



REQUEST FOR PROPOSAL

**TOURISM DESTINATION MARKETING
REPRESENTATION SERVICES
IN JAPAN**

GVB RFP NO. 2018-008

GUAM VISITORS BUREAU REQUEST FOR PROPOSAL	
RFP Number: GVB RFP NO. 2018-008	RFP Title: Tourism Destination Marketing Representation Services in Japan
RFP Due Date and Time: November 19, 2018 – 5:00 p.m. ChST	Number of Pages: 68; inclusive of the required affidavits/acknowledgements. Also downloadable online at www.guamvisitorsbureau.com.news.rfps
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: October 8, 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 Japan RFP Number: GVB RFP 2018-008 RFP Due Date: November 19, 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 JAPAN GVB RFP 2018-008

<u>DATE</u>	<u>EVENT</u>
October 8, 2018 (MON)	RFP Issue Date/Public Announcement RFP packets available at GVB website or GVB office at 401 Pale San Vitores, Road, Tumon.
October 15, 2018 (MON)	5:00 p.m. Deadline to submit written questions
November 19, 2018 (MON)	5:00 p.m. RFP response/submission deadline

TOURISM DESTINATION MARKETING REPRESENTATION SERVICES IN JAPAN

The Guam Visitors Bureau (GVB), a public, non-stock, non-profit membership corporation, issues this Request for Proposal ("RFP") soliciting proposals from established marketing companies to act as GVB's **TOURISM DESTINATION MARKETING REPRESENTATION SERVICES IN JAPAN** to assist GVB in promoting Guam tourism and achieving visitor arrival goals, and to act as GVB's liaison office in Japan 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 Monday, November 19, 2018.

/s/ JON NATHAN DENIGHT
President and CEO

SECTION I 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 destination marketing management companies to be GVB’s **TOURISM DESTINATION MARKETING REPRESENTATION SERVICES IN JAPAN** 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 three one-year options to renew, total of three (4) years (FY2019, FY2020, FY2021 and FY2022) beginning January 1, 2019 and is subject to fiscal year-end performance reviews, availability and certification of funds from fiscal year to fiscal year.

Advertising placement is not the primary focus of the services sought but it is one aspect of the destination marketing management services being solicited. Other services include but are not limited to:

- Develop and deploy a sales and marketing plan that will increase Guam visitor arrivals and expenditures.
- Integrate activities with the travel trade (retail and wholesale) and consumers through multi-faceted, traditional and non-traditional means.
- Develop and facilitate partnerships or other relationships with Guam visitor industry.
- Promote Guam as a Group and Meeting, Incentive, Convention and Exhibition (“MICE”) destination.

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, China, Hong Kong, Taiwan, North America, Russia, and Philippines.

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 Japan market remains very competitive, as Japan 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 Japan market eccentric.

GVB Objective

- To achieve annually set visitor arrival numbers and 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 Japan 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 Japan market to build and sustain industry relations with key stakeholders, including Chamber of Commerce, U.S. and Japan 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 Japan market.

- To develop, increase and retain airlift capacity for sustainable air assets for both direct regularly scheduled and charter services in Japan.
- 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 Japan who must have and demonstrate strong digital advertising, social media, and mobile marketing to accomplish:
- To establish Guam's brand position in the market and present Guam as the closest U.S.A. destination to Japan 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, 3 hours away on direct flight, one-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.

1.1 Scope of Work

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 Services required under this RFP include but are not limited to services contained in Appendix A.

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 their proposal into sections that follow the format of this RFP as prescribed in APPENDIX A, 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, November 19, 2018 (Monday)** 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 JAPAN
CONFIDENTIAL DOCUMENT ENCLOSED

Note: Please ensure that if a third-party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that it is properly instructed to deliver your proposal only to GVB at the address noted above 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 in the evaluators score sheet found in Appendix B and based on a maximum possible value of 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.

**APPENDIX A
GVB RFP 2018-008**

PROPOSAL OUTLINE & CONTENTS

Proposal Outline

Table of Contents

Introductory Letter

Sales and Marketing Plan

Account Administration & Overhead

Budget/Expenditure Plan

Background and Demonstrated Past Performance

APPENDIX A-1: About Guam Visitors Bureau

APPENDIX A-2: GVB Annual Report and Guam Tourism 2020 Plan

APPENDIX A-3: Sales and Marketing Plan (SMP) – Leisure

Attachment 1: Guam Brand Resource (BRG) & Guam Signature Events

Attachment 2: Target Lifestyle Segments

Attachment 3: SMP – Leisure Schedules

APPENDIX A-4: Sales and Marketing Plan – Group/MICE

APPENDIX A-5: Leisure and Group/MICE KPI Worksheet

APPENDIX A-6: Annual and Monthly Expenditure Plan Worksheet

APPENDIX A-7: Competitors List

Evaluators Scoresheet

PROPOSAL OUTLINE & CONTENTS

The Proposal should utilize a numerical outline, with titles/subtitles, which are consistent with the following outline:

- I. Table of Contents
- II. Introductory Letter
- III. Sales and Marketing Plan
- IV. Account Administration and Overhead
- V. Budget/Expenditure Plan
- VI. Background and Demonstrated Past Performance

I. Table of Contents

The Contents of the Proposal should be in the order specified and reflected to the use of tabs/dividers.

II. Introductory Letter

The Introductory Letter must be on the official letterhead of the company that will provide the work and must be signed by an individual authorized to legally bind the Offeror along with the corporate seal if any. If the signer is not the president or equivalent principal officer if not a corporation, evidence shall be submitted showing the individual's authority to bind the Offeror.

The letter must include complete geographic, telephonic, and electronic contact information for a) the business headquarters, b) authorized signer, c) RFP contact person, d) primary person who will be responsible for performing the scope of the work described in the Proposal.

III. Sales and Marketing Plan

Offeror must present a comprehensive marketing plan, hereinafter referred to as a Sales and Marketing Plan (SMP). This plan will lay out all the campaigns and activities that the contactor will accomplish during the contract period to leisure travelers as described in APPENDIX 3 as well as to Group/MICE travelers as described in APPENDIX 4. A successful SMP should do the following:

- Drive visitation and increase travelers and visitor expenditures for Guam.
- Achieve and exceed KPIs such as: Sales Measures, Total Expenditures, Per Person Per Day Spending, Number of arrivals, Average Visitor Length of Stay, Air Seat Capacity, Advertising Activities, Public Relations Activities, Website Performance, Social Media Metrics. Any interested Offeror must submit KPI worksheets for Leisure and Group/MICE, attached as APPENDIX 5.

