

The Department of Design and Construction is seeking a Freelance Design Writer.

DESCRIPTION

New York City's Department of Design and Construction is seeking an accomplished architecture and design writer to conceive and develop an extensive brochure for the Agency. The brochure would detail how DDC operates, showcase our programs, projects, and people, and position our Agency as a leader in civic architecture and design throughout the nation.

Please read the vendor requirements, tentative schedule, and submissions guidelines below and submit your qualifications appropriately by July 8, 2011 at 3:00 p.m.

DDC is a forward-thinking Agency, and we look forward to partnering with a writer who can bring contemporary, engaging ideas to this project.

DEPARTMENT OF DESIGN AND CONSTRUCTION
SMALL PURCHASE UNIT
30-30 THOMSON AVENUE - 4TH FLOOR
LONG ISLAND CITY, NY 11101

GENERAL INFORMATION

Type of Contract:

This purchase order shall be for an amount in accordance with the definition of "small purchases", pursuant to §3-08 of the New York City Procurement Policy Board (PPB) rules.

Description of Services:

Services will include researching, writing, coordinating with design and editing a 40- to 60-page brochure about the employees, projects and programs of the Department of Design and Construction (DDC).

Term of Contract:

The contract duration shall be 90 consecutive calendar days after receipt of the purchase order.

Contract Value:

Services provided pursuant to this contract shall not exceed \$12,000.00

Changes of this award amount may be made only with the written authorization of the Agency Chief Contracting Officer or his/her designee. Separate reimbursement will not be made for costs incurred during the performance of this work. All costs should be estimated based on the proposer's understanding of the requirements of this solicitation including fees for design concept, layout and production, approximate printing and delivery costs, as well as hourly costs for copy editing and day rates for architectural photographers.

Proposal Due Date:

Proposal documents shall be postmarked no later than July 8, 2011, or hand-delivered before 3:00 P.M. on July 8, 2011. Electronic submissions are not accepted. Delivery address is:

John Ryan Martine
Department of Design and Construction
30-30 Thomson Avenue, Fourth Floor
Long Island City, New York 11101
Phone: 718-391-1782

All questions regarding this proposal should be emailed to John Ryan Martine at:
martinejo@ddc.nyc.gov

Minimum Proposal Submission Requirements:

- 1) Letter of Interest (1 page)
- 2) Three examples of previous professional writing work as it relates to this project
- 3) Resume including a list of previous clients
- 4) References (3) including name, address, email, and phone number
- 5) Proposal Sheet (page 9)
- 6) Proposer Tax Affirmation (page 10)

TENTATIVE PROJECT SCHEDULE

Cost Phase 1 (20% payment due)

July 11 Kick-Off Meeting at DDC
Introduction of DDC project liaisons
July 11 – August 15
Initiate research, interviews, and outline

Cost Phase 2 (40% of payment due)

August 15
Outline, final concept review for approval
August 15 – September 16
Writing and presentation of final draft

Cost Phase 3 (40% payment due)

September 16 – 23 Final Edits
September 23 - Final draft due

MINIMUM VENDOR QUALIFICATIONS REQUIREMENTS:

A response shall be deemed nonresponsive and will not be reviewed or ranked if it fails to meet the minimum experience requirements below:

- The vendor shall have at least five (5) years of well-documented experience writing about architecture and design. Vendor preferably shall have worked with a civic entity on projects similar in size and scope.
- The vendor shall have experience documenting complex organizations.
- The vendor must demonstrate familiarity with writing for corporate entities.

MINIMUM PROJECT REQUIREMENTS

- The brochure shall be approximately 40-60 pages in length. Approximately 60% of the brochure will be text.
- The brochure shall have a fresh, contemporary and vibrant writing style that compliments its visual impact.

PROJECT SCOPE

The writing vendor will be provided with information about DDC through interviews, project tours, and other research and will be expected to take the creative lead in developing an editorial outline and final text for the Agency's brochure. The brochure's structure, tone, text, and editorial style will be the responsibility of the writing vendor. However, the writing vendor will work with DDC Office of Creative Services design lead in developing the overall concept of the brochure, and it is expected that they will work together and inform each other throughout the process.

The final text will describe in detail the Agency's programs, projects, and people, as well as position the agency to be a forward-thinking, contemporary agency where architects, consultants, and potential employees seek work.

The text, in its entirety, will be the responsibility of the vendor.

The writing vendor will partner with the Office of the Commissioner during the brochure's development to finalize the text. Vendor shall also work closely with DDC's Office of Creative Services when layouts are near finalization.

