranger for the Facility, the name of the organization, the lead person who will perform the services from the organization, and a qualification statement for the organization and the lead person.
- Attachment 7.2.5 Should the Bidder plan to have financing for the Facility at a later date, i.e. on or following the Commercial Operation Date, details of financing arrangements prior to the long-term financing being effective.
- Attachment 7.2.6 A detailed schedule of activities leading to Financial Close in Form 11.
- Attachment 7.2.7 The Bidder's planned projected coverage for interest rate variations.

7.3 Debt Service Coverage and Equity Ratios Projections

| DEBT SERVICE COVERAGE & EQUITY RATIOS (PROJECTED) | | | |
|---|------|---|--------------------------|
| Agreement Period | Year | Debt Service Coverage Ratio (See 7.3.1) | Equity Ratio (See 7.3.2) |
| Contract Year 1 | | | |
| Contract Year 2 | | | |
| Contract Year 3 | | | |
| Contract Year 4 | | | |
| Contract Year 5 | | | |
| Contract Year 6 | | | |
| Contract Year 7 | | | |
| Contract Year 8 | | | |
| Contract Year 9 | | | |
| Contract Year 10 | | | |

| DEBT SERVICE COVERAGE & EQUITY RATIOS (PROJECTED) | | | |
|---|------|--|-----------------------------|
| Agreement Period | Year | Debt Service Coverage Ratio (See 7.3.1) | Equity Ratio (See 7.3.2) |
| Contract Year 11 | | | |
| Contract Year 12 | | | |
| Contract Year 13 | | | |
| Contract Year 14 | | | |
| Contract year 15 | | | |
| Contract Year 16 | | | |
| Contract Year 17 | | | |
| Contract Year 18 | | | |
| Contract Year 19 | | | |
| Contract Year 20 | | | |
| Contract Year 21 | | | |
| Contract Year 22 | | | |
| Contract Year 23 | | | |
| Contract Year 24 | | | |
| Contract Year 25 | | | |
| | | | |

NOTES to Table:

- 1 Debt Service Coverage Ratio shall mean the ratio of Cash Flow from Operations to Debt Service, where Cash Flow from Operations means on an annual basis all Project revenue minus all operation and maintenance expenses (including but not limited to, operator costs, Fuel procurement and transportation costs (if any), insurance, management costs, local fees, legal fees, accounting and auditing fees, other professional fees, capital expenditures, and amounts contributed to the debt service and maintenance reserves) before interest, depreciation, and income taxes, and where Debt Service means repayment of all annual principal and interest on debt outstanding during the year to all lenders.
- 2 The Equity Ratio should be calculated as Total Equity divided by the sum of Total Debt and Total Equity.

8 FORM 8- TECHNICAL DATA

8.1 Guaranteed Data for Project

The following data is provided by Bidder and will be subsequently included as Schedules to the ECA. The Price stated in Section D, Form 15 is based upon data furnished herein.

- 1 Contracted Capacity of the Facility for each Year of the Term shall be as specified in **Table 15.1 of Envelope II, and will be consistent with the data provided in Table 8.7 and Table 8.8** of this section below.
- 2 Guaranteed Heat Rates for each Year of the Term for ULSD and Natural Gas operation shall be as specified **in Table 15.5 and Table 15.6 of Envelope II for the Facility, and will be consistent with the data provided in Table 8.3, Table 8.4.**
- 3 **In Table 8.5 and Table 8.6,** the Guaranteed Heat Rate shall consider equipment degradation and any maintenance to be performed on the equipment.
- 4 Bidder shall provide Heat Rates for each Unit at various loads identified in **Table 8.3 and Table 8.4.** This information is based upon new equipment operated for less than 500 hours.
- 5 Bidder shall provide the Correction Curves that are to be used to verify the performance (i.e. Contracted Facility Capacity and Guaranteed Heat Rates). Only those curves provided by the Bidder will be taken into consideration for calculations of Facility performance characteristics determined by Testing.
- 6 For Proposals based on a hybrid facility, the Bidder will provide a Guaranteed Amount of Renewable Energy for a Typical Meteorological Year (TMY) and a guaranteed maximum annual degradation factor. The Guaranteed Amount of Renewable Energy will be demonstrated by means of a PVSyst production forecast (in the case of PV solar) or a WindSim production forecast (in the case of wind), each assuming TMY conditions and submitted along with the Contracted Capacity as part of Envelope II.
- 7 Bidder shall provide guarantees for Facility annual availability and forced outage rate
- 8 Bidder shall provide the following guaranteed data for environmental impact assessment.
 - A. Noise levels
 - At Site boundary
 - At one meter from major equipment
 - At one hundred meters from major equipment
 - B. Air emissions

Maximum anticipated levels of NO_x, CO, VOC, PM₁₀, and SO_x, based on the fuel characteristics provided in the IFMSB.
 - C. Water discharge:
 - Provide particulate concentration and composition of wastewater discharge, other than sanitary discharge.

- Provide provisions made for treatment of wastewater and sanitary water.
- 9 Auxiliary load consumption
- Provide Facility auxiliary load consumption, in MW.
- 10 Provide information requested in paragraph 8.14 with respect to characteristics of the Facility (i.e. cold start time, etc.)

8.2 Basic Technical Information

- 1 Provide a short description of the Facility, and supporting facilities and Site infrastructure.
- 2 Source of major components.

| Component | Information Requested | Manufacturer / Model / Type |
|-----------------------------------|-----------------------|-----------------------------|
| Combustion Turbine Generator(s) | Manufacturer | _____ |
| | Model/type | _____ |
| Reciprocating Engine Generator(s) | Manufacturer | _____ |
| | Model/type | _____ |
| Steam Turbine Generator(s) | Manufacturer | _____ |
| | Model/type | _____ |
| Heat Recovery Steam Generator(s) | Manufacturer | _____ |
| | Model/type | _____ |
| Once Through Steam Generator(s) | Manufacturer | _____ |
| | Model/Type | _____ |
| Cooling Tower | Manufacturer | _____ |
| | Model/type | _____ |
| Control system | Manufacturer | _____ |
| | Model/type | _____ |
| Generator Step-up Transformers | Manufacturer | _____ |
| | Model/type | _____ |

| | | |
|-------------------------------|--------------|-------|
| Medium Voltage Switchgear | Manufacturer | _____ |
| | Model/type | _____ |
| Solar Photo voltaic | Manufacturer | _____ |
| | Model/type | _____ |
| Inverters | Manufacturer | _____ |
| | Model/type | _____ |
| Wind Turbines | Manufacturer | _____ |
| | Model/type | _____ |
| Battery Energy Storage System | Manufacturer | _____ |
| | Model/type | _____ |

- 3 Describe the equipment for filtering at the air inlet for the combustion turbines (for salt, dust, etc.).
- 4 Provide a listing of the codes and standards to be used in design, manufacturing, construction, performance testing, and quality control for civil, electrical, mechanical and control/instrumentation works of the Project. (Refer to Section C, Article 2).
- 5 Describe provisions made for SCADA system.
- 6 Provide temperature in combustion chamber at 100% load and for exhaust gas of combustion turbines in simple cycle at the combustion turbine exhaust and at the stack outlet.

8.3 Drawings

Provide the following drawings as a minimum:

- Conceptual station layout drawings
- General arrangement drawings of all buildings
- Exterior elevation drawings of all buildings
- Heat balance diagram for plant
- Water balance diagram for plant
- P&ID's of major systems
- Single line electrical diagram including protection
- Control room layout
- Pipeline route
- Transmission Line

8.4 Proposed Facility Design and Components Experience

Bidder shall provide historical data for the following items:

8.4.1 Overall Design of Facility

If a Facility of similar size (100 MW and above) or with similar major equipment (reciprocating engines, combustion turbines, solar modules, inverters, wind turbines and other renewable generation and/or energy storage), with similar design of systems and preferably the same equipment manufacturer, has been operating for the past three (3) years, provide the name of the Facility, year commissioned, name of owner and representative (phone and Fax number), with data on reliability, availability, Gigawatt hours (GWh) produced for each of the last two (2) years, and the number of forced outages or reduced output due to technical difficulties. Information on more than one Facility is desirable but not mandatory.

8.4.2 Information on Other Equipment

For the following equipment to be used in the Facility, provide similar information, as above (and as applicable), from manufacturers for at least three (3) projects, for the past three (3) years.

- Combustion Turbine Generators
- Reciprocating Engine Generators
- Steam Turbine Generators
- Solar Modules
- Inverters
- Energy Storage
- Wind Turbines
- Other renewable energy technologies

8.4.3 Information on EPC Contractor and Engineering and Design Subcontractors

Bidder shall provide information on qualifications and experience of proposed Construction Contractor and engineering and design subcontractors (if any).

8.5 Detailed Technical Information

Bidder shall fill out all applicable portions of the data sheets provided herewith. If the information is not available at the Proposal stage, the Bidder will be required to complete the same at time of the meetings to complete the Project Agreements.

| DATA SHEETS | | |
|-------------|---|--|
| Description | | Bidder's Response: |
| | As a minimum, the following data sheets, drawings, and performance curves relating to the Project Company's proposal shall be provided: | Insert in this column all the data requested or the page number in the Proposal where the information is provided. |
| 8.5.1 | <u>Combustion turbines</u> (Performance at Reference Site Conditions) | |

| DATA SHEETS | | | | |
|--------------|--|--------------------|------|-------------|
| Description | | Bidder's Response: | | |
| | | | ULSD | Natural Gas |
| | Combustion turbine manufacturer | | | |
| | Model/type | | | |
| | Gross output (at generator terminals) | kW | | |
| | Gross Heat Rate (HHV) | Btu/kWh | | |
| | RPM | | | |
| | Air Flow at inlet | lb/hr. | | |
| | Fuel consumption | lb/hr. | | |
| | Water injection | lb/hr. | | |
| | Fuel pressure required | psig | | |
| | Air inlet filter type | | | |
| | Turbine/compressor water wash | yes/no | | |
| | Ramp rate | kW/sec | | |
| | <u>Fire protection:</u> | | | |
| | - CO ₂ System | yes/no | | |
| | <u>Detectors:</u> | | | |
| | - Temperature detectors | yes/no | | |
| | - Smoke detectors | yes/no | | |
| | - UV detectors | | | |
| | <u>Silencers:</u> | | | |
| | - Manufacturer | | | |
| | - Correction curves for fouling shall be provided. Deterioration factor is considered from 200 h after start of Commercial Operation | | | |
| | <u>Governor (IEEE model)</u> | | | |
| | | | | |
| 8.5.2 | <u>Reciprocating Engine Generators</u> <u>(Performance at Reference Site Conditions)</u> | | | |
| | | | ULSD | Natural Gas |

| DATA SHEETS | | | |
|-------------|--|--------------------|--|
| Description | | Bidder's Response: | |
| | Reciprocating Engine manufacturer | | |
| | Model/type | | |
| | Gross output (at generator terminals) | kW | |
| | Gross Heat Rate (HHV) | Btu/kWh | |
| | RPM | | |
| | Air Flow at inlet | lb/hr. | |
| | Fuel consumption | lb/hr. | |
| | Fuel pressure required | psig | |
| | Air inlet filter type | | |
| | Ramp rate | kW/sec | |
| | <u>Fire protection:</u> | | |
| | - CO ₂ System | yes/no | |
| | <u>Detectors:</u> | | |
| | - Temperature detectors | yes/no | |
| | - Smoke detectors | yes/no | |
| | - UV detectors | yes/no | |
| | <u>Silencers:</u> | | |
| | - Manufacturer | | |
| | - Correction curves for fouling shall be provided. Deterioration factor is considered from 200 h after start of Commercial Operation | | |
| | <u>Governor (IEEE model)</u> | | |
| | Fuel temperature at Reciprocating Engine Generator | °F | |
| | <u>Turbochargers</u> | | |
| | - Manufacturer | | |
| | <u>Radiators (if used)</u> | | |
| | - Manufacturer | | |
| | <u>Air Coolers (if used)</u> | | |
| | - Manufacturer | | |
| | | | |

| DATA SHEETS | | | |
|--------------|--|--------------------|--|
| Description | | Bidder's Response: | |
| 8.5.3 | <u>Steam turbines</u> (Performance at Reference Site Conditions) | | |
| | Steam turbine manufacturer | | |
| | Model/type | | |
| | Gross output (at generator terminals) | kW | |
| | Turbine efficiency | % | |
| | RPM | | |
| | Steam Flow at inlet | lb/hr. | |
| | Steam pressure at inlet | Psig | |
| | Steam temperature at inlet | °F | |
| | Exhaust pressure | In Hga | |
| | Quantity of Extraction(s) | | |
| | Extraction pressure(s) | psig | |
| | <u>Governor (IEEE model)</u> | | |
| | - | | |
| 8.5.4 | <u>Heat Recovery Steam Generators</u> (Performance at Reference Site Conditions) | | |
| | HRSG manufacturer | | |
| | Model/type | | |
| | Duct burner heat input | MMBtu/hr | |
| | Gas temperature at stack | °F | |
| | HP Steam Flow | Lb/hr | |
| | HP Steam Pressure | Psig | |
| | IP Steam Flow | Lb/hr | |
| | IP Steam Pressure | Psig | |
| | LP Steam Flow | Lb/hr | |
| | LP Steam Pressure | psig | |
| | SCR Catalyst | Yes/no | |
| | Catalyst type | | |
| | | | |

| DATA SHEETS | | | |
|-------------|--|--------------------|--|
| Description | | Bidder's Response: | |
| 8.5.5 | <u>Cooling Tower</u> | | |
| | <u>Cooling Tower manufacturer</u> | | |
| | <u>Model/type</u> | | |
| | <u>Number of cells</u> | | |
| | Water flow rate | gpm | |
| | Heat Load | MMBtu/hr | |
| | Design wet bulb temperature | °F | |
| | Approach temperature | °F | |
| | | | |
| | <u>Solar Photovoltaic Panel(s)</u> | | |
| | <u>Manufacturer</u> | | |
| | <u>Model/Type</u> | | |
| | <u>Panel physical size (LxWxH)</u> | | |
| | <u>Panel Power Output (nominal)</u> | | |
| | <u>Panel DC voltage (nominal)</u> | | |
| | <u>Number of panels proposed</u> | | |
| | <u>Single or dual axis sun tracking</u> | | |
| | | | |
| | <u>Inverter(s)</u> | | |
| | Manufacturer | | |
| | Model/Type | | |
| | DC voltage (nominal) | | |
| | AC voltage (nominal) | | |
| | Number of AC phases | | |
| | MVA capacity | | |
| | Power factor range (leading/lagging capability) | | |
| | Power electronic topology | | |
| | IEEE 1547 compliant? | | |
| | Total harmonic distortion (THD% voltage, open circuit) | | |

| DATA SHEETS | | | |
|--------------|---|--------------------|--|
| Description | | Bidder's Response: | |
| | Peak Power | W | |
| | Maximum Power Voltage | | |
| | Maximum Power Current | | |
| | <u>Battery Energy Storage System (BESS)</u> | | |
| | Manufacturer | | |
| | Model/Type | | |
| | Energy storage medium (chemical batteries or flywheels) | | |
| | Battery chemistry (if chemical batteries proposed) | | |
| | Inverter (See the above section) | | |
| | Power capacity output and input | MW | |
| | Energy capacity | MWh | |
| | <u>Cycle life</u> | | |
| | | | |
| 8.5.5 | <u>Package Boiler(s)</u> | | |
| | - Manufacturer | | |
| | - Capacity | | |
| | - Fuel | | |
| 8.5.6 | <u>Water Treatment Plant</u> | | |
| | <u>Primary Treatment:</u> | | |
| | - Manufacturer | | |
| | - Type | | |
| | - Number of streams | | |
| | - Rated capacity of each stream | gpm | |
| | <u>Demineralized Water Treatment</u> | | |
| | a. Manufacturer | | |
| | b. Type | | |
| | c. Number of Streams | | |
| | d. Rated Capacity of Each Stream | gpm | |
| 8.5.7 | <u>Storage Tanks</u> | | |

