

To: Office of the Public Auditor

Subject: Procurement Appeal
Docket # 09-003

RECEIVED
OFFICE OF THE PUBLIC AUDITOR
PROCUREMENT APPEALS

SEP 21 2009
TIME: 1:35 PM
BY: M. Perez
FILE No. OPA-PA - 09-003

Witness: Sedfrey M. Linsangan

Exhibits List:

- A - Section 5001, Section 5003 Chapter 5, 5 GCA
- B - General Terms & Condition of Bid Solicitation & Award & Bid Bond
- C - GPA P.O. #13394 GPE Invoice #35194, & Other Pertinent Documents
- D - GPA P.O. #12355 GPE Invoice #25403, GPA P.O. #12132 GPE Invoice #25648 & Others
- E - GPA P.O. #12306 GPE Invoice #28154 & Others
- F - GPA P.O. #12132 GPE Invoice #26342, GPA P.O. #12414 GPE Invoice #26493 & Others
- G - GPA P.O. #12140 GPE Invoice #24146 & Others
- H - GPA P.O. #9177 GPE Invoice #10379, GPA P.O. #9177 GPE Invoice #10335 & Others
- I - GPA P.O. #5215 GPE Invoice #7473, GPA P.O. #5213 GPE Invoice #7474 & Others
- J - *Correspondences between myself & GPA*

List of Issues:

1. GPA Administration of Territorial Contracts that is contrary to the law.
2. General Terms & Conditions of Bid Solicitation & Award
3. Notice of Default and To Secure a Delivery Extension
4. Section 5003 of 5 GCA Requirement of Good Faith

Exhibit A

5 GCA GOVERNMENT OPERATIONS
CH. 5 GUAM PROCUREMENT LAW

PART A
PURPOSES, CONSTRUCTION AND APPLICATION

§ 5001. Purposes, Rules of Construction.

(a) Interpretation. This Chapter shall be construed and applied to promote its underlying purposes and policies.

(b) Purposes and Policies. The underlying purposes and policies of this Chapter are:

(1) to simplify, clarify, and modernize the law governing procurement by this Territory;

(2) to permit the continued development of procurement policies and practices;

(3) to provide for increased public confidence in the procedures followed in public procurement;

(4) to ensure the fair and equitable treatment of all persons who deal with the procurement system of this Territory;

(5) to provide increased economy in territorial activities and to maximize to the fullest extent practicable the purchasing value of public funds of the Territory;

(6) to foster effective broad-based competition within the free enterprise system;

(7) to provide safeguards for the maintenance of a procurement system of quality and integrity; and

(8) to require public access to all aspects of procurement consistent with the sealed bid procedure and the integrity of the procurement process.

(c) Singular-Plural and Gender Rules. In this Chapter, unless the context requires otherwise:

(1) words in the singular number include the plural, and those in the plural include the singular; and

(2) words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

**5 GCA GOVERNMENT OPERATIONS
CH. 5 GUAM PROCUREMENT LAW**

Section 1. Legislative Intent. The Guam Public School System is required to provide a hot breakfast and hot noon meal to the students in the public schools. The Department of Youth Affairs is required to feed their clients daily. The Guam Memorial Hospital is required to provide nutritional food for its patients. The Department of Corrections must provide three meals a day to each of its inmates. To carry out these mandatory tasks, each of these organizations must procure enormous quantities of fresh fruits and vegetables, as well as other foodstuffs, on a daily recurring basis. To stay within their approved budgets, they each make almost superhuman efforts to obtain this produce from any available source, either from on island or from off island. Since it is the goal of the department of agriculture to promote the efforts of all local farmers and fishermen and to ensure the expansion of the local agricultural, fishing and aquacultural industries, markets must be established and maintained to ensure that the farmers and the fishermen have a viable continuing market for the results of their hard labor. The Department of Agriculture must continue to find local markets for the local produce. Therefore, the department shall be required to work with the various Procurement Officers of the Government of Guam and non-profit organizations which are in the business of feeding people, to maintain a market all year round for the crops of the farmers, fishes from the fishermen, and other local producers of foodstuffs. (P.L. 23-18:1)

COMMENT: Reference to Department of Education changed to Guam Public School System pursuant to P.L. 28-045:10 (June 6, 2005).

§ 5002. Supplementary General Principles of Law Applicable.

Unless displaced by the particular provisions of this Chapter, the principles of law and equity, including the Uniform Commercial Code of Guam, the law merchant, and law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this Chapter.

SOURCE: GC § 6950.1. MPC § 1-102.

§ 5003. Requirement of Good Faith.

This Chapter requires all parties involved in the negotiation, performance, or administration of territorial contracts to act in good faith.

SOURCE: GC § 6950.2. MPC § 1-103.

§ 5004. Application of this Chapter.

(a) **General Application.** This Chapter applies only to contracts solicited or entered into after the effective date of this Chapter unless the

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GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Compiler of Laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with Section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
7. **"ALL OR NONE" BIDS:** Unless otherwise allowed under this Solicitation, "all or none" bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis. Reference: Section 3-301.06 of the Guam Procurement Regulations.
8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government Code.
9. **BIDDER'S PRICES:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to ~~GSA~~ **GSA**. In the amount of ten percent (10%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's Check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid (GPR Section 3-202.03.3).
12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government

of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 12 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirement as set forth in Section 41 of these General Terms and Conditions.
14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The Surety must be an Insurance Company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for security from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; any supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer the Chief Procurement Officer shall be guided by the following:
- Price of items offered.
 - The ability, capacity, and skill of the Bidder to perform.
 - Whether the Bidder can perform promptly or within the specified time.
 - The quality of performance of the Bidder with regards to awards previously made to him.
 - The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - The sufficiency of the financial resources and ability of the Bidder to perform.
 - The ability of the bidder to provide future maintenance and services for the subject of the award.
 - The compliance with all of the conditions to the Solicitation.
18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
23. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bids received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, result in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. The Government reserves the right to increase or decrease the unit price of any item.

25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the GPA Dededo Warehouse, Telephone Nos. 475-5319, at least twenty-four (24) hours before delivery of any item under this solicitation.
26. **BILL OF SALE:** Successful Supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery.
28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1986 (Public Law 99-563) and Clean Air Act as amended (Public Law 98-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
31. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the Contractor within six (6) working days after notice from the Government.
- Compliance with this Section is a condition of this Bid.
32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or 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 and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
36. **CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.03.1 of the Guam Procurement Regulations.
37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.04.3 of the Guam Procurement Regulations.

- 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- 41. **LIQUIDATED DAMAGES:** When the Contractor is given notice of delay or nonperformance as specified in Paragraph (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contract remains liable for damages caused other than by delay (GPR Section 6-101.09.1).
- 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reason of the violation of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the Contract and the use or misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: Sedfrey M. Linsangan Title: President

Address: P.O. Box 23128 Telephone: (671) 649-6994/7/8

GMF Guam 96921

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK CERTIFICATION SEAL ON THE BACK. HOLD AT ANGLE TO

**GUAM POWER AUTHORITY
DISBURSEMENT ACCOUNT**

P.O. BOX 2977
AGANA, GUAM 96910

AGANA BRANCH
BANK OF GUAM
P.O. BOX 57
AGANA, GUAM

039943

CHECK NO. 00039943

PAY

7553

DATE 07/18/08 AMOUNT \$4,172.57

VOID IF NOT CASHED IN 6 MONTHS

FOUR THOUSAND ONE HUNDRED SEVENTY TWO AND 57/100 *****

TO THE ORDER OF

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMF,
6U 96921

G.P.A. DISBURSEMENT ACCOUNT

SONATA IS A COLORED BACKGROUND • BURSER CONTAINS MICRO

⑈039943⑈ ⑆22405115⑆ 06010018500⑈

GUAM POWER AUTHORITY
DISBURSEMENT ACCOUNT
P.O. BOX 2977
AGANA, GUAM 96910

Check No. - 39943
Check Date - 07/18/08

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEBITIONS	AMOUNT PAID
27081	060608	27081	143.60		143.60
27337	061808	27337	28.65		28.65
009452	071108	609452 BID PAID	4,000.32		4,000.32
			4,172.57		4,172.57

DEBIT STATEMENT FIRST DEPOSITING

Stub 1 of 1

5871

Purchaser's Receipt - Retain For Your Records



Main Office
424 West O'Brien Drive * Julale Shopping Center #112
P.O. Box EQ Hagatna, GU 96931

084575

101-521/1214
0

Purchased By
GUAM PACIFIC ENTERPRISES INC.

Payable To
GUAM POWER AUTHORITY

FOUR THOUSAND DOLLARS AND 32/100

FOR: BID (IFB) NO. GFA-014-06

CASHIER'S CHECK

CITIZENS SECURITY BANK
HAGATNA
FEB 05 2008
TELLER #5

\$ **4,000.32**
Dollars

For _____
Memorandum

①084575① ⑆121405212⑆ 0200①009711①

JOSIEN *gn*

Exhibit C

CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NO.

No. 13394

MUST APPEAR ON ALL INVOICE
PACKING SLIPS, PACKAGES,
CORRESPONDENCE, ETC.

PO DATE 1/21/09
JOB ORDER NO 58900.570000

VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GNF,
GU
96921

Phone: 649-6998
Fax: 649-6988

S
H
I
P
T
O

RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE

DEDEDO, GUAM 96920
CALL BEFORE DELIVERY
TEL: (671) 635-2073

T/D - Substation/Station

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 04/13/09 8-10 Wks ARO	EXPIRING	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DELIVERED
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Station Equip. Repair Parts

DISCONNECT SWITCH ASSEMBLY
DISCONNECT SWITCH SMD-20

34.5 kV Rated Disconnect Switch
S & C Power Fuse Type SMD-20 for Outdoor Distribution,
Vertical Offset Style.
S & C Model No.: 192504

Point of contact Jerald Guzman at 635-2012.

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
notify the Government of the conviction within twenty-four

6 *4L* EA
5/29/09

\$997.940

\$5,987.64

12/16/02 19181

RECEIVING REPORT
DEPT. T/D-Sub./XFM'R OF 13394
BATCH 504755 DATE 5/29/09
REC'D BY Joseph *Juan*

COMPLETE

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96832

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

Page 1 of 2

TOTAL

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE:

J. Flores

JOAQUIN C. FLORES, P.E., General Manager

Delegated Authority

JOSIEN

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NO.

No. 19101

MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES,
CORRESPONDENCE, ETC.

CIF DEDEDO WAREHOUSE

PO DATE 1/21/09 JOB ORDER NO. 58900.570000

VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921

Phone: 649-6998
Fax: 649-6988

RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

Page 2 of 2

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 04/13/09 8-10 Wks ARO	EXPIRING	T/D - Substation/Transfo	DISCOUNT TERMS:
-------------------------	----------------	--------------	---	----------	--------------------------	-----------------

DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	REMARKS
-----------------------------	-----	------	------------	--------	---------

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.

19101 01

NOTE TO VENDOR:

1. Delivery is no later than the date indicated above.
2. All late deliveries and acceptance are subject to the liquidated Damages Clause in Section 6-101.09.1 of the Guam Procurement Regulations.

PAYMENT TERMS:

NET THIRTY (30) DAYS after receipt of goods and/or services.

REVIEWED BY:

[Signature]
JAMIE L.C. PANGELINAN
Supply Management Administrator

Date

1/29/09

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

\$5,987.64

TOTAL

<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

ACKNOWLEDGED BY:

SIGNATURE OF VENDOR

DATE:

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE:

[Signature]
JOAQUIN C. FLORES, P.E., General Manager
Delegated Authority

1/30/09

GPE Guam Pacific Enterprise, Inc.

