

Request for Information (RFI)

2ND Notice

GSA RFI – 14 - 002

Pursuant to P.L. 32-095

re: Power Purchase Agreement for all the Guam DOE Schools, Administrative and Ancillary Buildings

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to (671) 472-4217 or (671) 475-1727

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding RFI _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

***All companies interested and those that have previously submitted an interest in providing information pursuant to Public Law 32-095, a Power Purchase Agreement for all Guam Department of Education schools should 1) Register your Interest and 2) Provide written comments and suggestions for submission into the bid. The intent of this request is to acquire suggestions and recommendations from all possible bidders to be incorporated into the bid by Friday, March 7, 2014.**

The deadline for registration is no later than March 7, 2014.

Note: GSA will not be liable for failure to provide notice to any party who did not register contact information.

Eddie Baza Calvo
Governor



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Department of Administration

148 Route 1 Marine Drive, Piti, Guam 96915
Tel: (671) 475-1707 Fax Nos: (671) 475-1727 / 472-4217

Ray Tenorio
Lieutenant Governor

Benita A. Manglona
Director

Anthony C. Blaz
Deputy Director

February 20, 2014

Request for Information (RFI)

2ND NOTICE

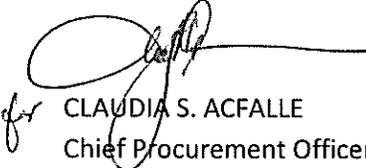
GSA-RFI-14-002

Pursuant to P.L. 32-095

Re: Power Purchase Agreement for All the Guam DOE Schools, Administrative and Ancillary Buildings

Amendment #1

Amend the deadline registration from: **March 2, 2014** to now read: **Friday, March 7, 2014.**


for CLAUDIA S. ACFALLE
Chief Procurement Officer

Toddler murder suspect wants pre-trial release

By Gina Tabonares-Reilly
gina@mvguam.com
Variety News Staff

TODDLER murder suspect John Jesse Tudela Castro will ask the Superior Court of Guam for pre-trial release to a third-party custodian. Castro is in jail on \$1 million bail. He is facing a charge of aggravated murder in connection with the death of the 23-month-old daughter of his girlfriend.

During a hearing yesterday, Castro was with his retained counsel Curtis Van de Veld and alternate public defender Pablo Aglubat.

Before Van de Veld indicated he was going to file a motion for Castro's release, Judge James Canto questioned the presence of two legal representatives for the defendant.

Canto pointed out that Van de Veld earlier declared he was only representing Castro for a limited time, prompting the court to require the private attorney to write a declaration to clarify the extent of his legal representation.

Van de Veld earlier said the family of the defendant pooled their resources to be able pay for him to represent Castro through his arraignment. Because of the limited representation, Judge Alberto Tolentino assigned Castro's case to an alternate public defender.

"You need to file in writing in what capacity you represent Castro. I cannot appoint a public defender while you are still being retained," Canto told Van de Veld.

Van de Veld said he will file a motion for release to a third-party custodian and informed the court that four custodians have been approved by the probation office.

The motion to modify the release condition of the murder suspect is expected to be filed by Friday. The Office of the

Castro is in jail with a recommended \$1 million bail and faces charges of aggravated murder in connection with the death of the 23-month-old daughter of his girlfriend. The toddler was left in Castro's care in Yigo on the night of Jan. 10 while the victim's mother went to work.

Attorney General was given a week to file a response.

A hearing on the motion is scheduled for March 3 and the jury selection and trial is scheduled for Oct. 15.

Castro is in jail with a recommended \$1 million bail and faces charges of aggravated murder in connection with the death of the 23-month-old daughter of his girlfriend.

The toddler was left in Castro's care in Yigo on the night of Jan. 10 while the victim's mother went to work. When she returned from work the following day, she noticed her daughter had bruises all over her face and back.

When she asked Castro how her daughter got the bruises, Castro said he massaged her because she was complaining of pain. Castro also said he felt responsible because he might have crushed the victim by rolling over her while he was sleeping. Castro also told the police that the victim had fallen and bumped her head.