| DATA SHEETS | | | |
|--------------|--|----------------------------|-----------------------|
| Description | | Bidder's Response: | |
| | a. Raw Water - Number and Capacity | T/gallons | |
| | b. Demineralized Water-Number and Capacity | T/gallons | |
| | c. Acid | T/gallons | |
| | d. Caustic | T/gallons | |
| | e. Fuel storage | T/barrels | |
| 8.5.8 | <u>Generators & Accessories</u> | Combustion Turbines | Diesel Engines |
| | Generator | | |
| | a. Manufacturer | | |
| | b. Rated voltage at generator terminal (kV) | | |
| | c. Frequency range (Hz) | | |
| | d. Rated Power factor | | |
| | e. Reactance Data | | |
| | f. Insulation class | | |
| | g. Type of cooling | | |
| | h. Design standard | | |
| | i. Efficiency | | |
| | j. Reactive capability ("D") curve | | |
| | k. Saturation & synchronous impedance curves | | |
| | l. Vee curves | | |
| | m Short Circuit Ratio | | |
| | n. Excitation IEEE Model | | |
| | Excitation System | | |
| | a. Type | | |
| | b. Current rating and voltage | | |
| | Neutral Earthing Equipment | | |
| | a. Transformer | | |
| | - Rating (kVA/sec) | | |

| DATA SHEETS | | | |
|--------------|--|--------------------|--|
| Description | | Bidder's Response: | |
| | - Voltage ratio | | |
| | - BIL (kV) | | |
| | b. Secondary resistor | | |
| | - Type | | |
| | - Resistance (ohms) | | |
| | - Current rating (A) | | |
| | Generator Circuit Breakers (if required) | | |
| | a. Manufacturer | | |
| | b. Type/Model | | |
| | c. Rated voltage (kV) | | |
| | d. Rated Frequency (Hz) | | |
| | e. Continuous Current rating (kVA) | | |
| | f. Maximum Interrupting current rating (kA) | | |
| | g. Maximum interrupting time (cycles) | | |
| | h. Maximum closing time (cycles) | | |
| | i. BIL rating | | |
| | j. Interrupting medium | | |
| | | | |
| 8.5.9 | <u>Generator Step-up Power Transformers</u> | | |
| | <u>General</u> | | |
| | a. Quantity | | |
| | b. Manufacturer | | |
| | c. Type | | |
| | d. Applicable Standards | | |
| | <u>Design Data</u> | | |
| | a. Voltage ratio | | |
| | b. Maximum Continuous Rating (MVA) | | |
| | c. Rated temperature rise (°C) | | |
| | d. Basic Insulation Level: | | |
| | - Of HV winding (kV) | | |

| DATA SHEETS | | | |
|---------------|--|--------------------|--|
| Description | | Bidder's Response: | |
| | - Of neutral of HV winding (kV) | | |
| | - Of LV winding (kV) | | |
| | - Of neutral of LV winding (kV) | | |
| | e. Type of tap changer (Load or No-Load) and no./ratio of taps | | |
| | f. Total power requirements of auxiliary equipment (kW) | | |
| | g. Power factor | | |
| | h. Insulation class | | |
| | i. Type of cooling | | |
| | j. Type of connection - High voltage winding - Low voltage winding | | |
| | k. Design standard | | |
| | l. Vector Group | | |
| | | | |
| 8.5.10 | <u>Medium Voltage Switchgear</u> | | |
| | a. General | | |
| | - Manufacturer | | |
| | - Applicable standards | | |
| | b. Design Data | | |
| | - Rated/nominal voltage of switchgear (kV) | | |
| | - Rated insulation level, low frequency/impulse (kV/kV) | | |
| | - Momentary (asymmetrical) current rating (kA) | | |
| | - Breaker interrupting time | | |
| | - Breaker closing time | | |
| | - Bus material and rating | | |
| | - Type of enclosure | | |
| | - Breaker type | | |

| DATA SHEETS | | | |
|---------------|---|--------------------|--|
| Description | | Bidder's Response: | |
| | - Short time current rating, 3 sec. | | |
| | | | |
| 8.5.11 | <u>ULSD Handling and Storage</u> | | |
| | a. Fuel Handling Equipment | | |
| | - Type & Capacity | | |
| | - Metering System | | |
| | - Chemical Analysis (if any) | | |
| | b. Off-loading area | | |
| | - Number of trucks offloading & parked | | |
| | c. Storage Facility | | |
| | - Number of Tanks, Type, and Capacity | | |
| | - Total Capacity of Tanks (in days of supply at for operation at 100% load) | | |
| | | | |
| 8.5.12 | <u>Natural Gas System</u> | | |
| | a. <u>General</u> | | |
| | - Design basis | | |
| | - Maximum fuel gas required, SCFM | | |
| | - Maximum flow rate required during start-up (shutdown to full speed and no load), SCFM | | |
| | - Minimum fuel gas flow rate at ignition, SCFM | | |
| | - Minimum gas pressure for base load required at Owner's interface, psig | | |
| | - Allowable percentage variation in fuel gas supply pressure | | |
| | ▪ Steady state, psi | | |
| | ▪ Load changing, psi | | |
| | - System design pressure, psig | | |
| | - Allowable temperature range for fuel gas supply, °F | | |

| DATA SHEETS | | | |
|---------------|---|--------------------|--|
| Description | | Bidder's Response: | |
| | - Piping material | | |
| | - Corrosion allowance | | |
| | b. <u>Filter (Per Combustion Turbine Generator)</u> | | |
| | - Manufacturer | | |
| | - Type | | |
| | - Quantity | | |
| | c. <u>Gas Treatment Skids</u> | | |
| | - No. of skids | | |
| | - Location | | |
| | - Waste collection tank (per skid) | | |
| | d. <u>Drains Vessel</u> | | |
| | - Quantity (per Combustion Turbine Generator) | | |
| | - Corrosion allowance | | |
| | - Design standard | | |
| | e. <u>Knockout Vessel</u> | | |
| | - Quantity (per Combustion Turbine Generator) | | |
| | - Design standard | | |
| | f. <u>Metering System</u> | | |
| | - No. of flow meters (per Combustion Turbine Generator) | | |
| | - Manufacturer | | |
| 8.5.13 | <u>115 kV Switchyard</u> | | |
| | a. General | | |
| | - Supplier | | |
| | - Applicable standards | | |
| | b. Design Data | | |
| | - Rated/nominal voltage (kV) | | |
| | - Rated insulation level, low frequency/impulse (kV/kV) | | |

| DATA SHEETS | | | |
|-------------|---|--------------------|--|
| Description | | Bidder's Response: | |
| | - Momentary (asymmetrical) current rating (kA) | | |
| | - Breaker interrupting time | | |
| | - Breaker closing time | | |
| | - Bus material and rating | | |
| | - Breaker type | | |
| | - Breaker manufacturer | | |
| | - Short time current rating, 3 sec. | | |
| 8.5.14 | <u>Gas Insulated Busbar</u> [if used] | | |
| | - Rated Voltage | kV | |
| | - Manufacturer | | |
| 8.5.15 | <u>Wind turbines</u> (Performance at Reference Site Conditions) | | |
| | Wind turbine manufacturer | | |
| | Model/type | | |
| | Gross output (at generator terminals) | kW | |
| | Total wind plant peak power at Delivery Point | kW | |
| 8.5.16 | Other Renewable Generation Technologies | | |
| | | | |
| | | | |

8.6 Drawings

| No. | Drawing Type | Data (or page # on which to find the data) |
|-------|---|--|
| 8.6.1 | <u>Outline drawings</u> of Combustion Turbine Generators and/or Reciprocating Engine Generators, Heat Recovery Steam Generators, and Steam Turbine Generators | |
| 8.6.2 | <u>Plant Layout</u> | |
| | 1 Overall site layout drawing showing principal dimensions, major plants, cooling towers, radiators, buildings, roads, interfaces with the Electrical Interconnection Facilities, ULSD supply | |

| No. | Drawing Type | Data (or page # on which to find the data) |
|--------------|---|--|
| | pipelines, natural gas supply pipeline(s), perimeter buffer zones, etc. | |
| | 2 Proposed layout and elevation drawings of all buildings in the Facility. 3 Layouts of ULSD supply pipeline and Electrical Interconnection Facilities. | |
| 8.6.3 | <u>Mechanical</u> | |
| | 1 Process flow diagrams for Fuels and auxiliary equipment and systems. | |
| 8.6.4 | <u>Electrical</u> | |
| | 1 Electrical single line diagrams (showing equipment ratings) for switchyard, MV switchgear, Unit synchronization plan, step up transformers and overall plant electric system including connections for emergency diesel, if required. | |
| | 2 Principal Protection/Metering block diagram for generators, generator station transformers,). | |
| | 3 One line block diagram for each battery and UPS system. | |
| | 4 One line block diagram for energy metering system. | |
| | 5 Description of philosophy for sizing of station service transformers, switchgear, battery and UPS system. | |
| | 6 Description of generator and excitation systems with block diagrams. | |
| | 7 General arrangement drawings of generator main connections showing generator, generator step-up transformers and excitation transformers. | |
| | 8 Block diagram of proposed Control System) configuration showing all major components of the facility. | |
| | 9 Basic schematics of the power block and common auxiliary plant control systems. | |

| No. | Drawing Type | Data (or page # on which to find the data) |
|-----|---|--|
| | 10 One line diagram of Electrical Interconnection Facilities including metering system. | |

8.7 Performance Correction Curves

| | Type of the Curve | Data (or page # on which to find the data) |
|--------------|--|--|
| 8.7.1 | <u>Combustion Turbine Generator (for each Fuel type)</u> | |
| | 1 Combustion turbine net output versus ambient temperature | |
| | 2 Exhaust flow versus ambient temperature | |
| | 3 Exhaust temperature (after last stage) versus ambient temperature | |
| | 4 Exhaust temperature (after last stage) versus combustion turbine output | |
| | 5 Exhaust flow versus combustion turbine output | |
| | 6 Heat rate versus combustion turbine output | |
| | 7 Heat rate versus ambient temperature | |
| | 8 Fuel flow versus combustion turbine output | |
| | 9 Correction curve for barometric pressure | |
| | 10 Correction curves for variation in ULSD and Natural Gas heating value | |
| | 11 Correction curves for variation in humidity | |
| | 12 Performance degradation (output and heat rate) | |
| | 13 Table showing the expected non-recoverable yearly percent (%) degradation of the net plant output and heat rate | |
| 8.7.2 | <u>Reciprocating Engine Generator (for each Fuel type)</u> | |
| | 1 Reciprocating engine output versus ambient temperature | |

| | Type of the Curve | Data (or page # on which to find the data) |
|--------------|--|--|
| | 2 Fuel flow versus engine output | |
| | 3 Heat rate versus engine output | |
| | 4 Heat rate versus ambient temperature | |
| | 5 Correction curve for barometric pressure | |
| | 6 Performance degradation (output and heat rate) | |
| | 7 Correction curves for variation in ULSD and Natural Gas heating value | |
| | 8 Correction curves for variation in humidity | |
| | 9 Table showing the expected non-recoverable yearly percent (%) degradation of the net plant output and/or heat rate | |
| 8.7.3 | Entire Facility (for each Fuel type and technology) | |
| | 1 Facility net output versus ambient temperature | |
| | 2 Facility net output versus barometric pressure | |
| | 3 Facility net output versus grid frequency | |
| | 4 Facility net output versus power factor | |
| | 5 Facility net output versus Fuel heating values | |
| | 6 Facility net Heat Rate versus ambient temperature | |
| | 7 Facility net Heat Rate versus barometric pressure | |
| | 8 Facility net Heat Rate versus grid frequency | |
| | 9 Facility net Heat Rate versus power factor | |
| | 10 Facility net Heat Rate versus Fuel heating values | |

8.8 Commercial Operation Tests Procedures

The Bidder shall provide Commercial Operation Test procedures for Facility applicable to the respective technology and for testing on both ULSD and Natural Gas in the case of fossil fuel fired generation.

8.9 Project Summary Data

8.9.1 Type of plant:

Describe technology used, number of Units, ratings, and method to recover heat (if used).

8.9.2 Fuel to be used

GPA will be responsible for supply of Natural Gas when it becomes available. Describe the Fuel supply system for the Units (and other any equipment in the Facility that will use this Fuel) including ULSD Supply Infrastructure, ULSD Storage Facilities and Natural Gas system.

8.9.3 Combustion Turbine, Reciprocating Engine, and Generator Suppliers.

Show model identification, when applicable.

8.9.4 Solar Module, Wind Turbine, Inverter, and Energy Storage System Suppliers and other proven renewable technologies.

Show model identification, when applicable.

8.9.5 Describe Standards Applied to Project Design and Equipment Selection.

All designs, materials, and equipment will conform to the requirements of the codes and standards specified in Section C of this IFMSB as well as the requirements of applicable Law and Prudent Utility Practices. The codes and standards that follow will be used where applicable to the equipment, material, components, or construction practices. All work described will be designed, constructed, tested and installed in accordance with the latest edition of the following list of codes and standards (To be completed by the Bidders). In order not to create possible duplication or different interpretations, the names and initials of the respective entities must not be translated.

In the event conflicts arise between the codes and standards of practice described herein and codes, laws, rules, decrees, regulations, standards, etc., of the locality where the equipment is to be installed, the codes and standards of practice described herein will govern. In the event conflicts arise between any of the codes and standards described herein, the more stringent section of the applicable codes will govern. Each of the equipment and designs will comply with one or more of the above codes, but none will necessarily comply with all the listed standards.

8.9.5.1 General design codes

(List)

8.9.5.2 Civil engineering design criteria, standards and codes

(List)

8.9.5.3 Structural engineering design criteria, standards and codes

(List)

8.9.5.4 Mechanical engineering design criteria, standards and codes
(List)

8.9.5.5 Control and electrical engineering design criteria, standards and codes
(List)

8.9.6 Suppliers of Major Equipment

Provide the information requested below for all major equipment suppliers that have been selected for the Project.

| Equipment | Supplier's Name |
|--|-----------------|
| Combustion Turbine Generators, (State Technology) | |
| | |
| Reciprocating Engine Generators (State technology) | |
| Heat Recovery Steam Generators | |
| Once Through Steam Generators | |
| Steam Turbine Generators | |
| Step-up Transformers | |
| Control System | |
| Solar Modules | |
| Wind Turbines | |
| Inverters | |
| Energy Storage Systems | |
| Other proven renewable generation technologies | |

8.9.7 List of Participants.

Check all of the following that have been selected:

| Participant | Check if Selected | Name | Status (letter of intent, contract, etc.) |
|-------------------------------------|-------------------|------|---|
| Architect/Engineer | | | |
| Environmental Consulting Firm | | | |
| Construction Firm | | | |
| Operations & Maintenance Contractor | | | |

| | | | |
|---------------------------|--|--|--|
| | | | |
| Other (describe) | | | |
| Power Train Subcontractor | | | |
| Guam Legal Counsel | | | |
| Financial Advisor/Lender | | | |

8.9.8 Additional Data

Attach the following data clearly labeled. Individual data should be numbered to correspond to the question they are addressing; e.g., data submitted in response to Question 8.9.8.1 should be labeled "Form8, Article 8.9.8.1".

