

**INVITATION FOR MULTI-STEP BID**

**NO.: GPA-082-15**

**ENERGY STORAGE SYSTEM**

**PHASE I**



**Volume IV**

**Appendices**

## APPENDIX A

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# Bid Checklists

## DOCUMENT RECEIPT CHECKLIST

Document Title	Proponent Initial
Volume I: Commercial Terms and Conditions	_____
Volume II: Technical Qualification Requirements	_____
Volume III: Energy Storage Contract (Draft)	_____
Volume IV: Appendices	_____
APPENDIX A – Bid Checklists	_____
APPENDIX B – Bid Bond Form and Instructions	_____
APPENDIX C – Major Shareholders Disclosure Affidavit	_____
APPENDIX D – Non-Collusion Affidavit	_____
APPENDIX E – Local Procurement Preference Application	_____
APPENDIX F – Performance Bond	_____
APPENDIX G – Vicinity Map	_____
APPENDIX H – GPA Energy Storage Feasibility Study	_____
APPENDIX I – Substation Existing Onelines	_____
APPENDIX J – No Gratuities or Kickbacks Affidavit	_____
APPENDIX K – Ethical Standards Affidavit	_____
APPENDIX L – Declaration Re Compliance with U.S. DOL Wage Determination	_____
APPENDIX M – Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property	_____
APPENDIX N – Deferred Payment Agreement (Sample)	_____
APPENDIX O – Qualitative Proposal Scoring Worksheet	_____
APPENDIX P – Priced Proposal Worksheet	_____
APPENDIX Q – Agana Substation As-Built Survey and Record Drawings	_____
APPENDIX R – Energy Storage System Power Curve	_____
APPENDIX S – System Frequency Data	_____
APPENDIX T – Guam Climate Data	_____
APPENDIX U – Frequency Regulation Duty Cycle PNNL-22010 Rev 2	_____
APPENDIX V – GPA Transmission Oneline	_____
APPENDIX W – Talofofo Substation As-Built Drawings	_____
APPENDIX X – 25 MW Solar Farm Output Data	_____
APPENDIX Y – Lot 421-R26 Preliminary Environmental Assessment	_____
Contiguous Amendment Notifications From Amendment No. 1 through	_____
Others:	_____

## TECHNICAL PROPOSAL SUBMITTAL CHECKLIST<sup>1</sup>

ITEM	QUANTITY (ORIGINALS)	QUANTITY (COPIES)	GPA INITIAL
1			
2			
3			
4			
4.1			
4.2			
4.3			
4.4			
4.5			
4.6			
4.7			
4.8			
4.9			
4.10			
4.11			
4.12			

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

<sup>2</sup> Proposal is subject to automatic disqualification if this article is not provided.

**APPENDIX B**

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**Bid Bond Form and Instructions**



# GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

## BID BOND

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 may 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 \_\_\_\_\_ 2015.

\_\_\_\_\_  
(PRINCIPAL) (SEAL)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

**SEE INSTRUCTIONS 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.

**APPENDIX C**

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**Major Shareholders 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 Disclosue 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:

Table with 3 columns: Name, Address, Percentage of Shares Held. Includes a row for '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:

Table with 3 columns: Name, Address, Amount of Commission Gratuity or other Compensation.

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 \_\_\_\_\_.

**APPENDIX D**

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**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 shame, 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 \_\_\_\_\_ 2015.

)Seal(

\_\_\_\_\_  
Notary Public

## **SPECIAL PROVISIONS**

All offerors are required to submit a current affidavit; failure to do so will mean disqualification and rejection of the proposal.

**APPENDIX E**

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**Local Procurement Preference  
Application**



# GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN  
P.O.BOX 2977 • AGANA, 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 Unites 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.*

## **APPENDIX F**

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# **Performance Bond**



## PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
(Name of Contractor)

herein after called CONTRACTOR and \_\_\_\_\_  
(Name of Surety)

a corporation duly organized under the laws of Guam (hereafter referred to as: "Surety") authorized to transact business in Guam as Surety, are held and firmly bound unto the Guam Power Authority, as obligee, for use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a Contract with the Guam Power Authority for the \_\_\_\_\_ in accordance with Drawings and Specifications prepared by the Guam Power Authority, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Guam Power Authority provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared to be in default under the Contract by the Guam Power Authority, and the Guam Power Authority has performed its Contract obligations, the Surety may promptly remedy the default or shall promptly:
  1. Complete the Contract in accordance with its terms and conditions; or
  2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Guam Power Authority and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Guam Power Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Guam Power Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.
- C. A claimant is defined as one having a direct contract with CONTRACTOR, or with a sub-contractor of CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

- D. The above-named Contractor and Surety hereby jointly and severally agree with the Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Guam Power Authority shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by a claimant:
1. Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following:  
  
CONTRACTOR, the Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to CONTRACTOR at any place the principal maintains an office or conducts its business.
  2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
  3. Other than in a court of competent jurisdiction in and for Guam.
- F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

IN THE PRESENCE OF:

(Note: If the Principles are Partners, each must execute the Bond)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(CONTRACTOR) (SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