INVOICE

Invoice No. 2519

Construction Materials Specialist
 P.O. Box 23128 G.M.F. Guam 96921
 Tel: (671) 649-6994/6997-6998 • Fax: (671) 649-6988

Sold To: Guam Power Authority
 GUAMPO P.O. Box 2977
 Hagatna GU 969322977

Invoice Date	Sales Person	Terms	Purchase Order	Pg
05/29/09 10:39:3	alvon		871/847-5783	
Qty	Item #/Description		Unit Price	Ext Price

8 EAP
 5/29/09

STATION EQUIPMENT.REPAIR PARTS	\$997.04	15,987.64
DISCONNECT SWITCH ASSEMBLY		
DISCONNECT SWITCH SMD-20		
34.5 KV RATED DISCONNECT SWITCH		
S & C POWER FUSE TYPE SMD -20 FOR OUT DOOR		
DISTRIBUTION		
VERTICAL OFFSET STYLE.		
S & C MODEL NO: 192504		

PO: 13394 OP

I hereby certify that the above is just and correct and that payment therefore has not been received.

Signed Radmum

DELIVER TO GPA WAREHOUSE SUPPLY
 TEL # 835-2073

Thank you for shopping at Guam Pacific Enterprise.

10% Handling Charge On All Returned Items: All goods are sold "AS IS, WHERE IS" unless otherwise stated.

5,987.64	
Non Taxable SubTot	5,987.64
Taxable SubTotal	
Sales Tax	
Total	5,987.64
Total Due	

Joseph Tobla / Joseph
 Signature/Print Name

RECEIVED 29 May 2009

Guam Pacific Enterprise, Inc.

FACSIMILE TRANSMITTAL SHEET

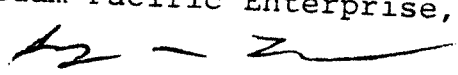
TO	Procurement Manager	FROM	Sed M. Linsangan
COMPANY	Guam Power Authority	DATE	4/13/09
FAX NUMBER	Supply Administrator	TOTAL NO. OF PAGES INCLUDING COVER	3
PHONE NUMBER		SENDER'S REFERENCE NUMBER	
RE:	Request for Extension for P.O. # 13394 OP		
<input type="checkbox"/> URGENT <input checked="" type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input checked="" type="checkbox"/> PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE			

To Jamie Pangelman,

I'm requesting a delivery extension up to May 12, 2009 due to manufacturer's shipping estimate did not materialized. Time for delivery is 10 weeks ARO which should fall on April 16, 2009.

Please see attached letter from our supplier S & C Electric.

Sincerely,
Guam Pacific Enterprise, Inc.


Sedfrey M. Linsangan
President



GUAM POWER AUTHORITY

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

April 14, 2009

Date Faxed:

Guam Pacific Enterprise, Inc.
P.O. Box 23128
GMF, Guam 96921

1st: 4/14/09
2nd: _____
3rd: _____

Attention: Sedfrey M. Linsangan
Fax: 649-6988

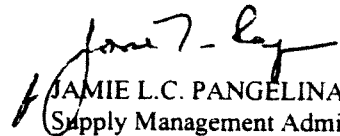
Re: Notice of Delivery Default and to Cure

Buenas, Pursuant to Section 6-101.09, 5GCA, "Liquidated Damages" be duly notified that the following purchase order contract(s) are in default on the required delivery date.

<u>OP Number</u>	<u>Required Delivery Date</u>	<u>Item Ordered:</u>
13394	04/13/09	6-Each/ 34.5 kV Rated Disconnect Switch

You are hereby notified that you have ten (10) days from the day you receive this notice to cure the default or secure a delivery extension. Liquidated damages (LD) will be assessed in the amount of ¼ of 1% of the current balance for each day issuance of notice. Deliveries made within the "curing time" will not be assessed LD. However, please be advised that after the ten days and delivery is not made, the purchase order may be processed for termination and considered in default. You will be duly notified of this termination.

If you receive this notice in error because contract is completed, please disregard, however, kindly fax certifying documents to the Procurement Office at (671) 648-3054/55. Your attention and cooperation is greatly appreciated. Thank you.


JAMIE L.C. PANGELINAN
Supply Management Administrator

cc: Procurement/PO Files

Please Acknowledge Receipt via Phone Fax to: (671) 648-3165
Note-If not acknowledged after 3rd confirmed attempt, it will be considered received

Received By: _____ Date: _____



S&C ELECTRIC COMPANY

GENERAL OFFICES CHICAGO

Specialists in High-Voltage Switching and Protection

9801 NORTH RIDGE BOULEVARD
CHICAGO, ILLINOIS 60628-3867, USA
TELEPHONE: (888) 762-1300
FAX: (773) 381-4818

FAX / TRANSMITTAL
FAX # 773-381-4818

TO:	Steve Arzie - HD Supply	DATE:	March 18, 2009
PAK NO.:	503-653-2279	OUR REF:	
FROM:	Susan Glas	YOUR REF:	
REFERENCE:	Letter for Global	S.O. OR R:	
COPIES:		PAGES:	2 (Including this Cover Sheet)

Hi Steve—

I had e-mailed this to Brian, but apparently Peter Clark from Global is in a big hurry on this. Perhaps you can get this to him.

Please let me know if you have questions or need anything else on this.

Thanks.

Suo Glas
S&C Electric Company
Phone: 888-762-1300



S&C ELECTRIC COMPANY
Excellence Through Innovation

8801 North Ridge Boulevard
Chicago, Illinois 60638-2007
Telephone (773) 338-1000
Fax (773) 338-3867

March 18, 2009

Brian Cullion
HD Supply
9151 SE McBrod
Portland, OR 97222

Subject: HD Supply PO # 406458-00

Dear Brian—

Just a note to let you know that the (6) each of Cat # 192504, ordered by Global on your PO # 406458-00 are scheduled to ship on 4/9/09.

As always, all shipping estimates are subject to prior sales of material and/or manufacturing capacity.

Please don't hesitate to call, or write, if you have questions.

Thank you.

Very truly yours,

S&C ELECTRIC COMPANY

Susan Glas

Senior Inside Sales Representative

8



GUAM POWER AUTHORITY

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

April 22, 2009

Sedfrey M. Linsangan
Guam Pacific Enterprises
P.O. Box 23128
GMF, Guam 96921

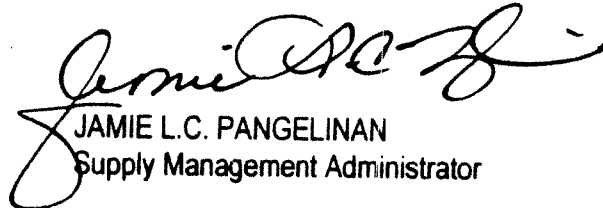
RE: Purchase Order No.: 13394
Notice of Delivery Default and to Cure

Buenas Mr. Linsangan,

The Guam Power Authority would like to acknowledge receipt of your company's request to extend the above subject purchase order delivery from April 13, 2009 to now read May 12, 2009. Please note at this time the Authority is scrutinizing all request for extensions based of projected planning within the Authority to ensure Customer Reliability and to support the Island Wide Power System.

Based on the urgency of item awarded, the Authority hereby denies your request. The delivery date of April 13, 2009 shall remain in full force.

Should you have any other questions, you may contact me at 648-3054/5.


JAMIE L.C. PANGELINAN
Supply Management Administrator

Acknowledge By:

_____ Date _____

Construction Materials Specialist
 P.O. Box 23128 G.M.F. Guam 96921
 Tel: (671) 649-6994 6997 6998 • Fax: (671) 649-6988

Sold To: Guam Power Authority
 GUAMPO P.O. Box 2977
 Hagatna GU 969322977

Invoice Date	Sales Person	Terms	Purchase Order	Pg
05/29/09 10:39:3	alvon		671/647-5783	
Qty	Item #/Description		Unit Price	Ext Price

8 EAP
 5/29/09

	STATION EQUIPMENT.REPAIR PARTS		\$997.94	\$5,987.64
	DISCONNECT SWTCH ASSEMBLY			
	DISCONNECT SWTCH SMD-20			
	34.5 KV RATED DISCONNECT SWITCH			
	S & C POWER FUSE TYPE SMD -20 FOR OUT DOOR			
	DISTRIBUTION			
	VERTICAL OFFSET STYLE.			
	S & C MODEL NO: 192504			

PO: 13394 OP

I hereby certify that the above is just and correct and that payment therefore has not been received.

Signed WAD Musum

DELIVER TO GPA WAREHOUSE SUPPLY
 TEL # 635-2073

Thank you for shopping at Guam Pacific Enterprise.

10% Handling Charge On All Returned Items: All goods are sold "AS IS, WHERE IS" unless otherwise stated

5,987.64

Non Taxable SubTot	5,987.
Taxable SubTotal	0
Sales Tax	0.
Total	5,987.
Total Due	5,987.

Joseph Tabela / Joseph Tavares
 Signature Print Name

RECEIVED 20 May 2009

GUAM POWER AUTHORITY
 DISBURSEMENT ACCOUNT
 P.O. BOX 2977
 AGANA, GUAM 96910

043980

CHECK NO. 00043980

AY

7553

DATE 07/06/09 *****5,314.03

VOID IF NOT CASHED IN 6 MONTHS

IVE THOUSAND THREE HUNDRED FOURTEEN AND 03/100 *****

TO THE ORDER OF:
 GUAM PACIFIC ENTERPRISES
 P.O. BOX 23128
 GME,
 GU
 94921

G.P.A. DISBURSEMENT ACCOUNT

Lenora M. Saing

SIGNATURE HAS A COLORED BACKGROUND (DUPLICATE CONTAINS)

⑈043980⑈ ⑆121405115⑆ 0601⑈018500⑈

GUAM POWER AUTHORITY
 DISBURSEMENT ACCOUNT
 P.O. BOX 2977
 AGANA, GUAM 96910

Check No. - 43980
 Check Date - 07/06/09

DETACH STATEMENT BEFORE DEPOSITING

Stub 1 of 1

CHEQUE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	NET AMOUNT
94	060309	35194			673.61-
94	052909	35194			5,987.64
			-----		5,314.03

JV# 35194

5,314.03

12

MELISSA

Exhibit D

CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12355 03**

MUST APPEAR ON ALL INVOICE
PACKING SLIPS, PACKAGES, B,
CORRESPONDENCE, ETC.

PO DATE JOB ORDER NO./

2/08/08 32100.154100

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VENDOR
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GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMF,
GU
96921

T: 649-6998 F: 649-6988

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 03/06/08 4 Wks. ARO	EXPIRING	DISCOUNT TERMS:
-------------------------	----------------	--------------	---	----------	-----------------

DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT	DATE
BATTERY, D CELL, 2/PKG, SUP S613500003	300	PK	\$3.130	\$939.00	01/29/08	18222 03
<p>Battery, D Cell, 2 per Pack (Do not alter quantity per pack) 1.5 Volt Premium Reference: Energizer, Part No.: E95BP-2 GPA Index No.: S613500003</p> <p>DELIVERY REQUIREMENT: 4-6 Weeks ARO</p> <p>Marking Requirements: Stencil 1" GPA Index No./P.O. No./Quantity per Box</p> <p>BATTERY, AAA CELL, 2/PG, EM S613500814</p> <p>Battery, AAA Cell, 2 per Pack (Do not alter quantity per pack) 1.5 Volt Premium Reference: Energizer, Part No.: E92BP-2 GPA Index No.: S613500814</p> <p>DELIVERY REQUIREMENT: 4-6 Weeks ARO</p> <p>Marking Requirements: Stencil 1" GPA Index No./P.O. No./Quantity per Box</p>						
	50	PK	\$1.810	\$90.50	01/29/08	18222 03

RECEIVING REPORT			
DEPT.	WISS STOCK	OP#	12355
BATCH	463491	DATE	4/2/08
REC'D BY	[Signature]		

COMPLETED

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

PAGE 1 OF 3

TOTAL

<< DO NOT F
ORDER IF
COST EX
TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE:

[Signature]
JOAQUIN C. FLORES, P.E., General Manager

Delegated Authority

2/12/08

MELISSA

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER
No. **12355**
MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES,
CORRESPONDENCE, ETC.

