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5/19/2025

3:14

25.002

Attorneys for Appellant:
GLIMPSES OF GUAM, INC.

**BEFORE THE PUBLIC AUDITOR
PROCUREMENT APPEALS
TERRITORY OF GUAM**

IN THE APPEAL OF

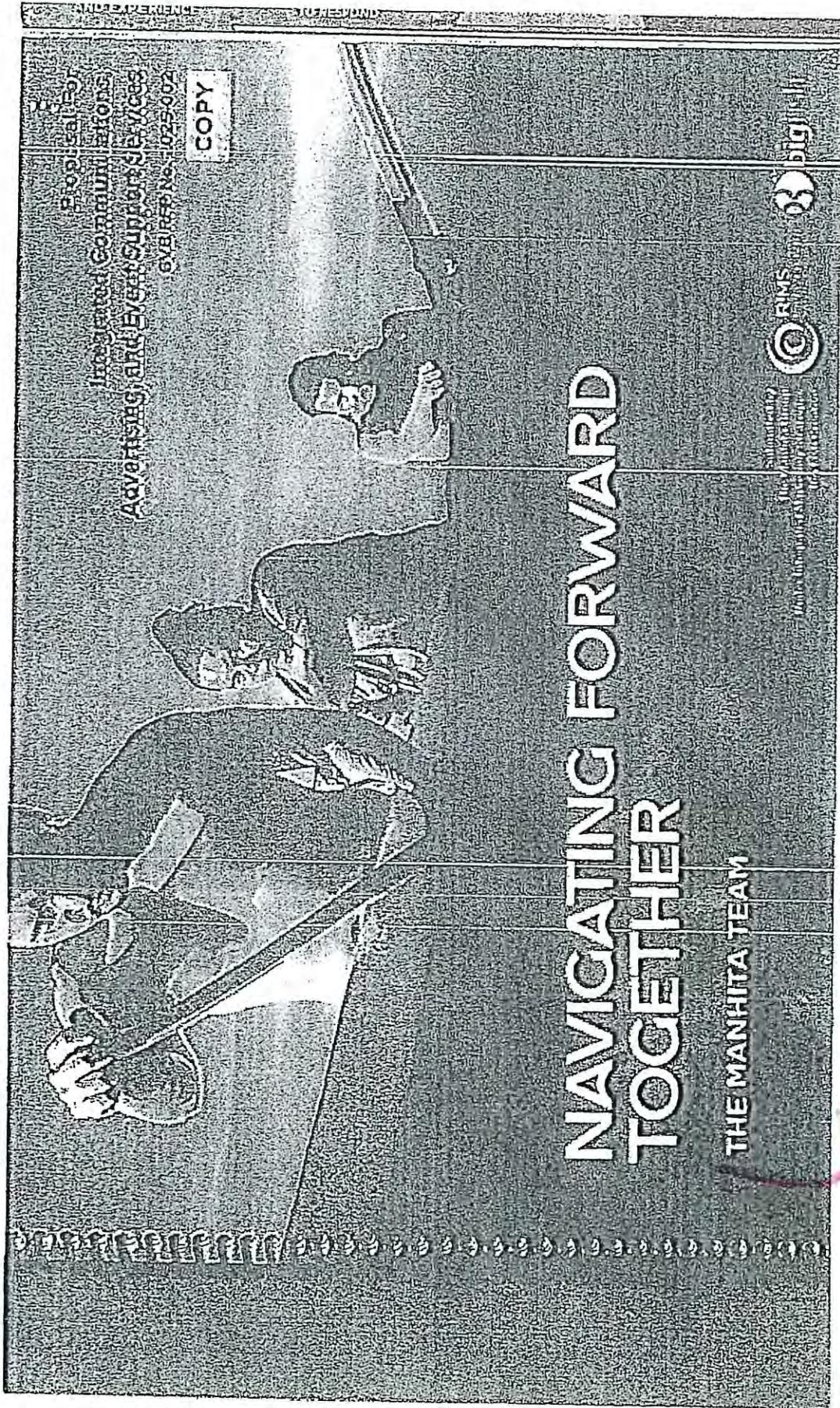
Appeal No. OPA-PA-25-002

GLIMPSES OF GUAM, INC.,

Appellant.

**EXHIBITS OF
GLIMPSES OF GUAM, INC.**

Exhibit "1"



Manhita
(માનહિતા)

Topaliya

"Chomoru i tora, manhita Manhita"
"Our voice is Chomoru, we are the Manhitas together"

This document and all contents herein are property and confidential. The concepts, ideas, images/prints, designs, and graphics presented in this RFP are the sole property of Radar Integrated Marketing Services (P) Ltd, Big Fish Creative (P) Ltd and their community partners and may not be used without their written approval.

GVB0698

Cover Letter

JANUARY 17, 2025

Dr. Gerald S. A. Perez
Acting President and CEO
Guam Visitors Bureau
401 Pale San Villores Road
Tumon, Guam 96913

RE: The Manhita Team's RFP Response for Integrated Communications, Advertising, and Event Support Services [GVB RFP No. 2025-002]

Halo Abel, Dr. Perez,

Enclosed is the Ruder Integrated Marketing Strategies (RIMS) response to GVB's Integrated Communications, Advertising, and Event Support Services [GVB RFP No. 2025-002]. We are once again partnering with the team from Big Fish Creative on this pursuit. The Manhita team of Ruder Integrated Marketing Strategies (RIMS) and Big Fish Creative, Inc. proudly served the Guam Visitors Bureau for 10 years (2011-2020) as its Local Community Brand Building Services contractor. This local partnership has provided a unique perspective and set of skills that are difficult to match. We are proud to have worked closely with the GVB team during that decade to further develop and expand the Guam Brand locally and internationally and we stand ready to work alongside you and your team to position Guam as a premier destination in the Asia-Pacific region. Additionally, we have also teamed with the global tourism supergroup from SKIFT. Led by Oliver Mann, a prominent global tourism authority, the SKIFT team will assist us with strategic oversight of the brand development process.

"Manhita" describes our unified and collaborative approach to supporting GVB's important task of executing Guam's Tourism Recovery Plan. Similarly, the concept of "Manhita" will be recommended throughout the plan to foster a strong strategy of collaboration among the tourism industry to share knowledge, talent, and resources for Guam's benefit. Together, we are stronger and a strong tourism economy benefits us all. With GVB's important recovery work ahead, we believe that together – as an island, community, industry, and team – we will be *mos merget* (strong).

We have read and understand the RFP in its entirety and agree to all terms in the outlined scope of work. We understand that GVB seeks the services of a professional team to provide fully integrated communications, branding, advertising, event management, and public relations services with an emphasis on strengthening Guam's brand identity. Our team possesses the capabilities, resources and personnel necessary to confidently support GVB for the duration of this contract. Our goal is

that the Manhita RFP response will demonstrate to you and the evaluation committee that we have the depth of experience, creative vision, and administrative capability in place to be part of your strong tourism recovery team. We take great pride in managing campaigns and events that are On Scope, On Time and On Budget.

Selecting a trusted local partner will provide efficiencies with both cost as well as community engagement. Ruder Integrated Marketing Strategies (RIMS), owned and managed in Guam, is the lead agency for this partnership. As a locally owned and operated entity, I respectfully request to invoke the local procurement preference clause under section 3.23 Local and Veteran Procurement Preference when selecting the contractor for this RFP. In this response, we include a copy of our Guam business license and confirm that we have no pending legal issues with the government or other private companies. Work for this project will be done out of our office at Suite 207 of the Guam Finance Center in Dededo, Guam.

Si, *Yus Madse* for the opportunity to present our proposal. We look forward to sharing our vision with you.

Sincerely,

Steve Ruder

President and Principal,
Ruder Integrated Marketing
Strategies (RIMS)

Jenieve Soblan Oska
Principal and Managing Director,
Big Fish Creative, Inc.

Integrated Communications, Advertising, and Event Support Services

GVB0699

Evaluation Criteria

Proposals will be reviewed and evaluated on the detailed information provided and the qualifications to perform the services in the RFP. The table illustrates the evaluation criteria weighting of the RFP. It also identifies pages throughout the RFP response where evaluations can locate specific relevant information.

EVALUATION CRITERIA		WEIGHT	DESCRIPTION
POS 4-21	QUALIFICATIONS AND EXPERIENCE	10 pts	<ul style="list-style-type: none"> Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document. Identify the team members and any other key staff personnel to be involved in this project, including their resumes and the roles of each who will perform the services pursuant to this RFP. Provide sufficient detail to support their degrees or levels of experience/job performance, and ability to perform the work contemplated.
POS 24-57	DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND	8 pts	<ul style="list-style-type: none"> Propective offerors must demonstrate that they possess the capacity and capability (respond to the broad range of projects, challenges and opportunities) that need innovative solutions. Include a minimum of three (3) examples of similar successful projects to include, but not limited to Project Name, Project Summary, Price, Name of the Organization for whom your firm provided the work, preferred by Project Performance Characteristics from references, preferability from those project references.
POS 24-77	QUALITY AND RESPONSIVENESS	11 pts	<ul style="list-style-type: none"> Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies. Affidavits (attached) retained in the state or territory of the offeror's principal place of establishment. At a minimum the Offeror shall provide: <ul style="list-style-type: none"> (a) Name and address of Offeror (b) Age of Offeror's business (c) List of all subcontractors for this project.
POS 18-42	PLAN AND PARTNERSHIP	40 pts	<ul style="list-style-type: none"> Granding/Image Building Train Scenario - Summer Event Building Travel to Guam

Proposed by: _____
The Trustee Group, Contract Reference: GVB0700 on 2025-03-03

GVB0700

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مکالمہ فرمائیں اور اپنے فکر و فہمی کا انتہا پہنچائیں۔

Executive Summary

With Adarl Ing recovery of Guam's tourism economy can be best approached like building a house. As in home ownership, partners together to write, own and in tandem, nurture its leader to direct and steer the vessel. With The Guam Visitors Bureau (GVB) in that role, the University of Guam's (UOG) tourism industry, and the community must come together as a team to help GVB's support efforts to develop further Guam's tourism industry and improve the Guam product. If we partner together in tandem with focus and strategy, we can dismantle through any conditions and propel Guam's tourism vessel forward. The more we work together, the more we can learn about our strengths and cover more distance.

This is much like the formation of our community. When we joined forces in FY2013, we had to learn how to unite our resources and skills for the benefit of GVB. We believe in like-mindedness, it helps unite the importance of the work we have accomplished together. After serving GVB for nearly 10 years, we are continuing in our strengths of working together and inspiring our community to get involved again about tourism. In addition to the fish and big fish catchment, we will be working with Skift, the globally recognized tourism industry and industry experts, to support the GVB industry with the challenges it faces. Skift will assist the program by bringing a global perspective to our unique local challenges while offering world class counsel on industry best tourism practices and trends.

In this RFP response document, you will see that the first is the justification of what we propose. A spirit of collaboration and teamwork will be developed from the bureau and the community. Supporting, communicating, and communicating with stakeholders will

new and refreshed spirit of working together. GVB can capitalize on having talent and additional resources to support its efforts locally and in the source markets. There is much to do. With the travel and tourism industry, Guam needs all the support it can get from within the community and the travel and tourism industries.

The plan identified four immediate actions and initiatives to avoid further damage to Guam's tourism. Investments in this destination GVB has identified the need for investments in improving the Guam product to enhance travel experience, which will be a integral aspect to show the island's community to implement. Second, Guam needs to increase airline capacity from its source markets to offer more opportunities for visitors to travel to Guam. Third, an increase in marketing activities and a return of Guam events as a marketing tool to attract visitors looking for unique experiences. Lastly, GVB needs the need to re-engage the community in supporting tourism.

Supporting Guam's

Short-Term Recovery Plan

Introducing and the Manito Team outlines initiatives to support the short-term goals while providing sound campaigns that will instill on a consistent strategic marketing and communications plan to put Guam back on top of the list of destinations to travel to in 2025. We include an annual campaign umbrella that focuses on a return to the Only on Guam Experience that will re-ignite Guam into Islands' Culture and heritage and tourism.

A Summer 2025 campaign is also outlined to inspire the industry as a whole to participate. GVB will take the lead in conceptualizing an events-based campaign to welcome visitors in waves throughout the summer. With weekly events planned throughout the island and

⁷ The Guam's First-Centennial Summerfest, GVB RFP Rev. 2025-03

Guam's tourism market, Guam via enrich visitors with many unique experiences found only in Guam. The summer campaign will create an environment of fun and creative moments in unique, enjoyed with music, and most memorable by local and drinks. Not to all, it will benefit all tourism stakeholders' own GVB's interests with principle.

Supporting Tourism in the Long Term

The Manuhi Team has been working and developing the Guam flavor throughout GVB, and we believe our in-depth knowledge of the island makes us uniquely qualified to plan and execute Guam campaigns locally and in the source markets. To support the tourism budget and luxury segments, Guam has the opportunity to welcome a wider group of visitors by working with partners to appeal to these markets. By working closely with GVB, we can craft creative and campaigns that are specific and sustainable.

1st Manuhi Team, will manage GVB's marketing and communications programs with the same professionalism, depth of knowledge, attention to detail, and excellence that GVB has come to trust and rely upon. In 2025, we stand ready to support GVB's short-term, medium-term, and long-term goals with GVB's strategy and execution of marketing and events campaigns to bolster Guam's visibility in the markets and launch a community campaign to engage our community. Ultimately, our collective goal will be to determine the future actions of individuals through Guam's recovery period and increase awareness and support for Guam's number one industry and GVB's clients.

We have instant specific needs; in its response for how we plan to support those implementation and goals. As your marketing and brand partners, we are dedicated to work on long-term planning to support GVB's objectives for a long-term strategic plan:

- Support the new strategic plan that aims to identify GVB's new source markets and evaluate Guam's current positioning
- Highlight/rebrand Guam emphasizing its unique sealin bonds, highlight Guam's unique tourist attractions and experiences, feature Guam's unique Chamoru culture, and present Guam's unique position of "World Chamoru's Day Begins"

These items throughout this document offer a rubric to authenticity in the Guam experience. We present the initial need for a collaborative effort, where a

synchroholistic are working together to position Guam and support GVB and the industry's success. Second we, as the "GVB", utilizing every Guam visitor unique Guam experiences where they can connect with the island. We must remain in touch with our visitors, - now or returning - to know them with the Guam experience that can be found elsewhere. Lastly, this can be accomplished by delivering those unique experiences through our warm Aloha spirit, which encompasses the island's culture, history, traditions, and most of all, the hospitality of its people. We will work to re-engage our community not to become something different but to return to what is inherently and authentically Guam.

The Manuhi Team is ready and available immediately to get to work to action the ideas outlined in this document and support GVB's path forward.



The Manuhi Team is ready and available immediately to get to work to action the ideas outlined in this document and support GVB's path forward.

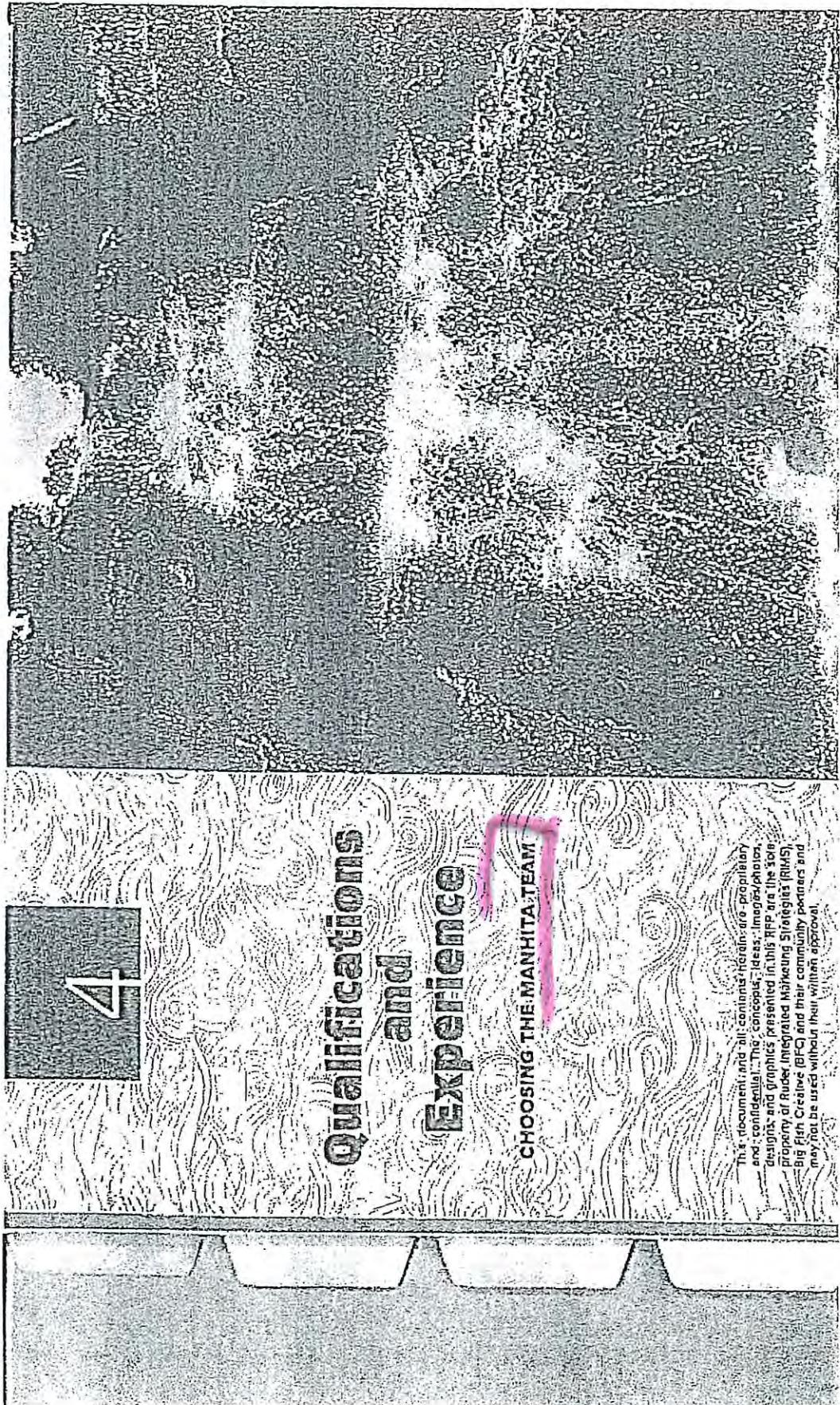


Exhibit "2"

EVALUATION OF PROPOSALS

Maximum # of Points x 3 evaluators	Criteria	MANHITA	GALAIDE	GIMPSSES	GREENLIGHT
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)	136	132	114	110
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)	15	13	11	11
15	C. QUALITY AND RESPONSIVENESS (5 points)	13	13	15	12
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)	107	103	80	82
300	TOTAL SCORE:	271	261	220	215
	RANKING ORDER:	1	2	3	4

Prepared by:



Certified by:



EXHIBIT
2



GVB RFP 2025-002
Integrated Communications, Advertising and Event Support Services
EVALUATOR: Dee Hernandez
Page 1 of 2

NAME OF OFFEROR: The Manhita Group

EVALUATOR SIGNATURE: Dee Hernandez
DATE: 01/10/25

You may use a pencil during evaluations and scoring, but please write final points and total in pen:

EVALUATION OF PROPOSAL (MAXIMUM)			
MAXIMUM NO. OF POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
50	QUALIFICATIONS AND 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, including their resumes and the roles of each who will perform the services pursuant to this RFP. A.3 Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.	1-50	48
5	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 for your firm provided the work. B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.	1-5	5
5	QUALITY AND 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 in 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. At a minimum the Offeror shall provide:	1-5	4



	<p>(a) Name and address of offeror (b) Age of Offeror's business (c) List of all subcontractors for this project.</p>		
40	<p>PLAN OF PERFORMANCE – APPROACH AND STRATEGY.</p> <p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points)</p> <p>(a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary). (b) Demonstrate year-round plan for branding consistency. (c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points)</p> <p>(a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025. (b) Present campaign objectives and desired target market segments. (c) Present campaign creative images and suggested communication plan necessary to reach objectives. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>	1-40	45
100	TOTAL EVALUATION SCORE:		92

NOTES/COMMENTS [please write your comments down, for the President's review and consideration].



GVB RFP 2025-002
Integrated Communications, Advertising and Event Support Services
EVALUATOR: Nadine Leon Guerrero
Page 1 of 2

NAME OF OFFEROR: Manhita

EVALUATOR SIGNATURE:
DATE: 1/17/25

You may use a pencil during evaluations and scoring, but please write final points and total in pen.

EVALUATION OF PROPOSAL (WRITTEN)			
MAXIMUM NO. OF POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
50	<p>QUALIFICATIONS AND EXPERIENCE: All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:</p> <p>A.1 Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.</p> <p>A.2 Identify the team members and any other key staff personnel to be involved in this project, including their resumes and the roles of each who will perform the services pursuant to this RFP.</p> <p>A.3 Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.</p>	1-50	47.0
5	<p>DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND.</p> <p>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.</p> <p>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 for your firm provided the work.</p> <p>B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.</p>	1-5	5
5	<p>QUALITY AND RESPONSIVENESS. The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:</p> <p>C.1. Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies.</p> <p>C.2. Affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.</p> <p>C.3. At a minimum the Offeror shall provide:</p>	1-5	



GUAM
VISITORS
BUREAU
SETBISIÓN BISITAN GUÁHAN

GVB RFP 2025-002
Integrated Communications, Advertising and Event Support Services

EVALUATOR: Nadine Leon Guerrero

Page 2 of 2

(a) Name and address of offeror
(b) Age of Offeror's business
(c) List of all subcontractors for this project.

4

PLAN OF PERFORMANCE – APPROACH AND STRATEGY.			
	<p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points)</p> <p>(a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary).</p> <p>(b) Demonstrate year-round plan for branding consistency.</p> <p>(c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan.</p> <p>(d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points)</p> <p>(a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025.</p> <p>(b) Present campaign objectives and desired target market segments.</p> <p>(c) Present campaign creative images and suggested communication plan necessary to reach objectives.</p> <p>(d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>		
40		1-40	35
100	TOTAL EVALUATION SCORE:		84.0

NOTES/COMMENTS *(please write your comments down, for the President's review and consideration).*

40
5
4
35
—
84



NAME OF OFFEROR: THE Manhita Group

GVB RFP 2025-002
Integrated Communications, Advertising and Event Support Services

EVALUATOR: Kraig Camacho

Page 1 of 2

EVALUATOR SIGNATURE: 1580/25
DATE: 11/17/2025

You may use a pencil during evaluations and scoring, but please write final points and total in pen:

EVALUATION OF PROPOSAL (NOT IN PEN)			
MAXIMUM NO. OF POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
50	<p>QUALIFICATIONS AND EXPERIENCE: All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:</p> <p>A.1 Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.</p> <p>A.2 Identify the team members and any other key staff personnel to be involved in this project, including their resumes and the roles of each who will perform the services pursuant to this RFP.</p> <p>A.3 Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.</p>	1-50	48
5	<p>DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND.</p> <p>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.</p> <p>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 for your firm provided the work.</p> <p>B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.</p>	1-5	5
5	<p>QUALITY AND RESPONSIVENESS. The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:</p> <p>C.1. Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies.</p> <p>C.2. Affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.</p> <p>C.3. At a minimum the Offeror shall provide:</p>	1-5	5



GUAM
VISITORS
BUREAU

SETBISON BISITAN GUĀHAN

Integrated Communications, Advertising and Event Support Services

EVALUATOR: Kraig Camacho

Page 2 of 2

- (a) Name and address of offeror
- (b) Age of Offeror's business
- (c) List of all subcontractors for this project.

PLAN OF PERFORMANCE – APPROACH AND STRATEGY.			
	<p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points)</p> <ul style="list-style-type: none">(a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary).(b) Demonstrate year-round plan for branding consistency.(c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan.(d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment. <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points)</p> <ul style="list-style-type: none">(a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025.(b) Present campaign objectives and desired target market segments.(c) Present campaign creative images and suggested communication plan necessary to reach objectives.(d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment. <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>		
40		1-40	37
100	TOTAL EVALUATION SCORE:		95

NOTES/COMMENTS [please write your comments down, for the President's review and consideration].



GVB RFP #2025-002
Integrated Communications, Advertising and Event Support Services
Evaluation Summary

Date: January 17, 2025
Time: 2:00 p.m.

Location: GVB Mini Conference Room

Evaluation Team: Dee Hernandez / Nadine Leon Guerrero / Kraig Camacho

- A. Review and evaluation of submission(s):
- B. Conflict of Interest Disclosures. Acknowledged and signed by each evaluator.
- C. Administrative Review. Completed by Chris Lizama during evaluations and shared with each evaluator. No significant issues from any offeror.
- D. Proposal and contents provided to each evaluator.
- E. Points of discussion for the President and CEO's review: No additional points for discussion raised. Scored tallied and compiled for certification by Leonore Delas Alas, Acting CFO/Controller.
- F. Forwarded to Acting President and CEO for review and approval.

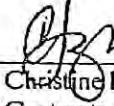
Submitted by: 
Christine Lizama
Contracts & Procurement Administrator

Exhibit “3”

1/21/25, 9:14 AM

Guam Visitors Bureau Mail - Notice of Intent to Award to RIMS



GVB Procurement Office <procurement@visitguam.org>

Notice of Intent to Award to RIMS

1 message

GVB Procurement Office <procurement@visitguam.org>
To: Steve Ruder <steveruder@rimsguam.com>
Bcc: GVB Procurement Office <procurement@visitguam.org>

Tue, Jan 21, 2025 at 9:14 AM

THIS IS BEING SENT TO YOU ON BEHALF OF THE GVB ACTING PRESIDENT AND CEO:

Hafa adai: Kindly refer to the attached letter from Gerry Perez. Dee Hernandez will be off-island this week; however, Mr. Perez would like to initiate negotiations with you at 2pm on Thursday, January 23, 2025. Kindly confirm your availability by reply to this email.

Thank you.

GVB Procurement Office



GUAM VISITORS BUREAU
401 Pale San Vitores Road | Tumon, Guam 96913 | (671) 646-5278
procurement@visitguam.org | guamvisitorsbureau.com



 **RIMS - NOIA to RIMS 012125 emailed 012125.pdf**
99K

EXHIBIT

3



January 21, 2025

Stephen C. Ruder
President and CEO
Ruder Integrated Marketing Strategies (RIMS)
674 Harmon Loop Road, Suite 207
Dededo, Guam 96929

Subj: Notice of Intent to Award to Ruder Integrated Marketing Strategies (RIMS)
Re: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services

Hafa adai Mr. Ruder: *STr*

The Guam Visitors Bureau is pleased with the professionalism and talent exhibited in the proposal submitted for this service. This is notice of intent to award Ruder Integrated Marketing Strategies (RIMS) to provide Integrated Communications, Advertising and Event Support Services for the Bureau.

It is GVB's intent to award and commence negotiations as indicated in Section 3.9 of the RFP. A copy of the administrative review and evaluation tally sheet is attached.

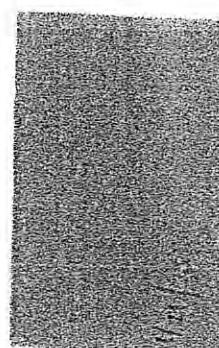
Please provide us with your acknowledgement of this Notice along with your price offer for this service. We will be contacting you to discuss GVB's needs and begin negotiations as provided for in the RFP. Once we have come to a mutual agreement, GVB will issue the Notice of Award and provide you with the final contract for your review and signature. Upon receipt of all contract signatures, we will issue the Notice to Proceed along with a copy of the contract for your records.

Your contact for this project is Director of Destination Development Dee Hernandez. She can be reached at (671) 646-5278 x494.

Senseramente,

C. Perez
GERALD S.A. PEREZ
Acting President and CEO

attachments



Submitted: 17-Jan-25

Offeror: Ruder Integrated Marketing Strategies (RIMS)
 Name: Stephen C. Ruder
 Title: President

Time on Record: 11:20 a.m.
 Contact #: 671-635-1126
 Email: steveruder@rimsguam.com
 Address: 674 Harmon Loop Road, Suite 207

Dededo, Guam 96929

RFP CHECKLIST/SUBMISSION REQUIREMENTS		RFP PAGE	✓	Page	Notes
RFP Cover Sheet		Pg. 2	✓		signed by Stephen Ruder
Section 1.3	RFP Submission Criteria	Pg. 14			
A	Each Offeror shall submit five (5) complete sets of the written proposal: one (1) marked "ORIGINAL" and four (4) marked "COPY."	14	✓		
B	An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal cover sheet (see page 2) and a cover letter that agrees to accept and abide by the terms of this RFP. Submittals will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to contractually bind the Offeror.	14	✓	pg 1	signed by Stephen Ruder for RIMS and Jenevieve Sablan Ooka for Big Fish Creative Inc. as the Manhita Team.
C	Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.	14			None stated
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.	14			None stated
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."	15	✓		Table of Contents; paginated; color coded
Section 2.2: Evaluation Criteria and Scale		PP 21-23			
A. QUALIFICATIONS AND EXPERIENCE (40 pts): All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:		21	✓	pgs 4-21	
A.1	Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.	21	✓		
A.2	Identify the team members and any other key staff personnel to be involved in this project.	21	✓		
A.3	Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.	21	✓		
A.4	Provide the name and resume of the person or persons who will be performing the services pursuant to this RFP.	22	✓		
A.5	Include resumes of principals, key staff, and any other employees who will be directly involved in performing the work.	22	✓		
. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 pts).		Pg. 22	✓	pgs 24-37	

GVB RFP 2025-002

Integrated Communications, Advertising and Event Support Services

FINAL SCORES

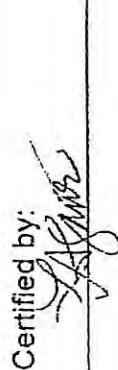
EVALUATION OF PROPOSALS

Maximum # of Points x 3 evaluators	Criteria	MANHITA	GALAIDE	GLIMPSSES	GREENLIGHT
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)	136	132	114	110
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)	15	13	11	11
15	C. QUALITY AND RESPONSIVENESS (5 points)	13	13	15	12
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)	107	103	80	82
300	TOTAL SCORE:	271	261	220	215
	RANKING ORDER:	1	2	3	4

Prepared by:



Certified by:



GVB0286

1/21/25, 9:15 AM

Guam Visitors Bureau Mail - Notice of Intent to Award to RIMS



GVB Procurement Office <procurement@visitguam.org>

Notice of Intent to Award to RIMS

1 message

GVB Procurement Office <procurement@visitguam.org>
To: Monica Okada Guzman <monicaguzman@galaidegroup.com>
Bcc: GVB Procurement Office <procurement@visitguam.org>

Tue, Jan 21, 2025 at 9:14 AM

THIS IS BEING SENT ON BEHALF OF THE GVB ACTING PRESIDENT AND CEO:

Hafa adai: Please refer to the attached letter from the GVB Acting President and CEO.

Thank you.

—
GVB Procurement Office



GUAM VISITORS BUREAU
401 Pale San Vitores Road | Tumon, Guam 96913 | (671) 646-5278
procurement@visitguam.org | guamvisitorsbureau.com



 **GALAIDE - NOIA to RIMS emailed 012125.pdf**
95K



January 21, 2025

Monica Guzman
Managing Director
Galaide Group LLC
2nd Floor, Janet Bldg.
135 Chalan Santo Papa
Hagatna, Guam 96932

Subj: Notice of Intent to Award to Ruder Integrated Marketing Strategies (RIMS)
Re: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services

Hafa adai Ms. Guzman:

Thank you for submitting a proposal GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services. The evaluation committee has completed its work and reviewed all proposals submitted by interested offerors.

GVB has elected to pursue a contract with Ruder Integrated Marketing Strategies (RIMS), but we are truly grateful for the time and effort you put in to submitting your proposal. Attached for your review is the Administrative Review and Evaluation Summary.

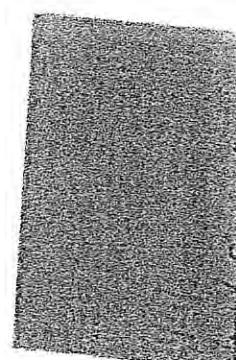
We hope that as other opportunities arise, you continue to engage in the process and submit a proposal. If you have any questions or concerns, please feel free to contact our office at (671) 646-5278.

