



GVB RESPONSE TO QUESTIONS AND AMENDMENT NO. 2 FOR

GVB RFP 2017-008 VISITOR SAFETY OFFICERS

SEPTEMBER 20, 2017

Question 1. Reference RFP page 13 E. SITES.

Are the Visitor Security (sic) Officers armed under this contract? If so, how many positions are to be armed?

GVB Response: See AMENDMENT NO. 2 attached.

Question 2. Missing EXHIBIT A

Under Item 2, there is a reference to Exhibit A; however, I could not locate the attachment for Exhibit A in the RFP. Please advise.

GVB Response: See AMENDMENT NO. 2 attached.

Question 3. Number of VSO Positions.

Aside from the two additional positions for the water safety security, one designated program manager, one dedicated Administrative Assistant 8:00 a.m. – 5:00 p.m. No other positions were indicated concerning the number of VSO's. How many VSO positions are allotted for this contract?

GVB Response: The quantity of VSO's is at the discretion of the contractor to fulfill the Scope of Work.

Question 4. Hours of Operation.

Hours of operation were indicated for the Water Safety Security from 9:00 a.m. to 6:00 p.m. daily. Further, it stipulates that Visitor Safety presence is from 10:00 p.m. to 6:00 a.m., but no other times were mentioned in between. Is the VSO program or contract a 24-hour schedule?

GVB Response: The normal VSO schedule is based on a full operation for the duration of 10:00 a.m. – 12:00 a.m. with a rover security between 10:00 p.m. – 6:00 a.m. However, flexibility is needed to meet for event security at GVB Signature Events (GMIF, Koko Road Race, Guam Live, etc.); emergency situations (a natural disaster or threats to the island) and peak seasons (summer break, Christmas break, etc.).

The Contractor is expected to ensure weekly schedules maximize the Scope, but their discretion regarding operations and schedule will always be considered by GVB management and/or TIR officer. Approval by GVB management and/or TIR officer will always be needed when schedules are changed by the contractor. A weekly schedule

will be submitted to the GVB by the contractor with consideration of the flexible scheduling and special requests by management, as needed, and at no additional cost.

Question 5. What are the hours of security coverage and the number of Visitor Safety Officers required per shift for the following locations:

- i. Pale San Vitores Road, Tumon
- ii. Hilton Intersection – Beach Bar
- iii. Westin Hotel / Pacific Place intersection north hill to Marine Drive)
- iv. Farenholt Road to Sheraton Hotel
- v. Hagatna Bay Beach North – Governor Carlos Camacho Road (Jimmy Dee Beach Bar to Sheraton Hotel)
- vi. Matapang beach park - Contractor shall provide for one (1) extra personnel to provide water safety security daily from 9:00AM – 6PM; seven (7) days weekly, including holidays, totaling (63) hours weekly, along the beaches and in the water.
- vii. Joseph Flores Memorial Park - Contractor shall provide for one (1) extra personnel to provide water safety security daily from 9:00AM – 6PM; seven (7) days weekly, including holidays, totaling (63) hours weekly, along the beaches and in the water.

GVB Response: See AMENDMENT NO. 2 attached.

Question 6. How many Visitor Safety Officers are required for these night patrols?

- viii. Tumon Bay Beach – visitor safety presence from the hours of 10:00PM – 6:00AM with eight (8) random supervisory patrol checks, Monday through Sunday, including holidays.

GVB Response: Minimum of one (1) officer.

Question 7. What is the schedule for the Field Supervisor?

GVB Response: 8:00 a.m. – 5:00 p.m.

Question 8. The RFP states that the Contract Security Administrative Support is from 8am-5pm. Is this daily?

GVB Response: At least once a week and as contractor deems appropriate to fulfill duties outlined in the Scope of Work.

Question 9. What are the number and types of vehicles (cars, segways, bicycles, others) recommended by GVB?

GVB Response: GVB currently has: (1) 2009 Dodge Dakota Pickup Truck; (1) 8'x20' modular office; (1) Honda Pioneer UTV; (1) T-3 Motions Segway; and (3) Mountain Bicycles.

Question 10. Does GVB own any of the service vehicles for security or does that belong to the current service provider?