- 1 Describe the equipment suppliers' experience with the specific models that will be used for each major piece of equipment as specified in Paragraph 9.3.
- 2 Provide a complete heat and material balance diagram and flow sheet. These diagrams should include sufficient detail to allow GPA to verify the accuracy of the representations. Provide the information for full load, sixty five percent (65%) of full load, and minimum load using performance guarantee conditions listed in paragraph 6.5 of Section C in the IFMSB and assuming the higher heating value (HHV) of the Fuel
- 3 Provide drawings of the Facility's Site layout and major equipment arrangement. Identify the size of major components and describe areas of key equipment redundancy. Identify the area (m²) required for the generating station, radiators and/or air coolers (if used), Fuel storage and Fuel handling facilities.
- 4 Provide any additional technical information that is available (e.g., drawings, specifications, etc.).
- 5 Provide preliminary generator capability curves and specify the reactive capability and control strategies for the Project. Also describe any voltage or equipment limitation affecting the GPA control center's ability to control the reactive output.
- 6 Describe the equipment procurement plan. Provide information concerning how commitments to purchase major equipment items relate to the schedules for acquiring permits and financing. Provide information concerning any equipment production space that has been reserved with suppliers of major components. Note that all equipment must be new.
- 7 Provide descriptions of the fire protection systems to be used including those within any equipment enclosures, any buildings and all general Site facilities.
- 8 Provide descriptions of equipment enclosures (including buildings) and what protection against the weather will be provided to major machines during periods of maintenance, especially if no high-bay buildings are to be constructed.
- 9 Provide a description of the overall control system used for the Project equipment, including all local, centralized and remote controlling including the proposed means to communicate with the GPA control center to follow its instructions.

- 10 Describe how the Facility will be started, including the expected amount of time to synchronize each unit, starting with the equipment in "cold" and "warm" conditions. State the maximum MVA and MW required from the GPA system to start the Facility.
- 11 Provide a description of the monitoring and protection systems to be used on major equipment including the prime movers, generators, transformers, substations and interconnection lines. Describe how the protection systems will be coordinated with the corresponding GPA installations.
- 12 Provide a description of the design of the main and auxiliary equipment cooling, potable and waste waters facilities. Provide a description of the water plan for the project including average, minimum, and maximum water intake and discharge, destination, temperature, quantity and quality of plant discharge water; and individual chemicals used with estimated consumption rates. Describe the treatment and/or disposal of discharge waters resulting from periodic cleaning of the equipment.
- 13 Describe the proposed methods to dispose of solid wastes and sludge produced by the combustion of fuels as well as normal O&M of the Facility.
- 14 In the case of PV solar generation, describe the proposed method for panel cleaning.
- 15 Describe provisions for diminishing the probability of fires and contamination of the environment during the handling and storage of the ULSD and Natural Gas including spill prevention control. Describe the proposed methods to measure the Fuel and its calorific content. All calorific content is to be expressed in HHV.
- 16 Describe how the auxiliary power will be obtained when plant is disconnected from the 115 kV system.
- 17 Provide design values for seismic, wind and any other data (Refer to paragraphs 6.4 and 6.5 of Section C).
- 18 Provide/the following data for new and clean conditions at 100% load:
 - a) Total combustion turbine or reciprocating engine inlet pressure drop, in H₂O _____
 - b) Exhaust gas temperature, °F _____
- 19 Describe all material interfaces of Facility.

8.10 Environmental Data

Answer the questions below or attach a detailed environmental impact study that includes answers to at least the following questions:

- 1 Describe the technology to be used to maintain air emissions and air pollution within the specified guidelines.
- 2 Describe control devices (if applicable), and proposed monitoring systems and procedures.
- 3 Provide information concerning the containment measures planned for the Project's Fuel and hazardous substances handling and storage areas.

- 4 Address the following issues as they relate to design and construction of the Project.
- 5 Describe the proposed timetable to carry out the environmental impact studies and obtain environmental permits, if you are selected as the Selected Bidder. Indicate the scope of the environmental impact studies and the methodology to be used to perform these studies and to present findings and recommendations. State the commitment of the Bidder to carry out all suggestions and recommendations of the studies related to environmental permits, including possible design modifications.
- 6 Threatened and endangered species assessment and mitigation.
- 7 Cultural and archeological impact (natural, national and state landmarks, historical status and other historical landmarks, graveyards, burial ground proximity to nearby parks and other recreational areas).
- 8 Noise impact analysis and mitigation; please describe technology to be employed or actions to be taken to reduce noise. Provide the guaranteed maximum sound levels for the Facility at all of the Facility boundaries and at any Facility interfaces with other entities including residential, industrial and others. Provide the guaranteed sound level for the plant at one meter from the equipment enclosures or exterior walls of the powerhouse(s), which should not exceed 85 dB(A). The measurement shall not include the existing background noise.
- 9 Indicate the height of the proposed exhaust stack(s) for the Facility and indicate reasons for this selection (could include "Prudent Utility Practices", dispersion of pollutants, height of other exhaust stacks in the immediate vicinity, etc.). Why does Bidder feel this height is adequate from an environmental standpoint? Indicate if this height selection could be changed by the environmental impact study and environmental permits requirements.
- 10 Land use impact mitigation techniques, including the effect on nearby inhabited and tourist areas.
- 11 Describe the architectural style, exterior materials and exterior color schemes proposed for all plant buildings. Provide samples of proposed exterior colors.
- 12 Hazardous waste - type generated and disposal.
- 13 Solid waste - type generated and disposal.

8.10.1 Air Emissions

With regard to projected air emissions, please fill out the following table for the Facility when fired with the Fuels specified.

Table 8.1: ULSD Air Emission Levels

| Pollutant | Percent Removal Efficiency at 100% Capacity | Emission Quantity | | |
|-----------------|---|-------------------|-------------------|---------------------|
| | | At 100% Capacity | At 50% Capacity | At Minimum Capacity |
| NO _x | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |
| CO | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |
| SO ₂ | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |
| Particulates | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |
| VOC | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |

Table 8.2: Natural Gas Air Emission Levels

| Pollutant | Percent Removal Efficiency at 100% Capacity | Emission Quantity | | |
|-----------------|---|-------------------|-----------------|---------------------|
| | | At 100% Capacity | At 50% Capacity | At Minimum Capacity |
| NO _x | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |

| Pollutant | Percent Removal Efficiency at 100% Capacity | Emission Quantity | | |
|-----------------|---|-------------------|-------------------|---------------------|
| | | At 100% Capacity | At 50% Capacity | At Minimum Capacity |
| | | mg/m ³ | mg/m ³ | mg/m ³ |
| | | | | |
| CO | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |
| | | | | |
| SO ₂ | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |
| | | | | |
| Particulates | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |
| | | | | |
| VOC | | ppmv | ppmv | ppmv |
| | | lb/hr | lb/hr | lb/hr |
| | | lb/MMbtu | lb/MMbtu | lb/MMbtu |
| | | mg/m ³ | mg/m ³ | mg/m ³ |

Notes:

- 1 Capacity is defined as the total gross capacity of one Unit as commissioned.
- 2 ppmv is defined as volumetric parts per million at 15% O₂.
- 3 lb/hr is defined as pounds per hour.
- 4 lb/MMBtu is defined as pounds per Million Btus of heat input.
- 5 gr/scf is defined as grains per standard cubic foot

Provide total emissions for all air toxics on an aggregate basis, not on an individual basis. Air toxic pollutants are described on the US EPA Web page: <http://www.epa.gov/ttn/atw/allabout.html>.

8.11 Electric Interconnection Data

8.11.1 Items to Be Provided

- 1 A detailed single-line diagram from the generators and proposed interconnection to the 115 kV GPA transmission system. Identify the Point(s) of Delivery.
- 2 Equipment descriptions and functional specifications of:
 - a) Generators, transformers, switchgear equipment, circuit breakers, etc.
 - b) Protective relays, current transformers, voltage transformers, etc.
 - c) Metering System
 - d) Telecommunication equipment
 - e) Control and data acquisition system

Any design changes which may affect the interconnection must be reviewed and approved by GPA. This approval does not relieve the Project Company from any contractual responsibility.

8.12 Performance Data

- 1 Provide a heat rate curve for each Unit in the Facility, assuming that the load will be allocated to each Unit in proportion to its maximum output power level.
- 2 The Bidder shall also tabulate the heat rates (HHV) corresponding to the percentages of the output power levels stated in Table 8.3 through Table 8.6 below. The Unit heat rate for the purpose of Table 8.3 and Table 8.4 is defined as the Fuel energy consumption expressed in Btu (higher heating value) required to generate one kWh at the generator terminals (Unit gross heat rate). This data is for technical evaluation purposes only and will not be used for economic evaluation.
- 3 Provide data on the overall performance of the Facility

**Table 8.3: Unit ULSD Heat Rates
(Combustion Turbine in Simple Cycle or Reciprocating Engine)**

| Power Levels - % | Heat Rate (HHV) MBtu/kWh* |
|------------------|---------------------------|
| 100 | |
| 85 | |
| 65 | |
| 50 | |
| 25 | |
| 10 | |
| Minimum load | |

**Table 8.4: Unit Natural Gas Heat Rates
(Combustion Turbine in Simple Cycle or Reciprocating Engine)**

| Power Levels - % | Heat Rate (HHV) MBtu/kWh* |
|------------------|---------------------------|
| 100 | |
| 85 | |
| 65 | |
| 50 | |
| 25 | |
| 10 | |
| Minimum load | |

* Measured at generator terminals.

Table 8.5: Facility ULSD Heat Rates

| Power Levels - % | Heat Rate (HHV) MBtu/kWh** |
|------------------|----------------------------|
| 100 | |
| 85 | |
| 65 | |
| 50 | |
| 25 | |
| 10 | |
| Minimum load | |

Table 8.6: Facility Natural Gas Heat Rates

| Power Levels - % | Heat Rate (HHV) MBtu/kWh** |
|------------------|----------------------------|
| 100 | |
| 85 | |
| 65 | |
| 50 | |
| 25 | |
| 10 | |
| Minimum load | |

** Measured at the Delivery Point.

Table 8.7: Facility ULSD Performance

| Description | Units | Value* |
|---|------------------------------|--------|
| Plant Gross Output | kW | * |
| Auxiliary Power + Losses | kW | * |
| Step-up Transformer Losses | kW | * |
| Total Losses | kW | * |
| Net Power Output at Delivery Point ** | kW | ** |
| Heat Rate (based on HHV)** | Btu/kWh | ** |
| Noise Level ** | db(A) @ Facility boundary | ** |
| | Equipment db(A) @ 3 feet | ** |
| Particulate emissions ** | ppmv | ** |
| NO _x Emissions for @ 15% O ₂ ** | ppmv | ** |
| SO ₂ Emissions@ 15% O ₂ ** | ppmv | ** |
| VOC Emissions@ 15% O ₂ ** | ppmv | ** |

* The Bidder shall fill-in data.

** The Bidder shall guarantee these values.

Table 8.8: Facility Natural Gas Performance

| Description | Units | Value* |
|---|------------------------------|--------|
| Plant Gross Output | kW | * |
| Auxiliary Power + Losses | kW | * |
| Step-up Transformer Losses | kW | * |
| Total Losses | kW | * |
| Net Power Output at Delivery Point ** | kW | ** |
| Heat Rate (based on HHV)** | Btu/kWh | ** |
| Noise Level ** | db(A) @ Facility boundary | ** |
| | Equipment db(A) @ 3 feet | ** |
| Particulate emissions ** | ppmv | ** |
| NO _x Emissions for @ 15% O ₂ ** | ppmv | ** |
| SO ₂ Emissions@ 15% O ₂ ** | ppmv | ** |
| VOC Emissions@ 15% O ₂ ** | ppmv | ** |

* The Bidder shall fill-in data.

** The Bidder shall guarantee these values.

8.13 Technology and Design Data

8.13.1 Technical Maturity:

Table 8.9: Similar Technology Experience

| Quantity (of all that apply) | Criterion |
|---------------------------------|--|
| | One or more similar facility(ies) has (have) achieved an annual equivalent availability equal to or greater than 85% over three consecutive years during commercial operation. |
| | One or more similar facility(ies) is(are) currently in commercial operation. |
| | One or more similar facility(ies) is(are) under construction. |
| | None of the above. |

For each of the facilities referenced above, fill out a copy of the form below which describes operating history and statistics.

Table 8.10: Similar Technology Experience

| | | | |
|------------------------------------|------|------|------|
| Project Name | | | |
| Location | | | |
| Contact at Plant | | | |
| Name | | | |
| Phone Number | | | |
| Plant Owner | | | |
| Name | | | |
| Phone Number | | | |
| Power Purchaser | | | |
| Name | | | |
| Phone Number | | | |
| *The Project Came On-line in XXXX. | | | |
| Year of Operation: | XXXX | XXXX | XXXX |
| Operational Months that Year: | | | |
| Annual Equivalent Availability | | | |

8.14 Operations and Maintenance Data

8.14.1 Operating Characteristics

Table 8.11: Net Generation Levels

| Parameter | Value | Units |
|--|-------|-----------------|
| a) Maximum emergency level: capacity that may be available during system declared emergencies | | MW (net) |
| | | hours available |
| b) Minimum emergency level: used during system declared emergencies | | MW (net) |
| | | hours available |
| c) Net capability: the maximum level that the Facility could be dispatched during normal system conditions | | MW (net) |
| d) Interim operating level: the operating level at which the Facility operates most efficiently (i.e., at the lowest heat rate) | | MW (net) |
| e) Minimum operating level: the minimum level that the Facility could be dispatched during normal system conditions (i.e., the must-run level) | | MW (net) |

* The Bidder shall fill-in Data.

8.14.2 Operating Parameters

Provide the operating parameters of the Facility measured in minutes in Table 8.12.

Table 8.12: Synchronizing and Load Pick-up Times

| Action | Minutes to Achieve Action After Shutdown: | | |
|--------|---|-------------|--|
| | Warm Engine | Cold Engine | |
| | | | |

| Reciprocating Engine Generator | | | |
|--|-----------|------------|------------|
| Synchronized (min) | * | * | |
| Normal Ramp Rate (MW/min) | * | * | |
| Emergency Ramp Rate (MW/min) | * | * | |
| Reciprocating Engine Facility at Full Load | * | * | |
| Combustion Turbine Generator | | | |
| | Hot Start | Warm Start | Cold Start |
| Synchronized (min) | * | * | * |
| Normal Ramp Rate (MW/min) | * | * | * |
| Emergency Ramp Rate (MW/min) | * | * | * |
| Combustion Turbine Facility at Full Load | * | * | * |

* The Bidder shall fill-in Data.

- 1 Describe the Automatic Generation Control capability of the Facility. Describe how the control will allocate the dispatch orders of increasing or decreasing the generation level.
- 2 Describe quick start capability.

8.14.2.1 Equivalent Hours of Start-up.

One normal start-up is equivalent to _____ hours of operation.

One emergency start-up is equivalent to _____ hours of operation.

One hour of peak load is equivalent to _____ hours of operation.