Si Yu'os Ma'ese'

A handwritten signature in black ink, appearing to read "GSAP".

GERALD S.A. PEREZ
Acting President and CEO

attachments



Submitted: 17-Jan-25

Time on Record: 10:25 a.m.

Offeror: Galaide Group LLC
 Name: Monica Guzman
 Title: Managing Director

Contact #: 671-646-3448
 Email: monicaguzman@galaidegroup.com
 Address: 135 Chalan Santo Papa, 2nd Fl, Janet Bldg.
 Hagatna, Guam 96932

RFP CHECKLIST/SUBMISSION REQUIREMENTS		RFP PAGE	✓	Page	Notes
RFP Cover Sheet		Pg. 2	✓		signed by Monica Guzman
Section 1.3 RFP Submission Criteria		Pg. 14			
A	Each Offeror shall submit five (5) complete sets of the written proposal: one (1) marked "ORIGINAL" and four (4) marked "COPY."	14	✓		
B	An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal cover sheet (see page 2) and a cover letter that agrees to accept and abide by the terms of this RFP. Submittals will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to contractually bind the Offeror.	14	✓	pg 5	signed by Monica Guzman
C	Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.	14			none stated
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.	14			none stated
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."	15	✓		Table of contents, tabs and pagination do not correspond.
Section 2.2: Evaluation Criteria and Scale		PP 21-23	✓	see pages 15-32	
A. QUALIFICATIONS AND EXPERIENCE (40 pts): All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:		21			
A.1	Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.	21			
A.2	Identify the team members and any other key staff personnel to be involved in this project.	21			
A.3	Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.	21			
A.4	Provide the name and resume of the person or persons who will be performing the services pursuant to this RFP.	22			
A.5	Include resumes of principals, key staff, and any other employees who will be directly involved in performing the work.	22			
B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 pts).		Pg. 22	✓	see pages 32-45	

EVALUATION OF PROPOSALS

Maximum # of Points x 3 evaluators		Criteria	MANHITA	GALAIDE	GLIMPSES	GREENLIGHT
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)		136	132	114	110
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)		15	13	11	11
15	C. QUALITY AND RESPONSIVENESS (5 points)		13	13	15	12
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)		107	103	80	82
300	TOTAL SCORE:		271	261	220	215
	RANKING ORDER:	1	2	3	4	

Prepared by:



Certified by:



1/21/25, 9:16 AM

Guam Visitors Bureau Mail - Notice of Intent to Award to RIMS



GVB Procurement Office <procurement@visitguam.org>

Notice of Intent to Award to RIMS

1 message

GVB Procurement Office <procurement@visitguam.org>
To: "Marcos W. Fong" <managingdirector@glimpsofguam.com>
Cc: Sharleen Marchesseault <dir_agency@glimpsofguam.com>

Tue, Jan 21, 2025 at 9:14 AM

THIS IS BEING SENT ON BEHALF OF THE GVB ACTING PRESIDENT AND CEO:

Hafa adai: Please refer to the attached letter from the GVB Acting President and CEO.

Thank you.

—
GVB Procurement Office



GUAM VISITORS BUREAU
401 Pale San Vitores Road | Tumon, Guam 96913 | (671) 646-5278
procurement@visitguam.org | guamvisitorsbureau.com



 GLIMPSES - NOIA to RIMS emailed 012125.pdf
99K



January 21, 2025

Marcos W. Fong
Managing Director
Glimpses of Guam, Inc.
161 US Army Juan C. Fejeran Street
Barrigada Heights, GU 96913

Subj: Notice of Intent to Award to Ruder Integrated Marketing Strategies (RIMS)
Re: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services

Hafa adai Mr. Fong:

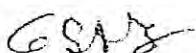
Thank you for submitting a proposal GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services. The evaluation committee has completed its work and reviewed all proposals submitted by interested offerors.

GVB has elected to pursue a contract with Ruder Integrated Marketing Strategies (RIMS), but we are truly grateful for the time and effort you put in to submitting your proposal. Attached for your review is the Administrative Review and Evaluation Summary.

We hope that as other opportunities arise, you continue to engage in the process and submit a proposal.

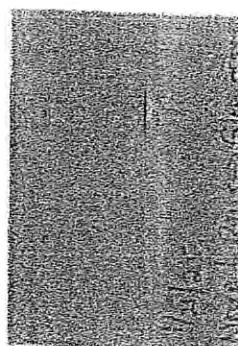
If you have any questions or concerns, please feel free to contact our office at (671) 646-5278.

Si Yu'os Ma'ase'


GERALD S.A. PEREZ

Acting President and CEO

attachments



Submitted: 17-Jan-25

Offeror: Glimpses of Guam, Inc.
 Name: Marcos W. Fong
 Title: Managing Director

Time on Record: 11:45 a.m.
 Contact #: 671-649-0883
 Email: managingdirector@glimpsofguam.com
 Address: 161 US Army Juan C Fejeran Street

Barrigada Heights, GU 96913

RFP CHECKLIST/SUBMISSION REQUIREMENTS		RFP PAGE	✓	Page	Notes
RFP Cover Sheet		Pg. 2	✓		signed by Marcos Fong
Section 1.3 RFP Submission Criteria		Pg. 14			
A	Each Offeror shall submit five (5) complete sets of the written proposal: one (1) marked "ORIGINAL" and four (4) marked "COPY."	14	✓		orig + 1 in one package; 3 copies in 2nd package
B	An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal cover sheet (see page 2) and a cover letter that agrees to accept and abide by the terms of this RFP. Submittals will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to contractually bind the Offeror.	14	✓		Signed by Marcos, Managing Director and Vicky Fong, General Manager.
C	Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.	14			None stated
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.	14			None stated
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."	15	✓		Coverletter lists table of contents as A,B,C and D. Tabs are numbered: 1-2-3-4.
Section 2.2: Evaluation Criteria and Scale		PP 21-23			
A. QUALIFICATIONS AND EXPERIENCE (40 pts): All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:		21	✓		TAB 1
A.1	Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.	21	✓		See Tab 1, pgs 2-3 of 38
A.2	Identify the team members and any other key staff personnel to be involved in this project.	21	✓		See Tab 1, pgs 4-9 of 38
A.3	Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.	21	✓		See Tab 1, pgs 10-23 of 38
A.4	Provide the name and resume of the person or persons who will be performing the services pursuant to this RFP.	22	✓		Resumes start on pg 24
A.5	Include resumes of principals, key staff, and any other employees who will be directly involved in performing the work.	22	✓		Resumes start on pg 24
B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 pts).		Pg. 22	✓		TAB 2

EVALUATION OF PROPOSALS

Maximum # of Points x 3 evaluators	Criteria	MANHITA	GALAIDE	GLIMSES	GREENLIGHT
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)	136	132	114	110
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)	15	13	11	11
15	C. QUALITY AND RESPONSIVENESS (5 points)	13	13	15	12
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)	107	103	80	82
300	TOTAL SCORE:	271	261	220	215
	RANKING ORDER:	1	2	3	4

Prepared by:



Certified by:

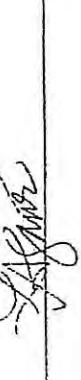


Exhibit "4"



Glimpses of Guam, Inc.

January 27, 2025

VIA HAND DELIVERY, AND, CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Gerald S.A. Perez
Acting President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

Re: Sunshine Law and Freedom of Information Act Request for Documents
GVB RFP 2025-002 Integrated Communications, Adver and Event Svcs
Request of Glimpses of Guam, Inc.
Notice of Rejection/Award January 21, 2025

To Whom It May Concern and CEO Perez:

This is a Freedom of Information Act and Sunshine Law Request.

Your response is due within four (4) days. 5 G.C.A. §10111. I request that both you and the Guam Visitors Bureau produce a copy of every document, record, letter, notes, e-mail or any other writing that constitutes the bid submission of RIMS (Ruder Integrated Marketing Strategies) with reference to GVB RFP No. 2025-002.

I request among other documents:

1. The bid submissions of RIMS (Ruder Integrated Marketing Strategies) correspondence and documents of all kind and nature related to bid submissions for GVB RFP No. 2025-002;
2. Any correspondence to and from Guam Visitors Bureau and RIMS (Ruder Integrated Marketing Strategies).
3. The entire procurement record for GVB RFP No. 2025-002.



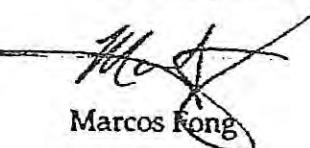
Gerald Perez
CEO
Guam Visitors Bureau
January 27, 2025
Page 2

Failure to cooperate and produce the required documents may expose you to civil liability for not complying with the law. 5 G.C.A. §10112 (\$1,000.00 fine payable by the employee, not the Government). Failure to provide the documents requested could be considered criminal, which creates a inherent conflict of interest that would prevent the Attorney General from intervening on your behalf. 5 G.C.A. §10112(c).

Unless I receive the requested documents pursuant to applicable law on or before Friday, January 31, 2025, we will assume that you are unwilling to comply with the law unless and until ordered to do so by a court of law under the threat of contempt or criminal sanction. If the request is not satisfied, we will be constrained to file an expedited proceeding with the court to seek an *in camera* review of our Petition. In addition to a civil fine, we will request that our costs of court and attorneys' fees be awarded to us and against you for having to take this drastic and unnecessary measure. 5 G.C.A. §10112(d).

Please be governed accordingly.

Very truly yours,


Marcos Fong

Cc: Glimpses of Guam Legal Counsel
GVB Board of Directors c/o Chairperson

GVB0309

GERALD S. A. PEREZ
ACTING PRESIDENT AND CEO
GUAM VISITORS BUREAU
401 PAUE SAN VICTORES ROAD
TUMON, GU 96913



Glimpses of Guam, Inc.



GVB0310

Exhibit "5"



Copy

February 24, 2025

Marcos Fong
Managing Director
Glimpses of Guam Inc.
163 US Army Juan C. Peñeran Street
Barrigada Heights, Guam 96913

Daniel J Berman, Esq.
Berman Law Firm
Suite 503, Bank of Guam Building
111 Chalan Santo Papa
Hagatna, Guam 96910

VIA: Hand Delivery

SUBJ: GVB RFP 2025-002; Notice of Determination of Award without Delay

Dear Sirs:

This is to notify Glimpses of Guam, Inc. that the Guam Visitors Bureau has determined that the award of the contract for GVB RFP 2025-002 without delay is necessary to protect substantial interests of Guam

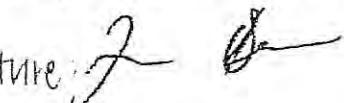
Sincerely,


GERALD S.A. PEREZ

GVB Acting President and CEO

Encs: GVB RFP 2025-002 Determination of Substantial Interest

Print Name: Julio Heras

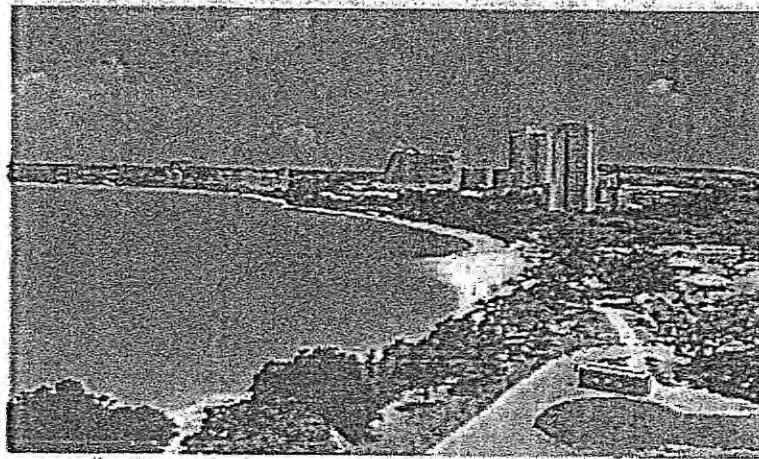
Signature: 

Date: 2/24/25

Time: 3:55 PM



Update – Tourism Recovery Plan for the Government of Guam



Bureau of Statistics and Plans
Government of Guam
December 2024

PKF hospitality LLC • 245 Park Avenue • New York • USA www.pkfhospitality.com
T: +1 (916) 217 2216 E: baron.shmoo@pkfhospitality.com

Managing Director: Mr. Channing Hearn, Mr. Baron Shmoo

PKF hospitality, LLC is a member firm of the PKF International Limited family of legally independent firms and does not accept any responsibility, or liability, for the actions or inactions of any individual member or correspondent firm or firms.

GB0926

● Background and Executive Summary

The Bureau of Statistics and Plans of the Government of Guam, based in Hagåtña, Guam, is currently developing Guam's Tourism Recovery plan for Guam and seeking to reestablish its position as a world class global tourism destination following the COVID-19 pandemic.

Through an RFP process led by the Government of Guam, PKF was selected to provide the Tourism Recovery Plan in several phases, broken down by the following sections – Outreach and Stakeholder Engagement, a Tourism Market Study, Tourism and Destination Marketing, and a Repositioning and Development Strategy. The attached report focuses on Phase 1 - the Tourism Market Study of Guam.

Guam is located in Micronesia, a sub region of Oceania that is composed of 607 islands, southeast of Japan and Korea. The island has been home to the CHamorro people and culture for over 4,000 years. Alongside that cultural legacy, and in more recent times, the island has become home to the Anderson Air Force Base, one of the largest American Military bases in the region.

Tourism was the largest contributor to GDP on the island prior to the pandemic and remains the largest private sector employer. The Guam Visitors Bureau (GVB) has not updated its 2020 plan since its publication in 2014.

In 2023, Guam recorded 656K visitor arrivals, a decrease of 50% since 2013. In 2021, arrivals took a sharp decline as a result of pandemic-related travel restrictions. The most recent record from 2024 fiscal year (October-July) reported passenger arrivals at 775K at the Guam International Airport (GUM), trending upwards since the pandemic but not quite meeting 2019 numbers.

In 2023, the hotel market in Guam registered a weighted average room occupancy of approximately 65%. In that same year, the average room rate (without VAT and breakfast) on the Island was USD 199. Prior to the pandemic, the hotel market performed at a 90% occupancy in 2019 and an average daily rate of USD 213, marking a significant decline in performance attributed to pandemic-induced diminished travel.

Japanese and Korean visitation has decreased since 2013, changing the makeup of Guam's feeder markets. In 2013, Japanese arrivals totaled about 893K, and South Korean arrivals totaled about 246K. In 2023, Japanese arrivals totaled about 136.7K, representing a decline of 85% during the 10-year period from 2013 to 2023, while the number of Korean arrivals declined in the same period by 51%.

Visitation from all of Guam's major feeder markets declined with the onset of the pandemic. The US domestic market, being the first feeder market to relax travel restrictions to Guam in 2021, accounted for 63% of arrivals, the highest percentage in 30 years. This gradually decreased to just 13% in 2023. The majority of US travel has been historically categorized as government or military related, presenting a relatively inelastic source of travelers as the segments provide consistency when compared to the segments of leisure and business.

The three largest feeder markets for Guam – Japan, South Korea, and Taiwan – and their respective travelers, presented a glimpse into their travel values and perception of Guam as a destination through surveys. All parties claimed the ability to travel safely and securely as the most important travel goal, while accrediting Guam's beautiful scenery and nature as a motivating factor in desire to visit the Island.

Although categorized as comparable, the destination set of Hawaii, Commonwealth of the Northern Mariana Islands (CNMI), Okinawa, Fiji and Taiwan showed extreme competition, providing distinct advantages compared to Guam and perhaps contributing to the Island's slow post-pandemic recovery. However, our research suggests that Guam has a compelling tourism story to tell, and with correctly emphasized selling points, the Island can re-enter the competitive market. It is advised that benefits of location, natural topography, and the most unique CHamorro culture with their strong and vibrant traditions, and cuisine are highlighted.

PKF found that Fiji, in particular, was an interesting comparison given its position as another popular remote island destination within the Asia Pacific Region where tourism serves as a key economic driver. Similar to Guam, Fiji is heavily dependent on its three largest regional feeder markets: Australia, New Zealand, and the US. The flight time from Fiji to Australia and New Zealand is similar in length to those from Guam to Japan, South Korea and Taiwan. But while geographically and sizably comparable to Guam, Fiji has positioned itself as a more high-end destination with luxury resort properties and a longer average length of stay. Research of tourism development in Fiji has been mixed but does provide some insight as to the framework and resources Guam would require in order to augment its tourism recovery.

After an analysis of Guam's tourism market, the island's positioning has become clear: a sun and beach experience that highlights natural beauty, culture, and recreational activities, uniquely positioned as a US entity in Micronesia.

To build upon the current tourism product and maximize the island's natural assets, there are numerous Unique Selling Points (USPs) that can be developed further, including: cultural, eco friendly, branding, adventure, marine, and wellness initiatives.

As Guam moves forward with its tourism plan and develops into the market envisioned by stakeholders, there are key success factors that include policy, planning, coordination, commitment, and above all, resources, which will be necessary to develop the island's USPs.

Based on our analysis, PKF has the following long-term recommendations to accelerate the recovery of tourism

- Improve the regulatory framework
- Create an industry governance model
- Improve communication between the public and private sector
- Reduce bureaucracy faced by the industry's small businesses
- Provide a renewed, organized emphasis on CHamorro culture and traditions
- Become the standard for sustainable tourism
- Invest in increasing flights to Guam

PKF has also made additional short-term recommendations that have been constructed to complement the long-term strategies and make an immediate positive impact on the industry and its stakeholders:

- A structured public/private placement (bond issuance) that will fund programs that provide desperately needed resources for the industry
- An organized campaign to promote Guam's unique topography and location
- The creation of a "lighthouse" tourism project
- Full adoption of current industry best practices in ESG (environmental, social and governance)
- Creation of interactive opportunities between tourists and local communities
- A coordinated and strategic investment in digital marketing

PKF's recommendations are not new to the stakeholder in the tourism industry. However, through this research, PKF was surprised by the lack of urgency and priority that tourism receives despite its position as one of the top economic drivers of the local Guamanian economy. Though the Territory remains a unique island destination to those seeking to visit, the lack of coordination and investment puts Guam's tourism brand at risk. Now, more than ever, a united strategic and tactical response is needed to ensure Guam remains an attractive option to the global traveler.

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Annexes

- 1 Outreach and Stakeholder Engagement
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Abbreviations and Acronyms

Acronyms

ADR	Average Daily Rate
BSP	Bureau of Statistics and Plans
CAGR	Compound Annual Growth Rate
CNMI	Commonwealth of the Northern Mariana Islands
DMOs	Destination Management Organizations
DOC	Department of Commerce
EDA	Economic Development Administration
FIT	Free Independent Travel
GMTA	Guam Mass Transit Authority
GRTA	Guam Regional Transit Authority
HANMI	Hotel Association of the Northern Mariana Islands
IVS	International Visitor Survey
MICE	Meetings, Incentives, Conferences and Exhibitions
MVA	Marianas Visitors Authority
NTOs	National Tourism Organizations
OTA	Online Travel Agency
PPP	Public-Private Partnership
REVPAR	Revenue Per Available Room
RFP	Request for Proposal
TAF	Tourist Attraction Fund
UNESCO	United Nations Educational, Scientific and Cultural Organization
UNWTO	The World Tourism Organization
USPs	Unique Selling Points
VWP	Visa Waiver Program
WTTC	World Travel and Tourism Council

Symbols/signs

\$	US dollars
%	percent

1 Introduction

1.1 Project

The Bureau of Statistics and Plans (BSP) received funds through Federal Award No. 07-79-07663 from the Economic Development Administration (EDA) of the U.S. Department of Commerce (DOC) to develop Guam's Tourism Recovery Plan.

BSP determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of BSP to have such services performed under a contract; BSP there upon issued a Request for Proposal (RFP) BSP RFP-BSP-2021-005 soliciting contractual services for the BSP to Develop Guam's Tourism Recovery Plan.

1.2 Assignment

Bureau Of Statistics and Plans awarded the contract to provide Professional Services for the Development of Guam's Tourism Recovery Plan with writing (e-mail) dated 17th May 2022. An update of this data was revised in December of 2024.

The Services as contained in the Scope of Services of the RFP is shown below.

Tourism Market Study (Phase 1)

Tourism and Destination Marketing Assessment (Phase 2)

Repositioning and Development Strategy (Phase 3)

Outreach and Stakeholder Engagement

Guam's Opportunity Zones

The audit of legal terms, in particular the ownership, building, corporate and fiscal terms, is not subject of this assignment. PKF has and will prepare the aforementioned reports on the basis of the *General Terms and Conditions of Doing Business*. When preparing the attached study, we have acted in our position as an expert to the best of our knowledge. However, we cannot guarantee the actual occurrence of any of the forecasted or estimated results.

The tourism plan is exclusively prepared for the client's use. If they are forwarded to any third party, the above-mentioned *General Terms and Conditions of Doing Business* shall also apply vis-à-vis this third party. The report (or parts of it) may only be published after the consultant's prior written approval.



MEMORANDUM TO FILE

DATE February 16, 2025

TO Procurement File

SUBJ Substantial Interest Determination

RE GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services Protest filed by Glimpses of Guam

Introduction

This is a determination that award of the contract for GVB RFP 2025-002 without delay to RIMS is necessary to protect substantial interests of Guam.

GVB as the Key Tourism Driver for Guam

The Guam Visitors Bureau (GVB) is tasked with several responsibilities related to promoting and developing Guam's tourism industry. These include

- Promoting and marketing Guam as a tourist destination
- Encouraging local resident interest in the tourism industry
- Promoting local culture and locally made products
- Collecting, producing, and distributing visitor industry data
- Developing and implementing Guam's tourism strategic and marketing plans
- To efficiently and effectively promote and develop Guam as a safe and satisfying destination for visitors and to derive maximum benefits for the people of Guam

Guam has a substantial interest in its tourism industry, which generates hundreds of millions of dollars of gross island product, thousands of jobs, and tens of millions of dollars in tax revenues.

Challenges facing Guam's Tourism Industry

Currently, Guam is experiencing significant challenges in its recovery from slack tourism sector performance after the COVID-19 pandemic and persistence of weak source market currencies. At GVB's November 7, 2024 Board Meeting, the following was reported for visitor arrivals:

- In fiscal year 2023 (ending September 30, 2023), Guam recorded 602,594 total visitor arrivals.
- For the 2024 fiscal year (October to July), Guam's airport reported 775,000 passenger arrivals.



- The Guam Visitors Bureau had forecasted approximately 900,000 visitors for fiscal year 2024, which would represent about 55.6% of pre-COVID numbers.

At a board meeting on October 24, 2024, Governor Lou Leon Guerrero provided a tourism study finding issues facing the industry.¹ Among the notable issues the following were provided in the report:

- **Lack of a Unique "Must-See" Element:** Guam is seen as similar to other tropical destinations and doesn't have a compelling, unique attraction that makes it stand out.
- **Local Culture and Dining Not Top-of-Mind:** Travelers don't immediately associate Guam with its local Chamorro culture or cuisine. This represents a missed opportunity to differentiate Guam from other destinations.
- **Mixed Perceptions of Guam's U.S. Territory Status:** While some see the U.S. connection as a guarantee of safety, others are turned off by it, preferring destinations that feel less Americanized or have a stronger local identity. Some travelers expressed a dislike for America, so Guam being a U.S. territory makes them less inclined to visit.
- **Limited Activities and Attractions:** Some potential visitors feel that Guam needs more diverse content and tourist attractions beyond just swimming and shopping. They are looking for unique experiences, local souvenir shops, museums, cultural sites, and activities in the surrounding towns.
- **Replaceable Beauty:** Some perceive Guam's beauty as "normal" and not outstanding, making it easily replaceable with other destinations. There's a feeling that Guam lacks a unique selling point that makes it a must-visit location.
- **Small Island Perception:** Some feel Guam is so small that you can see everything in one day.

The report also provided these recommendations to address Guam's tourism problems:

1. Enhance Guam's Unique Identity and Cultural Appeal:

- **Promote Chamorro Culture:** Develop and actively promote authentic cultural experiences that go beyond typical tourist activities. This could include:
 - Cultural village tours and demonstrations
 - Interactive workshops on Chamorro crafts, dance, language, and history
 - Partnerships with local artisans and cultural practitioners
 - Highlighting historical sites and their significance
- **Showcase Local Cuisine:** Elevate Guam's culinary scene by
 - Promoting local Chamorro dishes and restaurants
 - Organizing food festivals and cooking classes featuring local ingredients and techniques
 - Creating culinary tours that explore Guam's diverse food offerings

¹ See Guam Tourism Recovery - Focus Group Highlights (Attached).

- Supporting local farmers and producers to ensure the availability of fresh, local ingredients.

2. Address Perceptions Related to U.S. Territory Status:

- **Emphasize Guam's Unique Blend of Cultures:** Highlight the fusion of Chamorro, American, and other cultural influences that make Guam unique. This could involve:
 - Marketing campaigns that showcase Guam's diverse cultural heritage.
 - Promoting events and festivals that celebrate Guam's multicultural identity.
- **Focus on Safety and Security:** For travelers who value the U.S. connection for safety reasons, emphasize Guam's security and stability as a U.S. territory.
- **Target Travelers Seeking American Experiences:** Market Guam to travelers specifically interested in experiencing American culture in a tropical setting.

3. Diversify Activities and Attractions:

- **Develop a Wider Range of Activities:** Offer more than just swimming and shopping. Consider:
 - Developing adventure tourism activities like hiking, diving, and water sports.
 - Creating cultural and historical tours of Guam's villages and landmarks.
 - Offering opportunities for visitors to interact with local residents.
- **Promote Local Shopping:** Support and promote local souvenir shops and businesses that offer authentic Guam products.

4. Combat the Perception of "Replaceable Beauty" and Small Size:

- **Highlight Unique Natural Features:** Showcase Guam's unique natural landscapes such as its beaches, reefs, and forests.
- **Develop Themed Itineraries:** Create suggested itineraries that encourage visitors to explore different parts of the island and experience its diverse offerings over several days.
- **Promote Day Trips and Excursions:** Offer opportunities for visitors to explore neighboring islands or engage in unique activities off the coast of Guam.

5. Address Price Sensitivity:

- **Offer Value-Added Packages:** Create packages that combine accommodations, activities, and meals at a discounted price.
- **Promote Affordable Options:** Highlight affordable accommodations, dining options, and activities to attract budget-conscious travelers.
- **Target Markets Less Sensitive to Exchange Rates:** Focus marketing efforts on regions with stronger currencies or travelers less concerned about exchange rate fluctuations.

6. Improve Communication and Promotion:

- **Develop Targeted Marketing Campaigns:** Create marketing campaigns that specifically address the concerns and interests of travelers in Japan, South Korea, and Taiwan.
- **Utilize Digital Marketing:** Use social media and online channels to showcase Guam's unique attractions and cultural experiences.
- **Partner with Travel Agencies and Influencers:** Collaborate with travel agencies and influencers to promote Guam as a desirable travel destination.
- **Promote Guam Cuisine in Key Markets:** Introduce Guam cuisine to Japan, South Korea, and Taiwan through restaurants and food events.



The Bureau's use of communications, marketing and events management vendors to drive arrivals.

The Bureau has for a long time used events to promote Guam's tourism offering and generate visitor arrivals. Because of the challenges facing the tourism industry, GVB determined that it would be necessary to up-game its strategic marketing vendor. Selection of an appropriate vendor is key.

On December 26, 2024, the Bureau canceled for convenience its contract with its events management vendor, Glimpses of Guam, Inc (Glimpses), pursuant to its Agreement with the company. In the termination letter, GVB stated that the purpose of seeking new offerors was to engage a firm capable of planning, developing, and executing uniquely designed signature events to attract visitors and enhance Guam's destination appeal.

On December 27th, 2024, GVB Issued RFP 2025-002 For Integrated Communications, Advertising and Event Support Services. With the introduction of the Tourism Recovery Plan and increased directives from the Governor and the Board of Directors, it was necessary to revise and expand the scope of work to meet the challenges ahead. This is clearly seen in the design of RFP 2025-002, which is intended to respond to recommendations found in the Report provided by the Governor.

RFP2021-003	RFP 2025-002
Intent 1.0	Intent 1.0
- focus on recovery	- focus on the CHamoru culture
- Education of residents on health and safety measures	- Tourism development through events
- Information to source markets on health and safety measures	- Strategic brand positioning
- Education of general public on the benefits of tourism	- Involve local communities to build pride and ensure events align
	- Digital marketing and storytelling to increase Guam's digital footprint and showcase Guam's culture

On January 17, 2025 bid submissions were closed. On January 21, 2025, a selection panel recommended award to RIMS. The contract that is contemplated is less than \$450,000.

Following a comprehensive evaluation, Ruder Integrated Marketing Strategies Inc (RIMS) emerged as the highest-rated offeror. Their proposal was not only complete but also visually compelling reflecting the level of professionalism and strategic expertise necessary to support GVB's efforts in revitalizing Guam's tourism industry. Despite their recent



experience with GVB. Glimpses' proposal lacked the level of professional attention expected from a firm responsible for assisting GVB to spearhead strategic tourism initiatives. On the whole, RIMS was chosen because of its successful track record with past events and it has demonstrably more resources to respond to GVB's needs.² RIMS has a partnership agreement with Big Fish Creative, Inc., a branding/marketing firm, and will leverage SKIFT,³ a global tourism intelligence platform, in a venture called *Manlife* to help GVB spur recovery of Guam's tourism sector. As compared to Glimpses, RIMS' response to the solicitation provides advantages over Glimpses as shown by its ability to provide strategic recommendations and expedite communications, advertising and events support services that GVB believes will greatly increase the trajectory of Guam's tourism industry recovery.

RIMS is clearly the superior offering.

Award of GVB RFP 2025-002 without delay is necessary to protect substantial interests of Guam:

On February 4, 2025, Glimpses protested the award to RIMS. The protest is based on two contentions. First, Glimpses believes that the scope of the work in RFP 2025-002 is identical to the scope of its cancelled contract. In other words, Glimpses is protesting that after cancellation for convenience, a procurement for the type of work it had formerly done was conducted. This is an improper basis for a protest, which is only permissible for the method of source selection, solicitation or award of contract. The contract for RFP 2025-002 has yet to be awarded. Nevertheless, it is noteworthy that the method of source selection and solicitation were known since the date of the issuance of the RFP (Dec. 27, 2025) and Glimpses protest on those bases are untimely.

Glimpses' second protest basis is its contention about the specifications which it claims are ambiguous and unfair. Again, Glimpses knew of the specifications since Dec. 27 but never asked for clarification or had questions about the specifications. Glimpses protest is untimely.

Conclusion:

Glimpses' response to the solicitation was inferior, its protest untimely and without merit but stays the award of the contract to RIMS. Given the economic impact of tourism—where each tourism-related job is sustained by approximately 70-75 visitors and supports an estimated 20,000 jobs—GVB cannot afford further setbacks. Owing to the need to give immediate effort to effect a recovery with a superior vendor, it is abundantly clear that award of a contract to RIMS is necessary to protect substantial interests of Guam that is its tourism industry.

² Glimpses may have strained working capital. GVB immediately reimburses costs on projects, but Glimpses subvendors have complained of late payments.

³ Information about SKIFT is available here: <https://skift.com/about/>





By

Christine Lizama

Contracts & Procurement Administrator

Date 2/19/25

Concur

Gerald S.A. Perez

Gerald S.A. Perez
Acting General Manager
Guam Visitors Bureau

Date 2/19/25

Concur

Douglas Moylan

Douglas Moylan GVB 25-4067
Attorney General of Guam

Date 02/20/25

END OF SUBSTANTIAL INTEREST DETERMINATION

Exhibit “6”

PROCUREMENT RECORD

GVB RFP 2025-002

IN THE APPEAL OF:
GLIMPSES OF GUAM, INC.

