

CONTRACT FOR TECHNICAL SERVICES

THIS CONTRACT is made and entered into on the 3rd day of March, 2026, SmartWorks, hereinafter by called the CONSULTANT, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONSULTANT to perform technical services for a project known and described as "SmartWorks Customer Connect (E-Portal) and BizConnect Software and System Services.", GPA-RFP-25-003, hereinafter called the "Project".

RECITALS

WHEREAS, the Guam Power Authority (GPA), is a public corporation of the Government of Guam authorized to conduct its own procurement; and

WHEREAS, the GPA strategic plan contains initiatives to create a culture based on customer services excellence at the Authority; and

WHEREAS, GPA seeks to enter into a contract for SmartWorks Customer Connect (E-Portal) and BizConnect Software and System Services with a Consultant wherein such services can be provided to the Authority for the benefit of its customers; and

WHEREAS, the services to be rendered are of a special and temporary nature and are determined to be in the best public interest to be performed under contract by technical personnel other than employees in the services of GPA; and

NOW, THEREFORE, the Guam Power Authority and the Consultant for the considerations set forth, agree as follows:

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following technical services in accordance with the degree of care and skill that a registered professional in Guam would exercise under similar conditions:

- A. GPA and the CONSULTANT have entered into a task-based contract wherein, GPA will call upon a task and negotiate price, scope and schedule with the CONSULTANT. The CONSULTANT shall provide services as described in the task list provided in Exhibit A. This list is not all inclusive; GPA can negotiate tasks that are similar in scope.
- B. The CONSULTANT has assigned SmartWorks as the Project Manager for this CONTRACT. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to GPA for approval.
- C. The CONSULTANT shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office XP compatible. The software version used shall be compatible to current GPA standards.

SECTION II - TYPE OF CONTRACT

This is a fixed price CONTRACT with price adjustment.

SECTION III - CONTRACT PERIOD

GPA and the CONSULTANT have agreed that this CONTRACT will be effective March 03, 2026 for a base contract period of three (3) years or until all tasks in Exhibit A are completed, whichever is less, from the date of award of the contract with an option to extend the contract for two additional one-year periods, not to exceed a total contract period of five (5) years, and may, by mutual written agreement, be renewed at the same terms and conditions for additional periods subject to availability of funding. GPA shall, at its sole discretion, determine task completion.

SECTION IV - CONSULTANT'S COMPENSATION

- A. The total compensation to the CONSULTANT for services in this CONTRACT is the lump sum, as stated in the scope of work based on each task, plus approved adjustments.
- B. GPA shall pay the CONSULTANT using a method mutually agreed upon by GPA and the successful Offeror. The method of payment for this CONTRACT is to be negotiated. Payment options are lump sum, time and materials, or not to exceed payment.

GPA shall pay the CONSULTANT installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments shall be made as specified in SECTION VI.

SECTION V - CONSULTANT'S STATUS

The CONSULTANT agrees that there shall be no employee benefits occurring from this CONTRACT, such as:

- A. Insurance coverage provided by GPA;
- B. Participation in the Government of Guam retirement system;
- C. Accumulation of vacation or sick leave;
- D. There shall be no withholding of taxes by GPA;
- E. That it is expressly understood and agreed that, in the performance of services under this CONTRACT, the CONSULTANT and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this CONTRACT shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship and shall remain that of independent parties to a contractual relationship set forth in this CONTRACT.

SECTION VI - GUAM POWER AUTHORITY'S RESPONSIBILITIES

- A. GPA shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the project manager.
- B. GPA shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. GPA will keep the CONSULTANT advised concerning the progress of GPA's review of the work. The CONSULTANT agrees that GPA's inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s).

SECTION VII - INVOICING AND PAYMENT TERMS & CONDITIONS

All invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice submittal for charges. All invoices will be paid net 30 days from date invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by GPA and the CONSULTANT.

