



REQUEST FOR PROPOSAL

Digital Halloween Presence on Goodwill.org

06/01/2015

Adam Stiska

Mobile and Digital Strategies

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All proposals and related materials become the property of the Goodwill Industries International, Inc. (GII) and may be returned only at its option.

GII is not obligated to accept any proposal or to negotiate with any proposal. All transactions are subject to the final approval of GII who reserves the right to reject any or all proposals without cause for liability.

All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation, information or presentation) will be borne by the Proposal Remitter.

SECTION A – REQUEST ISSUE

Goodwill Industries International, Inc. is requesting sealed Proposals from qualified firms/vendors for developing an interactive Halloween presence on Goodwill.org. Proposals shall be received at GII until 5PM (EST), on 06/06/2015. No public disclosure shall be made until after award of the contract.

All inquiries regarding this Proposal shall be directed to:

Goodwill Industries International
Attention: Adam Stiska
15810 Indianola Drive
Rockville, MD 20855
(240) 333-5330
adam.stiska@goodwill.org

SECTION B - PROJECT SCOPE

Describe what GII is attempting to accomplish with this request and any pertinent background information.

1. Background

With more than 3,000 stores, Halloween is one of the busiest times for store traffic at Goodwills. This year, Goodwill Industries International (GII) seeks to develop a comprehensive, interactive web presence around our Halloween efforts to drive engagement, interest and foot traffic to Goodwills across North America.

2. Scope of Work

To accomplish this effort, the selected vendor will produce the following:

- A new WordPress template for Goodwill.org integrating current year's Halloween marketing campaign collateral and creative assets.
- An interactive costume generator allowing users to input their name or initials of their name to generate unique costume ideas and list the necessary costume components needed to create the costume.
 - The generator should also include the ability share out the costume ideas via popular social media channels and include the ability to randomly generate costume ideas.
- An in-page version of the Goodwill Locator (<http://www.goodwill.org/locator>), built on Google Maps framework, themed for Halloween, displaying local Goodwill stores based on the user's IP address, initially, then changeable based on user-inputted ZIP code or city and state searches.
- Integration of partner creative assets to cross-sell partner Halloween offerings.
- The ability to transform the homepage of Goodwill.org into a Halloween themed user experience using animation and including GII and partner creative assets. Functionality and navigation of homepage would remain consistent.

3. Tasks

- Kickoff Meeting
- Analytics
- Beta Testing
- Deployment
- Training and Documentation

4. Deliverables

Describe in detail all of deliverables and timeline associated with this project.

Name	Description	Deadline
1. Kick-off Meeting	Conduct a remote kickoff meeting with GII staff to review scope of work, technical requirements, deliverables and key points of contact.	1 day around July 1st
2. Analytics	Integrate key analytics into development of assets to assess how often users interact with and visit all Halloween-related assets.	Defined during Kick-off Meeting. Integrated as part of Beta and Final deployment.
3. Beta Testing	Develop Halloween assets as scoped during Kick off meeting for testing by GII	4-6 weeks following Kick-off meeting

Name	Description	Deadline
	<p>staff.</p> <p>Vendor will provide comprehensive User Acceptance Testing (UAT) procedure as part of the this process.</p> <p>Following feedback to vendor by GII staff, vendor will integrate changes, corrections and in-scope updates to code and redeploy on GII-hosted beta testing site for confirmation that code and features comply with all requirements.</p>	<p>1-2 following each round of revision</p>
4. Final Deployment	<p>In conjunction with GII IT staff, deploy all final, approved files to Goodwill.org during deployment window of GII's choosing.</p>	<p>1-2 Days</p>
5. Training and Documentation	<p>Provide written technical documentation to GII content and IT staff to manage, update and maintain the new code.</p> <p>Provide one-hour virtual training on management of new code to GII staff.</p>	<p>1-2 Days following successful deployment of code on Goodwill.org</p>

5. Cost Proposal

The all-inclusive project budget should include expenses relating to the scope of work detailed in Section II – Scope of Work. Specific items that must be included in the project budget:

- An all-inclusive flat rate fee.
- Details of the estimated number of project hours, which includes:
 - Estimated cost for the attending the kickoff meeting (onsite).
 - Estimate of total project expenses.