GVB Response: GVB owns all the equipment used by the current contractor solely for VSO operations.

Question 11. Page 11 of RFP: Contractor Duties; sub-item (e) notes: "Prevent and minimize fire, theft and trespass on all Sites directed by GVB." RECOMMENDATION: Accurate expectations of the Scope of Work is important to achieving service levels. The term "prevent" is an absolute term which cannot be accomplished. There will be circumstances which are beyond the control of the contractor. Also, the term "trespass" implies authority to restrict access. The listed areas are Government of Guam property subject to Guam laws of public access. Recommend change statement to "deter and minimize fire and theft on all Sites directed by GVB"...(removing the term "trespass").

GVB Response: See AMENDMENT NO. 2 attached.

Question 12. Page 11 of RFP: Contractor Duties; sub-item (j) notes: "Provides initial emergency medical care until the appropriate medical care arrives at the scene...". RECOMMENDATION: The RFP does not require the VSOs to be certified medical technicians, and the term "medical" is broad in scope and would expose the contractor to inadvertent liability. Recommend change statement to: "Provides initial appropriate emergency First Aid Care until the appropriate medical care arrives at the scene...".

GVB Response: See AMENDMENT NO. 2 attached.

Question 13. Page 13 of RFP: SITES; sub-item (E1) notes: "Contractor shall provide armed and unarmed Officers at any location within designated Sites within twenty-four (24) hours of GVB request." RECOMMENDATION: The need for "armed" (with firearms/weapons) security response denotes the presence of a high-risk scene or incident. Even though the contractor may have the ability to provide armed security response, this would expose both the contractor and GVB to a high level of potential liability. In the event of such a need arises requiring the use of firearms/weapons as a response or deterrence, the Guam Police Department should be the responders. RECOMMEND removing the "armed" requirement.

GVB Response: See AMENDMENT NO. 2 attached.

Question 14. Page 14 of RFP: PERSONNEL; sub-items (F2 and F3) notes terms related to GVB's right to have any VSO removed from performing services. To ensure proper contract compliance, please identify who at GVB would have such authority to have VSO's removed from duty, or is this a blanket authority to any GVB employee?

GVB Response: GVB President and CEO and GVB Vice President.

Question 15. Page 14 of RFP: PERSONNEL; sub-item (F4) notes: "Within five (5) days of GVB request, Contractor shall reassign VSOs, and such reassignment shall be at no cost to GVB." RECOMMENDATION: for clarity, change the statement to "...and such reassignment shall be at no cost to GVB, subject to the Scope of Work at the reassigned location does not require additional manpower hours, different and/or additional service equipment."

GVB Response: See AMENDMENT NO. 2 attached.

Question 16. Page 16 of RFP: TYPES OF SERVICES; sub-item (G1) notes the requirement for a "Field Supervisor." Is it the expectation of GVB that the Field Supervisor be a separate position, seven (7) days weekly, from the primary VSOs assigned at the Regular Site Locations identified on page 10 of the RFP, under item B1(a)?

GVB Response: GVB prefers that the Field Supervisor be a separate position from the VSO's assigned at site locations.

Question 17. Page 17 of RFP: TYPES OF SERVICES; sub-item (G4) notes the requirement for an “Account Manager.” Is it the expectation of GVB that the Account Manager be an additional position, solely dedicated to support the VSO service contract?

GVB Response: Account Manager position needs to be solely dedicated to the VSO service contract.

Question 18. Page 10 of RFP: CONTRACTOR DUTIES; sub-item (a8) notes Visitor Safety Officer presence at Tumon Bay Beach. For clarity, what is the expectation of GVB of the VSO specific boundary coverage areas of Tumon Bay Beach?

GVB Response: The public easement is 25 feet from the high-water mark. It is expected that coverage boundary is the whole Tumon Beach area, inclusive of the Gun Beach property that is considered public easement.

AMENDMENT NO. 2

GVB RFP 2017-008: VISITOR SAFETY OFFICERS

SEPTEMBER 13, 2017

1. GVB amends the Scope of Work as follows:

1.1 AMENDED Scope of Work

A. INITIAL CONTRACT DELIVERABLES. Specifically, the successful contractor will be asked to:

(1) Post Orders.