SECTION VIII - PRICE ADJUSTMENT

(a) Price Adjustment Methods. Any adjustment in CONTRACT price pursuant to a clause in this CONTRACT shall be made in one or more of the following ways:

- (1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) by unit prices specified in the CONTRACT or subsequently agreed upon;

(3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the CONTRACT or subsequently agreed upon;

(4) in such other manner as the parties may mutually agree; or

(5) in the absence of agreement between the parties, by a unilateral determination by GPA of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by GPA in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and CONTRACTual Remedies) of the Guam Procurement Regulations.

(b) Submission of Cost or Pricing Data. The CONSULTANT shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

SECTION IX - TERMINATION FOR CONVENIENCE

(a) Termination. GPA may, when the interests of GPA so require, terminate this CONTRACT in whole or in part, for the convenience of GPA. GPA shall give written notice of the termination to the CONSULTANT specifying the part of the CONTRACT terminated and when termination becomes effective.

(b) CONSULTANT's Obligations. The CONSULTANT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the CONSULTANT will stop work to the extent specified. The CONSULTANT shall also terminate outstanding orders and subCONTRACTs as they relate to the terminated work. The CONSULTANT shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. GPA may direct the CONSULTANT to assign the CONSULTANT's right, title, and interest under terminated orders or subcontracts to GPA. The CONSULTANT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(c) Right to Supplies. GPA may require the CONSULTANT to transfer title and deliver to GPA in the manner and to the extent directed by GPA:

(1) any completed supplies; and

(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and CONTRACT rights (hereinafter called "manufacturing material") as the CONSULTANT has specifically produced or specially acquired for the performance of the terminated part of this CONTRACT.

The CONSULTANT shall, upon direction of GPA, protect and preserve property in the possession of the CONSULTANT in which GPA has an interest. If GPA does not exercise this right, the CONSULTANT shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (quoted at the end of 2 GAR § 6101(10)(d)). Utilization of this Section in no way implies that GPA has breached the CONTRACT by exercise of the Termination for Convenience Clause.

(d) Compensation.

(1) The CONSULTANT shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the CONSULTANT fails to file a termination claim within one year from the effective date of termination, GPA may pay the CONSULTANT, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(2) GPA and the CONSULTANT may agree to a settlement provided the CONSULTANT has filed a termination claim supported by cost or pricing data to the extent required by 2 GAR §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total CONTRACT price plus settlement costs reduced by payments previously made by GPA, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the CONTRACT price of the work not terminated.

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, GPA shall pay the CONSULTANT the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) CONTRACT prices for supplies or services accepted under the CONTRACT;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the CONSULTANT would have sustained a loss if the entire CONTRACT would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;

(iv) the reasonable settlement costs of the CONSULTANT including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the CONTRACT for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this CONTRACT. The total sum to be paid the CONSULTANT under this Subparagraph shall not exceed the total CONTRACT price plus the reasonable settlement costs of the CONSULTANT reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the CONTRACT price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

SECTION X - CHANGES

(a) Change Order. By a written order, at any time, and without notice to surety, GPA may, subject to all appropriate adjustments, make changes within the general scope of this CONTRACT in any one or more of the following:

(1) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;

(2) method of shipment or packing; or

(3) place of delivery.

(b) Adjustments of Price or Time for Performance. If any such change order increases or decreases the CONSULTANT's cost of, or the time required for performance of any part of the work under this CONTRACT, whether or not changed by the order, an adjustment shall be made and the CONTRACT modified in writing accordingly. Any adjustment in CONTRACT price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this CONTRACT. Failure of the parties to agree to an adjustment shall not excuse the CONSULTANT from proceeding with the CONTRACT as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be

reasonable. By proceeding with the work, the CONSULTANT shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(c) Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (a) (Change Order) of this clause, unless such period is extended by GPA in writing, the CONSULTANT shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONSULTANT's claim unless GPA is prejudiced by the delay in notification.

(d) Claims Barred After Final Payment. No claim by the CONSULTANT for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this CONTRACT.

