



REQUEST FOR PROPOSAL

Video Production Project:

Goodwill® GoodGuides® Youth Mentoring Program

January 20, 2012

TraKisha McNeil

Marketing and Brand Development

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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.

SECTION I – PROPOSAL REQUEST

Goodwill Industries International (GII) is seeking services from a video production company to create two long-form videos, approximately four to seven minutes in length, each showcasing Goodwill® GoodGuides® youth mentoring program. The videos will be utilized in various conferences, trainings, and other venues to promote the GoodGuides program and the importance of providing safe and quality mentoring relationships with trusted adults.

Background Information

Goodwill Industries® was established in 1902 and incorporated in 1910 to improve the quality of life of people with disabilities and other disadvantages. GII collectively provides employment, job training, work placement services and other community services to more than 2.4 million people in the United States and Canada, and is one of the nation's top 5 most valuable and recognized nonprofit brands (Cone, 2009) and the second largest nonprofit organization in the United States according to Forbes.com.

The Goodwill enterprise is composed of Goodwill Industries International, Inc. (GII) and 165 autonomous Goodwill Member agencies that operate nearly 2,600 stores across the United States and Canada. Each local Goodwill member is a separate 501(c)(3) corporation. All Goodwill Members are local, independent, community-based nonprofit corporations. Through a member agreement, GII provides leadership for local Goodwill Members and represents the membership before national and international organizations.

Goodwill is an entrepreneurial leader, environmental pioneer, and social innovator of “reduce, reuse, repurpose.” Through its entrepreneurial business model of collecting and selling donated goods, Goodwill helps communities recycle usable items in environmentally sound ways and prevents items from piling up in local landfills. By selling donated goods in its retail stores and online, Goodwill creates thousands of jobs and billions in revenues that fund job training and other programs across North America and contributes to the economic health of local communities. The Goodwill enterprise served more than 2.4 million people in 2010 and placed over 170,000 people in jobs, an increase of 7 percent over 2009. These individuals earn an estimated \$2.7 billion in wages.

Goodwill® GoodGuides® is a national youth mentoring program for youth ages 12-17 who are at risk of delinquency. GoodGuides is administered by GII, which for more than 100 years has been strengthening lives, families and communities by providing individuals with the resources they need to succeed.

GoodGuides focuses on three primary areas:

1. **Career awareness**, which exposes youth to a multitude of employment options, helps them define career goals, and shows them what it takes to achieve their employment choices.
2. **Education**, including mentoring, tutoring, encouragement for school success, and improvements in social competency skills that help youth develop appropriate responses to their environment.
3. **Opportunity**, including exposing youth to new experiences, new choices, and new visions of their future, with connections to resources to help them achieve their dreams

SECTION II - PROJECT SCOPE

A. Project Background

GoodGuides Youth Mentoring Program is an initiative launched in 2009 by Goodwill Industries International in 38 states via 56 Goodwill locations nationwide. The project's purpose is to increase awareness of effective strategies of mentoring relationships and maintaining the safety of youth.

GoodGuides seeks to build relationships between youth, peers and adults that are safe and foster mutual trust and respect. Mentoring relationships between youth and adults build self esteem, improve school performance, and are effective in helping youth problem solve and improve their outlook for the future. Youth, mentors and staff provide clear guidelines for youth safety while increasing personal awareness and advocacy on behalf of others in potentially unsafe situations.

B. Project Scope of Work

Working with GII subject matter experts, the vendor selected will plan, videotape, edit and execute all pre- and post-production tasks to create and deliver two videos, approximately 4 to 7 minutes in length, about the GoodGuides youth mentoring program. In addition to the 2 videos, the vendor will write, produce, and create 1-/:30 second public service announcement and 1/:15 second public service announcement about the GoodGuides program.

The first video will include interviews with youth and mentors highlighting strengths of the mentoring relationship and strategies for addressing common problems. The second video will include interviews with youth, mentors, and GoodGuides local staff on tips for maintaining youth safety. Utilizing footage gathered for the videos, the public service announcement will feature the GoodGuides program with a dual call to action to donate clothing and household items to Goodwill to support GoodGuides and/or to volunteer to become a youth mentor.