Within fifteen (15) Days of the Effective Date, Contractor shall deliver to GVB comprehensive Post Orders for all designated SITES for GVB to review and return same to Contractor with instructions for revisions. Contractor will prepare completed and approved Post Orders and submit them GVB within (10) days of receipt of GVB revisions. Final Post Orders approved by GVB are incorporated by reference and shall become part of the Contract as though fully set forth. Post orders shall include, but are not limited to:

- (a) General Safety Procedures
- (b) Emergency Procedures (including contact lists)
- (c) Investigation, Incident and Emergency Report Procedures and Forms
- (d) Shift Patrol Procedures
- (e) Communication Procedures
- (f) Dress and Grooming Standards
- (g) Training Procedures including harassment training
- (h) Photographs and diagrams of each Site
- (i) Human Resource Policies and Hiring and Disciplinary Procedures
- (j) Templates for required reports

(2) List of Assigned Guards.

Contractor, prior to any work must furnish GVB with a complete list of all VSO's assigned, their assignment and a copy of their application for employment. Records of criminal convictions, driving history, parking citations, military service, education and prior employment must be check by Contractor prior to the assignment of any VSO's.

(3) Training Plan.

No later than ten (10) DAYS after Effective Date, Contractor shall provide GVB with a draft Training Plan consisting of the following:

- (a) Security Guard Training

- (b) Tour Guide Training
- (c) Proof of Training

GVB shall review and return the draft Training Plan to Contractor with any instructions for revisions. Contractor shall deliver the completed Training Plan to GVB for its approval prior to the commencement of training required by this Contract. The final approved Training Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.

(4) Proposed Uniform Design.

Contractor shall submit proposed VSO uniform designs to GVB for approval within ten (10) Days of the contract start date.

(5) Supervisor Contact List.

Contractor shall provide a contact list with 24-hour contact information (cell phone, pager, etc.) for all Supervisors.

(6) Proposed form of Emergency Report.

Contractor shall provide a proposed form of Emergency Report for GVB approval.

(7) Report Templates.

Upon the Effective Date, Contractor shall provide to GVB templates for all reports that are required by this Contract (Emergency Reports, Training Reports, Incident Reports, Guard Timesheets, Lost/Stolen Item Reports, a Daily Security Report (DSR), Radio Logs, ~~armed~~ Guard Daily Report, Observer Reports, monthly invoice, and an Excel matrix of Planned/Unplanned Scheduled of Events to track date/time, location, number of guards, hours of service, etc.) for GVB approval. The final approved report templates are incorporated by reference and shall become part of the Agreement as though fully set forth herein.

B. CONTRACTOR DUTIES

(1) General Visitor Safety Officer Duties.

The Contractor shall provide and supervise VSO's to provide Services for all shifts and Sites for which VSOs are required by this Contract or requested by GVB. Contractor shall make best efforts to assign VSOs consistently to certain Sites so that VSOs become familiar with the procedures and authorized persons associated with that Site. VSOs shall be provided to perform the following duties at all Sites in accordance with the Standard Operating Procedures unless otherwise provided in the Contract or as instructed by GVB.

(a) Protect the safety of persons on the Regular Sites Locations Determined by GVB:

- i. Pale San Vitores Road, Tumon
- ii. Hilton Intersection – Beach Bar
- iii. Westin Hotel / Pacific Place intersection north hill to Marine Drive)
- ~~iv. Farenholt Road to Sheraton Hotel~~

v. ~~Hagatna Bay Beach North – Governor Carlos Camacho Road – (Jimmy Dee Beach Bar to Sheraton Hotel)~~

