

Request for Proposal
Research to Understand Local Goodwill Organizations'
Perspectives Regarding E-commerce

Date of Issuance: September 20, 2017

Contact:

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Goodwill Industries International, Inc.

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All information provided in this Request for Proposals (RFP) is proprietary for this purpose only. Information cannot be released without written permission from Goodwill Industries International (GII).

All proposals and related materials will become the property of GII and may be returned only at the organization's option.

GII is not obligated to accept any proposal or to negotiate on 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 providing supplementary documentation, information or presentation) will be borne by the proposal remitter.

COMMON LANGUAGE

This section provides a list of commonly used acronyms and words in the Goodwill network.

- **DGR** – Donated Goods Retail
- **GII** – Goodwill Industries International, Inc.
- **Member** – one of the 162 local, autonomous Goodwill organizations
- **SIPC** – Strategic Issues Planning Committee of the GII Board of Directors

SOLICITATION SUMMARY

Goodwill Industries International, Inc. (GII) is requesting proposals from vendors to explore and document local Goodwill organizations' perspectives on e-commerce strategies, tactics and plans for the future. This process is anticipated to include the following elements:

- A. Vendor refines member pre-survey education resources for local Goodwill organizations, survey and interview documents and processes.
- B. Vendor engages the GII Board of Directors Strategic Issues Planning Committee (SIPC) and Executive Council of Conference of Executives to provide input regarding pre-survey education resources, survey and interview documents and processes.
- C. Vendor conducts and analyzes survey of all local Goodwill organizations.
- D. Based on survey analysis, vendor seeks deeper and more detailed understanding of member perspectives by facilitating and analyzing results from segmented focus groups composed of representatives such as the Executive Council of Conference of Executives, members not using e-commerce and members using e-commerce but not operating site/storefront/app.
- E. Vendor conducts and analyzes individual interviews of members operating sites/storefronts/apps.
- F. Vendor reports results to SIPC, the GII Board and the membership in separate virtual or in-person engagements.

Questions, requests for more information or statements of intent to respond to this RFP must be submitted via email on or before September 26, 2017. Any addendums to this RFP and all responses to questions will be emailed to all vendors that submitted questions or otherwise indicated their intent to submit a proposal. Please direct all inquiries regarding this RFP to Wendi Copeland, senior vice president of strategy and advancement, at Wendi.Copeland@goodwill.org.

Questions directed at other GII team members or GII members may result in vendor disqualification.

Proposals are due and must be received by GII on before 5:00 p.m. ET on October 4, 2017. Late proposals may not be accepted. All proposals must be submitted in electronic format (.doc, .docx or .pdf). Vendor selection and contract award is planned to be announced on or around October 20, 2017. No public disclosure of award shall be made until after award and acceptance of the contract.

SECTION I – INTRODUCTION

This section provides a background of Goodwill Industries International (GII), explains the objective of this RFP and provides a timeline for both the RFP process and the execution of the work.

A. Background of Goodwill

The mission of Goodwill is 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. Goodwill Industries International is a network of 162 autonomous 501(c)(3) community-based organizations in the United States and Canada with a presence in 13 other countries. Each of these independent local Goodwill organizations pay membership dues to Goodwill Industries International which in return provides supports like brand management, grant funding and technical assistance.

Autonomous Goodwill members are sustainable social enterprises that fund job training programs, employment placement services and other community-based programs by selling donated clothing and household items in more than 3,200 stores and online at shopgoodwill.com® and a dozen or so other e-commerce sites. For the past two years, Enso listed Goodwill as the #1 brand doing the most good in the world in their Brand World Value Index. Goodwill members also earn revenue and create jobs by contracting with

businesses and government agencies to provide a broad range of commercial services such as packaging and assembly, food services preparation, document imaging and shredding.

Last year, Goodwill connected 313,000 people with employment in the United States and Canada. More than two million people worked to build their career and financial assets by engaging with Goodwill team members. In addition, more than 34 million people used computers and mobile devices to access Goodwill education, training, mentoring and online learning services to strengthen their skills.

B. Understanding Local Goodwill Organizations' Perspectives on E-commerce

Across the network of autonomous local Goodwill organizations, there is variability in which e-commerce mechanisms are used and the extent of their use. The GII Board of Directors' Strategic Issues Planning Committee has authorized research to understand local Goodwill leaders' perspectives regarding e-commerce.