The baby was rushed to Guam Memorial Hospital on the morning of Saturday, Jan. 11, and died the same day. She had a fractured skull, ruptured small intestines and a lacerated liver as the result of blunt force trauma.

Operation Hailstone anniversary



Dignitaries prepare to drop wreaths of peace into Chuuk Lagoon on Sunday as part of the ceremony marking the 70th anniversary of Operation Hailstone. The World War II aerial attack by U.S. forces on the Japanese fleet left the lagoon bottom littered with wrecks, making it a world-class diving destination. Dignitaries taking part in the wreath-dropping were, from left, Lt. Cmdr. Antonio Pinkston, commanding officer of the USNS Soderberg; and Doria Rosen, U.S. ambassador to the Federated States of Micronesia. Photo courtesy of Dianna Strong

Probation officer trial rescheduled

By Gina Tabonares-Reilly
gina@mvguam.com
Variety News Staff

THE trial of the Superior Court of Guam senior probation officer, whose 2-year-old daughter died after he allegedly left her locked alone in his vehicle for seven hours, has been moved from March to May 7.

Anthony Lizama Morcilla, 46, was in the courtroom of Judge James Canto yesterday with his lawyer, Curtis Van de Veld, for trial setting.

Van de Veld, however, told the court he will be attending two trials for the whole month of April and will be available only by the first week of May. Canto scheduled the pre-trial conference for April 23 and jury

selection for May 7.

Morcilla pleaded not guilty to charges of negligent homicide, leaving the child unattended in a motor vehicle, and child abuse. All charges are third-degree felonies.

He is released to a third-party custodian and was allowed to go back to his work but restricted from discussing the case. According to court documents, Morcilla allegedly picked up his daughter from his ex-girlfriend, the child's mother, with the intention of dropping her off at a day care center.

"(The victim) was put in her car seat in the back seat of his vehicle and Morcilla proceeded to drop an older child at school," court documents state. "During

the course of driving, (the victim) apparently fell asleep in the back seat and when Morcilla arrived at work, he apparently forgot (the victim) was in his vehicle."

Court records state that Morcilla did not discover the child's condition until he returned to his vehicle at about 3 p.m., approximately seven hours later. An emergency call was made from the Probation Office at about 3:30 p.m. and medics transported the child to Naval Hospital Guam where she was pronounced dead. A medical examination determined the child died between 11 a.m. and 1 p.m. She sustained second-degree burns on both legs and arms and on her facial area.



GSA General Services Agency
(Ahension Setbision Hinirat)
Department of Administration
Government of Guam
148 Route 1 Marine Drive, Piti, Guam 96915
Tel: 475-1707-13 Fax: 472-4217/475-1716/475-1727



**THIS ADVERTISEMENT WAS PAID WITH GOVERNMENT FUNDS BY:
DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES**

A non-refundable fee of \$10.00 per bid package will be assessed. Certified Check, Cashier's Check, Cash will be accepted. No personal or company check. Payment for bid package picked up after 3:00 pm will not be accepted.

INVITATION FOR BID

BIO NO: GSA-018-14
FOR: MEDICATION
Opening Date: 03/06/14 **TIME:** 10:00 a.m.
Place: GENERAL SERVICES AGENCY
PITI, GUAM - CONFERENCE ROOM

BID NO: GSA-019-14
FOR: PHARMACEUTICAL SUPPLIES
Opening Date: 03/07/14 **TIME:** 10:00 a.m.
Place: GENERAL SERVICES AGENCY
PITI, GUAM - CONFERENCE ROOM

/s/ CLAUDIA S. ACFALLE
Chief Procurement Officer



Eddie Baza Calvo
Governor

BENITA A. MANGLONA
Director
Dept. Administration

GSA General Services Agency

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2ND NOTICE:

REQUEST FOR INFORMATION (RFI)

GSA RFI-14-002

All companies interested and those that have previously submitted an interest in providing a bid pursuant to Public Law 32-095, a Power Purchase Agreement for all Guam Department of Education schools should 1) Register your interest and 2) provide written comments and suggestions for submission into the bid. The intent of this request is to acquire suggestions and recommendations from all possible bidders to be incorporated into the bid by March 2, 2014.

