



DIPATAMENTON I KAOGAO GUINAHAN CHAMORRO  
DEPARTMENT OF CHAMORRO AFFAIRS



Honorable Edward J.B. Calvo  
Governor of Guam

Joseph Artero-Cameron  
President, DCA

Raymond S.Tenorio  
Lieutenant Governor of Guam



GUAM MUSEUM



GUAM  
MUSEUM  
FOUNDATION  
INSURITY BRACII



## REQUEST FOR PROPOSAL (RFP)

**RFP NO.:** RFP/DCA2015-008  
**FOR:** Management Services for the Operations and Maintenance of the  
Guam and Chamorro Educational Facility (New Guam Museum)

**RFP SUBMISSION DATE:** October 30, 2015  
**TIME:** 4:00 P.M.  
**PLACE:** DEPARTMENT OF CHAMORRO AFFAIRS,  
TERLAJE PROFESSIONAL BUILDING, 1<sup>ST</sup> FLOOR,  
194 HERNAN CORTEZ AVE., HAGÁTÑA, GUAM 96932

A non-refundable fee of \$25.00 per RFP package will be assessed.  
Certified Check, Cashier's Check or Cash will be accepted.  
No personal or company checks.

/S/ JOSEPH ARTERO-CAMERON  
President

"Department of Chamorro Affairs is an Equal Opportunity Provider and Employer"

Terlaje Professional Building • 1st Floor 194 Hernan Cortez Avenue Hagåtña, Guam 96910

P.O. Box 2950 Hagåtña, Guam 96932 • Phone: (671) 475-4278/9 • Fax: (671) 475-4227

**DEPARTMENT OF CHAMORRO AFFAIRS  
REQUEST FOR PROPOSAL NO. 15-008  
MANAGEMENT SERVICES FOR THE OPERATION AND MAINTENANCE OF THE GUAM AND  
CHAMORRO EDUCATIONAL FACILITY (NEW GUAM MUSEUM)**

**RFP Issue Date: October 1, 2015**

**Number of Pages: 37 (Excluding attachments)**

**Proposal Due Date and Time:  
October 30, 2015  
4:00 p.m., Chamorro Standard Time**

**ISSUING AGENCY INFORMATION**

Department of Chamorro Affairs  
Josepb Artero Cameron, President  
Terlaje Professional Building  
1<sup>st</sup> Floor 194 Hernan Cortez Ave.  
Hagatna, Guam 96910  
Phone: (671) 475-4278/80  
Fax: (671) 475-4227  
Website: <http://www.dca.guam.gov>

**Administrative Services Officer / Single Point of Contact:**

Juanita Quintanilla  
Department of Chamorro Affairs  
Terlaje Professional Building  
1<sup>st</sup> Floor 194 Hernan Cortez Ave.  
Hagatna, Guam 96910  
Phone: (671) 475-4278/79  
Fax: (671) 475-4227  
Email Address: [juanita.quintanilla@dca.guam.gov](mailto:juanita.quintanilla@dca.guam.gov)

**INSTRUCTIONS TO OFFERORS**

**Return Proposal to:**  
Juanita Quintanilla  
Department of Chamorro Affairs  
Terlaje Professional Building  
1<sup>st</sup> Floor 194 Hernan Cortez Ave.  
Hagatna, Guam 96910

**Mark Face of Envelope/Package:**  
RFP Number: RFP-15-008  
RFP Title: Management Services for the Operations  
and Maintenance of the Guam and Chamorro  
Educational Facility (New Guam Museum)  
Proposal Due Date: October 30, 2015, 4:00 p.m.  
(Chamorro Standard Time)

**OFFERORS MUST COMPLETE THE FOLLOWING**

**Offeror Name/Point of Contact/Address:**

**Authorized Offeror Signatory:**

(Please print name and sign in ink)

**Offeror Phone Number:**

**Offeror FAX Number:**

**Offeror Federal I.D. Number:**

**Offeror E-mail Address:**

**OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR PROPOSALS**

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## OFFEROR'S CHECKLIST

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

### The 10 Most Critical Things to Keep in Mind When Responding to this RFP

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; Schedule of Events; form of proposals; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
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 DCA of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and review the answers given, which will be in the form of an addendum to the RFP.
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.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume DCA will know what your company or organization's capabilities are or what items/services you can provide, even if you have previously contracted with DCA. The proposals are evaluated based solely on the information and materials provided in your proposal.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, Non-collusion Affidavit form, etc.
8. \_\_\_\_\_ **Check DCA's website for RFP addenda.** Before submitting your proposal, check DCA's website at [www.dca.guam.gov](http://www.dca.guam.gov) 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 proposal.
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.

**SECTION 1: SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>RFP Issue Date</b>	October 1, 2015
<b>Deadline for Receipt of Written Questions</b>	October 7, 2015 4:00 p.m. (Chamorro Standard Time)
<b>Issuance of Answers to Written Questions</b>	October 9, 2015
<b>Pre-proposal Conference</b>	None scheduled at this time.
<b>Proposal Due Date</b>	October 30, 2015 4:00 p.m. (Chamorro Standard Time)

## **SECTION 2: PROJECT OVERVIEW AND INSTRUCTIONS**

### **2.0 PROJECT OVERVIEW**

The Department of Chamorro Affairs (DCA) is issuing a Request for Proposals (RFP) for experienced firms or organizations that are interested in managing, operating and maintaining the Guam and Chamorro Educational Facility, or better known as the New Guam Museum. Guam's Department of Chamorro Affairs has oversight responsibility for the completed facility. DCA administers the Division of Guam Museum, which is currently doing business as the Guam and Chamorro Educational Facility. DCA was created in 1999 through Guam Public Law 25-69 as a public authority of the Government of Guam to implement an integrated program for the preservation, development and promotion of the Chamorro Heritage of Guam, for the public benefit and to provide specific services to the Chamorro people of Guam. DCA has been an integral component in the promotion of the Chamorro culture and represents a unique effort in government to bring together cultural programs, agencies and divisions within government that have a shared vision.

With this Request for Proposal (RFP), the Department of Chamorro Affairs invites firms and organizations with relevant experience, to submit proposals for the management, operation and maintenance of the Guam and Chamorro Educational Facility. The successful offeror will enter into a negotiated agreement with DCA as an independent contractor.

### **2.1 REQUEST FOR PROPOSAL**

**2.1.1. Availability.** This Request for Proposal ("RFP") is available for download from DCA's website at [www.dca.guam.gov](http://www.dca.guam.gov) and public inspection at DCA's Office located at the Terlaje Professional Building, 1st Floor 194 Hernan Cortez Ave. Hagatna, Guam, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. A copy of the RFP may be picked up at the DCA office or mailed or e-mailed to a prospective offeror by DCA upon receipt of payment of a non-refundable fee of Fifty U. S. Dollars (\$50.00) payable in cash, or by cashier's or certified check payable to the Department of Chamorro Affairs. Upon obtaining this RFP through any means, prospective offerors must complete the Acknowledgement of Receipt Form set forth as an Attachment to this RFP and return the completed form to DCA in order to receive any addenda or other notices related to this RFP. Failure by prospective offerors to submit the Acknowledgement of Receipt Form to DCA may result in the prospective offeror not receiving notices from DCA regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

**2.1.2. Amendments.** DCA reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addendum to this RFP and shall be identified as such. The amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have submitted the Acknowledgement of Receipt Form to DCA and shall also be made available on DCA's website. All prospective offerors who have submitted the Acknowledgement of Receipt Form to DCA must acknowledge receipt of all amendments or addenda issued.

