



**Brock
University**

Proposal for Writing/Editing Services

Request for Proposal
#KSW 09-03

Brock University

REQUEST FOR PROPOSALS

Section I – Purpose and Content

1. Brock University invites qualified **writers/editors** to submit proposals to provide writing and editing services to the campus.
 - The successful writers must have proven experience in writing for a wide variety of audiences. Experience in print media is required; assets are experience in writing for the Web and writing advertising copy.
 - Must have a strong working knowledge of Canadian Press Style.
 - An asset, but not a requirement, is experience with design/layout software such as Quark XPress or CS Indesign.
 - Chosen writers/editors, if any, must be able to ensure consistent brand identity among all written media; writers will be sent Brock's positioning statement, brand promise and brand drivers so those elements can be woven into their stories.
 - There are requirements to manage content for multiple projects and ability to write fast, accurate, professional pieces that 'sell.'
2. Term – the successful pool of writers will be offered a one-year endorsement agreement with option to extend by mutual consent up to five additional years. The endorsement agreement will include a clause outlining conditions for ending agreement for failure to perform.
3. Annual Review – The University may require the proponent to participate in an annual customer satisfaction survey. The results of the annual survey will be considered in any decision to extend the agreement.
4. Consideration – The successful writers/editors will receive the University's endorsement as one of the official University writers.
5. Exclusivity – The University will not endorse any other writers/ editors other than the Official Writers/Editors providing the same service during the term of the agreement. Bidders should be aware that individual departments retain the right to use other services, but will be strongly discouraged from doing so. The University cannot guarantee participation rates.
6. Assignments – The writers/editors will be required to provide contact information so that University clients can easily and efficiently reach them for assignments. The process may be co-ordinated centrally through University Marketing and Communications, but direct contact with clients also takes place.
7. First rights – The University will retain full rights for any articles and published works created for University clients. In addition to writing provided to individual

clients, a second set must be provided to the Office of University Marketing and Communications (emailed or on CD, DVD, etc.).

If the writer wishes to pursue other publishing opportunities with a Brock story or published work, Brock staff in the Office of University Marketing and Communications must be notified and given first right of refusal. If Brock gives permission for the story to be used elsewhere, then Brock must be given credit as the source of the story.

8. Studio Space – Suitable space and equipment is not available on campus to accommodate freelance writers. Bidders should have their own suitable studio space and equipment (hardware and software) to produce projects for the University.

Bid Requirements

Please provide the following information in your bid package:

1. Provide two references including contact names and phone numbers for work completed that is similar in nature.
2. Provide the name(s) and qualifications of your writer(s) / editor(s).
3. Please submit a 10-item portfolio showing a diverse range of writing styles and/or audiences. If a printed/published piece is unavailable in its produced format, a PDF copy or print out is sufficient.
4. Price details (include your pricing model such as price per published word or hourly rate or project flat rate – plus any additional fees) that you are proposing.
5. Any value added services such as ad copywriting, photojournalism, desktop publishing, etc.

Section II – Instructions to Bidders

- 2.1 Proposals will be accepted up to 3:00 p.m. on January 26 at 12th Floor, Arthur Schmon Tower, Suite 1200, 500 Glendridge Avenue only. Proposals received after the above closing time and date will not be considered and will be returned to the bidder.
- 2.2 Proposals should be submitted in duplicate and in a sealed envelope bearing the name and address of the bidder and clearly marked on the outside:

“Proposal for Writing/Editing Services: Request for Proposals (RFP) KSW09-03”

- 2.3 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment to change the proposals will be accepted after the closing date and time.
- 2.4 Proposals shall be irrevocable for sixty (60) days following close of bidding and shall be retained by Brock University.
- 2.5 Proposals shall be originally and irrevocably signed by an authorized representative of the bidder when submitted. Upon award (if any), the successful bidder will be required to supply proof satisfactory to the University of appropriate authorization to bind the bidder.
- 2.6 Questions regarding this Request for Proposals may be submitted in writing by e-mail only up to forty-eight (48) hours prior to the closing time and date to dlorenz@brocku.ca only.

Should the question(s) be considered relevant to all bidders, Brock University will provide both the question and the written answer to all known bidders. Bidders are solely responsible for ensuring Brock University has current contact information on file for the bidder.

- 2.7 In the event the bidder decides not to submit a proposal, they are requested to advise kwhite@brocku.ca in order to remain on the bidder's list.
- 2.8 In the event the bidder can not comply with any term, condition, or requirement of this Request for Proposals, such non-compliance must be clearly noted on the bidders' letterhead and submitted with the proposal. Bidders are cautioned that such non-compliance may result in disqualification of the bidder's proposal, in the sole discretion of Brock University.

No allowance will be made for un-noted non-compliance of any kind by the bidder.

- 2.9 All questions and communications regarding this Request for Proposals shall be directed (only) to:

kwhite@brocku.ca

dlorenz@brocku.ca

No other representative of Brock University is to be contacted regarding this Request for Proposals. Brock University accepts no responsibility for, and the bidder agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by Brock University.

- 2.10 Bidders are cautioned that proposals will be solely evaluated upon the disclosed evaluation criteria and no linkage of offers to donations, scholarships or similar arrangements will be considered.

2.11 The laws of the Province of Ontario shall apply to this Request for Proposals and any contract formed as a result of this Request for Proposals and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposals.