SECTION C - INSTRUCTIONS TO PROPOSERS

1. Proposals shall be addressed and delivered electronically in .PDF or .DOC format to: adam.stiska@goodwill.org
2. Proposals received after the time for closing shall be returned to the Proposer unopened.
3. Proposal shall be submitted as one (1) electronic copy.
4. Proposer may withdraw Proposals at any time during this process.
5. GII reserves the right to conduct discussions with Proposers, to accept revisions of Proposals, and to negotiate price changes. GII shall not disclose any information derived from Proposals submitted or from discussions with other Proposers.
6. Proposers submitting Proposals, which meet the selection criteria and which are deemed to be the most advantageous to GII may be requested to give an oral presentation to a selection committee. A designated representative shall accomplish scheduling of these oral presentations.
7. Proposals shall be submitted in the format shown in Section D. Proposals in any other format may be considered informal and rejected. Conditional Proposals shall not be considered. An individual authorized to extend a formal Proposal shall sign all Proposals. Proposals that are not signed may be rejected.
8. GII reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, at award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. GII also reserves the right to hold all Proposals for a period of ninety (90) days after the opening date and to accept a Proposal not withdrawn before the scheduled Proposal opening date, and to negotiate with any Proposer considered qualified or make any award without written discussion.
9. The successful Proposer shall be expected to enter into a standard form of contract approved by GII. GII's contract terms and conditions shall be included herein. These terms and conditions shall be incorporated into the contract between GII and the successful Proposer.
10. Prospective Proposers may submit requests for any changes to GII's terms and conditions. However, Proposals that shall be contingent upon any changes to the terms and conditions shall be at a competitive disadvantage in the Proposal evaluation process. Further, if GII chooses not to accept the alternate terms and conditions, GII may reject such Proposals as non-responsive.

11. GII shall not reimburse the Proposer the costs associated with responding to the Request for Proposal.

SECTION D - PROPOSAL FORMAT

Follow the format shown below in submitting your Proposal. The total proposal, including cover letter, exhibits and attachments of all kinds, shall not exceed 16 single sided pages.

1. Cover letter of introduction.
2. Firm/professional history and professional qualifications and certifications.
3. Description of all team members to be utilized in performance of this project including short form resumes.
4. Technical Proposal in detail including the Proposer's proposed method of accomplishing tasks.
5. Cost proposal, as well as an hourly rate schedule for all team members.
6. Experience of Proposer with similar/like projects, with illustrative exhibits.
7. Client references on similar projects.
8. Exceptions to Terms and Conditions, Section G.
9. Additional comments or final summary.
10. Signed Proposal Certification, Section H.

SECTION E - QUALIFICATIONS AND EVALUATION CRITERIA

1. Qualifications

GII expects that the personnel supporting this project will possess the following skills, experience, and expertise:

- Experience developing interactive digital presence, including advanced CSS, jQuery, JSON and HTML5
- Experience with digital marketing campaigns
- Familiarity with WordPress CMS and PHP development
- Familiarity with Windows Server environment

2. Evaluation Criteria

Proposals shall be evaluated on the following basis:

- (a) Demonstrated expertise in this particular field
 - i. Proposer's experience with similar/like projects
 - ii. Client references and their recommendations
 - iii. Qualifications and availability of principal participants

- (b) Overall quality of the technical proposal
 - i. Methodology for task accomplishment
 - ii. Application of multi-media approach to training
- (c) General quality and adequacy of response
 - i. Completeness
 - ii. Expressed understanding of the requirements of the RFP
 - iii. Responsiveness to terms and conditions
- (d) Cost Proposal

SECTION F – ADDITIONAL INFORMATION

1. General Terms

All proposals submitted for the goods and/or services requested herein must include all the associated warranties, and any other relevant information that would be beneficial in evaluating the proposal.

2. Consideration

GII reserves the right to consider special or unique features that may be included in your proposal. GII also reserves the right to determine the relative weights to be accorded to the various factors considered in the selection process. Price alone will not be the sole determining factor in the selection process.

