



SHIP TO: RECEIVING SECTION: GUAM POWER AUTHORITY P.O. BOX 2977 HAGATNA, GUAM 96932 TELEPHONE: (671) 648-3054/55 Strategic Planning and Operati	 PURCHASE ORDER GUAM POWER AUTHORITY ATURIDÁT ILEKTRESEDÁT GUÁHAN P.O. Box 2977 Hagatna, Guam 96932 TELEPHONE: (671) 648-3054/5 FAX: (671) 648-3165	THIS PURCHASE ORDER NUMBER <u>33567</u> MUST APPEAR ON ALL INVOICES. PACKING SLIPS, PACKAGES, B/L, CORRESPONDENCE, ETC.	
EJBLAS		PO DATE 3/12/2026	JOB ORDER NO./OBJ 30600.923000.27

V E N D O R	Vendor Number: 5732892 HITACHI ENERGY USA INC. 901 MAIN CAMPUS DRIVE RALEIGH, NC 27606 TEL: FAX: EMAIL: eric.bayer@hitachienergy.com	AUTHORITY: 3114(f) INVITATION NO.: GPA-RFP-24-012 CONTRACT NO.: C-24-012 TIME FOR DELIVERY: COMPLETION: EXPIRATION: 09/30/2026 DISCOUNT TERMS: REQUISITION NO: 38384 OR
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NO.	DESCRIPTION / SUPPLIER ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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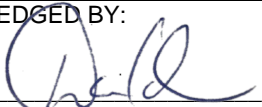

To provide Guam Power Authority with Hitachi Wireless Mesh Network Services. Commencement shall be April 13, 2026 and expires on September 30, 2026 or upon exhaustions of funds, whichever occurs first.	L	\$39,900.00
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Ref.: GPA-RFP-24-012
 Reference No.: OPP-216681170R08
 Hitachi Energy USA Inc. Best and Final Offer dated January 29, 2026

COST BREAKDOWN:
 Item No.: 4
 Description: On-site Training (First part)
 Total Price USD*: \$39,900.00

- * For all out of warranty repairs requested by the customer without a detailed fault description extra effort repair price will be charged \$250.00USD.
- * Any additional engineering and site time will be billed at the attached rates
- * Any additional travel expenses will be billed at cost plus a 20% administration fee

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ACKNOWLEDGED BY:  _____ SIGNATURE OF VENDOR	April 20, 2026 DATE	SIGNATURE:  _____ JOHN M. BENAVENTE, P.E., General Manager Date Delegated Authority
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RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165

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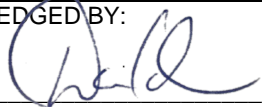

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FY 2026 OP No.: 33567
 04/13/2026 - 09/30/2026; 6 Months of the 1st. Year of 5 Year Base Contract.


SECTION III - CONTRACT PERIOD:
 GPA and the CONSULTANT have agreed that this CONTRACT will be effective April 1 , 2026 for a base contract period of five (5) years or until all tasks in Exhibit A are completed. GPA shall, at its sole discretion, determine task completion.

GPA Point of Contract:
 Christian Chargualaf - Tel. No.: (671) 648-8356
 Roel Cahinhinan - Tel. No.: (671) 648-3100

RESTRICTION AGAINST SEX OFFENDERS:
 5 GCA Section 5253, enacted by P.L 28-24 and amended by P.L. 28-98:

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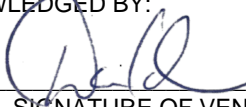

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The service provider warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam 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 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

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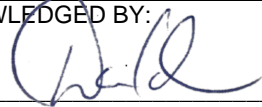

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	when action has been taken. If the service provider fails to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.				
	SECTION XVIII - INDEMNIFICATION The CONSULTANT agrees to save and hold harmless GPA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions off every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the CONSULTANT, CONSULTANT's officers, agents (including subcontractors), servants or employees under this CONTRACT.				
	GPA agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Government Claims Act against GPA for personal injuries or property damage resulting from the negligent or wrongful act or omission of any GPA employee while acting within the scope of his or her employment, arising out of this CONTRACT.				
Page 4 of 5					

