



GUAM ETHICS COMMISSION

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RESEARCH SERVICES: DEVELOPMENT OF THE GUAM ETHICS COMMISSION TRUST METER

PROJECT NO. GECOM-RFP-26-001

Guam Ethics Commission

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GUAM ETHICS COMMISSION REQUEST FOR PROPOSAL	
RFP Number: GECOM RFP-26-001	RFP TITLE: Research Services: Development of The Guam Ethics Commission Trust Meter
RFP Due Date and Time: March 5, 2026 4:00 PM ChST	Number of Pages: 55; inclusive of the required affidavits/acknowledgments/sample contract. Available online at: guamethics.com
ISSUING AGENCY INFORMATION	
Guam Ethics Commission	Issue Date: Monday, February 2, 2026
Point of Contact Mr. Nico A.C. Fujikawa Email: procurement@ethics.guam.gov Phone: (671) 969-5625 Fax: (671) 969-5626	134 W. Soledad Ave. Citadel Building Suite 406 Hagåtña, Guam 96910 Phone: (671) 969-5625 Fax: (671) 969-5626 Website: guamethics.com
INSTRUCTIONS TO OFFERORS	
Delivery of Proposal By U.S. Mail or Deliver Only to the attention of: Nico A.C. Fujikawa, Executive Director Guam Ethics Commission 134 W. Soledad Ave. Citadel Building Suite 406 Hagatna, GU 96910	Mark Face of Envelope/ Package: RFP Title: Research Services: Development of The Guam Ethics Commission Trust Meter RFP Number: GECOM RFP-26-001 RFP Due Date: March 5, 2026, 4:00 PM ChST Special Instructions: Mark "Confidential RFP Document" on the envelope
OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Point of Contact/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Title:	Offeror Email Address:
Offeror Telephone Number:	Offeror Fax Number:
OFFERORS MUST RETURN THIS COVER SHEET WITH THEIR RESPONSE	

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REQUEST FOR PROPOSALS

Research Services:

Development of The Guam Ethics Commission Trust Meter

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REQUEST FOR PROPOSALS

Research Services:

Development of The Guam Ethics Commission Trust Meter

GECOM-RFP-26-001

OFFEROR'S RFP CHECKLIST

1. ___ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements.
2. ___ **Note the Executive Director's name, address, phone numbers, and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. ___ **Take advantage of the "question and answer" period.** Submit your **written** questions to the Executive Director by the due date listed in the Schedule of Events and view the answers given. Should an addendum be required, GECOM will issue a formal "addendum" for the RFP. All addenda issued for an RFP are posted on GECOM's website.
4. ___ **Follow the format required in the RFP** when preparing your response. **Provide point-by-point responses to all sections in a clear and concise manner. Submitted proposal must be signed by the person authorized to bind/contract (see page 1 of this RFP).**
5. ___ **Provide complete answers/description.** Read and answer **all** questions and requirements. Don't assume GECOM or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with GECOM. The proposals are evaluated based solely on the information and materials provided in your response.
6. ___ **Use the forms provided, i.e., cover page, "ALL" Affidavit forms, etc. – NOTE:** all affidavits must be notarized.
7. ___ **Check the GECOM website for RFP addenda.** Before submitting your response, check the GECOM website at www.guamethics.com to see whether any addenda were issued for the RFP. If so, you must submit a signed copy of the addendum for each addendum issued along with your RFP response.
8. ___ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
9. ___ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late proposal responses are *never* accepted.

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

SCHEDULE OF EVENTS

Research Services: Development of The Guam Ethics Commission Trust Meter GECOM RFP-26-001

<u>DATE</u>	<u>EVENT</u>
Monday, February 2, 2026	RFP Issue Date/Public Announcement RFP packets available at GECOM website or GECOM office at 134 W. Soledad Avenue Citadel Building Suite 406 Hagåtña, Guam 96910
Tuesday, February 10, 2026	12:00 p.m. Deadline to submit written questions *GECOM response will be provided directly to all registered participants via email and posted in the GECOM website
Thursday, March 5, 2026	4:00 p.m. RFP submission deadline

Questions, if any, should be made in writing to the Executive Director, which can be dropped off at the GECOM office, emailed to procurement@ethics.guam.gov, or sent by fax to 671-969-5626 according to the timeline provided in the RFP.

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

GECOM reserves the right to reject any or all proposals, waive any imperfection in the proposal, or cancel this solicitation, all according to law in the interest of the Commission. Direct or indirect contact with GECOM Management or Staff, Board Members, or any person participating in the selection process is prohibited.

The deadline for submission of proposals is no later than 4:00 p.m. (Chamorro Standard Time) on Thursday, March 5, 2026.

REQUEST FOR PROPOSAL

PROJECT NO. GECOM-RFP-26-001

RESEARCH SERVICES: DEVELOPMENT OF GUAM'S 1ST TRUST METER

BASIC INFORMATION

1. OVERVIEW

The Guam Ethics Commission (GECOM) is an independent and autonomous instrumentality within the Government of Guam, whose purpose is to hold public officers and employees accountable to the Ethical standards established in Guam law.

The Guam Ethics Commission's mandate is to uplift the public's confidence in government employees, programs, and operations by ensuring the practice and promotion of the highest standards of ethical behavior in the government of Guam. To accomplish this mandate, the GECOM is seeking proposals from qualified firms to develop the Island's first Public Trust Meter. The Trust Meter will serve as a vital tool for the Commission to gauge public sentiment and community trust over time. This study aims to assess the levels of public confidence in various institutions, including government, media, businesses, healthcare, and other social sectors, and to identify areas of strength and uncover opportunities for improvement. The Trust Meter will provide baseline metrics for public trust, utilizing robust, data-driven frameworks to offer key insights for local policymakers, public officials, government agencies, and community organizations. These insights will assist GECOM and community stakeholders in the development of strategic programs to enhance engagement with the general public and foster greater public trust across these sectors.

2. OBJECTIVES OF THE STUDY

The primary objectives of the Trust Meter for Guam are to:

- Measure public trust: Assess the level of trust that the residents of Guam place in key institutions and public officials.
- Analyze key drivers: Identify the factors that influence trust, such as transparency, accountability, and past performance.
- Track demographic trends: Understand variations in trust levels based on factors such as age, gender, socioeconomic status, ethnicity, and geographic location within Guam.
- Provide actionable insights: Deliver recommendations on how institutions can build or repair trust based on the findings.
- Track key resident sentiments and trust in government officials, elected officials, public employees, and agencies in Guam over time.
- Identify the primary perceived negative and positive impacts of government officials, elected officials, public employees, and agencies on island residents.
- Identify how well-informed the community is regarding the importance of key government events and actions taken by public officials and their impacts on the community.
- Measure the community's sentiment of government agency operations, including but not limited to: fiscal responsibility, community engagement, customer service and accessibility, programs and services, etc.
- Measure the community's awareness and perception of the Ethics Code of Conduct, programs, events, and campaigns.
- Identify current and future issues or concerns regarding public Trust expressed by residents.
- Identify survey methods or processes that will enhance relevancy of the Trust Meter.
- Develop strategic programs to cultivate community trust over time.
- Provide a detailed interpretation of the results and link back recommendations to the overall policy and strategy.

