



**REQUEST FOR PROPOSAL**

**TOUR GUIDE INSPECTOR SERVICES**

**GVB RFP NO. 2018-005**

GUAM VISITORS BUREAU REQUEST FOR PROPOSAL	
RFP Number: <b>GVB RFP NO. 2018-005</b>	RFP Title: <b>TOUR GUIDE INSPECTOR SERVICES</b>
RFP Due Date and Time: <b>September 4, 2018 – 5:00 p.m. ChST</b>	Number of Pages: 41; 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: August 13, 2018
Mr. Jon Nathan Denight President & 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 <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:  <b>TOUR GUIDE INSPECTOR SERVICES</b> RFP Number: GVB RFP 2018-005 RFP Due Date: September 4, 2018; 5pm ChST
	SPECIAL INSTRUCTIONS:  Mark " <b>Confidential RFP Document</b> " 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](http://www.guamvisitorsbureau.com) to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your RFP response.
9.  **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10.  **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late proposal responses are **never** accepted.

*This checklist is provided for assistance only and should not be submitted with the Offeror's Response.*

## SCHEDULE OF EVENTS

### TOUR GUIDE INSPECTOR SERVICES GVB RFP 2018-005

<u>DATE</u>	<u>EVENT</u>
August 13, 2018 (MON)	RFP Issue Date/Public Announcement RFP packets available at GVB website or GVB office at 401 Pale San Vitores, Road, Tumon.
August 17, 2018 (FRI)	5:00 p.m. Deadline to submit written questions
September 4, 2018 (TUE)	5:00 p.m. RFP response/submission deadline

## TOUR GUIDE INSPECTOR SERVICES

The Guam Visitors Bureau (GVB), a public, non-stock, non-profit membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from a qualified firm or individual (“Offeror”) to provide **TOUR GUIDE INSPECTOR SERVICES** pursuant to Public Laws 23-136 and 24-106.

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 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](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 the GVB Management or Staff, Board Member, or any person participating in the selection process is prohibited.

If you are interested, please submit your proposal by no later than 5:00 p.m. (Chamorro Standard Time) on Tuesday, September 4, 2018.

**/s/ JON NATHAN DENIGHT**  
President and CEO

## **SECTION 1**

## **REQUEST FOR PROPOSALS OVERVIEW**

### **1.0 Intent & Creative Brief**

The Guam Visitors Bureau (GVB), a Guam non-stock, non-profit, membership corporation, issues this Request for Proposal (“RFP”) soliciting proposals from a qualified firm or individual (“Offeror”) to provide TOUR GUIDE INSPECTOR SERVICES. The Guam Visitors Bureau has a vested interest in protecting the quality of tour guide services and public park facilities available to our island’s visitors and residents. Public Law 23-136 requires certification and training of all individuals operating as tour guides. Pursuant to this law, GVB is mandated to regulate and enforce the certification of tour guide employees and licenses of tour companies. GVB is also responsible for issuing ID badges to operators upon completion of the respective certification program at the Guam Community College. The role of the GVB Tour Guide Inspector (TGI) is to monitor tour guide operators as to their compliance with Public Law 23-136 and Public Law 24-106 (Rules and Regulations governing the certification of tour guides and licensing of tour operator business.)

### **1.1 Scope of Work**

#### **Primary Responsibilities**

This is a full-time position, working no more than 40 hours per week or 160 hours per month, and requires primarily daytime hours with some weekend/evening hours. The position reports directly to the Tourism Industry Relations Officer and requires that priority is placed in facilitation of the Tour Guide Program, Park and Facilities Inspection, and GVB Marketing and Community Programs as indicated below.

#### **A. Tour Guide Program**

- (1) The TGI shall oversee and enforce Tour Guide Rules and Regulations pursuant to Public Law 23-136 and conduct periodic inspection of all tour guide individuals to ensure that they are duly certified.
- (2) The TGI shall issue tour guide certification badges to individuals who complete training and certification at the Guam Community College, as well as to those who renew their badges each June of the calendar year.
- (3) The TGI shall conduct site inspections of visitor facilities, at least one time each week, and report in writing any and all adverse findings to the Tourism Industry Relations Officer and the Vice President or President and CEO.

#### **B. Park and Facilities Inspection**

- (1) The TGI shall inspect those park facilities that are heavily visited by the tourists at least once a week and report in writing any findings to the Tourism Industry Relations Officer and the Vice President or President and CEO.