- Target lifestyle market segments that have the greatest measurable return on investment.
- Continue to focus marketing on markets that have high-spending visitors and market segments that have higher trip expenditures.
- Collaborate with Guam's visitor industry to optimize results and leverage resources.
- Create campaigns that reinforce the unique attributes of Guam.
- Maintain the cultural integrity of the Chamorro language, customs and practices, music, dance, cultural and historic sites, and imagery in all marketing materials.
- Increase awareness, familiarization, and understanding of the diversity of Guam's people, place, and culture.
- Maintain and develop new air service to Guam.
- Stimulate and grow market share against competing destinations.
- Employ the use of technology (for example, mobile apps, gamification) to promote Guam, engage the consumer, and enhance the visitor experience.
- Assist with development of a Guam cruise line industry.
- Promote Guam as a Group and Meetings, Incentives, Conventions and Exhibition (MICE) destination.
- Focus marketing and enhance product development to build desire to visit during low and shoulder-seasons.
- Strengthen marketing that will increase attractions and activities— spending.
- Expand research efforts to analyze long-term travel trends to identify segments of high value and next generation of travelers.
- Develop brand awareness in the future generation of travelers.

In addition, the Offerors' proposal shall address the following:

- Ensure the integration of marketing messages across all marketing vehicles to include marketing and PR. Ensure and report that agreed messaging is resonating in target markets among target consumers and travel trade.
- Further develop online distribution channels. Digital Marketing, to include but not limited to, emphasis on social media, influencers, virtual and augmented reality, and user generated content.

- Establish and maintain relationships and partnerships with the travel trade for promotional and educational purposes.
- Maintain a balance between travel trade and consumer promotions to keep Guam at the forefront.
- Increase exposure of experiential offerings across Guam.
- Ensure proper and accurate representation of Chamorro culture, traditions, and arts through the training of staff and travel trade.
- Added focus on attracting repeat visitors from Japan.
- Ensure the proposal is metrics driven and tied to the strategic plan of the GVB.
- Offeror will be referred to in all marketing materials as Guam Visitors Bureau Japan (GVBJ).

IV. Account Administration & Overhead

- Provide a written monthly progress report on activities and accomplishments in assigned template.
- Progress Report is to be received by the 15th of the succeeding month in which the activities were performed. Sample progress report will be provided to the selected proposer upon request. Provide detailed back-up and appropriate receipts for all monthly expenses related to billable services and out-of-pocket purchases. This documentation shall be submitted monthly along with monthly invoice and report, and will be subject to audit at GVB's discretion.
- Provide annual top-line report that includes a competitive analysis indicating the state of the industry, GVB's position in the market, and issues that could adversely or positively affect the destination's strategic position.
- Store and maintain an adequate inventory of GVB's collateral and promotional items, the selection of which meet all requirements as established by GVB.
- Maintain a dedicated business phone/fax/e-mail address for trade and press inquiries about the Guam and be able to disseminate appropriate information expediently.
- Maintain an in-country office for information and assistance to travel trade clients, a dedicated phone/fax/email address for local inquiries, and temporary office facilities as needed for GVB headquarters staff.

Metrics & Reporting

- Provide annual marketing plan with budget projections and activities that support assigned KPIs provided by GVB.

- Provide quarterly market intelligence report that includes key trends, threats and opportunities, and/or competitive analysis indicating the state of the industry and the impact of overall GVB initiatives.
- Manage all daily activities through GVB's customer relationship management system. Draft year-end report that includes any and all success in product development, product placement, familiarization trips, sales missions, roadshows, tradeshow, trade outreach, media and public relations, and other activities.
- Provide monthly KPI report for trade activities, marketing campaigns, and press coverage.
- Provide a yearly report with product placement prospectus.

The Offeror must, at all times, adhere to and follow the instruction of the GVB. Offerors must submit project plans and schedules as outlined in the contract and upon request by the GVB. In addition to preapproval rights, the GVB reserves the right to obtain work-related information regarding sub-offerors at any time. Any proprietary and work product used or created in pursuit of this contract belong to the GVB and shall be turned over to the GVB upon the termination of the contract or relationship.

V. Budget/Expenditure Plan:

Offeror shall include an annual and monthly 2019 expenditure plan based on the amount of USD SIX MILLION (\$6,000,000.00 USD). The 2019 Annual and Monthly Expenditure Plan Worksheet is attached as APPENDIX 6. In addition, all deliverables should be itemized and quantified to simplify the creation of a pay schedule.

VI. Background and Demonstrated Past Performance:

An Offeror shall provide the GVB with relevant information clearly demonstrating the Offeror's financial position, related experience, examples of past performance, demonstrated knowledge of the Japan market served, and the intended joint venture partners, subOfferors and/or resource providers. To include but not be limited to:

- (1) Offeror's establishment, development, and accomplishments;
- (2) Locations of business headquarters and of all branch offices and/or divisions;
- (3) The number of years in business;
- (4) The number of years providing services relevant to the work described in this RFP and a narrative of the work performed;
- (5) A list of all professional and business affiliations;
- (6) The identification of all threatened or pending litigation and business disputes involving the Offeror;

- (7) A description of the Offeror's facilities, office space, and other physical assets available to the Offeror to perform the work described in this RFP;
- (8) Major SubOfferors. The Offeror shall provide a list of each intended major subOfferor expected to have a subcontract in excess of ten (10) percent of the Offeror's annual contract price, indicating for each subOfferor the following:
- i. Company name, address, phone, fax, and website;
 - ii. Contact person name, address, phone, email;
 - iii. Number of years this subcontract has been used by your company;
 - iv. Products and services offered;
 - v. Planned products and services usage; and
 - vi. Examples (minimum two (2)) of sub-offeror's applicable work.
 - vii. Include a copy of the Offeror's policies, procedures and/or plan to procure goods and services from sub-offerors. GVB will review these documents to evaluate the ability of the Offeror to exercise appropriate internal controls to ensure adequate competition and maintain public trust in the use of public funds.
- (9) An organization chart reflecting the position of each staff and line of responsibility/supervision, including position title, name, and full-time equivalency.
- (10) Qualifications of key staff to be assigned to the GVB account. Project Organization and Staffing
- i. Proposed Staffing. The Offeror shall describe the proposed staffing pattern, minimum qualifications (including experience), client/staff ratio and proposed capacity appropriate for the initial operations, full performance, and surge capability. Describe the proposed allocation of staff to key locations and key accounts and the planned geographic locations of staff. The Offeror shall provide information on the staffing levels to be assigned to the services for each month of the contract term by type of position.
 - ii. Identify Team. The Offeror shall identify and define the planned team members, including the Account Director and other key employees and members of the Offeror's team who will be solely dedicated to the performance of the scope of work on behalf of Guam and the GVB.

