



REQUEST FOR PROPOSAL

**TOURISM DESTINATION MARKETING
REPRESENTATION SERVICES
IN HONG KONG**

GVB RFP NO. 2018-001

GUAM VISITORS BUREAU REQUEST FOR PROPOSAL	
RFP Number: GVB RFP NO. 2018-001	RFP Title: Tourism Destination Marketing Representation Services in Hong Kong
RFP Due Date and Time: July 31, 2018 – 5:00 p.m. ChST	Number of Pages: 50; inclusive of the required affidavits/acknowledgements. Also downloadable online at www.guamvisitorsbureau.com.news.rfps
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: July 9, 2018
Mr. Jon Nathan Denight President & CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: www.guamvisitorsbureau.com
INSTRUCTIONS TO OFFERORS	
DELIVERY OF PROPOSAL <i>By U.S. Mail or Deliver Only to the attention of:</i> Mr. Jon Nathan Denight President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	MARK FACE OF ENVELOPE/PACKAGE: Tourism Destination Marketing Representation Services in Hong Kong RFP Number: GVB RFP 2018-001 RFP Due Date: July 31, 2018; 5pm ChST
	SPECIAL INSTRUCTIONS: Mark “Confidential RFP Document” on envelope and in accordance with Section 1.7 of the RFP
IMPORTANT: SEE TERMS AND CONDITIONS OFFERORS MUST COMPLETE THE FOLLOWING	
OFFEROR NAME/MAILING ADDRESS:	AUTHORIZED OFFEROR SIGNATORY: (Please print name and sign in ink)
OFFEROR TITLE:	OFFEROR EMAIL ADDRESS:
OFFEROR TELEPHONE NUMBER:	OFFEROR FAX NUMBER:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

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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. Submitted proposal must signed by the person authorized to bind/contract (see page 2 of this RFP).**
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. – NOTE: all affidavits must be notarized.
8. **Check the GVB website for RFP addenda.** Before submitting your response, check the GVB website at www.guamvisitorsbureau.com to see whether any addenda were issued for the RFP. 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

TOURISM DESTINATION MARKETING REPRESENTATION SERVICES IN HONG KONG GVB RFP 2018-001

<u>DATE</u>	<u>EVENT</u>
July 9, 2018 (MON)	RFP Issue Date/Public Announcement RFP packets available at GVB website or GVB office at 401 Pale San Vitores, Road, Tumon.
July 12, 2018 (THU)	5:00 p.m. Deadline to submit written questions
July 31, 2018 (TUE)	5:00 p.m. RFP response/submission deadline

TOURISM DESTINATION MARKETING REPRESENTATION SERVICES IN HONG KONG

The Guam Visitors Bureau (GVB), a public, non-stock, non-profit membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from established marketing companies to act as GVB’s **TOURISM DESTINATION MARKETING REPRESENTATION SERVICES IN HONG KONG** to assist GVB in promoting Guam tourism and achieving visitor arrival goals, and to act as GVB’s liaison office in Hong Kong in matters pertaining to Guam.

RFP packages can also be **downloaded at no cost** from GVB’s website at www.guamvisitorsbureau.com.news.rfps or obtained (in USB format) at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, 8:00 AM – 5:00 PM, Monday – Friday, excluding Guam holidays.

A non-refundable \$25.00 fee is required for each packet picked up at the GVB office payable in US\$ cash, bank wire transfer or major credit card (Visa MasterCard, Discover, JCB).

Questions, if any, should be made in writing to the President and CEO, which can be dropped off at the GVB office; emailed to procurement@visitguam.org; or sent by fax to 646-8861 according to the timeline provided in the RFP.

GVB hereby notifies all bidders that it will affirmatively ensure that 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.

GVB reserves the right to reject any or all proposals, waive any imperfection in the proposal, or cancel this solicitation all according to law in the interest of the bureau. Direct or indirect contact with the GVB Management or Staff, Board Member, or any person participating in the selection process is prohibited.

If you are interested, please submit your proposal by no later than 5:00 p.m. (Chamorro Standard Time) on Tuesday, July 31, 2018.

/s/ JON NATHAN DENIGHT
President and CEO

SECTION 1

REQUEST FOR PROPOSALS OVERVIEW

1.0 Summary and Intent

The Guam Visitors Bureau “GVB”, a public, non-stock, non-profit membership corporation, is soliciting proposals from professional and experienced companies to be GVB’s **TOURISM DESTINATION MARKETING REPRESENTATION SERVICES IN HONG KONG** to assist GVB in promoting Guam tourism and achieving visitor arrival goals, and to act as GVB’s liaison in matters pertaining to Guam. The contractual obligation shall be for a one-year period, with two one-year options to renew, total of three (3) years (FY2019, FY2020, and FY2021) beginning October 1, 2018 and is subject to fiscal year-end performance reviews, availability and certification of funds from fiscal year to fiscal year.

GVB is tasked with the general responsibility to promote the visitor industry on Guam. The Bureau is guided by policies established and developed by its Board of Directors, as authorized by Guam law. The Bureau’s Board is comprised of twelve (12) voting directors and one (1) alternate director who collectively establish general guidelines necessary to meet the Bureau’s goals and objectives, including the identification of short- and long-term goals. The President and CEO oversees daily operations of the Bureau. Personnel from Administration, Community Programs, Research and Marketing provide staff support in overseeing the terms of this work. Department staff administers and support the goals and activities of Board Standing committees, which are chaired by volunteer Board Members and whose membership is comprised of industry, community and governmental representatives. The GVB currently has marketing representative offices in Japan, Korea, China, Hong Kong, Taiwan, Russia, and the Philippines. GVB’s funding source is the Tourist Attraction Fund (TAF). Occupancy taxes, currently at 11%, are collected and deposited into the TAF. Aside from supporting the GVB operations, the TAF also supports the development and promotion of tourism-related projects and the maintenance of public parks, beaches, and recreational facilities.