### **2.2 RESERVED**

### **2.3 PRE-PROPOSAL QUESTIONS AND CONFERENCE**

**2.3.1 Pre-Proposal Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the procurement officer referenced

above on or before the deadline set forth in the Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

**2.3.2 DCA's Answers.** DCA will provide an official written answer by the date set forth in the Schedule of Events to all questions received by the stated due date. DCA's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the DCA. Any written addendum will be forwarded to all entities or individuals who have picked-up an RFP and submitted an Acknowledgement of Receipt Form by the date of issuance of DCA's answers. Offerors must sign and return all addenda with their proposals.

**2.3.3 Pre-proposal Conferences.** Pre-proposal conferences will be permitted anytime prior to the deadline for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. Notice of any pre-proposal conference will be provided to all entities or individuals who have picked-up an RFP and submitted an Acknowledgement of Receipt Form. DCA will notify all offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

## **2.4 PROPOSALS**

**2.4.1. General.** Proposals must be in writing, signed in ink, and prepared as described in **Section 6**. Offerors must clearly mark one proposal as "ORIGINAL" and provide seven (7) hard copies and one (1) electronic copy (in .pdf format) on a CD. The original and copies must be placed in a sealed envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by DCA as being non-compliant.

**2.4.2. Multiple Proposals.** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

**2.4.3. Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

**2.4.4. No Late Proposals.** Proposals must be received at the receptionist's desk of DCA by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

**2.4.5. DCA Not Responsible for Preparation Costs.** The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by DCA shall be at the sole cost and expense of the offeror. DCA is not liable for any expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

**2.4.6. All Timely Submitted Materials Become DCA Property.** All materials submitted in response to this RFP become the property of DCA and shall be appended to any formal documentation, which would further define or expand any contractual relationship between DCA and offeror resulting from this RFP process.

**2.4.7. Rejection of Proposals.** Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of DCA or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

## **2.5 DISCUSSIONS AND EVALUATION**

**2.5.1. Evaluation Committee.** Upon opening the proposals received in response to this RFP, the President of DCA will establish an evaluation committee which will include representatives from the Department of Chamorro Affairs (hereinafter referred to as "DCA") and other government of Guam agencies and stakeholders as necessary, to hold any necessary discussions with offerors and to review and evaluate all timely proposals received.

**2.5.2. Discussions.** In accordance with the Guam Procurement Regulations, the evaluation committee may conduct discussions with any offeror. The purposes of such discussions shall be to (1) determine in greater detail the 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. The discussions may be video or tape-recorded. At least one key offeror representative must be present for such discussions. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing offerors.

**2.5.3. Evaluation of Proposals.** The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in **Section 5**. The evaluation team may utilize other sources for technical assistance and guidance.

**2.5.4. Selection of the Best Qualified Offerors and Award.** After completion of Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified to provide the required services. The procurement officer will review the ranking to ensure its compliance with the RFP process and evaluation criteria before presenting the evaluation committee's ranking to the DCA President and/or such other entities that may be required for approval. Once approved, DCA shall negotiate a professional services agreement with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable. If compensation, contract requirements, and contract documents are agreed upon with the best qualified offeror, a recommendation will be made to the DCA Board of Trustees and/or such other entities that may be required for award to that offeror. If negotiations fail with the best qualified offeror, DCA may enter into negotiations with the next qualified offeror, and so on, as provided in the Guam Procurement Regulations.

## **2.6 CONTRACT**

**2.6.1. Management Services Agreement.** A Management Services Agreement will be entered into between the firm or organization selected and DCA which will identify all of the services to be provided under the agreement.

**2.6.2. Term of Contract.** The term of the contract for management services shall be for a period of two (2) years with one three-year option to extend at the discretion of DCA. The services of the firm or organization shall at all times be subject to termination at the discretion of DCA and/or such other entities that may be required. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds therefore. The contract shall provide that, in the event funds are not available for any succeeding



fiscal period, the remainder of the contract shall be cancelled. Offerors are referred to Section 3121(e) of the Guam Procurement Regulations, the terms of which are incorporated herein.

## **2.7 REQUIRED AFFIDAVITS AND ASSURANCES**

Each offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-6**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

- Disclosure of major shareholders per 5 G.C.A. § 5233 (Attachment A-1). As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) 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 a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, 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.
- Certification of Independent Price Determination per 2 GAR § 3126 (Attachment A-2). By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.
- Representation Regarding Gratuities and Kickbacks per 5 G.C.A. § 5630 (Attachment A-3). **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks**. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment A-4). It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government 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.
- Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment A-5). 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.

- Wage Determination per 5 G.C.A. § 5801 (Attachment A-6). 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.
- Benefits Determination per 5 G.C.A. § 5802 (Attachment A-6). In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any contract to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, 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.

## 2.8 PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

(a) 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.

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties 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 President of said agency be informed of such within twenty-four (24) hours of such conviction.

## **SECTION 3: GENERAL INFORMATION**

### **3.0 AUTHORITY**

This RFP is issued under the authority of the Guam Procurement Act and the Guam Procurement Regulations. The request for proposal process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### **3.1 OFFEROR COMPETITION**

DCA encourages free and open competition among offerors. Whenever possible, DCA will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy DCA's need to procure technically sound, cost-effective services and supplies.

### **3.2 SINGLE POINT OF CONTACT**

From the date this RFP is issued until final award, **offerors shall not communicate with any DCA staff, Board of Trustees or officials regarding this procurement**, except at the direction of Ms. Juanita Quintanilla, Administrative Services Officer in charge of this solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Ms. Juanita Quintanilla  
Administrative Services Officer  
Department of Chamorro Affairs  
Terlaje Professional Building  
1<sup>st</sup> Floor 194 Hernan Cortez Ave.  
Hagatna, Guam 96910  
Phone: (671) 475-4278/79  
Fax: (671) 475-4227  
Email Address: [juanita.quintanilla@dca.guam.gov](mailto:juanita.quintanilla@dca.guam.gov)

### **3.3 SUBCONTRACTORS**

DCA reserves the right to approve all subcontractors. The firms, organization, and/or individuals selected by DCA to provide the services solicited under this RFP shall be responsible to DCA for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and DCA.

### **3.4 TAXES**

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

### **3.5 LICENSING**

Offerors are cautioned that they are subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

### **3.6 RECEIPT/OPENING OF PROPOSALS**

Proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract.

### **3.7 CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE**

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

### **3.8 DETERMINATION OF RESPONSIBILITY**

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

### **3.9 COMPLETENESS OF PROPOSALS**

Selection and award will be based on the information contained in the offeror's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by DCA. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

### **3.10 RESERVED**

### **3.11 FAILURE TO COMPLY WITH INSTRUCTIONS**

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. DCA may also choose to not evaluate, may deem non-responsive, 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.

### **3.12 DCA'S RIGHTS RESERVED**

While DCA has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by DCA to award and execute a contract. Upon a determination such actions would be in its best interest, DCA, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the offeror in accordance with applicable regulations;
- Not award if it is in the best interest of DCA not to proceed with contract execution; or
- If awarded, terminate any contract if DCA determines adequate funds are not available.