8.14.3 Maintenance

Table 8.13: Annual Maintenance Outage Schedule Combustion Turbine Generator (ULSD)

| | |
|------------------------------------|--|
| Duration (number of days): | |
| Time of Year (season): | |
| Cycle (number of operating hours): | |

Table 8.14: Annual Maintenance Outage Schedule Combustion Turbine Generator (Natural Gas)

| | |
|------------------------------------|--|
| Duration (number of days): | |
| Time of Year (season): | |
| Cycle (number of operating hours): | |

Table 8.15: Annual Maintenance Outage Schedule Reciprocating Generator (ULSD)

| | |
|----------------------------|--|
| Duration (number of days): | |
|----------------------------|--|

| | |
|------------------------------------|--|
| Time of Year (season): | |
| Cycle (number of operating hours): | |

Table 8.16: Annual Maintenance Outage Schedule Reciprocating Generator (Natural Gas)

| | |
|------------------------------------|--|
| Duration (number of days): | |
| Time of Year (season): | |
| Cycle (number of operating hours): | |

Note: As a requirement of this solicitation, Bidders must agree to schedule maintenance and planned outages with GPA and accommodate any reasonable request for revisions required by GPA.

Table 8.17: Annual Availability of the Facility

| Parameters | Value, % |
|--|----------|
| Annual Availability (Guarantee)* | |
| Maintenance Outages | |
| Scheduled Outages | |
| Forced Outages (Guarantee)* | |
| | |
| Total: | |
| * The Bidder shall guarantee these values. | |

8.14.4 Operations and Maintenance Staff and Services

Attach the following data clearly labeled. Individual data should be numbered to correspond to the question they are addressing; e.g., data submitted in response to Question 8.14.4 Item 1 should be labeled "Form 8, Article 14.4.1".

- 1 Operator's experience with Facility technology - provide number of unit-years of experience with generating facilities of the same or similar technology and size as the Facility.
- 2 Provide the plan for operational staffing including, but not limited to, the number, type and responsibilities of operations personnel on each shift.
- 3 Provide plan of maintenance staffing including, but not limited to, the number of permanent on-site maintenance personnel and their responsibilities; the personnel available for emergency maintenance and their response times; and the personnel that will be utilized for minor and major scheduled maintenance. If contracted, specify contractor, location and experience with this type of equipment.
- 4 Describe briefly the procedure that will be followed for daily, weekly, monthly and yearly maintenance programs.
- 5 Provide outline plans for initial and ongoing training of all plant and support personnel, including any qualifications programs.

- 6 Provide a brief description of plans for the purchasing and warehousing of tools, parts and supplies.
- 7 Provide a major maintenance schedule.

9 FORM 9 – ADDITIONAL SUPPORTING DATA

- 1 Bidder shall provide the following information for each participant in the Consortium comprising the Bidder.
 - Name and address of each member of the Consortium, starting with the designated Lead Bidder.
 - Legal status of each member (i.e. corporation, association, individual).
 - Country of registration and home office.
 - Name of authorized representative for this project and contact information (i.e. address, telephone and Fax numbers, etc.).
 - Percentage of equity contribution by each member. If percentage of voting rights is different than the percentage of equity contribution, please also provide details on allocation of voting rights.
- 2 Provide to the extent possible, the name of organizations and project managers who will provide the services listed below, along with their relevant experience and qualifications. (Any standard printed material may be included as an attachment.)
 - Financial advisor/ arranger
 - Legal advisors, local and foreign
 - Turnkey construction contractor
 - Operation and maintenance contractor
 - Detailed engineering for Project
 - Environmental consultant
 - Engineer for the Project Company (Owner's engineer)
 - Insurance advisor
- 3 Provide an outline description of the insurance coverage including company name, to be put into effect by Bidder/Project Company during the Term, including the amounts for which insurance will be purchased and name the potential insurers.
- 4 Bidder shall provide a listing of the following Project Information:
 - A listing of proposed subcontracts for the major elements of the Project; to include subcontractors' name, address, scope of supply or services, and amount of subcontract.

10 FORM 10 – EXCEPTIONS TO THE IFMSB DOCUMENT

Bidders are advised that any material modification to documents may result in disqualification. If there are no exceptions, please state so for each document.

- 1 List Exceptions to the IFMSB
 - a) Section A – Information for Bidders
 - b) Section B - Instructions to Bidders
 - c) Section C - Functional Specifications
 - d) Section D – Bidder’s Proposal Forms and Supportive Data
- 2 List exceptions to the draft Project Agreements, individually.
 - a) Exceptions to the Energy Conversion Agreement
 - b) Exceptions to the Land Lease Agreement
 - c) Exceptions to the Water Supply Agreement.

11 FORM 11 – BIDDER’S PROJECT SCHEDULE

Bidder shall provide its detailed Bidder's Project Schedule which supports and confirms the construction phase of the Project Milestone Schedule contained in Section A, Article 11, starting from the signing of the ECA.

- Bidder's Project Schedule shall be submitted in a CPM network format which shall address all the milestones in the referenced Article and those additional milestones shown in 11.1 below for financing, engineering, procurement, shipping, construction activities, etc. necessary to demonstrate a complete and accurate knowledge of the Project, as well as his knowledge of procedures and prevailing conditions in Guam.
- The Bidder's Project Schedule shall address all details of the Project financing, engineering, procurement and construction of the Facility, which as a minimum include the following:

11.1 Bidder's Milestone Schedule

By completing the Milestone Schedule below assuming execution of the ECA, WSA and LLA by [TBD], provide a milestone schedule which will result in a Commercial Operation Date on or prior to [TBD]. For all milestones specify the day, month and year for commencing and completing the milestone. Any item not applicable to the Project must be so marked with a brief explanation as to why it is not applicable. This list is not intended to be inclusive, but rather to include appropriate milestones to allow GPA to evaluate proposals. It is the Bidder's sole responsibility to identify and complete all the appropriate milestones necessary for the completion of its Project whether included here or not. This includes the identification and acquisition of all necessary permits.

(Bidder to include its CPM Project Schedule as back-up to Milestone Schedule below)

Table 11.1: Milestone Schedule

| Milestone | Start Date | Completion Date |
|--|------------|-----------------|
| Financing | | |
| • Construction & permanent financial closing | | |
| Engineering | | |
| • Preliminary | | |
| • Detailed | | |
| Solicitation & award of proposals for major equipment | | |
| • Equipment procurement | | |
| • Prime Mover(s) | | |
| • Boilers(s) Contract (if applicable) | | |
| • Electrical equipment procurement | | |
| • Cooling equipment procurement | | |
| • _____ (other) | | |
| Permits | | |
| • Local site plan approval | | |

| Milestone | Start Date | Completion Date |
|---|------------|-----------------|
| • Local building permits | | |
| • Other) | | |
| Environmental permits | | |
| • Air permits | | |
| • Water permits | | |
| • Other environmental permits | | |
| • Solid Waste | | |
| • _____ (Other) (Any other applicable permit(s), not listed above) | | |
| Construction | | |
| On-site construction activities | | |
| • Foundation | | |
| • Electric interconnection | | |
| • Major equipment installation | | |
| • Fuel Receiving Facilities | | |
| • (other) | | |
| Off-site construction activities | | |
| • Electrical Interconnection Facilities | | |
| • ULSD Supply Infrastructure | | |
| Operation | | |
| • Phase 1 Startup and Commissioning | | |
| • Phase 1 Commercial Operation | | |
| • Phase 2 Start-up and Commissioning | | |
| • Phase 2 Commercial Operation | | |

12 FORM 12 – BIDDER’S STAFFING PLAN

12.1 BIDDER’S PROPOSED HOME OFFICE (OFF-SHORE) ORGANIZATION

The Bidder shall submit a detailed organization chart showing its home office management organization (off-shore) and its interface with the Project Site in Guam (on-shore) organization. This organization chart shall designate the authorized representative(s) and key personnel. Personnel not specifically designated to the Project will be so identified on the organization chart. The chart shall be supplemented by a narrative outline which indicates the duties, the functional responsibilities, and the designated authority of each member of the home office organization. Bidder’s key personnel and Bidder’s authorized representative(s) shall include but not be limited to the following:

- a) Overall Project Management
- b) Home Office Manager
- c) Responsible Officer/Director
- d) Engineering Functions
- e) Procurement, Traffic and Vendor Surveillance
- f) Construction Management
- g) Planning and Scheduling
- h) Quality Program Management
- i) Accounting
- j) Production Manager

12.2 BIDDER’S PROPOSED SITE (ON-SHORE) ORGANIZATION

The Bidder shall submit a detailed organization chart showing its proposed Site (on-shore) organization, which will be responsible for the execution of the Works. All authorized Contractor Representative(s) and Contract Key Personnel shall be so designated on the organization chart. Specifically, the Bidder’s organization chart must indicate the key personnel who will be responsible for performing the following functions:

- a) Project Management
- b) Engineering Functions
- c) Procurement of materials; traffic and logistics
- d) Supervision of Construction and Construction Management
- e) Health and Safety Management
- f) Environmental Compliance Management
- g) Community Relations Management
- h) Planning and Scheduling
- i) Accounting and Commercial Functions

This chart shall be supplemented by a narrative outline that indicates the duties, the functional responsibilities and designated authority of each member designated on Bidder's Site organization chart.

**13 FORM 13 – MANDATORY FORMS REQUIRED IN ACCORDANCE
WITH GUAM PROCUREMENT LAW**

13.1 Major Shareholder Disclosure Affidavit



GUAM POWER AUTHORITY

ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977, AGANA, GUAM 96932-2977

SPECIAL PROVISION FOR MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the bid/rfp.

5 GCA §5233 (Title 5, Section 5233) states:

"Section 5233 Disclosure of Major Shareholders. As a condition of submitting a bid or offer, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid, or, that it is a not for profit organization that qualifies for tax exemption under the Internal Revenue Code of the United States or the Business Privilege Tax law of Guam, Title 12, Guam Code Annotated, Section 26203©. With the exception of not for profit organizations, the affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or offer and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying."

1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.
2. Affidavits must be signed within 60 days of the date the bids or proposals are due.

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
)
 HAGATNA, GUAM)

I, undersign, _____,
 (partner or officer of the company of, etc.)
 being first duly sworn, deposes and says:

1. That the person who have held more than ten percent (10%) of the company's shares during the past twelve (12) months are as follows:

| <u>Name</u> | <u>Address</u> | <u>Percentage of Shares Held</u> |
|------------------------|----------------|----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Total number of shares | | _____ |

2. Persons who have received or are entitled a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid/rfp for which this Affidavit is submitted are as follows:

| <u>Name</u> | <u>Address</u> | <u>Compensation</u> |
|-------------|----------------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Further, affiant sayeth naught.

Date: _____

 Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this _____ day of _____,

20_____.

Notary Public _____

In and for the Territory of Guam

My Commission expires _____.

13.2 Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

Guam)
)ss:
Hagatna)

I, _____ first being duly sworn, depose and say:
(Name of Declarant)

1. That I am the _____ of _____.
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is Genuine and not collusive or sham, that said bidder/offeror has not colluded, Conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with Guam Administrative Rules and Regulations §§3126(b).

(Declarant)

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2018.

)Seal(

Notary Public

13.3 No Gratuities or Kickbacks Affidavit

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT

(Offeror)

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

_____, being first duly sworn, deposes and says:
As the duly authorized representative of the Offeror, that neither I nor of the Offeror's officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror's proposal.

Signature of Individual if Proposer is a Sole Proprietorship;
Partner, if the Proposer is a Partnership;
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

Notary Public
In and for the Territory of Guam
My Commission Expires:

13.4 Ethical Standards Affidavit

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT

(Proposer)

TERRITORY OF GUAM)

) SS:

HAGATNA, GUAM)

_____, being first duly sworn, deposes and says:

That I am (the Sole Proprietor, a Partner or Officer of the Offeror)

That Offeror making the foregoing Proposal, that neither he or nor of the Offeror's officers, representatives, agents, subcontractors, or employees of the Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11, and promises that neither he nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

Signature of Individual if Proposer is a Sole Proprietorship;
Partner, if the Proposer is a Partnership;
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this ____day of _____, 2018.

Notary Public
In and for the Territory of Guam
My Commission Expires:

13.5 Declaration Re-Compliance with U.S. DOL Wage Determination

DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

_____ hereby certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

Signature of Individual if Proposer is a Sole Proprietorship;
Partner, if the Proposer is a Partnership;
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

Notary Public
In and for the Territory of Guam
My Commission Expires:

13.6 Special Provisions

SPECIAL PROVISIONS

Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property

GCA 5 §5253 Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues:

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the Government of Guam other than public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (d) Any contractor found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: *Added by P.L. 28-024:2 ((Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2006).*

Signature of Bidder Date
Proposer, if an individual;
Partner, if a partnership;
Officer, if a corporation.

Subscribed and sworn before me this _____ day of _____, 2018.

Notary Public

13.7 Local Procurement Preference Application



GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN

P.O. BOX 2977 HAGÁTÑA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo
Governor

Telephone Nos. (671) 648-3054/55 Fax: 648-3165

Raymond S. Tenorio
Lieutenant Governor

Accountability · Impartiality · Competence · Openness · Value

LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a checkmark or an "X" on the block indicating the item that applies to your business:

5GCA, Chapter 5, Section 5008, "Policy in Favor of Local Procurement" of the Guam Procurement Law states:

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintains an office or other facility on Guam, whenever a business that is willing to be a contractor is:

- (a) A licensed bonafide manufacturing business that adds at least twenty-five percent (25%) of the value of an item, not to include administrative overhead, suing workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory for the Pacific Islands; or
- (b) A business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or
- (c) A business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
- *(d) A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the United States, or persons who lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference only if the Government's requirement is for service. Service is defined Pursuant to 5 GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.

1. I _____, representative for _____,
have read the requirements of the law cited above and do hereby qualify and elect to be given
the LOCAL PROCUREMENT PREFERENCE for Bid No.: GPA _____.

By filling in this information and placing my signature below, I understand that the Guam Power
Authority will review this application and provide me with a determination whether or not the 15%
preference will be applied to this bid.

2. I _____, representative for _____,
have read the requirements of the law cited above, and do not wish to apply for the Local
Procurement Preference for Bid No.: GPA _____.

Bidder Representative Signature

Date

NOTE:

*Prospective Bidders not completing this form will automatically be not considered for Local Procurement
Preference. Non-completion of this form is not a basis for rejection of the bid or proposal.*

13.8 Government of Guam General Terms and Conditions

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD**

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA,

Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the Guam Power Authority). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.

2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.

3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.

6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.

7. **“ALL OR NONE” BIDS:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.

[] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.

[] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.

[] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of three million dollars (\$3,000,000.00 USD). The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. 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. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**

[] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount of FIFTEEN PERCENT (15%) of the estimated amount of the contract as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

[] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.

[] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.

[] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

[] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).

[] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) **The compliance with all of the conditions to the Solicitation.**

[] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).

[] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but nor restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered

appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

[] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority, Dededo Warehouse at (671) 653-2073 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

[] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government

of Guam Vehicle Inspection before delivery at destination.

[] 31. **GUARANTEE:**

a) Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

b) Guarantee of Other Type of Equipment:

The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

c) Compliance with this Section is a condition of this Bid.

[] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

[] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).

[] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

[] 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

[] 36. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.

[] 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

[] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.

[] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.

[] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

[] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of **one thousand dollars (\$1,000.00)** of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the

Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).

[] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

[] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

13.9 Sealed Bid Solicitation Instructions

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

- 1 **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Power Authority.
- 2 **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
- 3 **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
- 4 **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
- 5 **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).

- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
- 6 **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
- 7 **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
- 8 **DISCOUNTS:**
- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
- 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 **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).

13 **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.

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.

ENVELOPE II (Sealed Separately)

15 FORM 15 – PROPOSED PRICE

Bidder warrants that the proposed Price to be inserted in the tables below, is based on the requirements of the IFMSB, and the specific Price instructions of Article 4 of Section B.

Each Bidder shall complete the schedules and tables in the following pages by providing the required data where applicable. There shall be no changes in format allowed to be made to the schedules and tables by any Bidder.

15.1 Schedule of Commercial Operation

Table 15.1: Schedule of Commercial Operation Period

| Phase | Commercial Operation Date ⁵ (dd/mm/yyyy) | Number of Months ⁶ | Contracted Facility Capacity ⁷ for ULSD Operation or Non-Fossil Fuel Fired Facility. | Contracted Facility Capacity ⁸ for Natural Gas Operation. | Guaranteed Amount of Renewable Energy (GARE) ⁹ | Renewable Component Degradation Guarantee |
|---------|--|-------------------------------|--|---|---|---|
| Phase 1 | | 10 | _____ MWs | _____ MWs | _____ MWh/yr | _____ % |
| Phase 2 | | 290 | _____ MWs | _____ MWs | _____ MWh/yr | _____ % |

Contracted Facility Capacity must be based on the portion of the Facility that is fully dispatchable on a continuous basis.

⁵ The proposed Date must be the first day of a month.

⁶ COD must be December 31, 2021 or earlier.

⁷ Contracted Facility Capacity must be within plus/minus 10% of the preferred capacity of 180 MW.

⁸ Contracted Facility Capacity must be within plus/minus 10% of the preferred capacity of 180 MW.

⁹ GARE is based on a Typical Meteorological Year (TMY) and will be demonstrated by means of a PVSyst production forecast (in the case of PV solar) or a WindSim production forecast (in the case of wind).

15.2 Proposed Fixed Capacity Charges (FCCs)

Each Bidder shall complete the FCC table below. These values will be used in Equations 4.1 of Section B to calculate the FCCs to be paid by GPA. Once submitted, there shall be no changes allowed to be made to the table by any Bidder. Bidders are free to propose a different FCC for each Contract year in the table below, but in no event shall the FCC vary by more than 10% (+or-) from one Contract Year to another commencing with Contract Year 2 compared to Contract Year 1. Furthermore, the ratio of the Maximum FCC to the Minimum FCC below shall not exceed 1.50.

Table 15.2: Proposed Fixed Capacity Charge

| Agreement Period | FCC ¹⁰ (US\$/kW/Month) |
|---------------------------|--------------------------------------|
| Contract Year 1 (Phase 1) | |
| Contract Year 1 (Phase2) | |
| Contract Year 2 | |
| Contract Year 3 | |
| Contract Year 4 | |
| Contract Year 5 | |
| Contract Year 6 | |
| Contract Year 7 | |
| Contract Year 8 | |
| Contract Year 9 | |
| Contract Year 10 | |
| Contract Year 11 | |
| Contract Year 12 | |
| Contract Year 13 | |
| Contract Year 14 | |
| Contract Year 15 | |
| Contract Year 16 | |
| Contract Year 17 | |
| Contract Year 18 | |
| Contract Year 19 | |
| Contract Year 20 | |
| Contract Year 21 | |
| Contract Year 22 | |
| Contract Year 23 | |
| Contract Year 24 | |
| Contract Year 25 | |

¹⁰ Contract Years are each of 12 months duration, with Contract Year 1 beginning at COD.

15.3 Fixed Operations & Maintenance Charge (FOMC)

Each Bidder shall complete the FOMC table detailed below. These values will be used in Equation 4.2 of Section B to calculate the FOMC to GPA. The FOMC will be adjusted each year based on the inflation Index. Once submitted, changes will not be allowed to be made to the table by any Bidder. For Projects offering a Fossil Fuel Fired Component, evaluation will be performed based on the FOMC for the Facility operating on ULSD for Contract Years 1 through ? and on Natural Gas for the remainder of the Term.

Table 15.3: Proposed Fixed Operation and Maintenance Charge

| Agreement Period | FOMC on ULSD or for Non-Fossil Fuel Fired Facility (US\$/kW/Month) | FOMC on Natural Gas (US\$/kW/Month) |
|---|--|-------------------------------------|
| Phase 1 Commercial Operation Date through Phase 2 Commercial Operation Date | | |
| Phase 2 Commercial Operation Date through end of the Term | | |

15.4 Variable O&M Charge (VOMC)

Each Bidder shall complete the VOMC as detailed in the table below. These values will be used in Equation 4.3 of Section B to calculate the VOMC to GPA. The VOMC will be adjusted each year based on the inflation Index. Once submitted, changes will not be allowed to be made to the table by any Bidder. For a Project offering a Fossil Fuel Fired Component, evaluation will be performed based on the VOMC for the Facility operating on ULSD for Contract Years 1 through 3 and on Natural Gas for the remainder of the Term.

Table 15.4: Proposed Variable O&M Charge

| Agreement Period | VOMC on ULSD of for Non-Fossil Fuel Fired Facility (US\$/kWh) | VOMC on Natural Gas (US\$/kWh) |
|---|---|--------------------------------|
| Phase 1 Commercial Operation Date through Phase 2 Commercial Operation Date | | |
| Phase 2 Commercial Operation Date through end of the Term | | |

15.5 Fuel Charge (FC)

The Fuel Charge portion of the Price to the Bidder will be calculated at the end of each billing period based on the Guaranteed Heat Rate, adjusted for the billing period ambient temperatures and Fossil Fuel Fired Component loads using Equations 4.4 for ULSD and/or 4.5 of Section B, as applicable, and the values provided in Tables in this Section 15.5 of Envelope II.

For purposes of evaluation, it will be assumed that the Facility operates at the load profile described in Article 15.7.1 below. It will also be assumed that the Facility uses ULSD for Contract Years 1 through 3 and Natural Gas for the remainder of the ECA Term.

Bidders shall provide their proposed Guaranteed Heat Rates for the Commercial Operation Period in this Section 15.5 based on the Higher Heating Value for Fuel at Site Reference Conditions (SRC) at different Facility outputs. These data shall be used for calculation of allowable Fuel consumption.

The Guaranteed Heat Rate shall not be corrected for degradation at any time during the ECA Term. These Guaranteed Heat Rates shall remain effective for the entire Term of the Project. Bidders must therefore account for heat rate degradation when establishing their proposed Guaranteed Heat Rates. Once submitted, no changes will be allowed to be made to the data in these tables by any Bidder.

Table 15.5: Guaranteed Phase 1 Heat Rates at Site Reference Conditions on ULSD

| Percent of Dependable Capacity ¹ Capacity ¹ | Guaranteed Heat Rate (HHV) (Btu/kWh) ² |
|--|---|
| 100% | |
| 95% | |
| 90% | |
| 85% | |
| 80% | |
| 75% | |
| 70% | |
| 65% | |
| 60% | |
| 55% | |
| 50% | |
| 45% | |
| 40% | |
| 35% | |
| 30% | |
| 25% | |

¹ Initial Dependable Capacity must be within plus/minus 10% of the preferred capacity of 180 MW.

² Use linear interpolation when the load values fall between the stated percentages.

| Percent of Dependable Capacity ¹ | Guaranteed Heat Rate (HHV) (Btu/kWh) ² |
|---|---|
| 20% | |
| 15% | |
| 10% | |
| Minimum Load | |

Table 15.6: Guaranteed Phase 1 Heat Rates at Site Reference Conditions on Natural Gas

| Percent of Dependable Capacity ¹ | Guaranteed Heat Rate (HHV) (Btu/kWh) ² |
|---|---|
| 100% | |
| 95% | |
| 90% | |
| 85% | |
| 80% | |
| 75% | |
| 70% | |
| 65% | |
| 60% | |
| 55% | |
| 50% | |
| 45% | |
| 40% | |
| 35% | |
| 30% | |
| 25% | |
| 20% | |
| 15% | |
| 10% | |

¹ Dependable Capacity must within plus/minus 10% of the preferred capacity of 180 MW.

² Use linear interpolation when the load values fall between the stated percentages.

| Percent of Dependable Capacity ¹ | Guaranteed Heat Rate (HHV) (Btu/kWh) ² |
|---|---|
| Minimum Load | |

Table 15.7: Guaranteed Phase 1 Heat Rate Correction Curve for Air Temperature Variations

| Temperature, %F | K _t , % ULSD | K _t , % Natural Gas |
|-------------------------|-------------------------|--------------------------------|
| 110 | | |
| 105 | | |
| 100 | | |
| 95 | | |
| 88.9¹ | | |
| 85 | | |
| 80 | | |
| 75 | | |
| 70 | | |
| 65 | | |
| 60 | | |

Table 15.8: Guaranteed Phase 2 Heat Rates at Site Reference Conditions on ULSD

| Percent of Dependable Capacity ² | Guaranteed Heat Rate (HHV) (Btu/kWh) ³ |
|---|---|
| 100% | |
| 95% | |
| 90% | |
| 85% | |
| 80% | |
| 75% | |
| 70% | |
| 65% | |
| 60% | |
| 55% | |
| 50% | |
| 45% | |

¹ Reference Site Condition ambient temperature.

² Initial Dependable Capacity must be within plus/minus 10% of the preferred capacity of 180 MW.

³ Use linear interpolation when the load values fall between the stated percentages.

| Percent of Dependable Capacity ² | Guaranteed Heat Rate (HHV) (Btu/kWh) ³ |
|---|---|
| 40% | |
| 35% | |
| 30% | |
| 25% | |
| 20% | |
| 15% | |
| 10% | |
| Minimum Load | |

Table 15.9: Guaranteed Phase 2 Heat Rates at Site Reference Conditions on Natural Gas

| Percent of Dependable Capacity ¹ | Guaranteed Heat Rate (HHV) (Btu/kWh) ² |
|---|---|
| 100% | |
| 95% | |
| 90% | |
| 85% | |
| 80% | |
| 75% | |
| 70% | |
| 65% | |
| 60% | |
| 55% | |
| 50% | |
| 45% | |
| 40% | |
| 35% | |
| 30% | |

¹ Dependable Capacity must be within plus/minus 10% of the preferred capacity of 180 MW.

² Use linear interpolation when the load values fall between the stated percentages.

| Percent of Dependable Capacity ¹ | Guaranteed Heat Rate (HHV) (Btu/kWh) ² |
|---|---|
| 25% | |
| 20% | |
| 15% | |
| 10% | |
| Minimum Load | |

Table 15.10: Guaranteed Phase 2 Heat Rate Correction Curve for Air Temperature Variations

| Temperature, %F | K _t ,%, ULSD | K _t ,%, Natural Gas |
|-------------------------|-------------------------|--------------------------------|
| 110 | | |
| 105 | | |
| 100 | | |
| 95 | | |
| 88.9¹ | | |
| 85 | | |
| 80 | | |
| 75 | | |
| 70 | | |
| 65 | | |
| 60 | | |

15.6 Supplemental Charges

15.6.1 Startup Charges

The Bidder shall propose in the Tables in this Section 15.6.1 fuel consumption values for startups of the individual Units installed at the Facility under the three different startup conditions. These values will be used to determine the allocation of Fuel cost between the Bidder and GPA depending upon which party is responsible for a particular startup. The Bidders shall provide necessary technical justification for fuel consumption values included this Section 15.6.1. The Bidder shall propose in this Section 15.6.1 costs other than Fuel that are associated with each type of startup, such as incremental major maintenance costs. These values will be used to determine Supplemental Charges owed by GPA for GPA dispatch related startups.

¹ Reference Site Condition ambient temperature.

Table 15.11: Fuel Consumption per Unit For Startups

| Type od Start | Cold Start | | Warm Start | | Hot Start | |
|-------------------------------|------------|----|------------|----|-----------|----|
| | ULSD | NG | ULSD | NG | ULSD | NG |
| Fuel Consumption, MMBTU (HHV) | | | | | | |

Table 15.12: Non-Fuel Supplemental Charge For Startups

| Type od Start | Cold Start | | Warm Start | | Hot Start | |
|--|------------|----|------------|----|-----------|----|
| | ULSD | NG | ULSD | NG | ULSD | NG |
| Phase 1 Non-Fuel Supplemental Charge, US\$/start | | | | | | |
| Phase 2 Non-Fuel Supplemental Charge, US\$/start | | | | | | |

15.6.2 Synchronous Condenser O&M Charges

The Bidder shall propose in the Tables in this Section 15.6.2 O&M charges for synchronous condenser. The O&M charges for operation of synchronous condenser will include Synchronous Condenser Fixed Hourly Charge for each hour when synchronous condenser is connected to the grid (SCFHC), and Synchronous Condenser VAR Propduction Charge (SCVARPC) for reactive power produced by the synchronous condenser.

Table 15.13: Synchronous Condenser Fixed Hourly Charge

| Agreement Period | SCFHC, USD/hr. |
|---|----------------|
| Commercial Operation Date through end of the Term | |

Table 15.14: Fixed Hourly Charge

| Agreement Period | SCVARPC, USD/VARh. |
|---|--------------------|
| Commercial Operation Date through end of the Term | |

15.7 Evaluated Present Value

The Proposals will be evaluated based on the Present Value of the total costs of system generation to GPA assuming the incorporation of the Facility into the system. The Present Value will be calculated using the simplified dispatch and cost spreadsheet to be provided as an Addendum to the IFMSB documents (the "Evaluation Model") and assuming the Facility characteristics, guarantees, and charges set forth in Bidder's Proposal and the assumptions described below.

15.7.1 Assumptions for Evaluation

- 1 Inflation Adjusted Indices: For purposes of evaluation, it will be assumed that the annual FOMC and the VOMC charges will remain constant (no index adjustments) for the duration of the ECA Term.
- 2 Discount Rate: For purposes of evaluation, the discount rate used to calculate the Present Value (PV) will be 7% on an annual basis.
- 3 Price of Fuel: Evaluation will be performed assuming operation on ULSD for Contract Years 1 through 3 and on Natural Gas for the remainder of the ECA Term. For purposes of evaluation, fuel prices will be based on the GPA fuel price forecast included in Section A, Appendix F
- 4 Land Lease Rent: GPA does not intend to assess a lease fee .
- 5 Taxes and Customs Duties: Bidder should include any and all taxes and customs duties that will apply over the term of the Project as of the Bid Date. Assume that there will be no unplanned changes in taxes and customs duties during the Term.
- 6 Plant Operating Parameters:
 - a) A 25-year system demand load forecast is provided in the Evaluation Model.
 - b) A 25-year system solar production forecast is also provided in the Evaluation Model. The evaluation assumes that this solar production is dispatched prior to dispatch of the Facility.
 - c) The Evaluation Model assumes that certain existing thermal units are dispatched on a forced basis ahead of the Facility for technical and/or contractual reasons.
 - d) The Facility is assumed to be dispatched to meet any system demand load requirement not met by the combined production from the solar facilities and forced dispatch of the existing thermal units as mentioned above.
 - e) Any residual demand load not met by the Facility is assumed to be served by dispatch of other existing thermal units prioritized in accordance with lowest marginal cost to the system.
- 7 Heat Rate: For purposes of evaluation, there will be no correction for changes in temperature or barometric pressure compared to the Reference Site Conditions as defined in Section C, or for degradation. However, the proposed temperature and load correction curves will be evaluated for reasonableness.
- 8 Supplemental Charges: For purposes of evaluation, it will be assumed that there will be 360 starts per Unit per Contract Year in addition to the annual startup allowance specified in Section B, Article 4.5.

