

REQUEST FOR PROPOSAL

MARKETING SERVICES IN JAPAN

GVB RFP NO. 2016-009

GUAM VISITORS BUREAU REQUEST FOR PROPOSAL	
RFP Number: <u>GVB RFP NO. 2016-009</u>	RFP Title: Request for Proposal for MARKETING SERVICES IN JAPAN
RFP Due Date and Time: June 3, 2016; 5:00 p.m.	Number of Pages: 38; including required affidavits and forms.
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: April 22, 2016
Mr. Jon Nathan Denight General Manager	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: www.guamvisitorsbureau.com
INSTRUCTIONS TO OFFERORS	
DELIVERY OF PROPOSAL <i>By U.S. Mail or Deliver Only to the attention of:</i> Mr. Jon Nathan Denight General Manager Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	MARK FACE OF ENVELOPE/PACKAGE: MARKETING SERVICES IN JAPAN RFP Number: RFP No. 2016-009 RFP Due Date: June 3, 2016 (FRI); 5pm SPECIAL INSTRUCTIONS: Mark " Confidential RFP Document " on envelope and in accordance with Section 1.7 of the RFP
IMPORTANT: SEE TERMS AND CONDITIONS OFFERORS MUST COMPLETE THE FOLLOWING	
OFFEROR NAME/MAILING ADDRESS:	AUTHORIZED OFFEROR SIGNATORY: (Please print name and sign in ink)
OFFEROR TITLE:	OFFEROR EMAIL ADDRESS:
OFFEROR TELEPHONE NUMBER:	OFFEROR FAX NUMBER:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	



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- FORM No. 138**



OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for GVB

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements. Don't take things for granted.
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify GVB of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your **written** questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given. Should an addendum be required, GVB will issue a formal "addendum" for the RFP. All addenda issued for an RFP are posted on GVB's website.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/description.** Read and answer **all** questions and requirements. Don't assume GVB or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GVB. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, "ALL" Affidavit forms, etc.
8. _____ **Check the GVB website for RFP addenda.** Before submitting your response, check the GVB website at www.guamvisitorsbureau.com to see whether any addenda were issued for the RFP.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with the Offeror's Response.

SCHEDULE OF EVENTS

MARKETING SERVICES IN JAPAN
RFP 2016-009

<u>DATE</u>	<u>EVENT</u>
April 22, 2016	RFP Issue Date/Public Announcement RFP packets available at GVB website or GVB office at 401 Pale San Vitores, Road, Tumon.
May 6, 2016	5:00 p.m. - Deadline to submit written questions *GVB response will be provided directly to all registered participants via email and posted on the website, as needed.
June 3, 2016	5:00 p.m. - RFP response/submission deadline



MARKETING SERVICES IN JAPAN

The Guam Visitors Bureau (GVB), a public non-stock, non-profit, membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from a qualified firm or individual (“Offeror”) with specialties in the Japan market for the purpose of assisting GVB in the development and execution of short and longer-term marketing and communication initiatives in Japan as required by the Guam Visitors Bureau. GVB seeks to retain an agency partner (“Agency”) with specialties in designing and implementing marketing and communications campaigns in Japan for the purpose of assisting GVB in promoting Guam tourism and achieving visitor arrival goals.

Request for Proposal (RFP) packages may be obtained at the GVB’s Main Office, in Tumon, Guam, beginning April 22, 2016, anytime from Monday through Friday, excluding Guam holidays, between 8:00 a.m. and 5:00 p.m. The RFP may also be downloaded at the Guam Visitors Bureau’s website at www.guamvisitorsbureau.com.

A **non-refundable US\$25.00 fee** is required for each RFP packet picked up at the GVB main office. Methods of acceptable payment to the Bureau are:

- 1) US\$ Cash
- 2) Bank Wire Transfer
- 3) Major Credit Card – Visa, MC, Discover, JCB

GVB hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit a response to this request for proposal and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The right is reserved to reject any or all proposals or bids, waive any imperfection in the bid proposal or cancel this solicitation all according to law in the interest of GVB.

Please note that multiple or alternate proposals from the same proposer will result in rejection of all its proposals.

If you are interested in providing services to provide services to perform MARKETING SERVICES IN JAPAN for GVB, please send your written proposal to: Jon Nathan Denight, General Manager, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913. **Deadline for submission of all proposals** is 5:00 p.m. (Guam Time) on **June 3, 2016 (FRI)**.

/s/ JON NATHAN DENIGHT
General Manager

SECTION 1 REQUEST FOR PROPOSALS OVERVIEW

1.0 Intent

The Guam Visitors Bureau “GVB”, a public, non-stock, non-profit membership corporation, seeks to retain the services of an established and qualified professional service (“Offeror”) with specialties in the Japan market for the purpose of assisting GVB in the development and execution of short and longer-term marketing and communication initiatives in Japan as required by the Guam Visitors Bureau.

1.1 Scope of Services

GVB seeks to retain an agency partner (“Agency”) with specialties in designing and implementing marketing and communications campaigns in Japan for the purpose of assisting GVB in promoting Guam tourism and achieving visitor arrival goals. The term of the contract is for one year with an option to renew for three, one-year periods. The budget is approximately Fourteen Million Dollars (US\$14,000,000.00) in total; with Three Million Five Hundred Thousand Dollars (US\$3,500,000.00) for the first year of the contract. The renewal of the Agency’s contract after the first fiscal year will be based on the Agency’s receipt of a satisfactory performance evaluation from GVB, the availability of funds, and a determination of need. The budget amount may vary year to year and is subject to change. The contractual obligation of both parties in each fiscal period succeeding the first is subject to appropriation and availability of funds.