PO DATE: **2/08/08**
JOB ORDER NO.: **32100.15410**

CIF DEDEDO WAREHOUSE

V
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GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921

VENDOR
7553

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

T: 649-6998 F: 649-6988

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 03/06/08 4 Wks. ARO	EXPIRING	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
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NOTE TO VENDOR:

1. Delivery is no later than the date indicated above.
2. All late deliveries and acceptance are subject to the liquidated Damages Clause in Section 6-101.09.1 of the Guam Procurement Regulations.

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 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

18222 08

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

PAGE 2 OF 3

<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

SIGNATURE:

JOAQUIN C. FLORES, P.E., General Manager
Delegated Authority

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

2/12/08

MELISSA *ML*

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12355**

MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES,
CORRESPONDENCE, ETC.

CIF DEDEDO WAREHOUSE

PO DATE: 2/08/08
JOB ORDER NO.: 32100.154100

V
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VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

T: 649-6998

F: 649-6988

PAGE 3 OF 3

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 03/06/08 4 Wks. ARO	EXPIRING	DISCOUNT TERMS:
-------------------------	----------------	--------------	---	----------	-----------------

DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
-----------------------------	-----	------	------------	--------	-----------------

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.

PAYMENT TERMS:
NET THIRTY (30) DAYS after receipt of goods and/or services.

REVIEWED BY: *Jamie L.C. Pangelinam* Date: *2-13-08*
JAMIE L.C. PANGELINAM
Supply Management Administrator

18222 00

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

\$1,029.50

TOTAL

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

SIGNATURE: *Joaquin C. Flores*
JOAQUIN C. FLORES, P.E., General Manager
2/13/08

MELIS *MLH*

COPY

CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. *123456789*

MUST APPEAR ON ALL INVOICES:
PACKING SLIPS, PACKAGES, B/L
CORRESPONDENCE, ETC.

PO DATE
11/08/07

JOB ORDER NUMBER
3210K

VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921

T: 649-6998 F: 649-6988

RECEIVING SECTION
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE

DEDEDO, GUAM 96929
CALL BEFORE DELIV.
TEL: (671) 635-2073

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 6-7 Wks. ARO	EXPIRING 01/16/08	DISCOUNT TERMS:
-------------------------	----------------	--------------	-----------------------------------	----------------------	-----------------

DESCRIPTION QUANTITY UNIT PRICE TOTAL

TERMINAL, 3-PT, INSULATED B	100	EA	\$121.900	\$121.90 \$12,190.00	11/15/07	17986	OR
PR, BRONZE, #2 SOL - 350 KC SSUT1365	<i>1</i>	<i>5/7/08</i>					

Terminal, Three Point, Squid Type, Copper #2-350 Kcmil
Insulated Bus Conductor, Bolted Type, Bronze
As per GPA Specification No.: E-015
GPA Index No.: SSUT1365
Reference: Elastinold
Part No.: UPB33SLGP
Delivery Requirement: 4-6 Weeks ARO

Marking Requirement:
Stencil 1" GPA Index No./P.O. No./Qty. per Box

NOTE TO VENDOR:
1. Delivery is no later than the date indicated above.
2. All late deliveries and acceptance are subject to the liquidated Damages Clause in Section 6-101.09.1 of the Guam Procurement Regulations.

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

COMPLETED

RECEIVING REPORT	
DEPT. <i>WHSE</i>	OP# <i>12132</i>
BATCH <i>466936</i>	DATE <i>5/7/08</i>
REC'D BY <i>[Signature]</i>	

5-7-08
[Signature]

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

JCF

PAGE 1 OF 2

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE:

[Signature]

JOAQUIN C. FLORES, P.E., General Manager

Delegated Authority

11/23/07
[Signature]

MELISSA *[Signature]*

COPY

CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. *[Redacted]*

MUST APPEAR ON ALL INVOICE
PACKING SLIPS, PACKAGES, B/L
CORRESPONDENCE, ETC.

PO DATE
11/08/07

JOB ORDER NO./C
32100.154100

VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921

T: 649-6998

F: 649-6988

PAGE 2 OF 2

RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 6-7 Wks. ARO	EXPIRING 01/16/08	DISCOUNT TERMS:
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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 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.

17986 OR

PAYMENT TERMS:

NET THIRTY (30) DAYS after receipt of goods and/or services.

REVIEWED BY:

[Signature]
JAMIE L.C. PANGELINAN

Date

Supply Management Administrator

11-23-07

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

\$12,190.00

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: _____ DATE: _____

SIGNATURE OF VENDOR

SIGNATURE:

[Signature]
JOAQUIN C. FLORES, P.E., General Manager

Date: 11/23/07

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS



GUAM POWER AUTHORITY

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

April 01, 2008

Guam Pacific Enterprises
P.O. Box 23128
G.M.F., Guam 96921

Attention: Mr. Sedfrey Linsangan
Fax: 649-6908

Buenas, Pursuant to Section 6-101.09, 5GCA, "Liquidated Damages" be duly notified that the following purchase order contract(s) are in default on the required delivery date.

<u>OP Number</u>	<u>Required Delivery Date</u>	<u>Items Ordered/Project</u>
12132	03/31/2008	Terminals

You are hereby notified that you have ten (10) days from the day you receive this notice to cure the default or secure a delivery extension. Liquidated damages (LD) will be assessed in the amount of $\frac{1}{4}$ of 1% of the current balance for each day issuance of notice. Deliveries made within the "curing time" will not be assessed LD. However, please be advised that after the ten days and delivery is not made, the purchase order may be processed for termination and considered in default. You will be duly notified of this termination.

If you receive this notice in error because contract is completed, please disregard, however, kindly fax certifying documents to the Procurement Office at (671) 648-3165. Your attention and cooperation is greatly appreciated. Thank you.

J.P.
For JAMIE L.C. PANGELINAN
Supply Management Administrator

cc: Procurement/PO Files

Please Acknowledge Receipt via Phone Fax to: (671) 648-3165
Note-If not acknowledged after 3rd confirmed attempt, it will be considered received

Received By: _____ Date: _____

90



GUAM POWER AUTHORITY

ATURIDAT ILEKTRESEDAT GUAHAN
P O BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

January 17, 2008

Guam Pacific Enterprises
P.O. Box 23128
G.M.F., Guam 96921

Attention: Sales (Analyst)
Fax: 649-6988

Re: Notice of Delivery Default and to Cure

Buenas, Pursuant to Section 6-101.09, 5GCA, "Liquidated Damages" be duly notified that the following purchase order contract(s) are in default on the required delivery date.

<u>OP Number</u>	<u>Required Delivery Date</u>	<u>Items Ordered/Project</u>
12132	1/16/2008	Terminal, Three Point, Squid Type

You are hereby notified that you have ten (10) days from the day you receive this notice to cure the default or secure a delivery extension. Liquidated damages (LD) will be assessed in the amount of 1/4 of 1% of the current balance for each day issuance of notice. Deliveries made within the "curing time" will not be assessed LD. However, please be advised that after the ten days and delivery is not made, the purchase order may be processed for termination and considered in default. You will be duly notified of this termination.

If you receive this notice in error because contract is completed, please disregard, however, kindly fax certifying documents to the Procurement Office at: (671) 648-3165. Your attention and cooperation is greatly appreciated. Thank you.

Jamie L.C. Pangelinan
JAMIE L.C. PANGELINAN
Supply Management Administrator

cc. Procurement/PO Files

Please Acknowledge Receipt via Phone Fax to: (671) 648-3165
 Note-If not acknowledged after 3rd confirmed attempt, it will be considered received

Received By: Andy N. Gomez Date: 1/22/08

114

**Guam Pacific Enterprise, Inc.
P.O. Box 23128
GMF, Guam 96921
Tel.Nos.: 649-6997/8
Fax No.:649-6988**

**To: Guam Power Authority
Attention: Ms. Jamie L.C. Pangelinan
(Supply Management Administrator)
Re: Letter of Notice of Delivery Default**

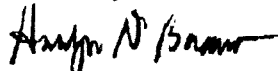
Dear Ms. Pangelinan:

We have received your notice of delivery default and informed our supplier about this letter.

We have attached copy of our supplier's message regarding status of your order. Your order is currently on the water and expected to arrive by first week of February.

We are asking your kind consideration regarding this matter. Please do not hesitate to call our office if you have further questions. Thank you for your understanding.

Sincerely,



**Analyn Bravo
G.P.E. Sales Mgr.**

MEZ,

*Please have vendor
provide shipping doc.
to support claim.*

*R.W
1/22/08*



EE) G.P.A... DOSSERT ITEMS IN OUR TRIPLE-8 SHIPMENT TO GUAM AS PER CC) ABOVE. ELASTIMOULD ITEMS (100 ORDERED) WILL BE IN TWO (2) SHIPMENTS. 90 PIECES ARE DIVERTED FROM DELIVERY TO PORTLAND TO DELIVERY TO TRIPLE-8 OAKLAND. I AM HOPEFUL THAT THESE CAN BE IN OUR SAME GUAM SHIPMENT...DETAILS TO FOLLOW. MEANWHILE, I AM AWAITING CONFIRMATION OF 10 PIECE BALANCE WHICH FACTORY SAYS SHOULD SHIP OUT ON FRIDAY OF THIS WEEK. WITH SIZE AND ETC. I WILL WORK TO GET THE BALANCE 10 UNITS TO YOU ASAP (MAYBE VIA "PRIORITY MAIL" SINCE THEY ARE ONLY 5 LBS/EACH) MORE TO FOLLOW ON THIS MATTER ASAP.

I AM WORKING ON OTHER MATTERS AND WILL FAX MORE TO YOU SHORTLY.... BEST REGARDS,

P. B. G.

GPE Guam Pacific Enterprise, Inc.

INVOICE

Invoice No 2541

Construction Materials Specialist
 P.O. Box 23128 G.M.F. Guam 96921
 Tel: (671) 649-6994/6997/6998 • Fax: (671) 649-6988

Sold To: Guam Power Authority
 GUAMPO P.O. Box 2077
 Hagatna GU 969322977

Invoice Date	Sales Person	Terms	Purchase Order	Pg
04/02/08 11:30:3	Analyn		871/A47-5793	
Qty	Item #/Description	Unit Price	Ext Price	
300 EA P	TORRES 4-2-08 BATTERY, D CELL, 2/PKG, SUP S013500003 1.5 VOLT PREMIUM ENERGIZER	200 \$3.13	\$939.00	
30 EA P	TORRES 4-2-08 BATTERY, AAA CELL, 2/PKG, S013500814 1.5 VOLT PREMIUM ENERGIZER	50 \$1.81	\$90.50	

0: 12355 CP

I hereby certify that the above is just and correct
 and that payment therefore has not been received.