#### **C. GVB Marketing and Community Programs**



- (1) Contractor may be requested to provide logistical support and manpower including delivery and pick up of material and supplies, inventory and maintenance of GVB warehouse, transportation and other routine clerical work necessary for the smooth operation of GVB.

## **Secondary Responsibilities**

Any other duties assigned by the President and CEO, Vice President, Tourism Industry Relations Officer or their representative.

### **1.2 RFP Process**

It is in the best interest of the Offeror to register online at [www.guamvisitorsbureau.com.news.rfps](http://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](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 bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit a response to this request for proposal and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The right is reserved to reject any or all proposals or bids, waive any imperfection in the bid proposal or cancel this solicitation all according to law in the interest of GVB. Offerors are to rely, for information regarding this RFP, on the RFP itself and information provided by the President & CEO as indicated in the introduction to this RFP. GVB is not responsible for any misinformation received from other sources.

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

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

### 1.3 RFP Submission Criteria

- A. Each Offeror shall submit six (6) complete sets of the proposal: one (1) marked "ORIGINAL" and five (5) marked "COPY".
- B. An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal. Submittals will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to contractually bind the Offeror.
- C. Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.
- D. Offeror must designate those portions of their proposal, if any, they believe contain trade secrets or proprietary data which Offeror wants to keep confidential.
- E. Offeror must organize proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Offeror's response to a specific subsection, the Offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement: **"(Offeror's Name) understands and will comply."**

### 1.4 Requests for Clarification

- A. It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained in the RFP. Any inquiry regarding this solicitation must be made in writing and in accordance with the requirements of this RFP. To be considered, inquiries must be addressed to GVB's point of contact set forth above.
- B. GVB will issue responses to inquiries in writing prior to the date on which proposals are due. GVB will email, airmail, and post on the GVB website said responses to each person recorded as having been furnished with a copy of this RFP, and prospective Offerors are responsible for ensuring that they receive all such responses. To ascertain whether GVB issued such responses with respect to this RFP, prospective Offerors may contact GVB's point of contact as set forth above.
- C. Prospective offers and Offerors should not rely on any representations, statements, or clarifications not made in this RFP or in a formal GVB response. GVB will not be responsible for any oral representation(s) given by any employee, representative, or other individual. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can

be given.

- D. Prospective Offerors are advised that, from the date of issuance of this RFP until the award of any contract, they are not permitted to contact GVB Board of Directors or employees, and/or the Selection Committee related to this solicitation, except for GVB's designated point of contact as set forth above. Offerors who violate this requirement will be disqualified.

### **1.5 Schedule of Events**

Offerors must abide by the Schedule of Events as indicated on page 6 of this RFP.

### **1.6 RFP Closing Date**

Proposals shall be submitted to GVB no later than **5:00 p.m. Chamorro (Guam) Standard time, September 4, 2018 (Tuesday)** at 401 Pale San Vitores Road, Tumon, Guam, 96913. Proposals received after this date and time will not be considered.

### **1.7 Delivery of Proposals (FACSIMILE AND E-MAIL OF PROPOSALS WILL NOT BE ACCEPTED)**

All proposals shall be sealed and delivered or mailed to:

ATTN: MR. JON NATHAN DENIGHT  
President & CEO  
Guam Visitors Bureau  
401 Pale San Vitores Road  
Tumon, Guam 96913

### **Mark package(s):**

**YOUR COMPANY NAME**  
SUBMISSION IN RESPONSE TO  
GVB RFP NO. 2018-005  
TOUR GUIDE INSPECTOR SERVICES  
**CONFIDENTIAL DOCUMENT ENCLOSED**

**Note:** Please ensure that if a third-party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that it is properly instructed to deliver your proposal only to GVB at the address noted above and that the COVER of the package clearly identifies your company name and solicitation number and title. To be considered, a proposal must be received and accepted by GVB before the RFP closing date and time.

### **1.8 Offeror's Responsibilities**

An Offeror, by submitting a proposal, represents that:

- A. The Offeror has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;

- B. The Offeror possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to GVB, and;
- C. Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ensure that they can comply with the requirements affecting the full performance of the contract and to verify any representations made by GVB upon which the Offeror will rely. If the Offeror receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Offeror for additional compensation or relief.

### **1.9 Conflict of Interest**

All Offerors shall complete and have notarized the attached disclosure form of any potential conflict of interest that an Offeror may have due to ownership, other clients, contracts, or interests associated with this RFP. (**NOTE:** Required Affidavits are provided in this RFP.)