For purposes of evaluation it will also be assumed that the synchronous condenser will be connected to the grid for [TBD] hours and produce [TBD] VARh per year.

- 9 In the case of a hybrid plant with both a Fossil Fuel Fired Component and a Renewable Component, the evaluation will assume that GPA will dispatch and purchase a certain amount of Excess Energy each Contract Year. The concept of Excess Energy is derived from the Renewable Component's potential to increase available Facility capacity beyond the Contracted Capacity. In the Evaluation Model, it will be assumed that the amount of Excess Energy for each

Contract Year equals [TBD] of the Guaranteed Amount of Renewable Energy for such year. The price of the Excess Energy will be equal to VOMC plus Fuel Charge. The Fuel Charge for Excess Energy will be calculated based on the Guaranteed Heat Rate corresponding to 100% load (entry A from Table 15.5 for Contract Years 1 through 3 and Table 15.6 for Contract Years 4 through 25).

15.7.2 Resulting Present Value

Total annual costs will be calculated based on the operating parameters outlined above. A Present Value of all contract years will be the basis of evaluation between bid proposals. The least cost proposal will be selected for award.





Legend

- Water Line, 2528m
- Treated Water Line, 2744m
- Transmission Line, 298m
- Sewer Line, 803m
- Fuel Line, 432m
- Existing Fuel Line To Be Removed
- Existing Fuel Line



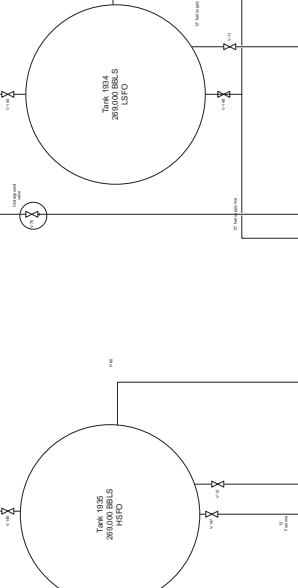
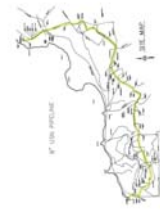
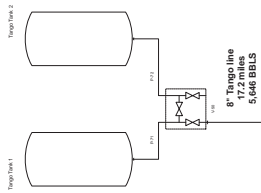
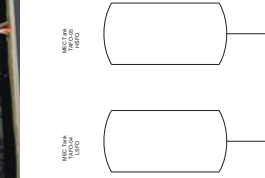
Guam Power Authority
New Generation Infrastructure Lot 5010-1New&5042-R1&5042-1

MAP CREATED BY:
 Timothy C.S. Muna
 GPA Engineering GIS Section

DISCLAIMER:
 The information provided is for informational purposes only and should not be used for design or analysis. All locations and distances are approximate.

Guam Power Authority - Fuel Oil Pipeline System

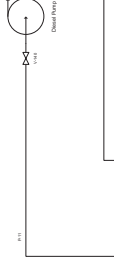
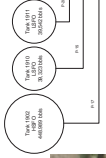
(NOT TO SCALE)



24" Tristar to Navy Tie in 9,822 BBLs



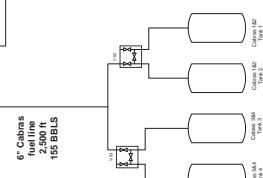
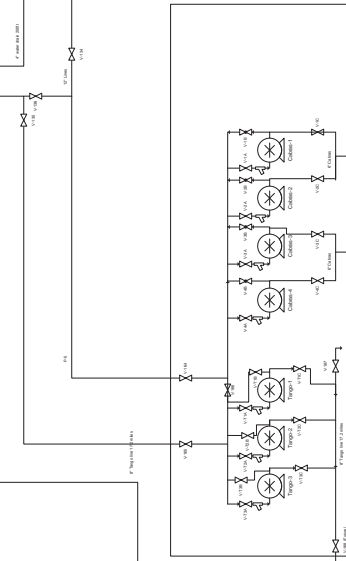
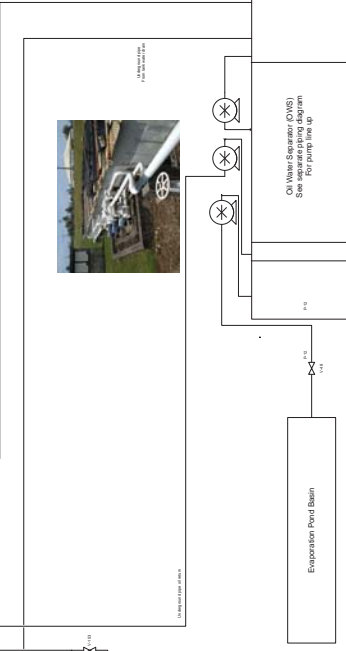
24" Navy Tie in to 2,490 ft 1,358 BBLs



24" pipe F-1 dock to Navy Tie in 5,851 BBLs



Tristar F-1 Dock



Guam Cobras Terminal Valve Alignment Table

Valve alignment table for 4000 and 2000 Gallons for the Fuel Plants

| LOCATION | VALVE NUMBER | VALVE TYPE | VALVE SIZE | VALVE STATUS | VALVE FUNCTION | VALVE OPERATOR |
|-----------|--------------|------------|------------|--------------|----------------|----------------|
| 1036 TANK | 1036-1 | Gate | 24" | Open | Isolation | Operator |
| | 1036-2 | Gate | 24" | Open | Isolation | Operator |
| | 1036-3 | Gate | 24" | Open | Isolation | Operator |
| | 1036-4 | Gate | 24" | Open | Isolation | Operator |
| | 1036-5 | Gate | 24" | Open | Isolation | Operator |
| | 1036-6 | Gate | 24" | Open | Isolation | Operator |
| | 1036-7 | Gate | 24" | Open | Isolation | Operator |
| | 1036-8 | Gate | 24" | Open | Isolation | Operator |
| | 1036-9 | Gate | 24" | Open | Isolation | Operator |
| | 1036-10 | Gate | 24" | Open | Isolation | Operator |
| | 1036-11 | Gate | 24" | Open | Isolation | Operator |
| | 1036-12 | Gate | 24" | Open | Isolation | Operator |
| 1034 TANK | 1034-1 | Gate | 24" | Open | Isolation | Operator |
| | 1034-2 | Gate | 24" | Open | Isolation | Operator |
| | 1034-3 | Gate | 24" | Open | Isolation | Operator |
| | 1034-4 | Gate | 24" | Open | Isolation | Operator |
| | 1034-5 | Gate | 24" | Open | Isolation | Operator |
| | 1034-6 | Gate | 24" | Open | Isolation | Operator |
| | 1034-7 | Gate | 24" | Open | Isolation | Operator |
| | 1034-8 | Gate | 24" | Open | Isolation | Operator |
| | 1034-9 | Gate | 24" | Open | Isolation | Operator |
| | 1034-10 | Gate | 24" | Open | Isolation | Operator |
| | 1034-11 | Gate | 24" | Open | Isolation | Operator |
| | 1034-12 | Gate | 24" | Open | Isolation | Operator |



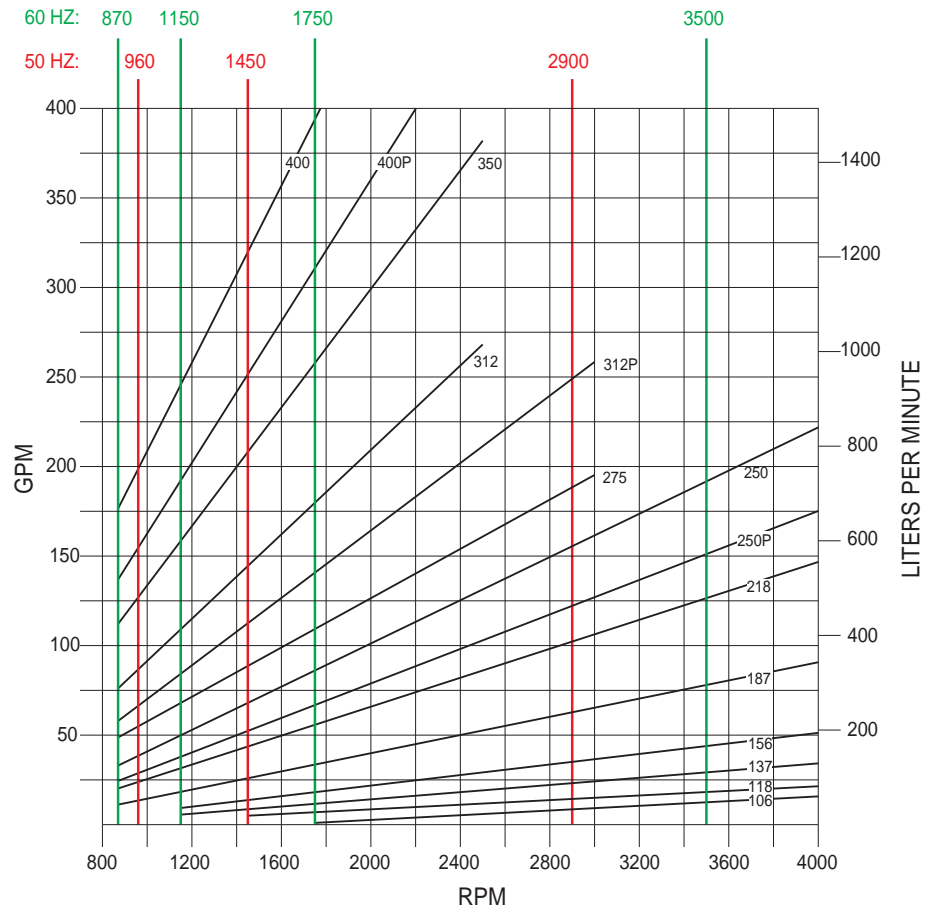
6D SERIES THREE SCREW PUMPS



The reliable pump people

ROTARY SCREW PUMPS

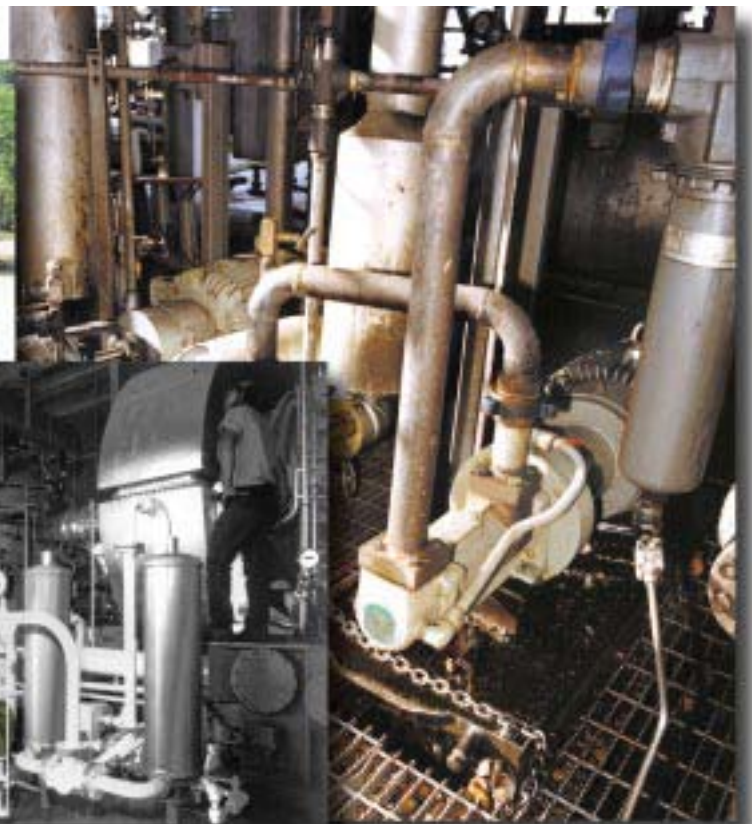
Performance Shown at 1000 PSID (70 BAR), 200 SSU (43 CST)



On the cover...6D-250 pump typical for sizes 218-400 shown with standard (top) inlet position. Outlet socket weld adapter is included with pump.



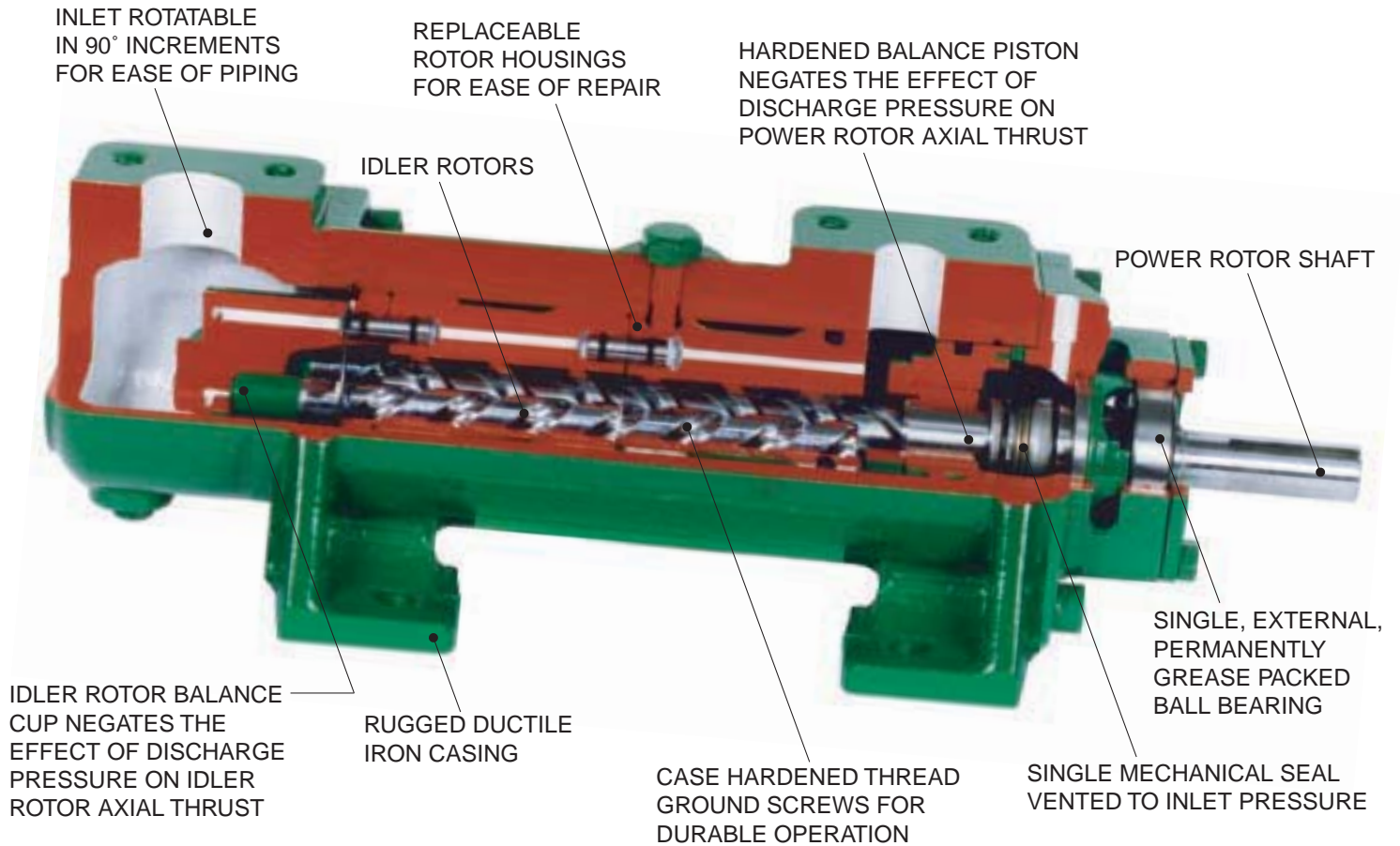
(16) 6D-312 pumps on crude oil pipeline service in the Pacific Rim area



