



Request for Proposal
Foundational Playbooks for Goodwill®

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September 1, 2022

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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.

SOLICITATION SUMMARY

Goodwill Industries International, Inc. (GII), is requesting proposals from qualified vendors to provide **project management and technical writing services** for a set of foundational playbooks that document best practices for all major areas of Goodwill operations. The proposed project deliverables will include 25-35 summary documents incorporating member and GII subject-matter expertise and user feedback to be published to the Goodwill network by March 2023.

To submit a proposal, please do the following:

1. **Provide any questions and requests for more information about this RFP via email on or before Friday, September 9, 2022.**
2. **Provide a statement of intent to submit via email by Tuesday, September 13.** Any addendums to this RFP will be emailed to all the vendors that indicated their intent to submit a proposal.

Proposals shall be received at GII until 5:00 p.m. Eastern Time Friday, September 16, 2022. Any vendor that can meet these objectives and fulfill the requirements within the timeframe is invited to submit a proposal. Late proposals may not be accepted. All proposals must be submitted in electronic format (.doc, .docx or .pdf).

Please direct statements of intent, inquiries and completed proposals to:

David Eagles
Chief Operating Officer
Goodwill Industries International, Inc.
David.eagles@goodwill.org

Vendor selection and master service agreement award is planned to be announced **September 22, 2022.**

SECTION I – INTRODUCTION

This section provides a background of Goodwill Industries International (GII), an overview of the purpose and scope of the playbooks to be developed, and details about the request for this project.

Background of Goodwill

Goodwill is the leading nonprofit provider of workforce development services. GII is comprised of 155 independent community-based Goodwills in the United States and Canada with a presence in 12 other countries. The network of independent, community-based Goodwill organizations in the United States and Canada (“Goodwill Members” or “Members”) offer services customized to meet the unique needs of their communities. Each of these Goodwills has a membership agreement with and pays dues to GII. GII provides use of the brand, brand management, territory assignment, technical assistance, advocacy, public policy support, research and analytics, access to grant opportunities, and other services.

Goodwill works to enhance the dignity and quality of life of individuals and families by strengthening communities, eliminating barriers to opportunity, and helping people in need reach their full potential through learning and the power of work. In 2021, Goodwill provided in-person financial wellness, career navigation, and other in-person services to 1.1 million people and online and other virtual services to more than 783,000 people. Goodwill connected more than 123,000 people with jobs in industries such as banking, information technology, healthcare, retail, and more.

Background of Quality Foundation Playbooks

Goodwill members have spoken clearly regarding the urgency for greater unity in addressing both the challenges and opportunities before us. From mission delivery to donated goods retail, pressures and significant opportunities arise from intensifying community needs, rising operational costs and rapidly emerging competitive threats on Goodwill organizations.

Clear examples of best practices among members and the success of operational improvement initiatives provide encouragement that stronger support will help Goodwill members improve performance. Leveraging Goodwill's collective strength will help us realize our full potential as a leading sustainability enterprise and a source of opportunity for the millions of individuals we serve and thousands we employ.

As Goodwill Industries International developed our Vision for Transformation in 2020, Goodwill members indicated that focusing on common performance metrics, common terminology, and consistent practices were critical to addressing essential needs. Members have called for "playbooks" of best practices defined by what already works in effective Goodwill operations, providing the template that can then be adapted in a variety of Goodwill contexts.

These playbooks represent foundations of quality in all areas of Goodwill operations, including mission delivery, retail operations, building brand, and organizational administration. Documenting best practices in these playbooks provides the foundation for additional learning assets, training mechanisms, and tools to support implementation across the Goodwill network.

DGR Optimization Executive Summaries

The first of these playbooks to be developed was the Donated Goods Retail (DGR) Optimization Executive Summaries, which were released in July 2022 as a proof of concept. Developed in-house by GII and staff, at the request of Goodwill CEOs, DGR Optimization Executive Summaries contain the tools and practices that support consistent quality performance in donated goods. This resource builds on the collective experience of Goodwills across the world and provides quality examples that can be applied and adapted to your local Goodwill.

DGR Optimization Executive Summaries provide an overview of critical topics for successful donated goods retail operations. This initiative was guided by a DGR CEO Advisory Team and received input from 55 Goodwill CEOs.

There are eleven Executive Summaries in this first playbook. Together, they:

- Highlight essential best practices and recommended tools, supporting both new and seasoned Goodwill executives;
- Raise awareness and prompt questions for tailored learning and collaboration among Goodwill teams; and
- Provide a common language and mechanism for training and consultation, such as Goodwill Industries International (GII) assessments and learning events.

These Executive Summaries are living documents and will adapt with member use and innovation. Additional learning assets, detailed playbooks, and other tools will expand the DGR Optimization suite of products over time.