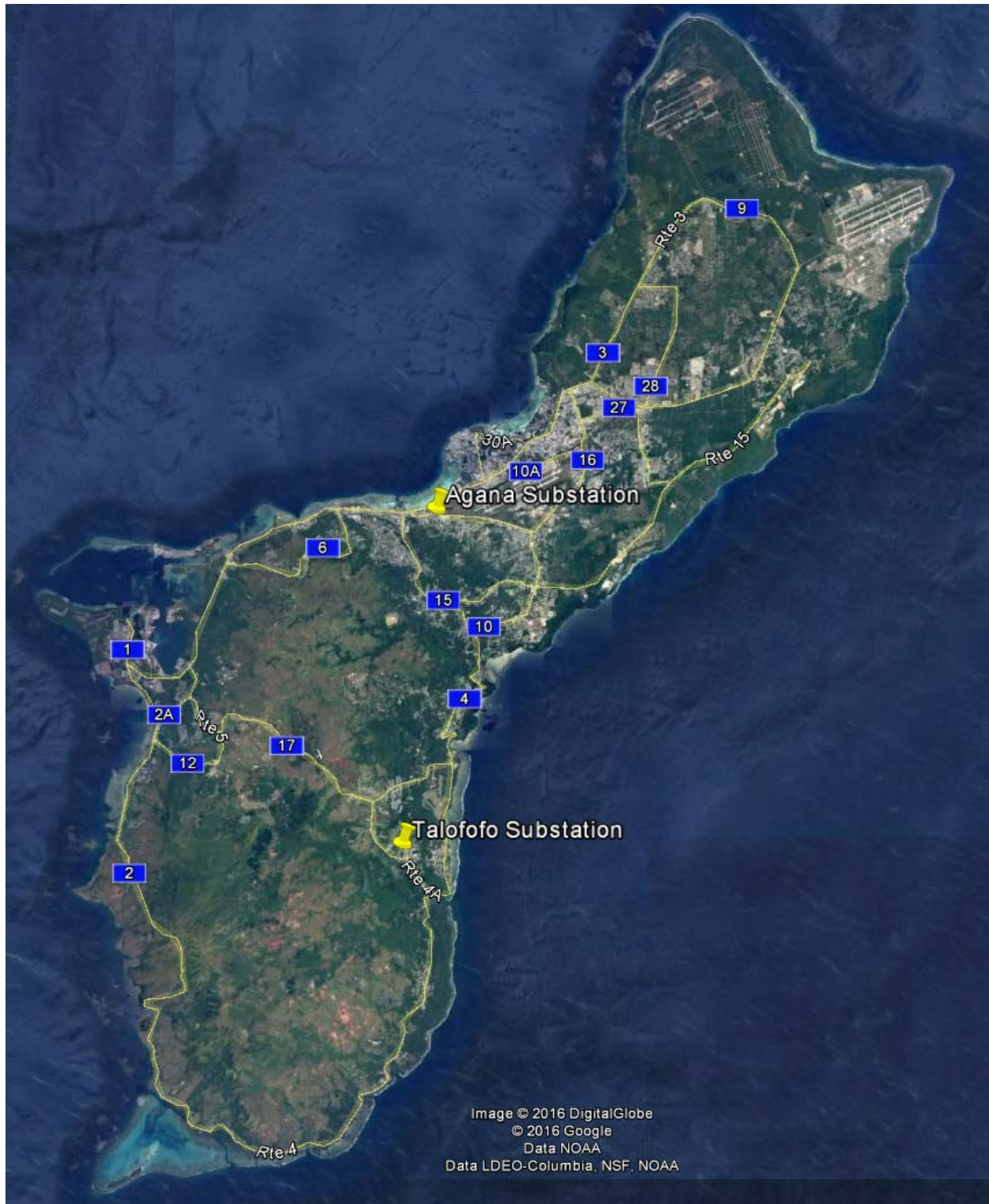
\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

