



REQUEST FOR PROPOSAL  
INSURANCE BROKERAGE SERVICES  
GVB RFP NO. 2021-004



GUAM VISITORS BUREAU REQUEST FOR PROPOSAL	
RFP Number:  GVB RFP NO. 2021-004	RFP Title: <b>INSURANCE BROKERAGE SERVICES</b>
RFP Due Date and Time:  April 16, 2021; 5:00 p.m. ChST	Number of Pages: 43; inclusive of the required affidavits/acknowledgements. Also downloadable online at <a href="http://www.guamvisitorsbureau.com/news/rfps">www.guamvisitorsbureau.com/news/rfps</a>
ISSUING AGENCY INFORMATION	
GUAM VISITORS BUREAU	Issue Date: March 29, 2021
Carl T. C. Gutierrez President and CEO	401 Pale San Vitores Road Tumon, Guam 96913 Phone: (671) 646-5278 Fax: (671) 646-8861 Website: <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a>
INSTRUCTIONS TO OFFERORS	
DELIVERY OF PROPOSAL By U.S. Mail or Deliver Only to the attention of:  Carl T. C. Gutierrez President and CEO Guam Visitors Bureau 401 Pale San Vitores Road Tumon, Guam 96913	MARK FACE OF ENVELOPE/PACKAGE:  <b>RFP Title:</b> INSURANCE BROKERAGE SVCS. <b>RFP Number:</b> GVB RFP 2021-004 <b>RFP Due Date:</b> April 16, 2021 5:00 p.m. 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	



TABLE OF CONTENTS		PAGE
<i>SCHEDULE OF EVENTS</i> .....		6
<b>SECTION 1 REQUEST FOR PROPOSALS OVERVIEW</b> .....		<b>8</b>
1.0	Intent.....	8
1.1	Scope of Work.....	8
1.2	RFP Process .....	10
1.3	RFP Submission Criteria.....	12
1.4	Requests for Clarification.....	13
1.5	Schedule of Events .....	13
1.6	RFP Closing Date.....	14
1.7	Delivery of Proposals .....	14
1.8	Offeror’s Responsibilities.....	14
1.9	Conflict of Interest.....	15
1.10	Certificates.....	15
1.11	Presentations by Offerors .....	15
1.12	Award.....	15
1.13	Records and Right to Audit.....	15
1.14	Offeror’s Personnel.....	16
1.15	Termination / Cancellation of Contract.....	16
1.16	Independent Contractor Relationship.....	17
1.17	Assignment/Subcontract .....	18
1.18	Governing Laws.....	18
1.19	Indemnification of GVB.....	20
1.20	Modifications Due to Public Welfare or Change in Law .....	20
1.21	Force Majeure.....	21
1.22	Confidential or Proprietary Information.....	21
1.23	Submission of Fee(s) .....	21
<b>SECTION II EVALUATION PROCEDURE AND CRITERIA</b> .....		<b>21</b>
2.0	Evaluation Process.....	21

2.1	Evaluation Committee .....	21
2.2	Evaluation Criteria & Scale.....	21
2.3	Investigation and Rejection.....	22
<b>SECTION III INSTRUCTIONS TO OFFERORS.....</b>		<b>23</b>
3.0	Defined Terms .....	23
3.1	Type of Procurement.....	23
3.2	Language of Proposal.....	23
3.3	Familiarity with Laws .....	23
3.4	Signature on Proposal .....	23
3.5	Currencies of Proposal and Payment.....	24
3.6	Modification or Withdrawal of Proposals .....	24
3.7	Receipt, Opening and Recording of Proposals.....	24
3.8	Evaluations and Discussions.....	24
3.9	Negotiations.....	24
3.10	Successful Negotiation of Contract With Best-Qualified Offeror .....	25
3.11	Failure to Negotiate Contract With Best-Qualified Offeror .....	25
3.12	Cancellation of Solicitation; Delays.....	25
3.13	Disqualification of Proponent .....	27
3.14	Right to Reject Proposal.....	28
3.15	Award of Contract.....	28
3.16	Execution of Contract.....	28
3.17	Addenda.....	28
3.18	Activity Reports.....	28
3.19	Invoicing, Payment Terms and Conditions.....	29
3.20	Taxes.....	29
3.21	Licensing .....	29
3.22	Disclosure of Major Shareholders .....	29
3.23	Local and Veteran Procurement Preference .....	30
3.24	Non-Collusion Affidavit and Other Disclosures .....	30