Interested vendor(s) should register and pick up a copy of the Public Law at the General Services Agency located at 148 Route 1, Marine Corps Drive, Piti, Guam; or download the Public Law at the GSA website: <http://gsa.doa.guam.gov/>. There is an Acknowledgement Receipt Form provided for completion by the interested vendor(s) who selects to download the Public Law, which must be submitted to the General Services Agency. The deadline for registration is no later than March 2, 2014. Note: GSA will not be liable to provide notice to any party who did not register contact information.

/s/ CLAUDIA S. ACFALLE
Chief Procurement Officer

EDDIE BAZA CALVO
Governor



RAY TENORIO
Lieutenant Governor

Office of the Governor of Guam

NOV 27 2013

Honorable Judith T. Won Pat, Ed.D.
Speaker
I Mina'trentai Dos Na Liheslaturan Guåhan
155 Hesler Street
Hagåtña, Guam 96910

32-13-1018
Office of the Speaker
Judith T. Won Pat, Ed. D.
Date: 11.29.13
Time: 10:01 am
Received by: [Signature]

2013 NOV 29 AM 11:11

Dear Madame Speaker:

Transmitted herewith is Bill No. 74-32 (LS) "AN ACT TO ADD A NEW §7120 TO CHAPTER 7 OF DIVISION 2, TITLE 17, GUAM CODE ANNOTATED, RELATIVE TO AUTHORIZING THE GUAM DEPARTMENT OF EDUCATION TO ENTER INTO A POWER PURCHASE AGREEMENT TO PURCHASE SOLAR ENERGY FROM A QUALIFIED PROVIDER(S); TO ADD A NEW §8502(2)(c) TO ARTICLE 5, CHAPTER 8 OF TITLE 12, GUAM CODE ANNOTATED, RELATIVE TO RAISING THE NET METERING CAP FOR GUAM POWER AUTHORITY PUBLIC SCHOOL CUSTOMERS UNDER A THIRD PARTY OWNED SOLAR ENERGY SYSTEM; AND TO ADD A NEW § 5008.2 TO PART A OF ARTICLE 1, CHAPTER 5 OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE POLICY IN FAVOR OF RENEWABLE ENERGY PURCHASE OF SERVICE" which I signed into law on November 27, 2013 as Public Law 32-095.

Senseramente,


EDDIE BAZA CALVO

1018

Ricardo J. Bordallo Governor's Complex • Adelup, Guam 96910
Tel: (671) 472-8931 • Fax: (671) 477-4826 • www.governor.guam.gov • calendar.guam.gov

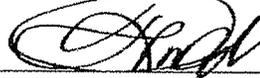


Eddie Baza Calvo

I MINA'TRENTAI DOS NA LIHESLATURAN GUÅHAN
2013 (FIRST) Regular Session

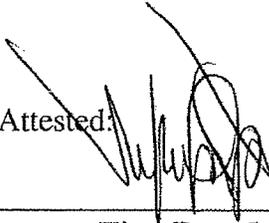
CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'LAHEN GUÅHAN*

This is to certify that substitute Bill No. 74-32 (LS), "AN ACT TO ADD A NEW § 7120 TO CHAPTER 7 OF DIVISION 2, TITLE 17, GUAM CODE ANNOTATED, RELATIVE TO AUTHORIZING THE GUAM DEPARTMENT OF EDUCATION TO ENTER INTO A POWER PURCHASE AGREEMENT TO PURCHASE SOLAR ENERGY FROM A QUALIFIED PROVIDER(S); TO ADD A NEW § 8502 (2)(c) TO ARTICLE 5, CHAPTER 8 OF TITLE 12, GUAM CODE ANNOTATED, RELATIVE TO RAISING THE NET METERING CAP FOR GUAM POWER AUTHORITY PUBLIC SCHOOL CUSTOMERS UNDER A THIRD PARTY OWNED SOLAR ENERGY SYSTEM; AND TO ADD A NEW § 5008.2 TO PART A OF ARTICLE 1, CHAPTER 5 OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE POLICY IN FAVOR OF RENEWABLE ENERGY PURCHASE OF SERVICE," was on the 12th day of November, 2013, duly and regularly passed.