- vi. Matapang beach park - Contractor shall provide for one (1) extra personnel to provide water safety security daily from 9:00AM – 6PM; seven (7) days weekly, including holidays, totally (63) hours weekly, along the beaches and in the water.
 - vii. Joseph Flores Memorial Park - Contractor shall provide for one (1) extra personnel to provide water safety security daily from 9:00AM – 6PM; seven (7) days weekly, including holidays, totally (63) hours weekly, along the beaches and in the water.
 - viii. Tumon Bay Beach – visitor safety presence from the hours of 10:00PM – 6:00AM with eight (8) random supervisory patrol checks, Monday through Sunday, including holidays. **Public easement is 25 feet from the high-water mark. It is expected that coverage boundary is the whole Tumon Beach area, inclusive of the Gun Beach property that is considered public easement.**
- (b) Maintain sound public relations in an effort to promote Guam as a safe a vacation destination.
 - (c) VSOs cannot be expected to speak all the major languages Guam services (Japanese, Korean, Mandarin and Russian); therefore, the VSO vendor must provide a solution to train VSOs with the basic language tools to be able to communicate to our foreign language speaking visitors and/or have access to a call center that can provide translation services to the VSOs, similar to what Customs and Border Patrol does at the Guam International Airport.
 - (d) Inform, assist and educate visitors of basic knowledge and Information (which include laws and regulations in accordance to Guam laws).
 - (e) ~~Prevent Deter~~ and minimize fire, ~~theft, and trespass~~ **and theft** on all Sites directed by GVB.
 - (f) Report unusual incidents, suspicious persons or activities or conditions within the Site locations, determined upon the Contract on a daily basis to GVB – Project Manager; Matapang Koban officer; Frankie Smith station officers, and Contractor.
 - (g) Supports and cooperates with local law enforcement authorities and reports to assigned call center as determined by GVB. Provides assistance to members of public safety agencies within the Regular Sites determined by this Contract to perform in their official capacities.

- (h) Pro-actively patrols the streets and beaches of Tumon (via preferred and determined modes of transportation upon what is determined by Contractor and approved by GVB) as a deterrent to criminal activity against our visitors and local people.
- (i) Maintain high visibility during patrol.
- (j) Provides initial **appropriate** emergency ~~medical care~~ **First Aid Care** until the appropriate medical care arrives at the scene and/or exercises supervisory authority at the scene of an emergency situation until the arrival of emergency supervisory personnel.
- (k) Maintain a daily log for each shift in accordance with all policies for the Sites.
- (l) Complete rounds of assigned Sites.
- (m) Maintain log of all security violations and report occurrences to Supervisor as quickly as possible considering the nature of the violation.
- (n) Be familiar with and implement procedures and protocols for responding to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods and other emergencies.
- (o) Guards shall not use cell phones except to perform their duties, and may not use or be in possession of any personal electronic devices or reading materials not related to Guard duties at a site.
- (p) Guards shall, at all times, be polite, courteous, respectful, and responsive to any person authorized to be on Site.
- (q) Guards shall not be engaged in our conduct any personal business or business outside those described in this Contract at any time while assigned to perform Services except for authorized breaks.
- (r) Guards shall comply with all FCC rules and regulations when using radio frequency, radio base station and handheld radio equipment.

C. UNIFORMS

(1) Uniforms to be Supplied and Maintained.

Contractor must furnish and maintain all uniform items for all Guards provided to perform the Services by this Contract, including outdoor clothing appropriate for the weather and season, with necessary safety clothing and equipment. All Guards must wear a complete uniform of the type required by this Section at all times while on duty. When reporting for duty, Guards shoes must be presentable, all uniform items must fit well and be cleaned and pressed and must

generally present a professional image to the public. The Contractor shall be responsible for the cleaning, pressing, and repair costs for all uniforms.

(2) Uniform Design.

All Officers shall wear the same color and style of uniform. Uniform design shall be a professional, friendly and easily identifiable uniform subject to the approval of GVB. Any changes to uniform design or color required by GVB shall be made at no cost to GVB.

Shoulder patches with GVB brand logo shall be worn on the uniforms left shoulder. No other Contractor identification is to be worn or displayed on the uniform. A lettered breast badge and cap ornament displaying the Contractor's name and GVB Brand logo shall also be worn. Uniform color, style, and design need to be in compliance with the guidelines of the GVB Brand.

(3) Uniform Items.