REPRESENTATION SERVICES OVERVIEW

Tourism represents over 50% of Guam’s economy. The importance of the industry to Guam’s island economy cannot be overstated and is driven by GVB’s Tourism 2020 strategic plan that primarily seeks to transform Guam into a world class, first-tier resort destination of choice for business and leisure visitors. GVB is the organization responsible for marketing Guam to the world as a premier tourist destination. To achieve maximum yield for the tourism industry from limited resources, GVB’s marketing activity is carefully focused on a number of key markets and a select group of consumers within those key markets. These include Japan, Korea, Taiwan, Hong Kong, Philippines, North America and Russia.

Annual strategic objectives or smart goals are derived by each of GVB’s source markets and are achieved through programs, campaigns and cooperative ventures all driven by strong and aggressive sales and public relations efforts. It is the responsibility of each marketing representation office to carry out and reach its annual goals and who are held accountable in its performance to meet all deliverables.

The Hong Kong market remains very competitive, as Hong Kong travelers have become wiser and more traveled. Guam itself is in competition with other nearby destinations in the Asia-Pacific region especially with the dynamic introduction of increased low-cost carriers in the Asia/Pacific arena that is significantly creating fierce competition by destinations in seeking new air seat inventory, connectivity and retention of those air assets. In addition, today's tourism realm has evolved more to social media with the use of smart tourism technology that now plays a significant role on how travel decisions are made.

With these challenges, GVB seeks to retain representation services from a company or agency with a diversified and proven background in sales and marketing and public relations that demonstrates today's tourism business climate with the use of smart tourism practices. The company must also be established in the travel trade, most especially with travel agencies, travel media and the airlines and who critically understands the trade. In today's digital era, GVB seeks representation that is keen on social media and comprehends smart travel concepts and practices. The representative must have the ability to be creative, contemporary and Hong Kong market eccentric.

GVB Objective

- To achieve annually set visitor arrival numbers and smart goals established by GVB Headquarters. Visitor arrival numbers may be adjusted by GVB Headquarters only and is subject to market conditions.
- To elevate awareness of Guam as a destination of choice and to establish a positive Guam reputation among Hong Kong general consumers as a quality, safe, convenient and a "must visit" destination using social media and smart tourism practices.
- To facilitate the development and continued efforts of the Hong Kong market to build and sustain industry relations with key stakeholders, including Chamber of Commerce, U.S. and Hong Kong governmental agencies, travel agents, airlines, hotel developers, the EXPAT Communities and Associations, and any other stakeholder influential to the development of Guam's travel tourism from the Hong Kong market.
- To develop, increase and retain airlift capacity for sustainable air assets for both direct regularly scheduled and charter services in Hong Kong.
- To encourage additional demand for travel to Guam during slow-shoulder periods.
- To encourage the development of Guam packages that showcase Guam's unique Chamorro culture and attractions, to include tourism offerings with scenic, historical, and other quality attractions, to include Guam's marine assets.
- To establish a strong Guam presence in the market as influential leaders in the industry.
- To retain the services of a destination marketing representative in Hong Kong who must have and demonstrate strong digital advertising, social media, and mobile marketing to accomplish:

- Increased social media following by 30% among all of GVB Hong Kong's social media channels each fiscal year (October – September).
 - The development of an online community engagement strategy to improve Guam's destination reputation.
 - The development of Guam content strategies for digital multi medium for desktop, mobile and other IOT smart devices.
 - The implementation of a consistent monthly online video marketing plan covering micro-video, short video, featured video to live video that supports GVB's objectives and strategic marketing direction and seasonal campaigns.
- To establish Guam's brand position in the market and present Guam as the closest U.S.A. destination to Hong Kong with a clean and safe environment, warm tropical island resort weather year-round, tax-free luxury brand merchandise and U.S.A. well-known products, no hassle atmosphere, 4.5 hours away on direct flight, two-hour time difference, and most importantly, Guam has friendly and hospitable people.
 - To perform public relations, advertising, website and other tourism destination marketing activities that would generate additional demand for travel to Guam, as well as to generate additional publicity for Guam.

GVB Responsibilities

- GVB will provide to the Agency detailed market share information.

1.1 Scope of Work

GVB seeks to retain a professional tourism destination marketing agency ("Agency") that has extensive experience working in the travel industry who is not a vendor or has direct interest in tour wholesale, travel agency or the airlines. This agency will operate as GVB's representative and liaison office in the marketplace for the purpose of assisting GVB in promoting Guam tourism and achieving visitor arrival goals. The renewal of the Agency's contract after the first fiscal year will be based on the Agency's receipt of a satisfactory performance evaluation from GVB, the availability of funds, and a determination of need. The budget amount may vary year to year and is subject to change. The contractual obligation of both parties in each fiscal period succeeding the first is subject to appropriation and availability of funds.

The Agency will serve as GVB's tourism destination marketing representative in the market place to perform, upon authorization by GVB, any or all of the following services to the extent necessary to meet GVB's needs (not all-inclusive). The Agency will in no way outsource a third-party vendor to fulfill representation services for GVB nor act as representative on behalf of the Agency.

