

RECEIVED

By Arlene Quifunas at 3:43 pm, Feb 07, 2023



GUAM POWER AUTHORITY

ATURIDÂT ILEKTRESEDÂT GUÅHAN
P.O.BOX 2977 • HAGÂTÑA, GUAM U.S.A. 96932-2977

FAX TRANSMITTAL COVER LETTER

DATE: 01/31/2023

ATTENTION: Securesafe Solutions LLC

Tel: 649-0793

Fax: 647-0019

P.O: 31348

Note: PLEASE SIGN EACH PAGE OF PURCHASE ORDER, to include Cover Letter & RETURN AS SOON AS POSSIBLE @ (671) 648-3165 OR VIA EMAIL. Should your company require an ORIGINAL COPY by postal, kindly inform our office.

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Received By: (Signature) _____

Print Name: Kevin Gumataotao _____


Date: 2/7/2023 _____

Si Yu'us Ma'ase.

Confidentiality Notice: The information in this facsimile is intended for the named recipients ONLY. It may contain instructions requiring the immediate attention of the addressee. If you receive this facsimile in error, or if there is a transmission error, please notify us immediately

Number of pages: 05

Sent by: Arlene Quifunas
Procurement Office 648-3045

SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55		PURCHASE ORDER  GUAM POWER AUTHORITY ATURIDĀT ILEKTRESEDĀT GUĀHAN P.O. Box 2977 Hagatna, Guam 96932		THIS PURCHASE ORDER NUMBER 31348 MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
PSCC-Administration		TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165		PO DATE 12/2/2022	JOB ORDER NO./OBJ 59200.570000.43
PCAMACHO <i>[Signature]</i>					

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Vendor Number: **5091204**

SECURESAFE SOLUTIONS LLC
522 CHALAN PASAHERU
TAMUNING, GUAM 96913



TEL: (671) 649-0793
FAX: (671) 647-0019
EMAIL: kj.gumataotao@securesafesolutions.com

AUTHORITY: 3112
INVITATION NO.:
CONTRACT NO.:
TIME FOR DELIVERY:
COMPLETION:
EXPIRATION: 09/30/2023
DISCOUNT TERMS:
REQUISITION NO: 36892 OR

COPY

NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Other contractual services		L		\$8,415.00
<p>To provide the Guam Power Authority, Gloria B. Nelson Public Service Building (Fadian) emergency power backup UPS system with contractual services for the preventative maintenance and emergency response of the Eaton Powerware 9390 UPS. Contractual services to include all labor, materials, tools and equipment to complete the scope of work. Commencement shall be upon receipt of purchase order and expires September 30, 2023 or upon exhaustion of funds, whichever comes first.</p> <p>Scope of Work: Service Agreement Proposal No.: 694 Date: September 29, 2022</p> <ol style="list-style-type: none"> Perform monthly maintenance on the Eaton Powerware 9390 UPS parallel redundant configuration (Visual inspection only) Perform bi-annual full maintenance on the Eaton Powerware 9390 UPS parallel redundant configuration. Provide necessary replacement parts. (Note: To be billed separately). Make recommendations for any and all discrepancies noted. Provide documentation of all maintenance performed. Provide emergency assistance upon request. (Note: Vendor shall provide pricing for after-hours response). <ol style="list-style-type: none"> Bi-Annual Preventive Maintenance Fee for 9390 120kVA UPS (2 visits per year) (\$3,240.00 invoiced per visit) \$6,480.00/year Monthly Visual Inspection only for UPS (2 units, 10 months per year) \$165.00 invoiced per visit) 					
Page 1 of 4					

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977 HAGATNA, GUAM 96932		TOTAL	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION			
ACKNOWLEDGED BY: <i>[Signature]</i> DATE: 2/7/2023 SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165		SIGNATURE: <i>[Signature]</i> for JOHN M. BENAVENTE, P.E., General Manager Date 1/27/2023 Delegated Authority	

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NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$1,650.00/year				
	- Applicable Labor Rate for Out of Scope Services (Normal Hours): \$110.00/hour				
	- Applicable Labor Rate for Out of Scope Services (After Hours): \$175.00/hour				
	GPA Point of Contact: Kenneth Borja PSCC Division Tel No.: (671) 475-5289 Email: kfborja@gpagwa.com				
	RESTRICTION AGAINST SEX OFFENDERS: 5 GCA Section 5253, enacted by P.L 28-24 and amended by P.L. 28-98: . The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will				
Page 2 of 4					