C. Objectives for the Engagement

GII is committed to understanding, supporting and helping equip local Goodwill organizations so they can operate effectively in an increasingly competitive environment. GII seeks a vendor to provide professional services that will design, deploy, evaluate and report on local Goodwill organizations' perspectives on e-commerce. Elements of the engagement will include and not be limited to exploration and documentation of local Goodwill organizations' perspectives on e-commerce strategies, tactics and plans for the future. Objectives of the work include:

1. Engage with local Goodwill leaders via virtual means to establish a common understanding of e-commerce terms, opportunities, risks and other elements to help equip members to offer input using common terminology.
2. Effectively design, deploy and interpret surveys, focus groups and interviews to garner local Goodwill organization input regarding their perspectives on e-commerce.
3. Clearly communicate results of research to multiple audiences.

Current Assumptions; Expect Others to Emerge

1. Some local Goodwill organizations are strengthening existing e-commerce mechanisms.
2. Some local Goodwill organizations are innovating new e-commerce mechanisms.
3. Some local Goodwill organizations are not engaging in e-commerce.
4. Some Goodwill leaders are concerned about brand fragmentation with diverse e-commerce mechanisms.

D. RFP Timeline

This section provides a timeline of the RFP process. The RFP is subject to change, and notice in writing of any changes will be provided whenever feasible. GII reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to any vendor or potential vendor.

Event	Date
Issuance of RFP	September 20, 2017
Online Bidders Conference	September 25, 2017
Technical questions/inquiries due	September 26, 2017
Technical questions answered	September 27, 2017
Proposals due	October 4, 2017
Evaluation of proposals	October 6, 2017
Invitations to select vendors for interviews	October 9, 2017
Interviews and demonstrations	October 16 - 18, 2017
Anticipated selection of finalist	October 18 - 20, 2017
Contract negotiation and award	October 20 – 27, 2017

SECTION II – SCOPE OF WORK, SPECIFICATIONS, AND REQUIREMENTS

This RFP is for GII to enter into a relationship with a vendor to provide professional services that will design, deploy, evaluate and report on local Goodwill organizations' perspectives on e-commerce. Elements of the engagement will include and not be limited to exploration and documentation of local Goodwill organizations' perspectives on e-commerce strategies, tactics and plans for the future. Potential steps might be:

- A. Vendor refines member pre-survey education resources for local Goodwill organizations, survey and interview documents and processes.
- B. Vendor engages SIPC and Executive Council of Conference of Executives to provide input regarding pre-survey education resources, survey and interview documents and processes.
- C. Vendor conducts and analyzes survey available to all 162 local Goodwill organizations.
- D. Based on survey analysis, vendor seeks deeper and more detailed understanding of member perspectives by facilitating and analyzing results from three to seven segmented focus groups composed of representatives such as the Executive Council of Conference of Executives, members not using e-commerce and members using e-commerce but not operating site/storefront/app.
- E. Vendor conducts and analyzes individual interviews of five to ten local Goodwill organizations operating sites/storefronts/apps.
- F. Vendor reports results to SIPC, the GII Board and the membership in separate virtual or in-person engagements.

SECTION III – PROPOSAL EVALUATION CRITERIA

GIJ will select the vendor that offers the proposal that is in the Goodwill network's best overall interest. GIJ also reserves the right to accept none of the proposals received. GIJ will award the contract according to criteria shown below. In determining the successful Vendor, GIJ will consider, but not be limited to, the following selection criteria:

1. Qualifications and experience of the proposed project team
 - a. Experience with survey, focus group and interview research and analysis
 - b. Evaluation of product examples/demonstrations
 - c. Other relevant experience
 - d. References
 - e. Strength of references and reputation of entities
2. Cost

SECTION IV – PROPOSAL PREPARATION INSTRUCTIONS

To expedite the evaluation process, all information in the proposal should be organized and presented as directed below. The total proposal must be e-mailed together in Microsoft Word (.doc or .docx) or Adobe Acrobat (.pdf) format. Font must be Arial 11 point. Links to online examples may be included. All proposals shall be assembled in accordance with the following format:

1. Proposal Certification (from Appendix A)
2. Cover Letter
3. Table of Contents
4. Entity(ies) Profile
 - a. Full legal name(s)
 - b. Year business(es) established
 - c. Description of entity(ies) and related work
 - d. Organizational structure
 - e. A general history of the entity(ies)'s past three years
 - f. A list of clients with similar needs
 - g. Evidence of financial stability and capability
5. Sub-contractor Profile
 - a. Entity(ies) Profile
 - b. Full legal name(s)
 - c. Year business(es) established
 - d. Description of entity(ies) and related work
 - e. Organizational structure
 - f. A general history of the entity(ies)'s past three years

- g. A list of clients with similar needs
- h. Evidence of financial stability and capability
- 6. Qualifications and Experience (7 page limit)
- 7. Evidence of successful completion of a project of similar size and complexity
- 8. Information of successful engagement with the proposed subcontractor in a similar project
- 9. Tentative Project Schedule (2 page limit) Below you will find a tentative schedule which includes important events for this project. Please complete the chart by providing dates for each event shown and add additional events as you see fit. Include a copy of this completed chart in your proposal. The purpose of this is for GII to better understand the time necessary for the implementation partner to successfully complete this project.

