



REQUEST FOR PROPOSAL

Labor Market

Industry Assessment Information Tool

April 6, 2012

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 who reserves the right to reject any or all proposals without cause for liability.

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

SECTION A – PROPOSAL REQUEST

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, May 11, 2012.** 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

SECTION B - PROJECT SCOPE

1. Background

Goodwill Industries® has helped people go to work since 1902. Goodwill trains people for careers in fields such as financial services, computer programming 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.

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. Over the last several years, as the global recession has held the economy in its grip, employment opportunities are few and those that exist are highly competitive. These factors have raised the bar for workforce development providers to demonstrate their relevance not only to funders and persons served, but also to businesses who are focused on their weakened bottom lines.

In order to be most relevant to businesses, Goodwills needs to understand and respond to their various needs. To effectively respond to this need, GII has determined that a web-based labor market 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.

2. Scope of Work

Through the development of the labor market industry assessment information tool, GII will provide Goodwill Members with access to relevant, current labor market information through a web-based protocol. The following are considered core elements of the project:

- Presentation of labor market information (LMI) at local, county or state level.
- Provide functionality to define custom geographies for assessment.

- Presentation of growth (negative or positive) in industry sectors.
- Connecting industry trends to occupational needs within the respective industries.
- Connecting Socio-Demographic data to industry and occupational needs.
- Accomplishing periodic updates of all databases as new/updated data become available.
- Provide functionality to support authorized user access for 360 unique users (10 for GII, 350 for local members).
- Provide functionality for 50 concurrent users.
- System must be compliant with Section 508 of the Rehabilitation Act to ensure the technology is accessible to people with disabilities.

3. Tasks

- Deploying a web-based data-mining solution.
- Update databases with most current LMI data as appropriate based on BLS and other data source dissemination schedules.
- Providing training to GII super-users. Describe your training strategy.
- Review and comment on training materials for local users developed by GII super-users.
- Maintain a listing of estimation and imputation methodologies.
- Clearly identify in reports the primary source and estimation status of all reported data points.
- Identify the technology that will be used in the solution. Also, specify any licensing and hardware considerations.
- Describe and illustrate your project plan with milestones, deliverables, and associated cost.

4. Project Deliverables

Deliverable	Description	Deadline
1. Web-based labor market analysis tool deployment	Vendor will deploy a Goodwill specific web-based labor market information analysis tool	May 10, 2012
a. Specifications determination		
b. Tool development		
c. Tool deployment		
2. Reporting	Common report templates will be developed to be used by local	May 10, 2012
a. Template member Goodwill report		
3. Training for tool utilization	Provision of training (in-person and/or web-based) to GII and member Goodwill staff to include at least three webinars done at two month intervals after tool deployment	November 10, 2012

5. Project Budget

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

- Estimated number of hours for each deliverable.
- Project expenses, if not included in flat rate.
- Specify all costs associated with your solution including licensing, maintenance, and hardware.
- Provide a narrative description of each of your cost categories for your proposed solution and specify any budget items that may be supplied by a sub-contractor.
- Describe your professional service fee rate structure.

SECTION C - INSTRUCTIONS TO PROPOSERS

1. Proposals shall be electronically delivered to:

Dr. Matthew Vile
Matthew.vile@goodwill.org

2. Proposals received after the time for closing shall be returned to the Proposer unopened.
3. Proposer may withdraw Proposals at any time during this process.
4. GII reserves the right to conduct discussions with Proposers, to accept revisions of Proposals, and to negotiate price changes. GII shall not disclose any information derived from Proposals submitted or from discussions with other Proposers.
5. Proposers submitting Proposals, which meet the selection criteria and which are deemed to be the most advantageous to GII may be requested to give an oral presentation to a selection committee. If needed, a designated representative shall accomplish scheduling of these oral presentations.
6. Proposals shall be submitted in the format shown in Section D. Proposals in any other format may be considered informal and rejected. Conditional Proposals shall not be considered. An individual authorized to extend a formal Proposal shall sign all Proposals. Proposals that are not signed may be rejected.
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 Proposer considered qualified or make any award without written discussion.
8. The successful Proposer shall be expected to enter into a standard form of contract approved by GII. GII's contract terms and conditions shall be included herein. These terms and conditions shall be incorporated into the contract between GII and the successful Proposer.

9. Prospective Proposers may submit requests for any changes to GII's terms and conditions. However, Proposals that shall be contingent upon any changes to the terms and conditions shall be at a competitive disadvantage in the Proposal evaluation process. Further, if GII chooses not to accept the alternate terms and conditions, GII may reject such Proposals as non-responsive.
10. GII shall not reimburse the Proposer the costs associated with responding to the Request for Proposal.

SECTION D - PROPOSAL FORMAT

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

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

SECTION E - QUALIFICATIONS AND EVALUATION CRITERIA

1. Qualifications

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

- Proven history providing labor market information to workforce development agencies, including a summary of past experience.
- Professional competencies in labor market analysis, economic modeling and workforce demands
- Sufficient documentation to reflect the Vendor's abilities with the sufficient experience and qualifications to provide the services required under this RFP.

2. Evaluation Criteria

Proposals shall be evaluated on the following basis:

- (a)** Demonstrated expertise in this particular field
 - i. Proposer's experience with similar/like projects
 - ii. Client references and their recommendations
 - iii. Qualifications and availability of principal participants
- (b)** Overall quality of the technical proposal
 - i. Methodology for task accomplishment
 - ii. Application of multi-media approach to training
- (c)** General quality and adequacy of response
 - i. Completeness
 - ii. Expressed understanding of the requirements of the RFP
 - iii. Responsiveness to terms and conditions
- (d)** Cost Proposal / Project Budget

SECTION E – ADDITIONAL INFORMATION

1. General Terms

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

2. Consideration

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

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

3. Proposal Content

The information provided herein is intended to assist agencies in responding properly to this RFP. GII believes that this RFP provides interested agencies with sufficient information to submit proposals that meet minimum requirements. However, this information is not intended to

limit the content of a proposal or to exclude any relevant or essential data. Agencies are encouraged to include additional information that will substantiate their service capabilities, product quality and support commitment.

4. Right to Accept or Reject

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

5. State and Local Taxes

GII and the Goodwill members are exempt from federal excise taxes. Exemption certification information can be provided by GII and the Goodwill members upon request. Such taxes should not be included in quoted prices. However, if the vendor believes any taxes apply, they shall be shown separately. If not stated, they will be considered as an expense of the vendor.

SECTION F – 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 F – Terms and Conditions.

1. Term

The term of the proposed contractual agreement (the "Term") will be negotiated upon award of the contract, but is anticipated to begin on **May 1, 2012** and will end on **April 30, 2013**. The Term may be extended by mutual written agreement of Contractor and GII. Both GII and the Vendor reserve the right to terminate this agreement prior to expiration of the Term, without cause, with thirty (30) days prior written notice to the other party. In addition, either party may terminate this agreement immediately upon written notice to the other party, if the other party breaches any material provision of this agreement. Upon termination of this agreement for any reason, Contractor shall be entitled to payment for Services satisfactorily rendered through the termination date, but shall not be entitled to any other compensation whatsoever.

2. Fees and Expenses

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

3. 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.

4. Work and Work Product

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

5. Independent Parties

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

6. Indemnification

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.

7. Confidentiality

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

8. 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.

9. 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.

10. 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*.

11. 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.

12. 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 G - PROPOSAL CERTIFICATION

Date: **Current Date**

TO: Dr. Matthew Vile
Goodwill Industries International

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

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

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

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

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