- iii. Supervision and Training. The Offeror shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.
- (11) Experience. The Offeror shall provide a complete disclosure of its relevant experience in tourism destination marketing described below.
- i. Describe the Offeror's experience within both the Japan market and Guam's tourism industry.
 - ii. Include a description of the Offeror's experience and past performance history on destination marketing services engagements, including the experience and past performance history of the Account Director, who will be exclusively assigned to perform the work described in the Proposal. The Offeror may provide information on problems encountered on the previous contract and subcontracts identified and corrective action taken. (Be specific in identifying a problem and describing its resolution.) The Offeror may submit evidence that verifies receipt of recognized quality awards or certifications, including a description of the award and documentation setting forth the rationale or criteria for the award. Offerors that do not have past performance on similar contracts shall so state and provide an explanation in the Proposal. Such Offerors shall submit references that can provide past performance information regarding predecessor companies, key personnel with relevant experience who will perform the services under this RFP, or sub-offerors that will perform major or critical aspects of the requirement when such information is relevant to the RFP solicitation.
 - iii. Provide at least three (3) examples of creative content prepared for clients by the Offeror. Examples must be reduced to print form.
 - iv. An Offeror shall also provide no less than three (3) and no more than five (5) case studies, representing at least three in the following five (5) areas:
 - (a) Demonstrating your familiarity with both the Japan market and Guam's tourism industry;
 - (b) Demonstrating your familiarity with Guam and its Chamorro culture and communities;
 - (c) Demonstrating experience in finding and using market research conducted within the Japan market;
 - (d) Demonstrating experience in integrated target annual tourism marketing projects deployed within the Japan market (include target market identification strategy, brand strategy, supporting online and offline activities); and,

- (e) Demonstrating the ability to adapt annual tourism marketing projects to changing market conditions.
 - v. Describe a minimum of three (3) past work experiences that reflect the tracking of key performance indicators to targeted results, including the measurement methodology used.
- (12) Client References. The Offeror shall provide three (3) customer reference listings and related contact information of customers who have used, or are currently using, Offeror's services in the area of tourism marketing. For each reference include the following information:
 - i. Client's name, address, phone number, email;
 - ii. Contracting Officer's name and title;
 - iii. Types of services provided;
 - iv. Total contract price (or subcontracted portion), and
 - v. Geographic coverage of services provided.
 - vi. The Offeror's current client list.
 - vii. A full disclosure of any partnership, investment, affiliation, contract, and/or collaboration the Offeror has entered into with any entity or company which will provide services to the GVB under the Offeror's Proposal and that also does work for a client in a competitor market as outlined in APPENDIX 7 (Competitors) and/or with members of the travel and tourism industry within the Territory of Guam.
 - viii. A list of all professional and business affiliations (i.e. memberships or board seats on different business or non-profit organizations). A description of the processes and procedures that will be used within the Offeror's company to prohibit the disclosure of competitive sensitive information acquired and/or provided through the performance of services on behalf of Guam and the GVB to any client or affiliate representing or associated with a competing market described in APPENDIX 7 (Competitors). This may take the form of an information barrier, such as a "clean room", "white room", or other forms of a firewall.
- (13) Financial. The following documents are required as part of the Technical Statement:
 - i. Financial Resources. Provide proof of the Offeror's ability to utilize its own financial resources to fund at least two (2) months of the Services described in its Sales and Marketing Plan and Budget, including reliable proof of financial capacity to obtain immediate access to those resources (e.g., financial statements; letter of credit; cash deposit).

ii. Accounting System. Describe how the Offeror's accounting system will:

- (a) Accurately estimate and timely record actual expenditures for this contract;
- (b) Accurately allocate and timely record all actual expenditures to the various budget categories defined in APPENDIX 6, Annual and Monthly Expenditure Plan Worksheet;
- (c) Accurately estimate and timely record actual expenditures of change orders and modifications; and
- (d) Make certain only expenses that are allowable and allocable are charged against any reimbursable expense, change order, or modification of the contract issued under this RFP.

APPENDIX A-1: About Guam Visitors Bureau

Mission

The mission of the Guam Visitors Bureau is to efficiently and effectively promote and develop Guam as a safe and satisfying destination for visitors and to derive maximum benefits for the people of Guam.

History

Guam's development of tourism was first acknowledged by local government officials in 1952 with the enactment of Public Law 67. The law implemented a plan to establish a travel industry on Guam. The measure was passed by the First Guam Legislature and signed into law by then Governor Carlton Skinner. Unfortunately, the territory was blanketed with a security restriction on travel imposed by the formal naval administration. It was not until 1962, when President John F. Kennedy lifted the security restriction, that Guam's tourism development would move closer to realization.

In 1963, the Government of Guam established the Guam Tourist Commission within the Department of Commerce via Executive Order 63-10, which was issued by then Governor Manuel F.L. Guerrero. With an initial budget of \$15,000, the Guam Tourist Commission immediately began aggressive travel trade promotions in Japan and Southeast Asia. Additionally, the Commission worked diligently on the development of Guam's tourism plan and lobbied air carriers to increase flight service to Guam from potential market areas.

The rewards of the Commission's efforts were reaped four years later, when on May 1, 1967, Pan American World Airways landed on Guam with 109 Japanese tourists. In that first year, Guam recorded 6,600 visitor arrivals.

In July 1970, the Guam Tourist Commission was renamed Guam Visitors Bureau. Separated from the Department of Commerce, Executive Order 70-24, formally established the Bureau as a nonprofit corporation. In 1983, Public Law 17-32 (The Guam Visitors Bureau Act) was enacted, reorganizing the Bureau as a public, nonprofit, membership corporation.

Public Law 17-65 was passed in 1984, which established the Tourist Attraction Fund (TAF). Separate from the General Fund, the TAF is the source for the Bureau's budget. Funds in this account are derived from hotel occupancy taxes collected from room nights sold. The occupancy tax is currently assessed at 11 percent.

In 1990, Public Law 20-205 was passed and established a Research Department within the Bureau. The department is responsible for the collection, analysis and evaluation of data on the visitor industry. Additionally, the department serves as the industry source for dissemination of data.

In 1994, Guam welcomed one million visitors to the island in a year for the first time. In 2016, Guam broke a new record by welcoming 1.5 million visitors in a year.

Guam's tourism industry is considered to be the top economic contributor to Guam's economy that provides over 21,000 jobs in the local community, which is a third of Guam's workforce. It also generates \$260 million dollars in government revenue. Additionally, programs and activities also support the duration and awareness of the local community in regards to the importance of tourism.

GVB's Tourism 2020 vision is for Guam to become a world-class, first tier resort destination of choice, offering a U.S. island paradise with stunning ocean vistas, for two million business and leisure visitors from across the region with accommodations and activities ranging from value to five-star luxury - all in a safe, clean, family-friendly environment set amidst a unique 4,000-year-old culture.

GVB serves as a critical bridge linking government, the tourism industry, visitors and the local community, and aims to contribute successfully to a good quality of life for residents through tourism. The Bureau takes pride in "making Guam a better place to live, work and visit."