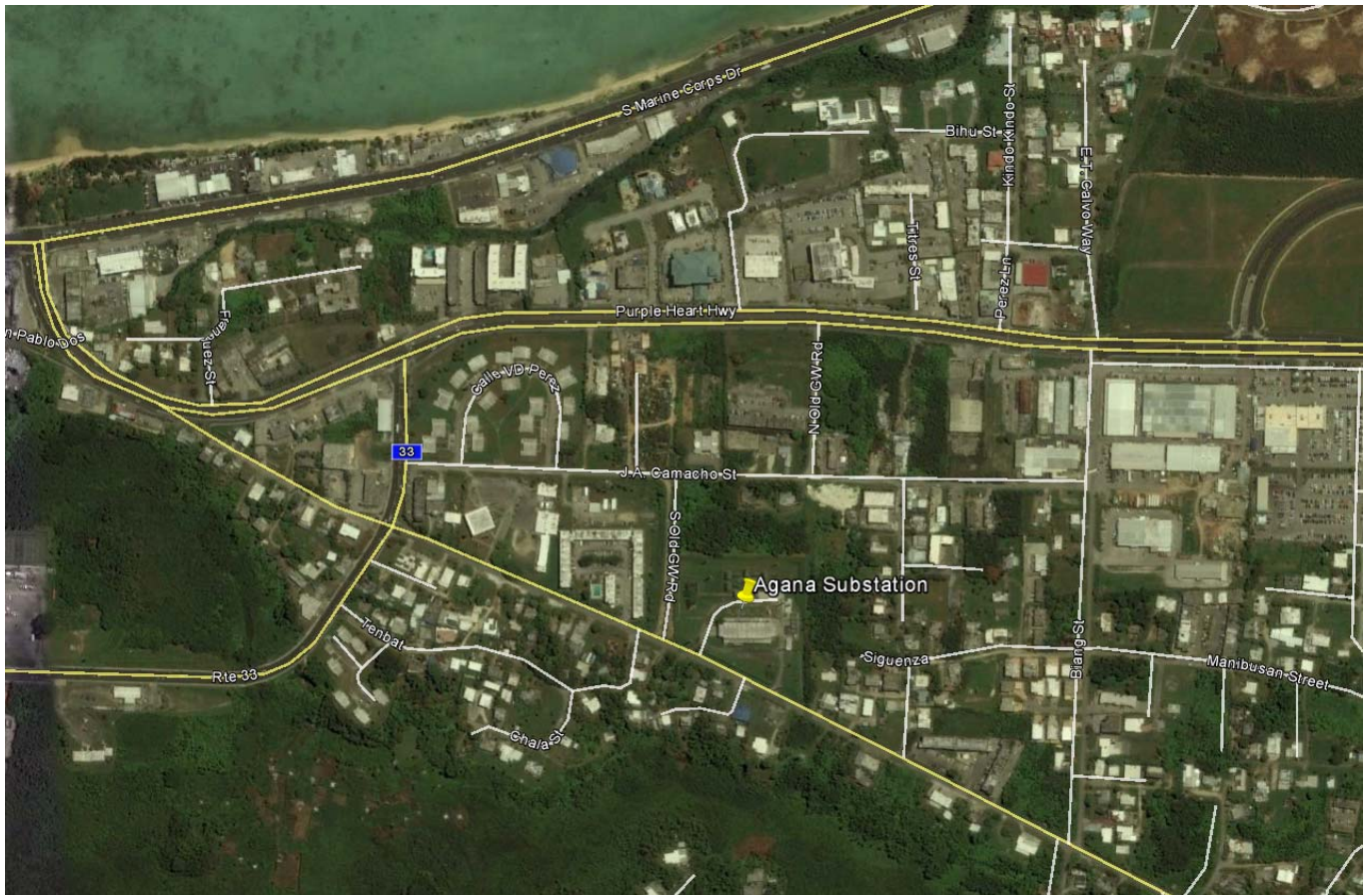
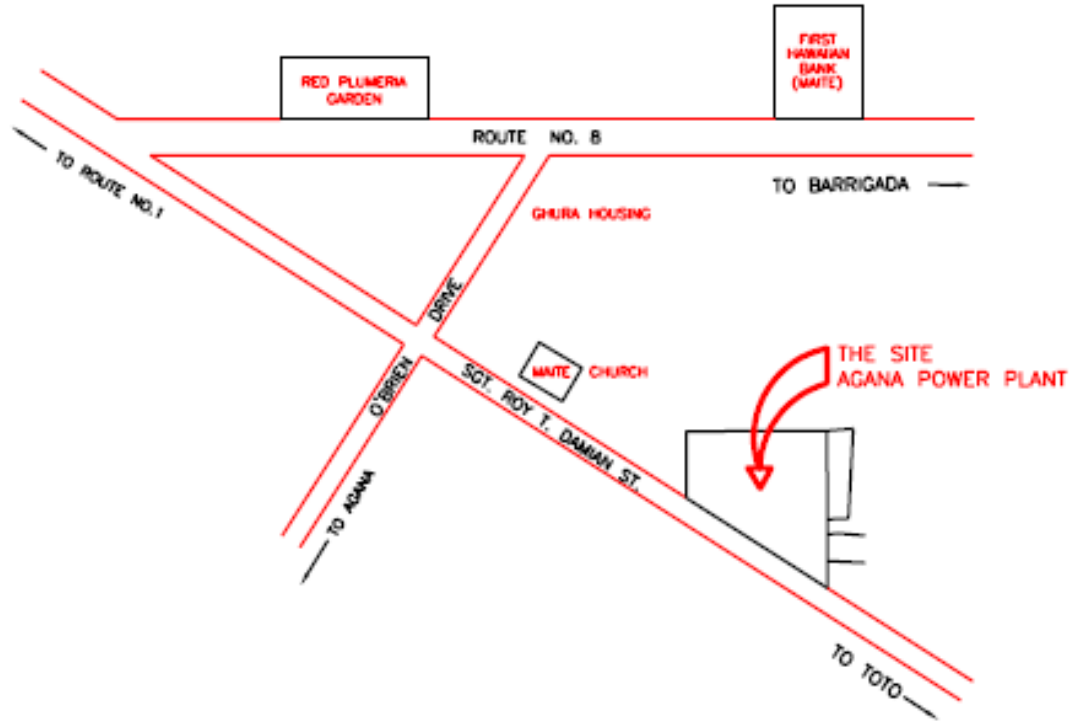
## **APPENDIX G**