CASE NO. OPA-PA-25-002

APPELLANT



BERMAN LAW FIRM
Attorneys at Law

MAR 21 2025

Time Received: 4:06 pm
Received By: CP

OFFICE OF THE CHIEF COMPTROLLER
PROSECUTOR'S OFFICE
DATE: 3/21/2025
TIME: 3:00 PM
25-002

1 **McDONALD LAW OFFICE, LLC**
2 173 Aspinall Avenue, Suite 207A
3 Hagatna, Guam 96910
4 Telephone: (671) 588-8866
5 Facsimile: 671-472-9616
6 Email: guam@mcdonald.law

7 Attorneys for Purchasing Agency
8 *Guam Visitors Bureau*

1 *RECEIVED
2 3/21/2025
3 3:00 PM EPM 24 (M)
4 25.002*

7 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**
8 **PROCUREMENT APPEAL**

9 **IN THE APPEAL OF**

10 **GLIMPSES OF GUAM, INC.,**

11 **Appellant.**

12 **Appeal No. OPA-PA-25-002**

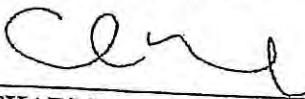
13 **AGENCY SUBMISSION OF**
14 **PROCUREMENT RECORD**

15 COMES NOW, Appellee, GUAM VISITORS BUREAU ("GVB") by and through its legal
16 counsel, McDonald Law Office, LLC by Charles H. McDonald II and submits the procurement
17 record pursuant to 2 GAR, Div. 4 § 12104(c)(3).

18 **DATED** this 21st day of March, 2025.

19 **McDONALD LAW OFFICE, LLC**
20 **Attorneys for Purchasing Agency**
21 **Guam Visitors Bureau**

22 **By:**

23 
CHARLES H. MCDONALD II

26 **BERMAN LAW FIRM**
27 **Attorneys at Law**

28 **MAR 21 2025**

Time Received: **4:06 pm**
Received By: **CP**

Exhibit "7"



BERMAN LAW FIRM
ATTORNEYS AT LAW

MAR 24 2025

Time Received: 10:37 AM
Received By: TML

LETTER OF TRANSMITTAL

DATE: March 21, 2025

ATTENTION: Mr. Daniel J. Berman, Esq. CONTACT NO.: 671-477-2778

COMPANY: Berman Law Firm

PHYSICAL ADDRESS: 111 Chalan Santo Papa, Hagåtña, Guam 96910

REGARDING: Decision Denying Protest for GVB RFP No. 2025-002

DESCRIPTION OF ITEMS TRANSMITTED HEREWITH:

Quantity	DATE	DESCRIPTION
1	March 21, 2025	Decision Denying Protest for GVB RFP No. 2025-002

THESE ITEMS ARE TRANSMITTED (as checked below):

<input type="checkbox"/> For Approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit	Copies for Approval
<input type="checkbox"/> For Your Use	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit	1 Copies for Distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned for Corrections	<input type="checkbox"/> Return	Corrected

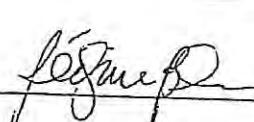
REMARKS

None.

Received
By:

Sign Name Here

Sent
By:


Régine Biscoe Lee

Date:
Time:

Print Name Here

President & CEO
Guam Visitors Bureau



If enclosures are not as noted, please notify us immediately.

BEFORE THE GUAM VISITORS BUREAU
IN THE PROTEST OF GVB RFP NO. 2025-002
GLIMPSSES OF GUAM, INC. DECISION DENYING PROTEST
Protestant.

This is the Guam Visitors Bureau's Decision Denying Glimpses of Guam Inc.'s Protest of Method, Solicitation and Award ("Glimpses Protest"). The facts and bases for GVB's decision denying Glimpses' Protest follow:

1. Guam faces significant challenges in its recovery from slack tourism sector performance after the Covid pandemic. At its Oct. 24, 2024 Board Meeting, Gov. Lourdes A. Leon Guerrero presented a report that showed Guam's tourism industry needed improvement and challenged GVB to work with industry to turn tourism around before it was too late. At its Nov. 7, 2024 Board Meeting, GVB forecasted FY2025 to attain to only 55.6% of pre-Covid arrivals.

2. Glimpses was awarded a contract by GVB for RFP 2021-003 for Project Support Services (the “PSS RFP”) on Nov. 29, 2023. The PSS RFP centered on the Bureau’s tourism focus during the Covid pandemic through education of residents on health and safety measures, providing information to source markets on Guam’s health and safety measures, and education of the general public on the benefits of tourism. The PSS Contract was terminated for convenience on December 26, 2024.

3. On December 27, 2024, GVB issued RFP 2025-002 for Integrated Communications, Advertising and Event Support Services (the “ICAESS RFP”). The ICAESS RFP was specifically intended to allow Guam to pivot from pandemic-era market conditions to adapt and evolve to meet the industry’s post-Covid challenges. Differing markedly with the PSS RFP, the ICAESS RFP’s focus is CHamoru culture, and centers on tourism development through events.

1 strategic brand positioning, involvement of local communities to build pride and ensure events
2 align, and digital marketing and storytelling to increase Guam's digital footprint and showcase
3 Guam's culture.

4 4. Beginning on Dec. 27, 2025, several prospective bidders for the ICAESS RFP requested
5 copies of the RFP. Glimpses obtained the ICAESS RFP packet on Jan. 3, 2025 and, accordingly,
6 had knowledge of its contents on that date.

7 5. Two amendments were made to the ICAESS RFP. The deadline for submission of
8 questions for clarification of the ICAESS RFP was Jan. 2, 2025. Only Ruder Integrated
9 Marketing Strategies ("RIMS") and Big Fish Creative, Inc. ("Big Fish") timely submitted
10 questions to GVB, which GVB answered. Galaide Group. LLC ("Galaide") submitted questions
11 after the end of the business day deadline which GVB did not answer. Glimpses submitted no
12 questions.

13 6. With the second amendment, bid submissions for the ICAESS RFP were made due Jan.
14 17, 2025. Responses of note; Big Fish and RIMS partnered and submitted their proposal as
15 coming from the Manhita Group, a formal partnership, formed to respond to the ICAESS RFP,
16 while Galaide and Glimpses submitted their own individual proposals as did the Greenlight Group
17 ("Greenlight").

18 7. Bids responding to the ICAESS RFP were opened on Jan. 17, 2025, with Galaide,
19 Glimpses, RIMS and Greenlight's submissions being evaluated by GVB's Director of Destination
20 Development, Director of Global Marketing, and Senior Destination Specialist. These evaluators
21 ranked the submissions and scored them as follows: First – Manhita, 271; Second – Galaide, 261;
22 Third – Glimpses, 220; Fourth – Greenlight, 215.

1
2 GVB RFP 2025-002
3 DECISION DENYING PROTEST

4
5
6 8. GVB notified all bidders of its intent to award the ICAESS contract to RIMS on Jan. 21,
7 2025.

8
9 9. On Jan. 27, 2025, Glimpses FOIA'd the ICAESS RFP procurement record and was given
10 access to it on Jan. 31, 2025.

11
12 10. On Feb. 4, 2025, Glimpses protested GVB's method, solicitation or award of the ICAESS
13 RFP stating the grounds that follow below.

14
15 11. A determination was made by GVB on Feb. 19, 2025, and on Feb. 20, 2025, the
16 designated Deputy Attorney General concurred that, award of the contract for the ICAESS RFP
17 without delay was necessary to protect the substantial interest of Guam.

18
19 12. GVB notified Glimpses on Feb. 24, 2025 that award of the contract for the ICAESS RFP
20 was necessary without delay to protect the substantial interest of Guam.

21
22 13. Glimpses failed to appeal GVB's determination of substantial interest in accordance with
23 5 GCA § 5425 (g).

24
25 14. GVB executed the ICAESS contract with RIMS on Mar. 4, 2025.

26
27 15. Glimpses' main complaint in its Protest is that RIMS/Manhita was a lesser qualified
28 bidder. Three evaluators analyzed bid submissions and found that RIMS' submission was
responsive and superior to Galaide's submission, which was ranked second, and superior to
Glimpses' submission as well. Driven by business necessity arising from industry conditions and
the Governor's imploring action to turn the industry around; these evaluators' scores took account
of the competing bidders' qualifications and experience, demonstrated capability and capacity to
respond, quality and responsiveness, plan of performance – approach and strategy and gave
objective evaluations. Glimpses' Protest failed to provide reasoning or evidence to suggest that

1 GVB RFP 2025-002
2 DECISION DENYING PROTEST

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11 the evaluators' scoring was deficient on any of the stated criteria. Comparison of submissions
12 shows that the RIMS/Manhita submission was to consist of the combined efforts of RIMS as the
13 lead agency, Big Fish, the creative strategist, and Skift, a global tourism strategy firm engaged by
14 RIMS and Big Fish to provide additional support. Manhita's presentation was visually appealing,
15 in-depth, comprehensive and responsive to GVB's solicitation. Manhita's submission more
16 favorably meets the intent behind the ICAESS RFP and GVB's needs. There is sufficient basis,
17 therefore, to decide that RIMS's submission was superior by 10 points to Galaide and 51 points to
18 Glimpses. Protest on this basis is denied.

19 16. Glimpses next Protest basis was that, despite the PSS contract being renewed in
20 Sep. 2024, and there being no indication of unsatisfactory work associated with that procurement,
21 the scoring was unfairly biased in favor of Manhita. Glimpses appears substantively to be
22 protesting a contract controversy involving the PSS RFP under 5 GCA § 5427 and not the
23 method, solicitation, or award of the ICAESS RFP under 5 GCA § 5425. Also, Glimpses'
24 reasoning fails to account for the intent for the ICAESS RFP, only relying on the design of the
25 PSS RFP, which is insufficient for GVB's and the tourism industry's present business reality.
26 Furthermore, each of the evaluators affirmed they had no conflicts regarding their participation in
27 the evaluation of the ICAESS RFP bid submissions. Based on the foregoing reasons, Glimpses
28 Protest this basis is denied.

29 17. Glimpses' next Protest basis was that it was asked to create a hypothetical scenario with
30 very little guidance on budget, expected performance outcomes, or relevant criteria for judgment.
31 All other bidders were allowed access to the solicitation packet as early as Dec. 27, 2024 and can
32 be charged with knowledge of the contents of the ICAESS RFP on that date. Glimpses obtained a
33

1
2 GVB RFP 2025-002
3 DECISION DENYING PROTEST

4 copy of the solicitation packet on Jan. 3, 2025 and had actual knowledge what a responsive bid
5 would entail from that date. Its Feb. 4, 2025 protest on this specific point was untimely.
6 Nevertheless, it is clear that all bidders obtained information sufficient to complete and submit
7 their responses, with Manhita and Galaide having enough understanding of what was required for
8 bidders' submissions. As to Glimpses' contention that it had little guidance to create a
9 hypothetical scenario; to the extent that may be true—which can be doubted because Manhita and
10 Galaide had superior responses—it bears responsibility for failure to timely ask for clarification
11 regarding the requirements of the ICAESS RFP or to seek another accommodation so that it could
12 address any issues it perceived with the procurement. For the foregoing reasons, this basis of
13 Glimpses' Protest is denied.

14 18. GVB having decided against each basis of Glimpses Protest, denies the protest for the
15 reasons stated herein.

16 Dated this 21st day of March 2025 by:

17 
18 GERALD S. A. PEREZ
19 for DEPUTY GENERAL MANAGER
20 GUAM VISITORS BUREAU

Exhibit “8”

Year: 2023

File Number: LLC-1514

LLC-1514

Domestic and Foreign Limited Liability Company
Annual Report
For

APR 13 2013
GENERAL LICENSING &
REGISTRATION BRANCH

Name of Limited Liability Company: Manhita Guam, LLC

State or Country under whose laws it is organized: Guam

The date of organization or, if a foreign limited liability company, the date on which it was authorized to transact business on Guam: August 8, 2012

The address of the principal office of the limited liability company: 116 Chalan Santo Papa, Hagatna, Guam 96910.

The management of the limited liability company is vested in its members, the name and address of each member:

Michael T. Benito
116 Chalan Santo Papa
Hagatna, Guam 96910

John A. Limtiaco
158 Avenida Herman Deleon St.
Sinajana, Guam 96910

The Management of the limited liability company is vested in (1) or more managers, the name and address of each manager:

Michael T. Benito Managing Member
116 Chalan Santo Papa
Hagatna, Guam 96910

A brief statement of the nature of the business, which the limited liability company actually conducts on Guam: Coin Laundry

It's registered agent for service of process and registered agent's address:

Michael T. Benito
Managing Member
116 Chalan Santo Papa
Hagatna, Guam 96910



AGA-389112

I, Michael T. Benito, being duly sworn, depose and say that I am the Member of Partner or Agent of Manhita Guam, LLC and that this Annual Report and the information set forth herein is true and correct to the best of my knowledge and belief.



Signature

PURSUANT TO SECTION 4308, TITLE 6, GCA, UNSWORN DECLARATION UNDER PENALTY OF PERJURY, I
DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF GUAM, THAT THE FOREGOING IS TRUE
AND CORRECT.



Michael T. Benito, Managing Member
Date: 09/09/2021

ARTICLES OF ORGANIZATION
OF
MANHITA GUAM, LLC

DEPT OF COMMERCE & TAXATION
GUAM
REGISTRATION

AUG 08 2012

157
BUSINESS REGISTRATION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, desiring to become a limited liability company under and in accordance with the laws of Guam, and to obtain the benefits conferred by said laws upon limited liability companies, do hereby mutually agree upon and enter into the following Articles of Organization.

ARTICLE ONE

The name of the limited liability company shall be:

MANHITA GUAM, LLC

ARTICLE TWO

The limited liability company may carry on any lawful business whatsoever. Without limiting the foregoing, the limited liability company's primary purpose is:

To engage in the business of establishing, maintaining, and operating coin-operated, self-service, laundry and dry cleaning facilities in all of its phases, including, without being limited to, the buying, selling, leasing, renting, maintaining, using, operating, installing, and distributing of all materials, equipment, and personal property appurtenant or incident to and useful in laundering and dry cleaning businesses, together with the rights incident to establishing and maintain such equipment on public or private property; and to purchase, own, hold, convey, and otherwise use and enjoy real and personal property of all kinds for the operation of the business, and to acquire, construct, maintain, and operate buildings and equipment deemed necessary or convenient in connection with the business.

To act as financial, commercial, or general consultant, agent or representative of any corporation, association, firm, syndicate, or individual, and as such to develop, improve, and extend the property, trade, and business interests of those individuals or organizations. To acquire, preserve, and coordinate information on markets, developing potentials, opportunities, resources, businesses, industries and their needs, and to provide facilities for trade and the exchange of products, services, ideas, and statistical business information between companies and individuals in and between communities and trade centers throughout Guam, and other states and nations, when and as authorized by law.

The limited liability company shall have as its additional purposes:

(a) Import-Export. To export from and import into Guam, and from and into any and all foreign countries, as principal or agent, wholesaler, retailer, or agent for

A99- 436066**FORM OFFICIAL RECEIPT**

GOVERNMENT OF GUAM
 DEPARTMENT OF ADMINISTRATION
 FINANCIAL MANAGEMENT DIVISION
 P.O. BOX 884 HAGATNA GUAM 96932

DATE: 03/31/2025PAYOR: Berman's Office

ADDRESS: _____

PAID

MAR 31 2025

Treasurer of Guam

#5

NOT VALID UNLESS OVERPRINTED BY OUR REGISTER/STAMP

PAYMENT INFORMATION

DESCRIPTION	RESERVED FOR ISSUING OFFICE:	
	ACCOUNT NUMBER	AMOUNT
COPY OF ARTICLES & BY LAWS X2 1. D-12084 2. LC-1514	56902-1	40 -
ISSUING OFFICE: <u>BUR</u>	PLEASE PAY TREASURER OF GUAM	
AGENT: <u>DJR</u>	TOTAL DUE	40 -

 CASH CHECK: # 5473

OTHER: _____

FCN-2-2-35

A99- 436067**FORM OFFICIAL RECEIPT**

GOVERNMENT OF GUAM
 DEPARTMENT OF ADMINISTRATION
 FINANCIAL MANAGEMENT DIVISION
 P.O. BOX 884 HAGATNA GUAM 96932

DATE: 03/31/2025PAYOR: Berman's Office

ADDRESS: _____

PAID

MAR 31 2025

Treasurer of Guam

#5

NOT VALID UNLESS OVERPRINTED BY OUR REGISTER/STAMP

PAYMENT INFORMATION

DESCRIPTION	RESERVED FOR ISSUING OFFICE:	
	ACCOUNT NUMBER	AMOUNT
COPY OF Annual Reports (4 pages)	56902-2	4 -
ISSUING OFFICE: <u>BUR</u>	PLEASE PAY TREASURER OF GUAM	
AGENT: <u>DJR</u>	TOTAL DUE	4 -

 CASH CHECK: # 5473

OTHER: _____

FCN-2-2-35

Exhibit “9”

D-12084

(Domestic) Charter Number: _____

(Foreign) Registration Number: _____

Year: 2010 - 2023

GUAM ANNUAL REPORT

for

Manitua Corp

RECEIVED
BY MAIL

JUN 14 2011
G 311
GENERAL LICENSING &
REGISTRATION BRANCH

was duly incorporated under the laws of Guam/State of Guam or
of the country _____, the Date of Incorporation: _____.

If it is a foreign corporation, the date it was duly authorized/admitted to transact business in Guam:

It's Registered Agent for Service of Process and registered agent's address: (for domestic Managing Agent)

(Street Address)

The physical address of the Principle Office in Guam is: 8 EAST END ON CR
PENNZ ACRES, Y160 GU. 96429

The name and business addresses of the corporation's directors and principal officers are as follows:

Name	Title	Business Address
<u>VINCENT A. MAFRIAS</u>	<u>PRESIDENT</u>	<u>8 EAST END CR PENZ ACRES</u>
<u>Cecilia M. Scoggs</u>	<u>Director</u>	

A brief statement of the character of the business in which the corporation is actually transacting on Guam
is as follows:

EXHIBIT
9

⁹The total number of shares authorized. Itemized by class, par value of shares, shares without par value shares are as follows:

Shares authorized	Class of Stock	Par Value of each share	Shares without par value
<u>Vincent A. Marras</u>		1.00	
<u>Cecilia M. Scoggs</u>		1.00	

The number of shares outstanding, itemized by class, par value of shares, share without par value are as follows:

The corporation has less than fifteen (15) shareholders, their names, citizenship, number and class of shares held are as follows:

Friendship Charge Subscribed Class of 1900
Vincent A. MAGNUS U.S.
for Cecilia M. Scoggs
Cecilia M. Scoggs U.S.

Pursuant to Section 4308, Title 6, Guam Code Annotated, I declare under the penalty of perjury under the Laws of Guam that the foregoing is true and correct.

Signature:

the foregoing is true and correct.

*Janet C. M.
Janet + A. MAFRA*

Name: _____

Date:

6/14/2024

Title:

Present

ARTICLES OF INCORPORATION
OF
MANHITA CORPORATION
TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:

Preamble

KNOW YE, that we, the undersigned, desiring to become incorporated as a corporation under and in accordance with the laws of Guam, and to obtain the benefits conferred by said laws upon corporations, do hereby mutually agree upon and enter into the following articles of incorporation.

ARTICLE 1

CORPORATE NAME

§1.1. *Name.* The name of the corporation (the "Corporation") shall be:

"MANHITA CORPORATION"

ARTICLE 2

PRINCIPAL OFFICE

§2.1. *Principal office.* The place of the principal office of the Corporation shall be in the municipality of Agaña, Guam, and there may be such subordinate or branch offices in such place or places within or without Guam as may be deemed necessary or requisite by the board of directors to transact the business of the Corporation, such branch or subordinate offices to be held in the charge of such person or persons as may be appointed by the board of directors.

ARTICLE 3

PURPOSES AND POWERS

§3.1. *Purposes.* This Corporation is formed for the principal purpose of engaging in the operating of a bar and restaurant, retail and wholesale, and related enterprises within Guam, the Commonwealth of the Northern Mariana Islands, the Federated States of Micronesia, the Republic of Belau, the Republic of the Marshall Islands, the U.S. Trust Territory of the Pacific Islands, any other territory or state of the United States, or elsewhere in the world, and to that end:

SWORN STATEMENT OF THE TREASURER
OF
MANHITA CORPORATION

Preamble

KNOW YE, that I, the undersigned, being first duly sworn, duly elected and qualified and acting treasurer of MANHITA CORPORATION (the "Corporation") do hereby CERTIFY as follows:

§1. Incorporators and capital. I, Eugene A. Rios, a resident of Guam, was duly elected as acting treasurer of the Corporation at a meeting of the subscribers to the Corporation held on the 27th day of March, 1997, at the law offices of Gayle & Teker, in Agaña, Guam; the total number of authorized shares of the capital stock of the Corporation is One Hundred Thousand Dollars (\$100,000) divided into One Hundred Thousand (100,000) shares of common stock of the par value of One Dollar (\$1.00) each; at least twenty percentum (20%) of the capital stock of the Corporation has been subscribed and at least twenty-five percent (25%) of said subscription has been paid to me for the benefit and to the credit of the Corporation in the following manner, to wit:

<i>Names:</i>	<i>Amounts subscribed:</i>	<i>Amount paid</i>
Vincent P.A. Mafnas,	40,000 shares,	\$40,000.00,
Cecilia M. Scroggs,	5,000 shares,	\$5,000.00,
Eugene A. Rios,	5,000 shares,	\$5,000.00.

for a total of Fifty Thousand (50,000) shares subscribed and Fifty Thousand Dollars (\$50,000) in lawful money of the United States paid in.

§2. Secretary. At said meeting, Cecilia M. Scroggs, a resident of Guam, was duly elected as secretary of the Corporation.

Execution

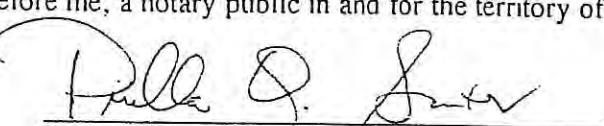
IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of March, 1997.



EUGENE A. RIOS, treasurer.

SUBSCRIBED and SWORN to before me, a notary public in and for the territory of Guam, this 27th day of March, 1997.

) SEAL (



PRISCILLA Q. SANTOS
NOTARY PUBLIC
IN AND FOR THE TERRITORY OF GUAM, U. S. A.
MY COMMISSION EXPIRED MARCH 2, 1997
320 EAST MARINA DRIVE
AGANA, GUAM 96910

Exhibit “10”

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is entered into on this 15th day of January, 2025, by and between **Ruder Integrated Marketing Strategies**, a company registered and operating under the laws of Guam with its principal place of business at 674 Harmon Loop Road, Suite 207 ("RIMS"), and **Big Fish Creative, Inc.**, a company registered and operating under the laws of Guam, with its principal place of business at 201 Farenholt Ave. Suite 102 Tamuning, Guam ("Big Fish Creative"). Collectively, Ruder and Big Fish Creative shall be referred to as the "Parties" and individually as a "Party."

- 1. PURPOSE** The purpose of this Agreement is to establish a partnership between the Parties to jointly provide marketing, advertising, and communication services to the Guam Visitors Bureau ("GVB"). The Parties agree to collaborate to leverage their expertise and resources to effectively serve GVB's marketing objectives.
- 2. SCOPE OF WORK** The Parties shall jointly provide the services outlined in GVB RFP No. 2025-002 to GVB.
- 3. TERM AND TERMINATION** This Agreement shall commence on the Effective Date and shall remain in effect for the term of the contract with GVB unless terminated earlier by mutual agreement or as provided herein. Either Party may terminate this Agreement with a 30-day written notice if the other Party breaches any material term of this Agreement and fails to cure such breach within 15 days of receiving written notice. c. Termination shall not affect any ongoing obligations to GVB or payments due for services rendered.
- 4. COMPENSATION AND EXPENSES** The Parties shall negotiate compensation terms with GVB and agree on the revenue-sharing structure before engaging in any projects. Each Party shall be responsible for its operational expenses unless otherwise agreed upon in writing. Any shared costs shall be split based on a mutually agreed-upon ratio.
- 5. CONFIDENTIALITY** Both Parties agree to keep all confidential information regarding GVB, their partnership, and business operations strictly confidential. Confidentiality obligations shall survive the termination of this Agreement.
- 6. INTELLECTUAL PROPERTY** Any intellectual property created under this partnership shall be jointly owned unless otherwise specified in writing. Neither Party may use the intellectual property created for GVB outside of the scope of this Agreement without prior consent.
- 7. DISPUTE RESOLUTION** Any disputes arising under this Agreement shall first be resolved through good-faith negotiations between the Parties. If negotiations fail, the dispute shall be resolved through mediation or arbitration in Guam.
- 8. GOVERNING LAW** This Agreement shall be governed and construed in accordance with the laws of Guam.



9. **GENERAL PROVISIONS** **Independent Contractors:** The Parties acknowledge that they are independent contractors and not employees, partners, or agents of each other. **Amendments:** Any modifications to this Agreement must be made in writing and signed by both Parties. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RUDER INTEGRATED MARKETING SERVICES

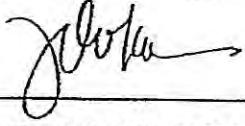
By: 

Name: STEVE RUDER

Title: PRESIDENT

Date: JANUARY 15, 2025

BIG FISH CREATIVE, INC.

By: 

Name: JENEVIEVE OOKA

Title: MANAGING DIRECTOR

Date: JANUARY 15, 2025



GVB Procurement Office <procurement@visitguam.org>

Re: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services

Steve Ruder <steveruder@rimsguam.com>

Mon, Mar 3, 2025 at 3:29 PM

To: GVB Procurement Office <procurement@visitguam.org>, Gery Perez <gerry.perez@visitguam.org>
Cc: Jenevieve Sablan-Ooka <jsablan@bigfishcreative.com>, Steve Ruder <steveruder@rimsguam.com>

Hafa Adai Tina,

Attached please find our latest price proposal based on our most recent negotiation meeting with GVB.
We are available at your convenience to discuss your feedback/approval.

Regards,

Steve Ruder

On Sat, Mar 1, 2025 at 9:42AM GVB Procurement Office <procurement@visitguam.org> wrote:
THIS IS BEING SENT TO YOU ON BEHALF OF THE GVB ACTING PRESIDENT AND CEO:

Hafa Adai Mr. Ruder: Thank you for your email confirmation. Our President and CEO looks forward to your proposal for his review and determination as he's noted in a separate email his intentions to move forward with this as quickly as possible next week. Please do note to address your proposal to:

Dr. Gerald S.A. Perez
Acting President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

Thank you,
Tina

GVB Procurement Office



GUAM VISITORS BUREAU
401 Pale San Vitores Road | Tumon, Guam 96913 | (671) 646-5278
procurement@visitguam.org | guamvisitorsbureau.com



On Fri, Feb 28, 2025 at 3:45 PM Steve Ruder <steveruder@rimsguam.com> wrote:
Hafa Adai Tina,

Thank you for your email.

We will provide the revised cost proposal soonest for your review

Regards,

Steve Ruder

On Fri, Feb 28, 2025 at 9:35AM GVB Procurement Office <procurement@visitguam.org> wrote:
THIS IS BEING SENT TO YOU ON BEHALF OF THE GVB ACTING PRESIDENT AND CEO:

Hafa Adai Mr. Ruder: We are able to proceed with negotiations for GVB RFP 2025-002. Per last negotiations held on February 4, 2025, you and team were to provide revised proposal based on those discussions and terms that day, please do provide this proposal soonest for our President/CEO's review and determination.

thank you,
Tina Fillmed
Contracts & Procurement Officer

GVB Procurement Office



GUAM VISITORS BUREAU

401 Pale San Vitores Road | Tumon, Guam 96913 | (671) 646-5278
procurement@visitguam.org | guamvisitorsbureau.com



Regards

Steve Ruder



Ruder Integrated Marketing Strategies
Office (671) 635 1126
Cell (671) 687-0958
674 Harmon Loop Road, Suite 207,
Dededo, Guam 96929

www.rimsguam.com

Regards

Steve Ruder



Ruder Integrated Marketing Strategies
Office (671) 635.1126
Cell (671) 687-0958
674 Harmon Loop Road, Suite 207,
Dededo, Guam 96929

www.rimsguam.com

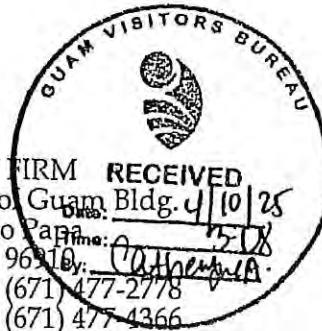
GVB0665

 **RiMS - GVB RFP 2025-002 Price Proposal - March 3 2025.pdf**
674K

GVB0666

GVB0667

Exhibit “11”



1 BERMAN LAW FIRM **RECEIVED**
 2 Suite 503, Bank of Guam Bldg. 4 **4/10/25**
 3 111 Chalan Santo Papa, **1518**
 4 Hagåtña, Guam 96910, **Attappuia**
 5 Telephone No.: (671) 477-2778
 6 Facsimile No.: (671) 477-4366

4/10/2025

235

25-002

5 Attorneys for Appellant:
 6 **GLIMPSES OF GUAM, INC.**

RECEIVED

7 **BEFORE THE GUAM VISITORS BUREAU**

APR 10 2025

8 IN THE APPEAL OF

Docket No. OPA-PA-002

MCDONALD LAW OFFICE LLC

9 **GLIMPSES OF GUAM, INC.,**

Received By: **CR**

10 **Appellant.**

APPELLANT'S COMMENTS ON THE PURCHASING AGENCY REPORT AND STATEMENT

2:42 pm

11
 12 These Comments on the Purchasing Agency Report and Statement issued March
 13 26, 2025 by the Appellant GLIMPSES OF GUAM, INC. ("Glimpses") were set forth in its
 14 April 2, 2025 Notice of Second Procurement Protest filed and served on Guam Visitors
 15 Bureau ("GVB") and its legal counsel on April 2, 2025.

16 Only on March 21, 2025, "The Manhita Team" bid was first disclosed. This is
 17 despite the Glimpses Sunshine Law and Freedom of Information Act Request
 18 demanding all of the GVB procurement record. This FOIA was served on GVB on
 19 January 27, 2025. *See Exhibit "4".* On March 24, 2025, Decision Denying Protest was
 20 served on Glimpses. *See Exhibit "7".* On March 26, 2025, the GVB Agency Report and
 21 Statement was issued.

22 On April 2, 2025, Glimpses filed and served its Notice of Second Procurement
 23 Protest on GVB and its counsel.

24 The GVB Agency Report fails and refuses to disclose that the GVB awarded
 25 contract is to a non-bidder (RIMS), and GVB only evaluated a bid from "The Manhita
 26 Team". Further, the GVB Agency Report failed to disclose their violation of
 27 procurement law at 5 GCA § 5425(c) (Disclosure of a right to "administrative and
 28 judicial review"); and, concealed their refusal to produce the key evidence of "The

EXHIBIT

11

COPY

1

2 Manhita Team" bid on or before February 1, 2025 as was required by the Glimpses
3 FOIA served January 27, 2025. Last, the GVB Agency Report is not compliant with an
4 "Agency Report" because it is not signed by the GVB Chairman of the Board or its
5 President or any GVB officer, nor is the Report even on GVB Letterhead. Instead, only
6 Attorney McDonald signed it on McDonald Law Firm Letterhead. *See* 2 GAR § 12105
7 (Agency Report). Without a compliant GVB Agency Report, no clock could start to run
8 on a deadline for Comments from the Appellant.

9

BACKGROUND

10 The names of competing Bidders, Offerors, or Contractors known to Appellant
11 are: "The Manhita Team"; Galaide; and, Greenlight.

12 On December 27, 2024, GVB issued RFP 2025-002.

13 On January 17, 2025, "The Manhita Team" submitted its bid. *See* Exhibit "1", a
14 true and accurate excerpt copy of The Manhita Team bid, Bates No. GVB0697 through
15 GVB074, attached. Likewise, on January 17, 2025, Glimpses also timely submitted its
16 bid.

17 On January 17, 2025, GVB evaluated four (4) bidders was completed and The
18 Manhita Team was ranked number 1 with 271 points. *See* Exhibit "2", GVB Evaluations
19 of four (4) bidders, attached.