The Agency possesses a minimum of five (5) years of experience in managing accounts in the travel trade industry as an established marketing representative and with the ability to demonstrate its client list and similar work.

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

1. The Agency shall act as the GVB tourism destination marketing representative and shall perform general duties as required including, but not limited to, representation in where

Guam is being promoted to outbound travelers who fit the demographics Guam is seeking to attract in Hong Kong.

2. The Agency shall provide office space for its performance of its obligations while acting as GVB's tourism destination marketing representative and fulfilling the general duties of marketing, travel trade and governmental relations, tourism sales, PR, advertising, social media programs/platforms and website updating, maintenance and reporting. Said office will initially be in the same building as the Agency's office and equipped with all necessary modern communication equipment such as telephone, mobile phone, copier machine, fax and computers for email, online marketing and the like, to be furnished by the Agency. The said office must be located in Hong Kong. Adequate signage must be visible at the GVB overseas office entrance to identify the location of the marketing representation services for the Guam Visitors Bureau. Bureau signage specifications shall be minimum 29cm/H x 49.5cm/W.
3. The Agency shall dedicate at least one telephone line for use as GVB's telephone number. In answering phone calls on this line, the greeting shall be "*Hafa Adai, Guam Visitors Bureau*" or "*Guam Visitors Bureau,*" or similar appropriate saying in the local language that will identify the GVB office clearly.
4. The Agency shall appoint the following staff to support the GVB account:
 - GVB Market Account Director**
 - Sales & PR Manager**
 - Junior Sales Support Staff**
 - Social and Digital Media Marketing Specialist**
 - GVB M.I.C.E. Planner**
5. Regional marketing representation may be provided to all or part of Micronesia, but major emphasis/focus shall always be on Guam as the main destination.
6. Global marketing representation services shall be conducted under the name of the "Guam Visitors Bureau". Whenever applicable, in terms of promotional literature or signboards for promotional events/shows, "Guam USA" slogan or any other such slogan that may be developed for certain marketing projects as deemed necessary by the GVB Marketing Department from time to time, shall appear.
7. The Agency shall conduct a travel industry market survey biannually to determine the nature of travel services presently offered or desired for Guam. Based on the survey insights, the Agency shall define specific customer segmentation for targeting. In addition, the Agency shall conduct a Guam brand perception survey at the beginning and at the end of each fiscal year to compare perception differences and measure sales and marketing work.

8. The Agency shall initiate contact with tour wholesalers, airlines, hotels, travel agencies, and travel publications periodically and routinely to establish favorable working relationships, in consideration of possible future cooperative efforts for joint promotional programs in sales, PR, advertising and/or website activities and to develop strong and close relationships with both trade associations and U.S. government representatives in the market. These promotional programs will include, but will not be limited to, familiarization trips to Guam for journalists and/or specialized travel agents, destination Guam product update seminars/workshops, participation in trade and consumer travel shows, represent GVB as identified by GVB's Marketing Department at functions and meetings, interviews and all other representation activities related to Guam promotions.
9. The Agency shall be required to compile and input all contact data obtained from meetings, seminars/workshops, travel expos, etc. held, at least one week after each event, to GVB's Customer Relationship Management (CRM) system located within the GVB main website, visitguam.com, as the data is an asset to the Bureau. Failure to do so will result in penalties to include a 10% deduction from the monthly retainer fee and/or termination of contract if there is continuous delay and/or non-performance.
10. The Agency shall have the talent or resources to create and write a comprehensive tourism destination marketing plan, to include a media schedule, digital marketing plan and trade promotion strategy, on an annual basis. The plan shall be dynamic and flexible enough to allow for monthly or quarterly change.
11. The Agency shall have the talent or resources to develop and execute a comprehensive news media and public relations marketing plan, as part of the main tourism destination market plan. This will include identifying the appropriate social and digital media and mobile platforms in the marketplace, a posting schedule within social and digital media rules and regulations, as well as monitoring and evaluation modules for performance of social and digital media marketing efforts.
12. The Agency shall have the capabilities to perform analytical work to determine current travel trends in the marketplace that could be beneficial or detrimental to Guam.
13. The Agency shall have a monitoring plan to review GVB's programs and activities for effectiveness and must be able to change with or adapt to market conditions.
14. The Agency, as GVB's marketing representative, shall provide, as needed by GVB, logistical support, relevant cultural and creative advice, design, development and/or efficient management of incentive travel programs or promotions, special tour groups, sports tours, and special interest programs to market Guam as a world-class travel destination to attract travelers in the marketplace.
15. The Agency would also provide assistance to other Government of Guam agencies, i.e., Guam Economic Development Authority, as advised by GVB head office.
16. The Agency, as GVB's marketing representative, shall develop attainable and measurable

goals to support GVB's marketing objectives, which shall serve as the benchmark criteria GVB will use to evaluate effective performance of the duties, as assigned or required by GVB, for each 12-month period the contract is in effect.