### **1.10 Certificates**

GVB reserves the right to require proof that the Offeror is an established business and is abiding by the regulations and laws of Guam, such as but not limited to occupational licenses and business licenses.

Offeror shall attach a copy of its business license. Offeror shall include all current licenses, certifications, and any additional documentation that illustrates the Offeror's qualifications to perform the services specified in this RFP.

### **1.11 Presentations by Offerors**

GVB at its sole discretion may ask individual Offerors to make oral presentations and/or demonstrations without charge to GVB.

GVB reserves the right to require any Offeror to demonstrate to the satisfaction of GVB that the Offeror has the requisite ability to properly furnish the services and requirements of this RFP. The demonstration must satisfy GVB and GVB shall be the sole judge of compliance.

Offerors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### **1.12 Award**

GVB reserves the right to award the contract to the Offeror that GVB deems to be the best qualified.

In addition, GVB at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the

identical or revised specifications, if it is deemed to be in the territory of Guam's best interest to do so.

This RFP does not commit GVB to award a contract. GVB shall not be responsible for any cost or expense, which may be incurred by the Offeror in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Offeror prior to the execution of a contract.

### **1.13 Records and Right to Audit**

The Offeror shall maintain such financial records and other records as may be prescribed by GVB or by applicable federal and local laws, rules, and regulations.

### **1.14 Offeror's Personnel**

**A.** The Offeror shall comply with all:

1. Local laws, regulations, and labor union agreements governing work hours; and
2. Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

**B.** The Offeror shall indemnify and hold GVB harmless from all claims arising out of the requirements of this provision. This indemnity includes the Offeror's obligation to defend and/or resolve, without cost to GVB, any claims or litigation concerning allegations that the Offeror or GVB, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by the contract.

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

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

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

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

shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the contract.

### **1.16 Independent Contractor Relationship**

Offeror shall provide the services required herein strictly under a contractual relationship with GVB and is not, nor shall be, construed to be an agent or employee of GVB. As an independent contractor, the Offeror shall pay any and all applicable taxes required by law and shall comply with all pertinent federal and local statutes. Benefits for Offeror, its employees and subcontractors shall be the sole responsibility of the Offeror including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and workers and unemployment compensation.

The Offeror shall hire, compensate, supervise, and terminate members of its work force, and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The Offeror shall not be provided special space, facilities, or equipment by GVB to perform any of the duties required by the contract nor shall GVB pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work, the successful Offeror will be required to sign a written contract incorporating the specifications and terms of the RFP and the response thereto. The initial contract term will commence upon the execution of the Agreement through September 30, 2018, the end of FY2018, with three one-year options to renew. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore.

Upon expiration of the final contract term, the President & CEO may have the option to extend contract for a period not to exceed [90 days] from the ending term date, or until such time GVB is able to secure a new contract.

### **1.17 Assignment/Subcontract**

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

### **1.18 Governing Laws**

Except to the extent federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of the RFP and any contract resulting from this RFP. Venue of any court action shall be in Guam. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective

rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

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

### **1.19 Indemnification of GVB**

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

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

GVB shall have the power to make changes in the contract as the result of changes in law and to impose new rules and regulations on the Offeror under the contract relative to the scope and methods of providing services as shall, from time-to-time, be necessary and desirable for the public welfare. GVB shall give the Offeror notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Offeror. In the event of any future change in federal or Guam laws, GVB materially alters the obligations of the Offeror, or the benefits to GVB, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Offeror, then the Offeror or GVB shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. GVB and the Offeror agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, GVB and the Offeror shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Offeror directly and demonstrably due to any modification in the contract under this clause.

### **1.21 Force Majeure**

GVB and the Offeror will exercise every reasonable effort to meet their respective obligations as outlined in the RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation

problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

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

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

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

The Offeror determined to be best qualified will be notified to submit to GVB, at a time specified by GVB and prior to commencement of negotiations, their fee to perform the required services.

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

### **2.0 Evaluation Process**

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

#### **2.1 Evaluation Committee**

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

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

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

- A. 50 points. Qualifications & Experience:** All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:



- A.1. Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document;
- A.2. Identify the team members and any other key staff personnel to be involved in this project;
- A.3. Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated;
- A.4. Provide the name and resume of the person or persons who will perform services pursuant to this RFP;
- A.5. Include resumes of the principals, key staff, and any other employees who will be directly involved in performing the work.