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ACKNOWLEDGED BY:  _____ SIGNATURE OF VENDOR	April 20, 2026 _____ DATE	SIGNATURE:  _____ JOHN M. BENAVENTE, P.E., General Manager Date Delegated Authority
RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165		

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NOTE TO VENDOR:

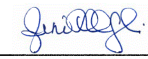

~~1 Services is no later than the date indicate above.~~

~~All late services and acceptance are subject to the Liquidated Damages Clause in Section 6-101.09.01 of the Guam Procurement Regulations.~~

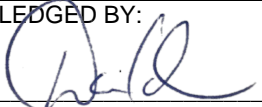

~~All Requests for Extensions will be closely scrutinized as services are crucial to new customer installation, maintenance, and on-going projects.~~

~~4 NOTE: Notwithstanding 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:  4/6/2026
 JAMIE LYNN C. PANGELINAN Date
 Supply Management Administrator

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ACKNOWLEDGED BY: <u></u> SIGNATURE OF VENDOR RETURN TO PROCUREMENT DIVISION VIA FACSIMILE AT (671) 648-3165	SIGNATURE: <u></u> 4/7/2026 JOHN M. BENAVENTE, P.E., General Manager Date Delegated Authority
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3 FORM OF CONTRACT

The Contract attached to this solicitation is in draft format. Any inquiries, clarifications or recommendations to the contract should be brought up by Proponents to GPA by formally submitting an inquiry following the guidelines specified under Section 1.0: Instructions to Offerors.

CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES

4/7/2026

THIS CONTRACT is made and entered into on the ___ day of _____, 2026, by Hitachi Energy USA Inc., hereinafter called the INDIVIDUAL OR FIRM, and the Guam Power Authority, hereinafter called GPA.

GPA engages the Individual or Firm to perform professional services for a project known and described as "**Hitachi Wireless Mesh Network Services**", GPA-RFP-24-012, 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 service excellence at the Authority; and

WHEREAS, GPA seeks to enter into a contract for Hitachi Wireless Mesh Network 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 hence 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 _____ 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 compatible. The software version used shall be compatible to current GPA standards.

SECTION II - TYPE OF CONTRACT

This is an indefinite quantity contract.



SECTION III - CONTRACT PERIOD

GPA and the CONSULTANT have agreed that this CONTRACT will be effective 4/7/2026, 2026 for a base contract period of five (5) years or until all tasks in Exhibit A are completed. 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; and
- D. There shall be no withholding of taxes by GPA; and
- E. 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.

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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:	Hitachi Energy USA Inc. 901 Main Campus Drive, Raleigh, NC 27606, USA Eric Bayer (415)895-8082
COPY:	If applicable, Name and address
FAX:	Fax number
TO:	Guam Power Authority P.O. Box 2977 Hagatna, Guam 96932-2977
ATTN:	General Manager
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 agrees to save and hold harmless GPA, its board members, officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the CONSULTANT, CONSULTANT's officers, agents (including subcontractors), servants or employees under this CONTRACT.

GPA agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Government Claims Act against GPA for personal injuries or property damage resulting from the negligent or wrongful act or omission of any GPA employee while acting within the scope of his or her employment, arising out of this CONTRACT.

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), Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, 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 Consultant, 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 - AMERICAN DISABILITIES ACT

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

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

Title 5 GCA § 5630(c) and 2 GAR, Div. 4 § 11107(3) prohibits Consultant from gratuities, kickbacks, and favors to GPA and Consultant 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 XXVI - PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

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



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

In accordance with 2 GAR, Div. 4 § 11103(b), Consultant 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 XXVIII - WAGES AND BENEFITS

Consultant has read and understands the provisions of 5 GCA § 5801 and § 5802 governing wage and benefits determination. Consultant 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. Consultant 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 XXIX - 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 4/7/2026.
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.

