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# PROCUREMENT APPEAL

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2:43  
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002

Attorneys for Appellant:  
GLIMPSES OF GUAM, INC.

## BEFORE THE OFFICE OF PUBLIC ACCOUNTABILITY

IN THE APPEAL OF  
GLIMPSES OF GUAM, INC.,  
Appellant.

NOTICE OF PROCUREMENT APPEAL  
Docket No. OPA-PA-002

To: Office of Public Accountability ("OPA")

### Appellant Information

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

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

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

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**Appeal Information**

A. Purchasing Agency: Guam Visitors Bureau

B. Procurement No.: GVB RFP 2025-002 Integrated Communications, Advertising and Event Support Service

C. Decision being appealed was made on February 24, 2025, by Gerald S.A. Perez, Acting President and CEO, which was received by undersigned counsel on February 24, 2025. A copy of said Decision (without 254 pages of exhibits) is attached hereto as Exhibit "1".

D. Appeal is made from a Decision on Protest of Method, Solicitation and Award.

E. Names of competing Bidders, Offerors, or Contractors known to Appellant: Ruders Integrated Marketing Strategies ("RIMS"); Manhita; Galaide; and, Greenlight.

**Statement Supporting the Appeal**

**1. Background**

Between January 1, 2024 and approximately December 15, 2024, Glimpses was issued and held a Contract for the GVB marketing services that was renewed for a year of services to end on September 30, 2025. See Exhibits "2" (GVB/Glimpses Contract dated November 29, 2023) and "3" (GVB Letter dated September 27, 2024 to Glimpses). On December 26, 2024, when Glimpses received notice of termination for convenience from GVB, a closing conference was held to confirm there was "no cause" for the December 2024 termination except for the convenience of GVB.

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

On January 17, 2025, Glimpses timely submitted its bid.

On January 21, 2025, GVB recommended award to RIMS. See Exhibit "4". Glimpses was notified that its bid was rejected. At the time, Glimpses was not notified why its bid was rejected. See Exhibit "4".

1 On January 27, 2025, Glimpses served its Sunshine Law and FOIA requests on  
2 GVB. See Exhibit "7", Glimpses Sunshine Law Request No. 1 (request for bid of  
3 "RIMS") dated January 27, 2025, attached. And on February 1, 2025, GVB served its  
4 Responses, but withheld and concealed any bid submission from "RIMS".

5 On February 4, 2025, Glimpses timely filed its protest with GVB. See Exhibit "5".

6 On February 24, 2025, GVB issued its decision and rejection of Glimpses' protest  
7 and "Notice of Determination of Award Without Delay". See Exhibit "1", GVB Letter  
8 dated February 24, 2025 to Glimpses (without 254 pages of exhibits), attached hereto.  
9 Therein, GVB provided explanation behind their award.

10 This procurement is for integrated advertising and marketing services. The RFP  
11 provides that "... GVB is seeking visionary businesses to play a pivotal role in  
12 establishing the island as a premier destination in the Asia Pacific region ..." See RFP,  
13 p. 9 of 40. Despite its stated intention to seek out a visionary business, GVB awarded  
14 the right to contract to a lesser qualified bidder.

15 In the evaluation, Glimpses was ranked third with 220 points and "Manhita" was  
16 ranked first<sup>1</sup> with 271 points. However, only Glimpses held a previously unblemished  
17 and solid performance on their contract previously awarded by GVB for marketing  
18 services over a term between January 1, 2024 to September 30, 2025. See Exhibit "3",  
19 Letter from GVB to Glimpses dated September 27, 2024, extending the contract.

20 But, no RFP or prior Notice to the Governor, Legislature or the public of Guam  
21 exists that converted this procurement into a state of declared public emergency so as to  
22 apparently circumvent the automatic stay on the issue of a new contract to its preferred  
23 bidder. *Id.; also*, 5 GCA § 5425(g). Glimpses is unaware of a state of public emergency  
24 caused by a suspense of advertising and marketing services for GVB to tourist markets  
25 for the purpose of the conduct of OPA review.

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27 <sup>1</sup> Glimpses cannot be sure if some form of serious typographical error exists, or if a "Manhita" or "The  
28 Manhita Group" exists, or has been improvidently or illegally replaced by GVB to now read "RIMS".

1     **2.     GVB’s Acceptance Of The RIMS Bid Violated The RFP**

2             The scope of work in the RFP 2025-002, subsections *Communications & Advertising*  
3 *Scope of Work* and *Metrics & Reporting*, were almost identical to the Contract C24025  
4 (awarded to Glimpses) that had been renewed in C25010 on September 27, 2024  
5 through September 30, 2025, only to be terminated by GVB in December 2024. *See*  
6 Exhibits “2”, GVB/Glimpses Contract November 29, 2023; *also*, Exhibit “3”, GVB Letter  
7 dated September 27, 2024. There has never been any indication of unsatisfactory work  
8 by Glimpses; and in fact, Glimpses had been praised for their quick turnaround of  
9 projects and execution of events. This RFP appears unnecessary at best and biased at  
10 worst.

11             **A.     No State of Public Emergency Exists**

12             The urgency of a public emergency to resume marketing activities, while noted,  
13 is as speculative as it is unsupported by the surprise declaration. The alleged urgency  
14 does not override the public policy necessity of procurement law for a fair procurement  
15 procedure and the valid concerns presented in the Glimpses protest. Stated another  
16 way, the last-minute conversion of this procurement into a sole source emergency  
17 contract is not warranted, nor does it explain how and why GVB management and  
18 employees cannot perform any or some of the marketing and advertising actions  
19 without the bidder RIMS. Any bona fide public emergency would have been stated in  
20 the RFP and up front.