C. Project Tasks

1. Pre-Production:

All pre-planning for the video including consultation meetings, concept development, location shoot planning and overall management of the production will be the responsibility of the vendor. This scope will include:

- Regular meetings with GII subject matter experts (in person or by phone) to gather insight and knowledge about the program and expectations for the video.
- Concept development and submission of a treatment/video outline for GII review and approval.
- Development and implementation of a production timeline.
- Work with GII staff members to organize location shoots and interviews.
- Scripting as needed depending on concept for the video and the PSAs. Vendor will work with GII staff to develop story structure, write narration, and compile potential sound bites to gather during interview process. A final script with the narration and potential sound bites outlined should be written and approved by GII prior to shoot days.

2. Production:

Vendor will be responsible for executing all video shoot days. It is estimated that three full days (8 to 10 hours each) of shooting will be necessary for completion of this project. Vendors will need to include in their proposal the shoot days cost estimates for all elements that they deem needed to complete the video project including the cost to travel to shoot locations.

The shoot days (3 in total) will include: filming interviews with youth, mentors and local GoodGuides staff at a Goodwill location in Ohio; exterior and interior video and additional videos/sound bites will be captured. Filming will take place in one locations.

Video Shoot elements to include:

- HD camera package.
- Complete lighting package necessary to facilitate shoot days including (as needed) truck and delivery of lighting equipment to shoot locations.

- Vendor will provide necessary video crew personnel:
 - o Photographer
 - o Grip/gaffer
 - o Makeup artist
 - o Audio technician (if needed)
- Hard drive (if needed) digital media to transfer and store HD footage.
- Vendor should budget necessary funds to support crew travel including transportation, lodging, and meals in accordance with GII travel policy (attached).
- Mileage to and from shoot location and possible parking expenses should be factored into overall production budget.
- Additional equipment for facilitation of production (as needed) could include:
 - o Jib (robotically controlled camera crane) and Jib Operator
 - o Teleprompter and operator

3. Post Production

The following elements will be the responsibility of the vendor:

- Editing
- Transcription/close-caption
- Graphic design
- Animations (if needed)
- Vendor will incorporate any existing footage along with any stock footage GII can obtain into the final video edit
- Narrator/voice over talent and appropriate usage rights
- Narrator recording session (if not bundled with the narrator fee)
- Audio bed – vendor must obtain royalty free music and obtain appropriate documentation/license for use of that music in the final video

4. Final Video Delivery

- Provide all raw footage on a hard drive.
- Master Copies via tape, DVD, or digital file (1 for each version)
- Close captioning with 3 DVD master copies (1 for each video and 1 for each PSA)
- Transcription of final script of the videos and PSAs (close-captioning)
- 2 sets of 30 labeled, close-captioned DVD copies (total of 60 – one set will have a menu with the 2 videos, and the other set will have a menu with the 2 PSAs)

D. Project Deliverables and Critical Dates

The selected vendor will meet with GII's team to outline objectives; develop parameters; and set goals, objectives, and deliverables as well as timeframes for each deliverable. The vendor will keep GII abreast of challenges, concerns and confirm schedule timing. The following timeline and deliverable due dates should be used as a framework in the development of submitted proposals. Vendor is responsible for allocating enough staff to complete work by end of contract:

Deliverable	Due Date
Pre-Production: Concept development, initial meetings, and production planning	February 8, 2012
Production planning and script completed	February 17, 2012
Production: Shoot dates TBD – shooting will occur in February for onsite interviews for the videos – shooting location will depend on GII staff coordinating and weather.	Week of February 20, 2012
Post Production: Preliminary rough cut delivered	March 2, 2012
First round revisions complete	March 19, 2012
Second round revisions complete	March 26, 2012
Final revisions completed	March 30, 2012
Delivery of close captioned masters and dubs	March 30, 2012

E. Project Budget

The all-inclusive project budget should include expenses relating to the scope of work detailed in Section II – Project Scope, reasonable crew travel expenses in accordance with GII travel policy (attached), equipment or equipment rental, materials and the finished deliverables.

Due to budget constraints, any proposal exceeding \$52,000 will not be considered. Payment cannot exceed \$450 per day per person assigned to work on the project.

SECTION III – PROPOSAL PROCESS

To be guaranteed the fullest consideration, **all proposals should be submitted on or before 12 noon EST, Monday, January 30, 2012.** Proposal should be presented in a concise manner outlining product offerings and detailed cost estimates.

Any addendums to this RFP will be emailed to all of the vendors invited to submit proposals.