The services required include, but are not limited to, the following:

1. Provide full-service agency services, including marketing and communications consultation and planning, public relations, communications expertise, creative development, account management, production management, media planning, buying and analysis, stakeholder communications and execution of projects. Agency must demonstrate a successful track record in brand building from previous tourism campaigns on behalf of tourist destinations, holiday resorts, tourist attractions, etc.
2. Develop an overall strategy for B2C and B2B advertising and promotion in domestic markets. The Agency should provide imaginative ideas and recommendations to assist GVB in reaching its target markets.
3. Recommend strategic market positioning to the GVB Japan offices that offers key advantages over competing destinations.
4. Develop marketing tactics to include air carriers and Japan city gateways to coalesce visitor arrival goals. The Agency should provide tactical ideas to provide both destination branding and consumer desire to travel to Guam. Examples include affinity and loyalty rewards programs as distribution channels and travel

perk incentives.

5. Develop marketing tactics that leverages Guam's association and partnership with Japan's travel industry in the following areas: tour planning, travel packages, travel wholesale, consumer distribution, retail outlets, and ground handling.
6. Provide strategic input, creative development, account management, media planning and buying and program implementation on all mass media campaigns. The Agency must be able to demonstrate the effectiveness of recommended media purchases.
7. Provide strategic counsel around the integration and development of current and potential marketing channels (including, but not limited to, on-site, publications, marketing collateral materials, events, on-line, (SNS) social networking services e.g., Twitter, Facebook, YouTube, Mixi, Cobs, Escalla, etc., direct mail).
8. Participate in travel and tourism trade shows if needed.
9. Develop on-going media relations with general consumer, special interest, and trade publications, on-line, electronic, and broadcast organizations. Develops key messages, conducts press briefings, and produces press materials for conferences, special events, trade shows, and other media opportunities.
10. Develop crisis communications strategy and escalation processes for acute and large-scale emergency situations. Provides strategic counsel for GVB and Guam in overcoming any potential negative perception of Guam as a safe, secure visitor destination.
11. Encompass marketing objectives with community stakeholder objectives and initiatives such as the partnerships developed with the village mayors, Guam Hotel & Restaurant Association, University of Guam, Guam Community College, Tourism Education Council, Guam Chamber of Commerce, Japan Guam Travel Association, and high school tourism clubs.
12. Participate in the development of the annual marketing/communication planning process.
13. Identify key and new market segments.
 - A. GVB Objective
 1. To achieve an aggregate market share of 5.3% or better from among the total number of Japanese outbound travelers by the end of the first fiscal year of the contract.
 - B. GVB's Responsibilities upon reward of contract
 1. GVB will provide to the Agency market share objectives by region and segment;

2. GVB will provide to the Agency the target market share for the second, third and fourth contract years prior to the start of each aforementioned contract year.

C. Agency Responsibilities

1. The Agency will act as GVB's Japan Advertising Agency of Record contracted to achieve GVB's advertising objectives in Japan, which include:
 - a. Stimulation of consumer awareness in Japan through advertising campaigns by positioning a "brand image" of Guam as a desirable resort destination that is close in proximity to Japan, and which has many valued attractions for targeted consumer segments;
 - b. Achieving desired market demand through successful "brand image campaigns"; and
 - c. Targeting all consumers through selective media buys and ad campaigns to evoke interest to visit Guam.
2. The Agency will coordinate brand image advertising with GVB and obtain prior written approvals for all planned advertising placements before execution.
3. The Agency will coordinate all Public Relations.
4. Prior to entering into any commitment of any amount with a third party on GVB's behalf, the Agency shall inform GVB in writing of the terms and conditions of the proposed commitment, to include, but not limited to, advertisement cancellation fee provisions, in such manner as mutually agreed. Further, the Agency shall obtain written approval from GVB prior to the commencement of any services with a third party.

D. Agency Services

The Agency shall perform, based upon marketing information to be supplied by GVB, the following services:

1. Analyze GVB marketing and promotional requirements and prepare advertising recommendations to meet them;
2. Create and produce all advertising and sales promotion materials and/or services required for the implementation of recommendations approved in writing by GVB;
3. Order and purchase, on GVB's behalf, all media time or space required for the implementation of the approved recommendations;
4. Check and ensure the correctness of advertising and PR;

5. Review incoming invoices from media and other advertising suppliers for accuracy before submission to GVB;
6. Make available to GVB statistical data in the Agency's possession pertaining to competitive destinations and their economy, market features, advertising activity, and media performance; and
7. Provide general research, advice, and propose and execute specific research projects on behalf of GVB.

Compensation will be for services rendered and based on a negotiated fixed price contract. The contract award shall be for a one-year period commencing on October 1, 2016 and terminating on September 30, 2017, with three one-year options to renew after the first fiscal year of the contract. The renewal of the Agency's contract after the first fiscal year shall be based on the Agency's receipt of a satisfactory performance evaluation from GVB each year after the first fiscal year. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefor. The GVB also reserves the right to renew the contract on a month-to-month basis beyond the four-year contract due to unforeseen circumstances.