3.25	Restrictions Against Contractors Employing Sex Offenders from Working at Government of Guam Venues .....	30
3.26	Compliance with Wage Laws.....	30
3.27	Representation Regarding Gratuities and Kickbacks.....	30
3.28	Prohibition in re Contingent Fees.....	30
3.29	Representation Regarding Ethical Standards .....	30
3.30	Condition of Contract.....	31
3.31	Contact for Contract Negotiation .....	31
3.32	Notice of Award.....	31
FORM 1 .....		32
APPENDIX A: Affidavits.....		33
APPENDIX B: Past Performance Questionnaire .....		41

**SCHEDULE OF EVENTS**

**INSURANCE BROKERAGE SERVICES  
GVB RFP 2021-004**

<u>DATE</u>	<u>EVENT</u>
March 29, 2021 (MON)	RFP Issue Date/Public Announcement RFP packets available at GVB website or GVB office at 401 Pale San Vitores Road, Tumon
April 2, 2021 (FRI)	12:00 p.m. Deadline to submit written questions *GVB response will be provided directly to all registered participants via email and posted on <a href="http://www.guamvisitorsbureau.com">www.guamvisitorsbureau.com</a> .
April 16, 2021 (FRI)	5:00 p.m. RFP submission deadline



## INSURANCE BROKERAGE SERVICES

The Guam Visitors Bureau (GVB), a public, non-stock, non-profit membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from qualified firms or individuals to provide **INSURANCE BROKERAGE SERVICES** to the Guam Visitors Bureau. The contract shall begin October 1, 2021 through September 30, 2021 for FY2022 with the option to renew for up to two (2) fiscal years, subject to the availability of funds.

RFP packages can also be **downloaded at no cost** from GVB’s website at [www.guamvisitorsbureau.com/news/rfps](http://www.guamvisitorsbureau.com/news/rfps) or obtained (in USB format) at the GVB Office, 401 Pale San Vitores Road, Tumon, Guam, 8:00 a.m. – 5:00 p.m., 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](mailto: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 GVB Management or Staff, Board Members, or any person participating in the selection process is prohibited.

If you are interested, please submit your proposal by 5:00 p.m. (Chamorro Standard Time) on Friday, April 16, 2021.

**/s/ CARL T. C. GUTIERREZ**  
President and CEO

**SECTION 1 REQUEST FOR PROPOSALS OVERVIEW**

**1.0 Intent**

In accordance with the Guam Procurement Law and Regulations, the Guam Visitors Bureau (GVB), a public, non-stock, non-profit membership corporation, is seeking written proposals from experienced and qualified insurance brokers to provide insurance broker service that include, but are not limited to, insurance placement and servicing, risk exposure analysis, as well as general insurance advisory services and claims assistance.

GVB is seeking to engage a Broker that will provide an assessment of the existing insurance program, recommend additional or modified coverages and limits, and provide quality forms of coverage at the most competitive premiums.

The term of this agreement shall begin on October 1, 2021 for FY2022, with two (2) options to renew for each succeeding fiscal year, subject to certification and availability of funds.

GVB’s current insurance coverages include:

POLICY TYPE	POLICY LIMIT
<b>Property Insurance/Building &amp; Contents</b>	
Declared Values	
Building	\$1,500,000
Contents (blanket for Tumon & GIAA)	\$300,000
Settlement Clause	
Building	Replacement Cost
Contents	Actual Cash Value
Deductible (each occurrence/each peril)	
Deductibles apply separately to building & contents	
Building	
Typhoon	2% TSI or \$30,000 per situation
Earthquake	2% TSI or \$30,000 per situation
Flood	2% TSI or \$30,000 per situation
All Other Covered Perils	\$1,000
Contents	
Typhoon	2% TSI or \$6,000 per situation
Earthquake	2% TSI or \$6,000 per situation
Flood	2% TSI or \$6,000 per situation
All Other Covered Perils	\$1,000
Covered Perils	
	ALL RISK
	Including Typhoon, Earthquake, Flood due to rising of navigable waters





**General Liability Insurance**

Classification: Government Agency -Tourism Office  
 Description of Operation: Visitors Bureau Activities /Event  
 Premises/Location:

- 1. 401 Pale San Vitores Road, Tumon, Guam
- 2. GIAA
- 3. Overseas Tradeshows and Special Events/Sports Activities.