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# **Vicinity Map**

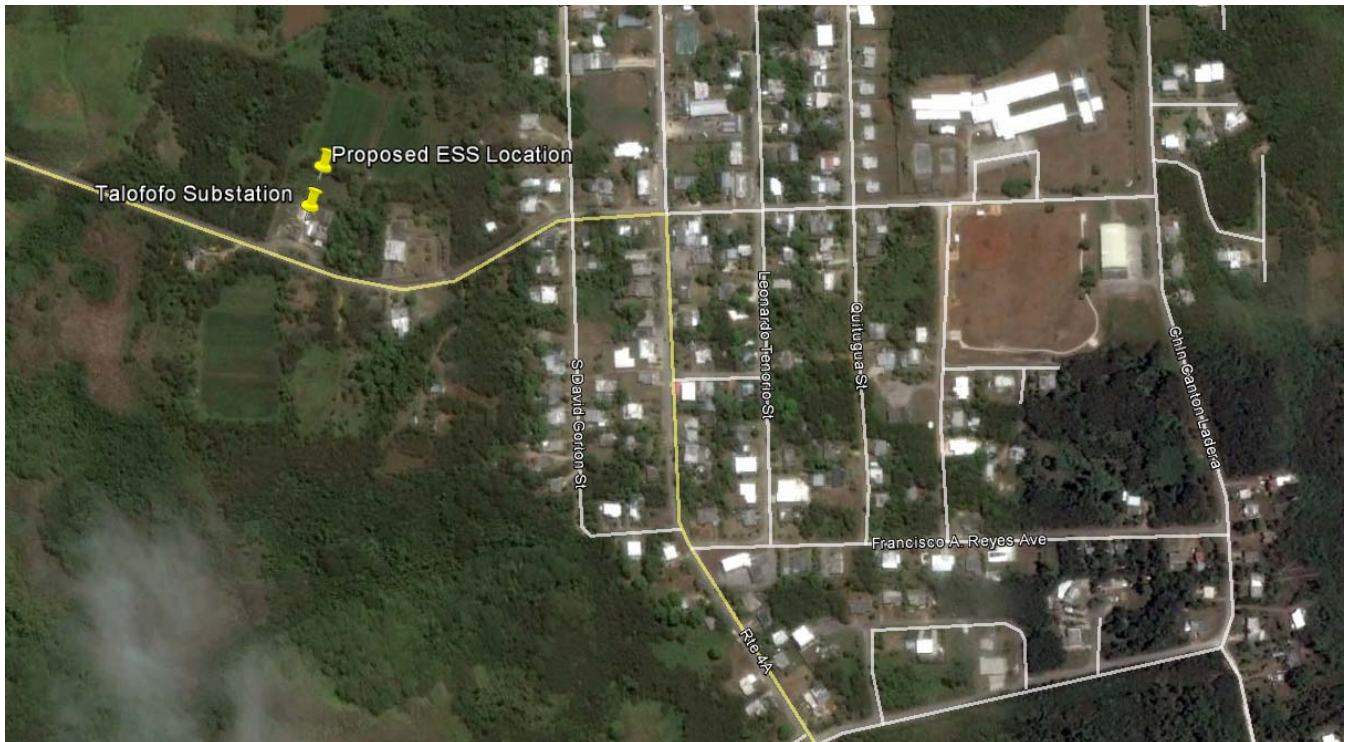
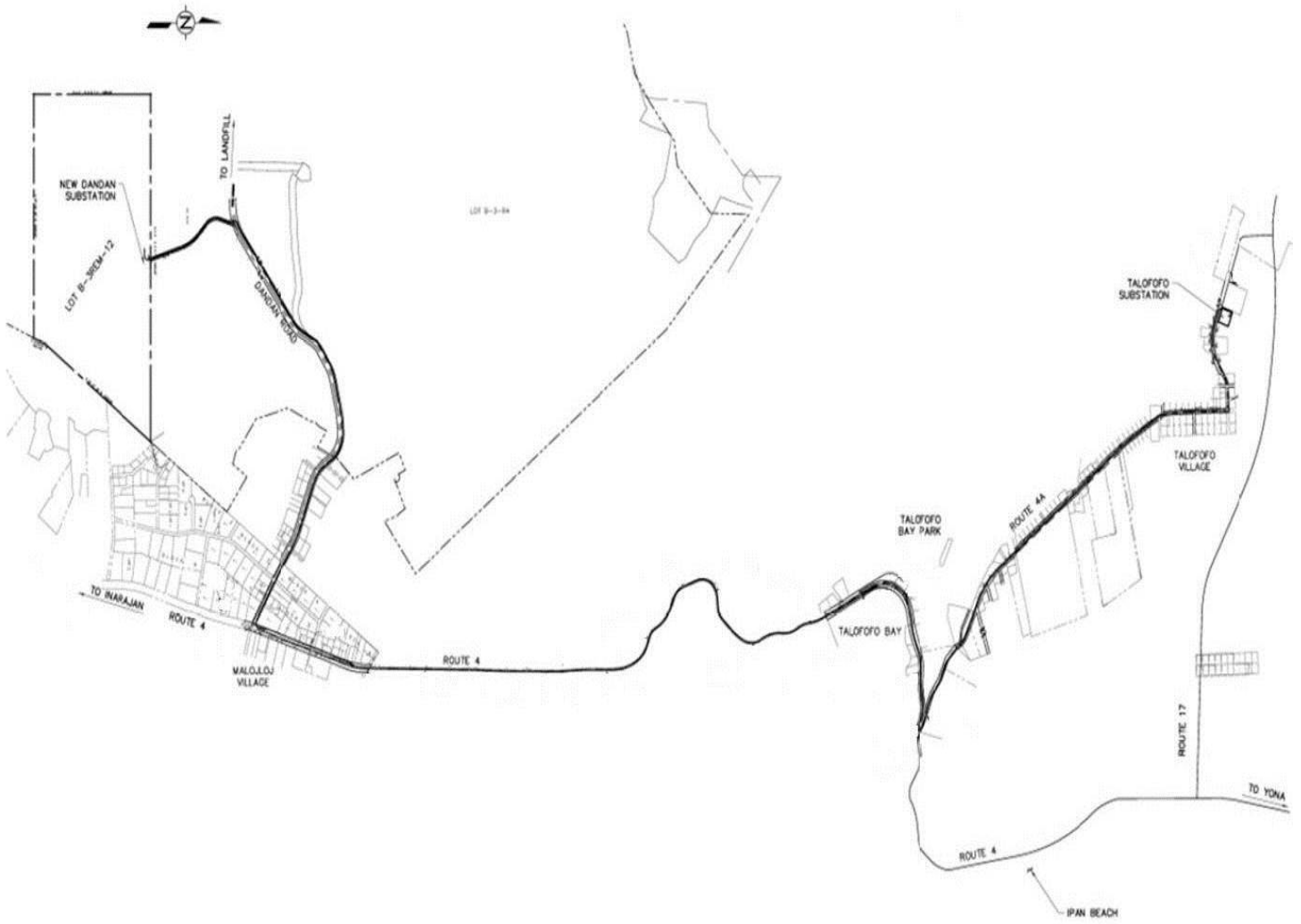


# AGANA SUBSTATION





# TALOFOFO SUBSTATION



## **APPENDIX H**

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# **GPA Energy Storage Feasibility Study**

