



**REQUEST FOR PROPOSAL**  
**Labor Market**  
**Industry Assessment Information Tool**

**July 24, 2015**

**Dr. Matthew Vile**

**Research and Development**

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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, which 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 – PROPOSAL REQUEST

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Goodwill Industries International, Inc. (GII) is requesting Proposals from qualified firms/vendors for developing a Labor Market Industry Assessment Information Tool. **Proposals shall be received on or before 5:00 PM (EST), on Friday, August 7, 2015.** No public disclosure shall be made until after award of the contract.

All inquiries regarding this Proposal shall be directed to:

Dr. Matthew Vile  
Goodwill Industries International  
240-333-5389  
[Matthew.vile@goodwill.org](mailto:Matthew.vile@goodwill.org)

## SECTION B - PROJECT SCOPE

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### 1. Background

Goodwill Industries® has helped people go to work since 1902. Goodwill trains people for careers in fields such as hospitality, technology and health care. Through its network of 165 member Goodwill organizations, it provides employment, job training and other community-based programs for people with disabilities, those who lack education or job experience, and others facing challenges to finding employment.

As we continue to emerge from the global recession, employment opportunities are changing in demand and scope and are often highly competitive. These factors have raised the bar for workforce development providers to respond to the skill demands of employers and the training needs of persons served. In an effort to answer the demand for skilled workers, educators and workforce development agencies such as Goodwill must demonstrate the ability to identify labor market trends and trajectories using both historical and real time data.

In 2008, Goodwill Industries International, Inc. (GII) published the *Community Needs Assessment Guide* for its membership and in 2009 launched the *How to Conduct a Community Needs Assessment* web-based training. These resources have dramatically impacted the way member Goodwills plan for services. A well-researched community needs assessment (CNA) provides a fact-based foundation for designing programs, informs budgeting, and influences strategic planning.

To further strengthen Goodwill's capacity to understand the communities we serve, GII procured a web-based labor market analysis platform in 2012 to support its members in analyzing the economic context in which services are offered. A web-based labor market information (LMI) analysis platform that can provide an intimate understanding of local industry, specific occupational requirements, and individual business hiring trends is the most efficient and effective methodology to enable member Goodwills to gain access to this information.

GII and its members have garnered important insights into the value and use of both traditional and real-time labor market information since 2012. Additionally, LMI tools and services have

evolved and changed over the past three years as market demands change. To leverage GII's deeper understanding of value and new market offerings, GII is re-procuring this service.

## **2. Scope of Work**

Through the development of the labor market industry assessment information tool, GII will provide Goodwill member organizations with access to relevant, current labor market information (both real-time and traditional LMI) through a web-based protocol. The following are considered core elements of the project:

1. Present real-time and traditional labor market information (LMI) at local, county, state, and national level.
2. Provide functionality to define custom geographic regions for assessment based on Goodwill member territory structures. With some exceptions, Goodwill territories are defined by county boundaries.
3. Provide historical, current, and projected traditional data.
4. Include industry, occupation, program/educational, demographic, and economic development data.
5. Provide timely updates of all databases as new/updated data become available.
6. Provide functionality to support authorized user access for 15 unique users (14 named users for GII, one rotating license for member agencies).
7. Provide functionality and optimize performance for 15 concurrent users.
8. Compliance with Section 508 of the Rehabilitation Act to ensure the technology is accessible to people with disabilities.

## **3. Tasks**

A responsive proposal will describe in detail how the following tasks would be accomplished:

1. Deploy a web-based data-mining solution.
2. Update databases with most current LMI data as appropriate based on Bureau of Labor Statistics (BLS) and other data source dissemination schedules.
3. Provide training to GII users.
4. Provide documentation of estimation and imputation methodologies.
5. Provide ongoing technical support (e.g., method of support, support hours, escalation path).
6. Develop report to be released quarterly to 158 members Goodwills\*.
7. Identify the technology that will be used in the solution. Specify any licensing and hardware considerations for end-user workstations.
8. Clearly identify in reports the primary source and estimation status of all reported data points.
9. Provide a pricing structure for member agencies to buy their own licenses directly.
10. Describe and illustrate your project plan with deliverables and associated cost.

\*Extra consideration will be provided to responses that include access to Canadian data and provide similar information to report to seven Goodwill members in Canada.

#### 4. Project Deliverables

Deliverable	Description	Deadline
1. Web-based labor market analysis tool deployment	Vendor will deploy a web-based labor market information analysis tool with real-time and traditional LMI data.	September 1, 2015
2. Customize tool to Goodwill specifications	GII will provide geographic boundary files and vendor will establish, test and verify customized regions within the tool.	October 1, 2015
3. Training for tool utilization	Vendor will provide training to GII staff after tool deployment	October 1, 2015
4. Template member Goodwill report	Vendor will provide common report templates to be used by Goodwill agencies; updated reports issued quarterly	November 13, 2015

#### 5. Project Budget

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

- Estimated number of hours for each deliverable.
- Project expenses, if not included in flat rate.
- All costs associated with your solution including licensing, maintenance, and hardware.
- When costs will be incurred (i.e., one-time fee vs. ongoing billing)
- Narrative description of each of your cost categories for your proposed solution and any budget items that may be supplied by a sub-contractor.
- Your professional service fee rate structure.