JOB DESCRIPTIONS, but not limited to the following:

GVB Market Account Director: Tasked to take the lead on a variety of Guam's tourism destination direction as a seasoned and proven destination market director possessing a minimum of five (5) years' experience. Responsibilities include strategic thinking, strategic planning, formulating, and carrying out goals and objectives. The director will pitch ideas, develop and lead creative campaigns, nurture and maintain excellent relationships in the travel trade that includes travel agencies, airlines, travel media, etc., as well as develop and maintain tourism government relations. The director will be skilled in communications and smart tourism marketing and possess a working knowledge of the tourism industry and who demonstrates strong knowledge, experience and proven track record of digital led top level marketing and advertising strategy. The director shall work actively with GVB's Headquarters management and marketing staff in Guam, and such work shall include but not be limited to handling all communications with and directives from the GVB Marketing Department. The director appointed to represent GVB must be personally present and act as the main coordinator at any function being implemented by the Agency on behalf of GVB. At no time is the Agency allowed to outsource a third-party vendor to fulfill representation services nor allowed to assign, hire or appoint an inexperienced travel destination promoter to represent GVB in presentations, seminars, trade/consumer travel shows and other related promotional activities without the expressed written approval from the GVB Marketing Department. Experience is defined as having 3-5 years actual demonstrated work performed in the disciplines and/or talents being sought.

GVB Market Account Director responsibilities, but not limited to the following:

- Manages GVB's account and apply smart tourism practices throughout ongoing efforts on sales and marketing, promotions and public relations to achieve annually set visitor arrival numbers and smart goals.
- Develops overall vision and formulates innovative and strong sound strategies in line with achieving annually set visitor arrival numbers and smart goals.
- Drafts, implements and manages the annual marketing plan and oversees the development and delivery of marketing strategies.
- Manages and oversees annual budget planning and budget controls.
- Delivers best practices and sound recommendations backed by market intelligence and marketing trends.
- Builds and maintains productive relationships with the travel trade industry and the tourism government to entrust Guam's presence and investment in the marketplace and to garner support for GVB marketing initiatives.
- Monitors key performance indicator tracking's and lead distribution systems to evaluate the effectiveness of promotional efforts, including relevant data.

- Communicates with and develops programs for GVB on market specific issues, topics and new trends relating to the tourism industry.
- Keeps abreast of new developments and changes in the travel trade marketing industry.
- Contributes to the overall success through the development of new opportunities and programs that would achieve market goals.
- Represents GVB at industry events, consumer and travel trade and community events as needed.
- Exhibits excellent communication skills with the ability to express clearly and convincingly in meetings and presentations.
- Performs public relations work at a senior level in the travel arena.
- Maintains an excellent network of media contacts within travel and lifestyle.
- Applies traditional, digital and social media and smart tourism marketing practices.
- Manages and oversees social media and PR initiatives and strategies.
- Oversees social media campaigns that include but are not limited to research, campaign and content creation, execution, monitoring and reporting.
- Contributes to the creation of social media public relations opportunities.
- Manages social media team member's responsibilities and provides advise on projects.
- Identifies and develops opportunities and PR connections for GVB to be used as a resource for public relations (print, online, etc.).
- Refine and define in-market social marketing process.
- Stays current in digital advertising and technology and incorporate them into GVB's overall development strategy.
- Works closely with GVB's Director of Global Marketing, Marketing Manager, and Global Social Media Strategist to align the Bureau's marketing overall strategic goals, global campaign objectives, and emerging technology adaptations.
- Serves as key communication liaison with GVB head office.
- Attends all strategic planning meetings and discussions with GVB head office.
- Ensures that all GVB reporting requirements are met (i.e., weekly, monthly and annual reports, social media and digital PR reports).
- Oversees all sub-contracting works and make sure vendors fulfill their contractual obligations.
- Ensures and demonstrates that all 3rd party invoices have been paid prior to submitting monthly invoice to Headquarters for reimbursement. Third party vendors must be paid within thirty (30) days of rendering products/services.
- Serves in GVB crisis management issues as deemed necessary by GVB head office.

Sales teams (one (1) sales manager and one (1) junior sales support staff): Tasked to promote tourism and devising tourism development initiatives and campaigns with the aim of generating annually set visitor arrival numbers and meeting smart goals. These roles require marketing, public relations and management skills and involve a lot of planning and preparation.

- Possesses a minimum of three (3) years of active sales and at least five (5) years in PR management experience.
- Supports the achievement of annually set visitor arrival numbers and smart goals.
- Supports market strategic development and implementation.
- Supports development and implementation of social media and PR initiatives utilizing smart tourism practices.
- Recommends, coordinates and facilitates sales calls and trade events to maximize GVB outreach and promotions.
- Recommends, coordinates and facilitates roadshows, travel shows/expos, sales missions, B2B meetings, workshops and the like, to maximize GVB outreach and promotions.
- Participates in workshops, roadshows and travel fairs on behalf of GVB.
- Supports marketing campaign coordination and opportunities.
- Supports the development of promotional materials and coordination of collateral production.
- Supports the compilation and distribution of newsletters, press releases and updates for website.
- Coordinates the translation of GVB collaterals, promotional materials, mailings, invitations, newsletters, press releases or website content.
- Airline liaison & coordination.
- Develop and maintain industry trade relations.
- PR & media relationships development and retention.
- Propose, organize, and coordinate social media programs and promotions.
- Propose, organize, and coordinate familiarization/educational tours.
- Campaign development and implementation.
- Manage all vendors or sub-agencies hired related to trade, media, and marketing activities.
- Prepare a variety of status reports, post reports, follow-ups, and adherence to goals.
- Communicate new destination product and service opportunities, special developments, and other information relevant to the sales and promotions of the Guam destination.
- Manage all vendors or sub-agencies hired related to trade, media, and marketing

activities.

