



## **REQUEST FOR PROPOSAL**

### **Goodwill.org Website Redesign**

**10/12/2016**

**Adam Stiska, Director of Mobile and Digital Strategies**

**MarComm & Donated Goods Retail**

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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 to deliver a website redesign, including templates, plugins, content management system core update and supporting online files, for [Goodwill.org](http://Goodwill.org).

Proposals shall be received at GII until October 26, 2016, at 5 p.m. EST. No public disclosure shall be made until after award of the contract.

All inquiries regarding this Proposal shall be emailed to:

Goodwill Industries International  
Attention: Adam Stiska  
[adam.stiska@goodwill.org](mailto:adam.stiska@goodwill.org)  
(240) 333-5330

## **SECTION B – PROJECT SCOPE**

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To better meet mission and business goals of Goodwill Industries International (GII), the organization will redesign its primary point of digital presence — [Goodwill.org](http://Goodwill.org).

The redesign will include wireframing, design compositions, code development, deployment and technical support for a 45-day window post-launch for the home and interior pages of Goodwill.org, code development as well as technical support.

GII seeks a vendor able to integrate usability research and customer experience into the design and technical process with validation from users aligned with key audience personas provided by GII.

Key objectives for this redesign include:

- The simplification of the Goodwill Locator tool found on the website homepage, on a dedicated landing page at [www.goodwill.org/locator/](http://www.goodwill.org/locator/) and as a navigation strip on all other interior pages.
- The consolidation of brand storytelling. Currently, multiple pages exist on Goodwill.org articulating the business, mission and impact of the brand. As a result of this redesign, GII seeks to centralize and streamline the storytelling elements into a more central location.
  - Specific attention will be given to Goodwill Industries International’s Annual Report landing page, [www.goodwill.org/annual-report/](http://www.goodwill.org/annual-report/), with the intended outcome to evaluate the effectiveness of this resource for brand storytelling and any recommended design and development improvements to improve the effectiveness.
- The enhancement of the Goodwill Impact Calculator, currently located beneath the map area on the Goodwill Locator page: [www.goodwill.org/locator/](http://www.goodwill.org/locator/). In addition to the current features, the new and improved calculator should be redesigned and programmed to demonstrate the suggested tax savings for particular items as well as the environmental

benefits of diverting particular items from going into landfills. Integrate the new and improved calculator with the Goodwill.org account feature to facilitate tracking of donations and resultant impact over time. Offer a stand-alone version of the new and improved calculator on website to those without Goodwill.org accounts.

- Enhance the current custom takeover screen plugin to promote the ability to view selected content on mobile devices on either the website or on the Goodwill Industries International Locator App available on [iOS](#) and [Android](#) devices.
- Integrate new ability to receive ongoing website feedback. GII is currently evaluating ways to measure website satisfaction and will collaborate with the winning vendor on selected tool.
- Update the design of the website to be within leading industry standards and practices, especially mobile-optimized solutions including mobile accelerated pages, while promoting Goodwill's brand and style.
- Evaluate current RSS to Email integration between WordPress and MailChimp to implement system improvements and enhancements for email subscribers.
- Evaluate current push notification functionality to make improvements to push notification subscribers on the Goodwill Industries International Locator App.
- Stabilize and improve the account registration process, including user progression, email confirmation process, password resets and account lockout process. Adapt input fields on registration forms to mobile devices to facilitate completion of new accounts and improve account maintenance.
- Update WordPress core and plugins.

## 1. Background

Goodwill works to enhance the dignity and quality of life of individuals and families by strengthening communities, eliminating barriers to opportunity, and helping people in need reach their full potential through learning and the power of work.

Working to better our 164 member agencies and 13 international affiliates, Goodwill Industries International delivers leadership, resources, training and other supports worldwide.

### Technology

#### *Content Management System*

The current instance of Goodwill.org runs on a self-hosted instance of WordPress. Goodwill Industries International seeks to maintain its current content management system while ensuring the latest core and plugin updates are implemented as part of the redesign project.