Signed TORRES

OR GPA DEDEDU WAREHOUSE

Non Taxable SubTot 1 029 50
 Taxable SubTotal 0 00
 Sales Tax 0 00
 Total 1 029 50
 Total Due 1 029 50

Thank you for shopping at Guam Pacific Enterprise

10% Handling Charge On All Returned Items: All goods are
 sold "AS IS, WHERE IS" unless otherwise stated.

C.T. TORRES
 Signature/Print Name

Construction Materials Specialist
 P.O. Box 23128 G.M.F. Guam 96921
 Tel.: (671) 649-6994/6997/6998 • Fax: (671) 649-6988

Sold To: Guam Power Authority
 GUAM INC. P.O. Box 2077

Invoice Date	Sales Person	Terms	Purchase Order	Pg
--------------	--------------	-------	----------------	----

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
200	TERMINAL 3-FT. INSULATED 8 PF. BRONZE #2 ELASTIMOLD LIPB33RLGP SOL7108	\$121.90	\$12,068.10

Torres L
 4-11-08

12182 OP

I hereby certify that the above is just and correct and that payment therefore has not been received.

Signed *Torres L*

FOR OPERATIONAL WAREHOUSE

Non Taxable SubTot	12,068.10
Taxable SubTotal	0.00
Sales Tax	0.00
Total	12,068.10
Total Due	12,068.10

Thank you for shopping at Guam Pacific Enterprise.
 10% Handling Charge On All Returned Items: All goods are sold "AS IS, WHERE IS" unless otherwise stated.

Torres L
 Signature/Print Name

GUAM POWER AUTHORITY
 DISBURSEMENT ACCOUNT
 P.O. BOX 2977
 AGANA, GUAM 96910

Check No. - 39333
 Check Date - 05/20/08

DETACH STATEMENT BEFORE DEPOSITING

Stub 1 of 1

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT PAID
25403	040208	25403	59.19-		59.19-
25403	040208	25403	1,029.50		1,029.50
25648	041108	25648	12,068.10		12,068.10
			13,038.41		13,038.41

PURCHASE ORDER

JAMIE *[Signature]*

Exhibit E

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

CIF DEDEDO WAREHOUSE

THIS PURCHASE ORDER NUMBER

No. **12100-03**

MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES, EAL,
CORRESPONDENCE, ETC.

PO DATE 1/16/08	JOB ORDER NO./OBJ. 32100.154100
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GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMF,
GU
96921

T: 649-6988 F: 649-6988

VENDOR
7553

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE

DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671)635-2073

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 02/25/08 4 Wks. ARO	EXPIRING	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DATE	NO.
LOADBREAK INSULATED CAP, 15 CLASS, FULLY SHIELDED SSUC0230 Loadbreak, Insulated Cap with Ground 15Kv Class, Fully Shielded Reference: Elastimold Part No.: 160DRG GPA Index No.: SSUC0230 Delivery Requirements: 4 Weeks ARO Marking Requirements: Stencil 1" GPA Index No./P.O. No./Quantity per Box	20	EA	\$33.800	\$676.00	01/08/08	18169
INSULATING PARKING BUSHING, WITH ACCESSORIES AND INSTRU SSUB0133 Bushing, Insulating Parking, 15Kv with Accessories and Instruction Sheet Reference: Elastimold Part No.: 161-SOP/160SP GPA Index No.: SSUB0133 Delivery Requirements: 4 Weeks ARO	20	KI	\$52.000	\$1,040.00	01/16/08	18160

INSTRUCTIONS TO VENDOR:
SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

[Handwritten Signature]

PAGE 1 OF 4

TOTAL

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

SIGNATURE: *[Handwritten Signature]*
JOAQUIN C. FLORES, P.E., General Manager
Delegated Authority

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

PURCHASE ORDER

JAMIE 

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12306 03**

MUST APPEAR ON ALL INVOICE
PACKING SLIPS, PACKAGES, B/L
CORRESPONDENCE, ETC.

CIF DEDEDO WAREHOUSE

PO DATE
1/16/08

JOB ORDER NO./C
32100.154100

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GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921

VENDOR
7553

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

T: 649-6998

F: 649-6988

Warehouse

AUTHORITY

INVITATION NO.

CONTRACT NO.

TIME FOR
DELIVERY
02/25/08

EXPIRING

DISCOUNT TERMS:

3-204.03.1

4 Wks. ARO

DESCRIPTION / SUPPLIER ITEM

QTY UNIT

UNIT PRICE

AMOUNT

DOCUMENT #/REV.

Marking Requirements:
Stencil 1" GPA Index No./P.O. No./Quantity per Box
LINT FREE ABSORBENT CLOTH, 80 PK

\$13.690

\$1,095.20

01/08/08 18166 03

100/PKG, NON-WOVEN, NON-ABR
SSUL0144

Lint Free Absorbent Cloth, Static Free Wipes,
Non-abrasive, 9" x 9 Inch Wipes, 100 Each per Pack
Reference: Mcmaster
Part No.: 7089T12
GPA Index No.: SSUL0144

Delivery Requirements:
4 Weeks ARO

Marking Requirements:
Stencil 1" GPA Index No./P.O. No./Quantity per Box

600 Amp Dead-End Plug 25 EA

\$46.800

\$1,170.00

01/08/08 18166 03

Manuf. (Elastimold)
SSUP1003

600 Amp Dead-End Plug
Reference: Elastimold
Part No.: K650BIP
GPA Index No.: SSUP1003

Delivery Requirements:
4 Weeks ARO

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

PAGE 2 OF 4


TOTAL

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

SIGNATURE:


JOAQUIN C. FLORES, P.E., General Manager

Delegated Authority

1/28/08


ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

JAMES
 CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
 P.O. Box 2977
 Hagatna, Guam 96932
 TELEPHONE: (671) 648-3054/5
 FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER
 No. **12306 08**
 MUST APPEAR ON ALL INVOICE
 PACKING SLIPS, PACKAGES, B/L
 CORRESPONDENCE, ETC.
 PO DATE 1/16/08
 JOB ORDER NO./O 32100.154100

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VENDOR 7553
 GUAM PACIFIC ENTERPRISES
 P.O. BOX 23128
 GMF,
 GU
 96921
 T: 649-6998 F: 649-6988

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RECEIVING SECTION:
 GUAM POWER AUTHORITY
 DEDEDO WAREHOUSE
 DEDEDO, GUAM 96929
 CALL BEFORE DELIVERY
 TEL: (671) 635-2073
 Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 02/25/08 4 Wks. ARO	EXPIRING
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DISCOUNT TERMS:

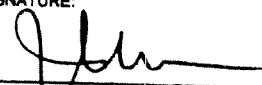
DESCRIPTION / SUPPLINE ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
Marking Requirements: Stencil 1" GPA Index No./P.O. No./Quantity per Box NOTE TO VENDOR: 1. Delivery is no later than the date indicated above. 2. All late deliveries and acceptance are subject to the liquidated Damages Clause in Section 6-101.09.1 of the Guam Procurement Regulations. 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 notify the Government of the conviction within twenty-four					18168 08

INSTRUCTIONS TO VENDOR:
 SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
 PO BOX 2977, CODE 33, HAGATNA, GUAM 96932
 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

PAGE 3 OF 4
 TOTAL

<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
 SIGNATURE OF VENDOR
 RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE:

 JOAQUIN C. FLORES, P.E., General Manager
 Delegated Authority
 Date 1/20/08

PURCHASE ORDER

JAMIE 

GUAM POWER AUTHORITY
 P.O. Box 2977
 Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
 FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12306** *CR*

MUST APPEAR ON ALL INVOICES,
 PACKING SLIPS, PACKAGES, BL.,
 CORRESPONDENCE, ETC.

CIF DEDEDO WAREHOUSE

PO DATE 1/16/08	JOB ORDER NO./OB 32100.154100
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VENDOR
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GUAM PACIFIC ENTERPRISES
 P.O. BOX 23128
 GMF,
 GU
 96921


T: 649-6998 F: 649-6988 PAGE 4 OF 4

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RECEIVING SECTION:
 GUAM POWER AUTHORITY
 DEDEDO WAREHOUSE
 DEDEDO, GUAM 96929
 CALL BEFORE DELIVERY
 TEL: (671) 635-2073

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 02/25/08 4 Wks. ARO	EXPIRING	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT REF. #
<p>(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>PAYMENT TERMS: NET THIRTY (30) DAYS after receipt of goods and/or services.</p> <p>REVIEWED BY:  1-25-08 JAMIE L.C. PANGELINAN Date Supply Management Administrator</p>					18168.00

INSTRUCTIONS TO VENDOR: SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977, CODE 33, HAGATNA, GUAM 96932 PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION	\$3,981.20	<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL
TOTAL		

ACKNOWLEDGED BY: _____ DATE: _____ SIGNATURE OF VENDOR	SIGNATURE:  JOAQUIN C. FLORES, P.E., General Manager Date: 1/28/08 Delegated Authority
RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS	

Construction Materials Specialist
 P.O. Box 23128 G.M.F. Guam 96921
 Tel.: (671) 649-6994/6997/6998 • Fax: (671) 649-6988

Sold To: Guam Power Authority
 GUAMPO P.O. Box 2077
 Hagatna GU 969322977

Invoice Date	Sales Person	Terms	Purchase Order	Pg
07/25/08 08:44:0	alvon		671/647-5793	
Qty	Item #/Description	Unit Price	Ext Price	
72 EA.F	LINT FREE ABSORBENT CLOTH, STATIC FREE WIPES NON-ABRASIVE 9X9 INC WIPES 100 PER PK	\$13.68	\$985.68	

D. 12308 OF

I hereby certify that the above is just and correct and that payment therefore has not been received.

Signed *Narciso*

Non Taxable SubTot	985.68
Taxable SubTotal	0.00
Sales Tax	0.00
Total	985.68
Total Due	985.68

Thank you for shopping at Guam Pacific Enterprise

10% Handling Charge On All Returned Items: All goods are sold "AS IS, WHERE IS" unless otherwise stated.

Torres C
 Signature/Print Name
Torres C

GUAM POWER AUTHORITY
DISBURSEMENT ACCOUNT
P.O. BOX 2977
AGANA, GUAM 96910

Check No. - 40367
Check Date - 08/20/08

DETACH STATEMENT BEFORE DEPOSITING

Stub 1 of 1

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT PAID
28154	072508	28154	369.63		369.63
28154	072508	28154	985.68		985.68
			616.05		616.05

MELIS *111* Exhibit F

COPY

CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12132 04**

MUST APPEAR ON ALL INVOICES
PACKING SLIPS, PACKAGES, B/L,
CORRESPONDENCE, ETC.

PO DATE **11/08/07** JOB ORDER NO/OE
32100.154100

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VENDOR
7553
GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921

T: 649-6998 F: 649-6988

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 6-7 Wks. ARO	EXPIRING 01/16/08	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT #/BILL#
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TERMINAL, 3-PT, INSULATED B	100	EA	\$121.900	\$12,190.00	11/15/07 17986 OK
PE, BRONZE, #2 SOL - 350 KC SSUT1365	99	torres		\$12,068.10	

Terminal, Three Point, Squid Type, Copper #2-350 Kcmil
Insulated Bus Conductor, Bolted Type, Bronze
As per GPA Specification No.: E-015
GPA Index No.: SSUT1365
Reference: Elastimold
Part No.: UPB33SLGP
Delivery Requirement: 4-6 Weeks ARO

Marking Requirement:
Stencil 1" GPA Index No./P.O. No./Qty. per Box

NOTE TO VENDOR:
1. Delivery is no later than the date indicated above.
2. All late deliveries and acceptance are subject to the liquidated Damages Clause in Section 6-101.09.1 of the Guam Procurement Regulations.