6D-118 pump on pipeline turbo compressor gas sealing service

Sealless Mag drive 6D-156 pump on turbo expander gas sealing service

Imo Series 6D Pump



Model Code Example: A 6D B - 218

Design Prefix _____

Series _____

Rotor Size _____

Shaft Seal & Bearing _____

Shown above: 6D-118 typical of sizes 106 through 187

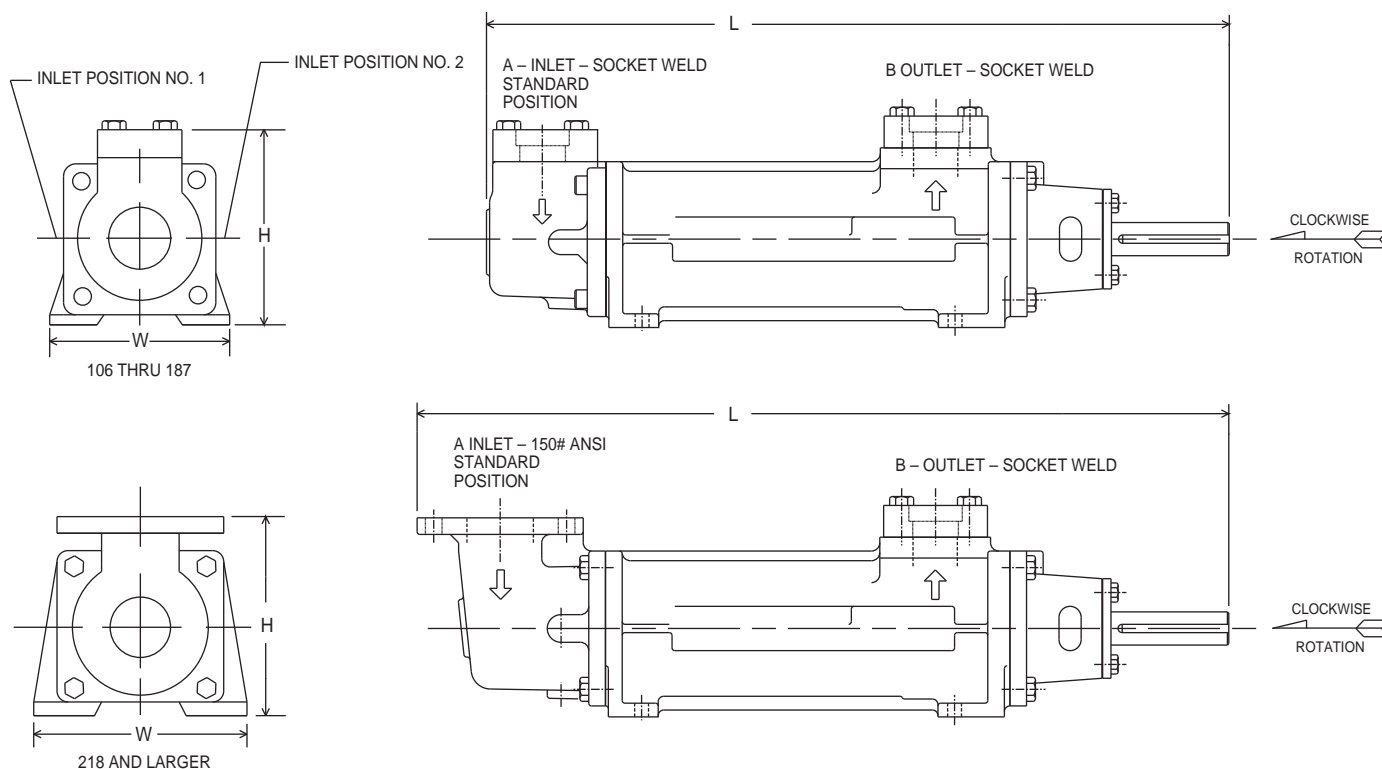
Specifications

| | |
|---------------------------|--|
| Casing | High shock capacity ductile (nodular) iron. Consult Imo for steel case availability. |
| Rotor Housing | Pearlitic gray iron for rotor sizes 106 through 187; bronze sizes 218 and larger. |
| Power Rotor | Alloy steel, nitride hardened and thread ground. |
| Idler Rotors | Pearlitic gray iron, induction hardened and thread ground for sizes 106 through 187; alloy steel, nitride hardened and thread ground sizes 218 and larger. |
| Gaskets | Cellulose and non-asbestos fiber. |
| Seal & Bearing | Type B: Buna N bellows mechanical seal, Buna N O-rings and standard external, permanently grease packed, deep groove ball bearing – recommended for distillate fuels and lubricating oil or hydraulic fluids. Type H: Positive drive mechanical seal, fluorocarbon O-rings and external high temperature, permanently grease packed, deep groove ball bearing. Sealless magnetic drive also available. |
| Accessories | Completely mounted, built to order pump/driver assemblies are available with baseplates, ANSI RF spool pieces, NEMA 'C' face adapters. |
| Outlet Pressure | 1500 PSIG (103 BAR) maximum for lube, seal and hydraulic oils. 1000 PSIG (70 BAR) maximum for distillate, residual and crude oils. Minimum recommended differential pressure is 40 PSI (2.8 BAR). |
| Inlet Pressure | Type B & H: 75 PSIG (5 BAR) maximum, sizes 106-187 50 PSIG (3 BAR) maximum, sizes 218-400 |
| Viscosity | 33 SSU (2.0 CST) minimum Type B: 3000 SSU (650 CST) maximum (consider cold start) Type H: Viscosities above 3000 SSU (650 CST) |
| Temperature | Type B: 0 to 180°F (-18 to 82°C) Type H: Sizes 106-187: 0 to 250°F (-18 to 121°C) for <1800 RPM 0 to 225°F (-18 to 107°C) for > 1800 RPM Sizes 218 and up: 0 to 200°F (-18 to 93°C) |
| Speed | See curve termination for maximum speed. Do not exceed 1800 RPM when pumping residual fuels or crude oil due to the presence of abrasives and contaminants. |
| Drive | Direct only. Magnetic drive also available to 200 HP at 3500 RPM. |
| Rotation | Clockwise facing pump shaft. |
| Mounting | May be foot mounted in any orientation. Flange mounting optional for certain applications. |
| Filtration | Inlet strainers are required to keep contaminants and abrasives out of the pump. They must be selected in consultation with the strainer vendor to prevent pump starvation. Normally, 60 mesh (0.01 inch- 238 micron) for light and 1/8-3/16 inch (3-5mm) openings for heavy oils are recommended. |

4-400 GPM (16-1514 L/M) Pressure to 1500 PSIG (103 BAR)

Series 6D lmo pumps are intended for relatively high pressure service on petroleum or similar viscosity liquids. Typical applications include crude oil pipeline service, fuel atomization for burning in a steam boiler, fuel injection for combustion gas turbines, fluid power service on hydraulically operated machinery, gas sealing in centrifugal compressors and hydrostatic bearing support.

These pumps are hydraulically balanced in both the axial and radial directions which eliminates bearing loads due to discharge pressure. The single bearing is external to the liquid pumped and does not rely on the lubricating qualities of the pumped liquid. The single mechanical seal is exposed only to inlet pressure. Very low airborne noise levels are normal for lmo three screw positive displacement pumps as are high operating efficiencies and non-pulsating delivery of flow.



| SIZE | A | | B | | H | | L | | W | | WEIGHT | |
|------|-------|-------|-------|-------|-------|-----|------|------|------|-----|--------|------|
| | INCH | MM | INCH | MM | INCH | MM | INCH | MM | INCH | MM | LBS. | KG |
| 106 | 1 | 25.4 | 1 | 25.4 | 6.8 | 172 | 18.4 | 468 | 6 | 153 | 49 | 22.2 |
| 118 | 1-1/2 | 38.1 | 1 | 25.4 | 7 | 189 | 19.6 | 498 | 6.3 | 161 | 57 | 25.9 |
| 137 | 1-1/2 | 38.1 | 1 | 25.4 | 7.3 | 185 | 21.7 | 552 | 6.5 | 166 | 71 | 32.2 |
| 156 | 2 | 50.8 | 1-1/2 | 38.1 | 7.8 | 197 | 24.2 | 615 | 7 | 178 | 83 | 37.7 |
| 187 | 2 | 50.8 | 1-1/2 | 38.1 | 8.3 | 210 | 26.5 | 674 | 7.5 | 191 | 117 | 53 |
| 218 | 2-1/2 | 63.5 | 2 | 50.8 | 9 | 244 | 36.5 | 928 | 9 | 228 | 204 | 93 |
| 250 | 3 | 76.2 | 2-1/2 | 63.5 | 10.75 | 280 | 39.9 | 1014 | 10 | 254 | 309 | 140 |
| 275 | 3 | 76.2 | 3 | 76.2 | 11.12 | 313 | 42 | 1067 | 11 | 280 | 350 | 159 |
| 312 | 4 | 101.6 | 3 | 76.2 | 11.75 | 331 | 46 | 1169 | 12 | 305 | 392 | 177 |
| 350 | 5 | 127 | 4 | 101.6 | 13.25 | 412 | 50.4 | 1281 | 13 | 331 | 510 | 231 |
| 400 | 6 | 152.4 | 4 | 101.6 | 16 | 432 | 55 | 1397 | 14 | 356 | 845 | 383 |

The Reliable Pump People



A Member of the
COLFAX PUMP GROUP

Imo Pump

1710 Airport Road
PO Box 5020
Monroe, NC
28111.5020
USA

tel +1 (704) 289 6511
fax +1 (704) 289 9273

E-mail

Imo.Pump@ColfaxCorp.com

Internet

<http://www.imo-pump.com>



ALLWEILER



HOUTTUIN



IMO PUMP



WARREN



COLFAX PUMP GROUP



Quality Management System

Tango #1 Pump & Motor

MOTOR Manufacturer: GENERAL ELECTRIC

| | |
|-----------------------------------|---------------------------------------|
| ID # 7517E-A07A15OR059M | DESIGN B |
| H.P. 100 | PHASE 3 |
| HERTZ 60 | ENCL TE |
| FRAME 405T | CODE 6 |
| TYPE L | NEMA NO. EFF 92.4 |
| MAX AMBIENT 40 *C | |
| DRIVE END BEARING 6217-JC3 | OPP DRIVE END BEARING 6214-JC3 |

PUMP Manufacturer: IMO

| |
|----------------------------|
| TYPE A6DH-275 |
| SERIAL NO. 515759-2 |

Tango #2 Pump & Motor

MOTOR Manufacturer: GENERAL ELECTRIC

| | |
|----------------------------------|--|
| MODEL 5KG405CS226P | SERIAL NO 6253011 |
| H.P. 100 | SERVICE FACTOR 1.15 |
| RPM 1780 | TIME RATING CONT. |
| VOLTS 460 | PHASE 3 HERTZ 60 |
| AMP 115 | MAX KVAR 24.2 |
| 40 DEG *C MAX AMB | INS CLASS F NEMA DESIGN C FC |
| 405T FRAME KG TYPE | NEMA NOM EFF 93 |
| DRIVE END BEARING 6316Z | OPP DRIVE END BEARING 6316Z |

PUMP Manufacturer: IMO

| |
|----------------------------|
| TYPE A6DH-275 |
| SERIAL NO. 118932-2 |

Tango #3 Pump & Motor

MOTOR Manufacturer: SIEMENS

| | |
|---|---|
| ORD NO. 1LAO4444SE4N | HERTZ 60 |
| TYPE RGZESD | FRAME B444T |
| H.P. 125 | SERVICE FACTOR 1.15 |
| AMPS 143 | VOLTS 460 |
| RPM 1785 | WEIGHT 2000 |
| DUTY CONT 40 *C AMB | DATE CODE A04 |
| CLASS INSUL F NEMA DESIGN B | KVA CODE G NEMA NOM. EFF 95.0 |
| DRIVE END BEARING 90BCO3JP3 | OPP DRIVE END BEARING 80BCO3JP3 |
| FOR DIRECT CONNECTION ONLY | |
| SP HTR 115V 24H H1-H2 | 2006056001 |

PUMP Manufacturer: IMO

| |
|------------------------------|
| SERIAL N6550-3 |
| PART NO. 3217 / 321-4 |
| TYPE A6DH-275 |

List of Surety Companies Licensed To Do Business In Guam

NAMES AND ADDRESSES OF INSURANCE COMPANIES
AND THEIR GENERAL AGENTS
LICENSED TO TRANSACT INSURANCE BUSINESS IN GUAM

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

NAME AND ADDRESS
OF GENERAL AGENT

Ambac Assurance Corporation
One State Street Plaza
New York NY 10004

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

American Home Assurance Co
70 Pine Street
New York NY 10270

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

American International Assurance
Company (Bermuda) LTD
29 Richmond Road
Pembroke HKO8 Bermuda

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

American International Life
Assurance Company
P O Box 727
Wall Street Station
New York NY 10268

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Amwest Surety Insurance Co
5230 Las Virgenes Road
Calabasas CA 91302

Takagi & Associates Inc
414 W Soledad Avenue Suite 100
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Argonaut Insurance Co
250 Middlefield Road
Menlo Park CA 94025

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Balboa Insurance Co
18581 Teller Avenue
Irvine CA 92612

Balboa Life Insurance Co
18581 Teller Avenue
Irvine CA 92612

Capital Markets Assurance
Corporation
113 King Street
Armonk NY 10504

Central States Indemnity Co.
of Omaha
P O Box 34350
Omaha NE 68134

CGU International Insurance PLC
Multinational Bancorporation Ctr 10th Flr
6805 Ayala Avenue
Makati City Philippines

Chung Kuo Insurance Co Ltd
10th Floor ICBC Bldg
No 100 Chilin Road
Taipei Taiwan

Continental Insurance Co
CNA Plaza
Chicago IL 60685

NAME AND ADDRESS
OF GENERAL AGENT

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

AON Insurance Micronesia (Guam) I
Hengi Plaza #203
278 South Marine Drive
Tamuning GU 96911

Great National Ins Underwriters Inc
Great National Insurance Building
Chalan San Antonio
Tamuning GU 96911

Alpha Insurers
123 Archbishop Flores Street
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Cumberland Casualty & Surety Co
4311 W Waters Avenue #401
Tampa FL 33614

Dai-Tokyo Fire & Marine Insurance
Company Ltd The
25-3, Yoyogi 3-Chome Shlbuya-ku
Tokyo Japan

Dongbu Insurance Co
21-9 Cho-Dong, Chung-Gu
CPO Box 658
Seoul Korea 100

Eagle Pacific Insurance Co
2101 4th Avenue Suite 1700
Seattle WA 98121

Federal Insurance Co
P O Box 1615
Warren NJ 07061

Fireman's Fund Insurance Company
777 San Marin Drive
Novato CA 94998

First American Title Insurance Co
114 East Fifth Street
Santa Ana CA 92702

First Fire & Casualty Insurance
Hawaii Inc
P O Box 2866
Honolulu HI 96803

First Indemnity Insurance of Hawaii Inc
P O Box 2866
Honolulu HI 96803

NAME AND ADDRESS
OF GENERAL AGENT

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Pacific American Title Insurance &
Escrow Company
715 Chalan Machaute Suite 101
Maite GU 96927