**B. 5 points. Demonstrated Capability and Capacity to Respond.**

- B.1. Prospective offerors must demonstrate that they possess the capacity and capability to respond to the broad range of projects, challenges and opportunities that need innovative solutions.
- B.2. Include a minimum of three (3) examples of similar successful projects to include but not limited to Project Name, Project Summary, Place, Name of the Organization your firm provided the work to and at least one (1) photo of the final product.

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

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

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

**D. 40 points. Plan of Performance – Approach & Strategy**

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

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

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

**2.3 Investigation and Rejection**

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

<b>SECTION III</b>	<b>INSTRUCTIONS TO OFFERORS</b>
--------------------	---------------------------------

**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.

\* \* \* INTENTIONALLY LEFT BLANK \* \* \*

**APPENDIX A  
GVB RFP 2018-005**

**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 \_\_\_\_\_ )  
GUAM ) ss

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 NO GRATUITIES or KICKBACKS**

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

\_\_\_\_\_ [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, not any of the offeror's officers representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback gratuity or offer of employment in connection with the offeror's proposal.

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

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

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

\_\_\_\_\_  
 Notary Public

My Commission Expires \_\_\_\_\_

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



**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**

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

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

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

## APPENDIX B

### Public Law 24-106 (24 Oct 1997)

#### Rules & Regulations Governing the Certification of Tour Guides and Licensing of Tour Operator Business

Section 3201	Purpose of Regulations
Section 3202	Scope of Procedure
Section 3203	Definitions
Section 3204	Certification of Eligibility for Independent Tour Guides and Independent Tour Operator
Section 3205	The Tour Guide Badge
Section 3206	Requirement for Tour Guides
Section 3207	Official Tour Guide Badge
Section 3208	Condition of Issuance
Section 3209	Fee
Section 3210	Denial
Section 3211	Term/Renewal Application
Section 3212	Grounds for Cancellation of Accreditation
Section 3213	Compliance to Rules
Section 3214	Violations
Section 3215	Notice of Intention
Section 3216	Notice of Action
Section 3217	Revoked Certification or Accreditation
Section 3218	Employer's Responsibilities
Section 3219	Authorized Agents
Section 3220	Notice
Section 3221	Rules of Conduct for Tour Guides
Section 3222	Severability

#### **Section 3201. Purpose of Regulations.**

Pursuant to the provisions of Public Law 23-136, the Guam Visitors Bureau ("GVB") is required to adopt rules, codes of conduct, and regulations establishing a due process procedure within the GVB for tour guide accreditation and enforcement of standards of conduct and professionalism of tour guides and tour operator businesses.

#### **Section 3202. Scope of Procedures.**

These procedures shall govern actions taken by GVB or by agents or other entities acting on behalf of GVB (collectively referred to as "GVB" unless the context requires otherwise) in certifying, accrediting, and enforcing of standards of conduct as established by GVB for tour guides and tour businesses. These procedures shall govern the administration of Section 3201 necessary for the accreditation of tour guides.

**Section 3203. Definitions:** For the purpose of this section, and unless required by context, the following terms shall have the following definitions:

- (a) **“GVB”** means the Guam Visitors Bureau.
- (b) **“Person”** means the individual, trust, an estate, a partnership, an association, a company or a corporation.
- (c) **“Day”** means a calendar day.
- (d) **“Tour Operator”** means any person or entity, which may either be a single proprietorship, partnership or corporation regularly engaged in business of extending to individuals or groups, such services that pertain to arrangements and bookings for transportation and/or accommodations, handling and/or conduct of inbound and optional tours whether or not for a fee, commission, or any form of compensation.
- (e) **“Tour Guide”** shall mean any individual who, for a fee, commission, or any form of lawful remuneration, undertakes to guide, direct, lead or conduct tours while undertaking such duties explains to or informs tourists of the history and culture; directs tourists to scenic, cultural or historic sites; or conduct shopping tours on Guam.
- (f) **“Accredited”** means any individual that has satisfied all GVB requirements to engage in business as a guide and has been issued a tour guide badge by GVB.
- (g) **“On Duty”** means an accredited tour guide that is in the process of guiding an individual or group of tourists or visitors or performing duties as directed by the tour operator.
- (h) **“Tourist”** means any visitor or group visiting Guam for pleasure or business.
- (i) **“Land Transport Operator”** means a person or entity which may either be a single proprietorship or corporation, regularly engaged in providing transportation services for tourists and charter or regular run for a fee or lawful consideration.
- (j) **“Tour Guide Badge”** means a badge provided by GVB to an accredited tour guide for purposes of identification and certification.
- (k) **“Independent”** means an individual or entity having a contractual relationship with a tour operator or land transport operator.