3. SCOPE OF WORK

The selected qualified firm will be responsible for conducting a comprehensive study that includes, but is not limited to, the following components:

- Survey Design: Develop a well-structured instrument that includes both quantitative and qualitative measures of trust across various sectors.
- Sampling Strategy: Identify and implement a representative sample of the population across different demographics (age, gender, socioeconomic status, etc.) to ensure the study results are accurate and reflective of Guam's population.
- Data Collection: Administer the instrument through appropriate methods, including but not limited to online surveys, phone interviews, and in-person interviews, as deemed necessary.
- Data Analysis: Analyze the collected data using appropriate statistical methods and tools to generate meaningful insights about public sentiment and generate a baseline metric of public trust.

- Reporting: Provide a detailed report, including:
 - A summary of key findings and trends.
 - A comparative analysis of trust levels across different sectors.
 - An evaluation of factors driving trust (or distrust) in various government institutions.
 - Recommendations for improving trust and engagement for the Guam Ethics Commission and public officials.
- Presentation: Present the findings to the Guam Ethics Commission and relevant stakeholders, including an executive summary and recommendations.
- Identify and describe methods or processes related to fielding analysis, or other related work, while still achieving the aforementioned objectives.
- Obtain islandwide sentiments or input on Government Trust from a representative sample of randomly selected respondents whose demographics of Guam's population are weighted to reflect area populations for the north, central, and south.
- The Contractor may propose additional research to analyze and report on subpopulations (ethnic groups, employment, or by other individual or household/social graphic characteristics)
- The contractor shall review and utilize any relevant data, where applicable, to track key resident sentiments toward government operations and their impact on community trust over time.
- The contractor shall develop infographics summarizing key findings and indicators in line with GECOM branding.
- The contractor shall provide ongoing consultation with the Guam Ethics Commission to ensure survey progress and attainment of project objectives, as well as obtain GECOM approval of the final survey instrument, final report, and any presentations.
- Contractor shall provide a final report and/or completed Survey no later than the 4th quarter of Fiscal Year 2026 (July-September 2026). GECOM will have complete ownership of all related projected data and reports.

4. RFP PROCESS

It is in the best interest of the Offeror to register online and download the complete RFP solicitation packet at guamethics.com; or by registering at GECOM if the packet is obtained at the GECOM office at 134 W. Soledad Avenue Citadel Building Suite 406 Hagåtña, Guam 96910.

All inquiries pertaining to this RFP are to be addressed to the Executive Director, Guam Ethics Commission, 134 W. Soledad Avenue Citadel Building Suite 406 Hagåtña, Guam 96910. From the date of issuance of this RFP until the award of any contract, Prospective Offerors are not permitted to contact GECOM Board of Commissioners, 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 Executive Director or designee(s) will coordinate all questions through GECOM Procurement and will respond in writing. The Executive Director may also be contacted at (671) 969-5625, or via email at procurement@ethics.guam.gov. If an addendum is required, it will be issued and posted on the GECOM procurement website.

If it becomes necessary to revise or amend any part of this RFP, GECOM 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.

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

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

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

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

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

5. RFP SUBMISSION CRITERIA

- A.** Each Offeror shall submit four (4) complete sets of the written proposal: one (1) marked "ORIGINAL" and three (3) marked "COPY."
- B.** An official authorized to legally bind the Offeror to all RFP provisions contained herein shall sign the proposal cover sheet (see page 1) and a cover letter that agrees to accept and abide by the terms of this RFP. Submittals will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to contractually bind the Offeror.
- C.** Terms and conditions differing from those set forth in this RFP may be cause for disqualification of the proposal.
- D.** Offeror must designate those portions of their proposal, if any, they believe contain trade secrets or proprietary data which Offeror wants to keep confidential.
- E.** Offeror must organize proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections and appendices is required. If no explanation or clarification is required in the Offeror's response to a specific subsection, the Offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement: "(Offeror's Name) understands and will comply."

6. REQUESTS FOR CLARIFICATION

- A.** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained in the RFP. Any inquiry regarding this solicitation must be made in

writing and in accordance with the requirements of this RFP. To be considered, inquiries must be addressed to GECOM's point of contact set forth above.

- B.** GECOM will issue responses to inquiries in writing prior to the date on which proposals are due. GECOM will email and post on the GECOM website said responses to each person recorded as having been furnished with a copy of this RFP, and prospective Offerors are responsible for ensuring that they receive all such responses. To ascertain whether GECOM issued such responses with respect to this RFP, prospective Offerors may contact GECOM's point of contact as set forth above.
- C.** Prospective offers and Offerors should not rely on any representations, statements, or clarifications not made in this RFP or in a formal GECOM response. GECOM will not be responsible for any oral representation(s) given by any employee, representative, or other individual. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- D.** Prospective Offerors are advised that, from the date of issuance of this RFP until the award of any contract, they are not permitted to contact GECOM Board of Commissioners or employees, and/or the Selection Committee related to this solicitation, except for GECOM's designated point of contact as set forth above. Offerors who violate this requirement will be disqualified.

7. DELIVERY OF PROPOSALS

Original submission may be delivered to GECOM as follows, or by electronic submission.

All proposals shall be sealed and delivered or mailed to:

ATTN: **NICO A.C. FUJIKAWA**
Executive Director
134 W. Soledad Avenue
Citadel Building Suite 406
Hagåtña, Guam 96910

Mark package(s): **YOUR COMPANY NAME**
SUBMISSION IN RESPONSE TO
GECOM RFP No. 26-001 Research Services:
Development of The GECOM Trust Meter
CONFIDENTIAL DOCUMENT ENCLOSED

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

8. OFFEROR'S RESPONSIBILITIES

An Offeror, by submitting a proposal, represents that:

- A. The Offeror has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and
- B. The Offeror possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to GECOM, and
- C. Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ensure that they can comply with the requirements affecting the full performance of the contract and to verify any representations made by GECOM upon which the Offeror will rely. If the Offeror receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Offeror for additional compensation or relief.
- D. Failure to comply with instructions on proposal assembly may be subject to point deductions. GECOM may also choose not to evaluate, may deem non-responsible, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

9. INTELLECTUAL PROPERTY

GECOM is the sole owner of all content and materials developed under this RFP. GECOM retains the distribution rights to any content or materials to exercise as it deems appropriate. Selected partner(s) may not use, reuse, distribute, publish, or base derivative works upon such materials without the express, prior written consent of the GECOM. All materials resulting from this contract shall be the sole property of the GECOM.