CONSULTANT: DARREN CALDWELL
TITLE: SVP & GM AUTOMATION & COMMUNICATIO, NORTH AMERICA
COMPANY NAME: HITACHI ENERGY USA INC.
FEDERAL I.D. NO. 94-3273443

JOHN M. BENAVENTE, P.E.
GENERAL MANAGER
GUAM POWER AUTHORITY

APPROVED AS TO FORM:

MARIANNE WOŁOSCHUK
STAFF ATTORNEY
GUAM POWER AUTHORITY

4/7/2026

DATE

SUPPLEMENTAL TERMS AND CONDITIONS

In the event of a conflict, discrepancy, or inconsistency between the terms of the Contract and the Supplemental Terms and Conditions, the terms of the Contract will control, where Contract refers to GPA's document and Supplemental Terms and Conditions refers to the vendor's added clauses. MW 2/10/26

HITACHI ENERGY T&C COMMENTS GPA RFP-24-012

SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES - Sub-section B) is modified as follows:

GPA shall review submittals by the CONSULTANT and provide prompt responses to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the CONSULTANT 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 the CONSULTANT's work shall not relieve the CONSULTANT responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s). Any delay in receipt of approvals or responses from GPA may entitle CONSULTANT to a Change Order.

SECTION XI -TAXES – is modified as follows:

CONSULTANT 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 XXV – WARRANTIES AND REMEDIES – Added as follows:

(a) Equipment and Services Warranty. CONSULTANT warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to the CONSULTANT promptly after such discovery and within the applicable Warranty Remedy Period, the CONSULTANT shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to the CONSULTANT promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, the CONSULTANT will repair or replace such nonconforming Equipment or re- perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. The CONSULTANT shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-CONSULTANT supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at GPA's risk and expense. The CONSULTANT shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to the CONSULTANT's instructions; (iv) is comprised of materials provided by or a design specified by GPA; or (v) has failed as a result of

ordinary wear and tear. Equipment supplied by the CONSULTANT but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. The CONSULTANT warrants that, except as specified below, the Software will, when properly installed, execute in accordance with the CONSULTANT's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to the CONSULTANT promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, the CONSULTANT shall correct the nonconformity by, at its option, either (i) modifying or making available to the GPA instructions for modifying the Software; or (ii) making available at the CONSULTANT facility necessary corrected or replacement programs. The CONSULTANT shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) GPA-supplied software or interfacing. The CONSULTANT does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the GPA, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE GPA'S EXCLUSIVE REMEDIES AND CONSULTANT'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

SECTION XXVII – EXPORT CONTROL – Added as follows:

(a) GPA represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. GPA agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by the CONSULTANT or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, the CONSULTANT, shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by GPA. GPA shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by the CONSULTANT. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by the CONSULTANT, without liability for damages of any kind resulting from such cancellation. At the CONSULTANT's request, GPA shall provide to the CONSULTANT a Letter of Assurance and End-User Statement in a form reasonably satisfactory to the CONSULTANT.



GUAM POWER AUTHORITY

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

January 7, 2026

MEMORANDUM

TO: Selma Blas, Administrative Officer
Candice Ananich, MA IV
Reginald Diaz, MA III

FROM: General Manager

SUBJECT: Continuation of Signature Delegation for GPA Business and Operational Matters

This officially extends the delegated authority to the following GPA Executive Team as alternates to sign documents and purchase orders on my behalf, from January 01, 2026 to June 30, 2026.

1st Alternate: Assistant General Manager, Administration (AGMA)
2nd Alternate: Chief Financial Officer (CFO)
3rd Alternate: Assistant General Manager, Operations (AGMO)

Please keep record of all pertinent documents signed for approval and processing. Your continued cooperation is appreciated.

JOHN M. BENAVENTE, P.E.