



Comhairle Contae Thibraid Árann
Tipperary County Council

REQUEST FOR QUOTATION
FOR AGGREGATE SPEND UPTO €25,000 (Excl. VAT)

Subject of Quotation	
Provision of Services for Festival Support Services 2020/21	
Key Dates	
Issue Date	7 th August 2020
Closing Date for Queries	12:00 noon (Local Time) on Thursday 13 th August, 2020
Closing Date for Quotations	12:00 noon (Local Time) on 1st September, 2020
Contact for Queries	
artsoffice@tipperarycoco.ie	
Format for submission of quotations – use the <u>Quotation Response Document</u> provided	
Hard copy submission as per instructions in <u>Quotation Response Document</u>	

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1. ABOUT THE CONTRACTING AUTHORITY

1.1 The Contracting Authority

Tipperary County Council, herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Further information is available at our corporate website www.tipperarycoco.ie

1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority to encourage participation by Small and Medium Enterprises (SMEs) in this competition.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic or technical capacity requirements of the competition, if required.

2. SCOPE OF REQUIREMENT

2.1 Specification of Requirements

Service Specification

This request for Tenders for the Provision of Festival Support Services seeks to support the growth and continuing development of the festival sector in Tipperary and to provide specific support to a number of specific arts festivals.

The ***Festival Co-ordinator and Support Provider*** will be contracted by Tipperary County Council's Arts Office to assist in the planning and management of it's 2020/ early 2021 programme of supports for festivals.

Requirements

The core work of the *Festival Co-ordinator and Support Provider* will involve hands on support to a number of voluntary Festival committees in the planning, programming, delivery & management of the 2020/2021 festival programme, to provide general advice and support to other independent festivals in the county under the direction of the Arts Officer and to work with the arts office on implementation of elements of the Tipperary Festival Strategy to support the ongoing and long-term development of festivals in the County.

The *Festival Co-ordinator and Support Provider* will be expected to work closely with the Arts Officer and 2 specified arts office initiated Festival Committees in supporting the implementation of 2020 programmes and in assisting in the strategic development of other identified festivals.

The role of Festival Co-ordinator and Support Provider is to support two identified individual festivals (through on the ground support) in the development of and/or implementation of a strong programme of events and to contribute to the long term vision for festival development in the County. The role also includes support to the Arts Office in the review of the Festival & Events Strategy 2018-2020 and preparation of a new Festival Strategy for the County in addition to curation and programming of the Tipperary Bealtaine Festival due to take place in May 2021.

The successful tenderer will have excellent knowledge and experience of festivals, expertise across a range of contemporary arts practice (cross artform), strong strategic development expertise, arts programming experience and community and voluntary arts practice.

1. Description of Key Services

The successful Tenderers nominated Key Personnel/Project Manager/s will provide support in three distinct areas of work:

1. Implementation of Festival Strategy:
 - Actively support the implementation of the current Tipperary Festival & Events Strategy as directed by the Arts Officer.
 - Assist the Arts Office in the review of the existing Festivals & Events Strategy and preparation of a new Festivals Strategy for Tipperary.
 - Lead and develop appropriate training and/or other structured supports for festivals in Tipperary in line with Festival Policy.
 - Provide advice and support to festivals as required and agreed with the Arts Officer in line with the Tipperary Festivals and Events Strategy 2018-2020 and its successor.
2. Direct support to two arts office initiated festivals:
 - Work to support the administration, management and artistic programmes for the identified festivals in consultation and co-operation with voluntary festival committees
 - Advise on project management including advising on management of budgets, procurement of relevant services, communications, promotion and press.
 - Attend festival meetings in an advisory and supporting capacity
 - Support development of programming content.
 - Support committees in the administration associated with liaising and communicating with performers/agents/artists/contractors as required
 - Support the preparation and development of funding applications
 - Support the development and updating of policies and any other development work required.
 - Support and advise on strategic development to include committee and volunteer development.
 - Support and advise on strategic development specifically in the context of COVID-19 and planning for 2021.
3. Curation and Programming of Tipperary Bealtaine Festival 2021

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- The Tipperary Bealtaine Programme is a key element of the Tipperary Arts Programme and is organised in partnership with Tipperary libraries.
- The Tipperary Bealtaine Programme takes place annually during the month of May.
- The successful tenderer/s will lead the curation of the arts element of the Tipperary Bealtaine programme in consultation with the arts office.
- Administrative support for Tipperary Bealtaine Festival will be provided by The Arts Office.