1.2 Submittal and Evaluation of Proposals

Proposals will be reviewed and evaluated based on the qualifications of the Offeror and the plan submitted to perform the services in the RFP, which include but are not limited to:

1. A statement of interest and qualifications.
2. A comprehensive summary of the vendor's professional history, background, and qualifications for this project, including those of proposed key staff members. Additionally, Offerors must provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.
3. Description of a minimum of three (3) successful projects completed under a similar scope of work.
4. A minimum of three (3) references with complete contact information that can attest to past performance on similar projects.
5. A staffing plan with sufficient detail about the specific tasks required and staff assigned to them, that:
 - a. Demonstrates staff qualifications for the assigned activities.
 - b. Demonstrates the offeror's capacity to adequately staff each component of the project with staff having the appropriate experience and expertise.
 - c. Is appropriate for the scope and level of work required.
 - d. Describes a process for adequately training review and evaluation teams and how assigned staff and any subcontractors will be monitored to ensure compliance with contractual obligation.

6. A reasonable timetable and estimate of work required (i.e., hours per task).
7. Proof of the license to do business and no pending legal issues with the government or other private companies.
8. Affidavits attached to this RFP notarized in the state or territory of the Offeror's principal place of establishment.

The evaluation of proposals submitted will be done by a Selection Committee nominated by the GVB General Manager. Prospective Offerors are hereby cautioned not to contact any member of GVB in regards to this invitation until such time as an award has been made, except as provided here.

All inquiries pertaining to this RFP are to be addressed to the General Manager, acting in the capacity of the Chief Procurement Officer, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913.

The General Manager or his designee(s) will coordinate all questions through GVB and will respond in writing. The General Manager may also be contacted at (671) 646-5278/9, or via email at procurement@visitguam.org. If an addendum is required it will be issued by GVB, and posted on the GVB website at www.guamvisitorsbureau.com.

1.3 Restrictions on Contact with GVB, GVB's Board of Directors or Employees and Selection Committee

Prospective Offerors are advised that, from the date of issuance of this RFP until the award of any contract, they are not permitted to contact GVB, GVB's Board of Directors, GVB employees, and/or the Selection Committee related to this solicitation, except for GVB's designated point of contact as set forth above, unless they have received the written permission of GVB's General Manager. Offerors who violate this requirement will be disqualified.

1.4 Requests for Clarification

- A. It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained in the RFP. Any inquiry regarding this solicitation must be made in writing and in accordance with the requirements of this RFP. To be considered, inquiries must be addressed to GVB's point of contact set forth above.
- B. GVB will issue responses to inquiries in writing prior to the date on which proposals are due. GVB will email, airmail, and post on the GVB website said responses to each person recorded as having been furnished with a copy of this RFP, and prospective Offerors are responsible for ensuring that they receive all such responses. To ascertain whether GVB issued such responses with respect to this RFP, prospective Offerors may contact GVB's point of contact as set forth above.
- C. Prospective offers and Offerors should not rely on any representations, statements, or clarifications not made in this RFP or in a formal GVB response. GVB will not be responsible for any oral representation(s) given by any employee, representative, or other individual. The issuance of a written addendum is the only

official method by which interpretation, clarification, or additional information can be given.

1.5 Schedule of Events

Offerors must abide by the Schedule of Events as indicated on page 6 of this RFP.

1.6 RFP Closing Date

Proposals shall be submitted to GVB no later than **5:00 p.m. Chamorro (Guam) Standard time, June 3, 2016**, at 401 Pale San Vitores Road, Tumon, Guam, 96913. Proposals received after this date and time will not be considered.

1.7 Delivery of Proposals

(FACSIMILE AND E-MAIL OF PROPOSALS WILL NOT BE ACCEPTED)

All proposals shall be sealed and delivered or mailed to:

**ATTN: MR. JON NATHAN DENIGHT
General Manager
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913**

Mark package(s):

YOUR COMPANY NAME
SUBMISSION IN RESPONSE TO
RFP No. 2016-009
MARKETING SERVICES IN JAPAN
CONFIDENTIAL DOCUMENT ENCLOSED

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that it is properly instructed to deliver your proposal only to GVB at the address noted above. To be considered, a proposal must be received and accepted by GVB before the RFP closing date and time.

1.8 Proposal Form

- A. Each Offeror shall submit eight (8) complete written sets of the proposal, one (1) marked "ORIGINAL" and seven (7) marked "COPY."
- B. An authorized official to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal.
- C. Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.
- D. Offeror must designate those portions of their proposal, if any, they believe contain trade secrets or proprietary data which Offeror wants to keep confidential.

1.9 Offeror's Responsibilities

An Offeror, by submitting a proposal, represents that:

- A. The Offeror has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The Offeror possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to GVB, and;
- C. Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by GVB upon which the Offeror will rely. If the Offeror receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Offeror for additional compensation or relief.

1.10 Conflict of Interest

All Offerors shall complete and have notarized the attached disclosure form of any potential conflict of interest that an Offeror may have due to ownership, other clients, contracts, or interests associated with this RFP. (**NOTE:** Required Affidavits are provided in this RFP.)

1.11 Certificates

GVB reserves the right to require proof that the Offeror is an established business and is abiding by the regulations and laws of Guam, such as but not limited to occupational licenses and business licenses.

Offeror shall attach a copy of its Guam business license. Offeror shall include all current licenses, certifications, and any additional documentation that illustrates the Offeror's qualifications to perform the services specified in this RFP.