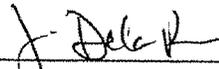
Judith T. Won Pat, Ed.D.
Speaker

Attested:



Tina Rose Muña Barnes
Legislative Secretary

This Act was received by *I Maga'lahaen Guåhan* this 15th day of Nov.,
2013, at 11:28 o'clock A.M.



Assistant Staff Officer
Maga'lahi's Office

APPROVED:



EDWARD J.B. CALVO
I Maga'lahaen Guåhan

Date: NOV 27 2013

Public Law No. 32-095

I MINA TRENTAI DOS NA LIHESLATURAN GUÅHAN
2013 (FIRST) Regular Session

Bill No. 74-32 (LS)

As substituted by the Committee on General Government Operations and Cultural Affairs; and further substituted and amended on the Floor.

Introduced by:

Judith T. Won Pat, Ed.D.
Aline A. Yamashita, Ph.D.
T. R. Muña Barnes
Chris M. Dueñas
Tommy Morrison
Michael F. Q. San Nicolas
FRANK B. AGUON, JR.
Vicente (ben) C. Pangelinan
Brant T. McCreadie
T. C. Ada
V. Anthony Ada
B. J.F. Cruz
Michael T. Limtiaco
R. J. Respicio
Dennis G. Rodriguez, Jr.

AN ACT TO ADD A NEW § 7120 TO CHAPTER 7 OF DIVISION 2, TITLE 17, GUAM CODE ANNOTATED, RELATIVE TO AUTHORIZING THE GUAM DEPARTMENT OF EDUCATION TO ENTER INTO A POWER PURCHASE AGREEMENT TO PURCHASE SOLAR ENERGY FROM A QUALIFIED PROVIDER(S); TO ADD A NEW § 8502 (2)(c) TO ARTICLE 5, CHAPTER 8 OF TITLE 12, GUAM CODE ANNOTATED, RELATIVE TO RAISING THE NET METERING CAP FOR GUAM POWER AUTHORITY PUBLIC SCHOOL CUSTOMERS UNDER A THIRD PARTY OWNED SOLAR ENERGY SYSTEM; AND TO ADD A NEW § 5008.2 TO PART A OF ARTICLE 1, CHAPTER 5 OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE POLICY IN FAVOR OF RENEWABLE ENERGY PURCHASE OF SERVICE.

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds
3 that the cost of electricity provided by the Guam Power Authority (GPA) continues
4 to rise as the price of oil, worldwide, correspondingly increases. GPA is totally
5 dependent on oil for the production of electricity for consumers. Such dependence
6 has resulted in rate increases in the form of increased fuel surcharges.

7 *I Liheslatura* finds that although GPA is currently only able to produce
8 electricity using oil-powered generators, the agency entered into a public-private
9 renewable energy purchase agreement with a qualified renewable energy provider.
10 Local media report that the provider is expected to develop a renewable resource
11 with a capacity of 25 megawatts in photovoltaic electrical power under a 25-year
12 contract with guaranteed energy production and a fixed price per contract year.
13 The output of renewable power onto GPA’s power grid will serve nearly 2,200
14 homes.

15 *I Liheslaturan Guåhan* finds that a private school on Guam recently entered
16 into a 25-year agreement with a renewable energy provider. The school expects to
17 pay 23 cents per kilowatt-hour for the first year. GPA currently charges 29 cents
18 per kilowatt-hour for residential customers, 32 cents per kilowatt-hour for mid-size
19 commercial customers, and 34 cents per kilowatt-hour for large commercial
20 customers. *No more than* eighty percent (80%) of the school’s power needs will be
21 generated by new solar panels that were paid for, and installed by a renewable
22 energy provider through a power purchase agreement.