21             **B.     No Objective Evaluation**

22             Inside the GVB evaluation scoresheet, the Glimpses proposal received a  
23 noticeably low score from Evaluator B, particularly under *Qualifications and Experience*.  
24 But, as an objective measure, having Glimpses’ contract admittedly renewed as recently  
25 as September 27, 2024 for a one year period, demonstrates that Glimpses’ work and  
26 qualifications more than met the needs of GVB. This scoring can only be explained  
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1 through an unfair, biased approach that is contrary to objective criteria, if such were in  
2 place.

3 Moreover, the evaluation score sheet of GVB shows that “Manhita” or “The  
4 Manhita Group” had the highest score of 271 and was ranked no. 1. See GVB award to  
5 RIMS (Evaluation of Proposals), Exhibit “4”. But, RIMS is not even mentioned on the  
6 Evaluation of Proposals. “Manhita” is first, and remains an unknown bidder to the  
7 present, and apparently was denied an award despite receipt of the highest score.<sup>2</sup>

8 GVB’s evaluation table provides four (4) factors for review and satisfaction. The  
9 first three (3) are “qualifications and experience” for 150 points; “demonstrated  
10 capability and capacity to respond” for 15 points; and, “quality and responsiveness” for  
11 15 points. Given that it is undisputed that Glimpses performed the same contract in  
12 2023-2024 without blemish or any kind of deficiency, Glimpses could not have received  
13 less than the maximum points in these three (3) of four (4) categories nor be ranked  
14 below that of the top 2 finishers. See Exhibits “2” to “6”, attached. In contrast, RIMS  
15 had no prior experience in performing these contract services. More, the demonstration  
16 of “capability and capacity” could only be top rank, given the unqualified success of  
17 Glimpses on its November 29, 2023 contract. The Glimpses quality and responsiveness  
18 had to be given a maximum score of 15 based upon the record. The total for Glimpses  
19 should have been 180 just for these three (3) categories.

20 Glimpses could find no material or qualitative differences in the fourth category  
21 “D. Plan of Performance - Approach and Strategy” between the bids of Glimpses and  
22 Manhita because the Manhita or “RIMS” bid was not produced pursuant to Sunshine  
23 Law request No. 1. As a consequence, Glimpses requests a *de novo* review and neutral  
24 and objective re-evaluation of the submitted bids.

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28 <sup>2</sup> *Supra* at footnote 1.

1     **3.     GVB Failure and Refusal to Notify Glimpses of Right to Review and Appeal**

2             GVB's notice of rejection to Glimpses failed or refused to give notice that the  
3 aggrieved bidder Glimpses has the legal right to an appeal to the OPA or the Court.  
4 5 GCA § 5425(c)(3); *Compare* Exhibit "1", GVB Notice of rejection dated February 24,  
5 2025. Failure to give notice of the right to appeal is a violation of procurement law. The  
6 Public Auditor's power to review agency protest action is *de novo*. 5 GCA § 5703.

7  
8     **4.     A Crucial Portion Of The Specifications Are Ambiguous And Unfair And The**  
9             **Procurement Must Be Rebid**

10            The Glimpses proposal was given a low score on the *Plan of Performance –*  
11 *Approach and Strategy* which asked to create a hypothetical scenario with very little or no  
12 guidance on budget, expected performance outcome(s) or relevant criteria for  
13 judgment.<sup>3</sup> Glimpses does not believe that this category is a valid basis for evaluation of  
14 capabilities.

15            Guam procurement law provides in relevant part at 5 GCA § 5211(e) that:

16                     ... Bids shall be evaluated based on requirements set forth in  
17 the invitation for Bids, which may include criteria to  
18 determine acceptability such as inspection, testing, quality,  
19 workmanship, delivery and suitability for a particular  
20 purpose. Those criteria that will affect the bid price and be  
21 considered in evaluation for award shall be objectively  
22 measurable, such as discounts, transportation costs, and  
23 total or life cycle costs. The Invitation for Bids shall set forth  
24 the evaluation criteria to be used. No criteria may be used in

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25     <sup>3</sup> It is well settled that a municipal service contract is governed by the provisions of article 5-A of  
26 the General Municipal Law, which are designed "with the dual purposes of fostering honest  
27 competition and also to guard against favoritism, improvidence, extravagance, fraud and  
28 corruption" (*Le Cesse Bros. Contr. v. Town Bd.*, 62 AD2d 28, 31, *affd* on *opn* below 46 NY2d 960).  
To promote those purposes, a municipality is obligated, "in advance of bidding, to convey in  
precise terms to prospective bidders the exact basis on which the contract will be awarded, so  
that each such bidder will be enabled to make an intelligent evaluation and bid" (*Matter of*  
*Suffolk Roadways v. Minuse*, 19 AD2d 888, 89; see also, *Matter of Progressive Dietary*  
*Consultants of N.Y. v. Wyoming County*, 90 AD2d 214, 217). Furthermore, the municipality is  
"required to furnish specifications which state the nature of the work as definitely as practicable  
and which contain all the information necessary to enable bidders to prepare their bids" and "it  
must award the contract on the basis provided for in the specifications and determine the 'lowest  
responsible bidder' in accordance with the specifications" (*Matter of Progressive Dietary*  
*Consultants of N.Y. v. Wyoming County*, *supra*, at 217). *Browning-Ferris*, 204 A.D. 2d at 1047-  
1048 (N.Y. App. Div. 1994).