2. General Requirements

- The *Festival Co-ordinator and Support Provider* will report to the Arts Officer.
- The successful tenderer/s must have their own transport in order to fulfil the role and will be required to indemnify Tipperary County Council on their car insurance.
- The successful tenderer/s will be required to complete a Garda vetting and reference checking process.
- The successful tenderer/s will be required to work flexible hours including evenings and weekends particularly in the lead in to and for the duration of festivals as demand requires and the tenderer/s must confirm their availability to be present in County Tipperary (Northern area) during the following time periods as required 29th September – 4th October/ 24th – 31st October 2020 and May 2021.
- The successful tenderer /s will be required to spend at least one half day per week at the office base in Nenagh, Co. Tipperary (In line with COVID-19 guidelines remote working may be facilitated during the COVID-19 pandemic).
- The successful tenderer/s will be required to attend festival committee meetings of the 2 specified festivals on a regular basis. (In line with COVID-19 guidelines remote working may be facilitated during the COVID-19 pandemic).
- The successful tenderer/s will be required to sign Tipperary County Council's Child Protection Policy in addition to individual festival's child protection policies.

3. Timeframe -see section 2.4 Pricing

2.2 Delivery Locations

Temporary office base is Nenagh. Work with specific festivals will be dependent on location, however, 2 identified Arts Office initiated festivals for direct support are located in Nenagh MD area. Support and advice services will extend to broader Tipperary administrative area.

2.3 Options (if applicable)

Tipperary County Council reserves the option to extend the agreement with the successful tenderer for an additional period of 6 to 8 weeks (funding and needs dependent).

2.4 Pricing

Tenderers' Pricing Schedules must be completed and submitted in accordance with the instructions set out in the Quotation Response Document.(QRD)

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This is a fixed priced contract for *Festival Co-ordination and Support Services* (inclusive of all expenses and VAT) and the Price identified in the Quotation Response Document.(QRD) of the successful tenderer/s will form part of the contract.

Budget:

Tenderers are advised that the Arts Office has a total budget allocation of €18,000-20,000 for the proposed 40 week contract period (September 2020 – June 2021 approx). This amount is **inclusive** of all expenses and VAT. Tenderers are advised to take this into account in preparing their tender response.

2.5 Review of Performance

A quality service is required under this contract. Therefore, performance will be continually monitored over the term of the contract. Cost competitiveness, performance, quality of service and turnaround time will be the main criteria for measuring performance.

2.5.1 Account Management

Economic operators submitting a quotation are required to nominate a dedicated account manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required.

2.5.2 Invoicing

Invoices shall be submitted by the successful economic operator on a monthly basis for all costs incurred in the preceding month, or as otherwise agreed by the parties. All official invoices must quote a Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the service provider.

2.6 Award to Runner Up

If for any reason, it is not possible to award the contract to the successful economic operator emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful economic operator has not met its obligations, the Contracting Authority reserves the right to award the contract to the next highest scoring economic operator on the basis of the terms advertised, at any time during the quotation validity period of 6 months.

3. EVALUATION CRITERIA

3.1 Suitability

The Contracting Authority will only consider quotations from competent and financially sound and compliant economic operators. To this end, you are required to confirm the following by completing the self-declaration contained in the separate Quotation Response Document (QRD).

- (a) General economic operator information.
- (b) Confirmation of tax compliance.
- (c) Confirmation that the economic operator is appropriately insured.
- (d) Confirmation via declaration that the economic operator is not bankrupt, guilty of corruption, fraud, money laundering, membership of a criminal organisation, not involved in child labour and/or human trafficking and is fully compliant with all its statutory obligations.

3.2 Award Criteria

The contract will be awarded on the basis of a quality and cost evaluation as assessed by the Contracting Authority, who is not obliged to accept the lowest or indeed any quotation. The following criteria will be applied:

Qualification Criteria

Technical and Professional Ability

All tenderers must demonstrate that they have the following technical and professional ability and must furnish the following documentation with their quotations. Tenderers will either pass OR fail this qualification criterion;

A minimum of five years relevant professional experience demonstrated for personnel proposed through inclusion of professional CV indicating relevant employers.

Award Criteria

The contract will be awarded from quotes evaluated on the basis of the Most Economically Advantageous Quote consistent with the following award criteria:

Criterion A	Weighting	Maximum Marks
Qualitative Criteria		

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A	Proposed methodology	20%	2000
<p>This criterion will be assessed on the basis of demonstrated understanding and proposed methodology to deliver the services required as outlined – to include a proposed timeline for delivery.</p>			
B	Previous Experience	25%	2500
<p>This criterion will be assessed on the basis of demonstrated previous experience of providing services of a similar size and nature to include arts programming, project management, producing, publicity and marketing. Demonstrable experience in strategic development, funding and commissioning strategies is desirable.</p>			
C	Key personnel/nominated project manager:	30%	3000
<p>This criterion will be assessed on the basis of knowledge and experience of proposed key personnel to include project management, programming and strategic development experience.</p>			
D	Any proposed additional services/ benefits	5%	500
<p>This criterion will be assessed on the basis of any proposed additional demonstrated skills, services or benefits proposed.</p>			
Quantitative Criteria		20%	2000
E	Ultimate Cost		
Total		100%	10,000

4. FORMAT OF RESPONSE

Service Providers are required to complete the separate Quotation Response Document which contains:

- (i) General Economic operator Information
- (ii) Information regarding compliance with the Suitability Criteria – tax, insurances and declarations
- (iii) The Quotation Form and where relevant response to the Qualitative Award Criteria.