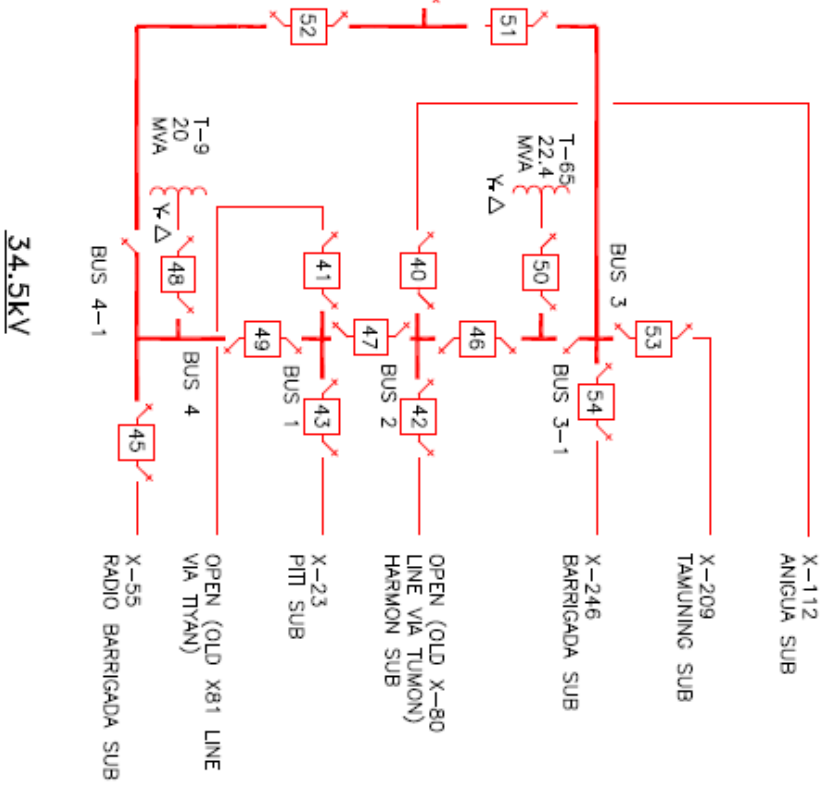
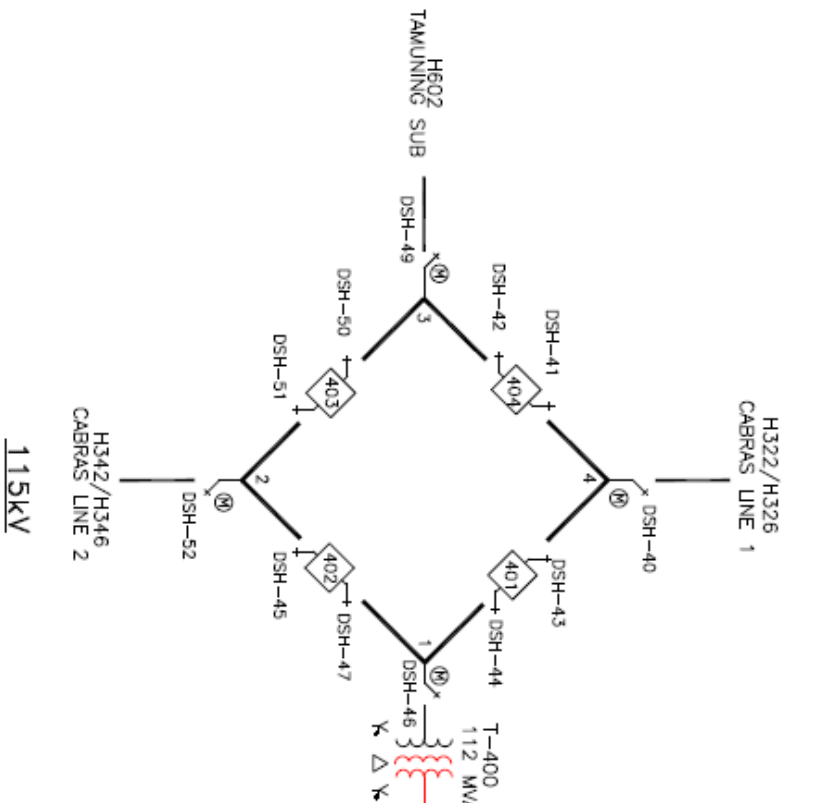
(Refer to electronic file folder “Appendix H - GPA Energy Storage Feasibility Study”)