1 bid evaluation that are not set forth in the Invitation for Bids.  
(emphasis added)

2 This provision is necessary to ensure that bidders are in fact bidding in all respects on  
3 the same procurement.<sup>4</sup> This theme is repeated in Guam's procurement regulations. 2  
4 GAR § 4102(a)(1) provides in relevant part that "... Specifications shall be drafted with  
5 the objective of clearly describing the territory's requirements". 2 GAR  
6 § 3115(d)(2)(A)(ii) provides that a solicitation may be cancelled after bid opening if  
7 "... ambiguous or otherwise inadequate specifications were part of the solicitation ..."  
8 The Public Auditor has recognized that ambiguous or conflicting IFB requirements  
9 mandate that the solicitation be cancelled. See OPA Decision dated March 20, 2015, in  
10 *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-14-007. That ruling is consistent with  
11 case law on this issue.

12 In *Inferno Associates v. Division of Administration*, 692 So.2d 1280 (La. App. 1997),  
13 the state issued an IFB for construction and installation of three medical waste  
14 incinerators. Two bids were submitted. The lowest bidder failed to provide  
15 specifications for the construction. Although the IFB required that detailed construction  
16 specifications be furnished with the bid package, it did not define what was meant by  
17 "detailed construction specifications". The hearing officer determined that the IFB was  
18 ambiguous as to what information was required, and when it was required. The  
19 hearing officer ordered that the solicitation be set aside as a result of this ambiguity. On  
20 appeal, the court upheld the decision of the hearing officer, concluding that the  
21 evidence demonstrated that the specifications as written could not fairly be used to  
22 evaluate the bids. *Id.* at p. 1284. See also *Caber Systems, Inc. v. Dept. of General Services*,  
23 530 So.2d 325 (Ct. App. Fla. 1988); *Mark Dunning Industries, Inc. v. Perry*, 890 F.Supp.  
24 1504 (M.D. Ala. 1995); *Gale v. City of St. Paul*, 98 N.W.2d 377 (1959).

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27 <sup>4</sup> "No criteria may be used in bid evaluation that are not set forth in the Invitation for Bids". 5 GCA  
28 § 5211(e).

1           The point is that the solicitation for bids, and importantly the bids themselves,  
2 must be apple to apple. If the specifications are incomplete, as in the *Inferno Associates*  
3 case, this is not possible. It is respectfully submitted that the situation here is far more  
4 egregious. The problem is not only that GVB failed to specify what it wanted, and that  
5 it recommended “key goals”, but instead that the solicitation was highly misleading  
6 since the bid made by Glimpses was not prohibited for non-responsiveness. It became  
7 inevitable that a bidder who ignores GVB’s recommendation and provides for a  
8 different kind of response will be the winner. That is extremely unfair.

9           Specifically, the evaluation fourth “criteria” of GVB, worth 120 points out of 300;  
10 that is, “D. Plan of Performance – Approach and Strategy” (Exhibit “4”), was not set  
11 forth in the RFP either in those words nor in weighting (40%). See Exhibit “6”, RFP  
12 Scope of Work, “Communications & Advertising Scope of Work”, excerpt § 1.1, at pp.  
13 10-12, attached. While wordy and verbose, the RFP sub-sections 1 to 7 in § 1.1, p. 10, do  
14 not explain to the bidders the exact criteria “D” that was actually used for evaluation.  
15 *Compare and contrast*, Exhibit “6” p. 10 to Exhibit “4” Evaluation Table, attached.

16           The only fair result is that GVB be ordered to clearly decide what precisely in the  
17 RFP was sought different than the previous contract issued to Glimpses, and issue a  
18 new solicitation, so that all bidders will be bidding on the same project.

19 **5. GVB Was Required to Issue Only an Invitation for Bid**

20           The issue of an “RFP” for the operation and management of an advertising and  
21 marketing plan is not a “professional service”. Only the service of “accountants,  
22 physicians, lawyers, dentists, licensed nurses, other licensed health professionals and  
23 other professionals” are procured by a Request for Proposals. 5 GCA § 5216, 5121(a); 2  
24 GAR § 3114(a); also, *Fleet Serv. Inc. v. Dept. of Admin.*, 2006 Guam 6, ¶15.

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**Ruling Requested**

Glimpses requests that the Request for Proposal and intent to award be voided.

Alternatively, Glimpses requests that the OPA order that GVB seek independent re-evaluation of the bids submitted for this procurement. The scope of the procurement was ambiguous, and the failure of GVB to unambiguously state whether it required the same or different performance criteria from the contract issued to Glimpses in the RFP, and the resulting inevitable failure of the bidders to submit parallel bids, has subverted the purpose of this procurement and is cause to re-evaluate the bids.

Separately, the GVB evaluation is unconnected to the undisputed facts of the record; that is, the apparent top ranked bid submission of Glimpses, based on their actual performance in 3 of 4 required categories, that should have lead to an award of the contract to Glimpses.

**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 Appeal 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.

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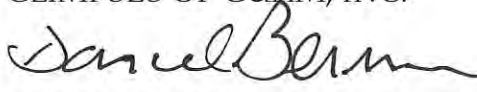
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DATED this 11 day of March, 2025.

Respectfully submitted,

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

By:   

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DANIEL J. BERMAN

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# Exhibit "1"



February 24, 2025

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BERMAN LAW FIRM  
Attorneys at Law

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.

- 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.<sup>1</sup> 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.

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<sup>1</sup> 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.<sup>2</sup> RIMS has a partnership agreement with Big Fish Creative, Inc., a branding/marketing firm, and will leverage SKIFT,<sup>3</sup> 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.