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

RECEIVING REPORT	
DEPT. WHS	OP# 12132
BATCH 464755	DATE 4/11/08
REC'D BY JR.	

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

JR.

PAGE 1 OF 2

TOTAL

<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE: *JCF*
JOAQUIN C. FLORES, P.E., General Manager
Date: **11/23/07**
Delegated Authority

MELISSA *MLL*

COPY

CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12132 02**

MUST APPEAR ON ALL INVOICE
PACKING SLIPS, PACKAGES, B1
CORRESPONDENCE, ETC.

PO DATE
11/08/07

JOB ORDER NO./C
32100.154100

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VENDOR
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GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GNP,
GU
96921

T: 649-6998

F: 649-6988

PAGE 2 OF 2

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE

DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 6-7 Wks. ARO	EXPIRING 01/16/08	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
-----------------------------	-----	------	------------	--------	-----------------

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 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.

17986 OR

PAYMENT TERMS:
NET THIRTY (30) DAYS after receipt of goods and/or services.

REVIEWED BY: *Jamie L.C. Pangelinan*
JAMIE L.C. PANGELINAN
Supply Management Administrator

11-23-07

Date

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

\$12,190.00

TOTAL

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

SIGNATURE:

Joaquin C. Flores

JOAQUIN C. FLORES, P.E., General Manager

Delegated Authority

11/23/07
Date

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

VBARCINAS

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12414** OP

MUST APPEAR ON ALL INVOICE
PACKING SLIPS, PACKAGES, B1
CORRESPONDENCE, ETC.

CIF DEDEDO WAREHOUSE

PO DATE
3/17/08

JOB ORDER NO./C

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VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMF,
GU
96921

TEL:649-6998

FAX:649-6988

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

Dededo/Dededo 1

AUTHORITY

INVITATION NO.

CONTRACT NO.

TIME FOR
DELIVERY

EXPIRING

DISCOUNT TERMS:

3-204.02.1

6 WEEKS ARO

05/27/08

DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
-----------------------------	-----	------	------------	--------	-----------------

10

EA

\$19.130

\$191.30

03/28/08

10287 CR

1-1/2" Spiral Wound Gasket
Flexitalic Style "CGI" Spiral Wound
1-1/2" Nominal Pipe Size
Class 3/600 Pressure Rating
ASME B16.20 Gasket Standard
316L Flexicarb Winding Material
Carbon Steel Outer Ring Material
316L Inner Ring Material

Marking Requirements:

Stencil 1" GPA Index No./P.O. No./Quantity Per Box

GPA INDEX NO.: DCT0410

NOTE TO VENDOR:

1. Delivery is no later than the date indicated above.
2. All late deliveries and acceptance are subject to the liquidated Damages Clause in Section 6-101.09.1 of the Guam Procurement Regulations.

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

RECEIVING REPORT

DEPT. Dededo CT

OP # 12414

BATCH 407609

DATE 14 May 08

REC'D BY [Signature]

COMPLETED

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

Page 1 of 2

TOTAL

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: _____ DATE: _____

SIGNATURE OF VENDOR

SIGNATURE:

[Signature]

JOAQUIN C. FLORES, P.E., General Manager Date

Delegated Authority

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

4/14/08

[Signature]

VBARCINAS

CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER
No. **12416**
MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, CORRESPONDENCE, ETC.

PO DATE: 3/17/08
JOB ORDER NO: 32100.154106

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VENDOR: 7553
Page 2 of 2
GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921
TEL: 649-6998
FAX: 649-6988

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073
Dededo/Dededo 1

AUTHORITY 3-204.02.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 6 WEEKS ARO	EXPIRING 05/27/08	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	EXTENDED QUANTITY
-----------------------------	-----	------	------------	--------	-------------------

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 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.

18287 #OR

PAYMENT TERMS:
NET THIRTY (30) DAYS after receipt of goods and/or services.

REVIEWED BY: *Jemie L.C. Pangelinan* 4-14-08
JEMIE L.C. PANGELINAN Date
Supply Management Administrator

INSTRUCTIONS TO VENDOR:
SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY, PO BOX 2977, CODE 33, HAGATNA, GUAM 96932
PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

\$191.30
TOTAL

<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR
RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE: *Joaquin C. Flores* 4/14/08
JOAQUIN C. FLORES, P.E., General Manager Date
Delegated Authority

GPE Guam Pacific Enterprise, Inc.

INVOICE

Invoice No 26340

Construction Materials Specialist
 P.O. Box 23128 G.M.F. Guam 96921
 Tel.: (671) 649-6994/6997/6998 • Fax: (671) 649-6988

Sold To: Guam Power Authority
 GUAMPO P.O. Box 2977
 Hagatna GU 969322977

Invoice Date	Sales Person	Terms	Purchase Order	Pg
05/07/08 14:04:4	Analya		871/817-5783	
Qty	Item #/Description	Unit Price	Ext Price	
1 EA P	TERMINAL, 3-FT INSULATED B PE, BRONZE #2 ELASTIMOLD UPB33SLGP SSUT138	\$121.00	\$121.00	

5/7/08

D 12132 CP

I hereby certify that the above is just and correct
 and that payment therefore has not been received.

Signed

Radmison

FOR GRA DEFEND WAREHOUSE
 (SEE INV#25618) DELIVERY SHORT OF 1EA)

Non Taxable SubTot	121.00
Taxable SubTotal	0.00
Sales Tax	0.00
Total	121.00
Total Due	121.00

Thank you for shopping at Guam Pacific Enterprise.

10% Handling Charge On All Returned Items: All goods are
 sold "AS IS, WHERE IS" unless otherwise stated.

Radmison 5/7/08
 Signature/Print Name

GPE Guam Pacific Enterprise, Inc.

INVOICE

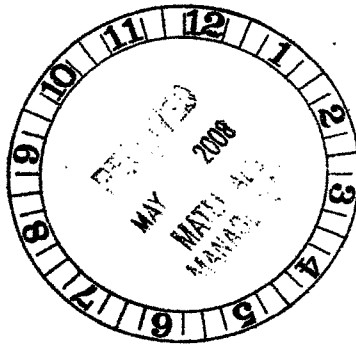
Invoice No. 2849

Construction Materials Specialist
 P.O. Box 23128 G.M.F. Guam 96921
 Tel.: (671) 649-6994/6997/6998 • Fax: (671) 649-6988

Sold To: Guam Power Authority
 GUAMPO P.O. Box 2077
 Hagatna GU 969322877

Invoice Date	Sales Person	Terms	Purchase Order	Pg
05/14/08 09:12:5	alvon		671/PA7-57R3	
Qty	Item #/Description	Unit Price	Ext Price	
10 EA P	1 1/2" SPIRAL WOUND GASKET	\$19.13		\$191.30

D: 12414 OP



I hereby certify that the above is just and correct and that payment therefore has not been received.

Signed Radmum

DELIVER TO GPA

Non Taxable SubTot	191.30
Taxable SubTotal	0.00
Sales Tax	0.00
Total	191.30
Total Due	191.30

Thank you for shopping at Guam Pacific Enterprise.

10% Handling Charge On All Returned Items: All goods are sold "AS IS, WHERE IS" unless otherwise stated.

Jdas 14 May 08
 Signature/Print Name

GUAM POWER AUTHORITY
 DISBURSEMENT ACCOUNT
 P.O. BOX 2877
 AGANA, GUAM 96910

Check No. - 39663
 Check Date - 06/20/08

DETACH STATEMENT BEFORE DISBURSING

Stub 1 of 1

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT PAID
26342	050708	26342	10.36-		10.36-
26342	050708	26342	121.90		121.90
26493	051408	26493	191.30		191.30
			302.84		302.84

PURCHASE ORDER

MELISSA

Exhibit G

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12140 OP**

MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES, B/L,
CORRESPONDENCE, ETC.

CIF DEDEDO WAREHOUSE

PO DATE 11/09/07	JOB ORDER NO./OBJ 32100.154100
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VENDOR
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GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMF,
GU
96921

T: 649-6998 F: 649-6988

RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE

DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

Warehouse

AUTHORITY	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS:
3-204.03.1			8 Wks. ARO	01/18/08	

DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
LUGS, MECHANICAL 2-TERMINAL COPPER 4/0 - 300MCM SSUL0882 Lugs, Mechanical Terminal, Compact, Copper terminal for joining two cables to a single terminal block. 4/0-300 MCM AWG GPA Index No.: SSUL0882 Ref: Dossier P/N: H2L-30-2N Marking Requirements: Stencil 1" GPA Index No./P.O. No./Quantity per Box 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. NOTE TO VENDOR: 1. Delivery is no later than the date indicated above. 2. All late deliveries and acceptance are subject to the liquidated Damages Clause in Section 6-101.09.1 of the Guam Procurement Regulations.	140	EA	\$27.680	\$3,875.20	10/24/07 17984 OR

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

PAGE 1 OF 3

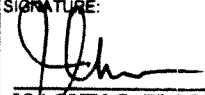
TOTAL

<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

ACKNOWLEDGED BY: _____ DATE: _____

SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE: 

11/20/07
Date

JOAQUIN C. FLORES, P.E., General Manager
Delegated Authority

PURCHASE ORDER

MELISSA *fill*

GUAM POWER AUTHORITY
 P.O. Box 2977
 Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
 FAX: (671) 648-3165

THIS PURCHASE ORDER NUMBER

No. **12140** OF

MUST APPEAR ON ALL INVOICE:
 PACKING SLIPS, PACKAGES, B/L
 CORRESPONDENCE, ETC.

CIF DEDEDO WAREHOUSE

PO DATE 11/09/07	JOB ORDER NO./OI 32100.154100
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VENDOR
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GUAM PACIFIC ENTERPRISES
 P.O. BOX 23128
 GMF,
 GU
 96921

T: 649-6998 F: 649-6988

**S
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RECEIVING SECTION:
 GUAM POWER AUTHORITY
 DEDEDO WAREHOUSE
 DEDEDO, GUAM 96929
 CALL BEFORE DELIVERY
 TEL: (671) 635-2073

Warehouse

AUTHORITY

INVITATION NO.

CONTRACT NO.

TIME FOR DELIVERY

EXPIRING

DISCOUNT TERMS:

3-204.03.1

8 Wks. ARO

01/18/08

DESCRIPTION / SUPPLIER ITEM

QTY UNIT

UNIT PRICE

AMOUNT

DOCUMENT NUMBER

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 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.

17984 OR

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY
 PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

PAGE 2 OF 3

TOTAL

<< DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
 SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE:

Joaquin C. Flores
 JOAQUIN C. FLORES, P.E., General Manager
 Delegated Authority

11/20/07
 Date

MELISSA

PURCHASE ORDER

THIS PURCHASE ORDER NUMBER

No. **12140 OP**

MUST APPEAR ON ALL INVOICE
PACKING SLIPS, PACKAGES, B/L
CORRESPONDENCE, ETC.