SECTION II: OBJECTIVE AND SCOPE OF WORK

This request for proposal seeks support in developing and publishing high-level summaries (7-10 pages) designed for member CEOs of best practices in all major areas of Goodwill operations by an annual meeting of Goodwill CEOs to be held in March 2023. This effort will include:

- In Retail, developing an additional 2-3 executive summaries/chapters.
- In Mission, developing and publishing approximately 10 executive summaries.
- In Brand, developing and publishing approximately 10 executive summaries.
- In Administration, developing and publishing approximately 10 executive summaries.

The exact number of summaries are subject to change based on member input to be gathered in September and October.

While the content for each domain area will be unique, the process by which these chapters will be developed will be standardized. This will include:

1. **Initiation**
 - a. Baseline current state
 - b. Convene a member CEO Advisory Board to prioritize playbook summary topics
 - c. Prepare internal team
 - d. Identify member SMEs
2. **Member-led Development**
 - a. Source and organize currently existing GII and member content
 - b. GII/member SMEs guide development of draft content
 - c. Write, edit & design summaries in accordance with GII standards
 - d. Internal & member SME review
 - e. Work with GII to Recruit and organize member focus groups
3. **Member Review**
 - a. Focus group input for each summary
 - b. Revise and refine content
 - c. Finalize design
4. **Launch**
 - a. Prepare for member access
 - b. Communication and training plan
 - c. Announcement
 - d. Webinars
 - e. Seeking feedback

Goodwill Industries International is convening an internal team of subject matter experts, communications professionals, and learning professionals to support this effort. **This request for proposal specifically seeks the following to enable this scope of work at this time:**

- **Up to three (3) mid-level project managers** who will drive the above process from start to finish: outlining processes and timelines, coordinating internal and external resources, synthesizing member feedback, and ensuring fidelity to purpose while meeting deadlines. These project managers will work closely with an internal lead subject matter expert to engage member CEOs in the process.
- **Up to two (2) technical writers** to organize the information gathered, work closely with subject matter experts to write and refine the summary chapters, and coordinate with internal design and communication resources to finalize the product for launch. This engagement goes beyond

editing and formatting existing text; these writers will be expected to take source content and develop it into written playbook chapters that are understandable and actionable for a non-expert audience.

SECTION III – RFP TIMELINE

A timeline of the RFP process is provided in the following table. The RFP application, review, and selection process will be conducted by September 22, 2022. The selected vendor will begin work on the Playbooks in early October 2022. Final deliverables will be due February 28, 2023.

The RFP timeline is subject to change, and electronic notice of notable 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.

Project Timeline

Event	Time/Date
Issuance of RFP	September 1, 2022
Technical questions/inquiries due	September 9, 2022
Proposals due	September 16, 2022
Anticipated award of master service agreement	September 22, 2022
Finalized Vendor Agreement/Vendor begins work	October 3, 2022
Final documents delivered to GII	February 28, 2023

Regular meetings between GII staff and the selected vendor will be expected, whether on the phone or through web conferencing.

The project budget shall include all expenses related to the scope of work detailed in the *Objectives and Scope of Work* under Section II. Additional budget instructions can be found under Section VI- Cost Submittal. Payments will be made in three installments: 30% upon receipt of signed contract and grant award and contractor’s invoice in October, 30% upon receipt and approval of all draft deliverables and receipt of contractor’s invoice in December, and 40% upon receipt of all final deliverables and receipt of contractor’s invoice in February.

SECTION IV – PROPOSAL EVALUATION CRITERIA

GII will select the vendor that offers a 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.

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

- Capability of vendor to meet requirements set forth in the Objectives and Scope of Work section in the specified timeframe.
- Total professional services costs.
- Strength of references and reputation of company.
- Proven ability to manage timelines and communicate effectively.
- Demonstrated ability to incorporate adult learning theory.
- Evaluation of work examples provided.

SECTION V – 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 or Calibri 11pt.

All proposals shall be assembled in accordance with the following format:

- I. Proposal Certification (from Appendix A)
- II. Cover Letter
- III. Table of Contents
- IV. Company Profile
 - a. Full legal name of the company
 - b. Year business was established
 - c. Description of the company and its work
 - d. Description of company ownership
 - e. Organizational structure
 - f. Approximate number of employees (total and in each major area of the company)
 - g. A general history of the company's past three years
 - h. Total number of clients
 - i. A list of clients with similar needs using the same or similar software
 - j. Evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the project.
- V. Qualifications and Experience
 - a. Detailed evidence of successful completion of a project of similar size and complexity.
- VI. Sample Project Schedule (2-page limit)
 - a. Provide a sample project schedule for accomplishing the objectives and scope of work, which involves the management of project within four content domains and use of writers to support development.
- VII. Reference List / Experience (three required; limit one page per reference)
 - a. Organization's name, address and website
 - b. Full name, title, phone number and email address for an individual at the organization qualified and willing to comment on the development of the proposed model and curriculum.
 - c. Description of the products and/or curriculum developed in the past.
- VIII. Cost Proposal
- IX. Appendices

We encourage vendor to provide any additional material needed to support its proposal. This material should include previous work examples such as sample outlines of curricula or like models developed, excerpts from curricula or like models developed, visual aids or equivalents, as well as documentation prepared specifically in response to this RFP.