EVALUATION CRITERIA AND FINAL SCORE

This is a quality based selection project. The submissions will be scored and ranked based on their technical and financial merits. The proposer with the highest score will be selected for consideration for a contract. A three-person evaluation committee will review, evaluate and score all submissions pursuant to the criteria prescribed below.

The technical and financial components of the proposals will be evaluated separately with a combined score of 100 points. The two components are weighted as follows:

Technical Component = 80 points

Financial Component = 20 points

TECHNICAL COMPONENT

Technical is based on the following two criteria:

1) *Quality and Relevance of Vendor's Experience (40 points)*

Considerations will include the lucidity and vibrancy of submitted writing samples. Also relevant is the extent of the writer's experience working on completed corporate, architecture, civic and design projects. Writers are asked to provide a minimum of three samples of previous projects demonstrating similar size, scope, and content. These should show a contemporary understanding of the language used in architecture and design, as well as the ability to identify, understand, and translate the workings of a city agency or corporation into clear, concise, compelling copy

2) *Creative Approach (40 points)*

We prefer responses that identify anticipated problems of such a project and offer practical solutions. We will consider the professionalism and creativity of the vendor's materials in response to the needs of the proposal. We will be looking for submitted materials to demonstrate engaging didactic methods. They should show a contemporary understanding of professional writing and should suggest a capability to engagingly describe a creative city agency.

FINANCIAL COMPONENT

Value of the proposal shall not exceed \$12,000.

This information must also be included on the proposal sheet at the end of this document.

1) *Costs of the Writing Deliverable (20 points)*

Provide cost breakdown for the items listed below:

Creative Costs: Writing and Editing Services \$_____

TOTAL \$_____

All questions regarding this proposal should be addressed to the contact person below. Email is strongly preferred.

John Ryan Martine
Department of Design and Construction
30-30 Thomson Avenue 4th Floor
Long Island City, NY 11101
718-391-1782
martinejo@ddc.nyc.gov

LEGAL AND ADMINISTRATIVE COMPLIANCE INFORMATION

RESERVATION: All proposals must be submitted on the attached Proposal Sheet. All proposal documents including the enclosed Tax Affirmation form, a transmittal letter on the company letterhead, and the Proposal Sheet, must be signed by an authorized employee of the firm submitting the proposal. The City reserves the right to reject any and all proposals.

TIME OF COMPLETION: The selected vendor should anticipate commencing services within 5 days after the order to work date.

INSURANCE: Vendors are advised that the insurance requirements contained herein are regarded as a material term of this contract. During performance and up to the date of final acceptance, the Consultant must effect and maintain with companies authorized to do business in the State of New York, the types and amounts of insurance specified below:

Consultant shall provide a Certificate of Insurance evidencing that it possesses and maintains during the Term of this Agreement professional liability insurance with a limit of not less than \$1,000,000.00 covering Consultant for any design errors or omissions in connection with this Agreement. Any subconsultants providing professional services under this Agreement shall also provide evidence of professional liability insurance at limits appropriate to the exposures of the subconsultant's work. In addition, the statutory limits for Workmen's Compensation Insurance is required.

INDEMNIFICATION: If the persons or property of others sustain loss, damage or injury resulting from the negligence or carelessness of the Consultant, in his performance of this contract, or from his failure to comply with any of the provisions of this contract or of law, the Consultant shall indemnify and hold the City harmless from any and all claims and judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer and incur by reason thereof.

NO DISCRIMINATION: No discrimination shall be practiced against any citizen of the State of New York because of race, creed, color or national origin who is qualified and able to perform the work and the Consultant shall comply with the provision of Section 323-8.0 of the Administrative Code of the City of New York and Section 220E of the New York Labor Law.

MINIMUM WAGES: Consultant must pay minimum wages in accordance with the provisions of Section 343.9.0, Title A, Chapter 13 of the Administrative Code of the City of New York amended by Local Law 59 of 1969 if Section 220 of the Labor Law does not apply.

PROCUREMENT POLICY BOARD (PPB) RULES: This small purchase is subject to the provisions of the PPB Rules. If there is any conflict between the terms of this small purchase and the PPB Rules, the PPB Rules shall prevail.

STANDARD PROVISIONS: Please be advised that "The Department of Citywide Administrative Services (DCAS), For Open Market Orders – Bid Terms and Conditions (Rev. 3/00)" ("Open Market Terms") is hereby incorporated into this specification by reference, and will be included in the registered Purchase Order. In case of any conflicts between the Open Market Terms and the specification, the Open Market Terms shall prevail.