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

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




25-0067 f

By:

  
\_\_\_\_\_  
Christine Lizama  
Contracts & Procurement Administrator

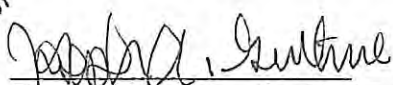
Date: 2/19/25

Concur:

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

Date: 2/19/25

Concur:

<sup>for</sup>  
  
\_\_\_\_\_  
Douglas Moylan GVB 25-0067  
Attorney General of Guam

Date: 02/20/25

END OF SUBSTANTIAL INTEREST DETERMINATION



# Exhibit “2”



C24025

Page 1 of 21  
Glimpses of Guam  
Project Support Services

# INDEPENDENT AND PROFESSIONAL SERVICES CONTRACT

## PROJECT SUPPORT SERVICES

GUAM VISITORS BUREAU  
and  
GLIMPSES OF GUAM, INC.





# INDEPENDENT AND PROFESSIONAL SERVICES CONTRACT

## PROJECT SUPPORT SERVICES

GUAM VISITORS BUREAU  
and  
GLIMPSES OF GUAM, INC.

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## AGREEMENT

This Independent Professional Services Agreement for **PROJECT SUPPORT SERVICES**, (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 **GLIMPSES OF GUAM, INC. ("Glimpses")**, ("Contractor"), 161 US Army Juan C. Fejeran Street, Barrigada Heights, Guam 96913, mutually referenced in this contract as "parties." This Agreement is executed by the parties in two originals. Each of the parties will hold one original, and the other two originals shall be equally valid.

**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) 2023-009 PROJECT SUPPORT SERVICES and the Contractor's Proposal submitted to GVB on October 19, 2023 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, cost data, and pricing data.

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 - Glimpses of Guam, Inc. ("Glimpses"), ("Contractor")

Parties - Guam Visitors Bureau and Glimpses of Guam, Inc.

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

Project - The event or project to be performed as provided in 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.

## ARTICLE 2 DURATION OF CONTRACT

2.0. This contract shall begin with the contract signing date as the start date until the end of FY2024 on September 30, 2024. Thereafter, it may be renewed annually for up to two (2) additional fiscal year periods 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 written performance evaluation from GVB management at the end of each fiscal year period and a written determination from GVB management that the professional services provided remain necessary to support GVB's mission and operations. 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 2023-009 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 2023-009 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 2023-009.

3.2. Contractor assumes full responsibility for the acts and omissions of its contractors, sub-contractors or others employed or retained by the Contractor in connection with the offered Scope of Work and Services of GVB RFP 2023-009.

## 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 the attached Appendices A, B, and performance of all other terms and conditions of this Agreement.

#### ARTICLE 5 COMPENSATION

GVB and the Contractor have agreed on the following compensation for the initial term of this contract. GVB shall pay Contractor the sum of **FOUR THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (USD \$4,750.00)** in retainer fees per month beginning on the signing date through September 30, 2024 as noted in Article 5 and 9 of the contract, including out-of-pocket reimbursable expenses not to exceed **FOUR HUNDRED THOUSAND DOLLARS (USD \$400,000.00)** in total, upon receipt of an approved GVB invoice subject to the availability of funds. All work assigned not clearly stated above shall be issued as Task Orders pre-approved by GVB.

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

6.0. Time is of the essence of this contract, but the time for any act required to be done may be extended by 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.

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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 services 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, along with the requirements as stated in the agreed Scope of Work and as provided for in the Request for Proposal, Section 3.19 Invoicing, Payment Terms and Conditions. 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:

10.0.1 Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;

10.0.2 Method of shipment or packing; or

10.0.3 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 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.O. 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.



- 13.1.3.4. 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 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.

20.4. Multi-Year Service Contract. Contractor represents that it will comply with the most recent listing of the Wage and Benefits Determination for Guam promulgated by the U.S. Department of Labor and all other requirements as set forth in 5 GCA §5801, 5802.

20.5. Contractor shall maintain its books and records for three years from the date of final payment under this contract, this provision shall be included in all subcontracts entered into by contractor with respect to the services provided herein. GVB may, at reasonable times and places, access, inspect and audit contractor's facilities, performance, services, books and records relative to cost or pricing data or any matter relative to this agreement. 5 GCA § 5241; 2 GAR, Div. 4 § 3124.

## 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 affected 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. 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.

  
11-29-23  
Date

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

  
11/28/23  
Date

MARCOS W. FONG  
Managing Director  
Glimpses of Guam, Inc.  
161 US Army Juan C Fejeran St.  
Barrigada Heights, Guam 96913

Certification is subject to availability of funds pursuant to Public Law 37-42.

  
11/29/23  
Date

RUDD E. GUDMALIN  
GVB Controller/CFO



APPENDIX A  
SCOPE OF WORK AS AGREED BY  
GVB & GLIMPSES OF GUAM, INC.

1.0 Intent

The Bureau understands that achievement of its marketing and destination development objectives can only be successful through the support of an informed and engaged populace. Successful tourism should not only benefit visitors and guests to Guam but all its local people and residents. GVB is working to build back and improve Guam's tourism industry with meaningful engagement and information sharing with all its communities and stakeholders.

To this end, GVB seeks to engage the services of a professional project support services company who will be required to:

- Engage and increase awareness of our residents on the actions being taken by the Bureau to lead recovery efforts and build back Guam's tourism industry; and
- Develop and support innovative means of communication to inform our source markets of initiatives in place and being developed to ensure a safe and diversified destination experience; and
- Enhance outreach programs and activities that increase awareness of the public on the benefits of tourism and the Bureau's core programs and messaging.