APPENDIX A-2: GVB Annual Report and Guam Tourism 2020 Plan

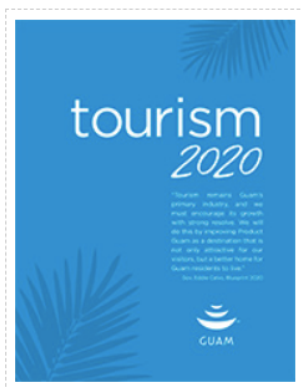
A copy of GVB's 2017 Annual Report and Guam Tourism 2020 Plan can be found on GVB's corporate website at guamvisitorsbureau.com. URL's are as follows.

2017 GVB Annual Report



GVB 2017 Annual Report: <https://www.guamvisitorsbureau.com/research-and-reports/reports/annual-report>

Guam Tourism 2020 Plan



Guam Tourism 2020 Plan: <https://www.guamvisitorsbureau.com/research-and-reports/reports/guam-tourism-2020-plan>

APPENDIX A-3: Sales and Marketing Plan (SMP) – Leisure

The Sales and Marketing Plan – Leisure shall describe what will be created and executed with anticipated deliverables aimed at fulfilling Key Performance Indicators (KPIs). The Sales and Marketing Plan should be clear and concise in communicating actions and sought outcomes supporting the KPIs that have been set.

Integrate, support and promote GVB industry programs, including Guam's signature events as described in ATTACHMENT 1. At a minimum, this includes communication of GVB's industry programs through press/news releases and trade education and the promotion of at least five (5) GVB signature events.

The SMP shall include the following components:

- A. Overview. A clear and concise overview of the current market conditions, economic indicators, consumer as well as travel industry trends that are occurring in your market and as a result of all these variables a summation of how you view the markets potential specific to Guam. Identify key opportunities. Also note any concerns that you may have in the market, recognizing how you are going to address these concerns in detail, again, in the appropriate section of the marketing plan.
- B. Assumptions. Your assumptions as it relates to all facets of the marketing initiatives to include, but not be limited to advertising, on-line, social media, public relations and promotions, marketing cooperatives, travel trade, and research.
- C. Target Audience. Identify specific actions to target lifestyle segments applicable for your market that will have the greatest return on marketing investments with initiatives that will show measurable returns. For listing of Target Lifestyle Segments see ATTACHMENT 2.
- D. Strategies. Identify and describe your strategies in the following areas below. The strategies should show intended audience and reach, the potential benefit of each method, and adaptation to changing market conditions:
 1. Consumer strategy(s). Align with the targeted lifestyles audience through promotions, public relations, and advertising (if applicable) to stimulate travel and bookings for the destination; and, that direction shall also be provided for the development of consumer collateral material considering the strength of the website as an information vehicle versus printed material.
 2. Trade Sales & Marketing strategy(s).
 - a. Deployment plan for Offeror travel trade staff to service key accounts and key markets in Japan.
 - b. Promotion strategy(s) of Guam with the travel trade to increase visitation.

- c. Educational strategy(s) to educate and train tour operators and retail agents about Guam and the Chamorro culture, including but not be limited to workshop seminar programs in-market; webinars and other creative vehicles to educate and communicate our destination product; and development of travel trade collateral material considering the strength of the online website as an information vehicle versus printed material.
 - d. Retail strategy(s) to align with travel trade distribution channels and opportunities for partnerships, including identifying actions to align with wholesalers, online travel agencies (OTAs), airlines, and retail travel agencies, both in communicating as well as stimulating bookings for the destination.
 - e. Air Access strategy(s) to stabilize and/or increase airlift from Japan, including the identification of actions that will orchestrate the development of airline relationships, monitoring of load factors, and the development of activities to support existing routes and grow additional flights.
 - f. Cooperative Program strategy(s) to include partnering programs with key industry organizations.
 - g. Advertising/Cooperative Advertising strategy(s) which may include print, broadcast, online, display, and mobile media.
- 3. Public Relations & Promotions strategy(s). This strategy shall include but not be limited to the identification of potential story angles against market niches; support needed to achieve stories; identification of unconventional means to gain exposure; target publications that align with the targeted lifestyle segments for Japan; and, identification of media vehicles from traditional print to social media.
 - 4. Communication strategy(s). Connect with both Guam and in-market industry partners, and consumer clients to build and strengthen communication of activities occurring in Japan and Guam.
 - 5. Research strategy(s). Identify research needs to further develop initiatives in addition to evaluation of SMP strategies. (Note: utilize GVB in-house research as much as possible, incremental research source(s) in-market should be identified and requested through GVB's tourism research department.)
 - 6. Online Marketing strategy(s). Identify search engine optimization and search engine marketing and social media and how to integrate into a global strategy. Website and online strategy(s) for consumers and travel trade in Japan utilizing GVB's visitguam.jp websites. The overall approach will be more integrated and in

- collaboration with GVB's global online strategy. (Note: Offeror shall not develop a duplicative website and will work with the GVB in maintaining, directing, and updating information on the existing website and blogs. Offeror shall provide content in an acceptable format that can be integrated into the website).
7. Social Media strategy(s). Utilize locally relevant platforms for consumers (i.e. Facebook, Twitter, Instagram, Youtube, Line etc.). It could include, but is not limited to blogs, platforms with active profiles, and viral marketing campaigns. (Note: Offeror shall not develop a duplicative social media profile and will work with the GVB in maintaining branded communications through social media channels.)
 8. Technology strategy(s). Employ the use of technology (for example, mobile apps, gamification) to promote Guam, engage the consumer, and enhance the visitor experience.
- E. Initiatives. Provide a list of each initiative/campaign, including a detailed description of the initiative, budget, projected audience and measures (see APPENDIX 5). List the theme of each campaign and if possible, include some copy and or samples of the ads themselves to best convey the concept and allow for fine-tuning and adjustment.

Also include initiatives to 1) maintain cultural integrity of Chamorro language, customs and practices, music, dance, cultural and historic sites, and imagery in all marketing material, and to 2) increase awareness, familiarization, and understanding of Guam's people, place and culture.

Creative content, initiatives and activities shall reinforce Guam's brand position (ATTACHMENT 1), including the integration of initiatives, to include but not be limited to the marketing and promotional support of GVB's Guam cultural festivals and events in order to preserve and perpetuate the dignity of the Chamorro culture, take advantage of opportunities provided by Guam's current local culture and multi-cultural heritage, and utilizing the GVB's Guam Brand Guidelines

- F. Schedules. Provide a schedule in the following areas (see ATTACHMENT 3 for the worksheets):
1. Industry Educational Training for participation in industry events, workshop presentations, and seminars.
 2. FAM tours for travel agent, wholesaler, media or mix, which details the date and islands visiting.
 3. Media schedule (advertising) for print, broadcast, co-op, social media, and e-marketing, including the identification of potential industry partner participation utilizing innovative communication tactics that reach key target audiences to drive conversion.
 4. Trade Show participation in trade and consumer shows and events.