Proposals must address all questions contained in this RFP and agencies should include any additional information that would enhance their proposals and help GII in making its selection decision.

3. Proposal Content

The information provided herein is intended to assist agencies in responding properly to this RFP. GII believes that this RFP provides interested agencies with sufficient information to submit proposals that meet minimum requirements. However, this information is not intended to limit the content of a proposal or to exclude any relevant or essential data. Agencies are encouraged to include additional information that will substantiate their service capabilities, product quality and support commitment.

4. Right to Accept or Reject

GII reserves the right to select one, or none, of the proposals submitted. Further, GII reserves the right to accept or reject all or parts of any proposal received and to waive any informality or technicality in any proposal received. Price alone will not be the sole determining factor in the selection process. All proposals should be valid for a period of at least 180 days from the proposal due date. Any exceptions to this request must be addressed by the vendor in its proposal. GII also reserves the right to request samples for evaluation. Any request will be reasonable in quantity, as deemed by GII, so as not to cause any undue financial hardship or burden to the vendor, and any such request will not be billable to GII.

5. State and Local Taxes

GII and the Goodwill members are exempt from federal excise taxes. Exemption certification information can be provided by GII and the Goodwill members upon request. Such taxes should not be included in

quoted prices. However, if the vendor believes any taxes apply, they shall be shown separately. If not stated, they will be considered as an expense of the vendor.

SECTION G – TERMS AND CONDITIONS

The selected Vendor shall be expected to enter into a standard form of contract approved by GII. GII's contract terms and conditions are included herein. These terms and conditions shall be incorporated into the contract agreement between GII and the successful vendor ("Contractor").

Prospective agencies may submit requests for any changes to GII's contract agreement terms and conditions with a noted reference to this Section V – Terms and Conditions.

1. Term

The term of the proposed contractual agreement (the "Term") will be negotiated upon award of the contract, but is anticipated to begin on July 1st, 2015 and will end on November, 1st, 2015. The Term may be extended by mutual written agreement of Contractor and GII. Both GII and the Vendor reserve the right to terminate this agreement prior to expiration of the Term, without cause, with thirty (30) days prior written notice to the other party. In addition, either party may terminate this agreement immediately upon written notice to the other party, if the other party breaches any material provision of this agreement. Upon termination of this agreement for any reason, Contractor shall be entitled to payment for Services satisfactorily rendered through the termination date, but shall not be entitled to any other compensation whatsoever.

2. Fees and Expenses

In consideration of the Services and Contractor's other agreements contained in the proposed agreement, GII will pay Contractor an amount to be negotiated upon award of the contract. The terms of such payments will also be subject to negotiation upon award of the contract.

3. Statement of Work and Performance

The Contractor's scope of work, term of engagement, compensation and payment schedule are described in Schedule A as attached. No other amounts will be due or payable without prior written authorization of GII.

Contractor agrees to perform the services in a professional, technically competent and timely manner, in accordance with industry standards and all applicable laws, rules and regulations, and in a manner consistent with the scientific, educational, charitable and literary purposes of GII within the meaning of Section 501(c)(3) of the Internal Revenue Code. Contractor shall obtain all licenses and permits and pay all fees required to comply with such laws and regulations. Contractor shall provide the equipment and materials used to perform the services and provide personnel who are appropriately trained and qualified to fulfill Contractor's obligations hereunder. In performance of the services, Contractor will not infringe any patent, copyright, trade secret or other proprietary right of any person or entity.

4. Work and Work Product

All works and work product prepared or deliverable under the terms of this Agreement, in whatever stage of completion, are irrevocably assigned to GII and shall remain the property of GII, except in the instance of previously copyrighted materials used in the work or work product that are known to be the property of another party. All copyright interests of the works deliverable under this Agreement are considered "works made for hire" and are the sole property of GII. Upon termination or expiration of this Agreement, Contractor shall immediately deliver to GII all materials and property belonging to or created for GII.