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

PO DATE: 11/09/07
JOB ORDER NO./O: 32100.154100

CIF DEDEDO WAREHOUSE

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VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMF,
GU
96921

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 635-2073

T: 649-6998 F: 649-6988

PAGE 3 OF 3

Warehouse

AUTHORITY 3-204.03.1	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY 8 Wks. ARO	EXPIRING 01/18/08
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DISCOUNT TERMS:

DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
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PAYMENT TERMS:
NET THIRTY (30) DAYS after receipt of goods and/or services.

17984 OR

REVIEWED BY: Jamie L.C. Pangelinan 11-19-07
Date
Supply Management Administrator

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

\$3,875.20

TOTAL

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

RETURN TO PROCUREMENT DIVISION AT ABOVE ADDRESS

SIGNATURE: Joaquin C. Flores 11/20/07
Date
JOAQUIN C. FLORES, P.E., General Manager
Delegated Authority

GPE Guam Pacific Enterprise, Inc.

INVOICE

Invoice No **24146**

Construction Materials Specialist
 P.O. Box 23128 G.M.F. Guam 96921
 Tel.: (671) 649-6994/6997/6998 • Fax: (671) 649-6988

Sold To: **Guam Power Authority**
 GUAMPO P.O. Box 2077
 Hagatna GU 969322977

Invoice Date	Sales Person	Terms	Purchase Order	Pg
02/28/2008	...		8716475780	
Qty	Item #/Description		Unit Price	Ext Pri
30 EA P	LUGE. MECHANICAL 2-TERMINAL COPPER		\$27.88	\$8,375.20
	4'S-300M/3M #H2L-30-2N			

PF. 2/13/08

PO 12140 OP

I hereby certify that the above is just and correct and that payment therefore has not been received.

Signed *[Signature]*

FOR OFFEROR USE ONLY (NO WAREHOUSE)

Thank you for shopping at Guam Pacific Enterprise.

10% Handling Charge On All Returned Items: All goods are sold "AS IS, WHERE IS" unless otherwise stated.

	3,875.20
Non Taxable SubTot	3,875
Taxable SubTotal	0
Sales Tax	0
Total	3,875
Total Due	3,875

[Signature]
 Signature/Print Name

GUAM POWER AUTHORITY
 DISBURSEMENT ACCOUNT
 P.O. BOX 2977
 AGANA, GUAM 96910

Check No. - 38726
 Check Date - 03/20/09

DETACH STATEMENT BEFORE DEPOSITING

Stub 1 of 1

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT PAID
24146	021308	24146	251.89-		251.89-
24146	021308	24146	3,875.20		3,875.20
			3,623.31		3,623.31

PURCHASE ORDER

THIS PURCHASE ORDER NUMBER

No. **9177-05**

MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES, B/L,
CORRESPONDENCE, ETC.

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 646-9251-3 649-0551/2
FAX: (671) 646-8163

PO DATE 12/02/04	JOB ORDER NO/OBJ 32100.154100
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BLISSAU

Exhibit A

CIF DEDEDO WAREHOUSE

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VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GNP,
GU
96921
T: 649-6997
F: 649-6998

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RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE

DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671)637-8172/4

BRANCH/PLANT:
Warehouse

AUTHORITY 3-202.02	INVITATION NO. GPA-005-05	CONTRACT NO. C-005-05	TIME FOR DELIVERY 4-6 Wks. ARO	EXPIRING 02/28/05	DISCOUNT TERMS:
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DESCRIPTION / SUPPLIER ITEM	QTY	UNIT	UNIT PRICE	AMOUNT	ISSUE DATE	ISSUE NUMBER
LUGS, MECHANICAL 2-TERMINAL COPPER, SSUL0884 Lugs Mechanicals, 2-Terminals, COPPER. For 500-750 MCM, ANG Mfr: DOSSERT P/N: H2L75-2M Index No. SSUL0884 LUGS MECHANICALS, 2-TERMINALS, COPPER. FOR JOINING TWO CABLES TO A SINGLE TERMINAL, BLOCK FOR 500-750 MCM ANG DELIVERY REQUIREMENTS: 4 TO 6 WKS ARO	250	EA	\$24.70	\$6,175.00	10/14/04	14070 OR
TAPE, ELECTRICAL, SELF-FUSING SILICONE RUBBER, HIGH TEMPERATURE CLASS H (80 C-356 F) ARC AND TRACK RESISTANCE TAPE, 1" X 30' GPA INDEX NO. SSUT1324 REF: PLYMOUTH P/N: 3455 DELIVERY REQUIREMENTS: 4 TO 6 WKS ARO	200	RL	\$25.30	\$5,060.00	10/14/04	14070 OR
<p>NOTE TO VENDOR: 1. Delivery is no later than the date indicated above.</p>						

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

PAGE 1 OF 2

TOTAL

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: W. M. M. M. DATE: 01/14/05
SIGNATURE OF VENDOR

SIGNATURE:

John Benavente 12-29-04
JOHN BENAVENTE, P.E., General Manager Date

ME/SSAU

PAGE 2 OF 2

CIF DEDEDO WAREHOUSE

PURCHASE ORDER

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 646-9251-3 649-0551/2
FAX: (671) 646-8163

THIS PURCHASE ORDER NUMBER

No. **9172 GP**

MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES, BL,
CORRESPONDENCE, ETC.

PO DATE
12/02/04

JOB ORDER NO/OBJ
32100.154100

V
E
N
D
O
R

VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMP,
GU
96921
T: 649-6997
F: 649-6998

S
H
I
P
T
O

RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671) 637-8172/4
BRANCH/PLANT:
Warehouse

AUTHORITY
3-202.02

INVITATION NO.
GPA-005-05

CONTRACT NO.
C-005-05

TIME FOR DELIVERY
4-6 Wks. ARO

EXPIRING
02/28/05

DISCOUNT TERMS:

DESCRIPTION / SUPPLIER ITEM QTY UNIT UNIT PRICE AMOUNT DISCOUNT TOTAL

2. All late deliveries and acceptance are subject to the liquidated Damages Clause in Section 6-101.09.1 of the Guam Procurement Regulations.

PAYMENT TERMS:
NET THIRTY (30) DAYS after receipt of goods and/or services.

REVIEWED BY: James L.C. Pangelinam DATE: 12/28/04
Supply Mgmt. Administrator, Acting

14070 OR

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

\$11,235.00

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

ACKNOWLEDGED BY: RAMONA DATE: 01/14/05
SIGNATURE OF VENDOR

SIGNATURE: John Benavente DATE: 12-29-04
JOHN BENAVENTE, P.E., General Manager

March 01, 2005

Guam Pacific Enterprises
P.O. Box 23128
GMP, Guam 96981

Attention: Manager
Fax: 649-6988

Re: Notice of Delivery Default and to Cure

Business, Pursuant to Section 6-102.00, SGC.A. "Liquidated Damages" be duly notified that the following purchase order contract(s) are in default on the required delivery date.

OP Number	Required Delivery Date	Items Ordered/Project
9177 OP	2/28/05	Mechanical Lugs, Electrical Tapes

You are hereby notified that you have ten (10) days from the day you receive this notice to cure the default or secure a delivery extension. Liquidated damages (LD) will be assessed in the amount of 1/4 of 1% of the current balance for each day issuance of notice. Deliveries made within the "curing time" will not be assessed LD. However, please be advised that after the ten days and delivery is not made, the purchase order may be processed for termination and considered in default. You will be duly notified of this termination.

~~If you receive this notice in error because contract is completed, please disregard however, kindly fax certifying documents to the Procurement Office at (671) 646-8163. Your attention and cooperation is greatly appreciated. Si Yo'us ma'asa.~~

Jamie L.C. Pangelinan
JAMIE L.C. PANGELINAN
Supply Management Administrator (A)

cc. Procurement/PO Files
Accounting-Accounts Payable

<p>Please Acknowledge Receipt via Phone Fax to: (671) 646-8163</p> <p>Received By: <u>MYLENE J. MORAN</u> Date: <u>3-2-05</u></p>

ETA - MARCH 3, 2005

123

GUAM POWER AUTHORITY
 DISBURSEMENT ACCOUNT
 P.O. BOX 2977
 AGANA, GUAM 96910

Check No. - 26365
 Check Date - 07/07/05

DETACH STATEMENT BEFORE DEPOSITING Stub 1 of 1

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT PAID
10379	051305	10379	537.97-		537.97-
10379	051305	10379	2,988.70		2,988.70
			2,450.73		2,450.73

Check No. - 2200
 Check Date - 06/03/91

GUAM POWER AUTHORITY
 DISBURSEMENT ACCOUNT
 P.O. BOX 2977
 AGANA, GUAM 96310

DETACH STATEMENT BEFORE DEPOSITING Stub 1 of 1

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT PAID
10315	06/15/91	10315	374.39		374.39
10315	06/15/91	10315	3,106.30		3,106.30
			2,711.91		2,711.91

EMERGENCY

~~GENERAL SERVICES AGENCY~~
~~DEPARTMENT OF AIR INSISTRATION~~
GOVERNMENT OF GUAM
 P.O. BOX 2977
 GUAM
~~HAGATNA~~
~~96932~~
 Hagatna 96932

THIS PURCHASE ORDER NUMBER
 No. 5215 FGP
 MUST APPEAR ON ALL INVOICES,
 PACKING SLIPS, PACKAGES, B/L,
 CORRESPONDENCE ETC.

*** CIF GPA Dededo Warehouse
 * AIR FREIGHT TEL. CONTACT SHIP VIA:
 PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.
 DATE: 10/24/01
 ORDER NO. 5215 FGP
 OBJ. C.

TO: **Exhibit I**
 Guam Pacific Enterprises
 P.O. Box 23128
 GMP, Guam 96921
 Attn: Olet Nucum
 (BUYER: ANNIE AGUON)
 VENDOR #7553
 CONSIGNEE, DESTINATION & MARKING
 Guam Power Authority
 Dededo Warehouse
 Dededo, Guam 96912
 Pls. call 637-8174 before delivery
 For: Inventory

AUTHORITY: 5215, 5 GCA
 ** INVITATION NO.
 ** CONTRACT NO.
 TIME FOR DELIVERY: 4 Weeks ARO
 EXPIRING: (NO LATER THAN: NOV. 27, 2001)
 DISCOUNT TERMS:

QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
1,500	Ea	\$8.628	\$12,942.00	596-10
1. Mounting Stud Line Post Insulator 3/4" with Nut and Lockwasher, Hot Dip Galvanized, 1 per GPA Spec. E-014, GPA Index No. SSOM0953, Ref.: Ohio Brass, PN: 87064 or approved equal.				
1,500	Ea	\$8.28	\$12,420.00	
2. Clamp, Straight, Suspension-Deadend for Line Post Insulator, Aluminum, #336.4 MCM, 1 per GPA Spec. E-011 GPA Index No. SSOC0172, Ref.: Bertha (PN: 8278-084) Fahteeng (PN: FT47112) or approved equal.				
300	Ea	\$2.136	\$640.80	
3. Fuse, Link, 1 Amps, Fit All, Type K with Removable Button Head, GPA Index No.: SSOF0609 Ref.: AB Chance (PN: CM15KA23) or approved equal.				
300	Ea	\$2.136	\$640.80	
4. Fuse, Link, 3 Amps, Fit All, Type K with Removable Button Head, GPA Index No.: SSOF0603 Ref.: AB Chance (PN: CM3KA23) or approved equal.				
200	Ea	\$4.416	\$883.20	
5. Fuse, Link, 6 Amps, Fit All, Type K with Removable Button Head, GPA Index No.: SSOF0615 Ref.: AB Chance (PN: CM65KA23) or approved equal.				

