



**REQUEST FOR PROPOSAL**

**COMMUNITY BRAND BUILDING  
SUPPORT SERVICES**

**GVB RFP NO. 2017-011**

<b>GUAM VISITORS BUREAU REQUEST FOR PROPOSAL COMMUNITY BRAND BUILDING SUPPORT SERVICES</b>	
<b>RFP Number:</b>  <u>GVB RFP NO. 2017-011</u>	<b>RFP Title:</b>  Request for Proposal for <b>COMMUNITY BRAND BUILDING SUPPORT SERVICES</b>
<b>RFP Due Date and Time:</b>  August 18, 2017; 5:00 p.m.	<b>Number of Pages:</b> 36; including required affidavits and forms.
<b>ISSUING AGENCY INFORMATION</b>	
GUAM VISITORS BUREAU	Issue Date: July 31, 2017
Mr. Jon Nathan Denight President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a>
<b>INSTRUCTIONS TO OFFERORS</b>	
<b>DELIVERY OF PROPOSAL</b> <i>By U.S. Mail or Deliver Only to the attention of:</i>  Mr. Jon Nathan Denight President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	<b>MARK FACE OF ENVELOPE/PACKAGE:</b>  <b>COMMUNITY BRAND BUILDING SUPPORT SERVICES</b> RFP Number: GVB RFP No. 2017-011 RFP Due Date: August 18, 2017; 5:00 p.m.
	<b>SPECIAL INSTRUCTIONS:</b>  Mark " <b>Confidential RFP Document</b> " on envelope and in accordance with Section 1.7 of the RFP
<b>IMPORTANT: SEE TERMS AND CONDITIONS OFFERORS MUST COMPLETE THE FOLLOWING</b>	
<b>OFFEROR NAME/MAILING ADDRESS:</b>	<b>AUTHORIZED OFFEROR SIGNATORY:</b>  (Please print name and sign in ink)
<b>OFFEROR TITLE:</b>	<b>OFFEROR EMAIL ADDRESS:</b>
<b>OFFEROR TELEPHONE NUMBER:</b>	<b>OFFEROR FAX NUMBER:</b>
<b>OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE</b>	



3.13 Disqualification of Proponent.....	24
3.14 Right to Reject Proposal .....	24
3.15 Award of Contract .....	24
3.16 Execution of Contract.....	24
3.17 Addenda .....	24
3.18 Invoicing And Payment Terms And Conditions.....	24
3.19 Taxes .....	25
3.20 Licensing.....	25
3.21 Disclosure of Major Shareholders .....	25
3.22 Local and Veteran Procurement Preference .....	25
3.23 Non-Collusion Affidavit and Conflict of Interest Disclosures .....	25
3.24 Restrictions Against Contractors Employing Sex Offenders from Working at Government of Guam Venues.....	26
3.25 Compliance with Wage Law .....	26
3.26 Gratuities and kickbacks.....	26
3.27 Contingent Fees.....	27
3.28 Representation Regarding Ethical Standards .....	27
3.29 Condition of Contract.....	27
3.30 Contact for Contract Negotiation .....	27
3.31 Notice of Awards .....	27
<b>APPENDIX A Affidavits 1-7.....</b>	<b>28</b>
<b>FORM No. 1 .....</b>	<b>37</b>

## 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.
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 and is an excellent source of information for any questions you may have.
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](http://www.guamvisitorsbureau.com) to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your RFP response.
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

### COMMUNITY BRAND BUILDING SUPPORT SERVICES GVB RFP 2017-011

<u>DATE</u>	<u>EVENT</u>
July 31, 2017 (MON)	RFP Issue Date/Public Announcement RFP packets available at GVB website or GVB office at 401 Pale San Vitores, Road, Tumon.
August 4, 2017 (FRI)	5:00 p.m. - Deadline to submit written questions* *GVB response will be provided directly to all registered participants via email and posted on <a href="http://www.quamvisitorsbureau.com">www.quamvisitorsbureau.com</a> .
August 18, 2017 (FRI)	5:00 p.m. - RFP submission deadline

## COMMUNITY BRAND BUILDING SUPPORT SERVICES

The Guam Visitors Bureau (GVB), a public non-stock, non-profit, membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from professional consulting services (“Offeror”) to provide full service public relations communications and graphics services for GVB with emphasis on strengthening Guam’s brand identity, coordinating and unifying marketing themes used by GVB and advancing Guam’s destination image through community participation, strategic brand marketing and public relations activities. This solicitation is entitled **COMMUNITY BRAND BUILDING SUPPORT SERVICES**.

Request for Proposal (RFP) packages may be obtained at the GVB’s Main Office, in Tumon, Guam, 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](http://www.guamvisitorsbureau.com).