Social and Digital Media Marketing Specialist: Tasked to work alongside the team to develop a strategic and multi-platform online and mobile communications and advertising strategy for the marketplace. This specialist will be responsible for the implementation of GVB's global digital strategies, carry out digital and social media related marketing programs, implement local advertising execution of GVB's global campaigns, maintain in-country website and social media platform accounts, monitor online conversations, and consumer insights on social media. The specialist must possess a comprehensive understanding of social media content marketing, digital advertising analytics, digital artwork and online video related production and marketing. The specialist shall also demonstrate proven travel industry digital marketing experiences; including but not limited to executing innovative tourism campaigns, travel vertical online media planning and placement, destination website online content management, digital copywriting for travel inspiration and key performance indicator reporting for a destination marketing organization.

- Possesses a minimum of three (3) years of social and digital media management experience within the last five (5) years.
- Manage the development of online assets.
- Design and execute digital marketing campaigns aligned with annually set visitor arrival numbers and smart goals.
- Plan, develop and execute digital programs and campaigns including online advertising, website strategy and design, social media, mobile and deliverables.
- Interface with marketing communications functions as well as PR events.
- Contribute to ongoing efforts in social networking landing pages and mobile.
- Contribute to the day-to-day management of digital production as well as campaign budgets and schedules.
- Maintain site analytics, metrics and campaign reporting.
- Assist in the development and coordinating of multimedia packages.
- Manage design projects and external suppliers.
- Provide creative design and support.
- Create and manage video projects with external suppliers.
- Create social media content and manage communities across GVB's various social media channels.
- Manage end-to-end digital projects.
- Establish GVB web presence to boost the Guam brand awareness.
- Maintain a strong online voice through social media.
- Liaise with marketing and sales team to ensure brand consistency.

- Provide guidance and support to marketing and PR teams on how to leverage social media to reach and motivate GVB target audiences through paid and earned media programs.
- Build productive relationships with social influencers, content creators and the local tourism industry to drive advocacy for Guam as a tourist destination.
- Track and evaluate social media performance and trends to optimize GVB approach and strategies.
- Maintain GVB's in-country language Website.
- Act as the main content manager for GVB's in-country language website and social media channels.
- Assist in the implementation of digital marketing promotions/ campaigns/ advertising.
- Prepare digital and social media reports to GVB headquarters on a weekly, monthly, and quarterly basis.

MICE Planner: Tasked to work alongside the team to develop and implement MICE market initiatives. Main objective is to research, identify opportunities and generate interest in the marketplace to consider Guam as an ideal destination for business and group travel.

- Possesses a minimum of three (3) years of MICE sales and planning experience within the last five (5) years.
- Develop a MICE business plan to promote Guam as an ideal destination for MICE groups, targeting potential corporate employees, and organizations.
- Develop a sales product presentation and pitch proposals to potential MICE groups.
- Generate sales development implementation plans.
- Develop MICE collaterals.
- Establish and maintain a database of MICE planners relevant in the marketplace.
- Communicate updated MICE products to potential MICE groups and planners.

Agency's Responsibilities and Duties include but are not limited to the following:

A. STRATEGIC PLANNING / RESEARCH

- (1) Promote Guam and the Guam brand as a convenient, safe and upscale tourist destination to trade media and travel industry.
- (2) Support the planning and execution of sales, marketing, PR, advertising, online social and digital media and website plans for GVB.
- (3) Support GVB's PR, advertising, sales, marketing, online social and digital media and website strategy, where applicable, in all agreed upon and potential target markets.

- (4) Support GVB's marketing strategy by focusing on affluent experienced travelers, expatriates, corporate/business for group leisure and MICE (Meetings, Incentives, Conventions, and Exhibitions), weddings/honeymoon, divers, golfers, educational, and other key niche markets.
- (5) Generate airline incentive programs and strategic direction for the development, increase in airlift capacity and retention of air services for both regular schedules and charters.
- (6) Monitor activities of Guam's competition and provide advice to GVB Head Office Marketing Department on strategies to counter competitive initiatives with positive PR, sales and/or advertising.
- (7) Analyze market trends and identify potential opportunities.
- (8) Make timely payments to all persons or firms supplying goods and/or services as part of GVB's sales, marketing, PR, advertising and website activities.
- (9) Advise and bill GVB in a timely manner all applicable sales, marketing, PR, advertising and website remittances made by the Agency for GVB's account and maintain complete and accurate books and records in this regard.
- (10) Prepare an annual fiscal year (FY) sales, marketing, PR, advertising and website plan and budget.
- (11) Stay updated on changes, upgrades, and new developments on Guam and communicates this information to the necessary audiences in the market.
- (12) Prepare and submit to GVB Head Office a Fiscal Year End Report and Executive Summary that encapsulates all activities performed in the entire year of contract term. The Year End Report shall be in the format and specifications of a report template provided by GVB and due no later than October 15th of each year. Failure to do so will result in penalties to include a 10% deduction from the monthly retainer fee and/or termination of contract if there is continuous delay and/or non-performance.

B. DESTINATION BRANDING

- (1) Consult in the production of sales, PR, and advertising tools in coordination with GVB's marketing strategy in the marketplace as authorized by GVB Head Office. All advertising creative, social, and digital media assets and trade promotion materials need to be developed according to GVB's Guam brand guideline, which will be provided to the Agency.
- (2) Where and when necessary, work with GVB Head Office to identify, strategize and establish a foothold and reach using the GVB website as a powerful marketing communication tool.