IRREVOCABILITY: The response to this solicitation cannot be revoked for 45 days after all responses are opened, or, if this solicitation is awarded to you, until satisfactory completion of the work required by this solicitation. After the 45 day period, a vendor may withdraw its response only in writing and in advance of an actual award. If, within sixty (60) days after the execution of the contract, the Commissioner fails to fix the

date of commencement of work by written notice to the proposer, the proposer at their option may ask to be relieved of their obligation to perform the work called for by written notice to the Commissioner. If such notice is given and the request to withdraw is granted, the vendor waives all claims in connection with this agreement.

LOCAL LAW 34 OF 2007: Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

EVALUATION AND AWARD: This solicitation shall be awarded, if at all, to the vendor whose response is the most advantageous to the City. Taking into consideration price and such other factors or criteria which are set forth in this solicitation.. No negotiations with any proposer will be allowed unless permitted by the PPB Rules.

VENDEX QUESTIONNAIRES: In accordance with the Administrative Code and PPB Rules, you or your sub-consultants may be required to submit completed VENDEX questionnaires before this solicitation can be awarded to you. (Required when the sum of the current solicitation and all other contracts, OMBP's, concessions and franchises you have received from the City in the past 12 months, equals or exceeds \$100,000.)

LIMITATION OF ACTION: No action arising out of this solicitation for any cause whatsoever shall be maintained against the City by you or anyone claiming under you unless such action shall be commenced within one year after the date of the filing in the office of the Comptroller of the final payment voucher; except that an action or proceeding on a claim for moneys deducted, retained or withheld under the provisions of this contract or of law must be commenced within one year after the date of final payment hereunder or after such monies become due and payable, hereunder, whichever is later and further.

COPYRIGHTS: Upon execution of this Agreement, any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the City.

Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the City.

The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright

registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

Contractor represents and warrants that the Copyrightable Materials: (a) are wholly original material not published elsewhere (except for material that is in the public domain); (b) do not violate any copyright Law; (c) do not constitute defamation or invasion of the right of privacy or publicity; and (d) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

Notwithstanding any provision herein to the contrary, the Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, suits, damages, judgments, liabilities, costs and expense, including reasonable attorneys' fees, to which it may be subject because of or related to any claim that the Intellectual Property infringes or violates the copyright, trademark, or any other property or personal right of any third party. This indemnification shall survive the termination or expiration of this Contract. This indemnification provision shall not be limited in any way by the Contractor's obligations to obtain insurance as provided under this Contract, provided that NYC promptly notifies the Contractor in writing of the claim and that NYC permits Contractor to defend or settle the action and cooperates and provides all available information, assistance and authority to enable the Contractor to conduct such defense. In such case where Contractor has agreed to defend or settle an action, Contractor shall not be liable for any costs, expenses, damages or fees incurred by NYC in defending such action or claim unless authorized in writing by Contractor. Further, the Contractor has no obligation for any claim based upon and as a result of NYC's modification to the Intellectual Property created under this Agreement or its combination or use with any other product, data or apparatus not intended by this Agreement. This paragraph states the Contractor's entire obligation to NYC with respect to any claim of infringement.

PAYMENT: Invoices shall be submitted for payments upon delivery only. The City does not allow advance payments prior to the delivery of goods or services.

SUBSTITUTE FORM W-9: The City of New York, similar to all organizations that file return with the IRS, must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. The City uses the attached Substitute W-9 to obtain certification of your TIN. We ask for the information on Substitute W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

**DEPARTMENT OF DESIGN AND CONSTRUCTION
PROPOSAL SHEET (1 PAGE)**

Value of price proposal shall not exceed \$12,000.
Provide cost breakdown for the items listed below:

Creative Costs: Writing and Editing Services	\$ _____
TOTAL	\$ _____

PROPOSAL SUBMITTED BY:

COMPANY NAME: _____

EIN #: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

BY (Employee's Name) _____

TITLE: _____

REMINDER: Submit Doing Business Data Form (DBDF) with this proposal. The DBDF is attached to the original email.

PROPOSER TAX AFFIRMATION

_____ (institution/vendor)
affirms that they are not in arrears to the City of New York upon debt or contract, or taxes, and is not a defaulter as surety or otherwise, upon obligation to the City of New York upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification of the institution/vendor to receive public contracts.

SIGNATURE OF INSTITUTION/VENDOR

Full name of company: _____
Address of company: _____
Contact person and telephone number: _____

Signed by: (print) _____

Signature: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____ 20____

Notary Public