**Section 3204. Certification of Eligibility for Independent Tour Guides and Independent Tour Operators.**

All persons engaging in business as an independent tour guide and/or independent tour operator must obtain a certificate of accreditation issued by GVB to be submitted with the application or renewal of a business license to the Department of Revenue and Taxation. Independent tour guides must comply with all requirements promulgated in Section 3205.

**Section 3205. The Tour Guide Badge.**

- (a) A non-transferrable tour guide badge (“badge”) shall be issued to an applicant who has successfully completed the required training and testing for certification and has met all documentation requirements of the GVB. This badge is valid only for one calendar year or as determined by GVB.

- (b) A provisional badge is not to exceed seven (7) working days and shall be issued to companies to handle special groups, such as cruise ship passengers or chartered air passengers. Any GVB certified tour company applying for a provisional badge shall substantiate the unavailability of certified tour guides by submitting written justification for its request and provide a list of names to which provisional badges will be issued. Provisional badges will be issued to the tour company on a case-by-case basis and as determined by GVB. Provisional badges may not be issued to an individual more than three (3) times during the same calendar without prior approval of GVB.

**Section 3206. Requirement for Tour Guides.**

- (a) An applicant for accreditation as a tour guide shall submit the following:
- a. Proof that the applicant has attended and successfully completed and passed such courses of training and such tests of proficiency duly conducted by GVB or other agencies duly authorized by GVB to conduct seminars or classes;
  - b. In the case of alien applicants, show proof of a valid working visa;
  - c. Such other documents that GVB may require from time to time.
- (b) An accredited tour guide must be issued a valid non-transferable tour guide badge by GVB before he or she can conduct tours. The tour guide shall, at all times, conspicuously display the tour guide badge on his or her person while on duty.
- (c) An accredited tour guide, while under the full time employ of a land transport operator or tour operator at the time of application or renewal of a tour guide badge, must provide to GVB proof of employment. When the tour guide terminates employment or ceases to perform functions of a tour guide, the employee shall surrender to their employer the tour guide badge. The employer shall return it to GVB within fifteen (15) days of such occurrence.

**Section 3207. Official Tour Guide Badge.**

A certification badge shall be issued indicating therein, the language(s) which the individual is certified to communicate in as a tour guide.

**Section 3208. Condition of Issuance.**

Applicant shall be required to pass such tests of proficiency conducted by the GVB. Persons who fail the proficiency test shall be required to retake the training course.

**Section 3209. Fee.** Fees established by the GVB shall be payable at the time of application and issuance of a tour guide badge. Fees for applications, temporary badges, tour guide badges, provisional badges and renewals thereof, shall be determined by GVB.

**Section 3210. Denial.** The GVB shall notify an applicant by mail specifying the reason for its refusal. The applicant in writing may, within twenty (20) days of the date of receipt of such notice, appeal to GVB or its designated review panel.

**Section 3211. Term/Renewal Application.** A tour guide accreditation shall be in force from the date of issuance for three (3) years unless previously revoked or suspended. In no event

shall a new examination be required until three (3) years have elapsed from the date of certification issuance. Upon application for renewal of the tour guide badge, the GVB may require applicant to attend a tour guide refresher course before the badge is renewed.

**Section 3212. Grounds for Cancellation of Accreditation.**

Any of the following acts or omissions shall be sufficient grounds for demanding surrender of the tour guide badge and for the cancellation of accreditation:

- (a) Failure to maintain the standards and requirements for accreditation prescribed under these rules;
- (b) Making any false declaration or statement or using such declaration or statement or any document containing the same, or committing fraud or any act of misrepresentation for the purpose of obtaining or granting of accreditation;
- (c) Promoting, facilitating, or conducting activities constituting touting or prostitution;
- (d) Receiving or soliciting any remuneration from any person or entity, unless specifically authorized by the tour operator they are employed with or hired by;
- (e) Conducting any tour in any language except in the language(s) which the tour guide has been approved by GVB;
- (f) Any other act or omission that works against the interest of the island's travel and visitor industry.

**Section 3213. Compliance to Rules.**

A certified tour guide shall comply with all the conditions set out in the Rules and Regulations for Tour Guides and Rules of Conduct for Tour Guides.

A citation will be issued to a tour guide or tour operator who is found in violation of any of the Rules and Regulations.