10. CONFLICT OF INTEREST

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

11. CERTIFICATES

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

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

12. PRESENTATIONS BY OFFERORS

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

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

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

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

13. AWARD

GECOM reserves the right to award the contract to the Offeror that GECOM deems to be the best qualified. In addition, GECOM at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the territory of Guam.

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

14. RECORDS AND RIGHT TO AUDIT

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

15. OFFEROR'S PERSONNEL

- A.** The Offeror shall comply with all:
 - 1. Federal laws, Local laws, regulations, and labor union agreements governing work hours; and
 - 2. Labor regulations, including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.
- B.** The Offeror shall indemnify and hold GECOM harmless from all claims arising out of the requirements of this provision. This indemnity includes the Offeror's obligation to

defend and/or resolve, without cost to GECOM, any claims or litigation concerning allegations that the Offeror or GECOM, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by the contract.

16. TERMINATION / CANCELLATION OF CONTRACT

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

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

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

17. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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

Prior to commencing work, the successful Offeror will be required to sign a written contract incorporating the specifications and terms of the RFP and the response thereto. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds, therefore.

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

18. ASSIGNMENT / SUBCONTRACT

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

19. GOVERNING LAWS

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

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

20. INDEMNIFICATION OF GECOM

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

21. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

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

be liberally construed to include, but is not limited to, the manner, procedures, operations, and obligations, financial or otherwise, of the Offeror. In the event of any future change in federal or Guam laws, GECOM materially alters the obligations of the Offeror, or the benefits to GECOM, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Offeror, then the Offeror or GECOM 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. GECOM and the Offeror agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to a change in law. When such modifications are made to the contract, GECOM and the Offeror shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Offeror directly and demonstrably due to any modification in the contract under this clause.

22. FORCE MAJEURE

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

23. CONFIDENTIAL OR PROPRIETARY INFORMATION

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

24. SUBMISSION OF FEE(S)

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

25. TIME AND DURATION OF THE WORK INVOLVED

It is anticipated that the firm will commence work from the Agreement execution date. The contractual obligation of both parties shall be for up to five consecutive financial years,

commencing in the 2nd Quarter of Fiscal Year 2026, through September 30, 2026, for the initial fiscal year, with the option to renew annually, subject to fiscal year-end performance reviews, availability, and certification of funds from each fiscal year.

This Agreement may be renewed annually, at the sole discretion of the GECOM, for an additional one-year period but not to exceed the total contract term of five (5) years, by written notice. GECOM is not obligated to renew the Agreement and does not have to give a reason if GECOM elects not to renew.

26. SUBJECT TO THE AVAILABILITY OF FUNDS

The agreement may be cancelled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first. If the agreement is cancelled for lack of funds, GECOM will notify the firm on a timely basis that funds are not available for the continuation of the agreement for each succeeding fiscal period.

This does not affect either the territory's rights or the contractor's rights under any termination clause in the contract as set forth in 2 GAR, Div. 4 §§3121(e)(1)(C) and (D).

In the event of cancellation, the firm shall be reimbursed the unamortized, reasonably incurred, nonrecurring costs pursuant to 2 GAR, Div. 4, §3121(e) (1) (G).

27. TYPE OF CONTRACT

A Professional Services Agreement shall be entered into by and between the Offeror and GECOM.

28. SUBMISSION DEADLINE

All proposals under this RFP solicitation must be written, time-stamped, and received at the GECOM Office located at 134 West Soledad Avenue, Citadel Building Suite 406, Hagåtña, Guam, to include One (1) Original and Three (3) copies, per the time specified in the RFP Timetable of Significant Dates. No proposals shall be received after such date and time.

A. RFP Timetable of Significant Dates

The following RFP timetable should be used as a working guide for planning purposes. GECOM reserves the right to adjust this timetable as required during the course of the RFP process.

RFP Event	Date
RFP Issue Date	February 2, 2026
Deadline for Written Questions from Offerors	12:00 PM, February 10, 2026
RFP Response/Submission Due Date	4:00 PM, March 5, 2026

Note: All dates and times are noted as being in ChST.

The RFP amendments, if any, will be sent directly to only those vendors having received the RFP through GECOM, but all amendments will be placed on the Commission's website <http://www.guamethics.com>

B. Amendments to RFP

GECOM reserves the right to revise or amend the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals and shall be identified as such. Each amendment will contain an Acknowledgment Receipt Form. Offerors must sign the Acknowledgment Receipt Form and return the signed copy via email or fax to GECOM. Signed Acknowledgment Receipt Forms for every amendment must also be included in the proposal submission. The amendment shall refer to portions of the Request for Proposal it amends. Amendments shall be distributed within a reasonable time to allow prospective firms to consider the issue in preparing their proposals.

29. CANCELLATION OR REVISION OF PROPOSAL

This RFP may be cancelled, or any and all proposals may be rejected in whole or in part as may be pursuant to 2 GAR Div. 4 § 3115 (d) (1) (B) and (d) (2) (A), when it is in the best interests of the Territory of Guam. Additionally, in accordance with 2 GAR, Div. 4, § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be cancelled or revised to comply with the law. The reasons, therefore, shall be made part of the contract file.

30. REJECTION OF PROPOSALS

Any offer submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of the Territory of Guam, in accordance with 2 GAR, Div.4 § 3115(c). Reasons for rejecting proposals include, but are not limited to: (1) the business that submitted the proposals is non-responsive as determined under 2 GAR, Div. 4 §3116; (2) the proposal ultimately fails to meet the announced requirements of the Office in some material respect; or (3) the proposal price is clearly unreasonable. Upon request, unsuccessful offerors shall be advised of the reasons for rejection.

When proposals are rejected, or a solicitation is cancelled after proposals are received, the proposals which have been opened shall be retained in the procurement file, or if unopened, returned to the offerors upon request, or otherwise disposed of pursuant to 2 GAR, Div. 4 § 3115(g).

31. MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals will be rejected. If an offeror clearly indicates a base offer, it shall be considered for award as though it were the only proposal submitted by the offeror as set forth in 2 GAR, Div. 4 § 3102(d).

32. TRADE SECRETS AND PROPRIETARY DATA

Offerors may designate those portions of their proposal that contain trade secrets or proprietary data, which are to remain confidential. GECOM will examine any such request to designate portions of proposals as trade secrets or proprietary data as confidential and determine the validity of such a request prior to entering into negotiations with a prospective offeror.

If the parties do not agree as to the disclosure of trade secrets or data in the proposal, the offeror may withdraw the proposal, or protest the decision under 5 GCA, Article 9. Otherwise, the proposal will be disclosed.