5. Editorial calendar showing how stories will be timed in the market.
6. Campaign Summary of initiatives and dates.

ATTACHMENT 1: Guam Brand Resource (BRG) & Guam Signature Events

ABOUT OUR BRAND

The Guam Brand is more than a slogan or a logo. It is the personality, the character and essence of the Guam experience. While perhaps interpreted differently by different groups, the brand qualities do not waver. It is our promise as a community, an image that will live in the hearts and minds of visitors and those fortunate to live here.

We influence the brand with what we say, how we portray our brand promise, and how we demonstrate its meaning. By agreeing to be consistent, we can build a stronger brand. A unified presentation is the first step toward making it stronger. The Guam Brand is more than a tool, it is the most important asset we have to achieve our visitor industry's mission. The stronger the brand, the more attention and respect it will garner from the industry, our visitors and the community. It is invaluable to everything the Guam Visitors Bureau wants to achieve. It is the heart of what we do. It is what we stand for and the standard we must maintain.

Since its launch, the Guam Brand has been well received, but it is time to refresh its vitality and increase the consistency of its delivery at home on Guam and throughout all of Guam's source markets. As Guam grows, the brand must continue to remain fresh, always reflecting the qualities of today's modern and diverse community. The brand has strengthened Guam's appeal and has assisted in driving increased arrivals. The Brand Resource Guide (BRG) is designed to expand the reach and impact of the brand's promise and showcase all of what Guam is today. It has been refreshed to reflect what GVB has learned about how our customers feel about Guam. It is designed to create a singular portrait that generates and reflects local pride, engages the community, and showcases what makes Guam different, fresh, unique and more attractive than any competing destination.

The BRG sets the brand standard for all representations on Guam, and in GVB's source markets. The specifications within the BRG are designed to create a consistent presentation and should be used by any agency or business that works to promote Guam.

BRAND ATTRIBUTES

Personality, Tone and Image

Our attributes are how we demonstrate our brand promise through everything we do. They guide our behavior. And, while our day-to-day activities change and evolve, our attributes stay with us. They are rooted in our Chamorro culture and our history and heritage as a gateway for passage since 700BC. These attributes come from who we are at the core and will remain with us over time.

Sincerity: The friendliness that visitors experience upon arrival is sincere. The sincerity is rooted in a deep confidence that comes from the goodness and trust of its people. The love and respect of family, church, the young, the elderly, and all who come to Guam is unforgettable. The people open their homes to all who come, to share in the bounty of caring that is its culture.

Passion: Guam is a place for lovers, a place to be married. A tropical island populated by beautiful people where spice is in the air and in the food. A place to play hard and relax completely, whatever your passion. There are things to do for young and old alike.

Luxurious modernity: Guam has the finest hotels, the finest retail brands, outstanding cuisine and all the attributes of a modern community in the midst of a Pacific paradise. It is a safe environment and within close proximity to all source markets with state-of-the-art communications and travel accommodations.

Visual Identity System

Our identity system is a toolbox of elements that brings our visual identity to life. Typography, color, and imagery, along with our signature, form the visual basis of all our materials. This document will explain each element individually and demonstrate their use in combination.

This system does have rules and requirements, acceptable and unacceptable usages. Follow these guidelines when developing all Guam materials and use the many exhibits provided as inspiration.

Guam's Brand Identity System. We use a distinct identity system to consistently express the Guam brand – this differentiates us from other destinations. Our visual identity system provides a framework for designing communication pieces. Our new signature and other brand identity elements convey our heritage, our progressiveness, and our commitment to our constituencies in a sophisticated approach that is both real and exciting. By applying the elements of our brand system consistently, we all help build the strength of Guam as a recognized global brand.

The Guam Brand Logo



BRAND

A brand is more than an icon or logo, although these serve as important visual identities. A brand can be defined best as a promise kept. When a promise is made, expectations are created, then when the brand delivers on these expectations, equity and loyalty are built.

COLORS

The color palette (yellow, blue, green and brown) consists of bright exciting environmental colors (representing the sun, the ocean and the land) coupled with a deep, rich heritage tone (representing the Chamorro culture) that communicates the vibrant nature of Guam.

SHAPES

The curved shapes represent elements of the diverse and welcoming nature of Guam and its Chamorro culture such as the proa, the sinahi, waves, smiles and welcoming arms. The stylized “A” in the word Guam is representative of the Guma’ Higai - the traditional Chamorro hut.

The Signature

The Guam signature is designed to celebrate the unique, diverse, and welcoming nature of Guam and its Chamorro culture.

The multiple reads of its shapes (proa, sinahi, waves, smiles, welcoming arms) convey the wide variety of experience available to visitors to the island, and its symbolic roots in Guam’s history illustrates the pride of the flourishing Chamorro people who call it home. The signature is the combination of the Guam symbol and the Guam wordmark, which appear in a fixed relationship that should never be modified. Master artwork has been created for its reproduction in any application. The signature visually establishes our presence and should appear on all communication materials. When reproducing the signature, always use the digital artwork provided. This artwork should never be redrawn or altered in any way. The Guam signature includes the trademark TM designation. For correct usage, consult our legal department.



When the signature is used at large sizes, for example, on billboard advertising, the trademark TM must not be reproduced larger than 1 inch. The mark should be scaled down as appropriate while maintaining its alignment to the symbol as shown.

Guam Signature Events

SHOP GUAM e-FESTIVAL

November 10, 2018 - February 10, 2019 | Tumon

The Shop Guam Festival began in 2012 as a global campaign by Guam Visitors Bureau (GVB) that aimed to create an interactive shopping experience highlighting Guam as a modern, fashionable and diverse destination to shop. Shop Guam has become an international renowned slogan for Guam. It is one of the most successful global campaigns and signature events by the Guam Visitors Bureau. Shop Guam has transformed into an e-Festival that fully embraces the vision of “Smart Tourism.” Expect a revolutionary mobile shopping experience as the new Shop Guam app generates on location sensor mobile marketing as a fresh way to

discover Guam’s shopping and activities. The app will additionally be available in six different

languages.

GUAM KO'KO' KIDS FUN RUN / STRIDERS BIKE EVENT 2019

March 23, 2019 | Governor Joseph Flores Memorial Park

The Guam Ko'ko' Kids Fun Run is a fun-filled family event featuring a 0.6K, 1.6K and 3.3K Fun-Run for children ages 4-12 years old. All runners receive a t-shirt, finisher's medal and a chance to win awesome prizes including Gold, Silver and Bronze Medals for the top three boys and girls in each division. In addition to the Kids Fun Run, this exciting event will feature a chance for Guam's littlest kids to start a brand-new riding revolution with Strider Bikes! Say good-bye to training wheels when race participants their best first bike experience. Strider bikes are safer and easier than learning the old way. No more scraping the back of their legs, running over their own feet with training wheels. Children who learn how to Stride are typically 2-3 years ahead un-assisted on pedal bikes.