23 *I Liheslatura* finds that on December 29, 2008, the PUC approved the
24 current Interim Net Metering Rider for Customer-Generator Energy Facilities,
25 developed by both GPA and the Georgetown Consulting Group, Inc.
26 (Georgetown), the PUC’s consultant. Pursuant to this order, the PUC indicated
27 that “at such time as the number of customers-generators avail themselves to the

1 'net metering' tariff approaches one thousand (1000) customers, the issue of
2 whether a limitation should be imposed by Guam on the aggregate capacity
3 eligible for 'net metering' treatment will be reviewed and examined by the PUC.
4 In addition, the Net Metering Rider requires GPA to "submit an annual 'net-
5 metering' report to the PUC" to be submitted by April 1st of each year, and which
6 *shall* include the following information for the previous compliance year: (1) total
7 number of Customer-Generator Facilities; (2) total estimated generating estimated
8 capacity of its 'net-metered' Customer-Generators; (3) total net Kilowatt-hours
9 received from Customer Generators; and (4) total estimated amount of energy
10 produced by Customer Generators." On February 27, 2009, the PUC approved and
11 adopted GPA's Interconnection Agreement for Net Metering Facilities, as well as
12 GPA's Net Metering Program Interconnection Policy.

13 *I Liheslatura* further finds that the Superintendent of Education has publicly
14 stated in recent media interviews that the Department of Education (DOE) projects
15 an approximately 5 Million Dollars shortfall in its FY 2013 budget due to rate
16 increases for electricity. It is, therefore, the intent of *I Liheslaturan Guåhan* to
17 assist DOE in addressing the rising cost of electricity. *I Liheslatura* intends for
18 DOE, which is made up of 41 schools, to enter into solar power purchase
19 agreement(s) with qualified provider(s), by adding a new §7120 to Chapter 7 of
20 Division 2, Title 17, Guam Code Annotated.

21 *I Liheslatura* further intends to increase the net metering cap, which allows
22 public schools under third party solar power system ownership(s) to feed electricity
23 into the grid and to enhance contracting opportunities for local businesses to
24 provide solar energy to GDOE facilities.

25 **Section 2.** A new §7120 is hereby *added* to Chapter 7 of Division 2, Title
26 17, Guam Code Annotated, to read:

1 **“§ 7120. Power Purchase Agreement to Purchase Solar**
2 **Energy.**

3 (a) The Guam Department of Education (GDOE) may enter
4 into one or more power purchase agreements to purchase solar energy
5 from qualified provider(s) which will be in the best financial interests
6 of the government of Guam for a period up to and *not* exceeding
7 twenty-five (25) years. Such qualified PPA provider(s) *shall* be
8 selected by a Multi-Step Bid conducted by GSA, in accordance with
9 the procurement law and regulations of Guam. The qualified PPA
10 provider(s) will be responsible for providing a PPA to cover *no more*
11 *than* eighty percent (80%) of the school’s power needs, all GDOE
12 owned schools, GDOE administrative, and GDOE ancillary buildings.
13 For schools occupied under a lease agreement as of the enactment of
14 this Section, GDOE may amend its lease agreements or otherwise
15 directly enter into a PPA with a lessor for the purchase of solar power
16 produced with renewable energy directly from the lessor and without
17 application of the procurement law.

18 (b) The qualified PPA provider(s) *shall* be considered
19 responsive if accepted proposals have been deemed technically
20 acceptable and provide the best value to GDOE and the government
21 of Guam.

22 (c) The qualified PPA providers may submit a single
23 proposal without limitation or discrimination on all proposals made in
24 good faith. A qualified PPA provider(s) will be allowed to submit a
25 single proposal for one GDOE facility or multiple GDOE facilities in
26 good faith.

1 (d) GDOE and GSA *shall* seek technical consultation from
2 the Guam Power Authority in implementing this Section, and the
3 Guam Power Authority *shall* provide the technical consultation upon
4 request at *no* cost to GDOE and GSA. GDOE and GSA *may* further
5 seek technical consultation from the Guam Energy Office, the
6 Department of Public Works, the Guam Renewable Energy
7 Association, and/or a third party renewable energy consultant in
8 implementing this Section, and the consultation *shall* be at *no* cost to
9 GDOE and GSA; any costs associated with a third party consultant
10 will be passed through in total to the qualified PPA provider(s)
11 equally and in full who is awarded the Multi-Step Bid.