(e) Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONSULTANT's right to pursue a claim arising under the CONTRACT if pursued in accordance with the clause entitled, "Claims Based on GPA's Actions or Omissions, Notice of Claim Clause", or for breach of CONTRACT.

SECTION XI - CLAIMS BASED ON GPA'S ACTIONS OR OMISSIONS

(a) Notice of Claim. If any action or omission on the part of GPA requiring performance changes within the scope of the CONTRACT constitutes the basis for a claim by the CONSULTANT for additional compensation, damages, or an extension of time for completion, the CONSULTANT shall continue with performance of the CONTRACT in compliance with the directions or orders of GPA, but by so doing, the CONSULTANT shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) the CONSULTANT shall have given written notice to GPA:

(i) prior to the commencement of the work involved, if at that time the CONSULTANT knows of the occurrence of such action or omission;

(ii) within 30 days after the CONSULTANT knows of the occurrence of such action or omission, if the CONSULTANT did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by GPA in writing.

This notice shall state that the CONSULTANT regards the act or omission as a reason which may entitle the CONSULTANT to additional compensation, damages, or an extension of time. GPA, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of GPA.

(2) the notice required by Subparagraph (1) of this Section describes as clearly as practicable at the time the reasons why the CONSULTANT believes that additional compensation, damages, or an extension of time may be remedies to which the CONSULTANT is entitled; and

(3) the CONSULTANT maintains and, upon request, makes available to GPA within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(b) Limitations of Clause. Nothing herein contained, however, shall excuse the CONSULTANT from compliance with any rules of law precluding any government of Guam officers and any CONSULTANTS from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the CONTRACT.

(c) Adjustments of Price. Any adjustment in the CONTRACT price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this CONTRACT.

SECTION XII - ASSIGNMENT OF AGREEMENT

The CONSULTANT may not assign this Agreement, or any sum becoming due to under the provisions of this Agreement, without the prior written consent of GPA.

SECTION XIII - FORCE MAJEURE

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this Agreement due to a force majeure.

SECTION XIV - TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. Guam Power Authority shall have no tax liability under this contract. Specific information on taxes may be obtained from the Director of the Guam Department of Revenue and Taxation.

GPA is a government agency exempted from ALL government taxes as stipulated in the Guam Code Annotated.

SECTION XV - NOTICES

Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally (not to include facsimile transmission) or shall be deemed to be delivered when received postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address as specified herein:

TO:	Name and Address	Smartworks
COPY:	If applicable, Name and address	400-1 Antares,
FAX:	Fax number	Nepean, Ontario,
		Canada
TO:	Guam Power Authority	
	Procurement Office	
	P.O. Box 2977	
	Hagatna, Guam 96932-2977	
ATTN:	General Manager c/o SMA	
FAX:	(671) 648-3165	

SECTION XVI - GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.

SECTION XVII - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

SECTION XVIII - INDEMNIFICATION

The CONSULTANT shall indemnify and hold GPA harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the CONSULTANT provides.

If a party's performance of any of its obligations under the agreement is prevented or delayed by any act or omission by the other party, claims for money damages arising out of the agreement are to be resolved through the process set out in Guam's



procurement law and Guam's Government Claims Act. All other disputes are to be resolved in the process set out in Guam law to include referral to the Office of the Public Auditor.

SECTION XIX - DISPUTES

GPA and the CONSULTANT agree to attempt resolution of all controversies which arise under, or are by virtue of, this CONTRACT through mutual agreement. If the controversy is not resolved by mutual agreement, then the controversy shall be decided by GPA in writing within sixty (60) days after the CONSULTANT shall request GPA in writing to issue a final decision. If GPA does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the CONSULTANT may proceed as though GPA had issued a decision adverse to the CONSULTANT.

GPA shall immediately furnish a copy of the decision to the CONSULTANT, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

GPA's decision shall be final and conclusive, unless fraudulent or unless the CONSULTANT appeals the decision as follows:

(a) For disputes involving money owed by or to GPA under this CONTRACT, the CONSULTANT files appeal of the decision in accordance with the Government Claims Act by filing a government claim with GPA no later than eighteen months after the decision is rendered by GPA or from the date when a decision should have been rendered.