Contractor shall issue uniforms to all Officers, which must include, at a minimum, the following items:

- (a) Shirts (long and short sleeve)
- (b) Shorts
- (c) Black Garrison style belt
- (d) Cap
- (e) Rain gear in bright yellow or orange with "VSO" printed on back
- (f) Name plate, gold or silver (over left breast pocket with badge number, first initial and last name) and an issued photo I.D. badge
- (g) GVB logo – Visitors Safety Patrol shoulder patch
- (h) Black shoes or boots

D. EQUIPMENT (Minimum Requirement)

- (1) Flashlight and batteries
- (2) Flashlight holder, black, ring or snap style
- (3) Radio holder – black
- (4) Expandable baton (if required by GVB)
- (5) Expandable baton holder – black (if required)
- (6) Whistle (thunder type) with chain attachment

- (7) Approved chemical agent (subject to prior approval of use of chemical agents by Federal law)
- (8) Body armor to the extent determined necessary by Contractor
- (9) Vehicles for Field Supervisors
 - (a) Transportation vehicle for Officers (must be mobile; small; can operate through tight spaces, beach or sidewalk. Examples are segways, mopeds, motorcycles; mules – to be determined by Contractors and approved by GVB.
- (10) Cellular telephones for all Officers on duty
- (11) All other equipment determined by Contractor and approved by GVB necessary to the successful performance of the Services

E. SITES

(1) Requested Locations

Contractor shall provide ~~armed and~~ unarmed Officers at any location within designated Sites within twenty – four (24) hours of GVB request.

(2) Regular Locations

Contractor shall provide VSO Services at the following areas ~~in accordance with the schedule set forth in Exhibit A.~~ GVB reserves the right during the term of Agreement to add Sites or eliminate any Site.

(a) Pale San Vitores Road

(b) Tumon Beach Beach and Public Parks (Governor Joseph Flores Park, Matapang beach Park, Gun Beach)

~~(c) Farenholt to Sheraton~~

~~(d) Governor Carlos Camacho Road to Onward~~

~~(e) Hagatna Bay Beach North (Jimmy Dee to Sheraton)~~

F. PERSONNEL

(1) Contractor Responsible for Personnel

Contractor shall provide adequate number of trained and qualified personnel to fully staff all posts for all locations for which VSO Services are required to be provided by this Contract. **There shall be no less than three (3) VSO's on regular shifts.** All VSOs must be employees of the Contractor. Hiring, training, and payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of VSO shall be the responsibility of the Contractor. The payment to federal and local taxes and all wages shall be the responsibility of the Contractor. Contractor is responsible for complying with all required federal and local employment laws and regulations. GVB may

request Contractor to remove any VSO from its premises at any time it desires and for any reason.

(2) Removal without Cause

GVB **management** may request Contractor to remove any VSO from performing Services under this Contract at any time it desires and for any reason.

Contractor shall remove and replace personnel within 24 hours when requested by GVB.

(3) Removal with Cause

Contractor shall remove and replace a VSO within 30 minutes of GVB request for any cause or condition that renders the VSO incapable of performing their duties, which shall include but is not limited to:

- (a) Sleeping on duty
- (b) Theft
- (c) Alcohol or illegal drug use

Contractor shall remove and replace personnel within 24 hours for other violations or performance failures set forth in the Agreement when requested by GVB.

(4) Reassignment, Augmentation, Reduction of workforce

Within five (5) Days of GVB request, Contractor shall reassign VSOs, and such reassignment shall be at no cost to GVB, **subject to the Scope of Work at the reassigned location does not require additional manpower hours, different and/or additional service equipment.** If GVB's need for Services increases or decreases the number of VSOs required to fulfill this Contract, GVB's cost shall be based on actual hours of Services provided at the billing rates set forth in this Contract.

(5) Qualified Employees

Employees hired as VSOs shall possess the following skills and abilities:

- (a) VSO's shall have the ability to speak, read, write understand and properly use documents written in English.
- (b) Contractor shall communicate all written materials provided by GVB to VSOs, including rules, procedures, regulations, guidelines and instructions, and shall ensure that VSOs adhere to the standards set forth in such materials.
- (c) Each and every VSO provided under this Contract shall have the minimum qualifications required for the position for which he/she is provided as set forth herein, to include a valid Guam's driver's license. GVB may require proof of such qualification at any time from either the VSO or Contractor.