1.1 Scope of Work

- A. Provide communications, marketing, and promotions support services to the Bureau in all its core programs and special projects. This includes but not limited to creative development, account management, production management, procurement and analysis, communications and engagement with all relevant stakeholders to ensure successful execution of all programs and projects.
- B. Provide all needed support services to the Bureau with its overall strategy, ensuring alignment with Bureau's guiding principles, for advertising and all promotional activities to successfully communicate GVB's core messaging to all visitors, communities, and members of the general public.
- C. Provide program and project support to plan, develop, and implement all relevant and innovative marketing tactics to include industry and community buy in for Guam's recovery strategies.
- D. Provide strategic input and guidance, creative development, account management, planning, procurement, and all necessary support to ensure successful implementation of all media campaigns.

- E. Provide strategic support and counsel to ensure 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).
- F. Develop and provide necessary support services in crisis communications strategy and escalation processes for acute and large-scale emergency situations. Provide needed support and strategic counsel for GVB and Guam in promoting perception of Guam as a safe and secure visitor destination.
- G. Engage and incorporate stakeholder input, initiatives, and feedback with Bureau's marketing objectives and provide support to further enhance existing partnerships with the village mayors, Guam Hotel and Restaurant Association, University of Guam, Guam Community College, Tourism Education Council, Guam Chamber of Commerce, Japan Guam Travel Association, Korea Guam Travel Association, high school tourism clubs, etc.
- H. Metrics & Reporting
  - 1. Provide an indicative plan of support services through regular meetings held with Bureau, with plan of action and corresponding budgets, timelines, and clear key performance indicators (KPIs) to be confirmed by Bureau for implementation. All work assigned shall be executed by task order.
  - 2. Manage all daily activities through GVB's customer relationship management system and provide all other relevant support to the Bureau as needed. Provide draft monthly reports that include all activities in product development, product placement, industry outreach, media and public relations, and other activities which the Bureau will review for concurrence and finalization.
  - 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, for the Bureau's review and acceptance.
  - 4. Provide a draft summary report at the end of the contract term for review and acceptance by the Bureau.
  - 5. Ensure proper and accurate representation of Chamorro culture, traditions and the arts in all support and promotional services, activities, etc. rendered.



APPENDIX B

LETTER OF ACCEPTANCE BY CONTRACTOR TO TERMS AS NEGOTIATED



GlimpsesAdvertising

November 22, 2023

Gerry Perez  
Vice President  
Guam Visitors Bureau  
401 Pale San Vitores Road  
Tumon, Guam 96913

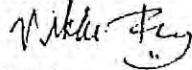
RE: GVB RFP No. 2023-009 Project Support Services

Hafa Adal Mr. Perez:

This letter is to confirm our understanding of the terms negotiated for the services in the above referenced RFP during the meeting previously held on November 16, 2023 at GVB's office. The term of this agreement shall be for the duration of this fiscal year ending on September 30, 2024. To execute the scope of work outlined in the RFP and further discussed in the meeting, Glimpses of Guam, Inc. will receive a retainer for services in the amount of \$47,500, to be invoiced monthly as \$4,750 per month from December 2023 to September 2024. Other expenses, including media, production, creative design and other services shall be billed separately with supporting documentation to be submitted monthly. We also understand the total estimated budget for this project is \$400,000 and may be adjusted as needed based on scope and need.

My team and I look forward to working with the GVB team and other stakeholders on this project. Should you have any questions on this, please feel free to reach me directly at (671) 687-8455.

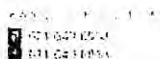
Sincerely,



Vikki Fong  
General Manager  
vfong@glimpsesofguam.com  
(671) 649-0883 ext. 115



Marcos W. Fong  
Managing Director  
managingdirector@glimpsesofguam.com  
(671) 687-9939



VISION PASSION SOLUTION

# Exhibit “3”



C25010

September 27, 2024

Marcos W. Fong  
Managing Director  
Glimpses of Guam, Inc.  
P.O. Box 3191  
Hagatna, Guam 96910

Subj: FY25 Renewal  
Re: Project Support Services

*Håfa Adai Mr. Fong:*

The Guam Visitors Bureau ("GVB") is advising you of its decision to renew the current agreement with Glimpses of Guam ("Contractor") for Project Support Services beginning October 1, 2024 through September 30, 2025, with funding to come from the FY2025 budget.


GVB shall pay the Contractor a sum not to exceed **FIFTY-SEVEN THOUSAND DOLLARS (USD \$57,000) or FOUR THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (USD \$4,750.00)** per month for services as detailed in Appendices A and B of the contract, upon receipt of a GVB approved invoice from the Contractor, and subject to the availability of funds.

GVB shall assign additional related work as Task Orders, which shall be supported by the Contractor's proposal outlining the project requirements and deliverables and shall be processed as an out-of-pocket reimbursable expense.

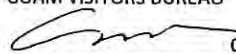
Any out-of-pocket reimbursable expense shall be compensated upon receipt of a GVB approved invoice subject to the availability of funds. The out-of-pocket reimbursable maximum shall not exceed \$400,000.00 for FY25.


Payment shall be made upon receipt of a GVB approved invoice and satisfactory delivery and acceptance of all services as specified and performed under the Agreement.

Please confirm your acceptance by signing in the space indicated below and return this letter to our office. Kindly note that unless your company information has changed, we will maintain the existing affidavits and forms on file.