The Agency's responsibility to maintain the GVB website is as following:

- Must assign dedicated personnel to manage GVB in-country language website
 - Must be adept in the application and use of GVB's web content management system (CRM)
 - Must regularly maintain and update GVB's in-country website contents based on the latest information, news, program developments and campaigns in the marketplace and in Guam and maintain an accurate database of contacts in the CRM system
 - Must provide one new content post on the GVB social and digital media platform accounts and website per week
 - Must regularly maintain and update the GVB membership directory on the website to make sure the most appropriate customer service personnel are listed in the marketplace
 - Must perform weekly and monthly web analytics to identify methods to increase website traffic and optimize for website conversions and to record action in reports to GVB
- (3) Develop Point-of-Sale (POS) collaterals such as posters, manuals, Guam general information brochures, maps, power point destination presentation, reports, flyers and pamphlets, displays, and other marketing tools and print materials in support of sales, marketing, PR, advertising and website activities.
- (4) Work to ensure all activities by the Agency are in line with GVB's marketing strategy with the use of the Guam brand and GVB website.
- (5) Maintain a library of reference information about Guam.
- (6) Utilize to a maximum the GVB in-country language website and ad creative to build and grow recognition and a positive understanding of Guam.
- (7) Maintain a library of Guam photo images, videos, and collateral sales and marketing materials as well as props for well-branded promotional use amongst the travel trade and media sectors.

C. PR / MEDIA / SOCIAL AND DIGITAL MEDIA

- (1) Fully embrace the multi-media consumer touch-point approach to design an integrated media promotion strategy incorporating mobile, real time video, social and digital media, traditional media and offline event channels.
- (2) Analyze the effect of sales, PR, advertising, online social and digital media and website programs and activities implemented and work to improve them. Regularly provide post campaign and post media familiarization tour evaluations to analyze the promotion programs return of investment and recommendations for improvements.
- (3) Work collaboratively and cooperatively with GVB Head Office on select programs, events,

and activities in support of GVB's strategy and its smart goals in the marketplace.

- (4) Prepare media kits to use as sales tools to share with tour agents, airlines, etc. while prospecting for potential visitors to Guam.
- (5) Where applicable, work collaboratively with GVB Head Office Marketing Department on the planning and execution of Special Promotions, Fam Tours, Travel Trade and Consumer Travel Shows, Seminars, events and any other activities as requested and/or agreed upon with the GVB Head Office.
- (6) Promote Guam as a tourist destination by distributing promotional materials supplied by GVB which contains tourist related information such as inbound operators, hotels, restaurants, option tours, shopping and government regulations to the general public and representatives of the travel industry.
- (7) Develop and implement proactive sales, PR, advertising, online social and digital media, website and marketing programs and activities.
- (8) Conduct crisis communication consulting.
- (9) Work cooperatively with GVB Head Office to counter negative publicity, which may arise.
- (10) Maintain regular contacts with travel writers, editors, publishers, and other related media.
- (11) Develop and create a positive image of Guam via PR and selected means of communication.
- (12) Stimulate the desire for affluent leisure, business, and EXPAT travel to Guam.
- (13) Develop awareness of Guam's attractions and facilities for leisure travel, meetings and incentive travel.
- (14) Seek opportunities for special feature supplements, television documentaries, and location filming for exposure of Guam through print and electronic media.
- (15) Plan press interviews and conferences to generate favorable publicity for Guam.
- (16) Produce and distribute a minimum of three (3) press releases a month about Guam and activities related to Guam with prior review and approval by the GVB Head Office Marketing Department.
- (17) Execute weekly or monthly social media posts, including post sharing about travel destination Guam promoting upcoming events, campaigns, and tourism destination offerings using GVB's official accounts and/or profiles.
- (18) Work closely with GVB's Social Media Strategist to take action on monthly Social and Digital Media Monitoring reports, both positive and negative and to align the Bureau's

marketing overall strategic goals, global campaign objectives, and emerging technology adaptations.

- (19) Provide a comprehensive media value calculation method to determine how the agency plans to measure success of media campaigns for Guam.
- (20) Actively evaluate travel related mobile applications and develop potential mobile marketing tie-in campaigns.
- (21) Expand relationships with social media influencers, especially on emerging mobile social networks for potential Guam promotion activities and campaigns.
- (22) Develop online video strategies for promoting Guam with short form storytelling techniques that are relevant to the interests of the mobile centric video content consumers.

D. SALES / TRADE

- (1) Conduct sales calls, meetings and presentations to key individuals, organizations and companies in line with GVB's overall sales, PR, advertising, online social media and website strategy.
- (2) Conduct regular monthly or more frequent sales calls to tour operators, travel agents, and airlines already packaging Guam as well as to those who may be interested in adding Guam to their tour programs.
- (3) Must organize and input travel trade, media, etc. contact information into GVB's Customer Relationship Management (CRM) system and be responsible to keep contacts and listing updated.
- (4) Develop a MICE business plan to promote Guam as an ideal destination for MICE groups.
- (5) Where applicable, work with tour agent offices, organizations, corporations, airlines, and regional offices of said entities in and others to ensure good understanding and recognition of Guam.
- (6) Must develop a quarterly sales plan that will encompass formal monthly travel agents' seminars. Representative will invite travel agents, media, and other special interest groups to attend. These meetings should be regularly scheduled for product education and updates.
- (7) Must create Quarterly Sales Call calendar to visit travel agents' offices to deliver the latest Guam product development, campaign information, and collateral sales materials.
- (8) Work with the US Embassy/Consulates, US Commercial Services, the American Chamber of Commerce (AMCHAM), Pacific Asia Travel Association (PATA), Visit U.S.A. Committee, and other such organizations, especially those of the EXPATS living in the marketplace to develop and push Guam packages.