33. CONTENTS OF THE PROPOSAL

The proposal, **at a minimum**, must contain:

A. Transmittal Letter:

1. A transmittal letter, prepared on the Offeror's business stationery, is to accompany the original and required copies of the Submission.
2. The purpose of this letter is to transmit the Proposal and should be brief.
3. The letter must be signed by an individual who is authorized to bind the Offeror to all statements contained in the submission.
4. The transmittal letter must make reference to the RFP number and Professional Services that the Offeror is responding to.

B. Statement of Qualifications and Experience of Offeror:

1. Proposals will be reviewed and evaluated based on the qualifications of the Offeror and the plan submitted to perform the services in the RFP, which should be clearly addressed in a cover letter that will include, but is not limited to:
 - a. A statement of interest and qualifications.
 - b. A comprehensive summary of the vendor's professional history, background, and qualifications for this project, including those of proposed key staff members. Additionally, Offerors must provide sufficient detail to support their degrees or levels of expertise, job performance, and ability to perform the work contemplated.
 - c. Description of a minimum of three (3) successful projects completed wherein the Offeror has served as a project manager.
 - d. A minimum of three (3) references with complete contact information that can attest to past performance on similar projects.
 - e. Proof of the license to do business on Guam and no pending legal issues with the government or other private companies.
 - f. Affidavits attached to this RFP are notarized in the state or territory of the Offeror's principal place of establishment.
 - g. All items submitted in response to the RFP become the property of the GECOM, and none will be returned.

C. Technical Proposal: (Organize and label sections accordingly)

1. Project Narrative Plan: Communicates project vision, commitment to project scope and overall timeline, and approach to project management.
2. Organizational Capacity: Resumes and/or summary biographies of the key project personnel with a detailed description of their roles related to the project; description of any subcontractors and their work, including but not limited to resumes and/or summary biographies.
3. Equipment: Description of equipment required for the project, including the identification of equipment that partner(s) own, rent, rents and/or borrows.
4. Related Project Experience: Evidence of successful service of projects of similar size, scope, and complexity, as detailed above, including demonstration of ability to work collaboratively with client teams and other vendors; experience with educational and/or instructional videos preferred and should be highlighted.
5. Project Timeline: A reasonable timetable and estimate of work required (i.e., hours per task).
6. Optional: One professional reference/letters of recommendation from a current client. Current shall mean references for whom the vendor has performed work within the past 12 months. Organization name and contact information must be provided.

34. SELECTION OF THE BEST QUALIFIED PROPOSER AND PROPOSAL

A. Evaluation Process:

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

B. Evaluation Committee:

The GECOM Executive Director will form an Evaluation Committee. Evaluations may be conducted as a group or individually; however, each Evaluator shall use the same evaluation form and the results compiled to present a cumulative score with recommendations to the Executive Director. The Executive Director shall then request GECOM's Board of Commissioners approval to enter into negotiations with the best qualified Offeror.

C. Evaluation and Criteria Scale:

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

Experience and Expertise	(30 pts)
Approach and Strategy - Plan of Performance	(50 pts)
Demonstrated Capability and Capacity to Respond	(15 pts)
Quality/Responsiveness	(5 pts)
MAXIMUM POINTS	(100 pts)

1. Experience and Expertise (30 pts): All proposals submitted in response to this opportunity shall contain a Statement of Qualifications. The Statement of Qualifications shall describe the qualifications and ability of the Offeror to perform the Scope of Services set forth in this document. Offerors must provide sufficient detail to support their degrees or level of expertise, job performance, and ability to perform the work contemplated. The Statement of Qualifications shall include a minimum of three (3) examples of successful project management services.

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

2. Approach and Strategy - Plan of Performance (50 pts): Plan of Performance must include the Offeror's Approach and Strategy to carry out the services sought herein. This must include, but is not limited to, the following:

- a. Proposals shall include a Work Plan that delineates the Firm's approach to be used in working with GECOM to provide the services sought herein.
- b. The Offeror shall include information about the proposed subcontractors (if any) that it would engage to provide the required services.
- c. The Offeror shall demonstrate its plan and ability to meet the project timeline and deliverables.

3. Demonstrated Capability and Capacity to Respond (15 pts):

- a. Prospective offerors must demonstrate that they possess the capacity and capability to respond to the broad range of projects, challenges, and

opportunities that need innovative solutions.

- b. Include a minimum of three (3) examples of similar successful projects, including but not limited to Project Name, Project Summary (along with brief project descriptions), Place, Name of the Organization your firm provided the work to, and at least one (1) photo of the final product.
- c. Include a minimum of three (3) references, including contact name, title, telephone number, affiliation, email, website addresses, and address, including the specific role the Offeror played, illustrating the Offeror's qualifications and ability to provide the services sought herein.

4. Quality & Responsiveness (5 pts): The quality and responsiveness of an Offeror's proposal are subject to, but not limited to, the following:

- a. Proof of the license to do business in Guam and a statement of no pending legal issues with the government or other private companies.
- b. Affidavits (attached) notarized in the state or territory of the Offeror's principal place of establishment.
- c. Adherence to any amendments issued by GECOM.
- d. At a minimum, the Offeror shall provide:
 - i. Name and address of Offeror
 - ii. Age of the Offeror's business
 - iii. List of all subcontractors for this project

D. Selection:

The selection of the best-qualified, responsive proposer will be based on the ranking of the proposers. GECOM reserves the right to short-list qualified Proposers.

Offerors may be required to be interviewed or hold discussions with the Evaluation Committee to clarify certain items from the submitted proposal. These discussions, if any, will be in accordance with the Guam Procurement Laws.

In the event of a tie between two or more evaluation scores, Offerors shall be invited to appear before the evaluation committee for further interviews for the purpose of breaking this tie.

The highest-ranked proposer will be selected to enter into negotiations with GECOM. If an agreement can be reached as to a reasonable rate, a contract will then be prepared for signatures by both parties.

If GECOM is unable to negotiate a contract with the highest-ranked proposer, the Executive Director designee may enter into negotiations with the next highest-ranked proposer based on the established short list.

E. Standard for Determination of Best Qualified Proposer:

GECOM shall use the following standards in determining the best qualified proposer:

1. The ability, capacity, and skill of the proposer to perform;
2. Whether the proposer can perform promptly and/or within the specified time;
3. The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
4. The quality of performance of the proposer with regard to awards previously made to him/her;
5. The sufficiency of the financial resources and ability of the proposer to perform; and
6. Whether the proposer met the specifications of the Request for Proposal (RFP).

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

35. INSTRUCTIONS TO OFFERORS

35.1. Defined Terms

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

35.2. Type Of Procurement

This procurement is a Request for Proposal (RFP).