Event	Date
Award of contract	
Weekly progress check-ins	
Delivery of draft products	
Delivery of refined products	
Engage input from GII team members	
Delivery of products updated based on GII team member input	
Engage input of GII Board's SIPC and COE Executive Council	
Delivery of products updated based on Board member input	
Conduct research: survey, focus groups and interviews	
Report research to target segments	Second week of December

- 10. Response to Service Requirements (10 page limit) Detailed explanation of how each of the requirements and sub-requirements included in Section II of this document will be met. Please answer in the same sequential order as Section II.
- 11. Reference List / Relevant Experience (three required; limit one page per reference; nonprofit preferred)
 - a. Organization's name, address and website
 - b. Qualified and willing to comment on the implementation and use of the proposed system
 - c. Description of the system delivered, including any differences from the system proposed for GII
 - d. Indicate whether they would be willing to demonstrate their system to GII
- 12. Cost Proposal
- 13. Appendices (10 page limit) If desired, vendor may provide additional material needed to support their proposal.

SECTION V – PROPOSAL SUBMISSION INSTRUCTIONS

- 1. Proposals are due and shall be received by GII on or before 5:00 p.m. ET on October 4, 2017. Proposals should be presented in a concise manner outlining product offerings and detailed cost estimates. No public disclosure of award shall be made until after award of the contract.
- 2. Proposals should be emailed to Wendi Copeland, senior vice president of strategy and advancement, at Wendi.Copeland@goodwill.org.
- 3. Proposals received after the above deadline may not be considered.
- 4. Proposals shall be submitted via email with supporting documentation attached.
- 5. Vendor may withdraw its proposal at any time during this process.
- 6. GII reserves the right to conduct discussions with vendors, 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 vendors.
- 7. Any vendor submitting a proposal that meets the selection criteria and is deemed to be the most advantageous to GII may be asked to give an oral presentation to a selection committee. A GII representative shall contact the selected vendor(s) to schedule the oral presentations.
- 8. Proposals shall be submitted in the format described in the Proposal Preparation Instructions above. Proposals in any other format may be rejected. Conditional proposals shall not be considered.
- 9. 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 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.

10. GII shall not reimburse the vendor for any costs associated with responding to this RFP.

SECTION VI – PROPOSAL SELECTION AND NOTIFICATION

A select number of vendors determined by GII to possess the capacity to compete for this contract will be invited to present their solution to GII team members for consideration. These presentations will be conducted at GII's headquarters or via webinar. Written notification will be sent to these vendors via e-mail. Those vendors not selected for the negotiation phase will not be notified. After presentations, the GII selection committee will choose one vendor to move into the negotiation phase of this process.

This RFP does not commit GII to select a proposer or to award an agreement to any proposer. GII reserves the right to accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. Proposals which are qualified with conditional clauses or alterations or include items not called for in the RFP documents or irregularities of any kind are subject to disqualification by GII at its option.

SECTION VII – COMMUNICATION REGARDING RFP

An online bidder's conference will be held from 3:30 – 4:30 p.m. ET on September 25, 2017, via Adobe Connect. Information regarding participation in the bidder's conference will be distributed in a separate email. Questions or requests for more information regarding this RFP must be submitted via email on or before September 26, 2017. Vendors' inquiries, questions and requests for clarification related to this RFP are to be directed in writing to:

Wendi Copeland
Senior Vice President of Strategy and Advancement
Goodwill Industries International
Wendi.Copeland@goodwill.org

GII will make every attempt to respond to questions within two business days and reserves the right to decline to respond to any inquiry, question, concern or request. In addition to responding to individual questions, GII will e-mail all parties a Q&A document which includes all submitted questions and corresponding answers. This compiled Q&A document will be sent to prospective vendors by September 27, 2017. Unless otherwise specified, GII will reply back to the e-mail addresses of parties who submitted questions. If an interested party would like to add or change the e-mail address which receives e-mails from GII, please specify by e-mail.

SECTION VIII – ADDITIONAL INFORMATION

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. All transactions are subject to the final approval of GII who 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 IX – TERMS AND CONDITIONS

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.

A. 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.

B. 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.

C. 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.

D. 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

E. 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 to immediately 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.

F. 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.

G. 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.

H. 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.

I. 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.

APPENDIX A - PROPOSAL CERTIFICATION

Date:

TO:

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 his/her 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.

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