7TH ANNUAL GUAM UNITED MARATHON

April 14, 2019 | Governor Joseph Flores Memorial Park

The United Guam Marathon (UGM) continues to be Guam's premier running event, with support from Title sponsor, United Airlines and Gold sponsors, Guam Visitors Bureau and Pacific Islands Club. UGM offers a race for everyone, from 5k, 10k, Half Marathon, and Full Marathon race distances. This three-day event kicks off with the "Hafa Adai" Expo; a two-day expo where runners receive their race packet, pick up official event merchandise and check out participating sponsor and vendor booths for games, activities and other running apparel and gear. Kick off race day with the UGM Start Line Party featuring live music from popular local DJs and a grand prize airline ticket giveaway from United Airlines before the start of each race! The unique "out and back" course runs along the western coastline of Guam, highlighting the beauty of Guam's culture and ocean surroundings. All races finish at the beach, where runners are welcome to partake in the Tumon Bay Dip and enjoy the post-race festivities, with live entertainment, cultural and beach activities and a variety of food & beverage offerings.

GUAM MICRONESIA ISLAND FAIR

May 1-5, 2019 | Chamorro Village, Hagåtña

The Guam Micronesia Island Fair is the annual signature cultural event of the Guam Visitors Bureau, showcasing the vibrant cultures of Micronesia for 30 years. Experience the best of Micronesia in one exciting weekend featuring master carvers, blacksmiths, traditional sailing experts, jewelers, weavers, dancers, musicians and chefs and see first-hand customs that have been in place and perpetuated for the millennia.

GUAM BBQ BLOCK PARTY

July 6, 2019 | Pleasure Island, Tumon

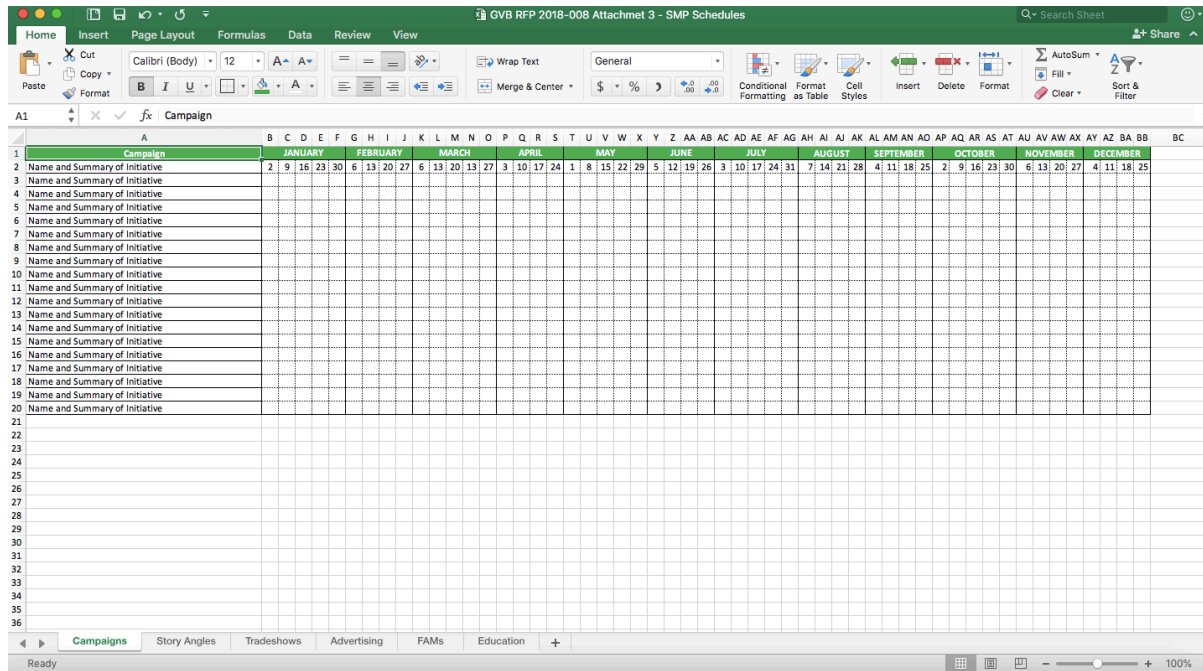
The Guam BBQ Block Party is the ultimate celebration of Guam's authentic culinary traditions and Hafa Adai Spirit. Admission is free for this event that boasts delicious BBQ from the island's top grill masters, live performances from local musical artists, vendors selling made-in-Guam goods and cultural dances and demonstrations. We're closing down the street in Pleasure Island for this fun-filled, family event!

ATTACHMENT 2: Target Lifestyle Segments

- 1) Young Generation (18~39 years old, female)
- 2) Family
- 3) Office lady
- 4) Silver (senior)
- 5) Group/MICE
- 6) School Trip
- 7) Wedding

ATTACHMENT 3: SMP – Leisure Schedules

(The electronic copy of the Schedules worksheet in Excel is included in the packet for this RFP on the GVB website at www.guamvisitorsbureau.com (click on the link to GVB RFP No. 2018-008).



	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
1 Campaign												
2 Name and Summary of Initiative												
3 Name and Summary of Initiative												
4 Name and Summary of Initiative												
5 Name and Summary of Initiative												
6 Name and Summary of Initiative												
7 Name and Summary of Initiative												
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20 Name and Summary of Initiative												

Worksheets include the following:

1. Industry Educational Training for participation in industry events, workshop presentations, and seminars.
2. FAM tours for travel agent, wholesaler, media or mix, which details the date and islands visiting.
3. Media schedule (advertising) for print, broadcast, co-op, social media, and e-marketing, including the identification of potential industry partner participation utilizing innovative communication tactics that reach key target audiences to drive conversion.
4. Trade Show participation in trade and consumer shows and events.
5. Editorial calendar showing how public relations activities will be timed in the market.
6. Campaign Summary of initiatives and dates.

APPENDIX A-4: Sales and Marketing Plan – Group/MICE

The Sales and Marketing Plan – Group/MICE shall provide the framework and detailed approach to increase Group, Meetings, Incentives, Conventions & Exhibitions (MICE) visitation and achieve Key Performance Indicators (KPI's). Integrate, support and promote GVB industry programs, if applicable, as well as our Signature festivals and events, if they can be utilized in conjunction with Group/MICE business (See APPENDIX 3, ATTACHMENT 1). Group segment also consists of social, military, educational, religious and fraternal segments of the industry, known as SMERF.