### **3.13 NONDISCLOSURE OF DATA**

In accordance with Guam Procurement Regulations § 3114(h)(2), offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, DCA shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, DCA 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 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

### **3.14 DEBARMENT**

The offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If an offeror cannot certify this statement, attach a written explanation for review by DCA.

## SECTION 4: SCOPE OF SERVICES

### 4.1 SCOPE OF SERVICES

At the conclusion of the RFP process, the Department of Chamorro Affairs may enter into a contract for services to operate and maintain the Guam and Chamorro Educational Facility (new Guam Museum) described herein with a selected offeror. The offeror shall be responsible for all day to day operations of the facility and shall operate the new museum at all times in the best public interest and in accordance with the highest professional and ethical standards.

In executing these responsibilities, the selected offeror would be required and expected to perform the following (not all required activities may be listed below):

- Manage day-to-day operations of the new facility.
- Manage, design, operate, equip and maintain the retail store.
- Provide quality service to those visiting the facility, thereby maximizing visitor satisfaction and assuring repeat visitation.
- Endeavor to improve the operation of the new facility with a view towards higher quality of service to visitors, more efficiency, better maintenance, and maximizing financial sustainability without negatively impacting the visitor experience.
- Create professional and efficient operating systems, policies, and procedures in accordance with museum industry best practices in order to obtain eventual accreditation with the American Alliance of Museums.
- Train and closely supervise all employees so that they are aware of and continually practice high standards of service, courtesy, and cleanliness.
- Employ experts on Guam history, Chamorro culture and Chamorro language.
- Retain currently employed Department of Chamorro Affairs personnel involved with the new Guam Museum (Guam and Chamorro Educational Facility).
- Develop an aggressive marketing program to promote the attraction.
- Meet with and provide regular monthly reports to the Department of Chamorro Affairs.
- Work cooperatively with local organizations.
- Receive artifacts and archiving those items into the collection of the museum.
- Maintain exhibits and safeguard the museum collection.
- Abide by all applicable laws pertaining to its operation and secure all licenses, insurance and permits necessary for the operation of the new facility. The operator would be responsible for and pay all operating taxes.
- Develop procurement policies, adhering to applicable laws and regulations.
- Establish a system of internal controls to provide reasonable assurance that the new facility's resources are used in a cost effective and efficient manner. The successful proposer shall keep full and accurate accounting records relating to its activities at the new facility in accordance with generally accepted accounting principles.

- Arrange an external annual audit and report to the Department of Chamorro Affairs Board of Trustees the annual audit findings.
- Respond to the changing needs of visitors to the attraction with recommendations for future physical improvements.
- Apply for any and all federal and nonprofit grant program opportunities in support of the Guam and Chamorro Educational Facility.

## 4.2 INTRODUCTION AND FACILITY INFORMATION

The original Guam Museum was established and operated by the American Legion, Mid-Pacific Post No. 1 in 1932. It was completely destroyed during World War II, with many artifacts dispatched for safe keeping to other museums and private collectors around the world. Without a permanent facility, the museum has faced many obstacles since that time.

In 2005, the Governor of Guam issued an Executive Order that created the Guam Museum Facilities Construction and Cultural Heritage Rehabilitation Task Force, with a mission to coordinate, design and construct a new Guam Museum. In 2006, the initial Guam Museum Financial Feasibility Study was prepared by Knowledge Based Consulting Group for the Guam Visitor Bureau. This feasibility study was updated in 2013.

Public Law 30-179 in 2010 approved the development of the new Guam Museum (Guam and Chamorro Educational Facility). GovGuam issued Hotel Occupancy Tax Revenue Bonds for the purpose of constructing this new facility and other related tourism projects. Up to \$27 million of the 2011 Bond proceeds are appropriated for the acquisition, construction and equipping of the Guam Museum, described as an educational facility that reflects a sense of Guam and the Chamorro culture and will be the permanent home for the preservation and continuance of the Chamorro people. The proposed design includes using a storyline approach to interpret the natural, cultural and social history of Guam. The architectural firm Laguana & Cristobal was awarded the museum architectural and engineering contracts in 2012.

The ground breaking for the Guam Museum occurred in February 2013. There have been construction delays, and the currently planned opening date has yet to be determined. It is anticipated to be in late-2015.

Guam's Department of Chamorro Affairs (DCA) has oversight responsibility for the completed facility. DCA administers the Division of Guam Museum, which is currently doing business as the Guam and Chamorro Educational Facility. DCA was created in 1999 through Guam Public Law 25-69 as a public authority of the Government of Guam to implement an integrated program for the preservation, development and promotion of the Chamorro Heritage of Guam, for the public benefit and to provide specific services to the Chamorro people of Guam. DCA has been an integral component in the promotion of the Chamorro culture and represents a unique effort in government to bring together cultural programs, agencies and divisions within government that have a shared vision.

With this Request for Proposal (RFP), the Department of Chamorro Affairs invites firms and organizations with relevant experience, to submit proposals for the operation and management of the new Guam Museum (Guam and Chamorro Educational Facility). The successful offeror will enter into a negotiated agreement with DCA as an independent contractor.



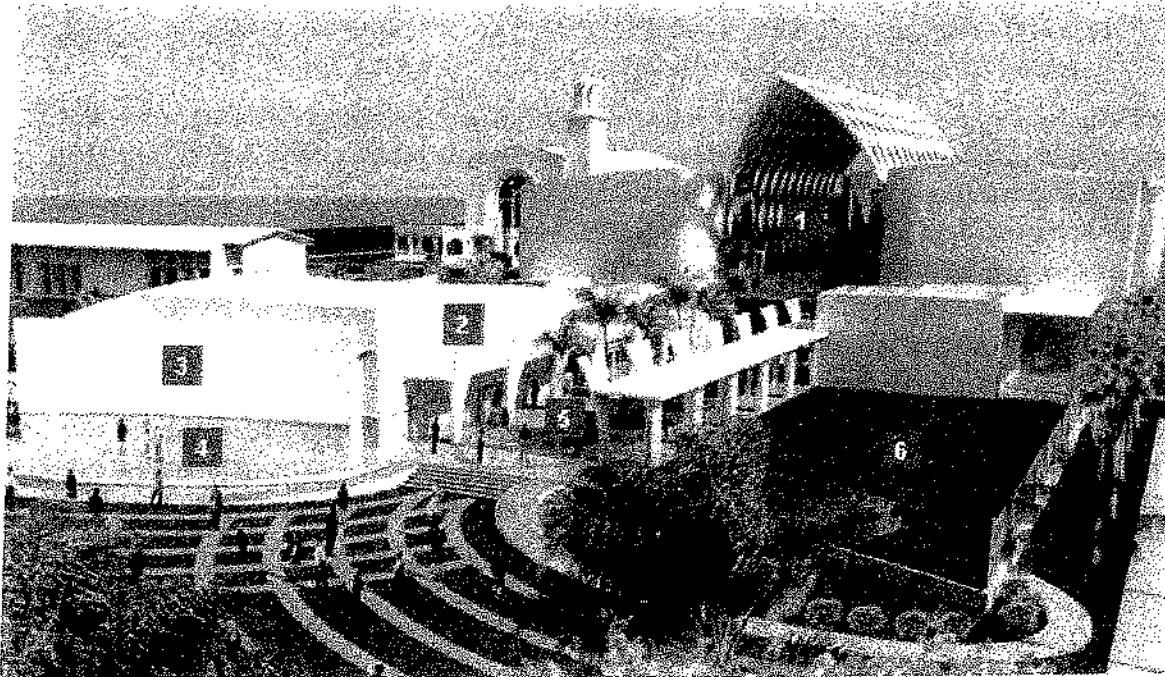
### 4.3 The Facility

The new Guam Museum (Guam and Chamorro Educational Facility) is located in Hagåtña, within a capital and cultural district. The new facility is expected to be an anchor development within this district, which is currently being restored and redeveloped.