(b) For all other disputes arising under this CONTRACT, the CONSULTANT files an appeal with the Office of the Public Accountability pursuant to 5 GCA §§ 5706(a) and 5427(e) within sixty days of GPA's decision or from the date the decision should have been made.

The CONSULTANT shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

The CONSULTANT shall comply with GPA's decision and proceed diligently with performance of this CONTRACT pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this CONTRACT, except where the CONSULTANT claims a material breach of this CONTRACT by GPA. However, if GPA determines in writing that continuation of services under this CONTRACT is essential to the public's health or safety, then the CONSULTANT shall proceed diligently with performance of the CONTRACT notwithstanding any claim of material breach by GPA.

SECTION XX - RELEASE OF INFORMATION

The CONSULTANT shall not release any information, including the contract price; concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from GPA.

SECTION XXI - INSURANCE

The CONSULTANT shall not commence work under this CONTRACT until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits. The CONSULTANT shall maintain all insurance required during the course of the work.

SECTION XXII - LICENSING

The CONSULTANTS are reminded that GPA will not consider for award any offer submitted by a CONSULTANT who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

SECTION XXIII - PROHIBITION AGAINST CONTINGENT FEES

In accordance with 5 GCA § 5631(a) and 2 GAR, Div. 4 § 11108(a)(3), Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of making of this Contract. For breach or violation of this warranty, GPA shall have the right to annul this Contract without liability, or in its discretion to deduct from the Contract Price of consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION XXIV - EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the CONSULTANT not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

SECTION XXV - AMERICAN DISABILITIES ACT

If requested, the CONSULTANT must meet all ADA regulations and requirements.

SECTION XXVI - PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY

Title 5 GCA § 5630(c) and 2 GAR, Div. 4 § 11107(3) prohibits Contractor from gratuities, kickbacks, and favors to GPA and Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Laws and Regulations.

SECTION XXVII - PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Title 5 GCA § 5253(b) restricts Contractor against employing convicted sex offenders from working at Government of Guam venues. Contractor warrants that no person providing services on behalf of 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. Contractor warrants that if any person providing services on behalf of 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, such person will be immediately removed from working at Contractor and GPA's venues and that GPA shall be informed of such within twenty-four (24) hours of such conviction.

SECTION XXVIII - REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

In accordance with 2 GAR, Div. 4 § 11103(b), 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 set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

SECTION XXIX - WAGES AND BENEFITS

Contractor has read and understands the provisions of 5 GCA § 5801 and § 5802 governing wage and benefits determination. Contractor acknowledges the obligation to pay its employees on Guam who are delivering services to Guam in accordance with the U.S. DOL Wages and Benefits Determination as stated in 5 GCA §§ 5801 and 5802. A copy of the most recent U.S. DOL

Wages and Benefits Determination for the Guam Region is attached hereto and incorporated by reference to this Contract. Contractor shall apply the Wage and Benefits Determination for Guam promulgated by the U.S. Department of Labor on a date most recent to the renewal date of the Contract in accordance with 5 GCA §§ 5801 and 5802.

SECTION XXX - REMEDIES

Any dispute arising under or out of this Contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this day March 03, 2026. The CONSULTANT warrants that the person who is signing this CONTRACT on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

Signed by:
Eric Chabot 2/23/2026
A99C6535942A452
CONSULTANT Eric Chabot
TITLE Executive Vice-President
COMPANY NAME smartworks
FEDERAL I.D. NO.

John Kim 3/4/2026
JOHN M. BENAVENTE, P.E.
GENERAL MANAGER
GUAM POWER AUTHORITY

APPROVED AS TO FORM:

M. Wołoschuk 3/4/2026
MARIANNE WOLOSCHUK DATE
STAFF ATTORNEY
GUAM POWER AUTHORITY