20 On January 21, 2025, GVB sent Notice of Intent to Award to Glimpses and
21 advised that Ruders Integrated Marketing Strategies ("RIMS") shall be awarded the
22 new contract. *See* Exhibit "3", GVB Notice of Intent to Award, attached.

23 On January 27, 2025, Glimpses served its Sunshine Law and FOIA Request for all
24 documents that included "1. The bid submissions of RIMS ... correspondence and
25 documents of all kind and nature related to bid submissions for GVB RFP No. 2025-
26 002". *See* Exhibit "4", attached.

27

28

Yet on February 1, 2025, GVB refused to produce and concealed “The Manhita Team” bid, and only produced that part of the procurement record that they preferred to show to Glimpses.

On February 4, 2025, Glimpses filed and served its Notice of Procurement Protest.

7 On February 24, 2025, GVB Notice was issued that the Award was necessary
8 without delay to protect the substantial interests of Guam. *See Exhibit "5", attached.*
9 However, the GVB Notice failed to comply with 5 GCA § 5425(c) Decision (2) "inform
10 the protestant of its right to administrative and judicial review".

11 On March 11, 2025, Glimpses filed its Notice of Procurement Appeal to the Office
12 of Public Accountability ("OPA"). Therein, at p. 3, Glimpses invoked the automatic
13 stay of 5 GCA § 5425(g).

14 On March 21, 2025, GVB signed its Procurement Record. *See* GVB Procurement
15 Record cover sheet, Exhibit "6", attached. Glimpses received for the first time
16 disclosure of "The Manhita Team" bid. *See* Exhibit "1". In contrast, no bid was
17 submitted individually by RIMS. Therein, Glimpses learned for the first time that on
18 March 4, 2025, GVB acted, without notice to Glimpses or the public, to allegedly execute
19 a contract with RIMS. *See* Decision Denying Protest, Exhibit "7" at ¶14, p. 3. However,
20 no such RIMS and GVB contract has been disclosed or produced to Glimpses thus far.

21 On March 24, 2025, service was made on Glimpses of the GVB Decision Denying
22 Protest. *See Exhibit "7"*, Decision Denying Protest dated March 21, 2025, attached.
23 Therein, GVB made first disclosure that an actual contract was executed by GVB with
24 RIMS, although no copy of such contract has been produced or disclosed to Glimpses.

25 In the evaluation, Glimpses was ranked third with 220 points and "The Manhita
26 Team" was ranked first with 271 points. However, only non-bidder RIMS received a
27 contract from GVB, but not "The Manhita Team". *See Exhibit "1" ("The Manhita Team"*
28 *bid excerpt first 7 pages).*

1. No Individual RIMS Bid Was Ever Submitted in Response to the RFP

3 Based on the surprise and belated required disclosure of the GVB Procurement
4 Record, the OPA and Glimpses may now review and see that "The Manhita Team"
5 submitted a comprehensive bid for the award of the contract. *See Exhibit "1".* Fourteen
6 (14) times "The Manhita Team" is named in their bid submission. *Exhibit "1".*
7 However, GVB has no intention and, according to its documents, will not award or
8 execute any contract with "The Manhita Team". The latest reports and documents from
9 DRT show that no such "Team" was incorporated, is not a filed partnership and nor a
10 dba of any actual companies associated with the "Team"; that are, Big Fish Creative,
11 Inc., Ruder Integrated Management Services, Inc. and SKIFT.

12 Instead, the DRT documents available reveal that corporation papers do exist for
13 a separate "Manhita Corporation" (1998) and "Manhita Guam LLC" (2012) which are
14 duly authorized and established corporations. None of the available recorded papers
15 from DRT relate to "The Manhita Team". "Manhita Guam LLC" was organized on
16 August 8, 2012 for the purpose of "coin-operated ..." laundry facilities; and, "Manhita
17 Corporation" was formed on March 27, 1997 to engage in operation of a "bar and
18 restaurant". See Exhibit "8", DRT filed Manhita Articles of Organization and
19 Incorporation, respectively. Review of DRT filings supports only the thesis that The
20 Manhita Team is not only an illusion, but misrepresents other duly registered and
21 existing Guam corporations with no legal connection to this "Team".

22 GVB has zero factual basis in the procurement record to assume or conclude, as it
23 did, that: "Big Fish and RIMS partnered" and "... a formal partnership, formed to
24 respond to the ICAESS RFP ..." existed. *See* Decision Denying Protest at pg. 2, ln. 18,
25 Exhibit "7". Moreover, GVB called the prevailing bidder as "RIMS' submission ...".
26 *Id.* at pg. 3, ln. 18-19; *also*, p. 4, ln. 3 ("RIMS/Manhita submission" and "Skift"). GVB
27 cannot make a case that any partnership entity of "The Manhita Team" exists; and even

4 if it did, the award could only be to "The Manhita Team" – an informal collaboration of
5 three (3) separate entities.

6 The bid documents that Manhita filed, and what GVB recognized, was received
7 as "The Manhita Team" bid. This is confirmed in the Evaluation sheets. Specifically,
8 the actual evaluations of GVB were made only on the understanding and express
9 finding that "Manhita" or "The Manhita Group" was a bidder on the RFP. *See Exhibit*
10 *"2"*, Evaluations at GVB0243, GVB0255, GVB0256, GVB0265, GVB0266, GVB0275 and
11 GVB0276. At no time was RIMS evaluated as a sole bidder. In a final analysis, it
12 appears this group represented themselves as either a partnership or a joint venture
13 entity.

14 No stretch can be made that "The Manhita Team" may call itself a dba of RIMS.
15 It is clear that Big Fish Creative Inc. and SKIFT are significant and perhaps major parts
16 or partners in this bid. Because this "Team" is not a dba, a partnership (or a joint
17 venture) that requires identification and a government filing or approval to create such
18 fictitious entity, the bid is a misrepresentation of another individual party or company
19 who was awarded the contract; i.e. RIMS. The non-bidder RIMS has been individually
20 awarded the sole contract for the marketing services required by the RFP. GVB is not
21 allowed to accept, select and award a public contract to a individual party who was not
22 evaluated and had no individual bid timely submitted in response to the RFP of GVB.

23 2. GVB's Purported Notice of a Public State of Emergency and Necessity to
24 Protect Substantial Interests of Guam Dated February 24, 2025 Is Void

25 GVB alleges that a February 24, 2025 Notice of Determination of Award Without
26 Delay has sheltered GVB from compliance with 5 GCA § 5425(g) (Automatic Stay). *See*
27 Exhibit "5". However, GVB has failed to comply with the Guam Procurement Code in
28 several respects.

29 First, GVB must comply with 5 GCA § 5425(c) Decision (2) and "inform the
30 protestant of its right to administrative and judicial review". Here, the Decision

5
6 Denying Protest served on March 24, 2025 (Exhibit "7") is utterly devoid and omits any
7 statutorily required language that informs Glimpses of its rights to protest and appeal.
8 Likewise, GVB's notice dated February 24, 2025 omits the critical and statutorily
9 required notice of appeal rights. *See Exhibit "5".*

10 Second, GVB failed to issue its Decision Denying Protest first – in the statutory
11 order – required by the code. At Section 5425(c), the Decision is required prior to use
12 and invoke Section 5425(g)(2) and (3). The reason is clear. A protestant must be
13 informed of their right to administrative and judicial review within the extremely short
14 period of two (2) days after receipt of Notice of Determination of Award Without
15 Delay.¹

16 Third, § 5425(g)(3) is dependent on § 5425(c)(2). Without the Decision and
17 statutorily required information given to a protestant of the right to administrative
18 review, the protestant cannot know that he has merely two (2) days to challenge a
19 finding of an alleged state of emergency or substantial interests of Guam.² In this case,
20 the override of the automatic stay was arbitrary, capricious and an abuse of agency
21 discretion. See Exhibit "5". This is because the only thing attached to justify the Notice
22 was a consultant's findings of what was advisable to procure. *Id.* GVB made no serious
23 error.

24 ¹ The protestant can of course always appeal an agency decision "to the Public Auditor within fifteen (15)
25 days after receipt by the protestant of the notice of decision." See *Pac. Data Sys., Inc. v. Guam Dep't of
26 Educ.*, 2024 Guam 4, ¶21, citing 5 GCA § 5425(e). A protestant can challenge a procurement on "any
27 phase of solicitation or award including, but not limited to, specifications preparation, bid solicitation,
28 award, or disclosure of information marked confidential in the bid or offer." See *DFS Guam L.P. v. A.B.
Won Pat Int'l Airport Auth., Guam*, 2020 Guam 20, ¶ 84, citing 2 GAR Div. 4 § 9101(c)(2). It is possible that
many different events that spring from the same solicitation can trigger a protest. *Id.* citing *Guam
Imaging*, 2004 Guam 15 ¶ 28 (citing 26 GAR § 16901(c)(2)). Sometimes, the announcement of an award can
reveal new facts that form a basis for a protest. See *DFS Guam L.P. v. A.B. Won Pat Int'l Airport Auth.,
Guam*, 2020 Guam 20, ¶ 88. A challenge to the failure to legally implement the automatic stay survives the
signing of a contract because the agency acts at its peril by going forward into a contract improperly, and
will be subject on appeal to the reviewer's power to restore the status quo. *Id.* at 149.

2 ² *Techconsulting, LLC v. United States*, 129 Fed. Cl. 208, 215 (2016). The automatic stay provision cannot
function, as intended, if potential bid protestors do not know how long they have to file before they lose
their right to an automatic stay.

attempt to consider the effect on the procurement system integrity when it overrode the automatic stay. See *URS Fed. Servs., Inc. v. United States*, 102 Fed. Cl. 664, 673-74 (2011).

Fourth, to the present, GVB has not disclosed any contract executed by either "The Manhita Team", or RIMS, despite the duty to do so under the procurement law requiring the full record of the procurement to be filed and produced with the whole GVB procurement record on appeal.

3. Glimpses' Incorporation by Reference of Notice of Procurement Protest Served February 4, 2025

Glimpses incorporates by reference as if fully set forth herein all of the terms and claims made and set forth in its Notice of Procurement Protest served on February 2, 2025 and its Notice of Procurement Appeal filed and served on March 11, 2025.

CONCLUSION

The GVB Agency Report is not compliant with the legal requirements of 2 GAR § 12105; fails to disclose the RIMS contract actually signed and given to a non-bidder; and, omits an explanation of why and how it failed to comply with 5 GCA § 5425(c).

DATED this 10 day of April, 2025.

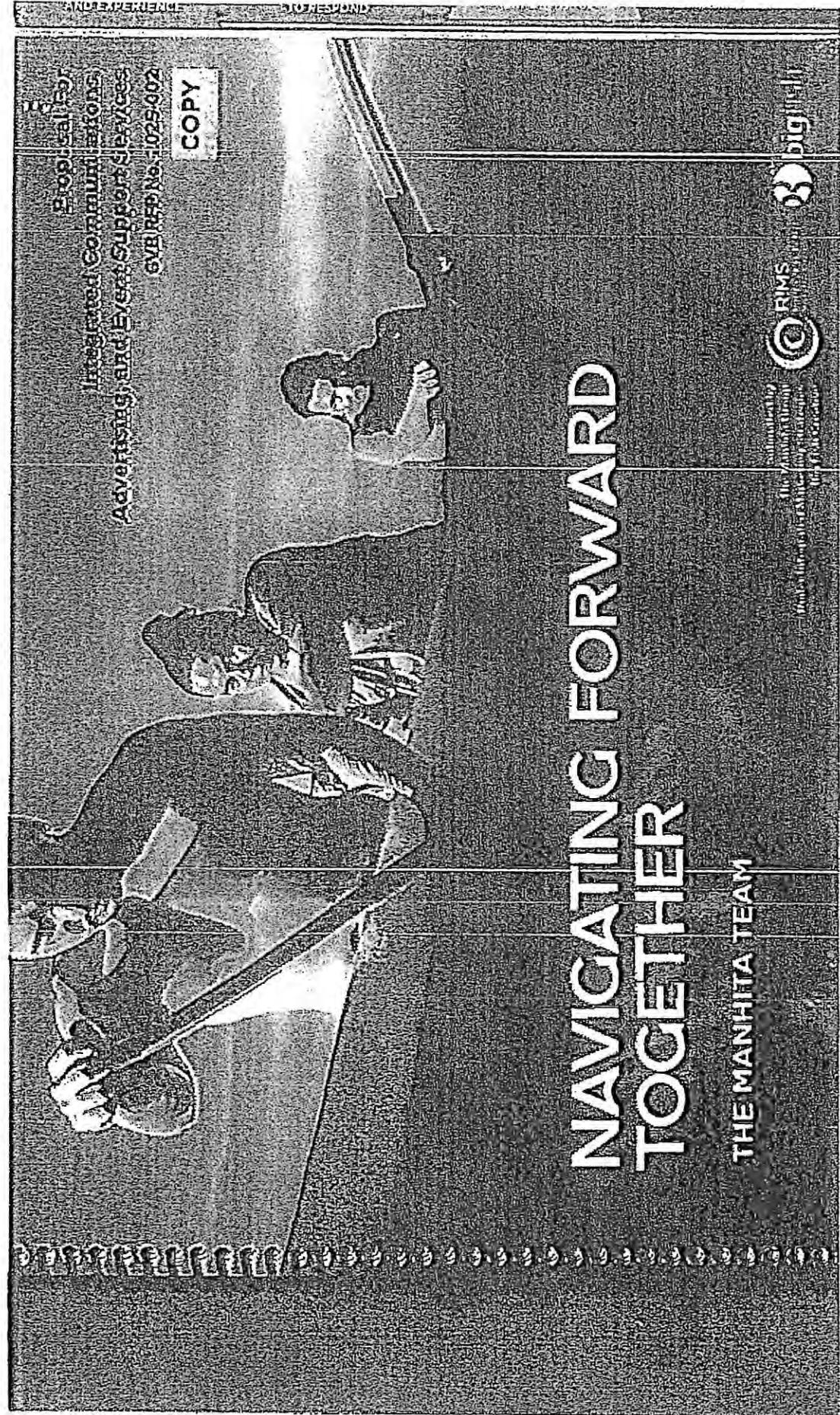
Respectfully submitted,

BERMAN LAW FIRM
Attorneys for Appellant
GLIMPSES OF GUAM, INC.

By:

Daniel L. Berman

Exhibit "1"



NAVIGATING FORWARD TOGETHER

THE MANHIA TEAM

© RIMS
big

1995-2005
Integrated Communications
Advertising and Event Support Services
SUBSCRIPTION NO. 0253902

COPY

EXHIBIT
1

GBV0697

Manhita
(man-hi-tuh)

"Topolita"
"Chamorro / nos-ka, manhita Manhitas"
"Our face is Chamorro we are the Manhitas together"

This document and all contents herein are proprietary and confidential. The concepts, ideas, images, photos, designs, and graphics presented in this RFP are the sole property of Ruler Integrated Marketing Strategies (RIMS), Big Fish Creative (BFC) and their community partners and may not be used without their written approval.

Cover Letter

January 17, 2025

Dr. Gerald S. A. Perez
Acting President and CEO

Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

RE: The Manhita Team's RFP Response for Integrated Communications, Advertising, and Event Support Services [GVB RFP No. 2025-002]

Hi Drs. Adol, Dr. Perez,

Enclosed is the Ruder Integrated Marketing Strategies (RIMS) response to GVB's Integrated Communications, Advertising, and Event Support Services GVB RFP No. 2025-002. We are once again partnering with the team from Big Fish Creative on this pursuit. The Manhita Team of Ruder Integrated Marketing Strategies (RIMS) and Big Fish Creative, Inc., proudly served the Guam Visitors Bureau for 10 years (2011-2020) as its Local Community Bureau Building Support Services contractor. This association has provided a unique perspective and set of skills that are difficult to match. We are proud to have worked closely with the GVB team during that decade to further develop and expand the Guam brand locally and internationally as we stand ready to work alongside you and your team to reposition Guam as a premier destination in the Asia-Pacific region. Additionally, we have also teamed with the global tourism strategists from SKIFT. Led by Oliver Marin, a pre-eminent global tourism authority, the SKIFT team will assist us with strategic oversight of the brand development process.

"Manhita" describes our unified and collaborative approach to supporting GVB's important task of executing Guam's Tourism Recovery Plan. Similarly, the concept of "Manhita" will be reenvisioned throughout the plan to foster a strong strategy of collaboration among the tourism industry to share knowledge, talent, and resources for Guam's benefit. Together, we are stronger, and a strong tourism economy benefits us all. With GVB's important recovery work ahead, we believe that together – as an island, community, industry, and team – we will be *mas mayot* (strong).

We have read and understand the RFP in its entirety and agree to all terms in the outlined scope of work. We understand that GVB seeks the services of a professional team to provide fully integrated communications, branding, advertising, event management and public relations services with an emphasis on strengthening Guam's brand identity. Our team possesses the capabilities, resources and personnel necessary to confidently support GVB for the duration of this contract. Our goal is

that the Manhita RFP response will demonstrate to you and the evaluation committee that we have the depth of experience, creative vision, and administrative capabilities in place to be part of your strong tourism recovery team. We take great pride in managing campaigns and events that are On Scope, On Time and On Budget!

Selecting a trusted local partner will provide efficiencies with both cost as well as community engagement. Ruder Integrated Marketing Strategies (RIMS), owned and managed in Guam, is the lead agency for this partnership. As a locally owned and operated entity, I respectfully request to invoke the local procurement preference clause under section 3.23 local and veteran Procurement Preference when selecting the contractor for this RFP. In this response, we include a copy of our Guam business license and confirm that we have no pending legal issues with the government or other private companies. Work for this project will be done out of our office at Suite 207 of the Guam Finance Center in Dededo, Guam

Si, *Yatos Mardse* for this opportunity to present our proposal. We look forward to sharing our vision with you.

Sincerely,



Steve Ruder
President and Principal,
Ruder Integrated Marketing
Strategies (RIMS)



Jenevieve Sable Ocka
Principal and Managing Director,
Big Fish Creative, Inc.

Integrated Communications, Advertising, and Event Support Services

Evaluation Criteria

Proposals will be reviewed and evaluated on the detailed information provided and the qualifications to perform the services in the RFP. The table illustrates the evaluation criteria weighting of the RFP. It also identifies pages throughout the RFP response where evaluators can locate specific relevant information.

Evaluation Criteria		Weight	
POB 4-21	QUALIFICATIONS AND EXPERIENCE	50 pts	
	<ul style="list-style-type: none"> Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document. Identify the team members and any other key staff personnel to be involved in this project including their resumes and the roles of each who will perform the services pursuant to this RFP. Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated. 		
POB 24-57	DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND	5 pts	
	<ul style="list-style-type: none"> 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. Include a minimum of three (3) examples of similar successful projects to include but not limited to Project Name, Project Summary, Price, Name of the Organization for whom your firm provided the work, Receipt of Past Performance Questionnaire, or references, preferably from those project references. 		
POB 64-77	QUALITY AND RESPONSIVENESS	5 pts	
	<ul style="list-style-type: none"> Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies, principal place of establishment. Affidavit (attached) notarized in the state or territory of the Offeror. At a minimum the Offeror shall provide: <ul style="list-style-type: none"> (a) Name and Address of Offeror (b) Age of Offeror's business (c) List of all subcontractors for this project. 		
POB 38-42	PLAN OF PERFORMANCE	40 pts	
	<ul style="list-style-type: none"> Banding/Image Building Test Scenario - Summer Event/Enticing Travel to Guam 		

卷之三

Executive Summary

Here Atoll! The recovery of Guam's tourism economy can be best appreciated like nothing else. As a team, everyone "comes together" to work swiftly and in tandem, making it easier to effect and steer the vessel. With The Guam Visitors Bureau (GVB) in that role, the industry of Guam's leadership, the tourism industry and the community must come together as a team to help and support efforts to decrease tourism product. If we "partner together" in unison, with focus and strategy, we can navigate through many conditions and propel Guam's tourism vessel forward. The more we work together, the more we can learn about our strengths and cover more distance.

This is much like the history of our Manhaha team. When we formed forces in FY2002, we had to know how to utilize best our resources and skills for the benefit of GVB. We believe in the mission at hand and the importance of the work we have accomplished together. After serving GVB for nearly 10 years, we are confident in our strengths of working together and inspiring our community to get excited again about tourism. In addition to the RMS and Big Fish collaboration, we will be working with Shift, the globally recognized tourism strategy and branding experts, to support the GVB contract. Shift is well informed about Guam's tourism industry and the challenges it faces. Shift will assist the program by bringing a global perspective to our uniquely local challenges, while offering world-class counsel on many other tourism practices and trends.

In this RFP response document, you will see that the principal is the formation of what we propose, a "spiritual collaboration and partnership" will be required from our end and the community. Supporting, collaborating, motivating, and communicating with stakeholders will

be a big part of the reopening plan. We will rely on these same stakeholders to take GVB's implementation messages to their teams and share them through their networks.

As a first step, we recommend redefining the Atoll Atoll Phugio program as the core of GVB's community outreach and engagement plan. This need and true message is the establishment of tourism recognition, will reinforce the important message that tourism needs us residents and businesses to play an active role for it to be successful. The program will remind everyone of tourism's unceasing benefits in the community. Much like providing a canoe, the team must work together so everyone has a chance to win.

As formally in this process, this Manhaha team agrees to all the listed tasks and items as required in this Communications Services RFP.

Supporting Guam's Short-Term Recovery Plan

We applaud GVB for its collaborative approach in developing the short-term plan. Team Manhaha is a strong proponent of collaborative efforts. We believe that every resident is a tourism stakeholder and has a responsibility to support Guam's top industry. Through the spirit of working together - Manhaha - the Island's strategically unique resources, expertise, and human-energy to make the plan a reality. Through this response document, the Manhaha Team will continue to stress the importance of welcoming stakeholders with diverse knowledge and experiences in and out of tourism to support the movement to bring tourism back to its glory days before the pandemic. When more than 15 million visitors visited on Guam's shores, with this

in mind and "refreshed spirit" at working together, GVB can capitalize on having talent and additional resources to support its efforts locally and on the Xmas market. There is some...not stable. With the state of the industry, Guam needs all the travel and tourism initiatives.

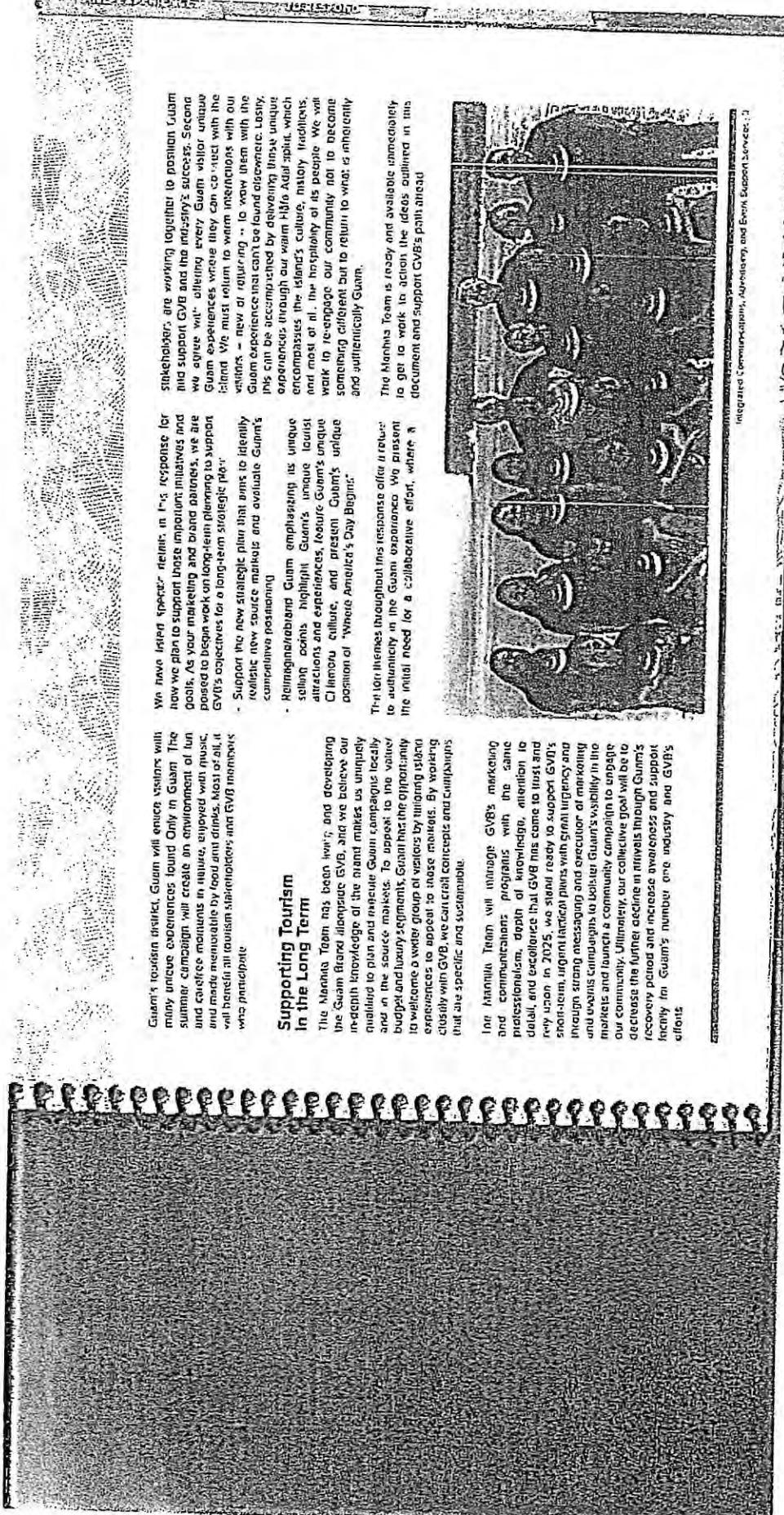
The plan identified four immediate actions and includes: to avoid further decline in arrivals, to include

improvements to the destination.

GVB has identified the need for investments in improving the Guam product to improve traveler experience, which will be a bright spot to show the island's commitment to improvements. Second, Guam needs to increase online capacity from its sevico markets to offer more opportunities for visitors to travel to Guam. Third, an investment in marketing activities and a return of Guam events is a tool to attract travelers looking for unique experiences. Lastly, GVB needs the need to re-engage the community in supporting tourism.

In the pages ahead, the Manhaha Team outlines pathways to support the short-term goals while providing sound campaigns that will instill on a consistent strategic marketing and communications plan to put Guam back on top of the list of destinations to travel to in 2025. We include an annual campaign until then that focuses on a month in time Only on Guam Experiences that offer interaction with the island's culture and heritage and friendship experience with the Hola Achi Santi.

A Summer 2025 campaign is also outlined to inspire the industry as a whole to participate. GVB will take the lead in conceptualizing an events-based campaign to welcome visitors in waves throughout the summer, with weekly events offered throughout the island and



Guam's tourism market, Guam will entice visitors with many unique experiences found only in Guam. The summer campaign will create an environment of fun andсауаае mаmаmаs in nature, enjoyed with music and made memorable by good food and drinks. Most of all, it will showcase all tourism stakeholders and GVB's mission to participate.

Supporting Tourism In the Long Term

The Manoa Team has been working and developing the Guam brand alongside GVB, and we believe our in-depth knowledge of the island makes us uniquely qualified to plan and execute Guam campaigns locally and in the source markets. To appeal to the value budget and luxury segments, Guam has the opportunity to welcome a wider group of visitors by tailoring island experiences to appeal to those markets. By working closely with GVB, we can craft concepts and campaigns that are specific and sustainable.

In Manoa Team will manage GVB's marketing and communications programs with the same professionalism, depth of knowledge, attention to detail, and excellence that GVB has come to trust and rely upon. In 2025, we stand ready to support GVB's short-term, long-term and future goals with strategic and integrated plans with significant and urgent steps to enhance and accelerate GVB's marketing and communications to bolster Guam's visibility in the markets and launch a community campaign to engage our community. Ultimately, our collective goal will be to decisively further achieve in 2025 through Guam's recovery plan and increase awareness and support for Guam's number one industry and GVB's efforts.

We have listed specific items in its response for how we plan to support those important initiatives and goals. As your marketing and brand partners, we are poised to begin work on long-term planning to support GVB's objectives for a long-term strategic plan:

- Support the new strategic plan that aims to identify realistic new source markets and evaluate Guam's competitive positioning
- Reinforce/refresh Guam's unique selling points, highlight Guam's unique tourist attractions and experiences, feature Guam's unique Chamorro culture, and present Guam's unique position of "Where America's Day Begins."

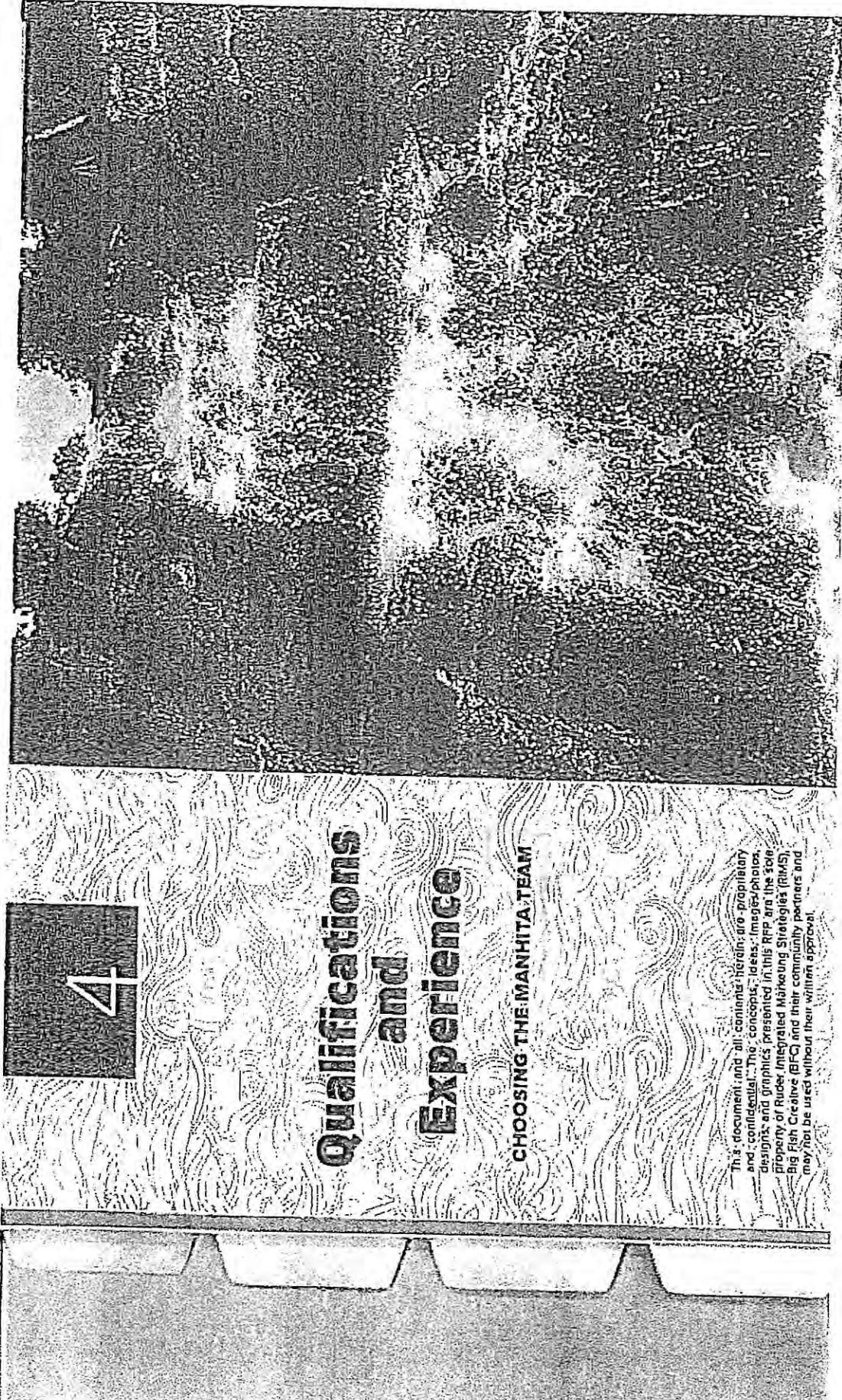
These four themes throughout this response offer a future for the initial need for a collaborative effort, where a

strikeholders are working together to position Guam into support GVB and the industry's success. Second, we agree with offering every Guam visitor unique Guam experiences where they can connect with the island. We must return to where intentions with our visitors - new or returning - to know them with the Guam experience can't be found elsewhere. Lastly, this can be accomplished by delivering these unique experiences through our warm Chamorro spirit, which encompasses the island's culture, history, traditions, and most of all, the hospitality of its people. We will work to re-engage our community not to become something different but to return to what is inherently and authentically Guam.