A birds-eye conceptual image of the new facility is shown below. The traditional "museum" function is only one portion of this multi-faceted attraction. Its main building (#1) has two wings with a variety of interpretive and service areas. These are described in more detail on the following pages. A raised open-air second level atrium platform is under the canopy arch that spans the two wings of the main building. The shape of the main building's prominent arch evokes the Great Seal of Guam. The complex is elevated two feet to protect its artifacts from floods.

The single-level theater building (#2) offers 160 seats on a sloped floor to enhance viewing. The back wall of the theater (#3) facing Skinner Plaza will be the screen wall for films to be played in the park. This wall also provides the backdrop of an outdoor stage with a combination of grass and paved area for seating (#4). There would also be also an outdoor paved arcade area (#5) between the theater building and the herbarium (#6) with local medicinal plants used traditionally by the Chamorro people as part of their healing arts.

#### *Exterior Conceptual View of Guam Museum (Guam and Chamorro Educational Facility)*

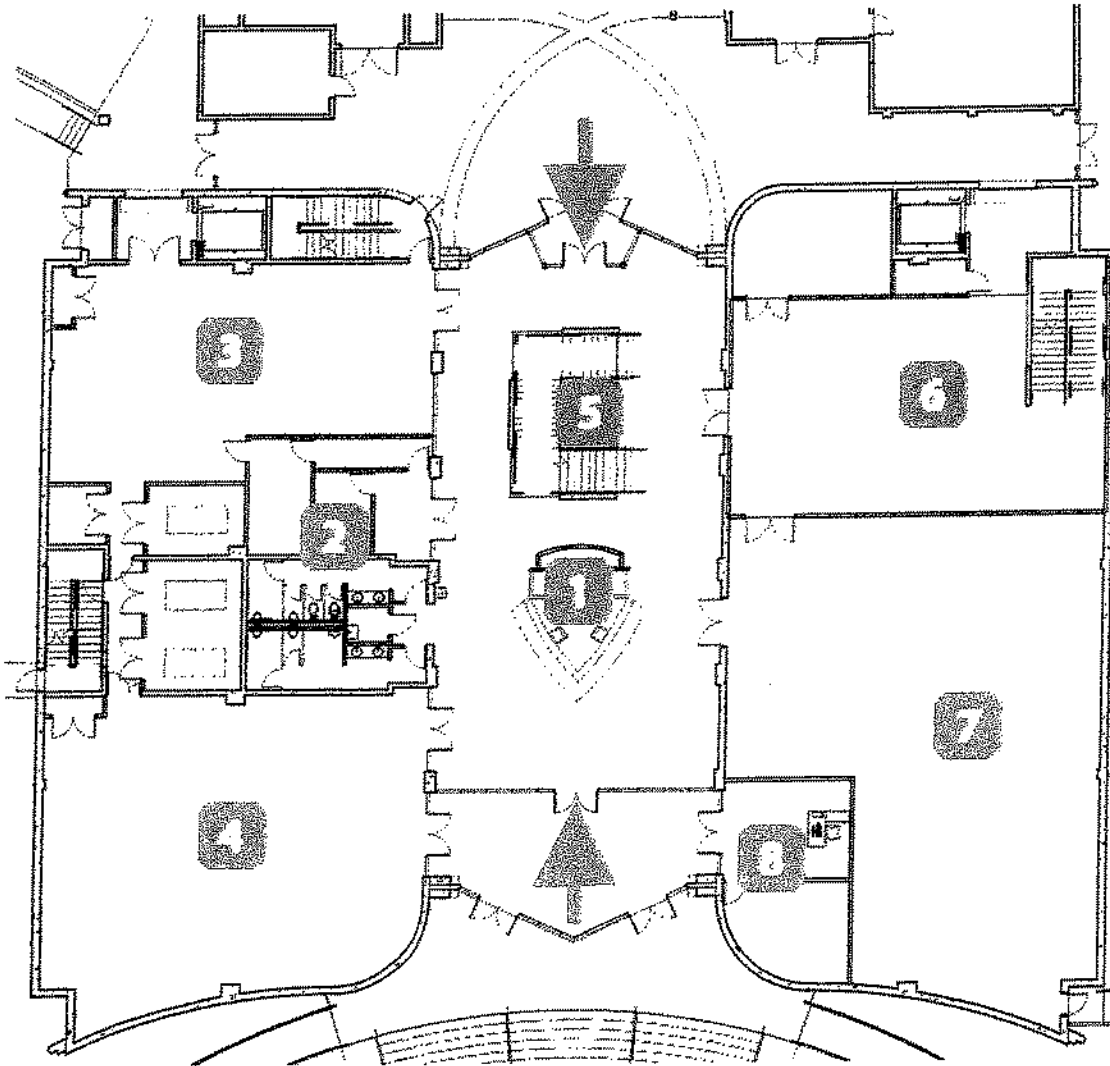


*Source: Architects Laguaña Cristobal LLC.*

Visitors will typically enter the new Guam Museum (Guam and Chamorro Educational Facility) through its main building entrances (noted by arrows below). Ticketing and information will be available at the central Information Counter (#1). Other visitor services are available nearby (#2), including first aid, security, and restrooms. Also nearby is multi-purpose space (#3). The 2,300 square-foot museum store (#4), or retail / café area, will offer unique Chamorro crafts, electronic media, and other gifts.

After museum visitors have purchased admission tickets, they will be directed to the central elevator and stairway (#5) up to Level 2 where the core museum gallery tour begins. That exhibit experience ends with a dedicated staircase down to this 1,400 square-foot exhibit area (#6). Next to this permanent exhibit area, 3,100 square feet of space for changing exhibits (#7) is also provided. Two offices (#8) are near the entrance to the building.