## **APPENDIX I**

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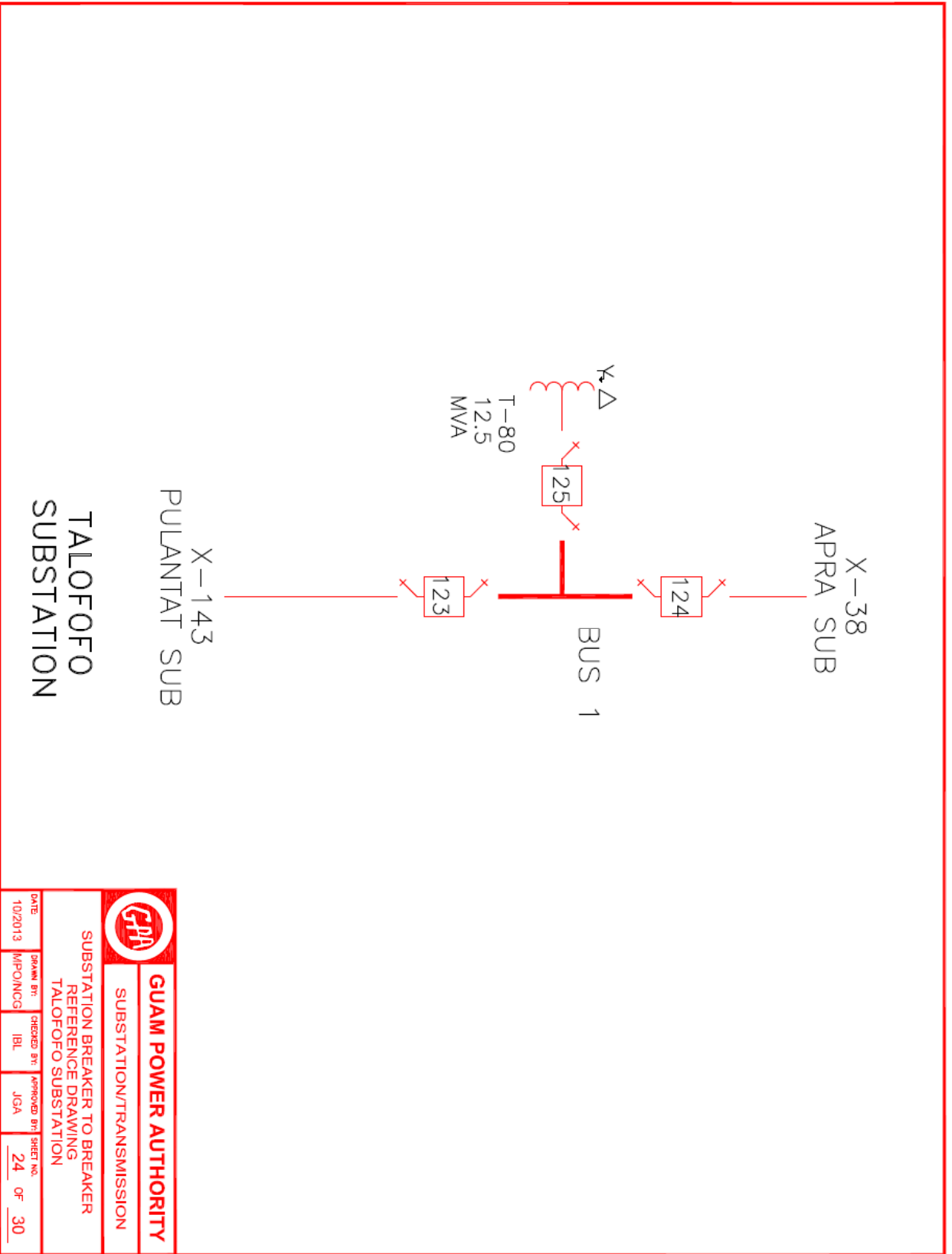
**Agana Substation Existing Oneline**  
**Talofofo Substation Existing Oneline**






AGANA SUBSTATION

<b>GPA</b>			
<b>GUAM POWER AUTHORITY</b>			
SUBSTATION/TRANSMISSION			
SUBSTATION BREAKER TO BREAKER			
REFERENCE DRAWING			
AGANA SUBSTATION			
DATE	DRAWN BY	DESIGNED BY	APPROVED BY
10/2013	W/PONING	IBL	JGA
			SHEET NO.
			2 OF 30



		<b>GUAM POWER AUTHORITY</b>	
		SUBSTATION/TRANSMISSION	
SUBSTATION BREAKER TO BREAKER REFERENCE DRAWING TALOFOFO SUBSTATION			
DATE	DRAWN BY:	CHECKED BY:	APPROVED BY:
10/2013	MP/ONG	IBL	JGA
			SHEET NO.
			24 OF 30

**APPENDIX J**

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**No Gratuities or Kickbacks Affidavit**

**NO GRATUITIES OR KICKBACKS AFFIDAVIT**

**AFFIDAVIT**  
(Offeror)

TERRITORY OF GUAM )

HAGATNA, GUAM )

SS:

\_\_\_\_\_, 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 \_\_\_\_\_, 2015.

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

## **APPENDIX K**

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# **Ethical Standards Affidavit**

**ETHICAL STANDARDS AFFIDAVIT**

**AFFIDAVIT**  
(Proposer)

TERRITORY OF GUAM )

HAGATNA, GUAM )

SS:

\_\_\_\_\_, 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 \_\_\_\_\_, 2015.

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

## **APPENDIX L**

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# **Declaration Re Compliance with US 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;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]



## **APPENDIX M**

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# **Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property**



# GUAM POWER AUTHORITY

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

## SPECIAL PROVISIONS

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

GCA 5 §5253(b) restricts the OFFEROR against employing convicted sex offenders from working at Government of Guam venues. It states:

(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.

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_  
In and for the Territory of Guam

My commission expires: \_\_\_\_\_

## **APPENDIX N**

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# **Deferred Payment Agreement (Sample)**

**DEFERRED PAYMENT AGREEMENT**

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, by and between: CONTRACTOR, \_\_\_\_\_, and GUAM POWER AUTHORITY (hereinafter "GPA").

**RECITAL**

**WHEREAS**, GPA and CONTRACTOR entered into a contract, \_\_\_\_\_, which commenced on \_\_\_\_\_ and completed on \_\_\_\_\_; and

**WHEREAS**, GPA and CONTRACTOR agreed to perform the contract scope of work under a financing plan; and

**WHEREAS**, the maximum principal amount is U.S. \$\_\_\_\_\_.

**WHEREAS, FOR VALUE RECEIVED**, the undersigned GPA (the "Borrower") hereby acknowledges the debt owed to CONTRACTOR (the "Lender") and promises to pay to the Lender at (Contractor's Address) the principal amount of \_\_\_\_\_, or otherwise adjusted by the parties, based on work performed by CONTRACTOR and invoiced to GPA and interest at the rate of \_\_\_\_% per annum on the unpaid balance. Payments will be made as follows:

1. GPA will pay thirty-six (36) equal monthly installments of \$\_\_\_\_\_ each. GPA's monthly payments shall not, in any month, or cumulative, exceed the amount of actual work performed and invoiced.
2. GPA will pay the first installment on \_\_\_\_\_.
3. Interest will accrue based on total cost of actual work performed and invoiced to GPA by CONTRACTOR, and a similar installment on the first day of each month after until the principal and interest have been paid in full.
4. Payments will be applied first on interest and then on principal.
5. GPA will pay the entire amount of the principal and interest within thirty-six (36) months ending in \_\_\_\_\_.
6. GPA may prepay all or any part of the principal without penalty.
7. Payment on interest for GPA's failure to make installment payments within 30 days shall be made in accordance with the provisions of the Prompt Payment Act (PPA), 5 GCA 22502-22507.