The Manoa Team is ready and available immediately to get to work to action the ideas outlined in this document and support GVB's path forward.



Integrated Communications, Advisory, and Event Support Services



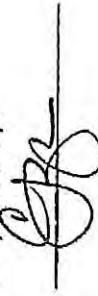
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Exhibit "2"

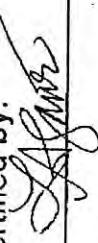
EVALUATION OF PROPOSALS

Maximum # of Points x 3 evaluators	Criteria	MANHITA	GALAIDE	GLIMPSES	GREENLIGHT
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)	136	132	114	110
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)	15	13	11	11
15	C. QUALITY AND RESPONSIVENESS (5 points)	13	13	15	12
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)	107	103	80	82
300	TOTAL SCORE:	271	261	220	215
	RANKING ORDER:	1	2	3	4

Prepared by:



Certified by:





NAME OF OFFEROR: The Manhita Group

EVALUATOR SIGNATURE: MH
DATE: 01/10/15

You may use a pencil during evaluations and scoring, but please write final points and total in pen.

EVALUATION OF PROPOSAL (WRITTEN)			
MAXIMUM No. OF POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
50	QUALIFICATIONS AND 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, including their resumes and the roles of each who will perform the services pursuant to this RFP. A.3 Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.	1-50	40
5	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 for your firm provided the work. B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.	1-5	5
5	QUALITY AND 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 in 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. At a minimum the Offeror shall provide:	1-5	



	<p>(a) Name and address of offeror (b) Age of Offeror's business (c) List of all subcontractors for this project.</p>		
40	<p>PLAN OF PERFORMANCE – APPROACH AND STRATEGY.</p> <p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points) (a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary). (b) Demonstrate year-round plan for branding consistency. (c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points) (a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025. (b) Present campaign objectives and desired target market segments. (c) Present campaign creative images and suggested communication plan necessary to reach objectives. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>	1-40	35
100	TOTAL EVALUATION SCORE:		92

NOTES/COMMENTS [please write your comments down, for the President's review and consideration].



NAME OF OFFEROR: Manhita

EVALUATOR SIGNATURE: NLG
DATE: 1/17/25

You may use a pencil during evaluations and scoring, but please write final points and total in pen:

EVALUATION OF PROPOSAL (WRITTEN)			
MAXIMUM NO. OF POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
50	<p>QUALIFICATIONS AND EXPERIENCE: All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:</p> <p>A.1 Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.</p> <p>A.2 Identify the team members and any other key staff personnel to be involved in this project, including their resumes and the roles of each who will perform the services pursuant to this RFP.</p> <p>A.3 Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.</p>	1-50	40
5	<p>DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND.</p> <p>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.</p> <p>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 for your firm provided the work.</p> <p>B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.</p>	1-5	5
5	<p>QUALITY AND RESPONSIVENESS. The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:</p> <p>C.1. Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies.</p> <p>C.2. Affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.</p> <p>C.3. At a minimum the Offeror shall provide:</p>	1-5	



	<p>(a) Name and address of offeror (b) Age of Offeror's business (c) List of all subcontractors for this project.</p>		4
40	<p>PLAN OF PERFORMANCE – APPROACH AND STRATEGY.</p> <p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points) (a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary). (b) Demonstrate year-round plan for branding consistency. (c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points) (a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025. (b) Present campaign objectives and desired target market segments. (c) Present campaign creative images and suggested communication plan necessary to reach objectives. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>	1-40	35
100	<p>TOTAL EVALUATION SCORE:</p>		84.0

NOTES/COMMENTS [please write your comments down, for the President's review and consideration].

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35
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64



NAME OF OFFEROR: The Manhita Group

GVB RFP 2025-002
Integrated Communications, Advertising and Event Support Services

EVALUATOR: Kraig Camacho

Page 1 of 2

EVALUATOR SIGNATURE: Kraig Camacho
DATE: 1/17/2025

You may use a pencil during evaluations and scoring, but please write final points and total in pen:

EVALUATION OF PROPOSAL (WRITTEN)

MAXIMUM NO. OF POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
50	<p>QUALIFICATIONS AND EXPERIENCE: All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:</p> <ul style="list-style-type: none">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, including their resumes and the roles of each who will perform the services pursuant to this RFP.A.3 Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.	1-50	48
5	<p>DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND.</p> <ul style="list-style-type: none">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 for your firm provided the work.B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.	1-5	5
5	<p>QUALITY AND RESPONSIVENESS. The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:</p> <ul style="list-style-type: none">C.1. Proof of the license to do business in 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. At a minimum the Offeror shall provide:	1-5	5



	<p>(a) Name and address of offeror (b) Age of Offeror's business (c) List of all subcontractors for this project.</p>		
40	<p>PLAN OF PERFORMANCE – APPROACH AND STRATEGY.</p> <p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points) (a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary). (b) Demonstrate year-round plan for branding consistency. (c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points) (a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025. (b) Present campaign objectives and desired target market segments. (c) Present campaign creative images and suggested communication plan necessary to reach objectives. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>	1-40	37
100	TOTAL EVALUATION SCORE:		95

NOTES/COMMENTS [please write your comments down, for the President's review and consideration].



GVB RFP #2025-002
Integrated Communications, Advertising and Event Support Services
Evaluation Summary

Date: January 17, 2025
Time: 2:00 p.m.

Location: GVB Mini Conference Room

Evaluation Team: Dee Hernandez / Nadine Leon Guerrero / Kraig Camacho

- A. Review and evaluation of submission(s);
- B. Conflict of Interest Disclosures. Acknowledged and signed by each evaluator.
- C. Administrative Review. Completed by Chris Lizama during evaluations and shared with each evaluator. No significant issues from any offeror.
- D. Proposal and contents provided to each evaluator.
- E. Points of discussion for the President and CEO's review: No additional points for discussion raised. Scored tallied and compiled for certification by Leonore Delas Alas, Acting CFO/Controller.
- F. Forwarded to Acting President and CEO for review and approval.

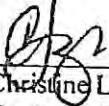
Submitted by: 
Christine Lizama
Contracts & Procurement Administrator

Exhibit “3”



January 21, 2025

Marcos W. Fong
Managing Director
Glimpses of Guam, Inc.
161 US Army Juan C. Fejeran Street
Barrigada Heights, GU 96913

Subj: Notice of Intent to Award to Ruder Integrated Marketing Strategies (RIMS)
Re: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services

Hafa adai Mr. Fong:

Thank you for submitting a proposal GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services. The evaluation committee has completed its work and reviewed all proposals submitted by interested offerors.

GVB has elected to pursue a contract with Ruder Integrated Marketing Strategies (RIMS), but we are truly grateful for the time and effort you put in to submitting your proposal. Attached for your review is the Administrative Review and Evaluation Summary.

We hope that as other opportunities arise, you continue to engage in the process and submit a proposal.

If you have any questions or concerns, please feel free to contact our office at (671) 646-5278.

Si Yu'os Ma'a'se'

GERALD S.A. PEREZ
Acting President and CEO

attachments



Exhibit “4”



GlimpsesAdvertising

January 27, 2025

VIA HAND DELIVERY; AND, CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Gerald S.A. Perez
Acting President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

**Re: Sunshine Law and Freedom of Information Act Request for Documents
GVB RFP 2025-002 Integrated Communications, Adver and Event Svcs
Request of Glimpses of Guam, Inc.
Notice of Rejection/Award January 21, 2025**

To Whom It May Concern and CEO Perez:

This is a Freedom of Information Act and Sunshine Law Request.

Your response is due within four (4) days. 5 G.C.A. §10111. I request that both you and the Guam Visitors Bureau produce a copy of every document, record, letter, notes, e-mail or any other writing that constitutes the bid submission of RIMS (Ruder Integrated Marketing Strategies) with reference to GVB RFP No. 2025-002.

I request among other documents:

1. The bid submissions of RIMS (Ruder Integrated Marketing Strategies) correspondence and documents of all kind and nature related to bid submissions for GVB RFP No. 2025-002;
2. Any correspondence to and from Guam Visitors Bureau and RIMS (Ruder Integrated Marketing Strategies).
3. The entire procurement record for GVB RFP No. 2025-002.



Gerald Perez
CEO
Guam Visitors Bureau
January 27, 2025
Page 2

Failure to cooperate and produce the required documents may expose you to civil liability for not complying with the law. 5 G.C.A. §10112 (\$1,000.00 fine payable by the employee, not the Government). Failure to provide the documents requested could be considered criminal, which creates an inherent conflict of interest that would prevent the Attorney General from intervening on your behalf. 5 G.C.A. §10112(c).

Unless I receive the requested documents pursuant to applicable law on or before Friday, January 31, 2025, we will assume that you are unwilling to comply with the law unless and until ordered to do so by a court of law under the threat of contempt or criminal sanction. If the request is not satisfied, we will be constrained to file an expedited proceeding with the court to seek an *in camera* review of our Petition. In addition to a civil fine, we will request that our costs of court and attorneys' fees be awarded to us and against you for having to take this drastic and unnecessary measure. 5 G.C.A. §10112(d).

Please be governed accordingly.

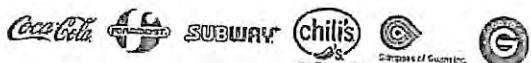
Very truly yours,



Marcos Fong

Cc: Glimpses of Guam Legal Counsel
GVB Board of Directors c/o Chairperson

DELIVERY RECEIPT



To: GEORGE LIAU
Date: JAN. 27, 2025
Attention: _____

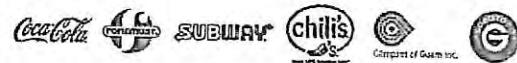
QUANTITY	DESCRIPTION
	SUNSHINE LAW AND FREEDOM OF INFORMATION ACT REQUEST FOR DOCS.

Received by: Catherine L
Print name and sign

161 U.S. Juan C. Fejeran St.,
Barrigada Heights, Guam 96913

www.cokeguam.com • www.foremostguam.com • www.subwaypacific.com
www.chilisguam.com • www.glimpsesofguam.com • www.goodlogowedeliver.com

DELIVERY RECEIPT



To: GERALD S.A. PEREZ
Date: JAN. 27, 2025
Attention: _____

QUANTITY	DESCRIPTION
	SUNSHINE LAW AND FREEDOM OF INFORMATION ACT REQUEST FOR DOCS

Received by: Catherine L
Print name and sign

161 U.S. Juan C. Fejeran St.,
Barrigada Heights, Guam 96913

www.cokeguam.com • www.foremostguam.com • www.subwaypacific.com
www.chilisguam.com • www.glimpsesofguam.com • www.goodlogowedeliver.com

Exhibit “5”



February 24, 2025

Marcos Fong
Managing Director
Glimpses of Guam Inc.
161 US Army Juan C. Fejeran Street
Barrigada Heights, Guam 96913

Daniel J Berman, Esq.
Berman Law Firm
Suite 503, Bank of Guam Building
111 Chalan Santo Papa
Hagatna, Guam 96910

FEB 24 2025

Time Received: 3:55 pm
Received By: Julie

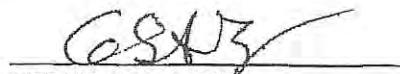
VIA: Hand Delivery

SUBJ: GVB RFP 2025-002; Notice of Determination of Award without Delay

Dear Sirs:

This is to notify Glimpses of Guam, Inc. that the Guam Visitors Bureau has determined that the award of the contract for GVB RFP 2025-002 without delay is necessary to protect substantial interests of Guam.

Sincerely,


GERALD S.A. PEREZ
GVB Acting President and CEO

Encls: GVB RFP 2025-002 Determination of Substantial Interest





MEMORANDUM TO FILE

DATE: February 18, 2025

TO: Procurement File

SUBJ: Substantial Interest Determination

RE: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services; Protest filed by Glimpses of Guam

Introduction:

This is a determination that award of the contract for GVB RFP 2025-002 without delay to RIMS is necessary to protect substantial interests of Guam.

GVB as the Key Tourism Driver for Guam:

The Guam Visitors Bureau (GVB) is tasked with several responsibilities related to promoting and developing Guam's tourism industry. These include:

- Promoting and marketing Guam as a tourist destination.
- Encouraging local resident interest in the tourism industry.
- Promoting local culture and locally made products.
- Collecting, producing, and distributing visitor industry data.
- Developing and implementing Guam's tourism strategic and marketing plans.
- To efficiently and effectively promote and develop Guam as a safe and satisfying destination for visitors and to derive maximum benefits for the people of Guam.

Guam has a substantial interest in its tourism industry, which generates hundreds of millions of dollars of gross island product, thousands of jobs, and tens of millions of dollars in tax revenues.

Challenges facing Guam's Tourism Industry:

Currently, Guam is experiencing significant challenges in its recovery from slack tourism sector performance after the COVID-19 pandemic and persistence of weak source market currencies. At GVB's November 7, 2024 Board Meeting, the following was reported for visitor arrivals:

- In fiscal year 2023 (ending September 30, 2023), Guam recorded 602,594 total visitor arrivals.
- For the 2024 fiscal year (October to July), Guam's airport reported 775,000 passenger arrivals.



25-0067

- The Guam Visitors Bureau had forecasted approximately 900,000 visitors for fiscal year 2024, which would represent about 55.6% of pre-COVID numbers

At a board meeting on October 24, 2024, Governor Lou Leon Guerrero provided a tourism study finding issues facing the industry.¹ Among the notable issues the following were provided in the report:

- **Lack of a Unique "Must-See" Element:** Guam is seen as similar to other tropical destinations and doesn't have a compelling, unique attraction that makes it stand out.
- **Local Culture and Dining Not Top-of-Mind:** Travelers don't immediately associate Guam with its local Chamorro culture or cuisine. This represents a missed opportunity to differentiate Guam from other destinations.
- **Mixed Perceptions of Guam's U.S. Territory Status:** While some see the U.S. connection as a guarantee of safety, others are turned off by it, preferring destinations that feel less Americanized or have a stronger local identity. Some travelers expressed a dislike for America, so Guam being a US territory makes them less inclined to visit.
- **Limited Activities and Attractions:** Some potential visitors feel that Guam needs more diverse content and tourist attractions beyond just swimming and shopping. They are looking for unique experiences, local souvenir shops, museums, cultural sites, and activities in the surrounding towns.
- **Replaceable Beauty:** Some perceive Guam's beauty as "normal" and not outstanding, making it easily replaceable with other destinations. There's a feeling that Guam lacks a unique selling point that makes it a must-visit location.
- **Small Island Perception:** Some feel Guam is so small that you can see everything in one day.

The report also provided these recommendations to address Guam's tourism problems:

1. Enhance Guam's Unique Identity and Cultural Appeal:

- **Promote Chamorro Culture:** Develop and actively promote authentic cultural experiences that go beyond typical tourist activities. This could include:
 - Cultural village tours and demonstrations.
 - Interactive workshops on Chamorro crafts, dance, language, and history.
 - Partnerships with local artisans and cultural practitioners.
 - Highlighting historical sites and their significance.
- **Showcase Local Cuisine:** Elevate Guam's culinary scene by:
 - Promoting local Chamorro dishes and restaurants.
 - Organizing food festivals and cooking classes featuring local ingredients and techniques.
 - Creating culinary tours that explore Guam's diverse food offerings.

¹ See Guam Tourism Recovery – Focus Group Highlights (Attached).

- Supporting local farmers and producers to ensure the availability of fresh, local ingredients.

2. Address Perceptions Related to U.S. Territory Status:

- **Emphasize Guam's Unique Blend of Cultures:** Highlight the fusion of Chamorro, American, and other cultural influences that make Guam unique. This could involve:
 - Marketing campaigns that showcase Guam's diverse cultural heritage.
 - Promoting events and festivals that celebrate Guam's multicultural identity.
- **Focus on Safety and Security:** For travelers who value the U.S. connection for safety reasons, emphasize Guam's security and stability as a U.S. territory.
- **Target Travelers Seeking American Experiences:** Market Guam to travelers specifically interested in experiencing American culture in a tropical setting.

3. Diversify Activities and Attractions:

- **Develop a Wider Range of Activities:** Offer more than just swimming and shopping. Consider:
 - Developing adventure tourism activities like hiking, diving, and water sports.
 - Creating cultural and historical tours of Guam's villages and landmarks.
 - Offering opportunities for visitors to interact with local residents.
- **Promote Local Shopping:** Support and promote local souvenir shops and businesses that offer authentic Guam products.

4. Combat the Perception of "Replaceable Beauty" and Small Size:

- **Highlight Unique Natural Features:** Showcase Guam's unique natural landscapes, such as its beaches, reefs, and forests.
- **Develop Themed Itineraries:** Create suggested itineraries that encourage visitors to explore different parts of the island and experience its diverse offerings over several days.
- **Promote Day Trips and Excursions:** Offer opportunities for visitors to explore neighboring islands or engage in unique activities off the coast of Guam.

5. Address Price Sensitivity:

- **Offer Value-Added Packages:** Create packages that combine accommodations, activities, and meals at a discounted price.
- **Promote Affordable Options:** Highlight affordable accommodations, dining options, and activities to attract budget-conscious travelers.
- **Target Markets Less Sensitive to Exchange Rates:** Focus marketing efforts on regions with stronger currencies or travelers less concerned about exchange rate fluctuations.

6. Improve Communication and Promotion:

- **Develop Targeted Marketing Campaigns:** Create marketing campaigns that specifically address the concerns and interests of travelers in Japan, South Korea, and Taiwan.
- **Utilize Digital Marketing:** Use social media and online channels to showcase Guam's unique attractions and cultural experiences.
- **Partner with Travel Agencies and Influencers:** Collaborate with travel agencies and influencers to promote Guam as a desirable travel destination.
- **Promote Guam Cuisine in Key Markets:** Introduce Guam cuisine to Japan, South Korea, and Taiwan through restaurants and food events.



The Bureau's use of communications, marketing and events management vendors to drive arrivals:

The Bureau has for a long time used events to promote Guam's tourism offering and generate visitor arrivals. Because of the challenges facing the tourism industry, GVB determined that it would be necessary to up-game its strategic marketing vendor. Selection of an appropriate vendor is key.

On December 26, 2024, the Bureau canceled for convenience its contract with its events management vendor, Glimpses of Guam, Inc. (Glimpses), pursuant to its Agreement with the company. In the termination letter, GVB stated that the purpose of seeking new offerors was to engage a firm capable of planning, developing, and executing uniquely designed signature events to attract visitors and enhance Guam's destination appeal.

On December 27th, 2024, GVB Issued RFP 2025-002 For Integrated Communications, Advertising and Event Support Services. With the introduction of the Tourism Recovery Plan and increased directives from the Governor and the Board of Directors, it was necessary to revise and expand the scope of work to meet the challenges ahead. This is clearly seen in the design of RFP 2025-002, which is intended to respond to recommendations found in the Report provided by the Governor:

RFP2021-003	RFP 2025-002
Intent 1.0	Intent 1.0
- focus on recovery	- focus on the CHamoru culture
- Education of residents on health and safety measures	- Tourism development through events
- Information to source markets on health and safety measures	- Strategic brand positioning
- Education of general public on the benefits of tourism	- Involve local communities to build pride and ensure events align
	- Digital marketing and storytelling to increase Guam's digital footprint and showcase Guam's culture

On January 17, 2025, bid submissions were closed. On January 21, 2025, a selection panel recommended award to RIMS. The contract that is contemplated is less than \$450,000.

Following a comprehensive evaluation, Ruder Integrated Marketing Strategies, Inc. (RIMS) emerged as the highest-rated offeror. Their proposal was not only complete but also visually compelling, reflecting the level of professionalism and strategic expertise necessary to support GVB's efforts in revitalizing Guam's tourism industry. Despite their recent



experience with GVB, Glimpses' proposal lacked the level of professional attention expected from a firm responsible for assisting GVB to spearhead strategic tourism initiatives. On the whole, RIMS was chosen because of its successful track record with past events, and it has demonstrably more resources to respond to GVB's needs.² RIMS has a partnership agreement with Big Fish Creative, Inc., a branding/marketing firm, and will leverage SKIFT,³ a global tourism intelligence platform, in a venture called *Manhita*, to help GVB spur recovery of Guam's tourism sector. As compared to Glimpses, RIMS response to the solicitation provides advantages over Glimpses as shown by its ability to provide strategic recommendations and expedite communications, advertising and events support services that GVB believes will greatly increase the trajectory of Guam's tourism industry recovery.

RIMS is clearly the superior offering.

Award of GVB RFP 2025-002 without delay is necessary to protect substantial Interests of Guam:

On February 4, 2025, Glimpses protested the award to RIMS. The protest is based on two contentions. First, Glimpses believes that the scope of the work in RFP 2025-002 is identical to the scope of its cancelled contract. In other words, Glimpses is protesting that after cancellation for convenience, a procurement for the type of work it had formerly done was conducted. This is an improper basis for a protest, which is only permissible for the method of source selection, solicitation, or award of contract. The contract for RFP 2025-002 has yet to be awarded. Nevertheless, it is noteworthy that, the method of source selection and solicitation were known since the date of the issuance of the RFP (Dec. 27, 2025), and Glimpses protest on those bases are untimely.

Glimpses' second protest basis is its contention about the specifications which it claims are ambiguous and unfair. Again, Glimpses knew of the specifications since Dec. 27 but never asked for clarification or had questions about the specifications. Glimpses' protest is untimely.

Conclusion:

Glimpses response to the solicitation was inferior, its protest untimely and without merit but stays the award of the contract to RIMS. Given the economic impact of tourism—where each tourism-related job is sustained by approximately 70-75 visitors and supports an estimated 20,000 jobs—GVB cannot afford further setbacks. Owing to the need to give immediate effort to effect a recovery with a superior vendor, it is abundantly clear that award of a contract to RIMS is necessary to protect substantial interests of Guam, that is, its tourism industry.

² Glimpses may have strained working capital. GVB immediately reimburses costs on projects, but Glimpses' subvendors have complained of late payments.

³ Information about SKIFT is available here: <https://skift.com/about/>.



25-0067 f

By:

Christine Lizama

Contracts & Procurement Administrator

Date: 2/19/25

Concur:

G.S.A.P.

Gerald S.A. Perez

Acting General Manager
Guam Visitors Bureau

Date: 2/19/25

Concur:

Douglas Moylan

Douglas Moylan GVB 25-0067
Attorney General of Guam

Date: 02/20/25

END OF SUBSTANTIAL INTEREST DETERMINATION

Exhibit "6"

PROCUREMENT RECORD

GVB RFP 2025-002

**IN THE APPEAL OF:
GLIMPSSES OF GUAM, INC.**

CASE NO. OPA-PA-25-002

APPELLANT



BERMAN LAW FIRM
Attorneys at Law

MAR 21 2025

Time Received: 4:06 pm
Received By: CP

4:06 PM
BERMAN LAW FIRM
MAR 21 2025
EXHIBIT 6
3/21/2025
Time: 3:50 PM
Received By: CP
25-002

1 **McDONALD LAW OFFICE, LLC**
2 173 Aspinall Avenue, Suite 207A
3 Hagatna, Guam 96910
4 Telephone: (671) 588-8866
5 Facsimile: 671-472-9616
6 Email: guam@mcdonald.law

7 Attorneys for Purchasing Agency
8 *Guam Visitors Bureau*

100% PUBLIC ACCOUNTABILITY
AND TRANSPARENCY
TUE 3/21/2025
MEN 350 GUAM EPA 25-002 (M)
25-002

7 **BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY**
8 **PROCUREMENT APPEAL**

9 **IN THE APPEAL OF**

10 **Appeal No. OPA-PA-25-002**

11 **GLIMPSES OF GUAM, INC.,**

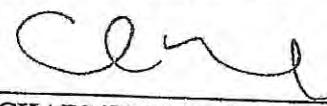
12 **Appellant.** **AGENCY SUBMISSION OF**
13 **PROCUREMENT RECORD**

14 COMES NOW, Appellee, GUAM VISITORS BUREAU ("GVB") by and through its legal
15 counsel, McDonald Law Office, LLC by Charles H. McDonald II and submits the procurement
16 record pursuant to 2 GAR, Div. 4 § 12104(c)(3).

17 **DATED** this 21st day of March, 2025.

19 **McDONALD LAW OFFICE, LLC**
20 **Attorneys for Purchasing Agency**
21 **Guam Visitors Bureau**

22 **By:**

23 
CHARLES H. MCDONALD II

26 **BERMAN LAW FIRM**
27 **Attorneys at Law**

28 **MAR 21 2025**

Time Received: 4:06 pm
Received By: CP

Exhibit "7"



BERMAN LAW FIRM
Attorneys at Law

MAR 24 2025

Time Received: 1037am
Received By: TMC

LETTER OF TRANSMITTAL

DATE: March 21, 2025

ATTENTION: Mr. Daniel J. Berman, Esq. CONTACT NO.: 671-477-2778

COMPANY: Berman Law Firm

PHYSICAL ADDRESS: 111 Chalan Santo Papa, Hagåtña, Guam 96910

REGARDING: Decision Denying Protest for GVB RFP No. 2025-002

DESCRIPTION OF ITEMS TRANSMITTED HEREWITH:

Quantity	DATE	DESCRIPTION
1	March 21, 2025	Decision Denying Protest for GVB RFP No. 2025-002

THESE ITEMS ARE TRANSMITTED (as checked below):

<input type="checkbox"/> For Approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit	Copies for Approval
<input type="checkbox"/> For Your Use	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit	1 Copies for Distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned for Corrections	<input type="checkbox"/> Return	Corrected

REMARKS

None.

Received
By:

Sign Name Here

Sent
By:

Régine Biscoe Lee

President & CEO
Guam Visitors Bureau

Date:
Time:

Print Name Here



If enclosures are not as noted, please notify us immediately.

MAR 24 2025

Time Received: 1037AM
Received By: mle

1 BEFORE THE GUAM VISITORS BUREAU
2

3 IN THE PROTEST OF

4 GVB RFP NO. 2025-002

5 GLIMPSSES OF GUAM, INC.

6 DECISION DENYING PROTEST

7 Protestant.

8 This is the Guam Visitors Bureau's Decision Denying Glimpses of Guam Inc.'s Protest
9 of Method, Solicitation and Award ("Glimpses Protest"). The facts and bases for GVB's
10 decision denying Glimpses' Protest follow:

11 1. Guam faces significant challenges in its recovery from slack tourism sector performance
12 after the Covid pandemic. At its Oct. 24, 2024 Board Meeting, Gov. Lourdes A. Leon Guerrero
13 presented a report that showed Guam's tourism industry needed improvement and challenged
14 GVB to work with industry to turn tourism around before it was too late. At its Nov. 7, 2024
15 Board Meeting, GVB forecasted FY2025 to attain to only 55.6% of pre-Covid arrivals.

16 2. Glimpses was awarded a contract by GVB for RFP 2021-003 for Project Support
17 Services (the "PSS RFP") on Nov. 29, 2023. The PSS RFP centered on the Bureau's tourism
18 focus during the Covid pandemic through education of residents on health and safety measures,
19 providing information to source markets on Guam's health and safety measures, and education of
20 the general public on the benefits of tourism. The PSS Contract was terminated for convenience
21 on December 26, 2024.

22 3. On December 27, 2024, GVB issued RFP 2025-002 for Integrated Communications,
23 Advertising and Event Support Services (the "ICAESS RFP"). The ICAESS RFP was
24 specifically intended to allow Guam to pivot from pandemic-era market conditions to adapt and
25 evolve to meet the industry's post-Covid challenges. Differing markedly with the PSS RFP, the
26 ICAESS RFP's focus is CHamoru culture, and centers on tourism development through events,
27

28

1 GVB RFP 2025-002
2 DECISION DENYING PROTEST

3
4 strategic brand positioning, involvement of local communities to build pride and ensure events
5 align, and digital marketing and storytelling to increase Guam's digital footprint and showcase
6 Guam's culture.

7
8 4. Beginning on Dec. 27, 2025, several prospective bidders for the ICAESS RFP requested
9 copies of the RFP. Glimpses obtained the ICAESS RFP packet on Jan. 3, 2025 and, accordingly,
10 had knowledge of its contents on that date.

11
12 5. Two amendments were made to the ICAESS RFP. The deadline for submission of
13 questions for clarification of the ICAESS RFP was Jan. 2, 2025. Only Ruder Integrated
14 Marketing Strategies ("RIMS") and Big Fish Creative, Inc. ("Big Fish") timely submitted
15 questions to GVB, which GVB answered. Galaide Group. LLC ("Galaide") submitted questions
16 after the end of the business day deadline which GVB did not answer. Glimpses submitted no
17 questions.

18
19 6. With the second amendment, bid submissions for the ICAESS RFP were made due Jan.
20 17, 2025. Responses of note; Big Fish and RIMS partnered and submitted their proposal as
21 coming from the Manhita Group, a formal partnership, formed to respond to the ICAESS RFP,
22 while Galaide and Glimpses submitted their own individual proposals as did the Greenlight Group
23 ("Greenlight").

24
25 7. Bids responding to the ICAESS RFP were opened on Jan. 17, 2025, with Galaide,
26 Glimpses, RIMS and Greenlight's submissions being evaluated by GVB's Director of Destination
27 Development, Director of Global Marketing, and Senior Destination Specialist. These evaluators
28 ranked the submissions and scored them as follows: First – Manhita, 271; Second – Galaide, 261;
Third – Glimpses, 220; Fourth – Greenlight, 215.

GVB RFP 2025-002
DECISION DENYING PROTEST

1 8. GVB notified all bidders of its intent to award the ICAESS contract to RIMS on Jan. 21,
2 2025.

4 9. On Jan. 27, 2025, Glimpses FOIA'd the ICAESS RFP procurement record and was given
5 access to it on Jan. 31, 2025.

6 10. On Feb. 4, 2025, Glimpses protested GVB's method, solicitation or award of the ICAESS
7 RFP stating the grounds that follow below.

8 11. A determination was made by GVB on Feb. 19, 2025, and on Feb. 20, 2025, the
9 designated Deputy Attorney General concurred that, award of the contract for the ICAESS RFP
10 without delay was necessary to protect the substantial interest of Guam.

12 12. GVB notified Glimpses on Feb. 24, 2025 that award of the contract for the ICAESS RFP
13 was necessary without delay to protect the substantial interest of Guam.

14 13. Glimpses failed to appeal GVB's determination of substantial interest in accordance with
15 5 GCA § 5425 (g).

16 14. GVB executed the ICAESS contract with RIMS on Mar. 4, 2025.

17 15. Glimpses' main complaint in its Protest is that RIMS/Manhita was a lesser qualified
18 bidder. Three evaluators analyzed bid submissions and found that RIMS' submission was
19 responsive and superior to Galaide's submission, which was ranked second, and superior to
20 Glimpses' submission as well. Driven by business necessity arising from industry conditions and
21 the Governor's imploring action to turn the industry around; these evaluators' scores took account
22 of the competing bidders' qualifications and experience, demonstrated capability and capacity to
23 respond, quality and responsiveness, plan of performance – approach and strategy and gave
24 objective evaluations. Glimpses' Protest failed to provide reasoning or evidence to suggest that
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2 GVB RFP 2025-002
3 DECISION DENYING PROTEST

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11 the evaluators' scoring was deficient on any of the stated criteria. Comparison of submissions
12 shows that the RIMS/Manhita submission was to consist of the combined efforts of RIMS as the
13 lead agency, Big Fish, the creative strategist, and Skift, a global tourism strategy firm engaged by
14 RIMS and Big Fish to provide additional support. Manhita's presentation was visually appealing,
15 in-depth, comprehensive and responsive to GVB's solicitation. Manhita's submission more
16 favorably meets the intent behind the ICAESS RFP and GVB's needs. There is sufficient basis,
17 therefore, to decide that RIMS's submission was superior by 10 points to Galaide and 51 points to
18 Glimpses. Protest on this basis is denied.