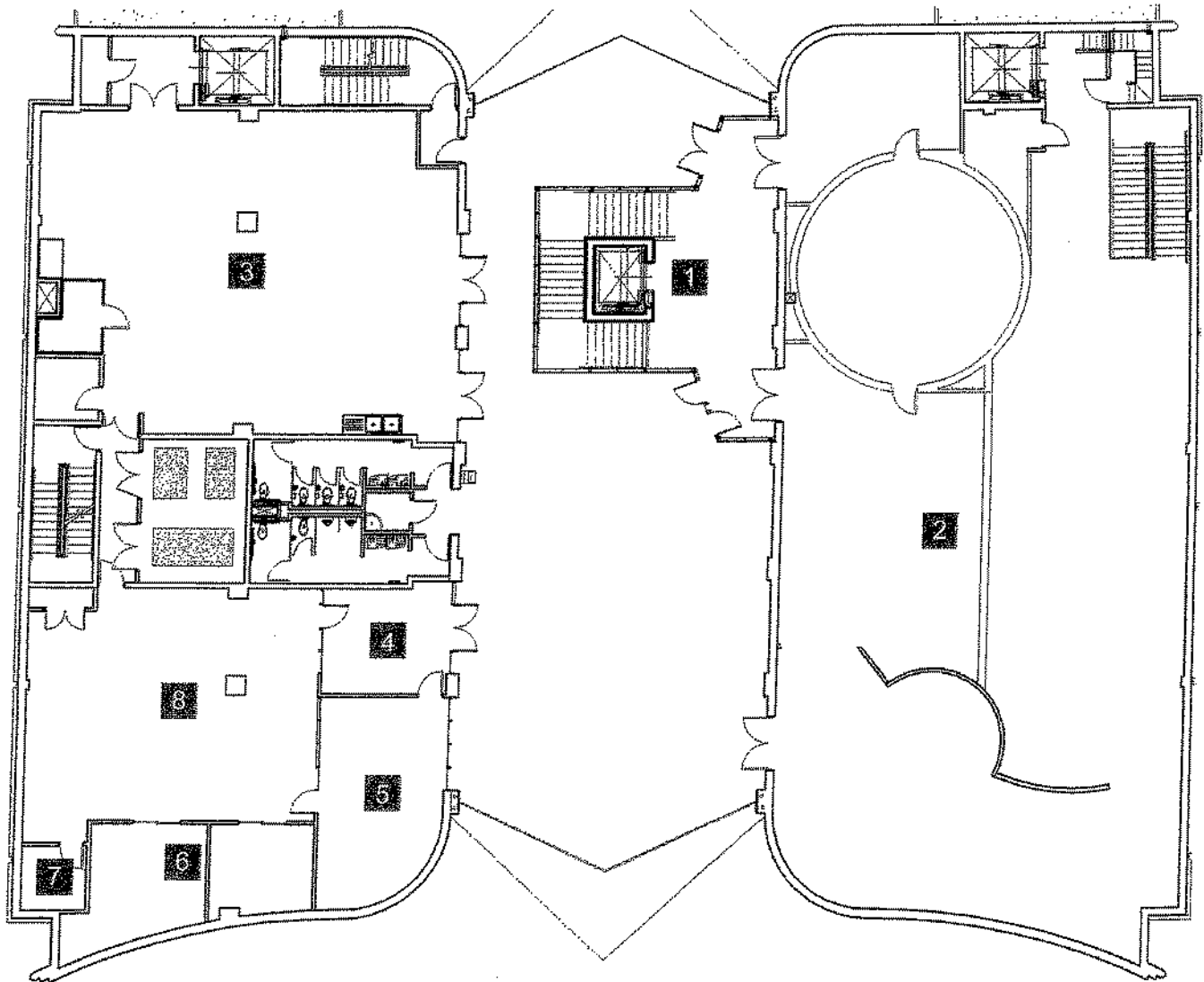
***Simplified Floor Plan for Level 1 of the Main Building***



*Source: Architects Laguaña Cristobal, LLC.*

The central elevator and stairway (#1) will typically bring visitors from the first level to the core exhibit area (#2) of the new Guam Museum (Guam and Chamorro Educational Facility). This area is described in more detail on the next page. Also available on this level is a room for library, research, and curatorial uses (#3). Administrative space is also on this level, encompassing 2,300 square feet. There is a reception area (#4), boardroom (#5), two offices (#6), and an area for the main server (#7). The large administration room (#8) provides space for multiple workstations.

***Simplified Floor Plan for Level 2 of the Main Building***



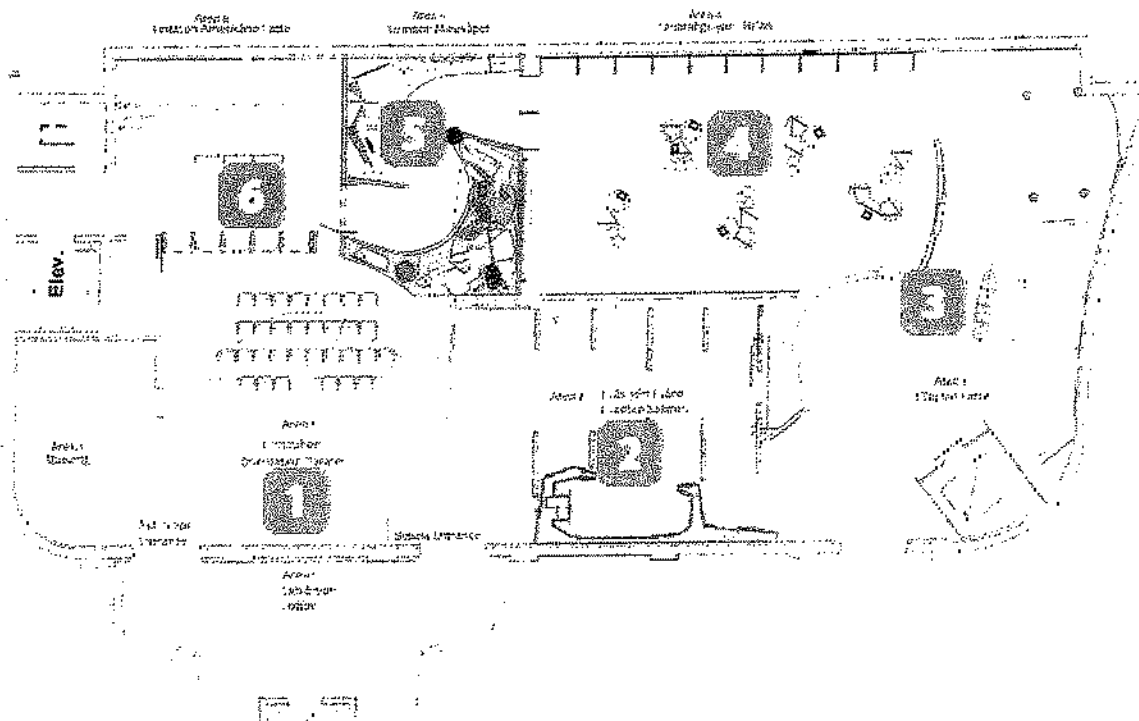
*Source: Architects Laguaña Cristobal, LLC.*

The core exhibit area is located on Level 2 of the main building. In this historically sequential core exhibit experience, visitors navigate themed galleries, all but the last being in high ceiling spaces on the second level. The final gallery on the first level is accessed via internal stairs and an elevator, which are incorporated into the interpretive experience. Highlights include an orientation multimedia presentation, simulated cave environment, residential structures, replica paddle-driven Galaide' dugout canoe, flying proa sailing vessel, interactive dimensional timeline, traditional Chamorro Lanchu setting, World War II scenes, and interactive personalized "Family Tree" research. The permanent themed exhibit areas are:

- Area 1: I Tinituhon (Entry, Queuing & Orientation Theater)
- Area 2: I Tasi yan I Tano / I Taotao Sakman (Natural History / Pre-Latte)
- Area 3: I Taotao Latte (Latte Period)
- Area 4: Fanatahguiyan I Ha'ani (Times of Change)
- Area 5: Tiempun Minasapet (Time of Suffering)
- Area 6: Finatton Amerikano Tatte (American's Return)

After Area 6, visitors descend to Area 7: Pago Pago' - Ta (Contemporary Times, 1951 to Present) and Ta Na Maolek Mo'na (Make Our Journey Forward be Better for the Future).