A **non-refundable US\$25.00 fee** is required for each USB Packet picked up at the GVB 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.

**If you are interested in submitting an offer for GVB RFP 2017-011 COMMUNITY BRAND BUILDING SUPPORT SERVICES, please send your proposal to:** Jon Nathan Denight, President and CEO, 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 Friday, August 18, 2017.**

/s/ Antonio S. Muna, Jr.  
Acting President and CEO

## SECTION 1

## REQUEST FOR PROPOSALS OVERVIEW

### 1.0 Background and Intent

Tourism is the largest single private sector contributor to Guam's economy, representing \$1.2 billion annually in island revenues and supporting approximately a third of island employment.

Heightened global and regional competition for some 900 million international travelers is a risk to Guam that can be mitigated by a strong, unified and differentiated brand image built around the island's unique history and cultural heritage.

The purpose of the Guam Visitors Bureau's Tourism 2020 Strategic Plan is to:

- Set a strategic direction and isolate key issues and initiatives aimed at improving the island's competitive position in the global market.
- Promote continuity and community support for the adopted strategic direction despite changes in political leadership.

#### Creative Brief – The Guam Brand

1. The anchor and foundation of our "Guam Brand" is the cultural heritage, history and natural environment that have shaped who we are today and the friendly extended family community to which we belong. We are differentiated from other destination by the unique "sense of place" we promote and maintain, the respect we have for our elders, customs and traditions, and the values we hold for family, friendship and the greater island community. We are committed to the integrity of our cultural history, and we appreciate the indigenous flora, fauna, and marine resources that have sustained us for centuries before the landing of Ferdinand Magellan in 1521. Our Chamorro culture is articulated in a variety of expressions. These include our social interaction, the food and passion we hold for festive events, the song and dance we enjoy with friends, family and visitors, the religious practices we embrace, and the authority assigned to our "nana's" and "tata's." These we share easily with visitors from abroad, and we welcome them into an extended family relationship that facilitates mutual enrichment.

2. Our attachment to nature is reflected in the respect we have for the oceans we fish, the land we cultivate, and the boundaries from both that we have come to enjoy with the seasons, religious or otherwise. The fidelity we hold for ancestral lands is a strength that defies imported institutional norms more attuned to large metropolitan communities where land is an abundant resource and a commodity to be bartered. Our attachment to inherited property is a connection to our ancestral past, the binding thread that weaves generations together, and the legacy to be passed along to an extended family community.

3. Archaeologically, we are of Indo Malaysian origin, dating back several thousand years before western contact. More than three centuries of Spanish influence have made its mark prior to our Americanization, which began nearly 120 years ago. Each of our 19 village neighborhoods has a unique physical and social character, but collectively make up our destination identify. We are unified by language, custom, socio economic and political traditions, all of which imprint our identity in ways unlike anywhere else on earth. And the richness of our history, tradition, custom and behavior, all in harmony with those from other lands, is the watershed that nurtures the sense of ownership and emotional attachment we hold for Guam.



4. We are a strong and resilient people, having endured the calamities of war, natural disasters, and exotic diseases to which we are frequently exposed. We are a proud and patriotic community, whose sons and daughters are among those who would claim the highest casualties in time of need. But are also a peaceful and loving people who find little difficulty in forgiving those who have raised our anger, and just as easily seek forgiveness from those offended. We believe in the vigor of our youth, the vitality of our human spirit, the kindness of our forefathers, and a generosity that is shared by all with whom we come in contact.

5. We are humbled by the global forces impacting our lives, but welcome the challenges of preserving the core values that define our people and our homes. We are flexible and able to “think globally” while “acting locally.” We are a destination of promise for the new millennium and beyond. Our physical proximity to the fastest growing economic region in the world provide opportunities to all who would stand by our side, share the challenges we confront, and thereby harvest the material and emotional benefits to be reaped. We offer a safe and relaxing environment to sooth the soul, revitalize our inner spirit and refresh our mental and physical outlook on life. Yet, we offer a variety of activities that are physically challenging, mentally stimulating and socially rewarding. The diversity of our cultural heritage is self-evident and showcased in the upbringing of our youth, the elder care we provide, the “sense of community” we value, and the physical remnants of our past.

6. We are confident, proud, passionate, and enriched by history, waiting only for the opportunity to showcase these attributes (and more) to visitors who have an interest in the true essence of our island. In short, Guam is our unique creation, from which must come the emotional connection upon which to build the “Brand equity worthy of our place in the universe.”

#### Branding a Visitor Destination

On May 1, 1967, the first Pan Am World Airways jet landed on Guam at a newly opened Guam International Airport Terminal carrying 109 Japanese tourists from Tokyo. Although the Guam Tourism Commission (a forerunner to GVB) was established in 1963, this Japan-Guam direct flight kicked off Guam’s dynamic tourism industry.