**WHEREAS**, CONTRACTOR agrees that the principal and interest payment shall start after upon completion and acceptance of the project.

This agreement shall be governed by, and construed and enforced in accordance with the laws of Guam.

**IN WITNESS WHEREOF** the parties hereto have caused this Deferred Payment Agreement to be executed on this date.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Guam Power Authority (GPA)  
General Manager

## **APPENDIX O**

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# **Qualitative Proposal Scoring Worksheet**

Qualitative Proposal Scoring Worksheet						
Item	Description	Item Weight (A)	Max Raw Rating Score (B)	Max Weighted Score (C)	Score (Lowest: 0, Highest: 5) (D)	Weighted Score (A x D)
<b>Project Approach</b>						
1	Adequate overall work plan to perform, meet and achieve the objectives	5	5	25		
2	Adequate work plan for each bid item	3	5	15		
<b>Engineering and Equipment Plan</b>						
3	Adequate engineering plan	3	5	15		
4	Adequate equipment plan	3	5	15		
<b>Energy Storage System Components and Technology</b>						
5	Suitability for specified applications	10	5	50		
6	Adequate track record for ESS performance	30	5	150		
7	Minimal environmental impact	5	5	25		
8	Minimal safety concerns	5	5	25		
<b>Experience of Proposed Project Team</b>						
9	Experience of project team members in ESS interconnection design	5	5	25		
10	Experience of project team members in ESS construction	5	5	25		
11	Knowledge and experience in complying with U.S. federal and local standards pertaining to the scope of work	3	5	15		
12	Adequate organizational chart with respective roles	3	5	15		
<b>Time of Delivery</b>						
13	Adequate project schedule	3	5	15		
14	Ability to complete project within the specified completion time	5	5	25		
<b>References</b>						
15	Adequate letters of reference or recommendation from previous clients of similar projects	3	5	15		
<b>Other Documents</b>						
16	Adequate insurance policy	3	5	15		
17	Adequate audited financial information as described in Volume I, Section 2.10.1.3	3	5	15		
18	Certificate of Good Standing to conduct business in jurisdiction of residence	3	5	15		
		100		500		
Final Score = (Total Weighted Score / 500) = %						

**Proposal shall be deemed unacceptable if "No" is checked for any of the following:**

- Bidder's proposal meets all requirements specified in Volume II, Section 4
- Bidder's project team meets all requirements specified in Volume II, Section 2.1.5

Yes


No

## **APPENDIX P**

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# **Priced Proposal Worksheet**

**Priced Proposal Worksheet  
Energy Storage System Phase I  
24 MW Agana Substation ESS**

**Bidder:** \_\_\_\_\_

**Basic Bid**

Item	Description	Unit	Qty	Material	Labor	Equipment	Total Cost
1	Mobilization	LS	1				
2	Permits, Bonds and Codes	LS	1				
3	Construction Site Survey and Surface Investigation	LS	1				
4	Interconnection Design	LS	1				
5	Installation Design	LS	1				
6	Equipment Cost, Procurement and Delivery	LS	1				
7	On-Site Construction, Installation and Interconnection	LS	1				
8	Commissioning and Performance Testing	LS	1				
9	Demobilization	LS	1				
10	Warranty	LS	1				
11	Environmental Clean-Up and Building Renovation	LS	1				

Basic Bid Total Cost: \_\_\_\_\_

Basic Bid Total Cost in Words: \_\_\_\_\_

**Additive Bid Item 1 – Full-Service Operations and Maintenance**

Year	Fixed O&M Fee
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Year	Fixed O&M Fee
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Year	Fixed O&M Fee
21	
22	
23	
24	
25	

Item	Description	Unit	Qty	Total Cost
<b>Additive Bid Item 2</b>	<b>Additional Spinning Reserve Capability</b>	LS	1	
<b>Additive Bid Item 3</b>	<b>Expansion Capability</b>	\$/MW	1	
<b>Additive Bid Item 4</b>	<b>5-Year Warranty Extension</b>	LS	1	
<b>Additive Bid Item 5</b>	<b>Underground Fiber Optic Communication Line</b>	LS	1	
<b>Additive Bid Item 6</b>	<b>Price Deduction Option for MW Capacity Size Reduction</b>	\$/MW	1	

\*All prices shall include overhead, administration costs, profit and applicable taxes.



**Priced Proposal Worksheet  
Energy Storage System Phase I  
16 MW Talofoto Substation ESS**

**Bidder:** \_\_\_\_\_

**Basic Bid**

Item	Description	Unit	Qty	Material	Labor	Equipment	Total Cost
1	Mobilization	LS	1				
2	Permits, Bonds and Codes	LS	1				
3	Construction Site Survey and Surface Investigation	LS	1				
4	Interconnection Design	LS	1				
5	Installation Design	LS	1				
6	Equipment Cost, Procurement and Delivery	LS	1				
7	On-Site Construction, Installation and Interconnection	LS	1				
8	Commissioning and Performance Testing	LS	1				
9	Demobilization	LS	1				
10	Warranty	LS	1				
11	Environmental Clean-Up and Building Renovation	LS	1				

Basic Bid Total Cost: \_\_\_\_\_

Basic Bid Total Cost in Words: \_\_\_\_\_

**Additive Bid Item 1 – Full-Service Operations and Maintenance**

Year	Fixed O&M Fee
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Year	Fixed O&M Fee
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Year	Fixed O&M Fee
21	
22	
23	
24	
25	

Item	Description	Unit	Qty	Total Cost
<b>Additive Bid Item 2</b>	<b>Additional Spinning Reserve Capability</b>	LS	1	
<b>Additive Bid Item 3</b>	<b>Expansion Capability</b>	\$/MW	1	
<b>Additive Bid Item 4</b>	<b>5-Year Warranty Extension</b>	LS	1	
<b>Additive Bid Item 5</b>	<b>Underground Fiber Optic Communication Line</b>	LS	1	
<b>Additive Bid Item 6</b>	<b>Price Deduction Option for MW Capacity Size Reduction</b>	\$/MW	1	

\*All prices shall include overhead, administration costs, profit and applicable taxes.