Please ensure you read the Instructions to Economic operators Quoting as detailed in Section 5.

5. INSTRUCTIONS FOR ECONOMIC OPERATORS QUOTING

(a) Closing Date

The closing date for receipt of quotations is **12 noon on 1st September 2020**.

Quotations that are received late will not be considered in this competition.

(b) Submission of Quotations

Quotations should be submitted in hard copy format, as per the instructions on the first page of the Quotation Response Document

(c) Queries

All queries regarding this quotation should be submitted to the following email address: artsoffice@tipperarycoco.ie clearly marked Query for Quotation for **Festival Support Services**

Queries should be raised as soon as possible and in any case by **12 noon on Thursday 13th August 2020**.

For the purpose of circulating responses, queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated.

(d) Currency and Payments

The currency and invoices in which all prices and rates shall be quoted, and which payments under the contract will be paid, shall be Euros (€). All prices and rates quoted should be exclusive of VAT.

A schedule of payments will be agreed with the successful economic operator. The Contracting Authority operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

The standard method of payment used is Electronic Funds Transfer.

(e) Confidentiality

The distribution of the quotation documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Economic operators are required to treat the details of all documents supplied in connection with the quotation process as private and confidential.

(f) Conflict of Interest

Any conflict of interest involving an economic operator (or economic operators in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the economic operator and The Contracting Authority or employees of the

Contracting Authority or their relatives must be fully disclosed in the quotation submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the economic operator, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an economic operator or invalidate an award of contract, depending on when the conflict of interest comes to light.

(g) Freedom of Information Acts

Economic operators should be aware that, under the Freedom of Information Act 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

Economic operators are asked to consider if any of the information supplied by them in their Quotation should not be disclosed because of its confidentiality or commercial sensitivity. If economic operators consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, economic operators must, when providing such information, clearly identify the specific sections of their quotation containing such information and specify the reasons for its confidentiality or commercial sensitivity. For the avoidance of doubt economic operators may not assert confidentiality or commercial sensitivity over the entire quotation but must clearly identify the specific section containing such information. If economic operators do not identify information as confidential or commercially sensitive, it is liable to be released in response to a request under the above legislation without further notice to or consultation with the economic operator. The Contracting Authority will, where possible, consult with economic operators about confidential or commercially sensitive information so identified before making its decision on a request received. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

(h) Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), the Data Protection Act, 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.

The Contracting Authority will be a Controller (where Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the

meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this Request for Quotation.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the “Declarations” section of the accompanying Quotation Response Document (QRD) that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

(i) Tax Clearance Certificate

It will be a condition of award of this contract and any subsequent contract that the successful economic operator(s) comply with all EU and national tax laws. Economic operators are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident economic operators should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail: nonrestaxclearance@revenue.ie.

(j) Withholding Tax

Relevant payments shall be subject to Irish ‘Professional Services Withholding Tax’ at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

(k) Interference and Inducement to Purchase

Any effort by the economic operator to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of quotations and in decisions concerning the Award of Contract shall have their quotation rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

(l) Notification of Evaluations

All parties will be informed of the outcome of their proposals following evaluation and any necessary clarifications.

(m) Award to Runner-up

If for any reason, it is not possible to award the contract to the designated successful party emerging from this competitive process, or if having awarded the contract, the Contracting

Authority considers that the successful party has not met its obligations, the Contracting Authority reserves the right during the quotation validity period to award the contract to the next highest scoring party on the basis of the terms advertised without re-opening the competition. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

(n) Replacement Personnel

Notification must be sent in writing (by post or electronic means) as soon as possible to the Contracting Authority on any proposed change of nominated personnel, such change to be subject to the written approval of the Contracting Authority. Replacement personnel must be of equal or better standing than the existing personnel in terms of qualifications and experience.

(o) Copyright

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this quotation. The service provider may have a non-exclusive licence to use such material but only for its own purposes (to be agreed with the successful economic operator).

(p) Responsibility of Successful Party

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfill the obligations under the Contract, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.