Since then, Guam has a reputation as a sun, sand and shopping destination that offers an escape from urban living in major and secondary cities in Japan as well as other Pacific Asian gateways. The GVB Five-Year Strategic Plan cites a crucial initiative in developing a brand message from Guam’s Core Values that sets it uniquely apart from other tropical destinations. This initiative embraces the key principles of:

- Creating, developing and articulating a universal brand image specific to Guam, thereby owning top-of-the-mind potential visitor awareness of the island’s desirability and valued destination.
- Fostering and promoting a culturally and historically centered “sense of place,” which island residents can identify with and “bring to life” in their everyday lives.
- Aligning Guam’s brand identity and image to the island’s tourism business plan in an integrated strategy that leverages an outcome greater than the sum of its parts.

Tourism can perform best when the community has a sense of ownership and identifiable stake in its success. Guam can achieve many of the marketing and destination development and

maintenance objectives if the community at large understands and believes that successful tourism benefits all residents. To this end, it is GVB's intent to engage the services of a professional consulting services who will be required to:

- Educate the public on the benefits of tourism.
- Encourage public input on the strategic direction of managing tourism.
- Position tourism as a tool to improve quality of life on Guam.
- Communicate tourism's success stories to the media and public.

## **1.1 Scope of Work**

Specifically, the successful contractor will be asked to:

1. Sustain current community campaigns that intensify a "sense of place" uniquely Guam by:
  - a. Developing and implementing cost effective strategies for the community to "bring to life" the attributes that differentiate Guam from other destinations;
  - b. Documenting measureable results in key initiatives undertaken; and
  - c. Setting clear objectives to achieve strategic outcomes and quantifying the financial and other resources required.
2. Specify community involvement and budget recommendations by:
  - a. Scheduling of milestones and associated activities.
  - b. Calendaring of advertising, public relations, special events and promotional activities for the purposes of budgeting, monitoring and evaluation.

### Deliverables

Delivery of initiatives and measurable outcomes to be determined following agreement with GVB management on:

- a. Fiscal Year plans and budgets.
- b. Agreed initiatives and milestones to be achieved.

### Project Schedule

- Five year plan of work.
- Effective October 1, 2017 – September 30, 2022.
- Subject to renewal at GVB's sole discretion.

## 1.2 RFP Process

It is in the best interest of the Offeror to register online at [www.guamvisitorsbureau.com](http://www.guamvisitorsbureau.com) to download the complete RFP solicitation packet; or by registering at GVB if the packet is obtained at the GVB office at 401 Pale San Vitores Road, Tumon, Guam 96913.

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

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

If it becomes necessary to revise or amend any part of this RFP, GVB will publish a revision by written addendum on its website and notify all prospective Offerors who have registered. Offerors will be responsible for adhering to the requirements of any addenda to this RFP.

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.

Offerors are to rely, for information regarding this RFP, on the RFP itself and information provided by the President and CEO as indicated in the introduction to this RFP. GVB is not responsible for any misinformation received from other sources.

The responsibility for submitting a response to this RFP on or before the stated time and date will be solely and strictly that of the Offeror. GVB will in no way be responsible for delays caused by the U.S. Post Office, courier services, or by any entity or by any occurrence.

By submitting a Proposal, the Offeror agrees to accept and abide by the terms of this RFP. GVB reserves the right to reject any or all submittals, to waive any informality or irregularity, and to accept any submittals which it may deem to be in the best interest of GVB and the territory.

## 1.3 RFP Submission Criteria

- A. Each Offeror shall submit six (6) complete sets of the proposal: one (1) marked "ORIGINAL" and five (5) marked "COPY."
- B. An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal. Submittals will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to contractually bind the Offeror.

- 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.
- E. Offeror must organize proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections and appendices is required. If no explanation or clarification is required in the Offeror's response to a specific subsection, the Offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement: **"(Offeror's Name) understands and will comply."**

#### 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.
- D. 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 Board of Directors or employees, and/or the Selection Committee related to this solicitation, except for GVB's designated point of contact as set forth above. Offerors who violate this requirement will be disqualified.

#### 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, August 18, 2017 (Friday)**, 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**  
**President and CEO**  
**Guam Visitors Bureau**  
**401 Pale San Vitores Road**  
**Tumon, Guam 96913**

### Mark package(s):

YOUR COMPANY NAME  
SUBMISSION IN RESPONSE TO  
GVB RFP NO. 2017-011  
**COMMUNITY BRAND BUILDING SUPPORT SERVICES**  
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 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.

## 1.9 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.)

### **1.10 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.

### **1.11 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.

### **1.12 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.

### **1.13 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.

### **1.14 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.

### **1.15 Termination / Cancellation of Contract**

GVB reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the Offeror of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Offeror of any obligations or liabilities resulting from any acts committed by the Offeror prior to the termination of the contract.