Regarding any materials that may be used or referenced during the course of this engagement that were developed by the Contractor or other party prior to such engagement, Contractor certifies he/she is either the lawful owner of these materials or legally authorized to use said materials. Contractor agrees to indemnify and hold harmless GII and its agents, representatives and successors for use of any materials by the Contractor that are unauthorized or unlawfully obtained during the term of this Agreement. For this reason, Contractor is responsible for providing curriculum or training materials to the GII representative for review prior to use or dissemination. All activities shall be in accordance with GII's regulations and policies.

Contractor warrants that the Contractor has all the rights and permission to use all proprietary information belonging to any third-party that is included in any final deliverable pursuant to this Agreement. Contractor indemnifies GII from any third-party claim arising from infringement or other lack of permission.

5. Independent Parties

Contractor is an independent contractor, to whom GII shall have no obligation as an employer. GII will not pay or withhold, and Contractor will hold GII harmless from costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employee-employer relationship. Contractor shall pay its own expenses, including but not limited to all salaries and commissions to Contractor's employees, occupational taxes in the form of licenses to engage in or to conduct business, and all taxes including, but not limited to taxes that may be assessed on the personal property and equipment of Contractor used in the conduct of Contractor's business. Neither party is authorized by the other under this Agreement to act on behalf of or in the name of the other party or any of their affiliates or subsidiaries. Neither party shall have the authority to bind the other in contract, debt or otherwise.

6. Indemnification/ Insurance

Both parties shall indemnify, defend, and hold harmless the other including its officers, directors, employees, members and agents, and each of them, from any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses, and charges which the other may incur to any third-party arising out of any act, omission, breach of this Agreement, or other activity conducted by the other party or its agents in connection with this Agreement. Contractor will maintain \$2 million aggregate/\$1 million per occurrence liability policy limits and include GII as an additional insured. Contractor will provide GII with a Certificate of Insurance verifying the Liability and Workers Compensation coverage and naming GII as a certificate holder for the term of this Agreement.

7. Confidentiality

During the term of this Agreement, both parties shall act in the best interest of the other. Both parties acknowledge that they may have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, copyrights, logos, trademarks, financial and operational information and membership lists. Both parties expressly agree not to use or disclose such information in any manner or for any purpose at any time during or after the effective term of this Agreement, except as required by law or as required during the course of the other's work, unless authorized in writing by the other. Any and all uses of confidential or proprietary information, materials, or property shall be subject to advance review and approval by the other. Upon expiration or termination of this Agreement, each party shall return any such information to the other.

8. Conflicts of Interest

Contractor represents and warrants that it has no business, professional, personal or other interest, including but not limited to the representation of other clients, that would conflict in any manner with the performance of its obligations under this Agreement. Contractor agrees immediately to inform GII in

writing if any such conflict of interest arises during the term of this Agreement, and GII may immediately terminate this Agreement upon receiving such notice.

9. Termination

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. GII shall pay the Contractor a pro rata share for services rendered up to the period at which termination occurs but GII shall not be obligated to make any additional payment to the Contractor except to reimburse Contractor for expenses expressly authorized by GII. Upon termination, the Contractor shall return all unearned prepayments or deposits and deliver to GII all GII information or materials that is in the Contractor's possession or control.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written terms of this Agreement, and/or the policies or reasonable directive(s) of GII, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, GII at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

The cost of the contractors Services provided to the point of termination will be invoiced to GII.

10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to GII:	Goodwill Industries International, Inc. Attn: Contracts Manager 15810 Indianola Drive Rockville, MD 20855
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Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

11. Non-Disclosure

During the term of this Agreement and for a period of three (3) years thereafter, neither party will use or disclose any Confidential Information (as defined below) of the other party except as specifically contemplated herein. The foregoing restrictions will not apply to information that (a) has been independently developed by the receiving party, (b) has become publicly known through no wrongful act of the receiving party, (c) has been rightfully received from a third-party authorized to make such disclosure, (d) has been approved for release by the disclosing party in writing, or (e) is required to be disclosed by law or a competent legal tribunal.