12 (e) In concert with GDOE, the selected qualified PPA
13 providers *shall* review historical power needs, such as the past twelve
14 (12) months of power consumption, of the selected schools and
15 provide the maximum sized photovoltaic safely allowed by roof size,
16 building orientation and location, and other physical conditions which
17 may affect the safe and effective size of the photovoltaic system. In no
18 case shall the system be sized to produce power in excess of the needs
19 of the specific building or campus as recorded during the previous
20 twelve (12) months, exclusive of extraordinary circumstances, such as
21 natural disasters, that may result in power generation greater than
22 consumption for the period.

23 (f) The qualified PPA provider(s) *shall* pay for the design,
24 financing, permitting, insurance, installation, monitoring and
25 maintenance of the system, and *shall* own and operate the system
26 located on GDOE's facility for the life of the contract at *no* cost to
27 GDOE or the government of Guam.

1 (g) The qualified PPA provider(s) must possess a valid
2 Guam business license prior to the award of the contract.

3 (h) The qualified PPA provider(s) *shall* be experienced in
4 designing, implementing and installing solar energy systems, and have
5 a record of established projects, demonstrate technical, operational,
6 financial and managerial capabilities to design and operate a solar
7 energy system.

8 (i) The qualified PPA provider(s) *shall* warrant that the solar
9 energy paid by GDOE will *not exceed* eighty percent (80%) of Guam
10 Power Authority's current billing charges to GDOE schools, GDOE
11 administrative, and GDOE ancillary buildings, as determined by the
12 most recent utility invoices for that selected building, school or
13 campus. Escalation of rates for years two (2) through twenty-five (25)
14 *shall* be determined and set in advance. At no time shall the qualified
15 PPA providers produce power in excess of the needs of the designated
16 school/campus, based upon annual consumption of the designated
17 school/campus, exclusive of extraordinary circumstances, such as
18 natural disasters, that may result in power generation greater than
19 consumption for the period.

20 (j) The qualified PPA provider(s) *shall* work with GDOE
21 concerning any existing school roofing warranties to ensure said
22 warranties are *not* voided with the installation and operation of the
23 solar energy systems.

24 (k) The qualified PPA provider(s) *shall* perform repairs to
25 any portion of the roof damaged during the installation and operation
26 of the solar energy systems, and *shall* maintain those repairs for the
27 duration of the warranty or the contract, whichever is the shortest.

1 (l) Every year, on the anniversary of the date of the
2 commissioning of the solar energy system, the qualified PPA
3 provider(s) *shall* report to the GDOE on the production for the
4 previous year comparing rates charged by the qualified provider
5 against rates being charged by the utility detailing the savings for the
6 previous year. GDOE *shall* transmit a copy of this report to the
7 Speaker of *I Liheslaturan Guahan*.

8 (m) The qualified PPA provider(s) *shall not* extinguish its
9 obligations under the agreement by assigning it to another company
10 that has met the requirements set forth in this Section without the
11 approval of the Guam Board of Education, which will *not* be
12 unreasonably withheld.

13 (n) Upon the expiration of the PPA, GDOE may have the
14 option to purchase the solar energy system at an agreed upon Fair
15 Market Value (FMV). FMV will be determined collaboratively by the
16 PPA provider(s), GDOE, and a third party Subject Matter Expert
17 (SME). GDOE also reserves the right to purchase the system at any
18 time after the 7th year of the PPA at a determined FMV, and
19 recognizes that a qualified PPA provider(s) would face negative
20 impact tax implications if bought out prior to the stated timeframe.

21 (o) The agreement *shall* include a provision which will
22 impose a monetary fine per day for each day beyond the agreed date
23 that the qualified provider(s) promises to implement the solar energy
24 system. The provisions in this Section *shall not* apply in the case of
25 force majeure to the extent of delays caused by such force majeure.
26 The provisions of this Subsection *cannot* be waived. Said monetary
27 fines *shall* be deposited into *Y Kuentan Salâppe' Prinsepât* Fund, and

1 *shall* be used for the school where the implementation of the solar
2 energy system or any other renewable energy sources is delayed.