Form

Limit of Liability (each occurrence; aggregate)

Fire Legal Liability (each occurrence)

Premises Medical Payments (each person/each Acc)

Personal & Advertising Injury

Comprehensive General Liability

\$1,000,000

\$50,000.00

\$10,000/\$50,000

\$1,000,000

**Crime Insurance**

Limit of Insurance

1. Loss inside the premises.

\$50,000

2. Loss outside the premises

\$50,000

Deductible (each occurrence)

\$250

**Commercial Floater**

Description: Mobile Command Center Double Axle Trailer (VIN: TRFTVSTFBT40A5). The trailer includes an AC unit, cabinetry, ceiling mounted LED lighting and power outlets.

Declared Values

\$18,500

Deductible (each occurrence/each peril)

\$1,000

Fire, lightning, smoke, windstorm, cyclone, tornado and hail; explosion, flood (meaning rising navigable waters), collision, upset, derailment or overturn in all situations. aircraft and falling objects, theft, strikes, riots and civil commotions, vandalism or malicious damage, earthquake and/or volcanic eruption.

Covered perils:

**Commercial Automobile**

Description: Mobile Command Center Double Axle Trailer (VIN: TRFTVSTFBT40A5).

Coverages

Bodily injury (each person/each accident)

\$100,000

Property Damage (each accident)

Included in limit above

**Directors & Officers Liability**

Limit of Liability

\$1,000,000

Sub-limits:

Employment Practice Liability

\$500,000

Self-Insured Retention

\$2,500

**Workers Compensation**

Employers Liability Limit

\$100,000

Classification/Payroll Declaration



## 1.1 Scope of Work

The successful Broker will be expected to provide a full range of services, including but not limited to:

- A. Evaluate GVB's existing insurance program; and, as necessary, recommend changes to terms, conditions, or coverage limits to ensure the program is affordable and adequately protects GVB.
- B. Identify any applicable market trends or exposure trends that GVB should be aware of.
- C. Design specifications for the insurance program and market the program for coverage for the annual October 1<sup>st</sup> renewal period, including assisting staff in the completion of all applications, documents, and gathering data which may be requested by insurance companies.
- D. Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of GVB and verify reasonableness of the price for the coverage provided.
- E. Provide GVB with a summary of various insurance program options, including, but not limited to limits, coverages, retention levels, terms, conditions and payment options.
- F. Provide analysis and recommendations as to the most cost-effective means for addressing GVB's exposure.
- G. Make recommendations to GVB as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet GVB's needs and objectives.
- H. Represent GVB at all negotiations with insurers, underwriters, and other parties with regard to the insurance program.
- I. Provide premium estimates at least one month in advance of renewal deadlines each year.
- J. Assure that insurance policies are placed with reputable and financially responsible insurers.
- K. Bind insurance coverage on the exact dates needed by GVB.
- L. Verify that new policies, binders, certificates, endorsements, and other documents are accurate and reflect the terms and conditions agreed during negotiations.

- M. Respond to all insurance related questions and request for advice from GVB staff in a timely manner.
- N. Assist GVB staff to coordinate inspection, audit, or other Carrier requests.
- O. Assist with the claim submission and handling process.
- P. Serve as the intermediary between GVB and the insurer when there is a reasonable coverage dispute.

GVB intends, but is not obligated, to use the services of the selected Broker, subject to satisfactory performance and the availability of funds each fiscal year of the agreement.

The above outlines a preliminary scope of services, which describes the minimum work to be accomplished. Upon final selection of the Broker, the scope of services may be modified and refined during negotiations.

## **1.2 RFP Process**

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

All inquiries pertaining to this RFP are to be addressed to the President and CEO, acting in the capacity of the Chief Procurement Officer, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913. 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 and CEO or designee(s) will coordinate all questions through GVB Procurement and will respond in writing. The President and CEO may also be contacted at (671) 646-5278, or via email at [procurement@visitguam.org](mailto:procurement@visitguam.org). If an addendum is required, it will be issued by GVB and posted on the GVB website at [www.guamvisitorsbureau.com/news/rfps](http://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 offerors that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit a response to this request for proposal and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

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

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

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

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

### **1.3 RFP Submission Criteria**

- A. Each Offeror shall submit six (6) complete sets of the proposal: one (1) marked "ORIGINAL" and five (5) marked "COPY".
- B. An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal cover sheet (see page 2) and a cover letter that agrees to accept and abide by the terms of this RFP. 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 for the requested service.
- 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, 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, April 16, 2021 (Friday)* at 401 Pale San Vitores Road, Tumon, Guam, 96913. Proposals received after this date and time will not be considered.