E. ACCOUNT MANAGEMENT

- (1) Respond to all consumer or trade inquiries, oral or written, within four (4) business days of receiving the inquiry. Translated copies of the Agency responses are to be forwarded to GVB Head Office Marketing Department and made a part of the Monthly Activity Report.
- (2) Prepare and submit to GVB Head Office Marketing Department a Weekly Status Report (WSR) along with complete information on the contact report form, in addition to the Monthly Activity Report (MAR) outlining measures taken by the Agency in promoting Guam as a tourist destination. Each MAR shall be based on the activities performed from the beginning to the end of each calendar month during the term of the contract. Each report must also include all invoices detailing relevant monthly expenses incurred by the Agency along with photocopies of original receipts translated in English in fulfilling its obligations under the contract. The MAR shall be in the format and specifications of a report template provided by GVB Marketing Department and due on the 15th of each following month.
- (3) Prepare and submit to GVB detailed Trip Reports outlining measures taken by the Agency in promoting Guam as a tourist destination during the approved travel. Each report will be based on the activities performed for each trip conducted on behalf of GVB during the term of the contract. Trip reports are to be submitted within ten (10) working days following the conclusion of approved travel.
- (4) Inform GVB of any fact or occurrence that affects GVB's interests, and disclose to GVB any personal, business, or financial interest (including but not limited to any ownership interest in, representation of, or employment by any person or firm providing any product or service that competes with any product or service provided by GVB) that may impair or otherwise affect the Agency's ability to represent GVB's interests to the maximum extent contemplated by its contract, or that may actually or potentially result in the disclosure by the Agency of any confidential information with respect to GVB or the representation of GVB by the Agency.
- (5) Not enter into contracts on GVB's behalf with artists or other independent contractors who employ the Agency as their agent, with entities owned or controlled by the Agency or entities in which the Agency has an interest, without prior disclosure to and specific written approval by GVB.
- (6) Not perform work itself that it is obligated under the contract out to other parties without prior disclosure to and specific written approval by GVB.
- (7) Cooperate with GVB in providing its services required under the contract.
- (8) Protect and preserve any confidential information and trade secrets generated for and by GVB and disclosed by GVB to the Agency throughout the course of its contractual relationship term plus an additional two (2) years after the contract expires.
- (9) Provide translated copies of pertinent news and industry information of interest to the GVB

and Guam.

- (10) Maintain constant and frequent communication with the GVB Head Office.
- (11) Perform work and other assignments as provided by the GVB Head Office Marketing Department.
- (12) Responsible for cost of training/Guam orientation of new staff should staff who is handling any part of the Bureau's account leaves the company in less than two (2) years of appointment to the Bureau's account.

Invoices for Projects. Contractor shall submit invoices itemized in US Currency following completion of Projects approved by GVB. The Parties agree that invoice amounts for this Contract shall be set on a currency exchange rate approved by GVB. The approved US dollar/foreign currency exchange rate is determined based on the previous three-month average TTS rate (i.e. USD to Foreign Currency). Invoicing must be received 60 days upon completion of the project.

Compensation will be for services rendered and based on negotiated rates. A set budget will be allocated for GVB's public relations and marketing representation services on a monthly basis. The budget amount may vary and is subject to change. The contractual obligation of both parties in each fiscal period succeeding the first is subject to a satisfactory performance review, the appropriation and availability of funds therefore.

GVB has a budget allocation for the implementation and execution of various activities such as advertising, public relations programs and special promotions or events as specified in the "Scope of Services". Such activities will be budgeted after due discussions and recommendations from the Agency.

1.2 RFP Process

It is in the best interest of the Offeror to register online at www.guamvisitorsbureau.com.news.rfps 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 & CEO, acting in the capacity of the Chief Procurement Officer, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913. From the date of issuance of this RFP until the award of any contract, Prospective Offerors are not permitted to contact GVB, GVB's Board of Directors, GVB employees, and/or the Selection Committee related to this solicitation, except as provided for in these instructions. Offerors who violate this requirement will be disqualified.

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

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 & 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, July 31, 2018 (Tuesday)** 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 & 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. 2018-001
TOURISM DESTINATION MARKETING REPRESENTATION SERVICES IN HONG KONG
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 and that the COVER of the package clearly identifies your company name and solicitation number and title. 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 ensure that they can comply with the 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 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 will commence upon the execution of the Agreement through September 30, 2018, the end of FY2018, with three one-year options to renew. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore.

Upon expiration of the final contract term, the President & 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 & 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 & CEO. The President & 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. Executive Summary and Commitment.....(25 points)

1. The Offeror shall submit an Executive Summary with a description of your firm’s qualification and a statement regarding your firm’s commitment, and availability-to perform the details in this RFP in the required timeframe.

B. Staff Qualifications and Past Performance.....(30 points)

1. The Offeror shall provide resumes or a summary of qualifications, work experience, education, skills, etc., which emphasize previous experience in this area.
2. The Offeror shall provide the name and resume of the person or persons who will perform services pursuant to this RFP, and resumes of the principals, key staff, and any other employees who will be directly involved in performing the work excluding third party vendors.
3. The Offeror must have available to it (as needed) individuals employed by the Offeror with the capabilities and background experience required.
4. Abilities of key personnel team assigned to perform required services.
5. The Offeror shall provide an organizational chart and describe key personnel’s proposed roles and responsibilities on this project.