35.3. Language Of Proposal

The proposal prepared by the Offeror and all correspondence and documents relating to the proposal exchanged by the Offeror and GECOM shall be written in the English language. Supporting documents and printed literature furnished by the Offeror with the proposal may be in another language provided they are accompanied by an appropriate translation of relevant

passages in the English language. For the purpose of interpretation of the proposal, the English language translation shall prevail.

35.4. Familiarity with Laws

The Offeror is assumed to be familiar with all U.S. federal and Guam laws that in any manner affect the work to be performed under this RFP. Ignorance will in no way relieve Offeror from responsibility.

35.5. Signature on Proposal

The Offerors must sign their proposals correctly. If the proposal is made by an individual, said individual's name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal shall show the name of the country, state, or territory under the laws of which the corporation was chartered, and the names and business address of its president, secretary, and treasurer. A proposal submitted by a joint venture must be accompanied by the document of formation of the joint venture, duly registered and authenticated by a notary public, in which is defined precisely the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, the principal member of the joint venture, and address for correspondence for the joint venture. The Offeror is advised that the joint venture agreement must include a clause stating that the members of the joint venture are severally and jointly bound by the terms of the contract.

35.6. Currencies of Proposal and Payment

All rates and prices in the proposal and all payments to the Offeror shall be in the currency of the United States of America.

35.7. Modification of Withdrawal of Proposals

Proposals may be modified or withdrawn at any time prior to the submission date.

35.8. Receipt, Opening and Recording of Proposals

Upon receipt, each proposal and/or modification will be time-stamped, held in a secure place, and not be opened until the proposal closing date. The only acceptable evidence to establish the date and time of receipt at GECOM is the date and time stamp of the GECOM Head Office on the wrapper or other documentary evidence of receipt maintained by GECOM. Proposals and modifications shall not be opened publicly but shall be opened in the presence of two or more GECOM procurement officials. After the date established for receipt of proposals, a registrar of proposals will be prepared which shall include all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the service item offered. The registrar of proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to GECOM procurement personnel having an interest in them.

35.9. Evaluations and Discussions

- A. Evaluation: GECOM will evaluate all proposals submitted and may conduct discussions with any Offeror. The purpose of such discussions shall be to:
 - i. Determine in greater detail such Offeror's qualifications; and
 - ii. Explore with the Offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- B. Non-Disclosure of Information: Discussions shall GECOM shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be opened to public inspection except as otherwise provided for in the contract. The proposals of the Offerors who are not awarded the contract shall not be opened to public inspection.
- C. Selection of the Best Qualified Offeror: Upon completion of the validation of qualifications, evaluations, and discussions, GECOM shall select, in the order of their respective qualification ranking, no fewer than three (3) acceptable Offerors, or such lesser number if less than three (3) acceptable proposals were received, deemed to be the best qualified to provide the required services.
- D. Submission of Cost or Pricing Data: The Offeror determined to be the best qualified shall be required to submit cost or pricing data to GECOM at a time specified by GECOM prior to the commencement of negotiations.

35.10. Negotiations

- A. General: GECOM shall negotiate a contract with the best-qualified Offeror for the required services at a compensation determined in writing to be fair and reasonable.
- B. Elements of Negotiation: Contract negotiations shall be directed toward:
 - i. Making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services.
 - ii. Determining that the Offeror will make available the necessary personnel and facilities to perform the services within the required time.
 - iii. Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

35.11. Successful Negotiation of Contract with Best-Qualified Offeror

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified Offeror, and subject to Board approval, the contract shall be awarded to that Offeror. Written notice of award shall be public information and made a part of GECOM's procurement file.

35.12. Failure to Negotiate Contract with Best-Qualified Offeror

- A. If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore shall be placed in the procurement file and GECOM shall advise such Offeror of the termination of negotiations which shall be confirmed by GECOM's written notice to such Offeror.

- B. Upon failure to negotiate a contract with the best-qualified Offeror, GECOM may enter into negotiations with the next most qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Offeror. If negotiations again fail, negotiations shall be terminated as set forth in paragraph 3.11(A) above and new negotiations shall commence with the next qualified Offeror.
- C. Should GECOM be unable to negotiate a contract with any of the Offerors initially selected as the best qualified Offerors, offers may be resolicited, or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue until an agreement is reached and the contract is awarded.

35.13. Cancellation of Solicitation; Delays

GECOM reserves the right to cancel or to withdraw this RFP as provided in law and regulation, to delay any GECOM determination required by the RFP, or to reject all proposals, or any individual proposal in whole or in part at any time prior to the final award in the best interest of GECOM as provided in law and regulation. The reasons for the cancellation, delay, or rejection shall be made a part of the procurement file and shall be available for public inspection.

- A. After opening of the proposals, but prior to award, all proposals or any individual proposal in whole or in part, may be rejected when GECOM determines in writing that such action is in the best interest of the territory of Guam for reasons including but not limited to:
 - i. The supplies or services being procured by this solicitation are no longer needed.
 - ii. Ambiguous or otherwise inadequate specifications were part of the solicitation.
 - iii. The solicitation did not provide consideration of all factors of significance to the territory.
 - iv. The proposals only offer prices, which exceed available funds, and it would not be appropriate to adjust quantities to come within available funds.
 - v. All otherwise acceptable proposals received contain unreasonable prices.
 - vi. There is reason to believe that the proposals may not have been arrived at in open competition, and/or that there was collusion between Offerors and/or the proposals were not submitted in good faith.

If this RFP is cancelled or all the proposals have been rejected prior to final award, notice of cancellation or rejection shall be sent to all Offerors. The reasons for the cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

- B. GECOM may reject any individual proposal whole or in part when such rejection is in the best interest of the territory of Guam. Reasons for rejecting a proposal in whole or in part include but are not limited to:
 - i. GECOM has determined that the Offeror is not a responsible Offeror pursuant to 2 GAR, Div. 4, Chap. 3, §3116.
 - ii. The proposal is non-responsive, that is, it does not conform in all material respects to the RFP.
 - iii. The proposal is non-responsive, that is, it does not conform in all material respects to the RFP.

35.14. Disqualification of Proponent

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an

Offeror has an interest in more than one (1) proposal for the same work will cause the rejection of all proposals in which such Offeror is believed to have an interest. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants of such collusion will be considered in future requests for proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected. Proposals submitted by Offerors who do not meet the evaluation criteria will not be considered for review by GECOM.

35.15. Right to Reject Proposal

GECOM reserves the right to reject any or all Proposals in accordance with law and regulation, and to waive technical errors, or minor informalities, or to accept any proposals in part.