## APPENDIX Q

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# **Agana Substation As-Built Survey and Record Drawings**

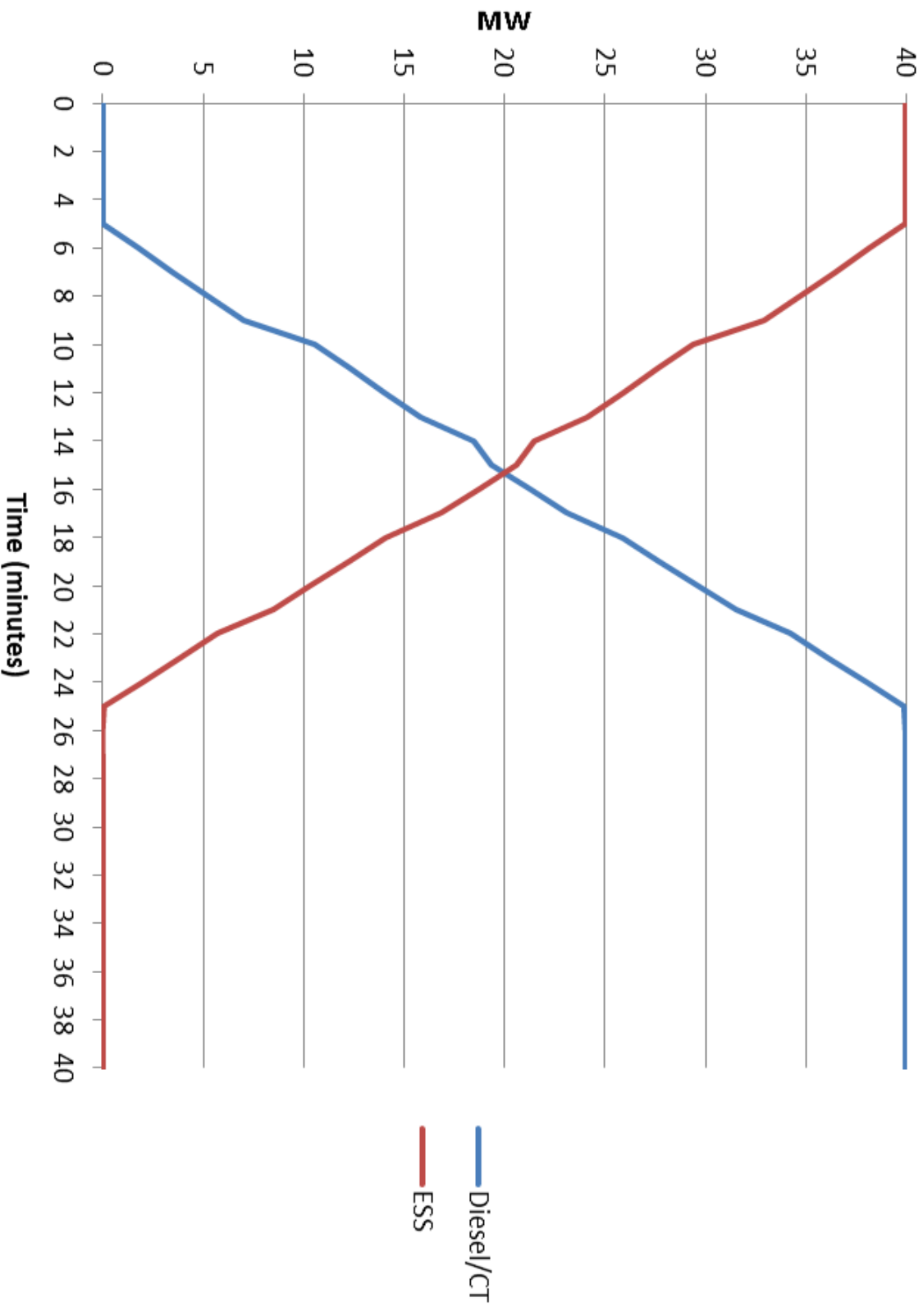
(Refer to electronic file folder “Appendix Q - Agana Substation As-Built Survey and Record Drawings”)

## **APPENDIX R**

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# **Energy Storage System Power Curve**

# Energy Storage System Power Curve



## **APPENDIX S**

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# **System Frequency Data**

(Refer to electronic file folder “Appendix S - System Frequency Data”)

## **APPENDIX T**

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# **Guam Climate Data**

(Refer to electronic file folder “Appendix T - Guam Climate Data”)

## APPENDIX U

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# **Frequency Regulation Duty Cycle PNNL-22010 Rev 2**

(Refer to electronic file folder “Appendix U – Frequency Regulation Duty Cycle”)

## **APPENDIX V**

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# **GPA Transmission Online**

(Refer to electronic file folder “Appendix V – GPA Transmission Online”)



## **APPENDIX W**

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# **Talofofo Substation As-Built Drawings**

(Refer to electronic file folder “Appendix W – Talofofo Substation As-Built Drawings”)

## **APPENDIX X**

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# **25 MW Solar Farm Output Data**

(Refer to electronic file folder “Appendix X – 25 MW Solar Farm Output Data”)

## **APPENDIX Y**

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# **Talofofo Lot 421-R26 Preliminary Environmental Assessment**

(Refer to electronic file folder “Appendix Y – Lot 421-R26 Preliminary Environmental Assessment”)