3 (p) Qualified PPA provider(s) may be allowed to locate and
4 or co-locate the solar energy system on private or government
5 property at another site for the purposes of achieving renewable
6 energy power generation to satisfy the power consumption under this
7 Section. GPA, who has also recognized the benefit of “off site” power
8 generation, will recognize an offsite net metering for a qualified PPA
9 providers, as long as the qualified PPA provider of solar energy
10 system is in compliance with the current cap set forth for residential
11 and commercial net metering, 25KW and 100KW per meter
12 respectively. The following conditions must be met:

13 (1) If the qualified PPA providers, doing its due
14 diligence, identifies that the rooftop of any GDOE owned
15 schools, GDOE administrative, and GDOE ancillary buildings
16 and for schools occupied under a lease agreement may *not* be
17 financially feasible due to the age or quality of the building’s
18 rooftop.

19 (2) In the event that the utility grid is unable to receive
20 the renewable energy source for the respective school, GDOE
21 administrative, and GDOE ancillary buildings, and for schools
22 occupied under a lease agreement, being interconnected with
23 GPA’s utility grid.

24 (3) In the event that there is *no* room to install the
25 photovoltaic solar energy system due to limited access of
26 rooftops and real property of all GDOE owned schools, GDOE

1 administrative, and GDOE ancillary buildings, and for schools
2 occupied under a lease agreement.

3 (4) The qualified PPA provider(s) *shall* apply for a
4 meter, at their own expense, to record the flow of power into
5 the existing grid.

6 (5) If co-located, that each individual system be
7 metered for each specific qualified PPA provider(s).

8 (6) The location of the off-site power generation has
9 met all other building code and requirements.

10 (7) The qualified PPA provider(s) has submitted proof
11 of land ownership and/or legal lease of land used for the
12 purposes of solar power generation.

13 (8) The qualified PPA provider(s) will provide an
14 interconnection study that validates the ability of a photovoltaic
15 system prior to construction; if that photovoltaic system(s) is
16 expected to exceed 100KW due to co-location.

17 (9) An interconnection study that dictates an
18 improvement or an upgrade is required in order for a customer
19 generator's power to be accepted by GPA at grid connection
20 will be the responsibility of the qualified PPA provider(s).

21 (q) Throughout the qualified PPA provider's management
22 duration of any solar energy system procured and installed under this
23 Act, the qualified PPA provider *shall*, at *no* cost in excess of the
24 management agreement, remove and reinstall any such solar energy
25 system at the request of the Superintendent of Education, if the facility
26 that such system is installed upon undergoes renovation or demolition
27 that may affect the usefulness of the solar energy system.

1 (r) Each participating school will have access to fifty percent
2 (50%) of the energy savings yielded from the PPA and GDOE for the
3 respective schools. The savings *shall* be transferred from the utility
4 pool and deposited into *Y Kuantan Salâppe' Prinsepât* Fund for each
5 respective school from the energy savings produced from the lower
6 cost of energy provided by PPA. The funds will be available within
7 thirty (30) days from the close of each quarter.

8 (s) Each participating school will have access to the
9 remaining fifty percent (50%) of the energy savings yielded from the
10 PPA for the respective schools. The savings *shall* be transferred to
11 Maintenance Division for the maintenance and repair of all DOE
12 schools from the utility pool and deposited into the Energy Efficient
13 Fund for each respective school from the energy savings produced
14 from the lower cost of energy provided by PPA. The funds will be
15 available within thirty (30) days from the close of each quarter.

16 (t) GDOE will have access to the annual utility
17 appropriation set forth in its GDOE budget for Power Purchase
18 Payment commitments to its Qualified Power Purchase Agreement
19 provider(s). In addition, GDOE will still be obligated from its utility
20 appropriation to pay for the utility from Guam Power Authority which
21 is *not* part of the Power Purchase Agreement.”

22 **Section 3.** A new §8502(2)(c) of Article 5, Chapter 8 of Title 12, Guam
23 Code Annotated, is hereby *added* to read as follows:

24 “(C) This Subsection is *only* applicable to solar energy systems
25 located on, or co-located for the benefit of GDOE owned schools, GDOE
26 leased schools, GDOE administrative, and GDOE ancillary buildings. Guam
27 Power Authority public school customers under third party owned solar

1 energy power systems may exceed net metering capacity limitation as long
2 as there is *no* demonstrated adverse impact on Guam Power Authority's
3 transmission and distribution system, and *does not exceed* eighty percent
4 (80%) of GPA's current billing charges. Any contract issued under this item
5 shall be under net metering as defined as a one to one exchange of energy as
6 currently adopted by the GPUC."