MARKINGS: STENCIL 1" SIZE
 GPA INDEX NO/PURCHASE ORDER NO/ QTY PER BOX
 DO NOT OBLITERATE MFG. LABEL

SPECIAL INSTRUCTIONS TO VENDOR
 1. PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION.
 2. THIS ORDER SUBJECT TO CONDITIONS OF THIS ORDER IS SUBJECT TO ALL AIR SHIPMENTS HAVE IN GUAM

Handed to: **2977 HAGATNA, GUAM 96932**
 GPA ACCOUNTING DEPT.

Page 1 of 2
 ↑ TOTAL ↑

A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
 INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT

CONTRACTOR: PLEASE SUPPLY ALL CORRESPONDENCE, INVOICES, SHIPPING DOCUMENTS, PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN REVERSE SIDE FOR PURCHASE

PROMPTLY THE ABOVE ARTICLES OR SERVICES PERTAINING TO THIS ORDER INCLUDING PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER AND CONDITIONS

ADVANCE PAYMENT AUTHORIZATION
 PAYMENT ENCLOSED

SIGNATURE: *Ann Agumon Perez* 10/24/01
 T. ANN AGUON PEREZ, GENERAL MANAGER
 DELEGATEA/CPO
 DATE

Control No. 000033

ORIGINAL - VENDOR'S COPY

LIVE NOBILI



**GENERAL SERVICE AGENCY
DEPARTMENT OF INVESTIGATION
GOVERNMENT OF GUAM**

P.O. BOX 2977
HAGATNA, GUAM 96932

THIS PURCHASE ORDER NUMBER
No. 5215 #0P
**MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES, B/L,
CORRESPONDENCE ETC.**

**** CIF GPA
Dededo Warehouse use
* AIR FREIGHT TEL. CONTACT SHIP VIA:
PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.

TO:
Guam Pacific Enterprises
P.O. Box 23128
GMP, Hagatna 96921
Attn: Noel Nucum

VENDOR
F7553

CONSIGNEE, DESTINATION & MARKING
Guam Power Authority
Dededo Warehouse
Dededo, Guam 96912
Pls. call 637-8174 before delivery
For: Inventory

AUTHORITY
5215, 5 GCA
** INVITATION NO.
** CONTRACT NO.
TIME FOR DELIVERY: 4 Weeks ARO
EXPIRING
DISCOUNT TERMS

DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	MAC
<p>PROCUREMENT CONTACT: Questions concerning this purchase order should be directed to ANNIE AGUON, user I, at 646-9251/2/3 or by fax at 646-8163.</p> <p>LIQUIDATED DAMAGES: Liquidated Damages Clause in accordance with 6-101-09-01 of the Guam Procurement Regulations are incorporated and made a part of this purchase order.</p> <p>PAYMENT TERMS: NET THIRTY (30) DAYS after receipt of goods/services.</p> <p>REVIEWED BY: all Hills ELEANOR HILLS, MANAGER OF SUPPLY/TRANS. - (A) - DATE 10.24.01</p>						

Page 2 of 2

SPECIAL INSTRUCTIONS TO VENDOR:
SEND CERTIFIED ORIGINAL AND TWO COPIES TO THE PROCUREMENT OFFICE OF THE GOVERNMENT OF GUAM UPON RECEIPT OF MERCHANDISE. THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS:
** THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS:
* ON ALL AIR SHIPMENTS HAVE A RECEIPT FROM THE FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS

SEE (3) COPIES OF INVOICE
GPA Accounting Office
P.O. Box 2977, Hagatna, GU 96932
FREIGHT COMPANY CALL THIS NUMBER UPON ARRIVAL OF GOODS

\$27,526.80
↑ TOTAL ↑

A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL.
INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT

CONTRACTOR: PLEASE SUPPLY PACKAGES. ALL CORRESPONDENCE, PACKAGES, SHIPPING DOCUMENTS, PACKAGES, ORDER NUMBER SHOWN ON REVERSE SIDE FOR PURCHASE.

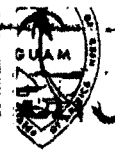
RETAINING TO THIS ORDER INCLUDING PACKAGES MUST BEAR THE ORDER TERMS AND CONDITIONS.
ADVANCE PAYMENT AUTHORIZATION
PAYMENT ENCLOSED

SIGNATURE: *T. Ann Agumon Perez* 10/24/01
T. ANN AGUON PEREZ, GENERAL MANAGER DATE
DELEGATED APO TITLE

02-78
ntrol No. 001632

ORIGINAL - VENDOR'S COPY

EMERGENCY



GOVERNMENT OF GUAM
P.O. BOX 2977 HAGATNA
GUAM 96932

THIS PURCHASE ORDER NUMBER

No. 5213 POP

MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES, B/L,
CORRESPONDENCE ETC.

** CIF GPA
Dededo Warehouse

* AIR FREIGHT TEL. CONTACT SHIP VIA

PREPAID-SHOW SHIPPING CHARGES AS SEPARATE ITEM ON INVOICE.

DATE OF ORDER NO. 10/24/01
ORDER NO. 5213

TO:

Guam Pacific Enterprises
P.O. Box 23128
GMP, Guam 96921
Attn: Olet Nucum

VENDOR

47:53

CONSIGNEE, DESTINATION & MARKING

Guam Power Authority
Dededo Warehouse
Dededo, Guam 96912

Pls. call 637-8174 before delivery

For: Inventory

AUTHORITY	** INVITATION NO.	** CONTRACT NO.	TIME FOR DELIVERY	EXPIRING	DISCOUNT TERMS
5215, 5 GCA			4 Weeks ARO	(NO LATER THAN: NOV. 27, 2001)	

DESCRIPTION OF SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT	DOCUMENT NUMBER	PAC
Guy-Compression Fitting, Bail Type Connector for 1/16" Guy Wire, Galvanized (Long Bail), as per GPA Spec. E-014, GPA Index No.: SSOG0680 Ref.: Reliable, Part No.: 5253-6 or approved equal.	500	Ea	\$28.632	\$14,316.00	8678 FOR	
Clamp, Strain, Iron for #6 to 1/0 AWG Copper Conductor, as per GPA Specs. E-011, DWG. A, GPA Index No.: SS000159 Ref.: Ohio Brass, Part No.: 80500	600	Ea	\$12.00	\$7,200.00		

PROCUREMENT CONTACT: Questions concerning this purchase order should be directed to: ANNIE AGUON, Buyer I, at 646-9251/2/3 or by fax at: 646-8163.

LIQUIDATED DAMAGES: Liquidated Damages Clause in accordance with 6-101-09 DL of the Guam Procurement Regulations are incorporated and made a part of this purchase order.

PAYMENT TERMS: NET THIRTY (30) DAYS after receipt of goods/services.

Reviewed By: *[Signature]*
ELEANOR A. HIL S. MANAGER OF SUPPLY/TRANS. (A) DATE 10.24.01

MARKINGS: STENCIL 1" SIZE
GPA INDEX NO/PURCHASE ORDER NO/QTY PER BOX
DO NOT OBLITERATE MFG. LABEL

SPECIAL INSTRUCTIONS TO VENDOR: PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION. SPECIAL PROVISIONS, AND NO GENERAL TERMS AND CONDITIONS SPECIFIED ON THIS ORDER.	<p>21,516.00</p> <p>↑ TOTAL ↑</p> <p>SIGNATURE: <i>[Signature]</i> 10/24/01 T. ANN AGUON PEREZ, GENERAL MANAGER DELEGATED M&PO</p>	<p>A. DO NOT FILL THIS ORDER IF YOUR TOTAL COST EXCEEDS THIS TOTAL</p> <p>← INSERT CHANGES AND RETURN THIS ORDER FOR AMENDMENT</p>
CONTRACTOR: PLEASE SUPPLY ALL CORRESPONDENCE, INVOICES, SHIPPING DOCUMENTS AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER SHOWN ON REVERSE SIDE FOR PURCHASE ORDER TERMS AND CONDITIONS.	<p>ADVANCE PAYMENT AUTHORIZATION</p> <p>PAYMENT ENCLOSED <input type="checkbox"/></p>	

Control No. 000025

ORIGINAL - VENDOR'S COPY



GUAM POWER AUTHORITY

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

October 10, 2002

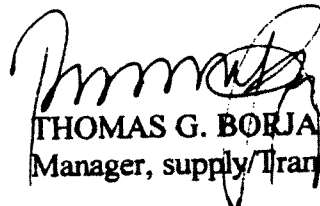
GPE, Inc.
Guam Pacific Enterprise, Inc.
P.O. Box 23128
GMF, Barrigada, Guam 96921

Attention: Mr. Sedfrey M. Linsangan, President

Re: Liquidated Damages – Purchase Order No. 5213 OP

Buenas Mr. Linsangan, please refer to my letter dated October 09, 2002 for the situation on this purchase order contract is similar to that of purchase order 5215 OP, the reason for the delay is not fully justified. This purchase order was also issued to GPE, Inc. via fax and acknowledged receipt by Olet Nucum on October 30, 2001 (copy attached) that started the clock ticking. The required delivery date is four (4) weeks after receipt of order (ARO) establishing a required delivery date of November 27, 2001. The deliveries were not made until January 18, 2002 and liquidated damages should be assessed beginning November 28, 2001.

Should you need more information, please feel free to call me at 646-9251/2/3.


THOMAS G. BORJA
Manager, supply/transportation

cc: General Manager

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GUAM PACIFIC ENTERPRISE
CONSTRUCTION MATERIALS SPECIALIST
 P.O. BOX 23128 GMF, GUAM 96921
 TEL: (671) 649-6998 / FAX: (671) 649-6988

No 7474

WHOLESALE INVOICE

PURCHASER: GUAM POWER AUTHORITY
 ADDRESS:
 P.O. BOX

DATE: 01/18/02
 P.O. NO. 5213 # 01
 TERM: 30 DAYS

MATERIAL TO BE USED ON THE PROJECT OF: DEVELO WAREHOUSE

10% HANDLING CHARGE ON ALL RETURN ITEM

PROJECT LOCATION: _____

QTY	QUANTITY	UNIT	ARTICLES	UNIT PRICE	AMOUNT
1	200	EA	GUY COMPRESSION FITTING, GALV. TYPE CONNECTOR FOR 1/2" GUY WIRE, GALVANIZED (LONG GALV) AT DEL BAA	28.632	5,726.40
2	600	EA	CLAMP STRAIN IRON FOR #6 TO 1/2 ANGS COPPER CONNECTOR, AT DEL BAA SIZES	12.00	7,200.00
					12,926.40
TO BE DRAWN TO DEVELO WARE					
I hereby certify that the above is just and correct and that payment therefore has not been received.					
Signed <u>[Signature]</u>					
					# 12,926.40

TERMS AND CONDITIONS

It is agreed between the Vendor and the Purchaser that Vendor shall not be responsible for any consequential damages of any exposed or hidden defects of goods sold. All goods are sold "AS IS WHERE IS" unless otherwise stated herein.

Purchaser covenants and agrees that the cost of all goods purchased above under this Charged Invoice shall constitute a lien against the Purchaser and the Project in which utilized. Goods paid or unpaid, loss or damaged on transport or delivered to the Project are for the risk of the Purchaser. No return or exchange of goods after 3 days from the date of this invoice. The acceptance of any return or exchange of goods is at the discretion of the Vendor. In case of the exposed or hidden defects, the maximum amount of refund will be the cost of the goods.

All accounts after 30 days are due and payable in full as per terms and conditions of this invoice or on demand.