## 1.7 Delivery of Proposals

(facsimile and e-mail of proposals will not be accepted)

All proposals shall be sealed and delivered or mailed to:

ATTN: CARL T. C. GUTIERREZ  
President and CEO  
Guam Visitors Bureau  
401 Pale San Vitores Road  
Tumon, Guam 96913

Mark package(s): YOUR COMPANY NAME  
SUBMISSION IN RESPONSE TO  
GVB RFP NO. 2021-004  
INSURANCE BROKERAGE SERVICES

**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.

- D. Failure to comply with instructions on proposal assembly may be subject to point deductions. GVB may also choose not to evaluate, may deem non-responsible, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

## **1.9 Conflict of Interest**

All Offerors shall complete and have notarized the attached affidavits and disclosure forms of any potential conflict of interest that an Offeror may have due to ownership, other clients, contracts, or interests associated with this RFP. (Refer to 3.22 – 3.29 for requirements of affidavits and forms as provided in Appendix A).

## **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.

Should oral presentations and/or demonstrations be requested, Offeror must be represented by either the CEO/President and/or the Offeror's official company representative for this account. Offeror may not use service of a 3<sup>rd</sup> party vendor.

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 best interest of the territory of Guam.

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. Federal laws, 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) calendar days to correct same or to request, in writing, a hearing. GVB shall hear and act upon same within twenty (20) calendar 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) calendar 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 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 and CEO may have the option to extend contract for a period not to exceed 90 days from the ending term date, or until such time GVB is able to secure a new contract.

### **1.17 Assignment/Subcontract**

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

### **1.18 Governing Laws**

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

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

### **1.19 Indemnification of GVB**

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

### **1.20 Modifications Due to Public Welfare or Change in Law**

GVB shall have the power to make changes in the contract as the result of changes in law and to impose new rules and regulations on the Offeror under the contract relative to the scope and methods of providing services as shall, from time-to-time, be necessary and desirable for the public welfare. GVB shall give the Offeror notice of any proposed change and an opportunity to be heard concerning those matters. The scope

and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Offeror. In the event of any future change in federal or Guam laws, GVB materially alters the obligations of the Offeror, or the benefits to GVB, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Offeror, then the Offeror or GVB shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. GVB and the Offeror agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, GVB and the Offeror shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Offeror directly and demonstrably due to any modification in the contract under this clause.

### **1.21 Force Majeure**

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

### **1.22 Confidential or Proprietary Information**

Proposals of Offerors who are not awarded the contract shall not be opened to public inspection but will be part of the official procurement record. After award, the proposal of the Offeror receiving a contract will become available for public inspection. If the Offeror selected for award has requested in writing upon submission of Proposal the non-disclosure of trade secrets or other proprietary data so identified, GVB shall examine the designated information to determine whether such information shall be considered proprietary. If GVB and Offeror are unable to agree as to the disclosure of certain portions of Offeror's proposal, GVB shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal, or protests under 5 GCA Article 9 (Legal and Contractual Remedies) of the Guam Procurement Law, the information may be so disclosed. (See also Title 2, Guam Administrative Regulations, Division 4, Section 3114(h)(1)).

### **1.23 Submission of Fee(s)**

The Offeror determined to be best qualified will be notified to submit to GVB, at a time

specified by GVB and prior to commencement of negotiations, their fee to perform the required services.

## **SECTION II EVALUATION PROCEDURE AND CRITERIA**

### **2.0 Evaluation Process**

Selection of the best qualified offeror will be based on the qualifications, experience, and commitment of the Offeror's lead and support individuals proposed for this RFP, and the Offeror's plan of action. GVB plans to negotiate a contract with the best-qualified Offeror for the required services at a compensation rate determined in writing to be fair and reasonable.