The SMP shall include the following components:

- A. Overview. Provide an overview of current market conditions, economic indicators, consumer as well as travel industry trends that are occurring in your market, and as a result of all these variables a summation of how you view the Group/MICE market's potential specific to Guam.
- B. Assumptions. Identify factors and/or variables that will ensure the success or failure of the plan, both at a macro and micro level. Identify variables that may affect the success of execution and outcome.
- C. Target Audience. Identify appropriate vertical meeting segments that have a greater propensity to consider Guam for Group/MICE needs (See ATTACHMENT 1). Identify the top 20 corporations, associations, or group business to target.
- D. Strategies. Identify and describe your strategies in the following areas below. The strategies should show intended audience and reach, the potential benefit of each method, and adaptation to changing market conditions:
 - Partnership development with both Guam and in-market industry partners, such as meeting planners and incentive houses in vertical market segments.
 - Accelerate conversion from tentative to definite. How will you close tentative pieces of business? Identify roles and responsibilities towards assignments that will help achieve conversion on the business.
 - Short term business. How will you capture and convert short-term business (within 2019) and what your expectations are in converting short term business?
 - Higher-need periods. How will you bring in business for the higher need periods (years 2020 and 2021) for Guam?
 - Meetings, incentives, and conventions facilities throughout Guam. How will you direct MICE business to Guam?
 - Education and training of meeting planners and agents about Guam and its MICE facilities, including use of webinars for MICE partners.

- Public Relations and Communications. How will you stimulate travel and bookings for the destination? Include direction for development of collateral material considering the strength of the Visit Guam website as an information vehicle versus printed material. Determine opportunities to collaborate with other GVB MICE Offerors in these marketing efforts to avoid duplication.
 - Airlift. How will you develop airline relationships to establish corporate group rates and confirmation of seat blocks from your market?
 - Public Relations. Identify potential business story angles against market niches, support needed to achieve stories, unconventional means to gain exposure, target business publications that align with the targeted MICE segments for the applicable market, and identification of media vehicles from traditional print to social media. How will you connect with both Guam and in-market industry partners and MICE clients to build and strengthen communication with appropriate meeting segments?
 - Website/Online. Offeror does not have to develop a website, and will work with GVB in maintaining, directing, and updating information on the existing sites. However, Offeror shall provide content applicable to the Japan market for use on the website. Identify appropriate use of social media in both the overall strategy of the market, as well as specific initiatives or attendance building action steps.
 - Research. Identify research source(s) in-market that will be used in collaboration with GVB research to develop marketing plan strategies and monitor implementation.
- E. Initiatives. Provide a list of each initiative/campaign, including a detailed description of the initiative, budget, projected audience and potential return on investment, for example, forecast lead generation (see Appendix 5). Initiatives and activities should reinforce Guam's brand position if relevant to this segment of the business, to include, but not be limited to, the marketing and promotional support of Guam's signature events (APPENDIX 3, ATTACHMENT 1).
- F. Schedules. Provide a schedule in the following areas (See ATTACHMENT 2):
- a. Participation in and/or implementation of industry events, trade shows, workshop presentations, and seminars.
 - b. Attendance building initiatives/events in support of the scheduled events in Guam.
 - c. Media schedules (advertising) for print, broadcast, co-op, appropriate social media, and e-marketing. Identify potential industry partner participation.

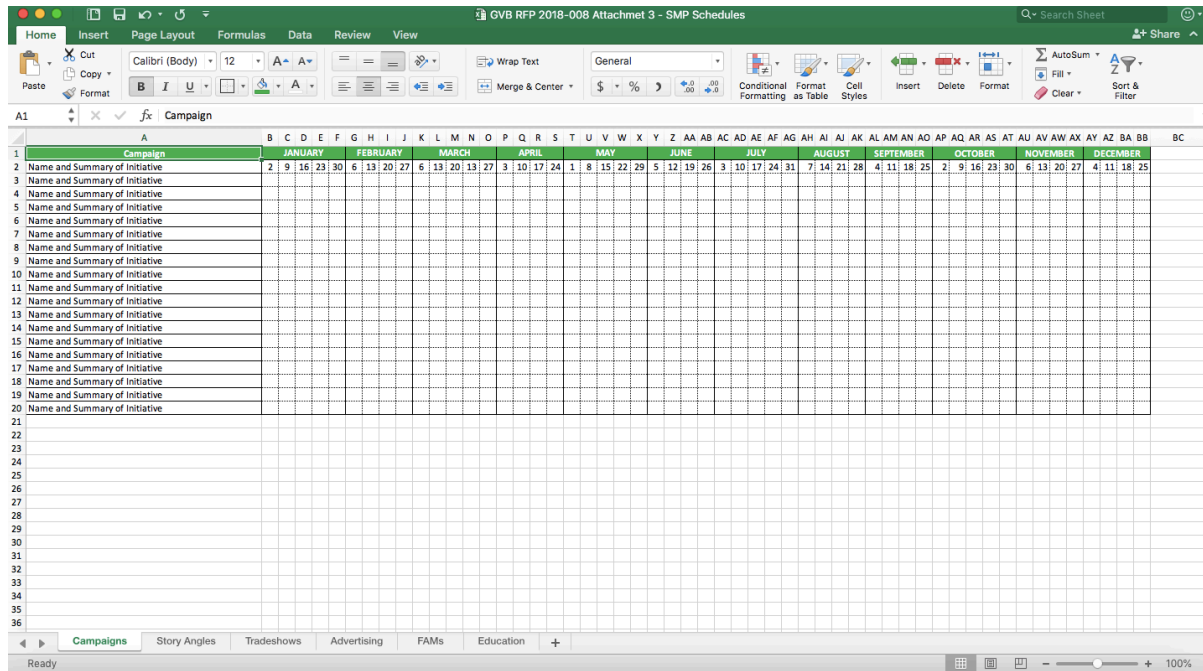
- d. Editorial calendar showing how PR will be timed in the market.
- e. Campaign Summary of initiatives and dates.

ATTACHMENT 1: Group/MICE Research Findings – Vertical

- Automotive
- Service
- Information Technology
- Apparel
- Construction
- Legal
- Manufacturing
- Finance
- Earth Sciences
- Sports
- Insurance
- Trade Association
- Food/Retail Services
- Healthcare/Medical
- Technology
- Energy
- 3rd Party
- Educational
- Consumer Products

ATTACHMENT 2: SMP - Group/MICE Schedules

(The electronic copy of the Group/MICE Schedules worksheet in Excel is included in the packet for this RFP on the GVB website at www.guamvisitorsbureau.com (click on the link to GVB RFP No. 2018-008).



	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
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Worksheets include the following:

1. Participation in and/or implementation of industry events, trade shows, workshop presentations, and seminars.
2. Attendance building initiatives/events in support of the scheduled events in Guam.
3. Media schedules (advertising) for print, broadcast, co-op, appropriate social media, and e-marketing. Identify of potential industry partner participation.
4. Editorial calendar showing how PR will be timed in the market.
5. Campaign Summary of initiatives and dates.