Termination for Default. GVB shall notify the Offeror in writing of deficiencies or default in the performance of its duties under the contract and the Offeror shall have ten (10) days to correct same or to request, in writing, a hearing. GVB shall hear and act upon same within twenty (20) days from receipt of said request and shall notify the Offeror of said action. The action by GVB shall be either to confirm, in whole or in part, the specified deficiencies or default, or to relieve the Offeror of responsibilities for said deficiencies or default, or find that there are no deficiencies or default, or such action as deemed necessary in the judgment of GVB. Failure of the Offeror to remedy said specified items of deficiency or default in the notice by GVB within ten (10) days of receipt of such notice of such decision, shall result in the termination of the contract, and GVB shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the contract.

### **1.16 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 four (4) 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.

Upon expiration of the fifth contract term, the President and CEO may have the option to extend contract 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.

### **1.17 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.

### **1.18 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.

### **1.19 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.



## **1.20 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.

## **1.21 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.

## **1.22 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)).

## **1.23 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 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 Evaluation Committee

The GVB President and CEO will form an Evaluation Committee. Evaluations may be conducted as a group or individually, however, each Evaluator shall use the same evaluation form and the results compiled to present a cumulative score with recommendation(s) to the President and CEO. The President and CEO shall then request the approval of GVB's Board of Directors approval to enter into negotiations with the best-qualified Offeror.

### 2.2 Evaluation Criteria & Scale

The Evaluation Committee will review and evaluate all offers according to the established criteria contained herein based on a maximum possible value of 100 points. All proposals must include the following and will be scored by the point scale provided:

- A. 50 points. Qualifications & Experience:** All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:
  - A.1. Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document;
  - A.2. Identify the team members and any other key staff personnel to be involved in this project;
  - A.3. Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated;
  - A.4. Provide the name and resume of the person or persons who will perform services pursuant to this RFP;
  - A.5. Include resumes of the principals, key staff, and any other employees who will be directly involved in performing the work.
  
- B. 5 points. Demonstrated Capability and Capacity to Respond.**
  - B.1. Prospective offerors must demonstrate that they possess the capacity and capability to respond to the broad range of projects, challenges and

opportunities that need innovative solutions.

- B.2. Include a minimum of three (3) examples of similar successful projects to include but not limited to Project Name, Project Summary, Place, Name of the Organization your firm provided the work to and at least one (1) photo of the final product.

**C. 5 points. Quality & Responsiveness.**

The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:

- C.1. Proof of the license to do business on Guam and statement of no pending legal issues with the government or other private companies.
- C.2. Affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.
- C.3. Adherence to any amendments issued by GVB.
- C.4. At a minimum the Offeror shall provide:
  - (a) Name and address of offeror
  - (b) Age of Offeror's business
  - (c) List of all subcontractor's for this project.

**D. 30 points. Plan of Performance – Approach & Strategy**

Plan of Performance must include the Offeror's Approach and Strategy to carrying out the services sought herein. This must include but is not limited to the following:

- D.1. Proposals shall include a Work Plan that delineates the Firm's approach to be used in working with GVB to provide the services sought herein. (see Section 1: 1.1 Scope of Work).
- D.2. The Offeror shall describe its conception of the best working relationship with GVB and other governmental agencies that would ensure the success of this project.
- D.3. Proposed subcontractors (if any) it would engage to effect a full turn-key service.

**TOTAL MAXIMUM POINTS.....(100 Points)**

**2.3 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:

- A. 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;
- B. 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.

**APPENDIX A**  
**GVB RFP 2017-011**

**AFFIDAVITS**  
**1 ~ 7**

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

ALL FORMS LISTED MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.

**AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

**GVB RFP 2017-011**

CITY OF \_\_\_\_\_ )  
 ) ss  
 ISLAND OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[ ] The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_  
 [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please state]:

<u>NAME</u>	<u>ADDRESS</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
<b>TOTAL NUMBER OF SHARES</b>		_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

<u>NAME</u>	<u>ADDRESS</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the discloser required by 5 GCA §5233 by delivering another affidavit to the government.

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature of one of the following:  
 Offeror, if the offeror is an individual;  
 Partner, if the offeror is a Partnership;  
 Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My Commission Expires \_\_\_\_\_

(AG Procurement Form 002 (Rev. Nov. 17, 2005))











**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

RFP No: **GVB RFP 2017-011**

Name of Offeror Company: \_\_\_\_\_

I, \_\_\_\_\_ hereby **certifies 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(AG Procurement Form 006 (Rev. Feb. 16, 2010))







FORM 1

CONTACT FOR CONTRACT NEGOTIATION

RFP NUMBER: GVB RFP 2017-011

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	