### **2.1 Evaluation Committee**

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

### **2.2 Evaluation Criteria & Scale**

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

- A. **25 points. Broker Profile and Firm Qualifications:** All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:
  - A.1. Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.
  - A.2. Include the account team qualifications and experience.
  - A.3. Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.
  - A.4. Provide the name and resume of the person or persons who will perform services pursuant to this RFP.
  - A.5. Include resumes of the principals, key staff, and any other

employees who will be directly involved in performing the work.

A.6 Lack of debarment status by either local or federal government.

**B. 25 points. Demonstrated Capability and Capacity to Respond.**

B.1. Prospective offerors must demonstrate that they possess the capacity and capability to respond to the broad range of projects, challenges and opportunities that need innovative solutions.

B.2. Response to RFP requirements. This will include a thorough and detailed review of the responses to the Scope of Work specifications; the quality, completeness, accuracy and level of detail of the proposal and that the proposer demonstrates and understands the concepts and requirements of the RFP. Clarity of expression, succinctness of response will also be evaluated.

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

B.4. Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.

**C. 25 points. Quality & Responsiveness.**

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

C.1. Quality of Professional References. This will include a thorough and detailed review of the submitted professional references.

C.2. Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies.

C.3. Completed affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.

C.4. Adherence to any amendments issued by GVB.

C.5. At a minimum the Offeror shall provide:  
(a) Name and address of offeror

- (b) Age of Offeror’s business
- (c) List of all subcontractor’s for this project.

**D. 25 points. Plan of Performance – Approach & Strategy.**

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

- D.1. Proposals shall include a Work Plan that delineates the Firm’s approach to be used in working with GVB to provide the services sought herein. (see Section 1: 1.1 Scope of Work).
- D.2. The Offeror shall describe its conception of the best working relationship with GVB and other governmental agencies that would ensure the success of this project.
- D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.
- D.4. Completeness of the Transition Proposal and Proposed Approach.
- D.5. Completeness of the Exposure Analysis.
- D.6. Comprehensiveness of the coverage provided and overall premiums provided in the Insurance Proposal.

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

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

**2.3 Investigation and Rejection**

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

## **SECTION III INSTRUCTIONS TO OFFERORS**

### **3.0 Defined Terms**

The terms used in these Instructions to Offerors are defined in Guam's procurement laws and regulations have the same meanings assigned to them in this RFP. The term "Offeror" means one who submits a proposal directly to GVB, as distinct from a sub-offeror who submits a proposal to the Offeror. The term "successful Offeror" means the best-qualified Offeror for the required services to whom GVB (on the basis of GVB's evaluation as hereinafter provided) makes an award. The term "request for proposals documents" includes the invitation to submit a proposal, instructions to Offerors, and all addenda. The term "GVB" means the Guam Visitors Bureau and vice versa. The term "price data" are factual information concerning prices, including profit, for supplies, services, or construction substantially similar to those being procured. In this definition, "prices" refer to offered or proposed selling prices, historical selling prices, and current selling prices of such items. This definition of "prices" refers to data relevant to both prime and subcontract prices. The term "cost data" are information concerning the actual or estimated cost of labor, material, overhead, and other cost elements which have been actually incurred or which are expected to be incurred by the contractor in performing the contract.

### **3.1 Type of Procurement**

This procurement is a Request for Proposal (RFP) from which a professional services agreement will be consummated between the awardee and GVB.

### **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 Head 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 best interest of the territory of Guam 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 of Guam. 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 website. 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 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 Work 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**

Offerors must submit a non-collusion affidavit provided with this RFP. Failure to submit said affidavit 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 Offeror 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.

**FORM 1**

**CONTACT FOR CONTRACT NEGOTIATION**

RFP NUMBER: GVB RFP NO. 2021-004

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	



**APPENDIX A**  
GVB RFP 2021-004

**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  
AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL.**



**1. AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS**

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

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 \_\_\_\_\_, \_\_\_\_\_

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

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





**2. AFFIDAVIT re NON-COLLUSION**

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

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 § 3126(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 \_\_\_\_\_, \_\_\_\_\_

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

(AG Procurement Form 002 (Rev. Jul. 12, 2010))





3. AFFIDAVIT re NO GRATUITIES or KICKBACKS

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

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]
\_\_\_\_\_. Affiant is \_\_\_\_\_ [state one
of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing
identified bid or proposal.

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). Further, affiant promises,
on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as 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 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 bidder is a Corporation.