APPENDIX A-5: Leisure and Group/MICE KPI Worksheet

(The electronic copy of the Leisure and Group/MICE KPI worksheet in Excel is included in the packet for this RFP on the GVB website at www.guamvisitorsbureau.com (click on the link to GVB RFP No. 2018-008).

Key Performance Indicators (KPIs): Provided by Offeror

(a) Sales Measures

- **Visitor Arrivals**

- Leisure target goal pax
- Group/MICE target goal pax
- Total arrivals goal pax

- **Overall Visitor Spend**

- **Average Length of Stay**

- **Hotel Occupancy and Rate**

- **Airline Targets**

- Regular airline
 - Annual number of airlines seats
 - Average load factor
- Charter airline seats
 - Annual number of charter flight seats
 - Average load factor

(b) Advertising Measures – metrics to assess Offeror’s advertising activities

Offeror shall provide for GVB approval target performance measures and shall track and report on a quarterly and year-to-date basis the following metrics for advertisements:

1. Gross Rate Point: A unit of measurement of audience size. Used to measure the exposure to one or more programs or commercials, without regard to multiple exposures of the same advertising to individuals. One GRP = 1% of TV households.

2. Reach: Unduplicated number of individuals or households exposed to an advertising medium at least once during the average week for a reported time periods (also known as Cumulative Audience).

3. Gross impressions: Sum of audiences, in terms of people or households viewing, where there is exposure to the same commercial or program on multiple occasions.

(c) Public Relations Measures – metrics to assess Offeror’s public relations activities

Offeror shall provide for GVB approval target performance measures and shall track and report on a quarterly and year-to-date basis, using, but not limited to, the following metrics:

1. Publicity value by media type is a calculation that estimates the price that professional media buyers would pay for that amount of exposure for that particular media outlet. Calculation is as follows:

Publicity Value = Article Length x Unit Reach x Cost/Impression

- Article Length: a word count of the story and also considers the number of key words mentions.
- Reach: circulation or audience
 - o Newspaper, magazine and other print publication use audited circulation figures.
 - o Online articles use Nielsen/NetRatings which is the global standard for Internet audience measurement. NetRatings provide the number of unique visitors to that website over a particular period.
 - o Broadcast segments use Nielsen Audience Figures which is the industry standard for broadcast audience measurement.
- Cost/Impression: average figures based on type of media (print, internet, TV/radio). Not based on ad rates.

2. Number of impressions by print, online, broadcast (TV and Radio): The number of those who might have had the opportunity to be exposed to a story that appeared in the media. The total audited circulation of a publication or the audience reach of a broadcast. Total Impressions = Circulation X 3.5

(d) Web Analytics – metrics to assess the performance of the website

Offeror shall provide for GVB approval target performance measures and shall track and report on a monthly and year-to-date basis, using, but not limited to, the following metrics:

- Total visitors per month and month-over-month (MOM) % growth
- Total unique visitors per month and MOM % growth
- Average site duration in the month and MOM % growth

(e) Social Media Metrics – metrics used to assess the Offeror’s social media efforts.

Offeror shall provide for GVB approval target performance measures and shall track and report on a monthly and year-to-date basis, using, but not limited to, the following metrics:

Facebook

- Total # of fan page follower gains per month and MOM growth %
- Total post reach by impression per month and MOM growth %
- Total post engagements (comment, like, share) per month and MOM growth %
- Total post clicks per month and MOM growth %
- Total video minutes viewed and MOM growth %

Instagram

- Total # of follower gains per month and MOM growth %
- Total # of engagements per month (comment, like, share) per month and MOM growth %
- The average engagement per follower of the month and MOM growth %

YouTube

- Total video views per month and MOM growth %
- Total video minutes viewed and MOM growth %
- Total channel subscriber gains per month and MOM growth %
- Total video engagements per month (like, share, comment) and MOM growth %

APPENDIX A-6: Annual and Monthly Expenditure Plan Worksheet

(The electronic copy of the Annual and Monthly Expenditure worksheet in Excel is included in the packet for this RFP on the GVB website at www.guamvisitorsbureau.com (click on the link to GVB RFP No. 2018-008).

- 1) Purpose.** The Expenditure Plan gives the GVB staff and the Evaluation Committee insight on how you intend to organize and manage the work under this contract and form part of the baseline for evaluation of the selected Offeror during contract performance.
- 2) Budget Categories.** The GVB has established the following six (6) budget categories upon which an Offeror will be evaluated and will be required to report as a Offeror:
 - a) Advertising;
 - b) Public Relations and Special Promotions;
 - c) Trade Marketing;
 - d) Research;
 - e) Market Development; and
 - f) Administration
- 3) Annual and Monthly Expenditure Plan.**
 - a) The Offeror shall submit annual and monthly expenditure plans for proposed projects and campaigns. The Offeror is not required to provide expenditure information at the activity level. Campaign level worksheets will include only Advertising, Public Relations, Special Promotions, Travel Trade, and Research planned expenditures. Staffing and Office, and Offeror Retainer Fee planned expenditures shall be separated from campaign planned expenditures and reported as "Administration".
 - b) Note that the Offeror, if selected, shall track and report actual results to the GVB in a manner consistent with expenditure plans described in this RFP, or as prescribed by the GVB and in a format to be prescribed by the GVB.
- 4) Expenditure Plan Worksheet.** The GVB has developed the Expenditure Plan Worksheet in an electronic MS Excel spreadsheet format upon which an Offeror shall provide its expenditure budget plan for GVB's consideration.

APPENDIX A-7: Competitors List

- Hawaii
- Okinawa
- Korea
- Taiwan
- Thailand
- Vietnam
- Philippines

Evaluators Scoresheet

FIRST ROUND EVALUATION OF PROPOSAL	Scoring Range	Evaluator Score
Team (30%): Management; Quality and Depth of Team; Financial Stability and Corporate Management Support; Sub-offerors, partners and other relationships; Reference checks	1-30	
Demonstrated Success and Expertise through Past Performance (25%): Similar scope of work, Guam Destination Market, Japan Source Market, Leisure and Group/MICE	1-25	
Marketing Approach (35%): 2019 Sales and Marketing Plans, 2019 Expenditure Plans, Consistency with GVB mission and goals, Key Performance Indicators Worksheet	1-35	
TOTAL	3-90	
SECOND ROUND EVALUATION OF PRESENTATION AND DISCUSSION		
Presentation and Discussions (10%)	1-10	
TOTAL SCORE		
EVALUATION OF PROPOSAL	3-90	
EVALUATION OF PRESENTATION	1-10	
TOTAL SCORE	4-100	

APPENDIX B
GVB RFP 2018-008

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 _____

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. 2018-008

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	