35.16. Award of Contract

The award of contract, if it is awarded, will be awarded to the best qualified Offeror(s) for the required services at a compensation determined in writing to be fair and reasonable, and subject to the availability of funds. In no case will the award be made until GECOM has completed all necessary investigations into the responsibility of the proposed Offeror, and GECOM is satisfied that the proposed Offeror is qualified to do the work and has the necessary organization, capital, and equipment to carry out the provisions of the contract to GECOM's satisfaction within the time specified.

35.17. Execution of Contract

The Offeror which is determined to be the best qualified, or the next best qualified Offeror should GECOM cease contract negotiations with better qualified Offerors, shall sign the necessary agreement entering into a contract with GECOM, and return a fully executed contract, containing the terms mutually agreed upon by the parties, to GECOM within seven (7) calendar days after GECOM determines in writing that the Offeror's requested compensation for the required services is fair and reasonable.

35.18. Addenda

Any amendment, modification, or addenda issued by GECOM, prior to the established due date of the proposals, for the purpose of changing the intent of the plans and specifications clarifying the meaning, or changing any of the provisions of this RFP, shall be binding to the same extent as if originally required by this RFP. Any addenda issued by GECOM will be sent to all Offerors in duplicate. Notice may also be obtained by accessing GECOM's website. The Offerors shall acknowledge receipt of the same by their signatures on one copy, which is to be returned to GECOM, and said copy shall accompany the Offerors respective proposals. Acknowledgment may also be made in writing or by email.

35.19. Activity Reports

As a vehicle for monitoring and measuring the services procured by this solicitation, the Agency shall record its representation performance on required report formats prescribed by GECOM on a scheduled basis as detailed in the Scope of Work in this RFP. Failure to submit such reports may result in the delay or forfeiture of payment due to the Agency.

35.20. Invoicing, Payment Terms and Conditions

All applicable invoices from the Offeror who is awarded the contract arising from this RFP shall include supporting documents (i.e., timesheets, shipping invoices, consumable listings, receipts, etc.). All supporting documents must be reviewed and approved by GECOM prior to invoice submission for charges. All applicable GECOM approved invoices will be paid net thirty (30) days from the date the invoices are received by GECOM. Payment shall be made using a method mutually agreed upon by GECOM and the successful Offeror. Applicable invoices must be submitted no later than three (3) months after completion of any given task or project. Failure to do so may result in forfeiture of payment.

35.21. Taxes

The successful Offeror shall be liable for all applicable taxes and duties. GECOM shall have no tax liability under this contract arising from this RFP. Specific information on taxes may be obtained from the Department of Revenue and Taxation, Government of Guam.

35.22. Licensing

GECOM will not consider for award any proposal submitted by an Offeror who has not complied with Guam's business and/or other licensing laws. Specific information on licenses may be obtained from the Department of Revenue and Taxation, Government of Guam.

35.23. Disclosure of Major Shareholders

As a condition of submitting a proposal in response to this RFP, all Offerors, whether they are partnerships, sole proprietorships, or corporations, shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten (10) percent of the outstanding interest or shares in said partnership, sole proprietorship, or corporation, at any time during the twelve (12) month period immediately preceding submission of the proposal made in response to this RFP. The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity, or other compensation. The affidavit shall be open and available to the public for inspection and copying. Each affidavit shall be prepared and notarized at the time of signing, and any such affidavits made and/or notarized prior to the issuance of, or after the due date of this RFP shall be deemed unacceptable resulting in the proposal to be deemed non-responsive to this RFP.

35.24. Local and Veteran Procurement Preference

Offerors who seek local procurement preference may request it as part of their proposals, for GECOM's consideration. Only Offerors who qualify for local procurement preference pursuant to 5 GCA §5008 may receive said preference by GECOM. The GECOM will employ where applicable a service-disabled veteran owned business preference in accordance with 5 GCA §5011.

35.25. Non-Collusion Affidavit

Offerors must submit a non-collusion affidavit provided with this RFP. Failure to submit said affidavit shall result in the Offeror's proposal to be deemed non-responsive to this RFP, and such proposal shall not be considered for award.

35.26. Restrictions Against Contractors Employing Sex Offenders from Working at Government of Guam Venues

The Offeror must submit with their proposal an affidavit acknowledging their responsibilities pursuant to 5 GCA §5253, Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. Per this statute, the Offeror must affirm that:

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

35.27. Compliance with Wage Laws

The Offer who is awarded a contract shall pay employees, at a minimum, in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to GECOM. In the event of a renewal of the contract, the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date of the contract shall apply to that renewal contract. In addition to the applicable Wage Determination, the contract shall contain provisions mandating health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination promulgated by the U.S. Department of Labor and shall contain provision guaranteeing a minimum of ten (10) paid holidays per annum for each employee.

The Offeror is required to execute the Declaration Re Compliance with U.S. DOL Wage Determination and submit the executed declaration and most current listing with the Offeror's proposal. NOTE: Please attach Wage Listing with your submission.

35.28. Representation Regarding Gratuities and Kickbacks

The Offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

35.29. Prohibition Regarding Contingent Fees

The Offeror represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

35.30. Representation Regarding Ethical Standards

Offeror represents that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

35.31. Condition of Contract

As a condition of contract, contractor will agree to indemnify, defend and hold harmless the GECOM and the Government of Guam in all actions and from all liability in tort or contract arising from contractor performance of a contract.

35.32. Contact for Contract Negotiation

If your firm is selected as the best qualified to perform the services as described herein, please designate a person whom we may contact for prompt negotiation by filling out Form 1, attached.

35.33. Notice of Award

If your firm is selected as the best qualified to perform the services as described herein, please designate a person whom we may contact for prompt negotiation by filling out Form 1, attached.

36. FEE PROPOSALS

Proposers shall not submit any cost or pricing data with their proposal. Fee proposals will be solicited by GECOM upon selection of the highest-ranked proposal and will be submitted at a time and in a format as determined by GECOM.

*****END OF BASIC INFORMATION*****

FORM 1

CONTACT FOR CONTRACT NEGOTIATION

RFP NUMBER: GECOM RFP NO. 26-001

NAME	
TITLE	
COMPANY	
MAILING ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
EMAIL	

APPENDIX A
GECOM RFP 26-001

AFFIDAVITS 1 - 7

1. Affidavit Disclosing Ownerships and Commissions
2. Affidavit re Non-Collusion
3. Affidavit re No Gratuities or Kickbacks
4. Affidavit re Ethical Standards
5. Declaration re Compliance with U.S. DOL Wage Determination
6. Affidavit re Contingent Fees
7. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues

**ALL FORMS LISTED MUST BE COMPLETED
AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL**

A-1 AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

Name of Offeror Company: _____

CITY OF _____)

) ss

COUNTRY _____)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

The offeror is a corporation, partnership, joint venture, or association known as [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please state]:

<u>NAME</u>	<u>ADDRESS</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
TOTAL NUMBER OF SHARES		_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

<u>NAME</u>	<u>ADDRESS</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the discloser required by 5 GCA §5233 by delivering another affidavit to the government.