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

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

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





**4. AFFIDAVIT re ETHICAL STANDARDS**

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

CITY OF \_\_\_\_\_ )  
) ss  
COUNTRY \_\_\_\_\_ )

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

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

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

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

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

(AG Procurement Form 005 (Rev. Jul. 12, 2010))





**5. 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 or 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))





**6. AFFIDAVIT re CONTINGENT FEES**

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

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 \_\_\_\_\_, \_\_\_\_\_

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

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





7. AFFIDAVIT RE RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES

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

CITY OF \_\_\_\_\_ )
) ss
COUNTRY \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, is \_\_\_\_\_
(NAME OF PERSON) PLEASE STATE "INDIVIDUAL"

\_\_\_\_\_ of \_\_\_\_\_
IF SOLE PROPRIETOR; "PARTNER" IF A PARTNERSHIP; OR "OFFICER" OF A CORPORATION (NAME OF OFFEROR)

\_\_\_\_\_. TEL: \_\_\_\_\_
(MAILING ADDRESS) (TELEPHONE NUMBER)

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

The offeror understands that:

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

Further, the offeror represents:

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

Signature

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

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







**APPENDIX B**  
GVB RFP 2021-004  
INSURANCE BROKERAGE SERVICES

**PAST PERFORMANCE QUESTIONNAIRE**

[PROVIDE THIS PPQ TO THOSE ON YOUR PROJECT REFERENCES. REQUEST THAT THEY COMPLETE AND SUBMIT DIRECTLY TO GVB ON OR BEFORE THE DEADLINE FOR THIS PROCUREMENT.]

COMPANY NAME: \_\_\_\_\_  
[PLEASE CLEARLY TO IDENTIFY THE COMPANY THIS PPQ IS REFERENCING]

COMPLETE AND RETURN QUESTIONNAIRE BY EMAIL ON OR BEFORE APRIL 16, 2021  
TO: [procurement@visitguam.org](mailto:procurement@visitguam.org)

Subj: GVB RFP 2021-004 – **(name of company endorsed by this PPQ)**

**CONTACT DETAILS OF PERSON COMPLETING THIS QUESTIONNAIRE:**

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name of your company/organization: \_\_\_\_\_

1. Please briefly describe the type of services performed for your organization by the COMPANY. (Name of project, types of services performed -- analysis, training, technical support, etc.):

Comment: \_\_\_\_\_  
\_\_\_\_\_

2. Were any unique techniques or tools employed for the delivery of the services? Were the tools/techniques employed effectively?

Comment: \_\_\_\_\_  
\_\_\_\_\_

3. How would you rate the COMPANY'S ability to learn/understand your organization or the project needs/requirements?

- \_\_\_ Excellent (Score 10 points)
- \_\_\_ Very Good (Score 8 points)
- \_\_\_ Good (Score 5 points)
- \_\_\_ Poor (Score 0 points)



4. How would you rate the COMPANY'S knowledge and experience in providing the requested technical services?

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

5. How would you rate the COMPANY'S ability to identify and recommend resolutions to problems or issues?

- Identified and recommended quickly (Score 10 points)
- Identified and recommended slowly (Score 8 points)
- Identified but not recommended (Score 5 points)
- Were ignored (Score -0 points)

6. How would you rate the overall quality of the COMPANY'S technical services?

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

7. Do you recall the name(s) of the COMPANY'S employees who performed services under your contract? If so, please provide names below.

Comment: \_\_\_\_\_

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8. Overall Performance: On a scale of 0 to 10, how would you rate the COMPANY'S OVERALL PERFORMANCE? (Score based upon # of points – 10 points max)

- Excellent (Score 10 points)
- Very Good (Score 8 points)
- Good (Score 5 points)
- Poor (Score 0 points)

9. Would you enter into a contract with this COMPANY again? If not, why?

Comment: \_\_\_\_\_

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10. Are you aware of any other company or organization this COMPANY has done work for? If so, do you have a contact name and phone number?

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Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Other contact information: \_\_\_\_\_

11. Do you have any additional comments that might assist us in evaluating the Bidder's past performance?

Comment: \_\_\_\_\_

**PLEASE RETURN COMPLETED QUESTIONNAIRE BY EMAIL**

ON or BEFORE 5:00 PM ChST  
on **April 16, 2021** to [procurement@visitguam.org](mailto:procurement@visitguam.org).

**Thank you for your cooperation.**