  
CARL T. C. GUTIERREZ  
PRESIDENT AND CEO

IN WITNESS WHEREOF, the parties have executed this renewal:

GUAM VISITORS BUREAU  
  
09.27.2024  
CARL T. C. GUTIERREZ Date  
President and CEO

GLIMPSES OF GUAM, INC.  
  
9/30/24  
MARCOS FONG Date  
Managing Director

Certification is subject to availability of funds for FY2025 pursuant to Public Law 37-125.

  
9/30/24  
RUDD E. GUDMALIN Date  
CFO/Controller



# Exhibit “4”



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'åse'*

GERALD S.A. PEREZ  
Acting President and CEO

attachments



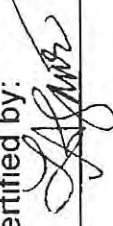
## EVALUATION OF PROPOSALS

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:




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

OFFEROR: GLIMPSES		EVALUATORS				
Maximum # of Points x 3 evaluators	Criteria	Scoring Range per evaluator	A	B	C	TOTAL
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)	1-50	40	30	44	114
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)	1-5	4	3	4	11
15	C. QUALITY AND RESPONSIVENESS (5 points)	1-5	5	5	5	15
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)	1-40	25	20	35	80
300	TOTAL SCORE:	100	74	58	88	220

Prepared by: Cy

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


OFFEROR: RIMS		EVALUATORS				
Maximum # of Points x 3 evaluators	Criteria	Scoring Range per evaluator	A	B	C	TOTAL
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)	1-50	48	40	48	136
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)	1-5	5	5	5	15
15	C. QUALITY AND RESPONSIVENESS (5 points)	1-5	4	4	5	13
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)	1-40	35	35	37	107
300	TOTAL SCORE:	100	92	84	95	271

  
Prepared by: \_\_\_\_\_



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

OFFEROR: Galaide Group		EVALUATORS				
Maximum # of Points x 3 evaluators	Criteria	Scoring Range per evaluator	A	B	C	TOTAL
150	<b>A. QUALIFICATIONS AND EXPERIENCE (50 points)</b>	1-50	45	40	47	132
15	<b>B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)</b>	1-5	4	5	4	13
15	<b>C. QUALITY AND RESPONSIVENESS (5 points)</b>	1-5	4	4	5	13
120	<b>D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)</b>	1-40	38	30	35	103
300	<b>TOTAL SCORE:</b>	100	91	79	91	261

  
 Prepared by:

# Exhibit “5”

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

7 Attorneys for Protestant:  
8 *GLIMPSES OF GUAM, INC.*



9 **BEFORE THE GUAM VISITORS BUREAU**

10 IN THE PROTEST OF  
11 GLIMPSES OF GUAM, INC.,  
12 Protestant.

GVB RFP No. 2025-002

**NOTICE OF PROCUREMENT PROTEST**

13 **To: Gerald S.A. Perez, Acting President and CEO**  
14 **Guam Visitors Bureau**

15 **Protestant Information**

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

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

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

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

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

28 Email Address: [djberman@pacificlawyers.law](mailto:djberman@pacificlawyers.law)

Daytime Contact No.: 671-477-2778

Fax No.: 671-477-4366



**COPY**

**Protest Information**

- 1
- 2 A. Purchasing Agency: Guam Visitors Bureau
- 3 B. Procurement No.: GVB RFP 2025-002 Integrated Communications,  
4 Advertising and Even Support Service
- 5 C. Decision being protested was made on January 21, 2025, by Gerald S.A.  
6 Perez, Acting President and CEO, which was received by undersigned counsel on  
7 January 22, 2025. A copy of said Decision (without exhibits) is attached hereto as  
8 Exhibit "1".
- 9 D. Protest is made from a Decision on Protest of Method, Solicitation or  
10 Award.
- 11 E. Names of competing Bidders, Offerors, or Contractors known to  
12 Protestant: Ruders Integrated Marketing Strategies ("RIMS"); Manhita; Galaide; and,  
13 Greenlight.

14 **Statement Supporting the Protest**

15 **1. Background**

16 Between January 1, 2024 and approximately December 15, 2024, Glimpses was  
17 issued and held a Contract for the GVB marketing services that was renewed for a year  
18 of services to end on September 30, 2025. *See* Exhibit "2". When Glimpses received  
19 notice of termination for convenience from GVB, a closing conference was held to  
20 confirm there was "no cause" for the December 2024 termination except for the  
21 convenience of GVB.

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

23 On January 17, 2025, Glimpses timely submitted its bid.

24 On January 21, 2025, GVB recommended award to RIMS. *See* Exhibit "1".  
25 Glimpses was notified that its bid was rejected. Glimpses was not notified why its bid  
26 was rejected. *See* Exhibit "1".

27 On February 4, 2025, Glimpses timely files its protest with GVB.

28

1           This procurement is for integrated advertising and marketing services. The RFP  
2 provides that "... GVB is seeking visionary businesses to play a pivotal role in  
3 establishing the island as a premier destination in the Asia Pacific region ..." See RFP,  
4 p. 9 of 40. Despite its stated intention to seek out a visionary business, GVB awarded  
5 the right to contract to a lesser qualified bidder.

6           In the evaluation, Glimpses was ranked third with 220 points and RIMS was  
7 ranked with 271 points. However, only Glimpses held a previously unblemished and  
8 solid performance on their contract previously awarded by GVB to Glimpses for  
9 marketing services over a term between January 1, 2024 to September 30, 2025. See  
10 Exhibit "2".