Purchaser agrees to pay interest at 18% per annum on all overdue accounts which shall be deducted first from any payments made by the Purchaser.

Purchaser further covenants and agrees that if this account is referred to a collection agency or an attorney for collection, whether or not suit is instituted hereon an additional amount of thirty three percent (33%) of the principal outstanding amount plus accrued interest thereon shall be added as collection fees.

RECEIVED THE ABOVE ARTICLES IN GOOD ORDER AND QUANTITY INDICATED AND HEREBY AGREED TO THE TERMS STATED HEREIN.

BY [Signature] 1-18-02
 PURCHASER, AUTHORIZED SIGNATURE,
VINCE BARRERA
STORE KEEPER II
 POSITION

156



GUAM PACIFIC ENTERPRISE
CONSTRUCTION MATERIALS SPECIALIST
 P.O. BOX 23128 G.M.F., GUAM 96821
 TEL: (671) 649-6008 / FAX: (671) 649-6088

CHG

No 7473

WHOLESALE INVOICE

PURCHASER: GUAM POWER AUTHORITY

DATE: 01/18/02

ADDRESS: _____
 P.O. BOX _____

P.O. NO. 5215 H OP

MATERIAL TO BE _____

TERM: 30 DAYS

USED ON THE PROJECT OF: DETRON WAREHOUSE

10% HANDLING CHARGE ON ALL RETURN ITEM

PROJECT LOCATION: _____

QUANTITY	UNIT	ARTICLES	UNIT PRICE	AMOUNT
1233	EA	CALAMP, STRAIGHT INSULATION - DETRONS FOR LINE POST INSULATION - ANTI-RATTLE	8 28	10,259.24
300	EA	FUSE LINK 15 AMP FOR ALL TYPE K W/ REMOVABLE BUTTON HEAD, GFA INDEX NO. SDFO 609, AET. AS CHANGE	2 36	640.80
300	EA	FUSE LINK 3 AMP FOR ALL TYPE K w/ REMOVABLE BUTTON HEAD GFA INDEX NO. SDFO 603	2 36	640.80
260	EA	FUSE LINK 65 AMP FOR ALL TYPE K w/ REMOVABLE BUTTON HEAD, GFA INDEX NO. SDFO 605, AET. AS CHANGE (1/2 IN. C/D 65KA 23) TO APPROVED EQUAL	4 416	883.20
				<u>12,374.04</u>

I hereby certify that the above is just and correct and that payment therefore has not been received.

DELIVER TO DETRON WAREHOUSE

Signed [Signature]

TERMS AND CONDITIONS

It is agreed between the Vendor and the Purchaser that Vendor shall not be responsible for any consequential damages of any exposed or hidden defects of goods sold. All goods are sold "AS IS WHERE IS" unless otherwise stated herein.

Purchaser covenants and agrees that the cost of all goods purchased above under this Charged Invoice shall constitute a lien against the Purchaser and the Project in which utilized. Goods paid or unpaid, loss or damaged on transport or delivered to the Project are for the risk of the Purchaser. No return or exchange of goods after 3 days from the date of this invoice. The acceptance of any return or exchange of goods is at the discretion of the Vendor. In case of the exposed or hidden defects, the maximum amount of refund will be the cost of the goods.

All accounts after 30 days are due and payable in full as per terms and conditions of this invoice or on demand.

Purchaser agrees to pay interest at 18% per annum on all overdue accounts which shall be deducted first from any payments made by the Purchaser.

Purchaser further covenants and agrees that if this account is referred to a collection agency or an attorney for collection, whether or not suit is instituted hereon an additional amount of thirty three percent (33%) of the principal outstanding amount plus accrued interest thereon shall be added as collection fees.

RECEIVED THE ABOVE ARTICLES IN GOOD ORDER AND QUANTITY INDICATED AND HEREBY AGREED TO THE TERMS STATED HEREIN.

BY [Signature]
 PURCHASER, AUTHORIZED SIGNATURE
VINCE FARCIANS
 SHERKEEPER
 POSITION

12,374.04

GUAM POWER AUTHORITY
 DISBURSEMENT ACCOUNT
 P.O. BOX 2877
 AGANA, GUAM 96910

Check No. - 15434
 Check Date - 04/04/02

DETACH STATEMENT BEFORE DEPOSITING Stub 1 of 1

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT PAID
7473/7474	040302	7473/7474	3,289.06		3,289.06
7474	011802	7474	12,926.40		12,926.40
7475	011802	7473	12,374.04		12,374.04
			22,011.38		22,011.38
					LOW

[Handwritten signature]

Exhibit J

GUAM PACIFIC ENTERPRISE, INC.

P.O. Box 23128
GMF, Guam 96921
Tel. Nos.: 649-6997/8
Fax. No.: 649-6988

February 6, 2008

To: Guam Power Authority
Attention: Ms. Jamie Pangelinan
From: Sed Linsangan
Re.: G.P.A. Purchase Order No. 12132 OP

Dear Ms. Pangelinan:

Good morning, Ma'am!

We just received a letter from the factory dated January 31, indicating the delayed shipment of the materials (Elastimold) including 90 pcs which they promised will be shipped last December.

We are asking your kind consideration to give us an extension until March 31, 2008, since this is beyond our control. Please see letter attached from the factory. Thank you for your understanding.

Sincerely,


Sedfrey M. Linsangan
GPE President

DISAPPROVED
OR. W
2/10/08

Me!,
Please generate notice
of denial.

Jamie
02/10/08

107

Thomas & Betts

8155 T&B Blvd
Memphis, TN 38125
901-252-3000

Date: January 31, 2008

Subject: PO# 7815-771341

In reference to: UPB33SLGP

To Whom It May Concern:

The UPB33SLGPs on above referenced purchase order number are going to be late. The reason for the delay is due to a vendor change on one of the components. The component in question has a 5 week lead time, plus another week to complete the order, which puts delivery @ 6-7 weeks.

We are doing everything we can to ship sooner. If the date improves we will let you know as soon as possible.

Expected ship date 03/10/2008.

I do apologize for the inconvenience.

Thank You,

Brenda Winder

The 90 promised new shipped due to problem with the vendor's screws.

Sorry

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GUAM POWER AUTHORITY

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

February 06, 2008

Sedfrey M. Linsangan
President
Guam Pacific Enterprise, Inc.
P.O. Box 23128
G.M.F., Guam 96921

SUBJECT: Delivery Extension Request

REF.: Purchase Order No.: 12132 for Terminals

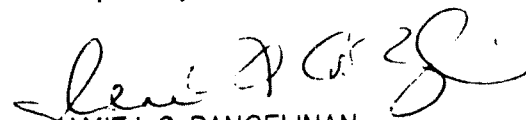
Dear Mr. Linsangan:

This is in response to your letter dated February 06, 2008, requesting an extension on delivery.

Unfortunately, the Authority, at this time denies this request. The above requirements are necessary for the completion of on-going Engineering projects.

If you have any questions or concerns regarding this matter, you may contact me at 648-3054/55 or by fax at 648-3165.

Respectfully,


JAMIE L.C. PANGELINAN
Supply Management Administrator

Guam Pacific Enterprise, Inc.

**P.O. Box 23128
GMF, Guam 96921
Tel. Nos.: 649-6997/8
Fax No.: 649-6988**

February 6, 2008

**To : Guam Power Authority
Attention : Ms. Jamie Pangelinan
From: Sed Linsangan
Ref. : P.O. No. 12132 for Terminals**

Dear Ms. Pangelinan:

Thank you for your reply. Since you are denying my request and you need the materials urgently, I'm suggesting that you order the said materials to other vendors, since the factory cannot deliver on time and cancel the Purchase order you have issued to us.

Please let me know your intention.

Sincerely,


Sedfrey M. Linsangan



GUAM POWER AUTHORITY

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

February 07, 2008

Sedfrey M. Linsangan
President
Guam Pacific Enterprise, Inc.
P.O. Box 23128
G.M.F., Guam 96921

SUBJECT: Delivery Extension Request

REF.: Purchase Order No.: 12132 for Terminals

Dear Mr. Linsangan:

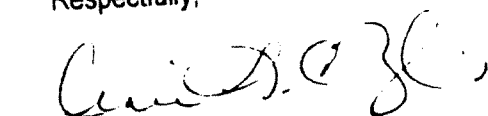
After careful review of our Terminal requirements, the Authority, will grant your extension request from January 16, 2008 to now read March 31, 2008. An Amendment will be forthcoming.

Be advised, that the Authority is making a concerted effort in tracking every anticipated delivery on all purchase orders. As a Procurement policy, GPA enforces Liquidated Damages, therefore all delivery extension requests are closely scrutinized.

Please make all necessary arrangements to expedite delivery as soon as possible, to avoid liquidated damage charges after amended delivery date.

If you have any questions or concerns regarding this matter, you may contact me at 648-3054/55 or by fax at 648-3165.

Respectfully,


JAMIE L.C. PANGELINAN
Supply Management Administrator

102

PURCHASE ORDER

THIS PURCHASE ORDER NUMBER

No. **12132 OF**

MUST APPEAR ON ALL INVOICES,
PACKING SLIPS, PACKAGES, B/L,
CORRESPONDENCE, ETC.

PO DATE	JOB ORDER NO/OB
11/08/07	32100.154100

MELISSA *MM*

COPY

GUAM POWER AUTHORITY
P.O. Box 2977
Hagatna, Guam 96932

TELEPHONE: (671) 648-3054/5
FAX: (671) 648-3165

CIF DEDEDO WAREHOUSE

V
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D
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R

VENDOR
7553

GUAM PACIFIC ENTERPRISES
P.O. BOX 23128
GMF,
GU
96921

T: 649-6998

F: 649-6988

S
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S

RECEIVING SECTION:
GUAM POWER AUTHORITY
DEDEDO WAREHOUSE
DEDEDO, GUAM 96929
CALL BEFORE DELIVERY
TEL: (671)635-2073

Warehouse

DISCOUNT TERMS:

AUTHORITY	INVITATION NO.	CONTRACT NO.	TIME FOR DELIVERY	EXPIRING
3-204.03.1			6-7 Wks. ARO	03/31/08

DESCRIPTION / SUPPLIER ITEM	QTY	UNIT PRICE	AMOUNT	DOCUMENT NUMBER
<p>AMENDMENT NO.: I</p> <p>Issued to extend Expiration date from January 16, 2008 to now read March 31, 2008. Extension is necessary due to factory vendor change on one of the components.</p> <p>Reference: G.P.E. Ent.'s letter dated February 06, 2008. Approved by SMA dated February 07, 2008.</p> <p>All others remain the same and unchanged.</p> <p>REVIEWED BY: <i>[Signature]</i> JAMIE L.C. PANGELINAN Date Supply Management Administrator</p>				17986 OR

INSTRUCTIONS TO VENDOR:

SEND CERTIFIED ORIGINAL AND THREE (3) COPIES OF INVOICE TO GUAM POWER AUTHORITY,
PO BOX 2977, CODE 33, HAGATNA, GUAM 96932

PAYMENT UPON RECEIPT OF MERCHANDISE IN GUAM IN GOOD CONDITION

<< DO NOT FILL THIS
ORDER IF YOUR TOTAL
COST EXCEEDS THIS
TOTAL

TOTAL

ACKNOWLEDGED BY: _____ DATE: _____
SIGNATURE OF VENDOR

SIGNATURE:

[Signature]
JOAQUIN C. FLORES, P.E., General Manager

Delegated Authority

[Signature]
Date