1.12 Presentations by Offerors

GVB at its sole discretion may ask individual Offerors to make oral presentations and/or demonstrations without charge to GVB.

GVB reserves the right to require any Offeror to demonstrate to the satisfaction of GVB that the Offeror has the requisite ability to properly furnish the services and requirements of this RFP. The demonstration must satisfy GVB and GVB shall be the sole judge of compliance.

Offerors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

1.13 Award

GVB reserves the right to award the contract to the Offeror that GVB deems to be the best qualified.

In addition, GVB at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the territory of Guam's best interest to do so.

This RFP does not commit GVB to award a contract. GVB shall not be responsible for any cost or expense, which may be incurred by the Offeror in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Offeror prior to the execution of a contract.

1.14 Records and Right to Audit

The Offeror shall maintain such financial records and other records as may be prescribed by GVB or by applicable federal and local laws, rules, and regulations.

1.15 Offeror's Personnel

- A. The Offeror shall comply with all:
 - 1. Local laws, regulations, and labor union agreements governing work hours; and
 - 2. Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.
- B. The Offeror shall indemnify and hold GVB harmless from all claims arising out of the requirements of this provision. This indemnity includes the Offeror's obligation to defend and/or resolve, without cost to GVB, any claims or litigation concerning allegations that the Offeror or GVB, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by the contract.

1.16 Termination / Cancellation of Contract

GVB reserves the right to cancel the contract without cause and in accordance with Guam procurement laws and regulations. Offerors are advised to review the same at Chapter 5, Title 5 of the Guam Code Annotated and Division 4, Title 2, Guam Administrative Rules and Regulations.

1.17 Independent Contractor Relationship

Offeror shall provide the services required herein strictly under a contractual relationship with GVB and is not, nor shall be, construed to be an agent or employee of GVB. As an independent contractor, the Offeror shall pay any and all applicable taxes required by law and shall comply with all pertinent federal and local statutes. Benefits for Offeror, its employees and subcontractors shall be the sole responsibility of the Offeror including, but not limited to, health and life insurance,

mandatory social security, retirement, liability/risk coverage, and workers and unemployment compensation.

The Offeror shall hire, compensate, supervise, and terminate members of its work force, and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The Offeror shall not be provided special space, facilities, or equipment by GVB to perform any of the duties required by the contract nor shall GVB pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work, the successful Offeror will be required to sign a written contract incorporating the specifications and terms of the RFP and the response thereto. The initial contract term is for a one-year period, with three one-year options to renew. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore.

The GVB also reserves the right to renew the contract on a month-to-month basis beyond the four-year contract due to unforeseen circumstances, for a period not to exceed [90 days] from the ending term date, or until such time GVB is able to secure a new contract.

The independent Contractor shall not be exclusively bound to GVB and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for GVB as specified in this RFP. The GVB reserves the right to request for disclosure of client listing in this regard.

1.18 Assignment/Subcontract

The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of GVB. Subcontractors shall be subject to all provisions of the resulting contract. GVB shall approve any requests for assignments and/or subcontracting prior to execution.

1.19 Governing Laws

Except to the extent federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of the RFP and any contract resulting from this RFP. Venue of any court action shall be in Guam. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

Any dispute arising under or out of this RFP and/or contract is subject to the provisions of Title 2 Guam Administrative Rules and Regulations, Division 4 (Procurement Regulations), Chapter 9 (Legal and Contractual Remedies); Title 5 Guam Code Annotated, Chapter 5 (Guam Procurement Law), Article 9 (Legal and Contractual Remedies); and any other applicable laws, statutes, or regulations.

1.20 Indemnification of GVB

The Offeror shall indemnify, hold harmless, and defend GVB, its officers, agents, and employees from or on account of any claims losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from Offeror's performance or nonperformance of services pursuant to the contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of GVB, its officers, agents, or employees. The indemnification shall obligate the Offeror to defend at its own expense or to provide for such defense, at GVB's option, any and all claims and suits brought against GVB, which may result from Offeror's performance or nonperformance of services pursuant to the contract.

1.21 Modifications Due to Public Welfare or Change in Law

GVB shall have the power to make changes in the contract as the result of changes in law and to impose new rules and regulations on the Offeror under the contract relative to the scope and methods of providing services as shall, from time-to-time, be necessary and desirable for the public welfare. GVB shall give the Offeror notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Offeror. In the event of any future change in federal or Guam laws, GVB materially alters the obligations of the Offeror, or the benefits to GVB, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Offeror, then the Offeror or GVB shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. GVB and the Offeror agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, GVB and the Offeror shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Offeror directly and demonstrably due to any modification in the contract under this clause.

1.22 Force Majeure

GVB and the Offeror will exercise every reasonable effort to meet their respective obligations as outlined in the RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

1.23 Confidential or Proprietary Information

Proposals of Offerors who are not awarded the contract shall not be opened to public inspection, but will be part of the official procurement record. After award, the proposal of the Offeror receiving a contract will become available for public inspection. If the Offeror selected for award has requested in writing upon submission of Proposal the non-disclosure of trade secrets or other proprietary data so identified, GVB shall examine the designated information to determine

whether such information shall be considered proprietary. If GVB and Offeror are unable to agree as to the disclosure of certain portions of Offeror's proposal, GVB shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal, or protests under 5 GCA Article 9 (Legal and Contractual Remedies) of the Guam Procurement Law, the information may be so disclosed. (See also Title 2, Guam Administrative Regulations, Division 4, Section 3114(h)(1)).