For purposes of this Section, the term "Confidential Information" means: (i) Content, prior to publication, (ii) any GII distribution, reach or readership statistics, such as number of visitors/unique viewers, page views, etc., and (iii) any information that is "confidential" or "proprietary." Upon expiration or termination of this Agreement for any reason, Partner will promptly and at the direction of GII either destroy, or return to GII, and will not take or use, all items of any nature that belong to GII, its vendors or other customers and all records (in any form, format, or medium) containing or relating to Confidential Information.

12. Representations and Warranties

Contractor hereby represents and warrants to GII that: (a) it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) its execution of this Agreement does not and will not violate any agreement to which Contractor is a party or by which Contractor is otherwise bound, or any applicable law, rule or regulation (including those regulating the use and distribution of content on the Internet and protection of personal privacy); (c) all products and/or services offered, sold or otherwise provided as part thereof, including without limitation Contractor's Internet site (including any links to other Internet sites), do not and will not (i) violate any third party intellectual property rights (including, but not limited to, copyrights, trademarks, service marks or any other proprietary, publicity or privacy right) or give rise to any obligation for the payment of any sums to any third party by GII or GII's successors in interest; (ii) violate any criminal laws or any rights of any third parties, including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity; (iii) include any material that is: unlawful, harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law.

13. Miscellaneous

- (a) Nothing in this Agreement will create a joint venture, agency, franchise, sales representative or employment relationship between the parties.
- (b) Captions are inserted only for convenience and are not to be construed as part of this Agreement.
- (c) No representations were made or relied upon by either party, other than those expressly set forth in this Agreement.
- (d) This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.
- (e) This Agreement shall be governed, enforced, performed and construed in accordance with the laws of the State of Maryland (except those conflicts of laws provisions which would defeat application of Maryland substantive law). Any controversy or claim arising out of or related to this Agreement shall be brought solely in the state or federal courts sitting in the state of Maryland, and Partner irrevocably consents to personal jurisdiction in the state and federal courts sitting in Maryland; provided, however, that either party may enforce any judgment rendered by such court in any court of competent jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.
- (f) In the event an account is referred to a third party for collection, Partner agrees to pay all reasonable collection fees including reasonable attorneys' fees and court costs incurred to effect collection. Neither party may assign, sub-license, transfer, encumber or otherwise dispose of this Agreement (other than to a person, firm or entity controlling, controlled by or under common control with the assigning party or in connection with a sale of all or substantially all of the assigning party's assets) without the other party's prior written approval.
- (g) Any attempted assignment, sub-license, transfer, encumbrance or other disposal without such consent shall be void and shall constitute a material default and breach of this Agreement. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.
- (h) All terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in

any purchase order submitted to GII for the services contemplated hereunder.

- (i) This Agreement does not constitute an offer by GII and it shall not be effective until signed by both parties.
- (j) This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Partner and GII by their respective duly authorized representatives.
- (k) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (l) Neither Party shall be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which shall include, but not limited to any store, flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any cause or matter whatsoever not within the reasonable control of the Parties. In the event of such a force majeure, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this agreement.
- (m) If any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.
- (n) This Section 133, and Sections XX (Statement of Work and Performance), XX (Work and Work Product), XX (Indemnification), XX (Confidentiality), XX (Conflicts of Interest), XX (Non-Disclosure) and XX (Representations and Warranties) shall survive termination, along with any other provisions that might reasonably be deemed to survive such termination.

SECTION H - PROPOSAL CERTIFICATION

Date: [Enter Current Date]

TO: Adam Stiska
Goodwill Industries International

The undersigned certifies that to the best of his/her knowledge: (*check one*):

- ☐ There is no officer or employee of GII who has, or whose relative has, a substantial interest in any Contract award subsequent to this Proposal.
- ☐ The names of any and all public officers or employees of GII who have, or whose relative has, a substantial interest in any Contract award subsequent to this Proposal are identified by name as part of the submittal.

The undersigned further certifies that their firm (*check one*) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify GII of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Proposal and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

Signed:	By (print name):
Company:	Title:
Address:	Phone Number:
AN AUTHORIZED AGENT OF THE PROPOSER SHALL SIGN PROPOSAL CERTIFICATION	