### User Research

#### *Usability Testing*

To better understand current perception of the website's usability, GII evaluated the current design of the Store Locator feature, subpage layout and user flow. The results of this evaluation will be made available to the selected vendor to inform recommendations for improvements in these areas.

## 2. Scope of Work

High-level tasks and scopes of work for this project include:

- **Website Design (Style)**  
Provide wireframes and composition designs to Goodwill Industries International internal stakeholders aligning with web style and brand guidelines.
- **Website Design (Functionality)**  
On the homepage, integrate new locator design; user registration and customization features; key calls to action and mission-focused storytelling. Default store locator results should be automatically returned based on user's current location.

On subpages, integrate ability to search Goodwill locations, sign up for an account or manage an existing account, as well as integrate relevant components, features and plug-ins.

- **Development and Deployment**  
The website design must be coded and deployed using *Responsive and Adaptive Design* principles.

## 3. Tasks

1. Kickoff Meeting
2. Homepage, Locator and Subpage Wireframes
3. Homepage, Locator and Subpage Design Compositions
4. Homepage, Locator and Subpage Templates Responsive Coding
5. Beta Deployment and Testing
6. Final Deployment and Testing
7. Technical Support for 45 Calendar Days

#### 4. Deliverables

The following section outlines project phases and timelines. This schedule should serve as a guideline for the tasks and sub-tasks to be completed. However, GII encourages bidding vendors to revise the timeline and deliverable schedule to align with your own processes and resources.

Name	Description	Deadline
<b>1. Kickoff Meeting</b>	<p>Review redesign goals, timeline, deliverables and shared resources.</p> <p>Set vendor and GII expectations for communication and feedback.</p> <p>Identify homepage requirements and subpage template types as well as components, features and plugins from existing subdomains for deployment on subpages.</p>	1 week following project launch
<b>2. Homepage, Locator and Subpage Wireframes</b>	Develop, review and deliver homepage, locator and subpage wireframes based on project requirements and according to GII brand and style guidelines.	
a. Design two wireframe options for both the homepage, locator and standard subpage template — six total wireframes		2 – 3 weeks following <b>Kickoff Meeting</b>
b. GII review of wireframes		1 week following <b>2a</b>
c. Round of revision, based on GII feedback and determination of final wireframes for homepages, locator and subpages		1 week following <b>2b</b>
d. GII review of finalized wireframes		1 week following <b>2c</b>
e. GII sign-off and approval of final wireframes		1 – 2 days following <b>2d</b>

<p><b>3. Homepage, Locator and Subpage Design Compositions</b></p>	<p>Conduct development, end user validation, review and delivery of homepage, locator and subpage design compositions based on project requirements and according to GII brand and style guidelines.</p>	
<p>a. Design three (3) compositions for the homepage; receive feedback from end users representing key persona groupings on preferred designs (e.g., “Paper Prototyping”) — GII to provide personas</p>		<p>2 – 3 weeks following <b>Homepage and Subpage Wireframes</b></p>
<p>b. GII review of homepage design compositions</p>		<p>1 week following <b>3a</b></p>
<p>c. Round of revision, based on GII feedback and determination of final composition for homepage</p>		<p>1 week following <b>3b</b></p>
<p>d. Design compositions for Locator and standard subpage template based on approved style of homepage; receive feedback from end users representing key persona groupings on designs (e.g., “Paper Prototyping”)</p>		<p>1 week following <b>3c</b></p>
<p>e. GII review of Locator and subpage template design compositions</p>		<p>1 week following <b>3d</b></p>
<p>f. Round of revision, based on GII feedback and determination of final compositions for Locator and subpage template</p>		<p>1 week following <b>3e</b></p>
<p>g. GII sign-off and approval of final wireframes</p>		<p>1 – 2 days following <b>3f</b></p>
<p><b>4. Homepage, Locator and Subpage Templates Responsive Coding</b></p>	<p>Slice and code finalized design compositions using responsive and adaptive design principles.</p>	
<p>a. Delivery of working homepage, locator and subpage prototypes on vendor’s servers</p>		<p>3 – 4 weeks following approval of <b>Homepage and Subpage Wireframes Design Compositions</b></p>