7 **Section 4.** A new §5008.2 of Part A of Article 1, Chapter 5 of Title 5,
8 Guam Code Annotated, is hereby *added* to read as follows:

9 **"§ 5008.2. Policy in Favor of Renewable Energy Purchase of**
10 **Service.**

11 (a) In procuring services as cited in §7120 of Title 17, Guam
12 Code Annotated, GSA *shall*, subject to the provisions of Title 5,
13 Chapter 5, GCA, grant a preference to a local business.

14 (b) In addition, five percent (5%) preference of the lowest
15 Multi-Step Bidder for contracts under Five Hundred Thousand dollars
16 (\$500,000); or three percent (3%) preference of the lowest Multi-Step
17 Bidder for contracts of Five Hundred Thousand Dollars (\$500,000) or
18 more, *shall* be given to a local business that meets the following
19 criteria:

20 (1) the qualified PPA provider(s) must be doing
21 business on Guam with a valid business license, and is in good
22 standing with the Department of Revenue and Taxation prior to
23 the award of the contract; and

24 (2) the qualified PPA provider(s) *shall* be experienced
25 in designing, implementing and installing solar energy systems,
26 have a record of established projects, demonstrate technical,

- 1 operational, financial and managerial capabilities to design and
- 2 operate the solar energy system.”

I Mina Trentai Dos Na Lhestaturan Guahan
Bill Log Sheet

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES
74-32 (LS), P.L. 32-095	Judith T. Won Pat, Ed.D., Aline A. Yamashita, Ph.D., Tina Rose Muña Barnes	AN ACT TO AUTHORIZE THE DEPARTMENT OF EDUCATION TO ENTER INTO A PUBLIC-PRIVATE RENEWABLE ENERGY PURCHASE AGREEMENT WITH A QUALIFIED PROVIDER, BY ADDING A NEW §7120 TO CHAPTER 7 OF DIVISION 2, TITLE 17, GUAM CODE ANNOTATED.	3/26/13 1:55pm	3/262013	Committee on General Governmental Operations and Cultural Affairs	5/13/13, 2:00pm	9/19/13 2:00 p.m.	Fiscal Note Requested 3/28/13 8:49 a.m. FisacI Note Received 04/02/13 11:04 a.m.
	DATE PASSED	TITLE	TRANSMITTED	DUE DATE	<small>DATE SIGNED BY I MAGALAHEN GUAHAN</small>	PUBLIC LAW NO.	NOTES	
	11/12/2013	AN ACT TO ADD A NEW § 7120 TO CHAPTER 7 OF DIVISION 2, TITLE 17, GUAM CODE ANNOTATED, RELATIVE TO AUTHORIZING THE GUAM DEPARTMENT OF EDUCATION TO ENTER INTO A POWER PURCHASE AGREEMENT TO PURCHASE SOLAR ENERGY FROM A QUALIFIED PROVIDER(S); TO ADD A NEW § 8502 (2)(c) TO ARTICLE 5, CHAPTER 8 OF TITLE 12, GUAM CODE ANNOTATED, RELATIVE TO RAISING THE NET METERING CAP FOR GUAM POWER AUTHORITY PUBLIC SCHOOL CUSTOMERS UNDER A THIRD PARTY OWNED SOLAR ENERGY SYSTEM; AND TO ADD A NEW § 5008.2 TO PART A OF ARTICLE 1, CHAPTER 5 OF TITLE 5, GUAM CODE ANNOTATED, RELATIVE TO THE POLICY IN FAVOR OF RENEWABLE ENERGY PURCHASE OF SERVICE.	11/15/13 11:28 a.m.	11/27/2013	11/27/2013	32-095	As substituted by the Committee on General Government Operations and Cultural Affairs; and further substituted and amended on the floor.	