Date: _____

Signature of one of the following:

- Offeror, if the offeror is an individual;
- Partner, if the offeror is a Partnership;
- Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public
My Commission Expires _____

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

A-4 AFFIDAVIT RE ETHICAL STANDARDS

Name of Offeror Company: _____

CITY OF _____)

) ss

COUNTRY _____)

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

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

Signature of one of the following:

Offeror, if the offeror is an individual;

Partner, if the offeror is a partnership;

Officer, if the offeror is a corporation.

Subscribed and sworn to before me this ___ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

**A-5 DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE
DETERMINATION**

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 580I and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (*INSTRUCTIONS - Please attach*)

Signature

Date

or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

Signature

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

My Commission Expires _____

SAMPLE CONTRACT

(This is a sample document. The Guam Ethics Commission reserves the right to issue and execute a contract pursuant to this RFP and as allowed by law and regulations, and hereby reserves all other rights as stated in the RFP or otherwise applicable.)

AGREEMENT BETWEEN THE GUAM ETHICS COMMISSION AND [CONTRACTOR] FOR SERVICES PURSUANT TO GECOM-RFP-26-001

This Agreement is entered into by and between the Guam Ethics Commission ("GECOM"), an agency of the Government of Guam, whose address is 134 W. Soledad Avenue Citadel Building Suite 406 Hagåtña, Guam 96910 and [VENDOR] ("Contractor"), whose address is:

WHEREAS, pursuant to Title 5, Guam Code Annotated, Section 5216, GECOM issued a Request for Proposals for Research Services for the Development of the Guam Ethics Commission Trust Meter (Request for Proposal No. GECOM-RFP-26-001) (the "RFP") giving adequate notice of the need for such services; and

WHEREAS, GECOM has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GECOM to have such services performed under contract; and

WHEREAS, the Contractor submitted a statement of qualifications and an interest in providing such services in response to the RFP; and

WHEREAS, the Contractor was determined in writing by the head of the purchasing agency or a designee of such officer to be best qualified to serve as GECOM's Research Firm for the Development of the Guam Ethics Commission Trust Meter based on the evaluation factors set forth in the RFP, and fair and reasonable fees were agreed to between the parties.

WHEREAS, Contractor responded to the RFP by submitting a proposal ("Proposal") to provide Services in accordance with the RFP, and was selected as the Best Qualified Offeror;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GECOM desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

///

Section 1. Statement of Services to Be Performed

1.1. Scope of Work

The selected qualified firm will be responsible for conducting a comprehensive study that includes, but is not limited to, the following components:

- Survey Design: Develop a well-structured instrument that includes both quantitative and qualitative measures of trust across various sectors.
- Sampling Strategy: Identify and implement a representative sample of the population across different demographics (age, gender, socioeconomic status, etc.) to ensure the study results are accurate and reflective of Guam's population.
- Data Collection: Administer the instrument through appropriate methods, including but not limited to online surveys, phone interviews, and in-person interviews, as deemed necessary.
- Data Analysis: Analyze the collected data using appropriate statistical methods and tools to generate meaningful insights about public sentiment and generate a baseline metric of public trust.
- Reporting: Provide a detailed report, including:
 - A summary of key findings and trends.
 - A comparative analysis of trust levels across different sectors.
 - An evaluation of factors driving trust (or distrust) in various government institutions.
 - Recommendations for improving trust and engagement for the Guam Ethics Commission and public officials.
- Presentation: Present the findings to the Guam Ethics Commission and relevant stakeholders, including an executive summary and recommendations.
- Identify and describe methods or processes related to fielding analysis, or other related work, while still achieving the aforementioned objectives.
- Obtain islandwide sentiments or input on Government Trust from a representative sample of randomly selected respondents whose demographics of Guam's population are weighted to reflect area populations for the north, central, and south.
- The Contractor may propose additional research to analyze and report on subpopulations (ethnic groups, employment, or by other individual or household/social graphic characteristics)
- The contractor shall review and utilize any relevant data, where applicable, to track key resident sentiments toward government operations and their impact on community trust over time.
- The contractor shall develop infographics summarizing key findings and indicators in line with GECOM branding.
- The contractor shall provide ongoing consultation with the Guam Ethics Commission to ensure survey progress and attainment of project objectives, as well as obtain GECOM approval of the final survey instrument, final report, and any presentations.
- Contractor shall provide a final report and/or completed Survey no later than the 4th quarter of Fiscal Year 2026 (July-September 2026). GECOM will have complete ownership of all related projected data and reports.

1.2. Contractor Provisions of Resources

Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the Services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the Services called for in this Agreement in a competent, professional manner, in line with the Services of a

typical Contractor engaged in the same and similar field as Contractor herein. GECOM may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall ensure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

1.3. Other Work

GECOM acknowledges and agrees that Contractor may provide Services to other clients, persons or companies apart from the Services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of Services herein. In the event GECOM discovers or determines that the Contractor is providing Services to a third party which conflicts with or hinders the performance of Services under this Agreement, Contractor must immediately cease performing those third-party services upon being provided written notice by GECOM and GECOM may invoke any further available remedies under the terms of this Agreement.

1.4. Location of Services

Contractor shall perform the Services under this Agreement in both Guam and the Contractor's primary place of business as deemed necessary to satisfy the Scope of Work.

Section 2. Term of Agreement

2.1. Contract Term

It is anticipated that the firm will commence work from the Agreement execution date. The contractual obligation of both parties shall be for up to five consecutive financial years, commencing in the 2nd Quarter of Fiscal Year 2026, through September 30, 2026, for the initial fiscal year, with the option to renew annually, subject to fiscal year-end performance reviews, availability, and certification of funds from each fiscal year.

This Agreement may be renewed annually, at the sole discretion of the GECOM, for an additional one-year period but not to exceed the total contract term of five (5) years, by written notice. GECOM is not obligated to renew the Agreement and does not have to give a reason if GECOM elects not to renew.

2.2. Cancellation

In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs in accordance with 2 GAR, Div. 4, §3121(e)(1)(G).

Section 3. Compensation

3.1. Compensation for Services

Contractor shall receive compensation from GECOM for Services provided and will be made in installments agreed upon and tied to satisfactory completion and progress of assigned tasks and/or deliverables. The total amount of compensation for the initial term of this Agreement shall not exceed unless agreed to in writing by the parties.

3.2. Expenses

Contractor shall be solely responsible for all expenses incurred in the performance of Services under this Agreement unless otherwise expressly provided for herein.

3.3. No Compensation Prior to Approval of Agreement

GECOM shall not be liable to Contractor for any Services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for Services performed in expectation of this Agreement prior to its full execution.