SECTION VI – COST SUBMITTAL

All vendors must submit a cost breakdown that addresses the following:

- Total number of hours required to complete this project with estimated total number of hours to be spent on each deliverable.
- Employees who will work on each task/deliverable, including their names, titles, experience and the hourly rate for consulting fees.
- All administrative, operating, and travel expenses associated with this project.
- A description of any portion of this project your company will subcontract to another vendor. Identify and profile of the vendor and all costs associated with the vendor's participation.
- A description of any leveraged resources your company will provide for this project.
- A description of any leveraged resources your company will provide for this project.

SECTION VII – PROPOSAL SUBMISSION INSTRUCTIONS

- Proposals are due and shall be received by GII on or before 5:00 p.m. Eastern Time, Friday, **September 16, 2022**. Proposals should be presented in a concise manner outlining offerings and detailed cost estimates. No public disclosure of award shall be made until after award of the contract.
- Proposals should be emailed to:
David Eagles
Chief Operating Officer
David.eagles@goodwill.org
- Proposals received after the above deadline may not be considered.
- Proposals shall be submitted via email with supporting documentation attached.
- Vendor may withdraw its proposal at any time during this process.
- 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.
- 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 presentation(s).
- Proposals shall be submitted in the format described in the Proposal Preparation Instructions section. Proposals in any other format may be rejected. Conditional proposals shall not be considered.
- 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.

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

SECTION VIII – PROPOSAL SELECTION AND NOTIFICATION

Vendors determined by GII to possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via email. Those vendors not selected for the negotiation phase will not be notified.

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 that are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by GII at its option.

SECTION IX – COMMUNICATION REGARDING RFP

Questions, requests for more information, and/or statements of intent to respond to this RFP must be submitted via email on or before Wednesday, September 7, 2022. Any addendums to this RFP and responses to questions will be emailed to all of the vendors that submitted questions or otherwise indicated their intent to submit a proposal. Please direct all inquiries and statements of intent regarding this RFP to:

David Eagles
Chief Operating Officer
David.eagles@goodwill.org

SECTION X – 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

GIJ 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

GIJ 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 XI – TERMS AND CONDITIONS

The selected vendor shall be expected to enter into a contract approved by GII. A sample copy of GII’s standard Master Services Agreement is attached as **Appendix B**. Certain terms may differ depending on the nature of the engagement. Terms and conditions substantially similar to these will be incorporated into the contract between GII and the successful vendor (“Contractor”).

Prospective contractors may submit requests for any changes to GII’s terms and conditions with their response to this RFP.

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 who's 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

APPENDIX B – MASTER SERVICES AGREEMENT

This Agreement is made and entered into this [INSERT DATE] day of [INSERT MONTH] [INSERT YEAR], between Goodwill Industries International, Inc., with offices located at 15810 Indianola Drive, Rockville, MD 20855 (hereinafter known as “GII”), and [INSERT CONTRACTOR’S NAME], an individual having a principal address of [INSERT CONTRACTOR’S ADDRESS] (hereinafter known as “Contractor”).

WHEREAS, GII desires to obtain certain services in connection with its programs and events, and Contractor has indicated a willingness and capability to provide these services in accordance with the terms of this Agreement.

IT IS AGREED, that in consideration of the mutual promises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Statement of Work and Performance

The Contractor’s scope of work, term of engagement, compensation and payment schedule will be set forth by Task Order(s) as described in Section 3 below.

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 Company 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. All activities shall be in accordance with Company’s regulations and policies.

3. Task Orders

The parties shall execute a Task Order for work conducted pursuant to this Agreement. Each Task Order shall contain specific descriptions of the services and products to be utilized and delivered by either party (hereinafter known as “Deliverables”) and such other terms agreed to by the parties. Task Orders may designate products and services to be provided by third parties (hereinafter known as “Third Party Items”) within a specific period of time (“Term”). No work shall be designated or assigned to third parties without the agreement of each of the parties in writing.

Task Orders shall be binding upon execution by the parties and shall incorporate the terms and conditions of this Agreement. Each party will bear all cost or expense relating to the respective parties detailed in each party’s responsibilities within each Task Order.