1.24 Submission of Fee(s)

The Offeror determined to be best qualified will be notified to submit to GVB, at a time specified by GVB and prior to commencement of negotiations, their fee to perform the required services.

SECTION II EVALUATION PROCEDURE AND CRITERIA

2.0 Evaluation Process

Selection of the best qualified offeror will be based on the qualifications, experience, and commitment of the Offeror's lead and support individuals proposed for this RFP, and the Offeror's plan of action. GVB plans to do preliminary evaluations based upon the criteria below. The top five (5) Offerors will be required to present in person at no cost to GVB. GVB plans to negotiate a contract with the best-qualified Offeror for the required services at a compensation rate determined in writing to be fair and reasonable.

2.1 General Criteria (37 total points)

The following general criteria shall be used to evaluate proposals submitted in response to this RFP based on demonstrated proficiency in the areas stated above. Offerors will be reviewed according to their depth of experience (in terms of years of experience, number of assignments, and complexity of assignments) based on the following general criteria:

- A. Company Profile (2 points)
 - Explain the agency's legal entity status and organizational structure
 - Explain the agency's corporate mission
 - Describe the agency's geographic coverage, markets, and office locations
 - Describe the agency's key strengths
 - Provide the agency's current client listing related to the tourism, Hospitality, and travel trade industries

- B. Strategic Approach (10 points)
 - Describe the process and methods the agency employs to develop effective marketing communications
 - Provide examples of how the agency's process and methods have worked for clients

- C. Relevant Experience (5 points)
 - Describe the agency's relevant experience to destination marketing
 - Provide at least two case histories dealing with similar or analogous issues
 - In no more than two pages, describe how the agency is ideally suited to address the challenges and opportunities of GVB

- List any major campaigns for destination marketing
 - List any public relations programs related to destination marketing
- D. Creative Department (5 points)
- Identify the agency's unique qualifications
 - Specify whether the agency have a creative director on staff
 - Specify whether creative work is done in-house (e.g., writing, art direction, photography, etc.)
 - Specify whether the agency subcontracts its creative work, and if so, provide background information and samples of subcontractors' work
- E. Market Research (5 points)
- Describe, if any, in-house capabilities for quantitative or qualitative research
 - Describe the agency's access to specific outside resources
 - Demonstrate the agency's analytical capabilities from similar client situations
- F. Media Relations and Sales Support (5 points)
- Specify whether the agency places its own media buys or places them through a media buying firm
 - Identify access to outside resources to benefit GVB's marketing goals
 - Explain the agency's suggestions on GVB's use of collateral support materials
- G. Task Flow (5 points)
- Describe the agency's typical flow of tasks associated with conception to execution and evaluation of special events, campaigns, and marketing goals
 - Describe the process and methods the agency employs to develop effective marketing communications, and provide examples of how the process and methods have worked for other clients
 - Describe internal and external communications strategy to client stakeholders and target market/consumers
 - Explain the criteria the agency would utilize or recommend utilizing to determine if advertising is productive and achieves desired goals

2.2 Statement of Qualifications (13 total points)

All proposals submitted in response to this RFP shall contain a Statement of Qualifications. The Statement of Qualifications shall describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this RFP and shall identify the team members and any other key staff personnel to be involved in this project, including an organizational chart. The Statement of Qualifications shall conform to the outline listed below. Each section below must be included to be considered responsive. Offerors must provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated. The Statement of Qualifications shall include:

- A. Letter of Interest/Executive Summary (3 points)
- B. Section 1: Experience of the Agency (5 points)

1. The agency must be a professional full-service advertising agency with individuals experienced in the tourism, travel, and hospitality industries.
2. The agency shall provide the following information, as a minimum, which describes the relevant experience of the Offeror:
 - i. A description of the agency's organization including year formed and the number of employees and resources of the agency.
 - ii. Provide a description of successful procurements completed (list only those where the agency served as the primary agency for the development of the RFP, vendor evaluation, and contract negotiations). Offerors are warned that inclusion of experience that did not lead to successfully executed contracts will result in disqualification.
 - iii. Provide a minimum of three (3) references (contact name, title, telephone number, affiliation, and address along with brief project descriptions including the specific role the agency played) illustrating the agency's knowledge of advertising services.

C. Section 2: Staff Qualifications and Experience (5 points)

1. The agency shall provide the name and resume of the person who will be the account manager for the contract, and resumes of the principals, key staff, and any other employees who will be directly involved in performing the work. The agency shall include in the submission an organizational chart together with a discussion of the role each individual will play.
2. The agency must have available to it (as needed) individuals employed by the agency with the capabilities and background experience listed in paragraph 2.2 B.1. above.

2.3 Communication Plan (50 total points)

The Approach (10 points)

The agency shall indicate how it plans to approach the contract regarding its performance of the services and staffing responsiveness. In addition, the agency shall include a detailed communication plan indicating its approach to developing the tasks and work products necessary to carry out the services.