### SECTION C - INSTRUCTIONS TO PROPOSERS

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To be guaranteed the fullest consideration, **all proposals should be submitted electronically on or before 5:00 PM EDT, Friday, August 7, 2015.** Proposal should be presented in a concise manner outlining product offerings and detailed cost estimates.

#### A. Remittal Information

1. *Proposals should be submitted electronically to:*

*Dr. Matthew Vile  
Director, Research and Development  
Goodwill Industries International  
[Matthew.vile@goodwill.org](mailto:Matthew.vile@goodwill.org)*

2. Proposals received after the time for closing may not be reviewed.
3. Agencies may withdraw proposals at any time during this process.
4. GII reserves the right to conduct discussions with agencies, 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 agencies.
5. Any Vendor that submits a proposal that meets the selection criteria and is 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.
6. Proposals shall be submitted in the format shown in Section B below. Proposals in any other format may be considered informal and rejected. Conditional proposals shall not be considered.
7. 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 Vendor considered qualified or make any award without written discussion.
8. The selected Vendor 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 Vendor.
9. Prospective agencies 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.
10. GII shall not reimburse agencies the costs associated with responding to the Request for Proposals.

## **B. 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 10 pages**.

1. Cover letter of introduction.
2. Firm/professional history and professional qualifications and certifications.
3. Describe specific ability to provide this service, including ability to provide training and product support.
4. Description of all team members to be utilized in performance of this project, including short-form résumés and pertinent contact information.
5. Organizational history and experience performing tasks as described in the scope of work/deliverables.
6. Technical proposal in detail including the Vendor's proposed method of accomplishing tasks including a detailed timeline.

7. Cost proposal with itemized cost elements, as well as an hourly rate schedule for all team members.
8. Experience of Vendor with similar/like projects, with illustrative exhibits or describe experience with Goodwill Industries and /or use of this program in projects of similar focus and scope.
9. Three client references on similar projects and contact information.
10. Exceptions to Terms and Conditions, Section V.
11. Additional comments or final summary.

### **C. Selection Criteria**

GII will select the vendor that offers the proposal that is in GII's best overall interest. GII reserves the right to accept none of the proposals received. GII will award the contract according to criteria shown below and reserves the right to award the contract to the Vendor that may not be highest in commissions offered and/or lowest in fees charged.

In determining the successful Vendor, GII will consider, but not be limited to, the following selection criteria:

#### **1. Capabilities**

- a) Vendors responding to this RFP must demonstrate the skills, resources and experience necessary to create and edit professional documents, tools and resources, and provide high quality material promptly.
- b) The selected vendor must be able to provide quick turnaround deliverables and perform in a tight deadline.
- c) Must have a working familiarity with GII.

#### **2. Evaluation Criteria**

Proposals shall be evaluated on the following basis:

- (a) Demonstrated expertise in this particular field:**
  - i. Vendor's experience with similar/like projects
  - ii. Client references and recommendations
  - iii. Ability to meet program schedule requirements
  - iv. Qualifications and availability of principal participants
- (b) Overall quality of the technical proposal:**
  - i. Product features
  - ii. Product support
- (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 D – ADDITIONAL INFORMATION**

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### **A. General Terms**

1. 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. All proposals and related materials become the property of the Goodwill Industries International, Inc. (GII) and may be returned only at its option.
3. GII is not obligated to accept any proposal or to negotiate with any Proposal Remitter. All transactions are subject to the final approval of GII, which reserves the right to reject any or all proposals without cause for liability.
4. 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.

### **B. 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.

### **C. 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.

### **D. 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.

### **E. 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 E – 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 basic contract terms and conditions are included herein. Certain terms may differ depending on the nature of the engagement. 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.

### **1. 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 (to be attached when statement of work is finalized). 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.

### **2. 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 the 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.

### **3. 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.

#### **4. Indemnification / Insurance**

Both parties shall indemnify, defend, and hold harmless the other including its officers, directors, employees, members and agents, 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, or breach of this Agreement. Contractor will maintain a general liability insurance policy of \$1,000,000 per occurrence and \$2,000,000 aggregate and statutory workers' compensation insurance including employers' liability with minimum limits of \$1,000,000 each accident naming GII as co-insured during the term of this Agreement and will provide proof of such insurance upon request by GII.

#### **5. Confidentiality**

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 member information. 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 upon request. 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

#### **6. 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.

#### **7. 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 upon request.

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.

## 8. 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]  
Attn: [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.

## 9. Representations and Warranties

Contractor hereby represents and warrants to GII that: (a) it has the full 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.

## 10. 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 law 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 Contractor 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) 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 Contractor 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 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 J, and Sections D (Indemnification/Insurance), E (Confidentiality), F (Conflicts of Interest) and I (Representations and Warranties) shall survive termination, along with any other provisions that might reasonably be deemed to survive such termination.

**SECTION F – PROPOSAL CERTIFICATION**

Date:

TO: 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>			