**Core Exhibit Area of the Guam Museum (Guam and Chamorro Educational Facility)**

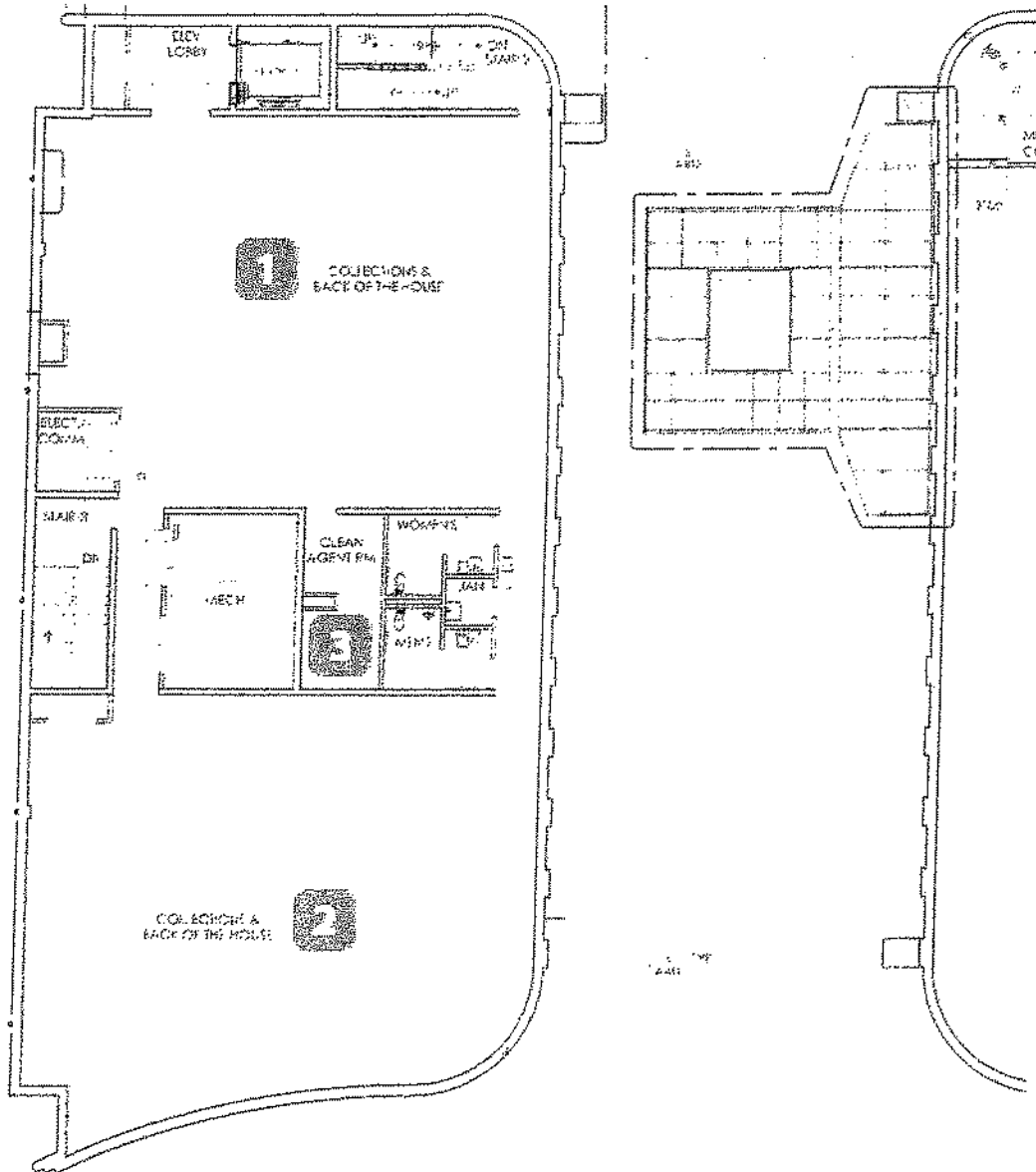


Source: Barry Howard Limited.

Because second-level core exhibit areas have a 20-foot high ceiling, there is no third level for one wing of the main building. The third level for other wing provides 4,600 square feet of collections and back of the house space in two separate areas (#1 and #2). In between, there are a mechanical room, clean agent room, and additional restrooms (#3). This is shown below.

In addition to exhibits, the new Guam Museum (Guam and Chamorro Educational Facility) will also offer a variety of programs. Many of the currently planned programs at the new facility would showcase aspects of Chamorro culture, such as art, chants, crafts, cuisine, dance, language, music, and storytelling.

### *Simplified Floor Plan for Level 3 of the Main Building*



Source: Architects Laguaña Cristobal, LLC.

#### 4.4 The Opportunity

Guam is the westernmost territory of the United States of America (U.S) and the largest of the 2,000 islands in Micronesia. It is approximately 3,800 miles west-southwest of Honolulu, Hawaii, 1,550 miles south-southeast of Tokyo, Japan and 1,600 miles east of Manila, Philippines.

Tourism revenues and U.S. federal and military spending contribute to Guam's economy. Guam's proximity to many of the major cities of Asia and the South Pacific greatly contributes to the diversity of the island's population and the visitor industry.

According to the 2010 U.S. Census, Guam's 2010 population estimate was approximately 159,000. Its diverse population makes it one of the most cosmopolitan communities in the Western Pacific. Median age on Guam during 2012 was a relatively young 29.6 years compared to the U.S. median age of 37.1 that same year.

Tourism has represented the primary source of income for Guam's economy for over twenty-five years. It accounts for over 50% to the Gross Island Product and is considered to be the main economic contributor to Guam's economy. Visitor arrivals first rose to over a million travelers in 1994 and have remained near or above that level ever since. The current number of tourist arrivals to Guam is near record highs achieved in the late-1990s. Overall visitation is expected by the Guam Visitors Bureau to grow about six percent in FY2015.

The Guam Visitors Bureau's latest strategic master plan (Tourism 2020) aims to boost visitors to two million by 2020 while continuing to reduce reliance on Japan through diversification. More than half (62%) of Guam's visitors are currently from Japan. However, there was a significant increase in the number of visitors from Korea during 2014 compared to the previous year. Korea now accounts for more than one-fifth (22%) of all visitors to Guam, following expanded air service by South Korean airlines from Seoul to Guam. Chinese visitation has also increased in recent years. The Guam Visitors Bureau plans aggressive marketing in China, and considers the increase in Chinese visitors to be a game-changer for future Guam tourism.

Monthly distribution is relatively flat, with minor peaking in March and August. Except for Russian visitors, average age of tourists is in the 30s. A significant percentage of visitors are in Guam as part of a full tour package. Although in the minority, there are also many adult visitors traveling to Guam with children.

The Guam Museum (Guam and Chamorro Educational Facility) is expected to become a destination attraction that will give reason for tourists to stay longer on Guam, thereby contributing more to the local economy. There are currently no cultural attractions in Guam and the Commonwealth of the Northern Mariana Islands that are comparable to the new facility. In 2014, the Guam Visitors Bureau (GVB) released its Tourism 2020 strategic plan. It concluded:

*"Chamorro culture is the only unique differentiator among other sun, sand, sea, and shopping destinations... Although progress has been made, GVB's marketing intelligence still indicates visitors to Guam would like to experience more of the island's unique culture and cuisine, and encourage private sector activity in this area."*

## 4.5 GOALS AND OBJECTIVES

According to the Guam Code, the Guam Museum promotes increased understanding of Guam's geology, biota, prehistory, history and contemporary culture. As the official repository and custodian of historical artifacts of Guam, this museum is mandated to acquire, preserve, and make available for public viewing artifacts and archival materials relating to the cultural, historical and natural heritage of Guam. The Guam Code also requires that the museum ensure that collection storage conditions conform to the guidelines and standards established by the U.S. Department of Interior, Title 36, Code of Federal Regulations, Part 79.