11 **2. GVB's Acceptance Of The RIMS Bid Violated The RFP**

12           The scope of work in the RFP 2025-002, subsections *Communications & Advertising*  
13 *Scope of Work* and *Metrics & Reporting*, were almost identical to the Contract C24025  
14 (awarded to Glimpses) that was subsequently renewed in C25010 to September 30,  
15 2025, and that was terminated by GVB in December 2024. There has never been any  
16 indication of unsatisfactory work by Glimpses; and in fact, Glimpses had been praised  
17 for their quick turnaround of projects and execution of events. This RFP appears  
18 unnecessary at best and biased at worst.

19           The Glimpses proposal received a noticeably low score from Evaluator B,  
20 particularly under *Qualifications and Experience*. But, as an objective measure, having  
21 Glimpses' contract renewed as recently as September 2024, demonstrates that Glimpses'  
22 work and qualifications met the needs of GVB. This scoring was unfairly biased in  
23 approach.

24           Moreover, the evaluation score sheet of GVB shows that "Manhita" had the  
25 highest score of 271 and was ranked no. 1. See Evaluation of Proposals, Exhibit "3".  
26 But, RIMS is not even mentioned on the Evaluation of Proposals.

1  
2 **3. A Crucial Portion Of The Specifications Are Ambiguous And Unfair And The**  
3 **Procurement Must Be Rebid**

4 The Glimpses proposal was given a low score on the *Plan of Performance -*  
5 *Approach and Strategy* which asked to create a hypothetical scenario with very little  
6 guidance on budget, expected performance outcome(s) or relevant criteria for  
7 judgment. We do not believe that this category is a valid basis for evaluation of  
8 capabilities.

9 Guam procurement law provides in relevant part at 5 GCA § 5211(e) that:

10 ... Bids shall be evaluated based on requirements set forth in  
11 the invitation for Bids, which may include criteria to  
12 determine acceptability such as inspection, testing, quality,  
13 workmanship, delivery and suitability for a particular  
14 purpose. Those criteria that will affect the bid price and be  
15 considered in evaluation for award shall be objectively  
16 measurable, such as discounts, transportation costs, and  
17 total or life cycle costs. The Invitation for Bids shall set forth  
18 the evaluation criteria to be used. No criteria may be used in  
19 bid evaluation that are not set forth in the Invitation for Bids.  
20 (emphasis added)

21 This provision is necessary to ensure that bidders are in fact bidding in all respects on  
22 the same procurement. This theme is repeated in Guam's procurement regulations. 2  
23 GAR § 4102(a)(1) provides in relevant part that "... Specifications shall be drafted with  
24 the objective of clearly describing the territory's requirements". 2 GAR  
25 § 3115(d)(2)(A)(ii) provides that a solicitation may be cancelled after bid opening if  
26 "... ambiguous or otherwise inadequate specifications were part of the solicitation ..."  
27 The Public Auditor has recognized that ambiguous or conflicting IFB requirements  
28 mandate that the solicitation be cancelled. See OPA Decision dated March 20, 2015, in  
29 *In the Appeal of Pacific Data Systems, Inc.*, OPA-PA-14-007. That ruling is consistent with  
30 case law on this issue.

31 In *Inferno Associates v. Division of Administration*, 692 So.2d 1280 (La. App. 1997),  
32 the state issued an IFB for construction and installation of three medical waste  
33 incinerators. Two bids were submitted. The lowest bidder failed to provide

1 specifications for the construction. Although the IFB required that detailed construction  
2 specifications be furnished with the bid package, it did not define what was meant by  
3 “detailed construction specifications”. The hearing officer determined that the IFB was  
4 ambiguous as to what information was required, and when it was required. The  
5 hearing officer ordered that the solicitation be set aside as a result of this ambiguity. On  
6 appeal, the court upheld the decision of the hearing officer, concluding that the  
7 evidence demonstrated that the specifications as written could not fairly be used to  
8 evaluate the bids. *Id.* at p. 1284. *See also Caber Systems, Inc. v. Dept. of General Services,*  
9 *530 So.2d 325 (Ct. App. Fla. 1988); Mark Dunning Industries, Inc. v. Perry, 890 F.Supp.*  
10 *1504 (M.D. Ala. 1995); Gale v. City of St. Paul, 98 N.W.2d 377 (1959).*

11 The point is that bids must be apple to apple. If the specifications are  
12 incomplete, as in the *Inferno Associates* case, this is not possible. It is respectfully  
13 submitted that the situation here is far more egregious. The problem is not that GVB  
14 failed to specify what it wanted, and that it recommended “key goals”, but instead that  
15 the solicitation was highly misleading since the bid made by Glimpses was not  
16 prohibited for non-responsiveness. It became inevitable that a bidder who ignores  
17 GVB’s recommendation and provides for a different kind of response will be the  
18 winner. That is extremely unfair.

19 The only fair result is that GVB be ordered to clearly decide what precisely in the  
20 RFP was sought different than the previous contract issued to Glimpses, and issue a  
21 new solicitation, so that all bidders will be bidding on the same project.

#### **Ruling Requested**

23 Glimpses requests that the Requests for Proposal be voided, and that Glimpses’  
24 Contract valid until September 30, 2025 be reinstated.

25 Alternatively, Glimpses requests that GVB seek independent re-evaluation of the  
26 bids submitted for this procurement. The scope of the procurement was ambiguous,  
27 and the failure of GVB to unambiguously state whether it required the same or different  
28

1 performance criteria from the contract issued to Glimpses in the RFP, and the resulting  
2 inevitable failure of the bidders to submit parallel bids has subverted the purpose of  
3 this procurement and is cause to re-evaluate the bids.