Either party may, by written notice to the other party, propose a change to the scope of the work under a Task Order. Any agreement to change the scope of work under a Task Order shall be reflected in a written agreement

referring to the applicable Task Order and signed by both parties. The written agreement may be in any form, including, but not limited to an e-mail or letter. The original terms of the subject Task Order shall remain in effect until amended by a written agreement of the parties. In the event that any terms of this Agreement conflict with the terms of any Task Order executed hereunder, the terms of the Task Order shall control.

4. 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.

5. Indemnification / Insurance

Both parties shall indemnify, defend, and hold harmless the other including its officers, directors, employees, members and agents, and each of them, from any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses, and charges which the other may incur to any third-party arising out of any act, omission, breach of this Agreement, or other activity conducted by the other party or its agents in connection with this Agreement. Contractor will maintain \$2 million aggregate/\$1 million per occurrence liability policy, naming GII as co-insured during the term of this Agreement and will provide proof of insurance before work commences.

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.

In addition, if the Contractor is convicted of any crime or offense, fails, or refuses to comply with the written terms of this Agreement, and/or the policies or reasonable directive(s) of GII, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, GII at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

The cost of the Contractor's Services provided to the point of termination will be invoiced to GII.

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: **[INSERT CONTRACTOR'S NAME]**
[INSERT CONTRACTOR'S STREET ADDRESS]
[INSERT CONTRACTOR'S CITY, STATE, & ZIP CODE]
Copy to: **[INSERT CONTRACTOR'S EMAIL ADDRESS]**

If to GII: Goodwill Industries International, Inc.
Attn: Contracts Manager
15810 Indianola Drive
Rockville, MD 20855
Copy to: GIILegal@goodwill.org

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

9. Confidentiality and Non-Disclosure

During the term of this Agreement and for a period of three (3) years thereafter, neither party will use or disclose any Confidential Information (as defined below) of the other party except as specifically contemplated herein. The foregoing restrictions will not apply to information that (a) has been independently developed by the receiving party, (b) has become publicly known through no wrongful act of the receiving party, (c) has been rightfully received from a third party authorized to make such disclosure, (d) has been approved for release by the disclosing party in writing, or (e) is required to be disclosed by law or a competent legal tribunal.

For purposes of this Section, the term "Confidential Information" means: (i) Content, prior to publication, (ii) any GII distribution, reach or readership statistics, such as number of visitors/unique viewers, page views, etc., and (iii) any information that is "confidential" or "proprietary." Upon expiration or termination of this Agreement for any reason, Contractor 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.

10. Representations and Warranties

Contractor hereby represents and warrants to GII that: (a) it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (b) its execution of this Agreement does not and will not violate any agreement to which Contractor is a party or by which Contractor is otherwise bound, or any applicable law, rule or regulation (including those regulating the use and distribution of content on the Internet and protection of personal privacy); (c) all products and/or services offered, sold or otherwise provided as part thereof, including without limitation Contractor's Internet site (including any links to other Internet sites), do not and will not (i) violate any third party intellectual property rights (including, but not limited to, copyrights, trademarks, service marks or any other proprietary, publicity or privacy right) or give rise to any obligation for the payment of any sums to any third party by GII or GII's successors in interest; (ii) violate any criminal laws or any rights of any third parties, including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any

antidiscrimination law or regulation, or any other right of any person or entity; (iii) include any material that is: unlawful, harmful, fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law.

11. Miscellaneous

- (a) Nothing in this Agreement will create a joint venture, agency, franchise, sales representative, or employment relationship between the parties.
- (b) Captions are inserted only for convenience and are not to be construed as part of this Agreement.
- (c) No representations were made or relied upon by either party, other than those expressly set forth in this Agreement.
- (d) This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.
- (e) This Agreement shall be governed, enforced, performed, and construed in accordance with the laws of the State of Maryland (except those conflicts of laws provisions which would defeat application of Maryland substantive law). Any controversy or claim arising out of or related to this Agreement shall be brought solely in the state or federal courts sitting in the state of Maryland, and 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 11, and Sections 5 (Indemnification), 6 (Conflicts of Interest), 9 (Confidentiality and Non-Disclosure) and 10 (Representations and Warranties) shall survive termination, along with any other provisions that might reasonably be deemed to survive such termination.

12. Entire Agreement

This document and any exhibit(s) or schedule(s) attached hereto constitute the entire agreement between the parties. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. No amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties hereto.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first written above.

GOODWILL INDUSTRIES INTERNATIONAL, INC.

By: _____
 [INSERT SIGNATORY'S NAME] Date
 [INSERT SIGNATORY'S TITLE]

CONTRACTOR

By: _____
 [INSERT SIGNATORY'S NAME] Date
 [INSERT SIGNATORY'S TITLE]