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28 16. Glimpses next Protest basis was that, despite the PSS contract being renewed in
Sep. 2024, and there being no indication of unsatisfactory work associated with that procurement,
the scoring was unfairly biased in favor of Manhita. Glimpses appears substantively to be
protesting a contract controversy involving the PSS RFP under 5 GCA § 5427 and not the
method, solicitation, or award of the ICAESS RFP under 5 GCA § 5425. Also, Glimpses'
reasoning fails to account for the intent for the ICAESS RFP, only relying on the design of the
PSS RFP, which is insufficient for GVB's and the tourism industry's present business reality.
Furthermore, each of the evaluators affirmed they had no conflicts regarding their participation in
the evaluation of the ICAESS RFP bid submissions. Based on the foregoing reasons, Glimpses
Protest this basis is denied.

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38 17. Glimpses' next Protest basis was that it was asked to create a hypothetical scenario with
very little guidance on budget, expected performance outcomes, or relevant criteria for judgment.
All other bidders were allowed access to the solicitation packet as early as Dec. 27, 2024 and can
be charged with knowledge of the contents of the ICAESS RFP on that date. Glimpses obtained a

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3 DECISION DENYING PROTEST

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13 copy of the solicitation packet on Jan. 3, 2025 and had actual knowledge what a responsive bid
1 would entail from that date. Its Feb. 4, 2025 protest on this specific point was untimely.
2 Nevertheless, it is clear that all bidders obtained information sufficient to complete and submit
3 their responses, with Manhita and Galaide having enough understanding of what was required for
4 bidders' submissions. As to Glimpses' contention that it had little guidance to create a
5 hypothetical scenario; to the extent that may be true—which can be doubted because Manhita and
6 Galaide had superior responses—it bears responsibility for failure to timely ask for clarification
7 regarding the requirements of the ICAESS RFP or to seek another accommodation so that it could
8 address any issues it perceived with the procurement. For the foregoing reasons, this basis of
9 Glimpses' Protest is denied.
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15 18. GVB having decided against each basis of Glimpses Protest, denies the protest for the
16 reasons stated herein.

17 Dated this 21st day of March 2025 by:

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GERALD S. A. PEREZ
for DEPUTY GENERAL MANAGER
GUAM VISITORS BUREAU

Exhibit “8”

ARTICLES OF ORGANIZATION
OF
MANHITA GUAM, LLC

AUG 8 2012

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, desiring to become a limited liability company under and in accordance with the laws of Guam, and to obtain the benefits conferred by said laws upon limited liability companies, do hereby mutually agree upon and enter into the following Articles of Organization.

ARTICLE ONE

The name of the limited liability company shall be:

MANHITA GUAM, LLC

ARTICLE TWO

The limited liability company may carry on any lawful business whatsoever. Without limiting the foregoing, the limited liability company's primary purpose is:

To engage in the business of establishing, maintaining, and operating coin-operated, self-service, laundry and dry cleaning facilities in all of its phases, including, without being limited to, the buying, selling, leasing, renting, maintaining, using, operating, installing, and distributing of all materials, equipment, and personal property appurtenant or incident to and useful in laundering and dry cleaning businesses, together with the rights incident to establishing and maintain such equipment on public or private property; and to purchase, own, hold, convey, and otherwise use and enjoy real and personal property of all kinds for the operation of the business, and to acquire, construct, maintain, and operate buildings and equipment deemed necessary or convenient in connection with the business.

To act as financial, commercial, or general consultant, agent or representative of any corporation, association, firm, syndicate, or individual, and as such to develop, improve, and extend the property, trade, and business interests of those individuals or organizations. To acquire, preserve, and coordinate information on markets, developing potentials, opportunities, resources, businesses, industries and their needs, and to provide information between companies and individuals in and between communities and trade centers throughout Guam, and other states and nations, when and as authorized by law.

The limited liability company shall have as its additional purposes:

(a) Import-Export. To export from and import into Guam, and from and into any and all foreign countries, as principal or agent, wholesaler, retailer, or agent for

ARTICLES OF INCORPORATION
OF
MANHITA CORPORATION

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:

Preamble

KNOW YE, that we, the undersigned, desiring to become incorporated as a corporation under and in accordance with the laws of Guam, and to obtain the benefits conferred by said laws upon corporations, do hereby mutually agree upon and enter into the following articles of incorporation.

ARTICLE 1

CORPORATE NAME

§1.1. *Name.* The name of the corporation (the "Corporation") shall be:

"MANHITA CORPORATION"

ARTICLE 2

PRINCIPAL OFFICE

§2.1. *Principal office.* The place of the principal office of the Corporation shall be in the municipality of Agaña, Guam, and there may be such subordinate or branch offices in such place or places within or without Guam as may be deemed necessary or requisite by the board of directors to transact the business of the Corporation, such branch or subordinate offices to be held in the charge of such person or persons as may be appointed by the board of directors.

ARTICLE 3

PURPOSES AND POWERS

§3.1. *Purposes.* This Corporation is formed for the principal purpose of engaging in the operating of a bar and restaurant, retail and wholesale, and related enterprises within Guam, the Commonwealth of the Northern Mariana Islands, the Federated States of Micronesia, the Republic of Belau, the Republic of the Marshall Islands, the U.S. Trust Territory of the Pacific Islands, any other territory or state of the United States, or elsewhere in the world, and to that end:

Exhibit “12”

1 BERMAN LAW FIRM
2 Suite 503, Bank of Guam Bldg.
3 111 Chalan Santo Papa
4 Hagåtña, Guam 96910
5 Telephone No.: (671) 477-2778
6 Facsimile No.: (671) 477-4366

5 Attorneys for Protestant:
6 **GLIMPSES OF GUAM, INC.**

RECEIVED

APR 02 2025

McDONALD LAW OFFICE LLC
Received By: ROI
Time/Entered: 3:08 pm

7 **BEFORE THE GUAM VISITORS BUREAU**

8 IN THE PROTEST OF
9 **GLIMPSES OF GUAM, INC.,**
10 Protestant.

GVB RFP No. 2025-002

NOTICE OF SECOND
PROCUREMENT PROTEST

12 To: Regine Biscoe Lee, President and CEO
13 Guam Visitors Bureau

14 **Protestant Information**

15 Name: Glimpses of Guam, Inc. ("Glimpses")

16 Mailing Address: 161 US Army Juan C. Fejeran Street
17 Barrigada Heights, Guam 96913

18 For purposes of this Protest, please direct filings and
19 correspondence to Glimpses' legal counsel:

20 Daniel J. Berman, Esq.
21 Berman Law Firm
22 Suite 503, Bank of Guam Building
23 111 Chalan Santo Papa
24 Hagatna, Guam 96910

25 Business Address: 161 US Army Juan C. Fejeran Street
26 Barrigada Heights, Guam 96913

27 Email Address: dberman@pacificlawyers.law

28 Daytime Contact No.: 671-477-2778

Fax No.: 671-477-4366



COPY

Protest Information

- A. Purchasing Agency: Guam Visitors Bureau
- B. Procurement No.: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Service
- C. Decision being protested was made on March 21, 2025, by Gerald S.A. Deputy General Manager, which was received by undersigned counsel on March 25. A copy of said Decision Denying Protest is attached hereto as Exhibit "7".
- D. Protest is made from the Decision Denying Protest and Award.
- E. Names of competing Bidders, Offerors, or Contractors known to Plaintiff: "The Manhita Team"; Galaide; and, Greenlight.
- F. Only on March 21, 2025, "The Manhita Team" bid was first disclosed. Despite the Glimpses Sunshine Law and Freedom of Information Act Request filed on GVB on January 27, 2025. Exhibit "4".
- G. On March 24, 2025, Decision Denying Protest was served on Glimpses. Exhibit "7".

Statement Supporting the Protest

1. Background

Between January 1, 2024 and December 26, 2024, Glimpses was issued and held a Contract for the GVB marketing services.

On December 27, 2024, GVB issued RFP 2025-002.

On January 17, 2025, "The Manhita Team" submitted its bid. See Exhibit "1", a true and accurate excerpt copy of The Manhita Team bid, Bates No. GVB0697 through GVB074, attached. Likewise, on January 17, 2025, Glimpses also timely submitted its bid.

On January 17, 2025, GVB evaluated four (4) bidders was completed and The Manhita Team was ranked number 1 with 271 points. *See Exhibit "2", GVB Evaluations of four (4) bidders, attached.*

4 On January 21, 2025, GVB sent Notice of Intent to Award to Glimpses and
5 advised that Ruders Integrated Marketing Strategies ("RIMS") shall be awarded the
6 new contract. *See Exhibit "3"*, GVB Notice of Intent to Award, attached.

7 On January 27, 2025, Glimpses served its Sunshine Law and FOIA Request for all
8 documents that included "1. The bid submissions of RIMS ... correspondence and
9 documents of all kind and nature related to bid submissions for GVB RFP No. 2025-
10 002". *See Exhibit "4"*, attached.

11 Yet on February 1, 2025, GVB refused to produce and concealed "The Manhita
12 Team" bid, but produced that part of the procurement record that they elected and
13 preferred to show to Glimpses.

14 On February 24, 2025, GVB Notice was issued that the Award was necessary
15 without delay to protect the substantial interests of Guam. *See Exhibit "5"*, attached.
16 However, the GVB Notice failed to comply with 5 GCA § 5425(c) Decision (2) "inform
17 the protestant of its right to administrative and judicial review".

18 On March 11, 2025, Glimpses filed its Notice of Procurement Appeal to the Office
19 of Public Accountability ("OPA"). Therein, at p. 3, Glimpses invoked the automatic
20 stay of 5 GCA § 5425(g).

21 On March 21, 2025, GVB signed its Procurement Record. *See GVB Procurement*
22 *Record cover sheet, Exhibit "6"*, attached. Glimpses received for the first time
23 disclosure of "The Manhita Team" bid. *See Exhibit "1"*. In contrast, no bid was
24 submitted individually by RIMS. Therein, Glimpses learned for the first time that on
25 March 4, 2025, GVB acted, without notice to Glimpses or the public, to allegedly execute
26 a contract with RIMS. *See Decision Denying Protest, Exhibit "7" at ¶14, p. 3*. However,
27 no such RIMS and GVB contract has been disclosed or produced to Glimpses thus far.

28 On March 24, 2025, service was made on Glimpses of the GVB Decision Denying
29 Protest. *See Exhibit "7"*, Decision Denying Protest dated March 21, 2025, attached.

1
2 Therein, GVB made first disclosure that an actual contract was executed by GVB with
3 RIMS, although no copy of such contract has been produced or disclosed to Glimpses.

4 In the evaluation, Glimpses was ranked third with 220 points and "The Manhita
5 Team" was ranked first with 271 points. However, only RIMS received a contract from
6 GVB, not "The Manhita Team". *See Exhibit "1"* ("The Manhita Team" bid excerpt first 7
7 pages).

8 2. **No Individual RIMS Bid Was Ever Submitted in Response to the RFP**

9 Based on the surprise and belated required disclosure of the GVB Procurement
10 Record, the OPA and Glimpses may now review and see that "The Manhita Team"
11 submitted a comprehensive bid for the award of the contract. *See Exhibit "1"*. Fourteen
12 (14) times "The Manhita Team" is named in their bid submission. Exhibit "1".
13 However, GVB has no intention and, according to its documents, will not award or
14 execute any contract with "The Manhita Team". The latest reports and documents from
15 DRT show that no such "Team" was incorporated, is not a filed partnership and nor a
16 dba of any actual companies associated with the "Team"; that are, Big Fish Creative,
17 Inc., Ruder Integrated Management Services, Inc. and SKIFT.

18 Instead, the DRT documents available reveal that corporation papers do exist for
19 a separate "Manhita Corporation" (1998) and "Manhita Guam LLC" (2012) which are
20 duly authorized and established corporations. None of the available recorded papers
21 from DRT relate to "The Manhita Team". "Manhita Guam LLC" was organized on
22 August 8, 2012 for the purpose of "coin-operated ..." laundry facilities; and, "Manhita
23 Corporation" was formed on March 27, 1997 to engage in operation of a "bar and
24 restaurant". *See Exhibit "8"*, DRT filed Manhita Articles of Organization and
25 Incorporation, respectively. Review of DRT filings supports only the thesis that The
26 Manhita Team is not only an illusion, but misrepresents other duly registered and
27 existing Guam corporations with no legal connection to this "Team".

4 GVB has zero factual basis in the procurement record to assume or conclude, as it
5 did, that: "Big Fish and RIMS partnered" and "... a formal partnership, formed to
6 respond to the ICAESS RFP ..." existed. *See* Decision Denying Protest at pg. 2, ln. 18,
7 Exhibit "7". Moreover, GVB called the prevailing bidder as "RIMS' submission ...".
8 *Id.* at pg. 3, ln. 18-19; *also*, p. 4, ln. 3 ("RIMS/Manhita submission" and "Skift"). GVB
9 cannot make a case that any partnership entity of "The Manhita Team" exists; and even
10 if it did, the award could only be to "The Manhita Team" – an informal collaboration of
11 three (3) separate entities.

12 The bid documents that Manhita filed, and what GVB recognized, was received
13 as "The Manhita Team" bid. This is confirmed in the Evaluation sheets. Specifically,
14 the actual evaluations of GVB were made only on the understanding and express
15 finding that "Manhita" or "The Manhita Group" was a bidder on the RFP. *See* Exhibit
16 "2", Evaluations at GVB0243, GVB0255, GVB0256, GVB0265, GVB0266, GVB0275 and
17 GVB0276. At no time was RIMS evaluated as a sole bidder. In a final analysis, it
18 appears this group represented themselves as either a partnership or a joint venture
19 entity.

20 No stretch can be made that "The Manhita Team" may call itself a dba of RIMS.
21 It is clear that Big Fish Creative Inc. and SKIFT are significant and perhaps major parts
22 or partners in this bid. Because this "Team" is not a dba, a partnership (or a joint
23 venture) that requires identification and a government filing or approval to create such
24 fictitious entity, the bid is a misrepresentation of another individual party or company
25 who was awarded the contract; i.e. RIMS. The non-bidder RIMS has been individually
26 awarded the sole contract for the marketing services required by the RFP. GVB is not
27 allowed to accept, select and award a public contract to a individual party who was not
28 evaluated and had no individual bid timely submitted in response to the RFP of GVB.

3. GVB's Purported Notice of a Public State of Emergency and Necessity to Protect Substantial Interests of Guam Dated February 24, 2025 Is Void

GVB alleges that a February 24, 2025 Notice of Determination of Award Without Delay has sheltered GVB from compliance with 5 GCA § 5425(g) (Automatic Stay). *See* Exhibit "5". However, GVB has failed to comply with the Guam Procurement Code in several respects.

First, GVB must comply with 5 GCA § 5425(c) Decision (2) and "inform the protestant of its right to administrative and judicial review". Here, the Decision Denying Protest served on March 24, 2025 (Exhibit "7") is utterly devoid and omits any statutorily required language that informs Glimpses of its rights to protest and appeal. Likewise, GVB's notice dated February 24, 2025 omits the critical and statutorily required notice of appeal rights. *See* Exhibit "5".

Second, GVB failed to issue its Decision Denying Protest first – in the statutory order – required by the code. At Section 5425(c), the Decision is required prior to use and invoke Section 5425(g)(2) and (3). The reason is clear. A protestant must be informed of their right to administrative and judicial review within the extremely short period of two (2) days after receipt of Notice of Determination of Award Without Delay.¹

Third, § 5425(g)(3) is dependent on § 5425(c)(2). Without the Decision and statutorily required information given to a protestant of the right to administrative

¹ The protestant can of course always appeal an agency decision "to the Public Auditor within fifteen (15) days after receipt by the protestant of the notice of decision." See *Pnc. Data Sys., Inc. v. Guam Dep't of Educ.*, 2024 Guam 4, ¶21, citing 5 GCA § 5425(e). A protestant can challenge a procurement on "any phase of solicitation or award including, but not limited to, specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer." See *DFS Guam L.P. v. A.B. Won Pat Int'l Airport Auth., Guam*, 2020 Guam 20, ¶ 84, citing 2 GAR Div. 4 § 9101(c)(2). It is possible that many different events that spring from the same solicitation can trigger a protest. *Id.* citing *Guam Imaging*, 2004 Guam 15 ¶ 28 (citing 26 GAR § 16901(c)(2)). Sometimes, the announcement of an award can reveal new facts that form a basis for a protest. See *DFS Guam L.P. v. A.B. Won Pat Int'l Airport Auth., Guam*, 2020 Guam 20, ¶ 88. A challenge to the failure to legally implement the automatic stay survives the signing of a contract because the agency acts at its peril by going forward into a contract improperly, and will be subject on appeal to the reviewer's power to restore the status quo. *Id.* at 149.

review, the protestant cannot know that he has merely two (2) days to challenge a finding of an alleged state of emergency or substantial interests of Guam.² In this case, the override of the automatic stay was arbitrary, capricious and an abuse of agency discretion. See Exhibit "5". This is because the only thing attached to justify the Notice was a consultant's findings of what was advisable to procure. *Id.* GVB made no serious attempt to consider the effect on the procurement system integrity when it overrode the automatic stay. See *URS Fed. Servs., Inc. v. United States*, 102 Fed. Cl. 664, 673-74 (2011).

Fourth, to the present, GVB has not disclosed any contract executed by either "The Manhita Team", or RIMS, despite the duty to do so under the procurement law requiring the full record of the procurement to be filed and produced with the whole GVB procurement record on appeal.

4. Glimpses' Incorporation by Reference of Notice of Procurement Protest Served February 4, 2025

Glimpses incorporates by reference as if fully set forth herein all of the terms and claims made and set forth in its Notice of Procurement Protest served on February 2, 2025 and its Notice of Procurement Appeal filed and served on March 11, 2025.

Ruling Requested

Glimpses requests that the Requests for Proposal be voided, and that any Contract awarded to non-bidder RIMS be invalidated and the contract entered be terminated.

Alternatively, Glimpses requests that GVB seek independent re-evaluation of the bids submitted for this procurement. The resulting failure of RIMS to submit any individual bid has subverted the purpose of this procurement and is cause to re-evaluate the bids.

² *Techconsulting, LLC v. United States*, 129 Fed. Cl. 208, 215 (2016). The automatic stay provision cannot function, as intended, if potential bid protestors do not know how long they have to file before they lose their right to an automatic stay.

Declaration Re No Court Action

Pursuant to 5 GCA Chapter 5 § 5425(g), unless the court requests, expects, or otherwise expresses interest in a decision by the Public Auditor, the Office of Public Accountability will not take action on any appeal where action concerning the protest or appeal has commenced in any court.

The undersigned party does hereby confirm that to the best of his or her knowledge, no case or action concerning the subject of this Protest has been commenced in court. All parties are required to and the undersigned party agrees to notify the Office of Public Accountability within 24 hours if court action commences regarding this Appeal or the underlying procurement action.

Glimpses wishes to thank GVB for the opportunity to serve the Guam community presented by this RFP. Glimpses looks forward to your prompt and expeditious resolution of this protest.

DATED this 2 day of April, 2025.

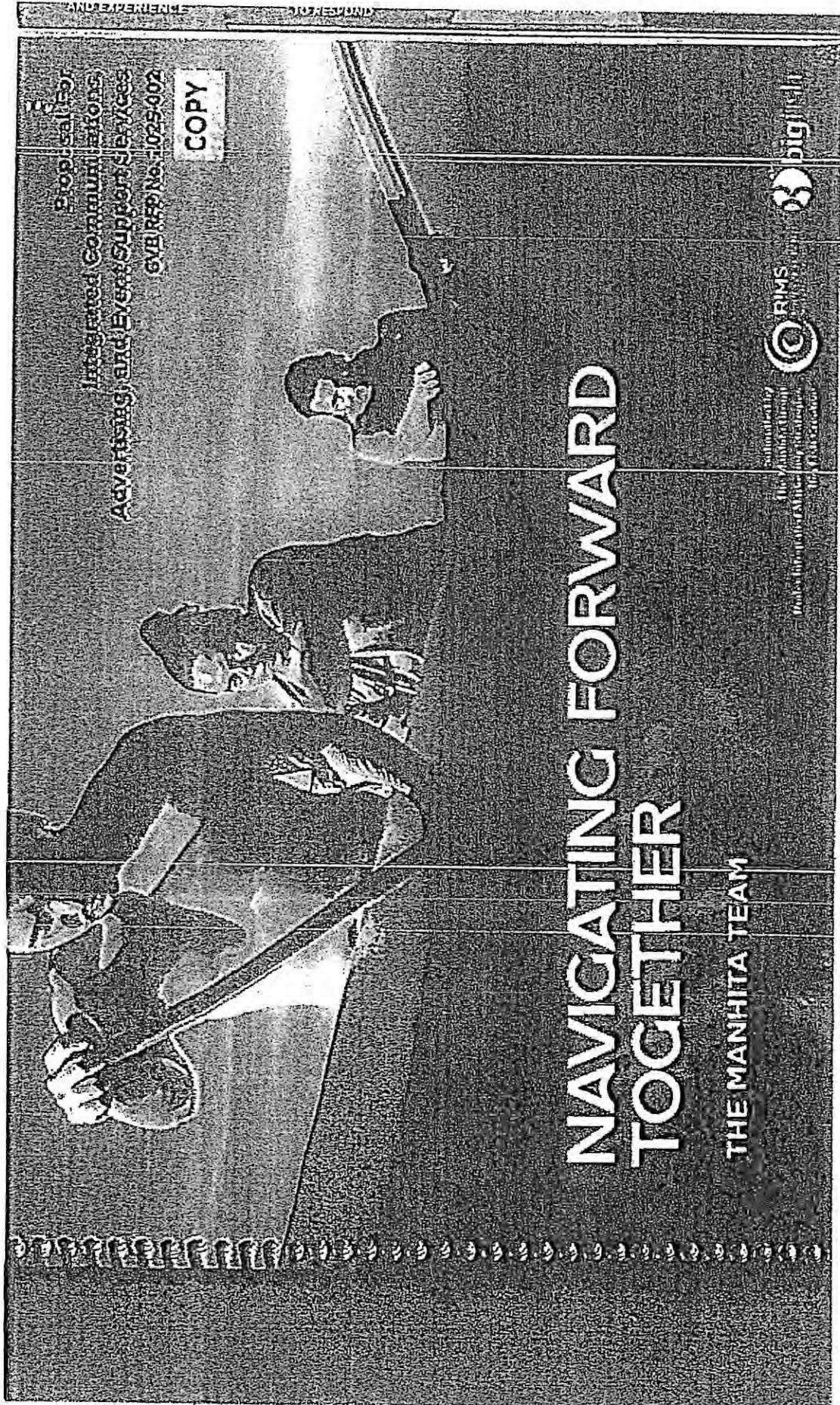
Respectfully submitted,

BERMAN LAW FIRM
Attorneys for Protestant
GLIMPSES OF GUAM, INC.

By:


DANIEL J. BERMAN

Exhibit “1”



Manhita
(man-hi-tuh)

Together
"Chamoru i wos-ko, manhita Matidua"
"Our face is Chamorro, we are the Manhitas together!"

This document and all contents herein are proprietary and confidential. The concepts, ideas, images, graphics, designs, and graphite presented in this RFP are the sole property of Ruidar Integrated Marketing Strategies (RIDS), Big Fish Creative (BFC) and their community partners and may not be used without their written approval.

Cover Letter

January 17, 2025

Dr. Gerald S. A. Perez
Acting President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

RE: The Manhila Team's RFP Response for Integrated Communications, Advertising, and Event Support Services [GVB RFP No. 2025-002]

Hilma Adol, Dr. Perez,

Enclosed is the Ruder Integrated Marketing Strategies (RIMS) response to GVB's Integrated Communications, Advertising, and Event Support Services [GVB RFP No. 2025-002]. We are once again partnering with the team from Big Fish Creative on this pursuit. The Manhila Team of Ruder Integrated Marketing Strategies (RIMS) and Big Fish Creative, Inc., proudly served the Guam Visitors Bureau for 10 years (2011-2020) as its Local Community Brand Build & Support Services contractor. This local partnership has provided a unique perspective and set of skills that are difficult to match. We are proud to have worked closely with the GVB team during that decade to further develop and expand the Guam Brand locally and internationally and we stand ready to work alongside you and your team to reposition Guam as a premier destination in the Asia-Pacific region. Additionally, we have also teamed with the global tourism strategists from SKIFT. Led by Oliver Martin a pre-eminent global tourism authority, the SKIFT team will assist us with strategic oversight of the brand development process.

"Manhila" describes our unified and collaborative approach to supporting GVB's important task of executing Guam's Tourism Recovery Plan. Similarly, the concept of "Manhila" will be recommended throughout the plan to foster a strong strategy of collaboration among the tourism industry to share knowledge, talent, and resources for Guam's benefit. Together, we are stronger, and a strong tourism economy benefits us all. With GVB's important recovery work ahead, we believe that together – as an island, community, industry, and team – we will be *masa merig* (strong).

We have read and understand the RFP in its entirety and agree to all terms in the outlined scope of work. We understand that GVB seeks the services of a professional team to provide fully integrated communications, branding, advertising, event management and public relations services with an emphasis on strengthening Guam's brand identity. Our team possesses the capabilities, resources and personnel necessary to confidently support GVB for the duration of this contract. Our goal is

that the Manhila RFP response will demonstrate to you and the evaluation committee that we have the depth of experience, creative vision, and administrative capabilities in place to be part of your strong tourism recovery team. We take great pride in managing campaigns and events that are On Scope, On Time and On Budget.

Selecting a trusted local partner will provide efficiencies with both cost as well as community engagement. Ruder Integrated Marketing Strategies (RIMS), owned and managed in Guam, is the lead agency for this partnership. As a locally owned and operated entity, I respectfully request to invoke the "local procurement preference clause under section 3.23 Local and Veteran Procurement Preference" when selecting the contractor for this RFP. In this response, we include a copy of our Guam business license and confirm that we have no pending legal issues with the government or other private companies. Work for this project will be done out of our office at Suite 207 of the Guam Finance Center in Dededo, Guam.

Si, *yo's Ma'ase* for the opportunity to present our proposal. We look forward to sharing our vision with you.

Sincerely,



Steve Ruder
President and Principal,
Ruder Integrated Marketing
Strategies (RIMS)


Jenevieve Sublian Oka
Principal and Managing Director,
Big Fish Creative, Inc.

Evaluation Criteria

CRITERIA	WEIGHT	DESCRIPTION	EVIDENCE
PQS 4-21	50 pts	QUALIFICATIONS AND EXPERTISE <ul style="list-style-type: none"> Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document. Identify the Team members and any other key staff personnel to be involved in this project, including their resume and the roles of each who will perform the services pursuant to this RFP. Provide sufficient detail to support their degree or levels of expertise, job performance, and ability to perform the work contemplated. 	PQS 4-21
PQS 2-4-37	5 pts	DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND <ul style="list-style-type: none"> 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. Include a minimum of three (3) examples of similar, successful projects to include but not limited to Project Name, Project Summary, Price, Name of the Organization for whom your firm provided the work, Receipt of Past Performance Questionnaire from references, preferability from those project references. 	PQS 2-4-37
PQS 6-4-77	5 pts	QUALITY AND RESPONSIVENESS <ul style="list-style-type: none"> Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies. Affidavits (attached) notarized in the state or territory of the Offeror's principal place of establishment. <p>At a minimum the Offeror shall provide:</p> <ol style="list-style-type: none"> Name and address of offeror. Area of Offeror's business. List of all subcontractors for this project. 	PQS 6-4-77
PQS 3-8-42	40 pts	PLAN OF PERFORMANCE <ul style="list-style-type: none"> Branding/Theme Building Test Scenario - Summer Event Unlink Travel to Guam 	PQS 3-8-42

The Project Guide - Contract of Performance - GVB RFP Ref. 2025-042

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		Creative Concepts and Visuals	71	Creative Concepts and Visuals	71	Creative Concepts and Visuals	71	Antennas and Required Documents	39	Antennas and Required Documents	68
		Media Mix / Media Selection	50	Media Mix / Media Selection	50	Media Mix / Media Selection	50	Business License	05	Business License	05
		Workplan Timeline	61	Workplan Timeline	61	Workplan Timeline	61	Antennas and Required Documents	39	Antennas and Required Documents	68
		Workplan Calendar	62	Workplan Calendar	62	Workplan Calendar	62	Business License	05	Business License	05
		Proposed Subcontractors	63	Proposed Subcontractors	63	Proposed Subcontractors	63	Antennas and Required Documents	39	Antennas and Required Documents	68

Manahla's Qualifications, Business License, and Event Requirements

Executive Summary

Hala Adai! The recovery of Guam's tourism economy can be best approached like building a house. As a team, everyone works together to work swiftly and in tandem, using its leader to direct and steer the vessel. With the Guam Visitors Bureau (GVB) in that role, the industry of Guam's tourism industry, the tourism industry and the community must come together as a team to help one another, unite to overcome a tourism decline in tourism arrivals and improve the Guam product. If we partner together in tourism, with focus and strategy, we can navigate through any conditions and challenges. Guam's tourism vessel forward. The more we work together, the more we can learn about our strengths and cover more customer needs.

This is much like the story of our Manhula team. When we joined forces in FY2012, we had to learn how to utilize our resources and skills for the benefit of GVB. We believed in the mission of Guam and the importance of the work we have accomplished together. After serving GVB for nearly 10 years, we are confident in our strengths of working together and inspiring our community to get involved again about tourism. In addition to the RMS and Big Fish, collaboration is key to working with SKIFT. The globally recognized tourism strategy and branding experts, to support the GVB contact. SKIFT is well informed about Guam's tourism industry and the challenges it faces. SKIFT will assist the program by bringing a global perspective to our uniquely local challenges while offering world-class counsel on many other tourism practices and trends.

In this RFP response document, you will see that the contact is the foundation of what we propose. A spin at collaboration and teamwork will be required from the bureau and the community. Supporting, collaborating, involving, and communicating with stakeholders will

be a big part of the Reopening plan. We will rely on these same stakeholders to take GVB's important messages to their teams and share them through their networks.

As a first step, we recommend tailoring the Hala Adai Pledge Program as the core of GVB's community outreach and engagement plan. This need and the program, with its established name recognition, will strengthen an important message that tourism needs its residents and businesses to play an active role in it to be successful. The program will involve everyone of tourism's key teaching mentors in the community. Much like paddling a canoe, the team must work together so everyone has a chance to win.

As formally in this process, this Manhula team agrees to all the listed tasks and items as required in this Communications Services RFP.

Supporting Guam's Short-Term Recovery Plan

In this paper, we will support the Manhula Team outlined pathways to support the short-term goals while providing sound

campaigns that will instill on a consistent strategic marketing and communications plan to put Guam back on top of the list of destinations to travel to in 2025. We include an annual campaign umbrella that focuses on a return to the Only on Guam Experience that offer interaction with the island's culture and heritage and historical experience with the Hala Adai Spirit.

A Summer 2025 campaign is also outlined to inspire the industry as a whole to participate. GVB will take the lead in conceptualizing an events-based campaign to welcome visitors in waves throughout the summer. With weekly events offered throughout the island and

2 The Report, June 2024, GVB Interim Summer 2025 RFP

new and refreshed spirit of working together. GVB can capitalize on having talent and additional resources to support its efforts locally and in the source markets. Guam is a community stakeholder. With the state of the industry, Guam needs all the support it can get from within the community and the travel and tourism industry.

The plan identified four immediate actions and initiatives to avoid further decline in arrivals and improvements to the destination. GVB has identified the need for investments in improving the Guam product to improve travel experience, which will be a bright spot to show the island's commitment to improvement. Second, Guam needs to increase airline capacity from its Seaplane markets to offer more opportunities for visitors to travel to Guam. Third, an incentive in marketing activities and a return of Guam events is an marketing tool to attract tourists looking for unique experiences. Lastly, GVB needs the need to re-engage the community in supporting tourism.