b. End-user validation of functionality, features and development via task-based testing with end users representing key personas provided by GII		1 – 2 weeks following <b>4a</b>  <i>NOTE: Ongoing changes to the code may be required based on end-user feedback.</i>
c. GII User Acceptance Testing		1 – 2 weeks following <b>4b</b>  <i>NOTE: During this time GII will be communicating fixes on an ongoing basis.</i>
<b>5. Beta Deployment and Testing</b>	Package, deliver and provide technical support for launch of homepage, Locator, subpage templates and supporting files on beta.goodwill.org.	
a. Delivery of all code, including WordPress theme, templates plugins and files to GII		1 week following <b>Homepage, Locator and Subpage Templates Responsive Coding</b>
b. GII user acceptance testing		1 week following <b>5a</b>
c. Technical support during implementation on GII servers		Ongoing, until GII certifies template and files work on beta servers
<b>6. Final Deployment and Testing</b>	Package, deliver and provide technical support for launch of homepage, Locator, subpage templates and supporting files on www.goodwill.org.	
a. Transferal of all code, including WordPress theme, templates plugins and files to production servers		1 week following <b>Homepage, Locator and Subpage Templates Responsive Coding</b>
b. GII user acceptance testing		1 day following <b>6a</b>
c. Technical support during implementation on GII servers		Ongoing, until GII certifies template and files work on production servers
<b>7. Technical Support for 45 Calendar Days</b>	Provide prompt responses and technical support to issues and bugs reported by GII of new website.	
a. Technical and troubleshooting support		Ongoing for 45 calendar days following <b>Final Deployment and Testing</b>



## 5. Cost Proposal

The all-inclusive project budget should cover all expenses relating to the scope of work detailed in Section 2 – Scope of Work. Specific items that must be included in the project budget are:

- An all-inclusive fixed rate with pricing divided by project phase.
- Details of the estimated number of project hours, which includes:
  - Estimated cost for the attending the kickoff meeting (on site).
  - Estimate of total project expenses.
  - Identification and inclusion of third-party tools and services.
- **The total budget should not exceed: \$80,000**

## SECTION C – INSTRUCTIONS TO PROPOSERS

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1. Proposals shall be addressed and delivered electronically to:

Goodwill Industries International  
Attn: Adam Stiska  
15810 Indianola Drive  
Rockville, MD 20855
2. Proposals received after the time for closing shall be returned to the Proposer unopened.
3. In keeping with GII's sustainability practices, proposals shall be submitted in one (1) electronic copy to [adam.stiska@goodwill.org](mailto:adam.stiska@goodwill.org).
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 can be 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**

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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**

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### **1. Qualifications**

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

- Strong customer portfolio
- Financially stable
- Technological expertise, capacity and stability
- Ability to deliver all project phases
- Proven experience to perform end-user research
- Proven ability to translate user research into effective website design and development solutions
- Proven experience implementing user registration and WordPress customization solutions
- Deep website design and coding experience

- Past performance incorporating responsive and adaptive design principles
- Award-winning redesign client portfolio

## **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
- (b) Overall quality of the technical proposal
  - i. Methodology for task accomplishment
  - ii. Application of methodology to achieve project requirements
- (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**

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### **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**

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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 G – 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 in November 2016 and will end in April 2017. 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. Work of this kind includes, but is not limited to, source code and working design files. 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 the Contractor:                    **[NAME]**  
    **[STREET ADDRESS]**  
    **[CITY, STATE & ZIP CODE]**

If to GII:                                        Goodwill Industries International, Inc.  
    Attn: Contracts Manager  
    15810 Indianola Drive  
    Rockville, MD 20855

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: 10/12/2016

TO: Adam Stiska  
Goodwill Industries International

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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.

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