To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan addressing the requirements below. Price and cost data and compensation shall not be included in the communication plan:

- i. Branding/Image Building (10 points)
 - a. Explain proposed strategic approach to change, alter, or reinforce Guam's image (if necessary)
 - b. Demonstrate year round plan for branding consistency
 - c. Provide suggested creative art boards, visual displays, ad layouts to support brand image and communication plan

- d. Illustrate through charts the media mix addressing frequency, reach, and message for each market segment
- ii. Test scenario: INCREASE GUAM SHARE OF VOICE WITH FAVORABLE MARKET SEGMENTS (20 points)
 - a. Explain Guam's current share of voice in the Japan market
 - b. Present campaign objectives and desired target market segments
 - c. Explain proposed positioning and communication plan
 - d. Present campaign creative images and suggested communication plan necessary to reach objectives
 - e. Illustrate through charts the media mix addressing frequency, reach, and message for each market segment and region
- iii. Market Development (10 points)
 - a. Propose target market segments
 - b. Demonstrate your rationale for prioritizing and choosing a strategic approach for the proposed market segments
 - c. Propose methods of communicating to each market segment
 - d. Illustrate through charts the media mix addressing frequency, reach, and message for each market segment and region

Maximum points possible from evaluation (2.1, 2.2 and 2.3): 100 total points

2.4 Selection Committee

GVB General Manager will nominate an Evaluation Committee. Evaluation may be conducted as a group or individually, however, the same evaluation form shall be used by each Evaluator and the results compiled to present a cumulative score with recommendation(s) to the General Manager. The General Manager shall then submit to the Board of Directors the name of the best-qualified Offeror and request Board approval to enter into negotiations with said Offeror.

2.5 Investigation and Rejection

GVB reserves the right to conduct any investigation deemed necessary as to the background, qualifications, experience, and record of performance of any Offeror, and to reject any or all proposals if deemed necessary in the public interest. GVB shall review and determine whether an Offeror has the necessary qualifications, staffing, management, and experience required to properly conduct the work in accordance with all applicable laws, statutes, and regulations.

SECTION III

INSTRUCTIONS TO OFFERORS

3.0 Defined Terms

The terms used in these Instructions to Offerors are defined in Guam's procurement laws and regulations have the same meanings assigned to them in this RFP. The term "Offeror" means one who submits a proposal directly to GVB, as distinct from a sub-Offeror who submits a proposal to the Offeror. The term "successful Offeror" means the best-qualified Offeror for the required services to whom GVB (on the basis of GVB's evaluation as hereinafter provided) makes an award. The term "request for proposals documents" includes the invitation to submit a proposal, instructions to Offerors, and all addenda. The term "GVB" means the Guam Visitors Bureau and

vice versa. The term “price data” are factual information concerning prices, including profit, for supplies, services, or construction substantially similar to those being procured. In this definition, “prices” refer to offered or proposed selling prices, historical selling prices, and current selling prices of such items. This definition of “prices” refers to data relevant to both prime and subcontract prices. The term “cost data” are information concerning the actual or estimated cost of labor, material, overhead, and other cost elements which have been actually incurred or which are expected to be incurred by the contractor in performing the contract.

3.1 Type of Procurement

This procurement is a Request for Proposal.

3.2 Language of Proposal

The proposal prepared by the Offeror and all correspondence and documents relating to the proposal exchanged by the Offeror and GVB shall be written in the English language. Supporting documents and printed literature furnished by the Offeror with the proposal may be in another language provided they are accompanied by an appropriate translation of relevant passages in the English language. For the purpose of interpretation of the proposal, the English language translation shall prevail.

3.3 Familiarity with Laws

The Offeror is assumed to be familiar with all U.S. federal and Guam laws that in any manner affect the work to be performed under this RFP. Ignorance on the part of the Offeror will in no way relieve them from responsibility.

3.4 Signature on Proposal

The Offerors must sign their proposals correctly. If the proposal is made by an individual, said individual’s name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal shall show the name of the country, state, or territory under the laws of which the corporation was chartered, and the names and business address of its president, secretary, and treasurer. A proposal submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a notary public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and address for correspondence for the joint venture. The Offeror is advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound by the terms of the contract.

3.5 Currencies of Proposal and Payment

All rates and prices in the proposal and all payments to the Offeror shall be in the currency of the United States of America.

3.6 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn at any time prior to the submission date.

3.7 Receipt, Opening and Recording of Proposals

Upon receipt, each proposal and/or modification will be time-stamped, held in a secure place, and not be opened until the proposal closing date. The only acceptable evidence to establish the date and time of receipt at GVB is the date and time stamp of the GVB Office on the wrapper or other documentary evidence of receipt maintained by GVB. Proposals and modifications shall not be opened publicly, but shall be opened in the presence of two or more GVB procurement officials. After the date established for receipt of proposals, a registrar of proposals will be prepared which shall include all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the service item offered. The registrar of proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to GVB procurement personnel having an interest in them.

3.8 Evaluations and Discussions

- A. Evaluation: GVB will evaluate all proposals submitted and may conduct discussions with any Offeror. The purpose of such discussions shall be to:
 - 1. Determine in greater detail such Offeror's qualifications; and
 - 2. Explore with the Offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- B. Non-Disclosure of Information: Discussions shall not disclose any information derived from proposals submitted by other Offerors, and GVB shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be opened to public inspection except as otherwise provided for in the contract. The proposals of the Offerors who are not awarded the contract shall not be opened to public inspection.
- C. Selection of the Best Qualified Offeror: Upon completion of the validation of qualifications, evaluations, and discussions, GVB shall select, in the order of their respective qualification ranking, no fewer than three (3) acceptable Offerors, or such lesser number if less than three (3) acceptable proposals were received, deemed to be the best qualified to provide the required services.
- D. Submission of Cost or Pricing Data: The Offeror determined to be the best qualified shall be required to submit cost or pricing data to GVB at a time specified by GVB prior to the commencement of negotiations.