In this paper, we will support the Manhula Team outlined pathways to support the short-term goals while providing sound campaigns that will instill on a consistent strategic marketing and communications plan to put Guam back on top of the list of destinations to travel to in 2025. We include an annual campaign umbrella that focuses on a return to the Only on Guam Experience that offer interaction with the island's culture and heritage and historical experience with the Hala Adai Spirit.

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2 The Report, June 2024, GVB Interim Summer 2025 RFP

Guam's tourism district, Guam will entice visitors with many unique experiences found only in Guam. The summer campaign will create an environment of fun and creative moments in leisure, enjoyed with music, and made memorable by food and drinks. Most of all, it will benefit all tourism stakeholders, and GVB immensives who participate.

Supporting Tourism In the Long Term

The Manana Team has been working and developing the Guam Roundabout GVB, and we believe our in-depth knowledge of the island makes us uniquely qualified to plan and execute Guam's marketing locally and in the source markets. To expand to the Valley budget and luxury segments, Guam has the opportunity to welcome a wider group of visitors by tailoring island experiences to appeal to those markets. By working closely with GVB, we can craft unique and experiences that are specific and sustainable.

Our Manana Team will manage GVB's marketing and communications programs with the same professionalism, depth of knowledge, attention to detail, and tolerance that GVB has come to trust and rely upon. In 2025, we stand ready to support GVB's short-term, urgent tactical plans with Guam's urgency and through strong messaging and execution of marketing and events campaigns to bolster Guam's visibility in the markets and launch a community campaign to engage our community. Ultimately, our collective goal will be to decrease the further decline in arrivals through Guam's recovery plan and increase awareness and support locally. In Guam's number one industry and GVB's efforts.

We have listed specific items in its response for how we plan to support those important initiatives and goals. As your marketing and brand partners, we are poised to design work on long-term planning to support GVB's objectives for a long-term strategic plan:

- Support the new strategic plan that aims to identify realistic new source markets and evaluate Guam's competitive positioning
- Reinforcerobust Guam, emphasizing its unique selling points, highlight Guam's unique tourist attractions and experiences (future Guam's unique Chamorro culture, and present Guam's unique position of "Where America's Day Begins")

The Manana Team is ready and available immediately to support this response offer a full:

To authenticity in the Guam experience. We present the initial need for a collaborative effort, where a

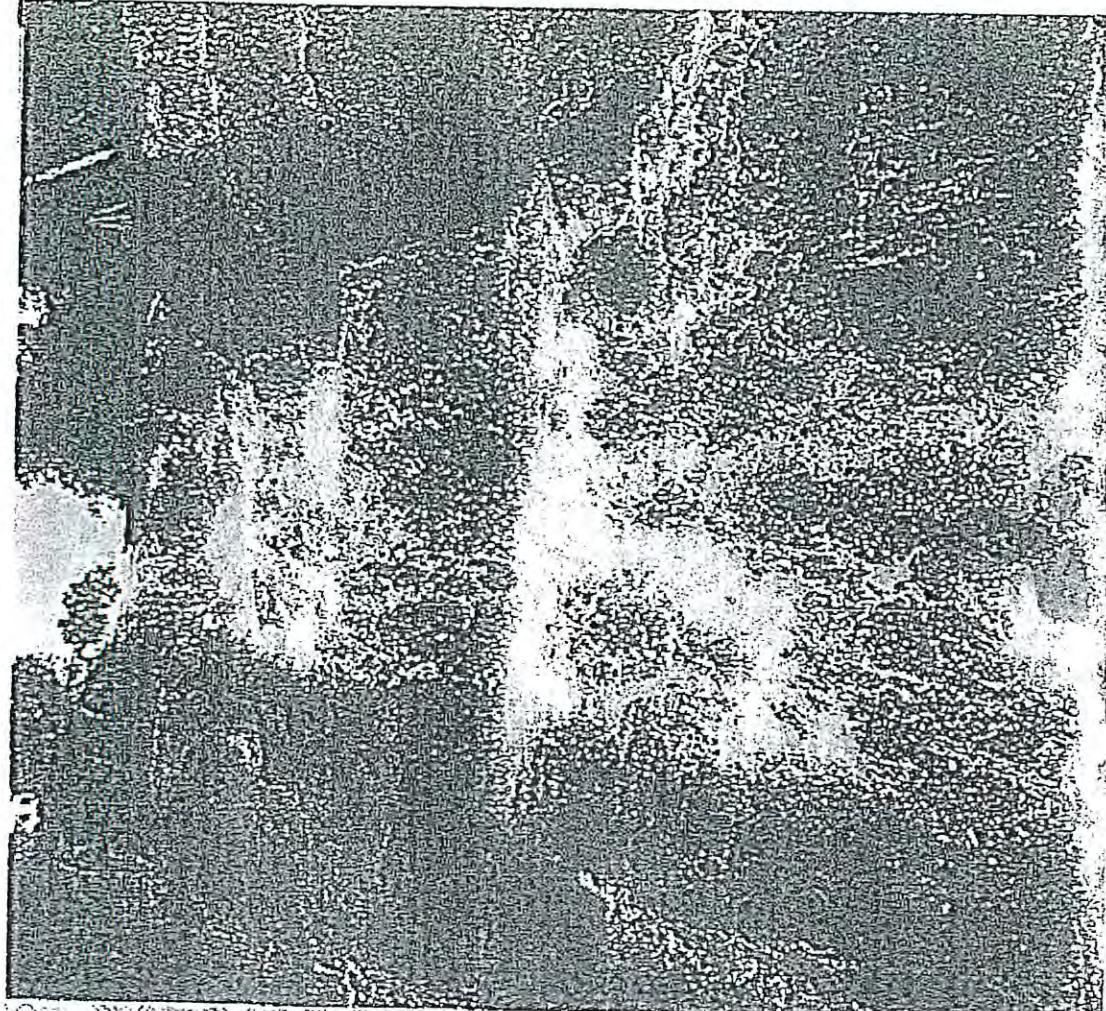
strikeholders are working together to position Guam and support GVB and the industry's success. Second we strive with offering every Guam visitor unique Guam experiences where they can connect with the island. We must return to where experiences with our visitors - new or returning - to show them with the Guam experience that can't be found elsewhere. Lastly, this can be accompanied by delivering unique experiences through our warm Hello Adult spirit, which encompasses the island's culture, history, traditions, and most of all, the hospitality of its people. We will work to re-engage our community not to become something different but to return to what is inherently and authentically Guam.

The Manana Team is ready and available immediately to support this response offer a full:

To authenticity in the Guam experience. We present the initial need for a collaborative effort, where a



Intercultural Communications, Advertising, and Event Support Services



4

Qualifications and Experience

CHOOSING THE MANHITA TEAM

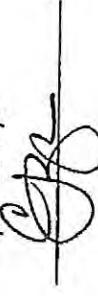
This document and all contents herein are proprietary and confidential. The concepts, ideas, images, photographs, designs and graphics presented in this RFP are the sole property of Ruder Integrated Marketing Strategies (RIMS), Big Fish Creative (BFC) and their community partners and may not be used without their written approval.

Exhibit "2"

EVALUATION OF PROPOSALS

Maximum # of Points x 3 evaluators	Criteria	MANHITA	GALAIDE	GLIMPSES	GREENLIGHT
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)	136	132	114	110
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)	15	13	11	11
15	C. QUALITY AND RESPONSIVENESS (5 points)	13	13	15	12
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)	107	103	80	82
300	TOTAL SCORE:	271	261	220	215
	RANKING ORDER:	1	2	3	4

Prepared by:



Certified by:





NAME OF OFFEROR: The Manhita Group

EVALUATOR SIGNATURE: Dee Hernandez
DATE: 01/10/15

You may use a pencil during evaluations and scoring, but please write final points and total in pen:

EVALUATION OF PROPOSAL (WRITTEN)			
MAXIMUM No. of POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
50	<p>QUALIFICATIONS AND EXPERIENCE: All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:</p> <p>A.1 Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.</p> <p>A.2 Identify the team members and any other key staff personnel to be involved in this project, including their resumes and the roles of each who will perform the services pursuant to this RFP.</p> <p>A.3 Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.</p> <p>DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND.</p> <p>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.</p> <p>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 for your firm provided the work.</p> <p>B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.</p>	1-50	48
5	<p>QUALITY AND RESPONSIVENESS. The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:</p> <p>C.1. Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies.</p> <p>C.2. Affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.</p> <p>C.3. At a minimum the Offeror shall provide:</p>	1-5	5



	<p>(a) Name and address of offeror (b) Age of Offeror's business (c) List of all subcontractors for this project.</p>		
40	<p>PLAN OF PERFORMANCE – APPROACH AND STRATEGY.</p> <p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points) (a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary). (b) Demonstrate year-round plan for branding consistency. (c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points) (a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025. (b) Present campaign objectives and desired target market segments. (c) Present campaign creative images and suggested communication plan necessary to reach objectives. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>	1-40	35
100	TOTAL EVALUATION SCORE:		92

NOTES/COMMENTS [please write your comments down, for the President's review and consideration].





NAME OF OFFEROR: Manhita

EVALUATOR SIGNATURE:

DATE: 1/17/25

You may use a pencil during evaluations and scoring, but please write final points and total in pen:

EVALUATION OF PROPOSAL (WRITTEN)

MAXIMUM NO. OF POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
50	<p>QUALIFICATIONS AND EXPERIENCE: All proposals submitted in response to this opportunity shall contain a Statement of Qualifications, which shall:</p> <p>A.1 Describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document.</p> <p>A.2 Identify the team members and any other key staff personnel to be involved in this project, including their resumes and the roles of each who will perform the services pursuant to this RFP.</p> <p>A.3 Provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.</p>	1-50	40
5	<p>DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND.</p> <p>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.</p> <p>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 for your firm provided the work.</p> <p>B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.</p>	1-5	5
5	<p>QUALITY AND RESPONSIVENESS. The quality and responsiveness of an Offeror's proposal is subject but not limited to the following:</p> <p>C.1. Proof of the license to do business in Guam and statement of no pending legal issues with the government or other private companies.</p> <p>C.2. Affidavits (attached) notarized in the state or territory of the offeror's principal place of establishment.</p> <p>C.3. At a minimum the Offeror shall provide:</p>	1-5	



GUAM
VISITORS
BUREAU
SETBISION BISITAN GUÁHAN

GVB RFP 2025-002
Integrated Communications, Advertising and Event Support Services
EVALUATOR: Nadine Leon Guerrero

Page 2 of 2

	<p>(a) Name and address of offeror (b) Age of Offeror's business (c) List of all subcontractors for this project.</p>		
40	<p>PLAN OF PERFORMANCE – APPROACH AND STRATEGY.</p> <p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points) (a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary). (b) Demonstrate year-round plan for branding consistency. (c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points) (a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025. (b) Present campaign objectives and desired target market segments. (c) Present campaign creative images and suggested communication plan necessary to reach objectives. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>	1-40	4 35
100	TOTAL EVALUATION SCORE:		84.0

NOTES/COMMENTS [please write your comments down, for the President's review and consideration].

40
5
4
35
64



NAME OF OFFEROR: The Manhita Group

GVB RFP 2025-002
Integrated Communications, Advertising and Event Support Services

EVALUATOR: Kraig Camacho

Page 1 of 2

EVALUATOR SIGNATURE: 1500 AM
DATE: 1/17/2025

You may use a pencil during evaluations and scoring, but please write final points and total in pen:

EVALUATION OF PROPOSAL (WRITTEN)			
MAXIMUM NO. OF POINTS	EVALUATION CRITERIA	SCORING RANGE	TOTAL SCORE
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5	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 for your firm provided the work. B.3 Receipt of Past Performance Questionnaires from references, preferably from those project references in Section B.2 above.	1-5	5
5	QUALITY AND 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 in 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. At a minimum the Offeror shall provide:	1-5	5



	<p>(a) Name and address of offeror (b) Age of Offeror's business (c) List of all subcontractors for this project.</p>		
40	<p>PLAN OF PERFORMANCE – APPROACH AND STRATEGY.</p> <p>To evaluate the agency's qualifications and abilities to perform the services required in this RFP, the agency shall include a detailed communication plan and event management addressing the requirements below. Price, cost data and compensation shall not be included in this plan:</p> <p>D.1. Branding/Image Building (20 points) (a) Explain proposed strategic approach to change, alter or reinforce Guam's image (if necessary). (b) Demonstrate year-round plan for branding consistency. (c) Provide suggested creative art board, visual displays, ad layouts to support brand image and communication plan. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.2. Test Scenario – Summer Event Enticing Travel to Guam (20 points) (a) Explain proposed positioning and communications plan for summer season travel to Guam in 2025. (b) Present campaign objectives and desired target market segments. (c) Present campaign creative images and suggested communication plan necessary to reach objectives. (d) Illustrate, through a pie chart, the media mix addressing frequency, reach and message for each market segment.</p> <p>D.3. Proposed subcontractors (if any) it would engage to affect a full turn-key service.</p>	1-40	37
100	<p>TOTAL EVALUATION SCORE:</p>		95

NOTES/COMMENTS *[please write your comments down, for the President's review and consideration]*



GVB RFP #2025-002
Integrated Communications, Advertising and Event Support Services
Evaluation Summary

Date: January 17, 2025
Time: 2:00 p.m.

Location: GVB Mini Conference Room

Evaluation Team: Dee Hernandez / Nadine Leon Guerrero / Kraig Camacho

- A. Review and evaluation of submission(s):
- B. Conflict of Interest Disclosures. Acknowledged and signed by each evaluator.
- C. Administrative Review. Completed by Chris Lizama during evaluations and shared with each evaluator. No significant issues from any offeror.
- D. Proposal and contents provided to each evaluator.
- E. Points of discussion for the President and CEO's review: No additional points for discussion raised. Scored tallied and compiled for certification by Leonore Delas Alas, Acting CFO/Controller.
- F. Forwarded to Acting President and CEO for review and approval.

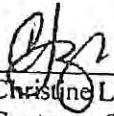
Submitted by: 
Christine Lizama
Contracts & Procurement Administrator

Exhibit “3”



January 21, 2025

Marcos W. Fong
Managing Director
Glimpses of Guam, Inc.
161 US Army Juan C. Fejeran Street
Barrigada Heights, GU 96913

Subj: Notice of Intent to Award to Ruder Integrated Marketing Strategies (RIMS)
Re: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services

Hafa adai Mr. Fong:

Thank you for submitting a proposal GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services. The evaluation committee has completed its work and reviewed all proposals submitted by interested offerors.

GVB has elected to pursue a contract with Ruder Integrated Marketing Strategies (RIMS), but we are truly grateful for the time and effort you put in to submitting your proposal. Attached for your review is the Administrative Review and Evaluation Summary.

We hope that as other opportunities arise, you continue to engage in the process and submit a proposal.

If you have any questions or concerns, please feel free to contact our office at (671) 646-5278.

Si Yu'os Ma'ase'

GERALD S.A. PEREZ
Acting President and CEO

attachments

Exhibit “4”



Glimpses Advertising

January 27, 2025

VIA HAND DELIVERY; AND, CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Gerald S.A. Perez
Acting President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road
Tumon, Guam 96913

**Re: Sunshine Law and Freedom of Information Act Request for Documents
GVB RFP 2025-002 Integrated Communications, Adver and Event Svcs
Request of Glimpses of Guam, Inc.
Notice of Rejection/Award January 21, 2025**

To Whom It May Concern and CEO Perez:

This is a Freedom of Information Act and Sunshine Law Request.

Your response is due within four (4) days. 5 G.C.A. §10111. I request that both you and the Guam Visitors Bureau produce a copy of every document, record, letter, notes, e-mail or any other writing that constitutes the bid submission of RIMS (Ruder Integrated Marketing Strategies) with reference to GVB RFP No. 2025-002.

I request among other documents:

1. The bid submissions of RIMS (Ruder Integrated Marketing Strategies) correspondence and documents of all kind and nature related to bid submissions for GVB RFP No. 2025-002;
2. Any correspondence to and from Guam Visitors Bureau and RIMS (Ruder Integrated Marketing Strategies).
3. The entire procurement record for GVB RFP No. 2025-002.

671-648-7433
671-648-6543



Gerald Perez
CEO
Guam Visitors Bureau
January 27, 2025
Page 2

Failure to cooperate and produce the required documents may expose you to civil liability for not complying with the law. 5 G.C.A. §10112 (\$1,000.00 fine payable by the employee, not the Government). Failure to provide the documents requested could be considered criminal, which creates a inherent conflict of interest that would prevent the Attorney General from intervening on your behalf. 5 G.C.A. §10112(c).

Unless I receive the requested documents pursuant to applicable law on or before Friday, January 31, 2025, we will assume that you are unwilling to comply with the law unless and until ordered to do so by a court of law under the threat of contempt or criminal sanction. If the request is not satisfied, we will be constrained to file an expedited proceeding with the court to seek an *in camera* review of our Petition. In addition to a civil fine, we will request that our costs of court and attorneys' fees be awarded to us and against you for having to take this drastic and unnecessary measure. 5 G.C.A. §10112(d).

Please be governed accordingly.

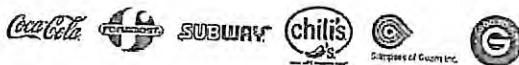
Very truly yours,



Marcos Rong

Cc: Glimpses of Guam Legal Counsel
GVB Board of Directors c/o Chairperson

DELIVERY RECEIPT



To: GEORGE UHU
Date: JAN. 27, 2025
Attention: _____

QUANTITY	DESCRIPTION
	SUNSHINE LAW AND FREEDOM OF INFORMATION ACT REQUEST FOR DOCS.

Received by: Cathaynne L
Print name and sign

161 U.S. Juan C. Fejeran St.,
Barrigada Heights, Guam 96913

www.cokeguam.com • www.foremostguam.com • www.subwaypacific.com
www.chilisguam.com • www.glimpsesofguam.com • www.goodtogoedelivery.com

DELIVERY RECEIPT



To: GERALD S.A. PEREZ
Date: JAN. 27, 2025
Attention: _____

QUANTITY	DESCRIPTION
	SUNSHINE LAW AND FREEDOM OF INFORMATION ACT REQUEST FOR DOCS

Received by: Cathaynne L
Print name and sign

161 U.S. Juan C. Fejeran St.,
Barrigada Heights, Guam 96913

www.cokeguam.com • www.foremostguam.com • www.subwaypacific.com
www.chilisguam.com • www.glimpsesofguam.com • www.goodtogoedelivery.com

Exhibit "5"



February 24, 2025

Marcos Fong
Managing Director
Glimpses of Guam Inc.
161 US Army Juan C. Fejeran Street
Barrigada Heights, Guam 96913

Daniel J Berman, Esq.
Berman Law Firm
Suite 503, Bank of Guam Building
111 Chalan Santo Papa
Hagatna, Guam 96910

FEB 24 2025

Time Received: 3:55 pm
Received By: Julio

VIA: Hand Delivery

SUBJ: GVB RFP 2025-002; Notice of Determination of Award without Delay

Dear Sirs:

This is to notify Glimpses of Guam, Inc. that the Guam Visitors Bureau has determined that the award of the contract for GVB RFP 2025-002 without delay is necessary to protect substantial interests of Guam.

Sincerely,


GERALD S.A. PEREZ

GVB Acting President and CEO

Encls: GVB RFP 2025-002 Determination of Substantial Interest





MEMORANDUM TO FILE

DATE: February 18, 2025

TO: Procurement File

SUBJ: Substantial Interest Determination

RE: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Services; Protest filed by Glimpses of Guam

Introduction:

This is a determination that award of the contract for GVB RFP 2025-002 without delay to RIMS is necessary to protect substantial interests of Guam.

GVB as the Key Tourism Driver for Guam:

The Guam Visitors Bureau (GVB) is tasked with several responsibilities related to promoting and developing Guam's tourism industry. These include:

- Promoting and marketing Guam as a tourist destination.
- Encouraging local resident interest in the tourism industry.
- Promoting local culture and locally made products.
- Collecting, producing, and distributing visitor industry data.
- Developing and implementing Guam's tourism strategic and marketing plans.
- To efficiently and effectively promote and develop Guam as a safe and satisfying destination for visitors and to derive maximum benefits for the people of Guam.

Guam has a substantial interest in its tourism industry, which generates hundreds of millions of dollars of gross island product, thousands of jobs, and tens of millions of dollars in tax revenues.

Challenges facing Guam's Tourism Industry:

Currently, Guam is experiencing significant challenges in its recovery from slack tourism sector performance after the COVID-19 pandemic and persistence of weak source market currencies. At GVB's November 7, 2024 Board Meeting, the following was reported for visitor arrivals:

- In fiscal year 2023 (ending September 30, 2023), Guam recorded 602,594 total visitor arrivals.
- For the 2024 fiscal year (October to July), Guam's airport reported 775,000 passenger arrivals.



10/25/2024

- The Guam Visitors Bureau had forecasted approximately 900,000 visitors for fiscal year 2024, which would represent about 55.6% of pre-COVID numbers

At a board meeting on October 24, 2024, Governor Lou Leon Guerrero provided a tourism study finding issues facing the industry.¹ Among the notable issues the following were provided in the report:

- **Lack of a Unique "Must-See" Element:** Guam is seen as similar to other tropical destinations and doesn't have a compelling, unique attraction that makes it stand out.
- **Local Culture and Dining Not Top-of-Mind:** Travelers don't immediately associate Guam with its local Chamorro culture or cuisine. This represents a missed opportunity to differentiate Guam from other destinations.
- **Mixed Perceptions of Guam's U.S. Territory Status:** While some see the U.S. connection as a guarantee of safety, others are turned off by it, preferring destinations that feel less Americanized or have a stronger local identity. Some travelers expressed a dislike for America, so Guam being a US territory makes them less inclined to visit.
- **Limited Activities and Attractions:** Some potential visitors feel that Guam needs more diverse content and tourist attractions beyond just swimming and shopping. They are looking for unique experiences, local souvenir shops, museums, cultural sites, and activities in the surrounding towns.
- **Replaceable Beauty:** Some perceive Guam's beauty as "normal" and not outstanding, making it easily replaceable with other destinations. There's a feeling that Guam lacks a unique selling point that makes it a must-visit location.
- **Small Island Perception:** Some feel Guam is so small that you can see everything in one day.

The report also provided these recommendations to address Guam's tourism problems:

1. Enhance Guam's Unique Identity and Cultural Appeal:

- **Promote Chamorro Culture:** Develop and actively promote authentic cultural experiences that go beyond typical tourist activities. This could include:
 - Cultural village tours and demonstrations.
 - Interactive workshops on Chamorro crafts, dance, language, and history.
 - Partnerships with local artisans and cultural practitioners.
 - Highlighting historical sites and their significance.
- **Showcase Local Cuisine:** Elevate Guam's culinary scene by:
 - Promoting local Chamorro dishes and restaurants.
 - Organizing food festivals and cooking classes featuring local ingredients and techniques.
 - Creating culinary tours that explore Guam's diverse food offerings.

¹ See Guam Tourism Recovery – Focus Group Highlights (Attached).

- Supporting local farmers and producers to ensure the availability of fresh, local ingredients.

2. Address Perceptions Related to U.S. Territory Status:

- **Emphasize Guam's Unique Blend of Cultures:** Highlight the fusion of Chamorro, American, and other cultural influences that make Guam unique. This could involve:
 - Marketing campaigns that showcase Guam's diverse cultural heritage.
 - Promoting events and festivals that celebrate Guam's multicultural identity.
- **Focus on Safety and Security:** For travelers who value the U.S. connection for safety reasons, emphasize Guam's security and stability as a U.S. territory.
- **Target Travelers Seeking American Experiences:** Market Guam to travelers specifically interested in experiencing American culture in a tropical setting.

3. Diversify Activities and Attractions:

- **Develop a Wider Range of Activities:** Offer more than just swimming and shopping. Consider:
 - Developing adventure tourism activities like hiking, diving, and water sports.
 - Creating cultural and historical tours of Guam's villages and landmarks.
 - Offering opportunities for visitors to interact with local residents.
- **Promote Local Shopping:** Support and promote local souvenir shops and businesses that offer authentic Guam products.

4. Combat the Perception of "Replaceable Beauty" and Small Size:

- **Highlight Unique Natural Features:** Showcase Guam's unique natural landscapes, such as its beaches, reefs, and forests.
- **Develop Themed Itineraries:** Create suggested itineraries that encourage visitors to explore different parts of the island and experience its diverse offerings over several days.
- **Promote Day Trips and Excursions:** Offer opportunities for visitors to explore neighboring islands or engage in unique activities off the coast of Guam.

5. Address Price Sensitivity:

- **Offer Value-Added Packages:** Create packages that combine accommodations, activities, and meals at a discounted price.
- **Promote Affordable Options:** Highlight affordable accommodations, dining options, and activities to attract budget-conscious travelers.
- **Target Markets Less Sensitive to Exchange Rates:** Focus marketing efforts on regions with stronger currencies or travelers less concerned about exchange rate fluctuations.

6. Improve Communication and Promotion:

- **Develop Targeted Marketing Campaigns:** Create marketing campaigns that specifically address the concerns and interests of travelers in Japan, South Korea, and Taiwan.
- **Utilize Digital Marketing:** Use social media and online channels to showcase Guam's unique attractions and cultural experiences.
- **Partner with Travel Agencies and Influencers:** Collaborate with travel agencies and influencers to promote Guam as a desirable travel destination.
- **Promote Guam Cuisine in Key Markets:** Introduce Guam cuisine to Japan, South Korea, and Taiwan through restaurants and food events.



The Bureau's use of communications, marketing and events management vendors to drive arrivals:

The Bureau has for a long time used events to promote Guam's tourism offering and generate visitor arrivals. Because of the challenges facing the tourism industry, GVB determined that it would be necessary to up-game its strategic marketing vendor. Selection of an appropriate vendor is key.

On December 26, 2024, the Bureau canceled for convenience its contract with its events management vendor, Glimpses of Guam, Inc. (Glimpses), pursuant to its Agreement with the company. In the termination letter, GVB stated that the purpose of seeking new offerors was to engage a firm capable of planning, developing, and executing uniquely designed signature events to attract visitors and enhance Guam's destination appeal.

On December 27th, 2024, GVB Issued RFP 2025-002 For Integrated Communications, Advertising and Event Support Services. With the introduction of the Tourism Recovery Plan and increased directives from the Governor and the Board of Directors, it was necessary to revise and expand the scope of work to meet the challenges ahead. This is clearly seen in the design of RFP 2025-002, which is intended to respond to recommendations found in the Report provided by the Governor:

RFP2021-003	RFP 2025-002
Intent 1.0	Intent 1.0
- focus on recovery	- focus on the CHamoru culture
- Education of residents on health and safety measures	- Tourism development through events
- Information to source markets on health and safety measures	- Strategic brand positioning
- Education of general public on the benefits of tourism	- Involve local communities to build pride and ensure events align
	- Digital marketing and storytelling to increase Guam's digital footprint and showcase Guam's culture

On January 17, 2025, bid submissions were closed. On January 21, 2025, a selection panel recommended award to RIMS. The contract that is contemplated is less than \$450,000.

Following a comprehensive evaluation, Ruder Integrated Marketing Strategies, Inc. (RIMS) emerged as the highest-rated offeror. Their proposal was not only complete but also visually compelling, reflecting the level of professionalism and strategic expertise necessary to support GVB's efforts in revitalizing Guam's tourism industry. Despite their recent



experience with GVB, Glimpses' proposal lacked the level of professional attention expected from a firm responsible for assisting GVB to spearhead strategic tourism initiatives. On the whole, RIMS was chosen because of its successful track record with past events, and it has demonstrably more resources to respond to GVB's needs.² RIMS has a partnership agreement with Big Fish Creative, Inc., a branding/marketing firm, and will leverage SKIFT,³ a global tourism intelligence platform, in a venture called *Manhita*, to help GVB spur recovery of Guam's tourism sector. As compared to Glimpses, RIMS response to the solicitation provides advantages over Glimpses as shown by its ability to provide strategic recommendations and expedite communications, advertising and events support services that GVB believes will greatly increase the trajectory of Guam's tourism industry recovery.

RIMS is clearly the superior offering.

Award of GVB RFP 2025-002 without delay is necessary to protect substantial Interests of Guam:

On February 4, 2025, Glimpses protested the award to RIMS. The protest is based on two contentions. First, Glimpses believes that the scope of the work in RFP 2025-002 is identical to the scope of its cancelled contract. In other words, Glimpses is protesting that after cancellation for convenience, a procurement for the type of work it had formerly done was conducted. This is an improper basis for a protest, which is only permissible for the method of source selection, solicitation, or award of contract. The contract for RFP 2025-002 has yet to be awarded. Nevertheless, it is noteworthy that, the method of source selection and solicitation were known since the date of the issuance of the RFP (Dec. 27, 2025), and Glimpses protest on those bases are untimely.

Glimpses' second protest basis is its contention about the specifications which it claims are ambiguous and unfair. Again, Glimpses knew of the specifications since Dec. 27 but never asked for clarification or had questions about the specifications. Glimpses' protest is untimely.

Conclusion:

Glimpses response to the solicitation was inferior, its protest untimely and without merit but stays the award of the contract to RIMS. Given the economic impact of tourism—where each tourism-related job is sustained by approximately 70-75 visitors and supports an estimated 20,000 jobs—GVB cannot afford further setbacks. Owing to the need to give immediate effort to effect a recovery with a superior vendor, it is abundantly clear that award of a contract to RIMS is necessary to protect substantial interests of Guam, that is, its tourism industry.

² Glimpses may have strained working capital. GVB immediately reimburses costs on projects, but Glimpses' subvendors have complained of late payments.

³ Information about SKIFT is available here: <https://skift.com/about/>.



25-0067 8

By:

Christine Lizama
Christine Lizama
Contracts & Procurement Administrator

Date: 2/19/25

Concur:

Gerald S.A. Perez
Gerald S.A. Perez
Acting General Manager
Guam Visitors Bureau

Date: 2/19/25

Concur:

Douglas Moylan
Douglas Moylan 25-0067
Attorney General of Guam

Date: 02/20/25

END OF SUBSTANTIAL INTEREST DETERMINATION

Exhibit “6”

1 **McDONALD LAW OFFICE, LLC**
2 173 Aspinall Avenue, Suite 207A
3 Hagatna, Guam 96910
4 Telephone: (671) 588-8866
Facsimile: 671-472-9616
Email: guam@mcdonald.law

5 Attorneys for Purchasing Agency
6 *Guam Visitors Bureau*

**BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEAL.**

IN THE APPEAL OF

Appeal No. OPA-PA-25-002

GLIMPSES OF GUAM, INC.

**AGENCY SUBMISSION OF
PROCUREMENT RECORD**

12 Appellant.

COMES NOW, Appellee, GUAM VISITORS BUREAU (“GVB”) by and through its legal counsel, McDonald Law Office, LLC by Charles H. McDonald II and submits the procurement record pursuant to 2 GAR, Div. 4 § 12104(c)(3).

DATED this 21st day of March, 2025.

McDONALD LAW OFFICE, LLC
Attorneys for Purchasing Agency
Guam Visitors Bureau

By:

Charles H. McDonald II

GERMAN LAW FIRM
ANTONIO S. LIMA

MAR 21 2025

Time Received: 4:06 pm
Received By: Op.

Exhibit "7"



BERMAN LAW FIRM
Attorneys at Law

MAR 24 2025

Time Received: 10:37 am
Received By: *Time*

LETTER OF TRANSMITTAL

DATE: March 21, 2025

ATTENTION: Mr. Daniel J. Berman, Esq. CONTACT NO.: 671-477-2778

COMPANY: Berman Law Firm

PHYSICAL ADDRESS: 111 Chalan Santo Papa, Hagåtña, Guam 96910

REGARDING: Decision Denying Protest for GVB RFP No. 2025-002

DESCRIPTION OF ITEMS TRANSMITTED HEREWITH:

Quantity	DATE	DESCRIPTION
1	March 21, 2025	• Decision Denying Protest for GVB RFP No. 2025-002

THESE ITEMS ARE TRANSMITTED (as checked below):

<input type="checkbox"/> For Approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit	Copies for Approval
<input type="checkbox"/> For Your Use	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit	1 Copies for Distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned for Corrections	<input type="checkbox"/> Return	Corrected

REMARKS

None.