A. Remittal Information

1. Proposals shall be delivered via email to TraKisha.McNeil@goodwill.org
2. Proposals received after the time for closing shall remain unopened and will not be considered.
3. Proposals submitted as hard copies or in CD format will not be considered.
4. Agencies may withdraw proposals at any time during this process.
5. 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.
6. 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.
7. 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. 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 vendor considered qualified or make any award without written discussion.
9. 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.
10. 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.
11. 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, and when printed, shall not exceed 16 single-sided pages. All demo video clips should not exceed 5 minutes.

1. Cover letter of introduction.
2. Signed proposal certification, Section VI.
3. Firm/professional history and professional qualifications and certifications.
4. Description of all team members to be utilized in performance of this project, including short-form résumés.
5. Technical proposal in detail including the vendor's proposed method of accomplishing tasks.
6. Project budget; detailed budget based on estimated cost; not to exceed \$54,000.
7. Experience of vendor with similar/like projects, with illustrative exhibits.
8. Client references on similar projects.
9. Exceptions to Section V - Terms and Conditions.
10. Additional comments or final summary.

C. Selection Criteria

GII will select the company that offers the proposal that is in GII's best overall interest. GII also 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 the lowest in fees charged.

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

1. Demonstrated expertise in this particular field
 - i. Proposer's experience with similar/like projects
 - ii. Client references and their recommendations
 - iii. Qualifications and availability of principal participants
2. Overall quality of the technical proposal
 - i. Methodology for task accomplishment
3. General quality and adequacy of response
 - i. Completeness
 - ii. Expressed understanding of the requirements of the RFP
 - iii. Responsiveness to terms and conditions
4. Cost Proposal
 - i. Project budget - detail
 - ii. Budget does not exceed \$54,000
5. Project Timeline - Project must be completed by March 30, 2012.

SECTION IV – ADDITIONAL INFORMATION

A. 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.

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 V – TERMS AND CONDITIONS

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

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

A. Term

The term of the proposed contractual agreement (the "Term") will be negotiated upon award of the contract, but is anticipated to begin on February 6, 2012 and end March 30, 2012. 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.

B. 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.

C. Performance

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.

D. 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.

E. 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.

F. Indemnification

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.

G. 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.

H. Conflict of Interest Statement

Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed by Vendor to GII in writing, neither Contractor nor any employee or subcontractor of Vendor has any conflict of interest that could impair their objectivity in performing the Services or otherwise interfere with their performance of the Services. In addition, during the Term, Contractor will not provide, or propose to provide services to, or own an interest in, or serve as a director, officer, trustee, employee, agent or independent contractor of any individual, company, organization, and/or entity, if the services to be provided to such individual, company, organization or entity or any activities conducted by such individual, company, organization or entity are in conflict with or give the appearance of being in conflict with GII's mission and/or ethical standards.

Contractor agrees that if after execution of this agreement Vendor discovers a conflict of interest with respect to this agreement, Vendor shall make an immediate and full disclosure in writing to GII, which shall include a description of the action, which Vendor has taken, or intend to take to eliminate or neutralize the conflict. GII may, however, terminate the contract immediately upon written notice to Contractor if, in the sole discretion of GII, the conflict cannot be effectively eliminated.

Contractor acknowledges and agrees that any breach by Contractor of the foregoing representations and covenants regarding conflicts of interest shall be deemed to be a breach of a material provision of this agreement that may result in immediate termination of this agreement by GII.

I. Termination

Either party may terminate the proposed 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.

J. Assignment/Subcontracting

Contractor may not assign its rights or obligations under this agreement to any third party without GII's prior written consent. In the event that Contractor subcontracts with a third party to provide any of the Services (which may be done only with GII's prior written consent), Contractor shall require each subcontractor to make representations and covenants similar to those set forth in this agreement, including without limitation provisions with respect to *Confidential Information*, *Work and Work Product*, and *Conflict of Interest*.

K. Non-Disclosure

During the term of the proposed 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.

L. Miscellaneous

- a) Nothing in the proposed Agreement will create a joint venture, agency, franchise, sales representative or employment relationship between the parties.
- b) The Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Maryland. All claims, actions, proceedings and disputes arising out of this Agreement shall be commenced exclusively in Maryland and all parties consent to personal jurisdiction in Maryland.

SECTION VI - PROPOSAL CERTIFICATION

Date:

TO: Goodwill Industries International
TraKisha McNeil
Marketing and Brand Development

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

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

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

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

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