3.9 Negotiation and Award of Contract

- A. General: GVB shall negotiate a contract with the best-qualified Offeror for the required services at a compensation determined in writing to be fair and reasonable.

- B. Elements of Negotiation: Contract negotiations shall be directed toward:
1. Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services.
 2. Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time.
 3. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

3.10 Successful Negotiation of Contract With Best-Qualified Offeror

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, and subject to Board approval, the contract shall be awarded to that Offeror. Written notice of award shall be public information and made a part of GVB's procurement file.

3.11 Failure to Negotiate Contract With Best-Qualified Offeror

- A. If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the procurement file and GVB shall advise such Offeror of the termination of negotiations which shall be confirmed by GVB's written notice to such Offeror.
- B. Upon failure to negotiate a contract with the best-qualified Offeror, GVB may enter into negotiations with the next most qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Offeror. If negotiations again fail, negotiations shall be terminated as set forth in paragraph 3.11(A) above and new negotiations shall commence with the next qualified Offeror.
- C. Should GVB be unable to negotiate a contract with any of the Offerors initially selected as the best qualified Offerors, offers may be resolicited, or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue until an agreement is reached and the contract is awarded.

3.12 Cancellation of Solicitation; Delays

GVB reserves the right to cancel or to withdraw this RFP as provided in law and regulation, to delay any GVB determination required by the RFP, or to reject all proposals, or any individual Proposal in whole or in part at any time prior to the final award in the best interest of GVB as provided in law and regulation. The reasons for the cancellation, delay, or rejection shall be made a part of the procurement file and shall be available for public inspection.

- A. After opening of the proposals, but prior to award, all proposals or any individual proposal in whole or in part, may be rejected when GVB determines in writing that

such action is in the territory of Guam's best interest for reasons including but not limited to:

1. The supplies or services being procured by this solicitation are no longer needed.
2. Ambiguous or otherwise inadequate specifications were part of the solicitation.
3. The solicitation did not provide consideration of all factors of significance to the territory.
4. The proposals only offer prices which exceed available funds and it would not be appropriate to adjust quantities to come within available funds.
5. All otherwise acceptable proposals received contain unreasonable prices.
6. There is reason to believe that the proposals may not have been arrived at in open competition, and/or that there was collusion between Offerors and/or the proposals were not submitted in good faith.

If this RFP is cancelled or all the proposals have been rejected prior to final award, notice of cancellation or rejection shall be sent to all Offerors. The reasons for the cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

B. GVB may reject any individual proposal in whole or in part when such rejection is in the best interest of the territory. Reasons for rejecting a proposal in whole or in part include but are not limited to:

1. GVB has determined that the Offeror is not a responsible Offeror pursuant to 2 GAR, Div. 4, Chap. 3, §3116.
2. The proposal is non-responsive, that is, it does not conform in all material respects to the RFP.
3. The offered supply or service in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternatives or other acceptable criteria set forth in the RFP.

3.13 Disqualification of Proponent

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an Offeror has an interest in more than one (1) proposal for the same work will cause the rejection of all proposals in which such Offeror is believed to have an interest. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants of such collusion will be considered in future request for proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected. Proposals submitted by Offerors who do not meet the evaluation criteria will not be considered for review by GVB.

3.14 Right to Reject Proposal

GVB reserves the right to reject any or all Proposals in accordance with law and regulation, and to waive technical errors, or minor informalities, or to accept any proposals in part.

3.15 Award of Contract

The award of contract, if it is awarded, will be awarded to the best qualified Offeror for the required services at a compensation determined in writing to be fair and reasonable, and subject to the approval of the Board. In no case will the award be made until GVB has completed all necessary investigations into the responsibility of the proposed Offeror, and GVB is satisfied that the proposed Offeror is qualified to do the work and has the necessary organization, capital, and equipment to carry out the provisions of the contract to GVB's satisfaction within the time specified.

3.16 Execution of Contract

The Offeror which is determined to be the best qualified, or the next best qualified Offeror should GVB cease contract negotiations with better qualified Offerors, shall sign the necessary agreement entering into a contract with GVB, and return a fully executed contract, containing the terms mutually agreed upon by the parties, to GVB within **seven (7) calendar days** after GVB determines in writing that the Offeror's requested compensation, for the required services, is fair and reasonable.

3.17 Addenda

Any amendment, modification, or addenda issued by GVB, prior to the established due date of the proposals, for the purpose of changing the intent of the plans and specifications clarifying the meaning, or changing any of the provisions of this RFP, shall be binding to the same extent as if originally required by this RFP. Any addenda issued by GVB will be sent to all Offerors in duplicate. Notice may also be obtained by accessing GVB's web site. The Offerors shall acknowledge receipt of the same by their signatures on one copy, which is to be returned to GVB, and said copy shall accompany the Offerors respective proposals. Acknowledgment may also be made in writing or by email.