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NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.</p> <p>INDEMNIFICATION CLAUSE: Contractor agrees to indemnify and hold harmless Guam Power Authority, its Directors, Officers, and Employees, from and against any liability, claims, judgements, costs and demands of whatever nature arising from any act, omission or negligence of the Contractor, Subcontractor, Licensees, Agents, or Employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the term and performance of this contract.</p> <p>NOTE TO VENDOR:</p> <p>1. Delivery is no later than the date indicate above.</p> <p>2. All late deliveries and acceptance are subject to the Liquidated Damages Clause in Section 6-101.09.01 of the Guam Procurement Regulations.</p>				

Page 3 of 4

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NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3.	All Requests for Delivery Extensions will be closely scrutinized as all items/services are crucial to new customer installation, maintenance, and on-going projects.				
4.	NOTE: Not withstanding the fact that this contract was written by one (1) party, it will be construed that it was written by two (2) parties.				
PAYMENT TERMS: NET THIRTY (30) DAYS after receipt of ORIGINAL invoice for goods received and/or services rendered.					
REVIEWED BY: <u><i>Jamie Lynn C. Pangelinan</i></u> 1/27/2023 JAMIE LYNN C. PANGELINAN Date Supply Management Administrator					
Page 4 of 4					

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SERVICE AGREEMENT FY2022

for

Guam Power Authority

Customer Name: **Guam Power Authority**
Site: **688 Rt. 15 Mangilao, GU 96913**
Unit Model: **Powerware 9390 (Fadian Office)**

Date: **September, 29, 2022**
Proposal No: **694**

1.0 SCOPE OF WORK

Provide Preventive Maintenance Services for the 2ea. Eaton UPS 9390 setup in parallel redundant configuration at the Guam Power Authority Fadian Office.

2.0 METHODOLOGY

- Provide Annual UPS preventive maintenance services for 2ea. Battery cabinets (total of 80 batteries)
- Perform Bi-annual full system integrity and major preventive maintenance services of the UPS and its components. Maintenance includes battery reading, system performance, cleaning of all filters, fans and other peripherals.
- Provide inspection report per visit of the system conditions and any recommendations to ensure UPS is operational or has sufficient spares for immediate repairs, if necessary.
- Provide monthly visual inspection of system conditions and any recommendations to ensure UPS is operational. Service to be conducted during normal business hours only (None-Holiday).
- While conducting maintenance, load will be supported by single UPS while one UPS is off-line.

3.0 GENERAL TERMS AND CONDITIONS

- Services to maintain this system are based on a fully functional system. Any discrepancies identified by both parties at the time of contract initiation shall be handled independently. These discrepancies shall be handled through work orders and costs for repairs shall be itemized and submitted for approval. As work orders are completed, they shall be cycled back into and covered by the overall scope of work.
- All requests to add or modify the current layout of the existing system shall be handled as an out of scope service. A price quotation shall be submitted for approval prior to commencement.
- Customer shall provide full access to equipment for repairs and/or maintenance purposes.
- All equipment out of warranty found defective and requires replacement shall be noted in report together with a price quotation for approval.
- Any repairs required during the preventive maintenance period shall be handled separate and is not covered under warranty.
- All work to be done during normal business hours on approved schedule by GPA.

4.0 EXCLUSIONS

- Equipment damage due to typhoons, earthquakes, lightning strikes, flooding and/or power surges.
- Damage caused by neglect, abuse and/or vandalism directly attributed to tampering or work performed by persons other than SecureSafe Solutions.
- Rental equipment such as Bucket Trucks, Lifts, etc.

5.0 FEES

- | | | |
|---|---|-------------------|
| 1. | Bi-Annual Preventive Maintenance Fee for 9390 120kVA UPS (2 visits per year)
(\$3,240.00 invoiced per visit) | \$ 6,480.00/ year |
| 2. | Monthly Visual Inspection only for UPS (2 units, 10 months per year)
(\$165.00 invoiced per visit) | \$ 1,650.00/ year |
| Applicable Labor Rate for Out of Scope Services (Normal Hours): | | \$ 110.00/ hour |
| Applicable Labor Rate for Out of Scope Services (After Hours): | | \$ 175.00/ hour |

6.0 CONFIDENTIALITY

Information provide herewith is Propriety to SecureSafe Solutions and the Guam Power Authority Fadian Office. Any sharing of this information shall require the consent of both parties prior to release.

Submitted by:



Company Name:

Name: Kevin Gumataotao

Title: Sales Manager

Date: 2/7/2023

Accepted by:



Company Name: Guam Power Authority

Name: for JOHN M. BENAVENTE, P.E.

Title: General Manager

Date: 1/27/2023