Guam's Public Law 30-179 described the new Guam Museum (Guam and Chamorro Educational Facility) as:

*"An educational facility that reflects a sense of Guam and the Chamorro culture and will be the permanent home for the preservation and continuance of the Chamorro people; provides for the display of artifacts and historical documents; stimulates community involvement; fosters research and conveys the results of research to the public primarily through the medium of public exhibits, demonstrations, lectures, public programs and publications using the theme: I Hinanao-ta, the journey of the Chamorro people."*

The mission of the new Guam Museum (Guam and Chamorro Educational Facility) is to acquire, conserve, research, communicate, and exhibit for the purposes of study, education, and enjoyment, the material evidence of nature and man on Guam. The museum holds these possessions (natural botanical and zoological collections, artifacts, burial remains, photographs, art work, documents, and more) in trust for the people of Guam and the world, for the future knowledge and welfare of all. This mission statement is from the current strategic plan, and it reflects principles established by the American Alliance of Museums (AAM) and the International Council of Museums (ICOM).

The Department of Chamorro Affairs intends the new Guam Museum (Guam and Chamorro Educational Facility) to operate as a high-quality cultural attraction that will appeal to both tourists and residents. This quality of service includes service-oriented guest relations, professional management, effective marketing, timely maintenance, ongoing cleanliness, rigorous safety standards, and a secure environment.

The new museum will also collect and preserve unique historic artifacts, specimens, and educational content that will be shared with the general public and researchers. The new facility should promote an open and inclusive atmosphere of informal learning that encourages the use of its physical facilities for workshops, special events, community meetings, and educational competitions. It is committed to sharing knowledge with the next generation by actively promoting educational programming and school field trips.

The intent is to achieve all of these goals and objectives in an efficient and fiscally responsible manner. Offerors should consider these goals and objectives as an important part of this Request for Proposals (RFP). Their ability to respond to these goals and objectives will be carefully evaluated in the selection process.

The proposal should include:

**Qualifications** - Proposers should highlight key aspects concerning reputation, competence, and capabilities. Describe experience in managing similar facilities. Include references, with name, mailing address, e-mail address, and telephone numbers of key individuals who may be contacted.

**Description of Approach** - Proposers should provide a vision for managing the new facility, customer service philosophy, perception of the new museum within the community, and general plan for enhancing financial sustainability. A description of the respondent's history with Public/Private entities should also be included in the narrative. Provide information describing the initial strategies for operating the new facility that addresses the goals and objectives presented in this RFP.

**Preliminary Business Terms** - Provide preliminary terms that outline and describe your proposed financial relationship with the Department of Chamorro Affairs concerning the new Guam Museum (Guam and

Chamorro Educational Facility), including recommended terms and conditions. The Government of Guam will retain ownership of the facility, land, and museum collections. Proposed terms will need to comply with the applicable restrictions on tax-exempt bond financed property, as described further below.

**Tax-Exempt Bond Restrictions.** The 2011 Hotel Occupancy Tax Revenue Bonds that financed the Guam Museum (Guam and Chamorro Educational Facility) were issued as tax-exempt bonds. In order to remain in compliance with the federal tax laws governing tax-exempt bonds, any accepted proposal for operation of the Guam Museum (Guam and Chamorro Educational Facility) must comply with the guidelines for management or service contracts set forth in Internal Revenue Service Revenue Procedure 97-13, 1997-5 IRB. 18, as amplified by Internal Revenue Service Notice 2014-67, 2014-46 I.R.B. 822 (together, the "Guidelines"). The Guidelines provide that no portion of the compensation to the proposer/operator can be based on a share of net profits of the Guam Museum (Guam and Chamorro Educational Facility), and provide certain safe harbors for compensation paid to the proposer/operator depending upon the term of the contract. Based upon the term of the contract described in Section 2.6.2 of this proposal (two years with one three-year option to extend at the discretion of DCA), the Guidelines provide that compensation under the contract may be based on a stated amount, a periodic fixed fee, a per-unit fee, or a combination of the preceding. Pursuant to the Guidelines, the compensation may also include a percentage of gross revenues, adjusted gross revenues, or expenses of the facility (but not both revenues and expenses). Proposers are requested to offer proposals that are consistent with the Guidelines.

**Supplemental Information** - Any other attributes of the proposer's approach that might strengthen the operations of new facility.



## **SECTION 5: EVALUATION CRITERIA**

### **5.0 EVALUATION**

After receipt of all proposals, an evaluation committee will be convened to review and evaluate the proposals according to the following criteria based on a maximum possible value of 1000 points. In the evaluation, rating and selection of proposals, the factors and their relative importance will be as follows:

#### **5.1 Evaluation Criteria**

In the evaluation, rating and selection of proposals, the factors and their relative importance will be as follows:

##### **5.1.1. Conformance with RFP requirements**

##### **Maximum 100 Points**

Proposals will be awarded a maximum of one hundred (100) points for providing all of the information required by this RFP. Proposals that do not provide all of the information required by this RFP could have points deducted under this criterion or the proposals could be deemed non-responsive depending upon the importance of the information, at DCA's discretion.

##### **5.1.2. Structure and Qualifications of Firm or Organization**

##### **Maximum 200 Points**

**5.1.2.1** Submit all of the information required under Sections 6(1) and 6(2) of this RFP.

**5.1.2.2** Submit an Executive Summary with a brief description of how your firm or organization qualifies under the requirements of the RFP. Include a statement regarding your firm's commitment and availability to complete the project in the required timeframe.

**5.1.2.3** Submit a list of the top three (3) individuals on the proposed Management Team and key Technical Experts. Contact information on each individual must include, at a minimum: education, experience, and professional organizations.

**5.1.2.4** Provide discussion of offeror's familiarity with the island of Guam, its issues and opportunities. If the offeror does not have a local presence, describe how the offeror plans to effectively provide the services required under this RFP.

##### **5.1.3 Firm's or Organization's Experience and Expertise with Similar Projects** **Maximum 400 points**

**5.1.3.1** Provide all of the information required in Section 6(3) of this RFP. Describe firm or organization's staff experience providing services on projects similar to that described in this RFP.

**5.1.3.2** List all public and nonprofit sector clients for whom the offeror has performed similar work. For each project mentioned, include the name, address and telephone number of a person who can be contacted regarding the offeror's performance on the project. When submitting projects for which the offeror worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead person and the role of the offeror.

**5.1.3.3** Discuss the offeror's experience in working with the government of Guam or any of its agencies.

## **5.1.4 Project Approach and Schedule**

**Maximum 100 points**

**5.1.4.1** Provide all of the information required in Section 6(4) of this RFP. Discuss any unique aspects of the project, alternative approaches DCA may wish to consider, or special considerations related to the project. Creativity is encouraged where reasonable and where experience of the firm or organization with similar projects would provide a more effective means of attaining the objective.

**5.1.4.2** Submit a Work Plan for the project. The Work Plan should include as a minimum, sufficient detail to demonstrate how each goal, objective, and/or deliverable will be accomplished.