3.18 Invoicing And Payment Terms And Conditions

All applicable invoices from the Offeror who is awarded the contract arising from this RFP shall include supporting documents (i.e., timesheets, shipping invoices, consumable listings, receipts, etc.). All supporting documents must be reviewed and approved by GVB prior to invoice submittal for charges. All applicable GVB approved invoices will be paid net thirty (30) days from the date the invoices are received by GVB. Payment shall be made using a method mutually agreed upon by GVB and the successful Offeror. Applicable invoices must be submitted no later than three (3) months after completion of any given task or project. Failure to do so may result in forfeiture of payment.

3.19 Taxes

The successful Offeror shall be liable for all applicable taxes and duties. GVB shall have no tax liability under this contract arising from this RFP. Specific information on taxes may be obtained from the Department of Revenue and Taxation, Government of Guam.

3.20 Licensing

GVB will not consider for award any proposal submitted by an Offeror who has not complied with Guam's business and/or other licensing laws. Specific information on licenses may be obtained from the Department of Revenue and Taxation, Government of Guam.

3.21 Disclosure of Major Shareholders

As a condition of submitting a proposal in response to this RFP, all Offerors, whether they are partnerships, sole proprietorships, or corporations, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten (10) percent of the outstanding interest or shares in said partnership, sole proprietorship, or corporation, at any time during the twelve (12) month period immediately preceding submission of the proposal made in response to this RFP. The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity, or other compensation. The affidavit shall be open and available to the public for inspection and copying.

3.22 Local Procurement Preference/ Service Disabled Veteran Owned Business Preference

Offerors who seek local procurement preference may request it as part of their proposals, for GVB's consideration. Only Offerors who qualify for local procurement preference pursuant to 5 GCA §5008 may receive said preference by GVB. The GVB will employ where applicable a service disabled veteran owned business preference in accordance with 5 GCA §5011.

3.23 Non-Collusion Affidavit and Conflict of Interest Disclosures

Offerors must submit a non-collusion affidavit and conflict of interest disclosures in the form provided with this RFP. Failure to submit said affidavit and disclosures shall result in the Offeror's proposal to be deemed non-responsive to this RFP, and such proposal shall not be considered for award.

3.24 Restrictions Against Contractors Employing Sex Offenders from Working at Government of Guam Venues

The Offeror must submit with their proposal an affidavit acknowledging their responsibilities pursuant to 5 GCA § 5253, Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the Offeror must affirm that:

1. No person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and;
2. That if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum,

the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

3.25 Compliance with Wage Laws

The Offer who is awarded a contract shall pay employees, at a minimum, in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to GVB. In the event of a renewal of the contract, the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date of the contract shall apply to that renewal contract. In addition to the applicable Wage Determination, the contract shall contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination promulgated by the U.S. Department of Labor, and shall contain provision guaranteeing a minimum of ten (10) paid holidays per annum for each employee.

The Offer is required to execute the Declaration Re Compliance with U.S. DOL Wage Determination, and submit the executed declaration with the Offeror's proposal. NOTE: Required Affidavits are provided in this RFP.

3.26 Gratuities and Kickbacks

(a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor.

(b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

3.27 Contingent Fees

(a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a territorial 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.

(b) Representation of Contractor. Every person, before being awarded a territorial contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (a) of this Section. Failure to do so constitutes a breach of ethical standards.

3.28 Representation Regarding Ethical Standards

The bidder, offeror, 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 set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

3.29 Condition of Contract

As a condition of contract, contractor will agree to indemnify, defend and hold harmless the GVB and the Government of Guam in all actions and from all liability in tort or contract arising from contractor performance of a contract.

3.30 Contact for Contract Negotiation

If your firm is selected as the best qualified to perform the services as described herein, please designate a person whom we may contact for prompt negotiation by filling out Form No. 1, attached herein.

3.31 Notice of Award

GVB will notify all Offerors of the results of the award. Written notice of award will be public information and made a part of the contract file.

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APPENDIX A
GVB RFP 2016-009

AFFIDAVITS
1 ~ 7

- A-1:** Affidavit Disclosing Ownerships and Commissions
- A-2:** Affidavit re Non-Collusion
- A-3:** Affidavit re No Gratuities or Kickbacks
- A-4:** Affidavit re Ethical Standards
- A-5:** Declaration re Compliance with U.S. DOL Wage Determination
- A-6:** Affidavit re Contingent Fees
- A-7:** Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

RFP No: **GVB RFP 2016-009**

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

- (1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the Government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the Offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. **[INSTRUCTIONS: Please attach!]**

Signature

Date



**AFFIDAVIT
RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX
OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES**

CITY OF _____)
) ss
COUNTRY _____)

_____, being first duly sworn, is
(NAME OF PERSON)

(PLEASE STATE "INDIVIDUAL" IF SOLE PROPRIETOR; "PARTNER" IF A PARTNERSHIP; OR "OFFICER" IF A CORPORATION)

of _____ . Tel: _____
(NAME OF OFFEROR AND MAILING ADDRESS) (TELEPHONE NUMBER)

and a duly authorized representative of said offeror on whose behalf this affidavit is being submitted. Said offeror has affirms that he/she has read and understands the provisions of **5 GCA, CHP 5 §5253 RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES.**

The offeror understands that:

- (1) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

Further, the offeror represents:

- (1) that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and;
- (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

Signature

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

My commission expires on _____



FORM 1

CONTACT FOR CONTRACT NEGOTIATION

RFP NUMBER: GVB RFP 2016-009

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