- (d) VSOs must be at least twenty-one (21) years of age. This requirement may be waived for veterans of military service with the written approval of GVB.
- (e) One year experience or GVB approved training in a position requiring the use of interpersonal / communication skills / public relations.
- (f) Must be knowledgeable of Guam public safety laws.
- (g) Ability to demonstrate physical and psychological fitness.
- (h) Ability to work any of the shifts, or for a specific period of time to meet with the needs of the industry.
- (i) Familiar with electronic surveillance equipment and computer systems such as Microsoft Outlook; Word; Excel and Access.
- (j) The following persons **are not qualified** to work as a VSO:
 - i. Persons with a felony(s) or serious misdemeanor conviction(s) during the last five years.
 - ii. Persons presently on probation or parole.
 - iii. Guards removed for cause at any time during this Agreement.
 - iv. Guards who not possess the required certifications or training specified in this Agreement.
- (k) Should any employee be found unqualified for the position to which he/she is assigned, Contractor shall remove such employee immediately and provide a replacement within four (4) hours at no additional cost to GVB.
- (l) GVB shall not pay for any Service provided by Contractor's employees who do not meet the qualifications set for the herein. In the event that GVB discovers, at any time, that it has paid the Contractor for Services provided by an unqualified employee of the Contractor, the Contractor shall refund any such payment to GVB within ten (10) business days of notification by GVB. GVB may, at its option, deduct an equal amount from any payment due or become due to the Contractor under this Agreement or any other agreement.

G. TYPES OF SERVICES.

(1) Field Supervisor

Contractor shall provide one (1) Supervisor, **preferably in a separate position from the VSO's assigned at site locations**, whose primary responsibilities shall be to:

- (a) Respond to all dispatch requests by GPD or VSO for any alarms. When requested, or when there is an incident that requires such response, the field supervisor shall meet with the GPD and/or GVB staff at the location. The Field Supervisor must remain in contact with

GPD and GVB while in patrol using a hand-held radio or cell phone device, to be provided by Contractor.

- (b) Prior to shift change, determine the readiness of VSOs preparing to be posted and ensure adequate number of properly uniformed and equipped with VSOs are available for the shift.
- (c) Communicate any changes in post assignments or procedures, any special instruction, announcements, or any other pertinent information that may affect security operations.
- (d) ~~Shall b~~ **Be** available at all times during their shift to receive and implement orders or special instructions from GVB concerning matters which affect the operation and security of Site locations.
- (e) ~~Shall i~~ **Instruct** VSO's as to their daily duties at the beginning of each shift.
- (f) ~~Shall s~~ **Staff** a VSO post in emergencies not to exceed two (2) hours in any consecutive eight (8) hour period, unless the requirement is waived by GVB. An Emergency report shall be submitted to GVB by the Supervisor no later than the next business day after the emergency.

(2) Contract Security Administrative Support

Contractor shall provide all necessary administrative support to manage Contractor's VSOs; to prepare reports, compile statistics and provide information as requested by GVB. Contractor shall provide one (1) administrative employee, to be stationed between the hours of 8 a.m. and 5 p.m. at a location to be determined by GVB.

(3) As-Needed and Emergency Guard Service

In addition to requested scheduled Services, Contractor shall provide As-Needed VSO service shall be paid at the regular fee. GVB does anticipate the As-Needed VSO Service.

Contractor may be asked to provide for the Emergency VSO Service. Contractor shall provide an Emergency VSO within 30 minutes of GVB request. Contractor may charge an emergency rate for the first four (4) hours of services only. After the first four (4) hours, the rate of pay will revert to regular rates.

(4) Account Manager

Contractor shall provide an Account Manager **solely dedicated to the VSO service contract** whose primary responsibilities shall be to:

- (a) Coordinate Contract Services.
- (b) Manage the GVB account and responding to all GVB requests for additional Services or any other GVB concern regarding staffing or VSO issues.
- (c) Maintain and be responsible for keeping all records and reports.

- (d) Report directly to GV's program manager on emergency issues.
 - i. Direct and communicate to Field Supervisor daily.
 - ii. Be available to participate in security audits and evaluations of Sites locations, practices and procedures. This requirement is a material term of this Contract.