6. Submittals must identify the proposed director responsible for the day-to-day management of project tasks and primary point of contact.
7. Describe your organizational structure by describing your firm’s structure, including whether it is a Corporation, LLC, Partnership, or other organization.
8. Include length of time in business, number of employees, full and part-time, and other information that would help characterize the firm.
9. Provide a list of satellite offices and affiliates that GVB will have access to under this RFP, if needed.
10. You may include brochures, videos, or other materials that may be helpful in evaluating your firm.
11. The Offeror shall include detailed information about any proposed subcontractors it would engage to comply with project requirements.

C. Plan of Action (40 points)

The Offeror shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to GVB what the Offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. The Plan of Action must include the following:

1. Demonstrate how your firm qualifies under the requirements of this RFP [as indicated in Section 1.1 Scope of Work].
2. Provide the firm’s strategic direction to promote Guam that includes:
 - Sales and Marketing Plan that includes the strategic vision to address the challenges faced in today’s tourism environment. The plan shall include the firm’s working relationship with travel trade (i.e. Airlines, Travel Agents, etc.) and how it intends to maximize relationships to achieve the strategic vision(s).
 - Public Relations Plan to promote Guam’s attractions and to support the Bureau’s signature events and/or campaigns, as well as tour package product development and offerings.
 - Digital Media Plan (Social Media, Online Advertising, Website Strategy, etc.) focusing on marketing and advertising strategies and ability to design an integrated media promotion strategy for GVB in the marketplace incorporating mobile, real time video, social media, traditional media and offline event channels.

- Describe the criteria used to recommend and evaluate marketing ideas and results.

D. References & Primary Point of Contact..... (5 Points)

1. The Offeror shall provide a minimum of four (4) references that are using services of the type proposed in this RFP. The references may include local government or universities where the Offeror, preferably within the last four (4) years, has successfully completed work similar to that included in this RFP.
2. At a minimum, the Offeror shall provide the company name, location where services were provided, contact person(s), customer’s telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify Offeror’s ability to perform the contract.
3. The Offeror shall provide the name of the key contact and street address of the office that would manage GVB Tourism Destination Marketing Representation Services. Include a mailing address, telephone number, e-mail address and website address of the firm.
4. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name.

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

GVB reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

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 (RFP).

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 Negotiations

- 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 Monthly Activity Reports

As a vehicle for monitoring and measuring the services procured by this solicitation, the Agency shall record its representation performance on required report formats prescribed by GVB on a scheduled basis as detailed in the Scope of Services in this RFP. Failure to submit such reports may result in the delay or forfeiture of payment due to the Agency.

3.19 Invoicing, 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.

3.20 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.

3.21 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.

3.22 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. Each affidavit shall be prepared and notarized at the time of signing, and any such affidavits made and/or notarized prior to the issuance of, or after the due date of this RFP shall be deemed unacceptable resulting in the proposal to be deemed non-responsive to this RFP.

3.23 Local and Veteran Procurement 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.

3.24 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.

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

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

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

3.26 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.

3.27 Representation Regarding Gratuities and Kickbacks

The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

3.28 Prohibition in re Contingent Fees

The Offeror represents that it has not retained 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.

3.29 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.

3.30 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.

3.31 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 1, attached.

3.32 Notice of Award

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

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**APPENDIX A
GVB RFP 2018-001**

**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
- 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 PROPERLY (NOTARIZED WHERE REQUIRED) AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.



AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss
COUNTRY _____)

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>
_____	_____	_____
_____	_____	_____
	TOTAL NUMBER OF SHARES	_____

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 _____, 2018.

Notary Public
My Commission Expires _____

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



AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss
COUNTRY _____)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 312(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

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 _____, 2018.

Notary Public



AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss
COUNTRY _____)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror/company] _____.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's representative, agents, subcontractors, and employees.

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 _____, 2018.

Notary Public
My Commission Expires _____

(AG Procurement Form 004 (Rev. Jul. 12, 2010))



AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss
COUNTRY _____)

_____[state name of affiant signing below], being first duly sworn,
deposes and says that:

The affiant is _____ [state one of the
following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing
identified bid or proposal. To the best of affiant’s knowledge, neither affiant nor any
officers, representatives, agents, subcontractors or employees or offeror have knowingly
influenced any government of Guam employee to breach any of the ethical standards set
forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor
any officer, representative, agents, subcontractor, or employee of offeror will knowingly
influence any government of Guam employee to breach any ethical standards set forth in
5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4
§ 11103(b).

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 _____, 2018.

Notary Public
My Commission expires _____

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

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))



AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss
COUNTRY _____)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

_____.

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam 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. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual.
Partner, if the offeror is a partnership.
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My Commission expires _____

(AG Procurement Form 007 (Rev. Jul. 15, 2010))





AFFIDAVIT

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

CITY OF _____)
) ss
COUNTRY _____)

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

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

of _____ .
(NAME OF OFFEROR AND MAILING ADDRESS)

TEL: _____
(TELEPHONE NUMBER)

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

The offeror understands that:

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

Further, the offeror represents:

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

Signature

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public
My commission expires on _____



FORM 1

CONTACT FOR CONTRACT NEGOTIATION

RFP NUMBER: GVB RFP NO. 2018-001

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	