**5.1.4.3** Provide a schedule for each of the activities under the Work Plan indicating the duration of each activity and of the total project. The schedule should reflect realistic activity durations. In addition to projected dates, show deliverables and responsible personnel for each deliverable/milestone.

## **5.1.5 Effective Communications**

**Maximum 200 points**

The success of the Government of Guam is dependent upon building community consensus for initiatives or actions to resolve development challenges and implement development opportunities. The areas being addressed are technically complex and highly dynamic and fluid, thus demanding effective communication skills or attributes.

**5.1.5.1** Discuss how client communications will be handled to ensure your organization is in sync with DCA and other stakeholders including the Office of the Governor.

**5.1.5.2** Discuss how interdisciplinary communications will be handled to ensure current and relevant information is being incorporated, handled, and or leverage within and across the Specialized Areas of Expertise.

**5.1.5.3** Provide examples of some of your most effective graphics that communicate complex data, for environmental, financial, and planning, to the average lay person (community outreach efforts). Provide no more than five examples per category and not less than three per category.

**5.1.5.4** Provide examples of some of your most effective communications of complex issues to senior decision/policy makers. Provide no more than three examples total.

**MAXIMUM POINTS**

**1000 points**

## SECTION 6: PROPOSAL STRUCTURE

Offerors must organize their proposals into the sections delineated below, with tabs separating each section.

### 1. **Introduction.**

- a. **Cover letter (must be on offeror's letterhead)**
  - i. **Point of Contact.** The individual executing the letter shall be identified by name and position and shall be authorized to bind the offeror contractually.
  - ii. **Contact Information.** Include the offeror's name, address, telephone and facsimile numbers, and email address. Also include the offeror's principal place of business and a website address.
- b. **Confirmation Statement.** A point-by-point response to all numbered sections, subsections, and attachments to the RFP is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall so indicate 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.**

### 2. **Overview of Company or Organization.**

- a. **Type of firm.** State whether offeror is a corporation, partnership, sole proprietorship, joint venture, non-profit organization, etc. Provide the organizational documents for offeror and a certificate of good standing from the state or territory of formation.
- b. **Year firm or organization established.** Indicate the number of years offeror has been in operation under its present name and the number of full-time personnel employed by offeror in the last twelve (12) months.
- c. **Other firm or organization names.** Indicate all other names by which offeror has been known and the length of time known by each name.
- d. **Participating branch offices.** If applicable, state the branch offices that participated in the development of the proposal, will participate in the evaluation phase, and will participate in the conduct of any services provided (office name and address).

### 3. **Experience of Offeror.**

- a. **Primary point of contact.** Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the DCA and the consultant for all work under the contract. The manager candidate may be subject to the approval of DCA.
  - i. Provide his/her resume and describe his/her qualifications
  - ii. Explain why this person has been selected as the overall project coordinator/manager.
- b. **Key personnel.** Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete

resume of the individual. If the offeror is a firm or organization, the proposal should include a resume of all the individuals who will be working on any aspect of the project.

- c. General and specific experience of offeror. Include a detailed statement of the offer's experience in providing similar services for projects of similar size, scope, budget, and complexity as those envisioned by this RFP within the last three years. In addition, offerors must include a detailed statement of their overall experience in providing the services required by this RFP.
  - d. Client list and work. Include a listing of current and former clients and a description of the type of work performed or is being performed.
  - e. References. Offeror shall provide a minimum of three (3) references to which offeror has provided services similar to those solicited in this RFP. The references may include government agencies to whom the offeror, preferably within the last 5 years, has provided services. At a minimum, the offeror shall provide the reference name, the location where the services were provided, contact person(s), telephone number, a complete description of the services provided, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. DCA 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.
4. **Provision of Services.** Offerors should provide a detailed description of its proposed plan and the methods to be used that will convincingly demonstrate to DCA how the offeror intends to carry out the required scope of services and the timeframes necessary to accomplish the work. At a minimum the proposed plan should specifically identify obligations of DCA upon which the proposed plans are contingent, include the recommended methods and means to assure the best value and identify opportunities for cost savings, identify any unique processes or tools that will assist in streamlining planning and program management delivery, and outline offeror's approach to its interaction with DCA, the Government of Guam, and other stakeholders to ensure program/project success.
  5. **Conflicts of Interest.** The proposal shall also indicate any current or historical engagement or relationships with any public or private party that could potentially create a conflict of interest with DCA, the Government of Guam or any of its agencies or instrumentalities.
  6. **Qualification to do Business.** The consultant must be certified to do business in Guam concurrent with the execution of the professional services agreement. Please submit a statement indicating offeror's intent to comply with this requirement.
  7. **Affirmative Action.** Include a statement that the offeror has established and implemented an Affirmative Action Plan for equal employment opportunities.
  8. **Required documentation:**
    - a. Major Shareholders Disclosure Affidavit (Attachment A-1)
    - b. Non-Collusion Affidavit (Attachment A-2)
    - c. Non-Gratuity Affidavit (Attachment A-3)

- d. Affidavit Regarding Contingent Fees (Attachment A-4)
- e. Ethical Standards Affidavit (Attachment A-5)
- f. Declaration Regarding Compliance with U.S. DOL Wage and Benefits Determination (Attachment A-6)

**ATTACHMENT A-1: MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

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 so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_

**ATTACHMENT A-2: NON-COLLUSION AFFIDAVIT**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [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 that 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 in 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.

\_\_\_\_\_  
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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_.

**ATTACHMENT A-3: NON-GRATUITY AFFIDAVIT**

CITY OF \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss.  
 ISLAND OF 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] \_\_\_\_\_, Affiant is \_\_\_\_\_ [state one of the following: the offeror, a partner of the offeror, and 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 offices, 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 offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_.



**ATTACHMENT A-4: AFFIDAVIT REGARDING CONTINGENT FEES**

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

\_\_\_\_\_ [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 in 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My commission expires: \_\_\_\_\_, \_\_\_\_\_.

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 April 10, 2012

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**ATTACHMENT A-5: ETHICAL STANDARDS AFFIDAVIT**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [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 of 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 offeror is a corporation.

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_, \_\_\_\_\_.

**ATTACHMENT A-6: DECLARATION REGARDING COMPLIANCE  
WITH U.S. DOL WAGE and BENEFITS DETERMINATION**

Procurement No.: \_\_\_\_\_

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

I, \_\_\_\_\_ hereby certify 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. [***INSTRUCTIONS - Please attach the most recent wage determination applicable to Guam to this executed declaration when submitting as part of bid.***]

\_\_\_\_\_  
Signature

**ATTACHMENT B: ACKNOWLEDGEMENT OF RECEIPT FORM**

Please acknowledge receipt of

*RFP-15-008*

**MANAGEMENT SERVICES FOR THE OPERATION AND MAINTENANCE OF THE GUAM AND CHAMORRO EDUCATIONAL FACILITY (NEW GUAM MUSEUM)**

**Name of Prospective Offeror** \_\_\_\_\_

**Name of person receiving RFP** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Time** \_\_\_\_\_

**Contact Person regarding RFP** \_\_\_\_\_

**Company/Firm/Organization** \_\_\_\_\_

**Title** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Address** \_\_\_\_\_

**ATTACHMENT C: BUSINESS AND SUSTAINABILITY PLAN**

**(See Attachment)**

**ATTACHMENT D: MARKET AND ECONOMIC ANALYSIS OF THE GUAHAN MUSEUM**

(See Attachment)