2.12 Proponents acknowledge the University is subject to the Ontario *Freedom of Information and Protection of Privacy Act*. Proponents shall clearly mark "Confidential" all information regarding trade secrets, commercial, financial, labour relations, technical or other aspects of the Proponent's proposal, which in the Proponent's opinion are of a proprietary or confidential nature and are significant enough to be injurious to the Proponent should this information be provided under a request of information.

The University shall use all reasonable efforts to hold all information marked "Confidential" by the Proponent in strict confidence where required or permitted by law and shall not be liable for any disclosure or non-disclosure made in respect of a request under the Act.

If the University's response to a request under the Act is appealed to the Information and Privacy Commissioner of Ontario and the Proponent elects to participate in the appeal, it shall be responsible for its own costs of participation.

2.13 Brock University's name, logo, crest, etc. shall not be used without the prior written consent of the University.

Section III – Evaluation and Award

3.1 Brock University intends to award a contract to the bidder whose proposal offers the best value to Brock University. However, Brock University is under no obligation to award any contract in whole or in part and Brock University reserves the right in its sole discretion to cancel this Request for Proposals process at any time before or after closing without providing reasons for such cancellation.

3.2 All proposals will be evaluated upon the following criteria:

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| (a) Quality and diversity of work samples | 50% |
| (b) Price (pricing model) | 30% |
| (d) Value added: can provide desktop publishing/layout service; experience as a journalist; experience writing ad copy; experience with photography/photojournalism, etc.) | 10% |
| (e) References | 5% |
| (f) Studio facilities (hardware and | 5% |

software)

A requirement, as part of the evaluation, is that the successful bidder (if any) shall carry at all times during the performance of the work commercial general liability insurance with a limit of not less than \$2,000,000 (see section 4.4 and 4.5 below).

- 3.3 Any award made by Brock University shall be made in writing and shall be subject to the availability of funding at the time of award (if any).
- 3.4 In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices and words shall govern over numbers.
- 3.5 In order to obtain the most advantageous offer for Brock University, Brock reserves the right in its sole discretion:
 - (a) to waive irregularities and/or minor non-compliance by any bidder with the requirements of the Request for Proposals;
 - (b) to request clarification and/or further information from one or more bidders after closing without becoming obligated to offer the same opportunity to all bidders;
 - (c) to enter into negotiations with one or more bidders without being obligated to negotiate with, or, offer the same opportunity to, all bidders.Bidders are advised however, to submit a complete offer as their bid. Any waiver, clarification or negotiation will not be considered as an opportunity for bidders to correct errors in their bids.
- 3.6 Brock University shall not be responsible for any expenses or charges incurred by a bidder in preparing or submitting a proposal nor in providing any additional information considered necessary by Brock University for evaluation of proposals.
- 3.7 Brock University reserves the right in its sole discretion to amend this Request for Proposal at any time prior to close of bidding and bidders are cautioned to ensure they have received all addenda (if any) prior to submitting a bid. Should Brock University issue any changes to this Request for Proposal, Brock University will endeavour to notify all bidders to whom the Request for Proposals has been issued.

Section IV – Award Contract

- 4.1 The award contract to the successful bidder (if any) shall include the terms of this Request for Proposal and the terms of Brock University's purchase order (a copy of which is available at www.brocku.ca/purchasing) together with those terms of the bidder's proposal which are not inconsistent with Brock University's documents and which have been specifically accepted by Brock.
- 4.2 The successful bidder (if any) may not assign or subcontract any of the award contract without the prior written consent of Brock University.

- 4.3 The successful bidder (if any) shall indemnify Brock University, its Board of Governors, students, employees, servants and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits, or proceedings which may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the successful bidder (if any), its employees, agents and/or servants in the performance or purported performance of any of its obligations under the contract, whether or not such claims are initiated by third parties or arise between the parties.
- 4.4 The successful bidder (if any) shall carry at all times during the performance of the work commercial **general liability insurance with a limit of not less than two millions dollars (\$2,000,000)** inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, completed operations and product liability, and automobile liability (owned and non-owned), and such other types of insurance as would be carried by a prudent person performing such contract work and as Brock University may from time to time require.

Brock University shall be named as an additional insured without right of subrogation in all policies of insurance.

All such policies of insurance shall provide that the Insurers shall give at least thirty (30) days written notice to Brock University prior to any cancellation, material changes, or amendments restricting coverage of any policy or policies.

The successful bidder (if any) shall provide a certificate of such insurance to Brock University as a condition of receiving the award within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

- 4.5 The successful bidder (if any) shall at all relevant times carry **Workplace Safety and Insurance Board of Ontario coverage or Employers Liability Insurance in the amount of not less then \$2,000,000** and shall submit its WSIB number together with a letter from the appropriate WSIB Department indicating there are not outstanding fees, fines, claims or debts due on the Contractor's WSIB account, to Brock University prior to the commencement of work.
- 4.6 The University and the successful bidder (if any) acknowledge and agree that they are independent contractors in a contract for goods and/or service and no employer – employee partnership nor agency relationship is intended or created by their agreement.

The successful bidder (if any) shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance, Canada Pension, carry Workplace Safety and Insurance Board of Ontario insurance premiums, leave, remuneration, discipline and all licenses and permits which may be or may become required to perform the work.

- 4.7 Notwithstanding the above, while at Brock University, personnel of the successful bidder (if any) must observe all regulations and policies of Brock University including parking and traffic regulations. Vehicles shall be parked in areas, at the successful bidder's (if any) expense, as directed by Brock University's parking administration.
- 4.8 In addition to any rights of termination at law or in equity, Brock University has the right to terminate any contract formed with the successful bidder (if any) upon written notice to the successful bidder.