Received
By:

Sign Name Here

Sent
By:

Regine Biscoe Lee

Regine Biscoe Lee

Date:
Time:

Print Name Here

President & CEO
Guam Visitors Bureau



If enclosures are not as noted, please notify us immediately.

MAR 24 2025

Time Received:
Received By:

1037AM
TME

1 BEFORE THE GUAM VISITORS BUREAU
2

3 IN THE PROTEST OF

4 GVB RFP NO. 2025-002

5 GLIMPSSES OF GUAM, INC.

6 DECISION DENYING PROTEST

7 Protestant.

8 This is the Guam Visitors Bureau's Decision Denying Glimpses of Guam Inc.'s Protest
9 of Method, Solicitation and Award ("Glimpses Protest"). The facts and bases for GVB's
decision denying Glimpses' Protest follow:

10 1. Guam faces significant challenges in its recovery from slack tourism sector performance
11 after the Covid pandemic. At its Oct. 24, 2024 Board Meeting, Gov. Lourdes A. Leon Guerrero
12 presented a report that showed Guam's tourism industry needed improvement and challenged
13 GVB to work with industry to turn tourism around before it was too late. At its Nov. 7, 2024
14 Board Meeting, GVB forecasted FY2025 to attain to only 55.6% of pre-Covid arrivals.

15 2. Glimpses was awarded a contract by GVB for RFP 2021-003 for Project Support
16 Services (the "PSS RFP") on Nov. 29, 2023. The PSS RFP centered on the Bureau's tourism
17 focus during the Covid pandemic through education of residents on health and safety measures,
18 providing information to source markets on Guam's health and safety measures, and education of
19 the general public on the benefits of tourism. The PSS Contract was terminated for convenience
20 on December 26, 2024.

21 3. On December 27, 2024, GVB issued RFP 2025-002 for Integrated Communications,
22 Advertising and Event Support Services (the "ICAESS RFP"). The ICAESS RFP was
23 specifically intended to allow Guam to pivot from pandemic-era market conditions to adapt and
24 evolve to meet the industry's post-Covid challenges. Differing markedly with the PSS RFP, the
25 ICAESS RFP's focus is CHamoru culture, and centers on tourism development through events,
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1
2 GVB RFP 2025-002
3 DECISION DENYING PROTEST

4 strategic brand positioning, involvement of local communities to build pride and ensure events
5 align, and digital marketing and storytelling to increase Guam's digital footprint and showcase
6 Guam's culture.

7 4. Beginning on Dec. 27, 2025, several prospective bidders for the ICAESS RFP requested
8 copies of the RFP. Glimpses obtained the ICAESS RFP packet on Jan. 3, 2025 and, accordingly,
9 had knowledge of its contents on that date.

10 5. Two amendments were made to the ICAESS RFP. The deadline for submission of
11 questions for clarification of the ICAESS RFP was Jan. 2, 2025. Only Ruder Integrated
12 Marketing Strategies ("RIMS") and Big Fish Creative, Inc. ("Big Fish") timely submitted
13 questions to GVB, which GVB answered. Galaide Group. LLC ("Galaide") submitted questions
14 after the end of the business day deadline which GVB did not answer. Glimpses submitted no
15 questions.

16 6. With the second amendment, bid submissions for the ICAESS RFP were made due Jan.
17 17, 2025. Responses of note; Big Fish and RIMS partnered and submitted their proposal as
18 coming from the Manhita Group, a formal partnership, formed to respond to the ICAESS RFP,
19 while Galaide and Glimpses submitted their own individual proposals as did the Greenlight Group
20 ("Greenlight").

21 7. Bids responding to the ICAESS RFP were opened on Jan. 17, 2025, with Galaide,
22 Glimpses, RIMS and Greenlight's submissions being evaluated by GVB's Director of Destination
23 Development, Director of Global Marketing, and Senior Destination Specialist. These evaluators
24 ranked the submissions and scored them as follows: First – Manhita, 271; Second – Galaide, 261;
25 Third – Glimpses, 220; Fourth – Greenlight. 215.

GVB RFP 2025-002
DECISION DENYING PROTEST

1 8. GVB notified all bidders of its intent to award the ICAESS contract to RIMS on Jan. 21,
2 2025.

3 9. On Jan. 27, 2025, Glimpses FOIA'd the ICAESS RFP procurement record and was given
4 access to it on Jan. 31, 2025.

5 10. On Feb. 4, 2025, Glimpses protested GVB's method, solicitation or award of the ICAESS
6 RFP stating the grounds that follow below.

7 11. A determination was made by GVB on Feb. 19, 2025, and on Feb. 20, 2025, the
8 designated Deputy Attorney General concurred that, award of the contract for the ICAESS RFP
9 without delay was necessary to protect the substantial interest of Guam.

10 12. GVB notified Glimpses on Feb. 24, 2025 that award of the contract for the ICAESS RFP
11 was necessary without delay to protect the substantial interest of Guam.

12 13. Glimpses failed to appeal GVB's determination of substantial interest in accordance with
13 5 GCA § 5425 (g).

14 14. GVB executed the ICAESS contract with RIMS on Mar. 4, 2025.

15 15. Glimpses' main complaint in its Protest is that RIMS/Manhita was a lesser qualified
16 bidder. Three evaluators analyzed bid submissions and found that RIMS' submission was
17 responsive and superior to Galaide's submission, which was ranked second, and superior to
18 Glimpses' submission as well. Driven by business necessity arising from industry conditions and
19 the Governor's imploring action to turn the industry around; these evaluators' scores took account
20 of the competing bidders' qualifications and experience, demonstrated capability and capacity to
21 respond, quality and responsiveness, plan of performance – approach and strategy and gave
22 objective evaluations. Glimpses' Protest failed to provide reasoning or evidence to suggest that
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1 the evaluators' scoring was deficient on any of the stated criteria. Comparison of submissions
2 shows that the RIMS/Manhita submission was to consist of the combined efforts of RIMS as the
3 lead agency, Big Fish, the creative strategist, and Skift, a global tourism strategy firm engaged by
4 RIMS and Big Fish to provide additional support. Manhita's presentation was visually appealing,
5 in-depth, comprehensive and responsive to GVB's solicitation. Manhita's submission more
6 favorably meets the intent behind the ICAESS RFP and GVB's needs. There is sufficient basis,
7 therefore, to decide that RIMS's submission was superior by 10 points to Galaide and 51 points to
8 Glimpses. Protest on this basis is denied.
9

10 16. Glimpses next Protest basis was that, despite the PSS contract being renewed in
11 Sep. 2024, and there being no indication of unsatisfactory work associated with that procurement,
12 the scoring was unfairly biased in favor of Manhita. Glimpses appears substantively to be
13 protesting a contract controversy involving the PSS RFP under 5 GCA § 5427 and not the
14 method, solicitation, or award of the ICAESS RFP under 5 GCA § 5425. Also, Glimpses'
15 reasoning fails to account for the intent for the ICAESS RFP, only relying on the design of the
16 PSS RFP, which is insufficient for GVB's and the tourism industry's present business reality.
17 Furthermore, each of the evaluators affirmed they had no conflicts regarding their participation in
18 the evaluation of the ICAESS RFP bid submissions. Based on the foregoing reasons, Glimpses
19 Protest this basis is denied.
20

21 17. Glimpses' next Protest basis was that it was asked to create a hypothetical scenario with
22 very little guidance on budget, expected performance outcomes, or relevant criteria for judgment.
23 All other bidders were allowed access to the solicitation packet as early as Dec. 27, 2024 and can
24 be charged with knowledge of the contents of the ICAESS RFP on that date. Glimpses obtained a
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2 GVB RFP 2025-002
3 DECISION DENYING PROTEST

4
5 copy of the solicitation packet on Jan. 3, 2025 and had actual knowledge what a responsive bid
6 would entail from that date. Its Feb. 4, 2025 protest on this specific point was untimely.
7 Nevertheless, it is clear that all bidders obtained information sufficient to complete and submit
8 their responses, with Manhita and Galaide having enough understanding of what was required for
9 bidders' submissions. As to Glimpses' contention that it had little guidance to create a
10 hypothetical scenario; to the extent that may be true—which can be doubted because Manhita and
11 Galaide had superior responses—it bears responsibility for failure to timely ask for clarification
12 regarding the requirements of the ICAESS RFP or to seek another accommodation so that it could
13 address any issues it perceived with the procurement. For the foregoing reasons, this basis of
14 Glimpses' Protest is denied.

15 18. GVB having decided against each basis of Glimpses Protest, denies the protest for the
16 reasons stated herein.

17 Dated this 21st day of March 2025 by:

18
19 
20 GERALD S. A. PEREZ
21 for DEPUTY GENERAL MANAGER
22 GUAM VISITORS BUREAU
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Exhibit "8"

ARTICLES OF ORGANIZATION
OF
MANHITA GUAM, LLC

AUG 8 2012

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, desiring to become a limited liability company under and in accordance with the laws of Guam, and to obtain the benefits conferred by said laws upon limited liability companies, do hereby mutually agree upon and enter into the following Articles of Organization.

ARTICLE ONE

The name of the limited liability company shall be:

MANHITA GUAM, LLC

ARTICLE TWO

The limited liability company may carry on any lawful business whatsoever. Without limiting the foregoing, the limited liability company's primary purpose is:

To engage in the business of establishing, maintaining, and operating coin-operated, self-service, laundry and dry cleaning facilities in all of its phases, including, without being limited to, the buying, selling, leasing, renting, maintaining, using, operating, installing, and distributing of all materials, equipment, and personal property appurtenant or incident to and useful in laundering and dry cleaning businesses, together with the rights incident to establishing and maintain such equipment on public or private property; and to purchase, own, hold, convey, and otherwise use and enjoy real and personal property of all kinds for the operation of the business, and to acquire, construct, maintain, and operate buildings and equipment deemed necessary or convenient in connection with the business.

To act as financial, commercial, or general consultant, agent or representative of any corporation, association, firm, syndicate, or individual, and as such to develop, improve, and extend the property, trade, and business interests of those individuals or organizations. To acquire, preserve, and coordinate information on markets, developing potentials, opportunities, resources, businesses, industries and their needs, and to provide facilities for trade and the exchange of products, services, ideas, and statistical business information between companies and individuals in and between communities and trade centers throughout Guam, and other states and nations, when and as authorized by law.

The limited liability company shall have as its additional purposes:

(a) Import-Export. To export from and import into Guam, and from and into any and all foreign countries, as principal or agent, wholesaler, retailer, or agent for

ARTICLES OF INCORPORATION
OF
MANHITA CORPORATION
TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:

Preamble

KNOW YE, that we, the undersigned, desiring to become incorporated as a corporation under and in accordance with the laws of Guam, and to obtain the benefits conferred by said laws upon corporations, do hereby mutually agree upon and enter into the following articles of incorporation.

ARTICLE 1

CORPORATE NAME

§1.1. *Name.* The name of the corporation (the "Corporation") shall be:

"MANHITA CORPORATION"

ARTICLE 2

PRINCIPAL OFFICE

§2.1. *Principal office.* The place of the principal office of the Corporation shall be in the municipality of Agaña, Guam, and there may be such subordinate or branch offices in such place or places within or without Guam as may be deemed necessary or requisite by the board of directors to transact the business of the Corporation, such branch or subordinate offices to be held in the charge of such person or persons as may be appointed by the board of directors.

ARTICLE 3

PURPOSES AND POWERS

§3.1. *Purposes.* This Corporation is formed for the principal purpose of engaging in the operating of a bar and restaurant, retail and wholesale, and related enterprises within Guam, the Commonwealth of the Northern Mariana Islands, the Federated States of Micronesia, the Republic of Belau, the Republic of the Marshall Islands, the U.S. Trust Territory of the Pacific Islands, any other territory or state of the United States, or elsewhere in the world, and to that end:

Exhibit “13”



**INDEPENDENT AND PROFESSIONAL
SERVICES CONTRACT**

**INTEGRATED COMMUNICATIONS,
ADVERTISING AND EVENT SUPPORT SERVICES**

Guam Visitors Bureau
and
Ruder Integrated Marketing Strategies, Inc. (RIMS)



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AGREEMENT

This Independent Professional Services Agreement for **VISITOR EXIT SURVEYS**, (the "Contract") is made and entered into by the **GUAM VISITORS BUREAU**, 401 Pale San Vitores Road, Tumon, Guam 96913, a public, non-stock corporation ("GVB") and **RUDER INTEGRATED MARKETING STRATEGIES, INC.** ("RIMS"), 674 Harmon Loop Road, Suite 207, Dededo, GU 96929 ("Contractor").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, GVB and Contractor agree as follows:

ARTICLE 1 THE CONTRACT AND THE CONTRACT DOCUMENTS

Wherever used in this instrument or in the other contract documents, and whether singular or plural, the following terms shall have the meanings indicated:

Change Order – A written order to the Contractor signed by GVB, issued after execution of the agreement authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or the contract time.

Contract – This agreement and all contract documents.

Contract Documents – GVB's Request for Proposal (RFP) GVB RFP 2025-002 INTEGRATED COMMUNICATIONS, ADVERTISING AND EVENT SUPPORT SERVICES and the Contractor's Proposal submitted to GVB on January 17, 2025 and any or all other Documents prepared by Contractor and approved by GVB in accordance with this Contract, along with any special provisions added thereto with the consent of GVB, the agreement, the bonds, the notice of award, specifications, drawings, shop drawings, design schedules, detailed design, and modifications.

Contract Price – The total amount in U. S. dollar currency payable to Contractor as stated in the contract documents.

Contract Time – The number of calendar days stated in the agreement for the completion of the work associated with a specified event authorized by GVB under the contract documents.

Contractor – Ruder Integrated Marketing Strategies, Inc. ("RIMS"), ("Contractor")

Modification – A mutually agreed upon Change of the contract documents.

Project – The specified event or project to be performed as provided in the contract documents.

Subcontractor – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

Task Order – A written order to the Contractor signed by both parties upon mutual agreement for a specific task requested by GVB, which will be acknowledged by the Contractor in writing, to include the scope of work, deliverables, timeline and agreed compensation.

ARTICLE 2 **DURATION OF CONTRACT**

2.0. This contract shall continue in effect for Fiscal Year 2025 from the date of the Notice to Proceed through September 30, 2025; the initial contract term. Thereafter, it may be renewed annually not to exceed three (3) total years, subject to availability of funds each fiscal year and upon mutual agreement of the parties.

2.1. Each renewal option provided for in this contract shall be subject to and based on the Contractor's receipt of a satisfactory performance evaluation from GVB at the end of each fiscal year period. The contractual obligations of GVB and the Contractor for the initial contract term and for each renewal fiscal period succeeding the first shall be subject to the appropriation and availability of funds.

2.2. Contractor understands and agrees that if the Government of Guam fails to appropriate funds, or if funds are not otherwise made available for continued performance of this Agreement for any year succeeding the initial contract term, this Agreement shall be canceled automatically as of the end of the term preceding a year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either GVB's rights or the Contractor's rights under any termination clause in this Agreement. GVB shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal year beyond the first fiscal year.

ARTICLE 3 **CONTRACTOR'S REPRESENTATIONS**

3.0. As represented in executed affidavits submitted with the Contractor's proposal in response to GVB RFP 2025-002 and the conclusion of best and final offer negotiations between the Contractor and GVB, the Contractor is professionally qualified and licensed to act as the contractor for the Scope of Work and Services as solicited in GVB RFP 2025-002 and is, and will remain, licensed to perform the project under Guam law.

3.1. Contractor has the expertise, experience, and knowledge as well as the necessary personnel and financial capability to perform the Scope of Work and Services in accordance with the terms of this Contract and GVB RFP 2025-002.

3.2. Contractor assumes full responsibility for the acts and omissions of its contractors, sub-contractors or others employed or retained by Contractor in connection with the offered Scope of Work and Services of GVB RFP 2025-002.

ARTICLE 4 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Duties of the contractor include but are not limited to the Scope of Work and Services as agreed by the parties and outlined in Appendix A.

ARTICLE 5 COMPENSATION

GVB and the Contractor have agreed on the following compensation for the initial term of this contract. GVB shall pay the Contractor the sum of SIX THOUSAND DOLLARS (USD\$6,000.00) in retainer fees each month beginning on the effective date of this contract through September 30, 2025 upon receipt of a GVB approved invoice. Invoices submitted for completed work are subject to Article 9 of this contract and is subject to the availability of funds each fiscal year.

GVB shall assign related work as Task Orders which shall be supported by the Contractor's proposal and fee schedule as agreed to in negotiations and contained in Appendix B. Task Orders for specific projects pre-approved by GVB may be reimbursed as out-of-pocket expenses not to exceed THREE HUNDRED THOUSAND DOLLARS (USD \$300,000.00) in total for FY2025, upon receipt of an approved GVB invoice subject to the availability of funds.

Compensation levels may be adjusted at GVB's sole discretion upon written determination and approval by GVB management that an increase in scope of services and corresponding compensation is necessary to support GVB's mission and operations given market conditions and availability of funds for the duration of this contract.

ARTICLE 6 CONTRACTOR'S TIME OF PERFORMANCE

6.1. Time is of the essence of this contract, but the time for any act required to be done may be extended by the GVB. Contractor's delivery of initiatives and measurable outcomes will be determined in accordance with an agreed upon fiscal year plan and budget for the initiatives and milestones to be achieved for the support and development of this project.

6.2. Order to Stop Work. The GVB may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the GVB shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the "Termination for Default Clause or the "Termination for Convenience Clause of this contract.

6.3. Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

6.4. Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

6.5. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

ARTICLE 7

ASSIGNMENT AND SUBCONTRACTING

Contractor will not assign this contract, or subcontract performance under this contract, in whole or in part without the prior written consent of GVB in each instance. The consent by GVB to any assignment or subcontracting shall not constitute a waiver of the necessity for consent to any subsequent assignment. This prohibition against any assignment shall be construed to include a prohibition against any assignment by operation of law. Notwithstanding any assignment,

Contractor shall remain fully liable on this contract and shall not be released from performing any of the terms, covenants, and conditions of this contract.

ARTICLE 8 INDEMNIFICATION

GVB shall not be responsible nor held liable for any injury, damage or loss to persons or property resulting from Contractor's performance or non-performance of its duties and service under this Agreement. Contractor shall indemnify, hold harmless and defend GVB against any and all losses, liabilities, claims, actions, suits or complaints resulting from Contractor's performance or non-performance under this Agreement. If GVB is forced to defend itself based upon the actions or inaction of Contractor, then Contractor must pay GVB's attorney's fees and costs arising out of the action.

ARTICLE 9 GVB'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

9.0. Payment terms: Payment for goods and/or services will be made in monthly installments and tied to satisfactory progress of assigned tasks. Payment is due 30 days from receipt of a GVB approved invoice. In addition to payment, GVB shall undertake to perform the following:

9.0.1. Provide Project Information: GVB shall provide Contractor with information regarding GVB's requirements for the project including any desired or required design schedule.

9.0.2. Review of Documents: GVB shall review any documents submitted by Contractor requiring GVB's decision, and shall render any required decisions pertaining thereto.

9.0.3. Provide Notice of Defects: In the event GVB knows of any material fault or defect in the work, nonconformance with the Contract, or of any errors, omissions or inconsistencies, then GVB shall give prompt notice thereof in writing to Contractor.

9.0.4. Cooperation to Secure Permits, Licenses, Approvals, and Authorizations: GVB shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the project.

9.0.5. Timely Performance: GVB shall perform the duties set forth in this Article in a reasonably expeditious fashion so as to permit the orderly and timely progress of Contractor's Services and of the work.

9.1. Delay or Forbearance Not Waiver: GVB's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

ARTICLE 10 CHANGES AND EXTENSIONS OF TIME

10.0. Change Order. By a written order, at any time, and without notice to surety, the GVB may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
- (b) method of shipment or packing; or
- (c) place of delivery.

10.1. Adjustments of Price or Time for Performance. If any such change order increases or decreases the Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

10.2. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (10.0.) (Change Order) of this clause, unless such period is extended by the GVB in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.

10.3. Claims Barred After Final Payment. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

10.4. Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, Claims Based on GVB's Actions or Omissions, Notice of Claim Clause, or for breach of contract.

ARTICLE 11 **MODIFICATION DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

11.0. GVB shall have the power to make changes in the Agreement as a result of changes in law and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.

11.1. GVB shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

11.2. In the event of any future change in federal or Guam laws or GVB materially alters the obligations of the Contractor, or the benefits to GVB are altered, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, the Contractor 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 Contractor 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.

ARTICLE 12

CLAIMS BASED ON GVB'S ACTS OR OMISSIONS

12.0. Notice of Claim. If any action or omission on the part of the GVB requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions of GVB, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Contractor shall have given written notice to the GVB:

- (i) prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission;
- (ii) within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the work; or
- (iii) within such further time as may be allowed by the GVB in writing.

This notice shall state that the Contractor regards the act or omission as a reason, which may entitle the Contractor to additional compensation, damages, or an extension of time. The GVB, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GVB

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(c) the contractor maintains and, upon request, makes available to the GVB within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

12.1. Limitations of Clause. Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders, which are clearly not within the scope of the contract.

12.2. Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

ARTICLE 13 **TERMINATION**

13.0. Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the GVB may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the GVB, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the GVB may procure similar supplies or services in a manner and upon terms deemed appropriate by the GVB. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

13.0.1. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the GVB, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the territory has an interest.

13.0.2. Compensation. Payment for completed supplies delivered and accepted by the GVB shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the GVB; if the parties fail to agree, the GVB shall set an amount subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The GVB may withhold from amounts due the Contractor such sums as the GVB deems to be necessary to protect the GVB against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

13.0.3. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the GVB within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a

sub-contractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the GVB shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GVB under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "sub-contractor" means sub-contractor at any tier.)

13.0.4. Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the GVB, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

13.0.5. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

13.1. Termination for Convenience. The GVB may, when the interest of the GVB so require, terminate this contract in whole or in part, for the convenience of the GVB. The GVB shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

13.1.1. Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The GVB may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the territory. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

13.1.2. Right to Supplies. The GVB may require the Contractor to transfer title and deliver to the territory in the manner and to the extent directed by the GVB:

- (1) any completed supplies; and

(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights(hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the GVB, protect and preserve property in the possession of the Contractor in which the GVB has an interest. If the GVB does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this§6101(10)(d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

13.1.3. Compensation.

(1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the GVB may pay the Contractor, if at all, an amount set in accordance with Subparagraph (3) of this Paragraph.

(2) The GVB and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GVB, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (2) of this Paragraph, the GVB shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;
- (iv) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the

amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

ARTICLE 14 PRICE ADJUSTMENT

14.0. Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the parties may mutually agree; or
- (v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

14.1. Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

ARTICLE 15 OWNERSHIP OF DOCUMENTS

Documents Considered GVB's Property: The Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by Contractor for the project, shall immediately become and be the sole property of GVB. Any documents furnished by GVB shall remain the property of GVB. Contractor may be permitted to retain copies of the Contract Documents and any documents furnished by GVB for its records with approval in writing of GVB; provided, however, that in no event shall Contractor use, or permit to be used, any portion or all of such documents on other projects without GVB's prior written authorization.

ARTICLE 16 CONFIDENTIALITY

16.0. Information. Unless otherwise prohibited by law, the parties shall not disclose any documents, materials or information, whether verbal, written, recorded magnetic media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this

contract. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the parties to safeguard the confidentiality of the Information in conformance with any applicable statute and regulation.

16.1. The parties shall keep copies of the Information for so long as requested and the provisions of this section shall remain in effect as long as the parties agree. All of the information shall be returned promptly after use and all copies or derivations of the Information shall be physically and all copies or derivations of the information shall be physically and/or electronically destroyed. The parties shall include a letter attesting to the complete return of information and documenting the destruction of copies and derivations with the returned Information.

16.2. The Contractor shall not enter into any agreements or discussions with a third party concerning such Information without the prior written consent of GVB, except if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement. GVB will not provide information concerning the Contractor without Contractor's prior written consent.

16.3. It is specifically provided that the limitations contained in this Paragraph "a" shall not apply (i) to the extent required by applicable law, (ii) to the extent that any information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective court order, issued by a court of competent jurisdiction.

ARTICLE 17 NONDISCRIMINATION

As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended.

ARTICLE 18 DISPUTES

18.0. All controversies between the GVB and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the GVB in

writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

18.1. The GVB shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

18.2. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision in the Office of Public Accountability. It is understood that disputes concerning money owed to Contractor by the GVB are to be resolved pursuant to the Government Claims Act.

18.3. The Contractor shall comply with any decision of the GVB and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the contract by the GVB; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the GVB has made a written determination that continuation of work under the Agreement is essential to the public health and safety.

ARTICLE 19 REMEDIES

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

ARTICLE 20 REQUIRED CLAUSES

20.0. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, GVB shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

20.1. Warranty against Employment of Sex Offenders (Public Law 28-98:2). Contractor warrants that no person providing services on behalf of 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. If any person providing services on behalf of 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 immediately be removed from working at said agency and the Authority be informed of such within twenty-four (24) hours of such conviction.

20.2. Representation Regarding Gratuities and Kickbacks. Contractor 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.

20.3. Representation Regarding Ethical Standards for Government and former Government Employees. 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.

ARTICLE 21 **MISCELLANEOUS PROVISIONS**

21.0. Governing Law; Venue: This Contract shall be governed by and construed in accordance with the laws of Guam.

21.1. Successors and Assigns: This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

21.2. Notices: Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing herein but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

21.3. Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

21.4. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

21.5. Captions: The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

21.6. Entire Agreement; No Oral Modifications: This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties. If the amendments or modifications materially alter the obligations of the parties under the Agreement, the parties shall be entitled to an adjustment in the rates and charges established under the Agreement.

21.7. Independent Agent. For purposes of the Government Claims act and otherwise, Contractor, its officers and employees, assigns, subcontractors and agents shall not be considered an agent of the GVB with respect to any act performed by it with respect to this contract. There shall be no employee benefits provided under this contract neither shall there be vacation or sick leave, participation in the Government of Guam retirement system, insurance coverage or bonding, use of government vehicles, or receipt of any other benefits accorded to Government of Guam employees as a result of this Agreement and there shall be no withholding of taxes by GVB.

21.8 Foreign Corrupt Practices Act. As a condition of the contract, contractor will agree to abide by the Foreign Corrupt Practices Act (FCPA), specifically, the anti-bribery provisions of the FCPA, which prohibit the willful use of the mails or any means of instrumentality of interstate commerce corruptly in furtherance of any officer, payment, promise to pay, or authorization of the payment of money or anything of value to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a foreign official to influence the foreign official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person.

21.9. Force Majeure; Acts of God. Except as otherwise provided herein, the Parties agree that neither shall be liable for damages for failure to furnish or a delay in furnishing any service under this agreement, when such failure or delay is caused in whole or in part, by war, insurrection, civil disturbance, riots, acts of God, governmental action, alterations, strikes, lockouts, or picketing (whether legal or illegal), inability to obtain electricity, fuel, or supplies, accidents, casualties, or any other act or cause beyond the reasonable control of a Party. In which case, any such failure or delay in furnishing any service shall be without any liability.

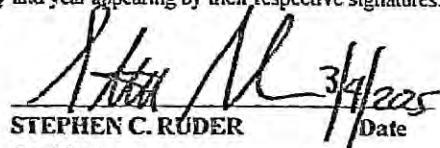
IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year appearing by their respective signatures.



3/4/25

GERALD S.A. PEREZ
Acting President and CEO
Guam Visitors Bureau
401 Pale San Vitores Road,
Tumon, Guam 96913

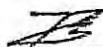
Date



3/4/25

STEPHEN C. RUDER
President
Ruder Integrated Marketing Strategies, Inc.
674 Harmon Loop Road, Suite 207
Dededo, Guam 96929

Certification is subject to availability of funds for FY2025 pursuant to Public Law 37-125.



3/4/25

RUDD E. GUDMALIN
CFO/Controller

Date

APPENDIX A

APPENDIX A: SCOPE OF WORK AS AGREED BY GVB & RIMS

SCOPE OF WORK

This initiative emphasizes fostering deep community engagement, preserving Guam's heritage, and promoting sustainable growth in line with the island's core values and environmental stewardship. GVB needs a business equipped with expertise, creativity, and commitment to deliver transformative results to join us in positioning Guam as a world-class destination that resonates with global audiences while honoring its unique essence.

Communications & Advertising Scope of Work

1. Provide full agency services, including marketing and communications consultation and planning, public relations, communications expertise, creative development, account management, production management, event management, media planning, procurement and analysis, stakeholder communications and execution of projects.
2. Develop an overall strategy for advertising and promotions communicating GVB's core message. The Agency should provide imaginative ideas and recommendations to assist GVB.
3. Develop marketing tactics to include industry and community buy-in for Guam's recovery strategies.
4. Provide strategic input, creative development, account management, media planning and buying and program implementation on all media campaigns.
5. Provide strategic counsel around the integration and development of current and potential marketing channels (including, but not limited to, on-site, publications, marketing collateral materials, events, on-line, (SNS) social networking services e.g., Instagram, Twitter, Facebook, YouTube, etc., direct mail).
6. Develop crisis communications strategy and escalation processes for acute and large-scale emergency situations. Provides strategic counsel for GVB and Guam in overcoming any potential negative perception of Guam as a safe, secure visitor destination.
7. Encompass marketing objectives with community stakeholder objectives and initiatives such as the partnerships developed with the village mayors, Guam Hotel & Restaurant Association, University of Guam, Guam Community College, Tourism Education Council, Guam Chamber of Commerce, Japan Guam Travel Association, Korea Guam Travel Association, and high school tourism clubs.

Metrics & Reporting

1. Provide a communications plan with budget projections and activities with clearly indicated Key Performance Indicators (KPIs).
2. Manage all daily activities through GVB's customer relationship management system. Draft monthly report that includes any and all success in product development, product placement, industry outreach, media and public relations, and other activities.
3. Provide weekly reports to include but not limited to work performed, contacts, media buys, trade activities, marketing campaigns, and press coverage due on the Monday of each week.
4. Provide a summary report at the end of the contract term.

5. Ensure proper and accurate representation of CHamoru culture, traditions, and arts.

Events Support Scope of Work

1. Accounting/Administration/Media
 - a. Development and management of event budget (provide GVB with regular budget/accounting updates)
 - b. Management of third-party goods and services as requested and approved by GVB
 - c. Organize and lead weekly work in progress update meetings with GVB
 - d. Produce meeting minutes/summary
 - e. Coordinate placement of all advertising
2. Event Management Services
 - a. Identify vendor and coordinate stage design and building
 - b. Coordinate lighting and stage décor, electrical requirements for the event, tents; all sound and lighting requirements and LED screen usage
 - c. Coordinate, assist and secure all event vendors (food, beverage, arts, crafts, etc.)
 - d. Secure all permits (road closure DPW, assembly, fire, etc.) needed for successful execution of event
 - e. Manage BBQ contest, recruiting participants, coordinate with MCA for criteria, judging, integration into overall event program, trophies, meat sponsor, etc.
 - f. Identify and manage vendors (set up/breakdown)
 - g. Public safety coordination (GPD/GFD) and development of traffic control plan
 - h. Develop and manage event program to include contests, participants and entertainment
 - i. Identify and hire event team to assist with logistical requirements of event
 - j. Coordinate volunteer meals
 - k. Clean-up of area post-event, removal of garbage, etc.
 - l. Secure venue
 - m. Manage admission, registration, packet pickup, etc.
3. Sponsorship Solicitation
 - a. Develop sponsorship packet
 - b. Develop sponsorship agreement
 - c. Develop and manage sponsorship program (materials coordination, tracking sheet, solicitation of sponsors, administrative support)
 - d. Manage sponsor relationships
4. Marketing, Creative, Public Relations and Social Media Service
 - a. Develop overall look and feel for event promotional materials
 - b. Provide working files to GVB for dissemination to overseas offices
 - c. Develop and produce all event promotional materials
 - d. Develop and produce advertising campaign to support awareness of event
 - e. Manage printing of all promotional/event signage materials
 - f. Coordinate event photographer/videographer
 - g. Design event shirts
 - h. Develop and manage public relations/publicity plan (press conference, press releases, media interviews, notices, event coverage)
 - i. Develop and manage social media plan (ad development and coordination, posting schedule and content development, live recordings).