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

First Insurance Company of Hawaii Ltd
P O Box 2866
Honolulu Hi 96803

First Liberty Insurance Corporation
175 Berkeley Street
Boston MA 02117

First Net Insurance Company
101 Agana Shopping Center
Hagatna GU 96910

General Security Insurance Company
Two World Trade Center
New York NY 10048

Gulf Insurance Company
4600 Fuller Drive
Irving Texas 75038

Insurance Company of North America
1601 Chestnut Street
P O Box 7716
Philadelphia PA 19192

Intercargo Insurance Company
1450 E American Lane 20th Floor
Schaumburg IL 60173

NAME AND ADDRESS
OF GENERAL AGENT

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building
Hagatna GU 96910

Anne Palacios
414 West Soledad Avenue
GCIC Building
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

LM Insurance Corporation
175 Berkeley Street
Boston MA 02117

Lumbermens Mutual Casualty Co
One Kemper Drive
Long Grove IL 60049

Manufacturers Life Insurance Co (USA)
P O Box 6400
Buffalo NY 14201-0604

MBIA Insurance Corporation
113 King Street
Armonk NY 10504

Mitsui Marine & Fire Insurance
Company LTD
9 Kanda Surugadai, 3-Chome
Chiyoda-Ku, Tokyo, Japan

MMI General Insurance Limited
135 C Kayen Chando
Sateena Mail Suite 207/208
Dededo GU 96912

National Union Fire Insurance
Company of Pittsburgh PA
70 Pine Street
New York NY 10270

National Western Life Insurance Co
850 East Anderson Lane
Austin TX 78752

NAME AND ADDRESS
OF GENERAL AGENT

Takagi & Associates Inc
414 W Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Hagatna Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Hagatna Shopping Center
Hagatna GU 96910

AON Insurance Micronesia (Guam) I
Hengi Plaza Suite 203
278 South Marine Drive
Tamuning GU 96911

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

Netcare Life & Health Insurance
101 Agana Shopping Center
Hagatna GU 96910

Nichido Fire & Marine Insurance Co
N0 3-16 Ginza 5-Chome Chuo-Ku
Tokyo 104 Japan

Nippon Fire & Marine Insurance
Company, Ltd.
2-10 Nihonbashi 2-Chome
Tokyo 103 Japan

Pacific Indemnity Insurance Company
P O Box 3580
Hagatna GU 96932

Reliance Insurance Company
Three Parkway
5th Floor Compliance Department
Philadelphia PA 19102

Reliance National Indemnity Company
Three Parkway
5th Floor Compliance Department
Philadelphia PA 19102

Safeco Insurance Co of America
Safeco Plaza
Seattle WA 98185

Seaboard Surety Company of NY
6225 Centennial Way
Baltimore MD 21209

NAME AND ADDRESS
OF GENERAL AGENT

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Nanbo Guam Ltd DBA:
Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 W O'Brien Drive
Hagatna GU 96910

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

St Paul Fire & Marine Insurance Co
385 Washington Street
St Paul MN 55102

Stewart Title Guaranty Company
PO Box 2029
Houston TX 77252

Ticor Title Insurance Company
171 North Clark Street 6th Floor
Chicago IL 60601

Tokio Marine & Fire Insurance
Company Limited
2-1 Marunouchi 1-Chome Chiyoda-Ku
Tokyo Japan

Travelers Casualty and Surety Co
One Tower Square
Hartford CT 06183

Travelers Indemnity Company
One Tower Square
Hartford CT 06183

Travelers Insurance Company
One Tower Square
Hartford CT 06183

United Pacific Insurance Company
Three Parkway
Compliance Department 5th Floor
Philadelphia PA 19102

NAME AND ADDRESS
OF GENERAL AGENT

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Manu P. Melwani
715 Chalan Machaute Suite 101
Maite GU 96927

Title Guaranty of Guam
Hernan Cortez Avenue
Hagatna GU 96910

Nanbo Guam Ltd dba:
Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Moylan's Insurance Underwriters Inc
101 Agana Shopping Center
Hagatna GU 96910

Takagi & Associates Inc
414 West Soledad Avenue
GCIC Building Suite 100
Hagatna GU 96910

NAME AND HOME ADDRESS
OF INSURANCE COMPANY

United Services Automobile Assn
9800 Fredericksburg Road
San Antonio TX 78288

United States Fire Insurance Company
305 Madison Avenue
Morrison NJ 07960

UNUM Life Insurance Company
of America
2211 Congress Street
Portland ME 04122

USAA Casualty Insurance Company
9800 Fredericksburg Road
San Antonio TX 78288

USAA General Indemnity Company
9800 Fredericksburg Road
San Antonio TX 78288

Westport Insurance Corporation
P O Box 2979
Overland KA 66201

NAME AND ADDRESS
OF GENERAL AGENT

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Moylan's Insurance Underwriters
101 Agana Shopping Center
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

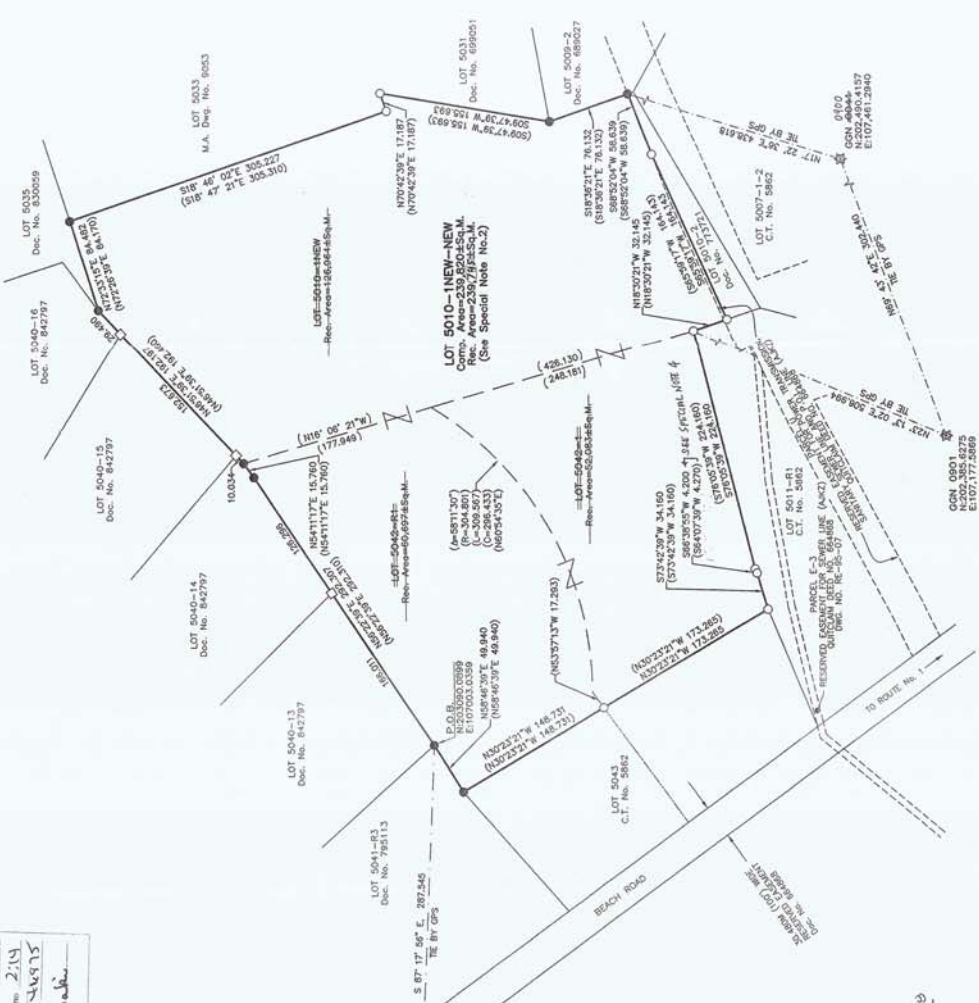
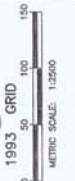
Cassidy's Associated Insurers Inc
376 West O'Brien Drive
Hagatna GU 96910

Nanbo Insurance Underwriters
434 West O'Brien Drive
Hagatna GU 96910

Calvo's Insurance Underwriters Inc
115 Chalan Santo Papa
Hagatna GU 96910

AON Insurance Micronesia (Guam) I
Hengi Plaza #203
278 South Marine Drive
Tamuning GU 96911

GOVERNMENT OF GUAM - Department of Land Management
 Office of the Recorder
 File for Record in Instrument Number **828721**
 On the Year **2011** Month **11** Day **15** Time **2:19**
 Recording Fee **35** Resubmitted No. **NA915**
 Deputy Recorder: **JANE T. HANUSIARI**



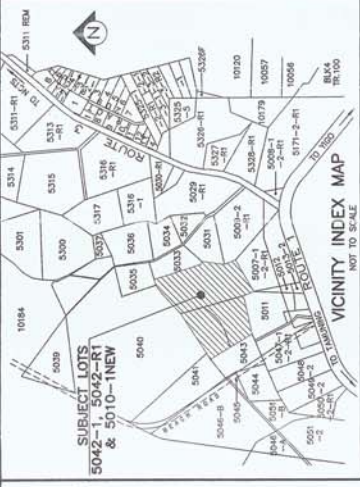
CGN 0448
 E1007181802
 S 87° 17' 56" E, 287.545
 TO BE BY GPS

CHECKED BY :
 FRANK R. TAVANO
 DATE: 8-28-18
 TIME: 10:18 AM
 EDUARDO R. TAGAMAN
 DATE: 11/9/18
 JOSE W. TON QUERERO
 DATE: 10/12/2019
 LINDA A. HIGHT II, GALLI, D.M.

REFERENCES :
 1. DWG No. F007-004-1, LOT PARCELING SURVEY OF LOT 5042, PREPARED BY PLS No. 19, L.M. No. 003-172006, Doc. No. 10017-2009, CONSOLIDATION SURVEY MAP OF LOT 5010-1 & LOT 5010-1NEW-NEW INTO LOT 5010-1NEW-NEW PARCELING SURVEY MAP FOR COURT DISTRIBUTION OF LOT 5042-1, SUBDIVISION SURVEY MAP FOR COURT DISTRIBUTION OF LOT 5042-1, PREPARED BY PLS No. 65, L.M. No. 10017-2009, Doc. No. 842797.

SPECIAL NOTES :
 1. PURSUANT TO PL 28-126, SECTION 1(9), CONSOLIDATION SURVEY MAP AND THEREFORE EXEMPTED FROM THE MAP PROCESSING REQUIREMENTS OF PL 28-126, SECTION 1(10).
 2. THE DIFFERENCE IN AREA BETWEEN THE COMPUTED AND RECORD IS DUE TO ACCEPTED FOUND CORNERS AND FIELD CONDITIONS.
 3. GUAM ANCESTRAL LANDS COMMISSION, COMMISSION ADJUDICATION FILE # 2009-001, DOC. NO. 791118.
 4. THIS LINE WAS "INTEREST" TO BECE P BETTER MATHEMATICAL CLOSENESS VERSUS THE RECORD.

SATISFACTORY TO AND APPROVED BY :
 JOSE W. TON QUERERO
 GENERAL MANAGER
 GUAM ANCESTRAL LANDS COMMISSION
 Doc. No. 924243 THROUGH 924243 INCLUSIVE
 Doc. No. 924244 THROUGH 924247 INCLUSIVE
 Doc. No. 924248 THROUGH 924249 INCLUSIVE
 DATE: 8-2-18



NOTES :
 1. SURVEY WAS BASED ON FOUND CORNERS AS SHOWN.
 2. ALL DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED.
 3. 1993 GRID AND DISTANCES WITHIN THE PARENTS ARE RECORD DATA, ALL OTHERS ARE SUBJECT LOTS ARE WITHIN THE NORTHERN ADJACENT.
 4. SUBJECT LOTS ARE WITHIN THE NORTHERN ADJACENT.
 5. AS-BUILTS ARE INDICATED ON PLAT AS OF APPROVAL OF THIS MAP.

LEGEND :
 X GGN STATION
 [Symbol] CONCRETE MONUMENT FOUND WITH PLASTIC CAP MARKED PLS 65
 [Symbol] CONCRETE MONUMENT FOUND WITH PLASTIC CAP MARKED PLS 19 (ACCEPTED AS CORNER)
 [Symbol] 64 REBAR FOUND WITH PLASTIC CAP MARKED PLS 1-2
 [Symbol] 64 REBAR FOUND WITH PLASTIC CAP MARKED PLS 65
 [Symbol] SET #4 REBAR WITH PLASTIC CAP MARKED PLS 65

CERTIFICATE OF GUAM CHIEF SURVEYOR
 THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH TITLE 21, GUAM CODE ANNOTATED, CHAPTER 62, SUBCHAPTER 62-1, AND REGULATIONS THEREUNDER ON THIS DATE OF 10/19/18.
 GUAM CHIEF SURVEYOR/CHIEF OF COURSE
 DATE: 10/19/18

CERTIFICATE OF GUAM CHIEF PLANNER
 APPROVAL PURSUANT TO TITLE 21, GUAM CODE ANNOTATED, CHAPTER 61, ZONING LAW AND CHAPTER 62, SUBCHAPTER 62-1.
 GUAM CHIEF PLANNER
 DATE: 9-12-2018

CERTIFICATE OF SURVEYOR
 I, NETHERSON C. GONZALEZ, A PROFESSIONAL SURVEYOR, THAT IT IS BASED ON A FIELD SURVEY MADE ON THIS DATE THAT I AM RESPONSIBLE FOR THE ACCURACY OF ALL DATA AND INFORMATION HEREON. I HEREBY CERTIFY THAT THE CHARACTER AND OCCUPY THE POSITION INDICATED ON THIS MAP.
 NETHERSON C. GONZALEZ
 REGISTERED PLS No. 65
 DATE: 8/28/18

CONSOLIDATION SURVEY MAP
 OF
 LOTS 5010-1NEW, 5042-1 AND
 5042-R1 INTO
 LOT 5010-1NEW-NEW
 PLACE OF UQUIL, MUNICIPALITY OF DEDEDO
 SEC. 3

| FIELD | NO. & DATE | DATE | LOT DATA |
|--------------------------------|-------------|-------------|---|
| BOOK No. | DOY/2017-08 | AUG. 2018 | REVISED HARMON AFFORDANCE BASE |
| COMPUTED | CDH | AUG. 2018 | CIVIL CASE NO. 33-50 |
| DRAWN | CEH | JULY, 2018 | REG. OF TITLE No. 5982 |
| RESEARCHED | PHM | JULY, 2018 | CERTIFIED ON: 28 OCTOBER, 1992 |
| CHECKED | PHM | JULY, 2018 | IN THE NAME OF: THE GOVERNMENT OF GUAM FOR AND ON BEHALF OF UNITED STATES OF AMERICA |
| SATISFACTORY TO & APPROVED BY: | | | |
| SEE PLAN | | | |
| DWG No. | DOA-5-18-97 | SHC. 1 OF 1 | SCALE 1:2500 L.M. CHECK No. 338 - F00118 |