H. TIMES OF SERVICE

(1) Time Records

- (a) Time records shall be signed by VSOs at the beginning and end of each shift and include a standard description of assignments for each day broken down in actual increments. No other VSO or Supervisor is authorized to sign time records.
- (b) All original time records for a VSO which GVB is charged, shall be maintained within the island of Guam and be retrievable within 24 hours of GVB's request.
- (c) Contractor shall maintain electronic records of actual daily VSO assignments and functions in a standard and reportable manner.
- (d) Contractor shall make time records and payroll records available for inspection, copying or audit for the entire term of the Agreement.
- (e) Time records shall be signed at the end of each shift by the Field Supervisor, certifying the accuracy of the time record the VSO.
- (f) Time records for all VSOs shall be maintained at the Contractors main place of business.
- (g) The Contractor must provide the assignment rotation a minimum of once every two (2) months.

(2) Hours of Service

(a) Shift Schedule

The Contractor shall provide VSOs to fill all shifts listed in Exhibit A. GVB reserves the right to change the times or locations of the shifts listed in Exhibit A.

Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services to be performed by it herein, including the locations and areas where Services are to be maintained, and the numbers of trained, equipped and qualified VSOs to be furnished by the Contractor hereunder shall be subject to the approval of GVB. Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to GVB, provided GVB give ten (10) business days' notice of any changes to Exhibit A, except in emergencies.

I. REPORTS AND MEETINGS

(1) Quarterly Meetings

Contractor's Account Manager shall attend quarterly status meetings with GVB management and staff to discuss issues related to the Agreement including, but not limited to, performance, invoice payments, Agreement status, personnel issues, etc. At least one (1) week prior to the quarterly status report that summarizes the status of performance of the Agreement with respect to the Subject matters listed above and any others that either party request be included on the agenda for quarterly status meeting.

(a) Reports

- i. **General Report Requirements:** Whenever a written report is required under the Agreement, any such report must be written in legible English. All reports must be submitted in Microsoft Word or compatible format in the approved template. Any changes to report content or formats requested by GVB shall be made at no cost to GVB. All written reports are to be submitted by the beginning of the next business day to:

**Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913**

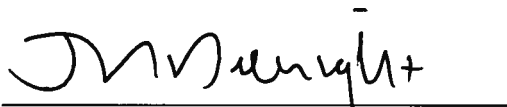
- ii. **Generate an Incident Reports Procedure:** Incident Reports shall be prepared no later than the end of the shift during which an incident occurs by each and every VSO who witnessed or responded to the incident. Included in the incident report is a description of the reported incident and status such as "no incident", "all clear", "further investigation and follow-up required". The incident report shall be submitted to GVB's program manager, or a designated representative. Incident Reports must be submitted by VSO's whenever there is an event or condition on or adjacent to Site locations involving injury to persons or property, suspicious activity, unauthorized persons of property or any significant confrontations or altercations among or between visitors, business owners, and other members of the public. Original Incident Reports must be submitted to GVB each day for the prior business day's incidents in electronic format or by fax. An Incident Report must be filed in any of the following circumstances:
 - A VSO is required to intervene between any or two or more person, including other VSOs, members of the public or GVB staff;
 - A VSO witnesses any crime or suspected crime, including assault;
 - A VSO witnesses any incident in which there is a potential personal injury, whether or not medical

attention is requested or required, or in which loss or damage to public or private property occurs;

- A VSO is required to give direction or an order to any person on a Site location and they protest or express their unwillingness to comply;
- A VSO discovers any unlocked doors or any activated alarms, false or otherwise;
- A VSO discovers any evidence of an area being used and/or occupied by vagrants or loiterers.
- A VSO observes suspicious or unusual activities, intrusion alarm information, or Graffiti attacks.

(b) Annual Summary Reports. Each year, 90 days before each anniversary date of this Contract, Contractor must furnish a report of the total services ordered under this Contract during the preceding twelve months. The Report must be in a format acceptable to GVB and must list by Department or location the following:

- All services awarded under this contract;
- Total quantity and dollar value of each service ordered, including services for which there were no orders;
- Contractors must also furnish a separate similar report for the total of all services ordered by GVB, which are not part of this Contract.



JON NATHAN DENIGHT
President and CEO