**Section 3214. Violations.**

GVB may refuse to renew or may recommend the revocation or suspension of the certification of any tour operator or accreditation of a tour guide for a period not to exceed one(1) year for violation of any of the promulgated tour operator or tour guide Rules and Regulations or the Standards of Conduct. Eligibility for re-application, or in the case of a failure to renew, will not occur until a year has elapsed from the date of revocation or suspension or as determined by the GVB.

- (a) Misrepresentation by attempts of false certification by any person or entity, which may be either a single proprietorship, partnership or corporation, shall be punishable by a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Five Thousand Dollars (\$5,000.00) for the first offense, and the fines for subsequent offenses shall not be less than Five Thousand Dollars (\$5,000.00) nor greater than Ten Thousand Dollars (\$10,000.00).
- (b) Any person or entity which may either be a single proprietorship, partnership or corporation, who knowingly employs a tour guide who is not properly accredited, shall be punishable by a fine of no less than One Thousand Dollars (\$1,000.00) nor more than Five Thousand Dollars (\$5,000.00) for the first offense, and the fines for subsequent offenses shall not be less than Five Thousand Dollars (\$5,000.00) nor greater than Ten Thousand Dollars (\$10,000.00).

- (c) An accredited tour guide and/or certified tour operator who have complaint(s) about their unprofessional conduct or actions received by GVB will be investigated. If, through GVB's investigation, it is determined that the complaint be true and justified, GVB may suspend or revoke his or her certification and/or accreditation. GVB, in writing, will notify the Department of Revenue and Taxation of GVB's actions for the revocation or suspension of their business license, as applicable.

**Section 3215. Notice of Intention.** Before recommending the revocation or suspension of any certification or accreditation, GVB shall give, in writing, its intention to revoke or suspend. The notice shall specify a date, not less than thirty (30) days after the date of the notice, a time and location of hearing at which the person concerned may show cause, to the review panel or Board of Directors of the GVB, why his certification should not be revoked or suspended.

**Section 3216. Notice of Action.** GVB shall notify the person or entity concerned by written notice of the revocation or suspension. A copy of the notice of action shall be forwarded to the Department of Revenue and Taxation, Government of Guam.

**Section 3217. Revoked Certification or Accreditation.**

Where a certification and/or accreditation has been revoked or suspended, the person or tour operator concerned shall, within ten (10) days after notification, return the official badge to the GVB.

**Section 3218. Employer's Responsibilities.** No person shall employ any individual to act as a tour guide who is not accredited and the holder of an official tour guide badge. On a form provided, employers are required to provide GVB with a listing of all tour guides under its employ on a quarterly basis.

**Section 3219. Authorized Agents.** All notices of violations may be issued by any person duly authorized by GVB. A duly authorized person shall enforce all the tour guide Rules and Regulations and issue notices of violation to tour guides or tour operators committing such violations.

**Section 3220. Notice.** Every notice to be given or served on any person or entity:

- (a) Shall be in writing and shall be dispatched to the person by any reasonable manner including, but not limited to, first class, certified, or registered mail, or by personal delivery or service.
- (b) GVB shall be deemed to have made a reasonable attempt to notify the person it uses the most recent address information provided on the application for certification or accreditation.
- (c) The notice shall be in conformance with the Administrative Adjudication Act and shall inform the person:
  - (1) That GVB intends to refer the person's license or certification to the Department of Revenue and Taxation for revocation or suspension;
  - (2) That the person shall, within fifteen (15) days after the date of notice, file with GVB a notice of defense in which he may request a hearing. The hearing shall be in conformance with the Administrative Adjudication Act;

- (3) That such notice or defense and request for hearing must be in writing and must be received by GVB no later than fifteen (15) days after the date of notice;
- (4) That GVB will consider any evidence presented by such person before it makes a decision whether to refer the person's license or certification to the Department of Revenue and Taxation for revocation or suspension;
- (5) That if the person desires to discuss such evidence in person or by telephone at a hearing to be conducted by GVB, such request must be received in writing by GVB no later than fifteen (15) days after the date of notice; and
- (6) That if the person does not submit any evidence in writing to GVB within fifteen (15) days after the date of notice, GVB will make a decision whether the license or certification shall be referred to the Department of Revenue and Taxation for revocation or suspension.

**Section 3221. Rules of Conduct for Tour Guides.**

- (a)
- (b)
- (c)
- (d)

**Section 3222. Severability.**

If any part of these regulations is for any reason declared to be invalid by a court of law, the remaining regulations under this Chapter shall not be affected thereby, and shall remain valid and enforceable.



**FORM 1**

**CONTACT FOR CONTRACT NEGOTIATION**

RFP NUMBER: GVB RFP 2018-1

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	