3.4. Final Payment

Final payment shall be made upon satisfactory performance of all Services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GECOM a release in form approved by GECOM of claims against GECOM arising under this Agreement.

3.5. Early Termination

A. By GECOM

GECOM reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

i. Termination without Cause

GECOM may terminate this Agreement without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

ii. Termination in the Best Interest of the Government of Guam

GECOM may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of Services under this Agreement to the satisfaction of GECOM.

iii. Termination for Cause/Default (2 GAR, Div. 4. §6101 (8))

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 Procurement Officer may notify the Contractor in writing of the delay or non performance and if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, 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 Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. 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.

iv. Termination for Convenience (2 GAR, Div. 4. §6101(10))

The Procurement Officer may, when the interests of GECOM so required, terminate this Contract in whole or in part, for the convenience of GECOM. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contract 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 Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GECOM. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

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 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with this section. The Procurement Officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GECOM and the contract price of the work not terminated. Absent agreement of a settlement, the Procurement Officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided 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; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) 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 and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the number of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor

i. Termination for Cause

Contractor shall notify GECOM in writing of deficiencies or default in the performance of GECOM's duties under this Agreement. GECOM shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to

be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory Services rendered up to the termination date and GECOM shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of Services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform Services after the termination date.

C. Termination/Modification for Lack of Funds

GECOM may terminate or modify this Agreement based upon a lack of funding. In such an event, GECOM shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Additional Provisions

In the event that either party effects an Early Termination, it is expressly provided that GECOM may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

3.6. Contact Person

The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the Services being performed hereunder and who shall be responsible to the questions and direction of GECOM. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GECOM reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

3.7. Confidentiality

A. Information

The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. 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 Contractor to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GECOM. All of the Information shall be returned promptly after use to GECOM and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GECOM, and then only 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.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law; (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement; or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability

Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

3.8. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GECOM to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GECOM shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GECOM and provide such statement to GECOM.

3.9. Waiver

No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

3.10. Severability

If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein shall continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

3.11. Survival of Warranties

All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

3.12. Fees and Expenses

Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

3.13. Notices

All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be affected by personal delivery, or by mail (registered or certified, postage prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GECOM: Guam Ethics Commission Attention:

134 West Soledad Avenue, BOH Building Suite 406, Hagåtña, Guam 96910

TO CONTRACTOR: [VENDOR]

3.14. Assignment/Subcontractors

It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of GECOM. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

3.15. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

3.16. Scope of Agreement

This Agreement and its attachments, the RFP, and Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof

and; (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GECOM each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

3.17. Captions

All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

3.18. Counterparts

This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

3.19. Governing Law and Forum Selection

Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

3.20. Compliance with Laws.

A. In General

The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment

The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

C. Americans with Disabilities Act

Contractor agrees to comply with the Americans with Disabilities Act which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

D. Clean Air Act and Federal Water Pollution Control Act

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

E. Federal Lobbying Restrictions and Disclosures

Contractor certifies, and shall submit documents of such certification as required, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor also agrees to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

F. Drug Free Workplace Act

Contractor agrees to comply with the requirements of the Drug Free Workplace Act contained in 41 U.S.C. 81.

3.21. Retention and Access to Records and Other Review

The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by GECOM. GECOM agrees to comply with reasonable requests of Contractor to provide access to all documents and GECOM property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

3.22. Liability

A. Indemnification

Contractor shall indemnify and hold harmless GECOM and its officers, agents, Board members and employees from or on account of any claims, losses, expenses, injuries, damages, actions, lawsuits, judgments, or liability resulting or arising from (but only to the extent caused or contributed to by) the negligent or wrongful act or omission of the Contractor or its employees, officers, directors, contractors, agents, representatives, successors, or assigns, in the performance or nonperformance of Services under this Agreement.

B. GECOM not Liable

GECOM assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of Services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GECOM. No officer, agent, or employee of GECOM shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GECOM assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

3.23. Delays, Extensions and Suspensions

GECOM unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GECOM. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions

for the performance of Contractor's Services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

3.24. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions

GECOM shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. GECOM shall have the power to make changes in the Agreement 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 or due to a change in law. GECOM shall give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GECOM materially alters the obligations of the Contractor, or the benefits to GECOM, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GECOM shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any actor function contrary to law. GECOM and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GECOM and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

3.25. Independent Contractor and its Employees

A. Status of Contractor

The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional Services for GECOM, and are not employees of GECOM. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GECOM at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 1, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GECOM a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or

bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GECOM for the Contractor.

B. Liability

The Contractor assumes responsibility for its personnel and subcontractors providing Services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify GECOM, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or; (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance

Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies GECOM from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

3.26. Disclosure

The Contractor hereby represents that it has disclosed to GECOM all matters regarding Contractor which if not disclosed to GECOM would materially affect GECOM's decision to enter into this Agreement with Contractor.

3.27. Disposition of Property and Materials; Intellectual Property Rights

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GECOM, regardless of whether Contractor is in possession of such Work Product, and may be used by GECOM without permission from Contractor and without any additional costs to GECOM.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GECOM. Contractor explicitly acknowledges that GECOM possesses exclusive rights to the Work Product arising out of this Agreement.

Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GECOM.

3.28. Mandatory Representations by Contractor

A. Persons Convicted of Sex Offense

Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GECOM of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GECOM will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GECOM, and Contractor shall notify GECOM when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GECOM, then GECOM in its sole discretion may temporarily suspend this agreement.

B. Gratuities and Kickbacks

Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. Contingent Fees

Contractor warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.

D. Ethical Standards

Contractor warrants 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 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

3.29. Disputes

A. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GECOM procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer 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. The procurement officer 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. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GECOM; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GECOM has made a written determination that continuation of work under the contract is essential to public health and safety.

B. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

3.30. Attachments, Exhibits, Schedules, and Entire Agreement

This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties.

3.31. Computation of Time

Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

3.32. Amendments/Modifications

Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. Changes To Work

Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefore, may be made by a written Change Order signed by an authorized representative of GECOM and Contractor. A Change Order may only be made on the condition that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for Services, GECOM shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. Extension of Time to Perform Services

This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GECOM and Contractor. A modification to extend time to perform Services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.

IN WITNESS HEREOF, the parties have entered into this Agreement on the date indicated by their respective signatures:

GUAM ETHICS COMMISSION

Nico A.C. Fujikawa, Guam Ethics Commission Executive Director
Authorizing Official

Date: _____

CERTIFIED FUNDS AVAILABLE:

Kristin C.D. James, Guam Ethics Commission Program Coordinator, Certifying Officer

Date: _____

Account Number: _____

Amount: _____

[INSERT NAME OF CONTRACT HERE]

By: _____

Date: _____