4 **Declaration Re No Court Action**

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

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

14 Glimpses wishes to thank GVB for the opportunity to serve the Guam  
15 community presented by this RFP. Glimpses looks forward to your prompt and  
16 expeditious resolution of this protest, and stands ready to assist in developing a final  
17 RFP that will accomplish the broad and important goals set by your agency.

18 DATED this 4 day of February, 2025.

19 Respectfully submitted,

20 **BERMAN LAW FIRM**  
21 Attorneys for Protestant  
22 *GLIMPSES OF GUAM, INC.*

23 By:



24 DANIEL J. BERMAN



# Exhibit “1”



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'åse'*

GERALD S.A. PEREZ  
Acting President and CEO

attachments



# Exhibit "2"



C25010

September 27, 2024

Marcos W. Fong  
Managing Director  
Glimpses of Guam, Inc.  
P.O. Box 3191  
Hagatna, Guam 96910

Subj: FY25 Renewal  
Re: Project Support Services

*Håfa Adai Mr. Fong:*

The Guam Visitors Bureau ("GVB") is advising you of its decision to renew the current agreement with Glimpses of Guam ("Contractor") for Project Support Services beginning October 1, 2024 through September 30, 2025, with funding to come from the FY2025 budget.


GVB shall pay the Contractor a sum not to exceed **FIFTY-SEVEN THOUSAND DOLLARS (USD \$57,000)** or **FOUR THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (USD \$4,750.00)** per month for services as detailed in Appendices A and B of the contract, upon receipt of a GVB approved invoice from the Contractor, and subject to the availability of funds.

GVB shall assign additional related work as Task Orders, which shall be supported by the Contractor's proposal outlining the project requirements and deliverables and shall be processed as an out-of-pocket reimbursable expense.

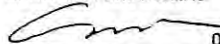
Any out-of-pocket reimbursable expense shall be compensated upon receipt of a GVB approved invoice subject to the availability of funds. The out-of-pocket reimbursable maximum shall not exceed \$400,000.00 for FY25.

Payment shall be made upon receipt of a GVB approved invoice and satisfactory delivery and acceptance of all services as specified and performed under the Agreement.

Please confirm your acceptance by signing in the space indicated below and return this letter to our office. Kindly note that unless your company information has changed, we will maintain the existing affidavits and forms on file.


  
CARL T. C. GUTIERREZ  
PRESIDENT AND CEO

IN WITNESS WHEREOF, the parties have executed this renewal:

GUAM VISITORS BUREAU  
  
09.27.2024  
CARL T. C. GUTIERREZ Date  
President and CEO

GLIMPSES OF GUAM, INC.  
  
9/30/24  
MARCOS FONG Date  
Managing Director

Certification is subject to availability of funds for FY2025 pursuant to Public Law 37-125.

  
9/30/24  
RUDD E. GUDMALIN Date  
CFO/Controller



# Exhibit “3”

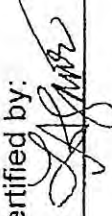
**EVALUATION OF PROPOSALS**

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	<b>TOTAL SCORE:</b>	271	261	220	215
	<b>RANKING ORDER:</b>	1	2	3	4

Prepared by:



Certified by:




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

OFFEROR: GLIMPSES		EVALUATORS				
Maximum # of Points x 3 evaluators	Criteria	Scoring Range per evaluator	A	B	C	TOTAL
150	A. QUALIFICATIONS AND EXPERIENCE (50 points)	1-50	40	30	44	114
15	B. DEMONSTRATED CAPABILITY AND CAPACITY TO RESPOND (5 points)	1-5	4	3	4	11
15	C. QUALITY AND RESPONSIVENESS (5 points)	1-5	5	5	5	15
120	D. PLAN OF PERFORMANCE - APPROACH AND STRATEGY (40 points)	1-40	25	20	35	80
300	TOTAL SCORE:	100	74	58	88	220

Prepared by: CJ

# Exhibit "6"



## 1.1 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).

## 1.2 RFP Process

It is in the best interest of the Offeror to register online and download the complete RFP solicitation packet at [https://go.opengovguam.com/bids/bids\\_list/gvb](https://go.opengovguam.com/bids/bids_list/gvb) or by registering at GVB if the packet is obtained at the GVB office at 401 Pale San Vitores Road, Tumon, Guam 96913.

All inquiries pertaining to this RFP are to be addressed to the President and CEO, acting in the capacity of the Chief Procurement Officer, Guam Visitors Bureau, 401 Pale San Vitores Road, Tumon, Guam 96913. From the date of issuance of this RFP until the award of any contract, Prospective Offerors are not permitted to contact GVB Board of Directors, management, employees, and/or the Selection Committee related to this solicitation, except as provided for in these instructions. Offerors who violate this requirement will be disqualified.

The President and CEO or designee(s) will coordinate all questions through GVB Procurement and will respond in writing. The President and CEO may also be contacted at (671) 646-5278, or via email at [procurement@visitguam.org](mailto:procurement@visitguam.org). If an addendum is required, it will be issued and posted on the GVB procurement website.

If it becomes necessary to revise or amend any part of this RFP, GVB will publish a revision by written addendum on its website and notify all prospective Offerors who have registered. Offerors will be responsible for adhering to the requirements of any addenda to this RFP.

GVB hereby notifies all offerors that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit a response to this request for proposal and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

# Exhibit "7"



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.

[www.glimpsesofguam.com](http://www.glimpsesofguam.com)

 671 649 8883  
 671 649 8883



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