



**Laois County Council**  
Áras an Chontae, Portlaoise, Co. Laois

## REQUEST FOR QUOTATION

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

### Subject of Quotation

Provision of Services for **Coordination of Public Art Projects- Laois Per Cent for Art Projects 2019.**

### Key Dates

#### Issue Date

January 2019

#### Closing Date for Queries

12 noon 18 January 2019

#### Closing Date for Quotations

**12 noon – 31<sup>st</sup> January 2019**

### Contact for Queries

Muireann Ni Chonaill, Arts Officer E: [mnichona@laoiscoco.ie](mailto:mnichona@laoiscoco.ie)

Format for submission of quotations – use the Quotation Response Document provided

Quotations to be submitted by e-mail to Muireann Ni Chonaill, Arts Officer.  
[mnichona@laoiscoco.ie](mailto:mnichona@laoiscoco.ie)

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## 1. ABOUT THE CONTRACTING AUTHORITY

### 1.1 The Contracting Authority

Laois 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.laois.ie](http://www.laois.ie)

### 1.2 Small and Medium Enterprise Participation

It is the policy of the Contracting Authority is 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 is a request for tenders for the Provision of Services for

#### **Coordination of Public Art– Laois Per Cent for Art Projects 2019**

Two public art projects will be commissioned through the Laois County Council, Percent for Art Budget. The total budgets for the two art projects will be €144,000 (inclusive of coordinators fee).

We seek to engage services for the coordination of public art projects, from development, commissioning and installation phases of the projects.

#### Requirements

The scope of the work is to lead and direct a process in order to engage with a wide variety of potential partners to commission new permanent artworks for Laois.

The *Service Provider* will be expected to work closely with the Arts Officer and Laois County Council in directing and facilitating the process.

The *Service Provider* will have excellent knowledge and experience of Public Art Commissioning in similar contexts, expertise across a range of contemporary arts practice, strong negotiating skills and community consultation and engagement expertise.

The role will require the successful *Service Provider* to liaise with the Arts Service, as required in addition to a selected public art committee to develop an appropriate, artistically imaginative and high quality response to this opportunity for artists and the people of Laois.

## 1. Description of Key Services

The successful Tenderers nominated Key Personnel/Project Manager/s will:

- Co-ordinate all aspects of the Per Cent for Art Commission from development of artists brief to final installation and PR related to the commission.
- Advise on and develop the artist's brief – to be completed by February.
- Ensure any permissions required are identified and in place. (with support by Arts Office)
- Conduct any research necessary to develop the project.
- Conduct any research necessary to respond to needs/issues identified.
- Develop strategies to maximize engagement as relevant.
- Attend meetings as required in Laois to progress the project during the development phase in particular and as required throughout the project.
- Manage the project budget and provide regular budget updates to the Arts Officer.
- Act as the contact point for artists during the competition process.
- Advise on selection panel membership in consultation with the arts office.
- Co-ordinate and manage the selection process
- Advise on and develop artist/s contract relating to the commission.
- Lead, write copy for and oversee the development of any printed information/documentation in relation to the commission.
- Provide relevant information for the input of details to online resources
- Lead the development of press and publicity for the commission, including the writing of press and other copy (all press to be signed off by the Arts Office).
- Comply with the Per Cent for Art General National Guidelines for the Per Cent for Art Scheme and best practice in commissioning and procurement at all times in the management of the project.

Key Deliverable: ***Commission of public artworks at configured Fr Browne Ave Roundabout on the Abbeyleix Road exit out of Portlaoise and at Main Street Portlaoise, Co Laois in partnership with key stakeholders.***

## 2. General Requirements

- The *Service Provider* will report to the Arts Officer.
- The *Service Provider* must have their own transport in order to fulfil the role and will be required to indemnify Laois County Council on their car insurance.
- The *Service Provider* may be required to complete a Garda vetting and reference checking process.
- The *Service Provider* will be required to work flexible hours which may include evenings if/as required.

**Timeframe & Budget** – It is envisaged the commission would be progressed as soon as possible and **advertised by the end of February 2019.**

See section 2.4 Pricing in relation to budget.

## 2.2 Delivery Locations

Laois

## 2.3 Options

Laois County Council reserves the option to extend the agreement with the successful tenderer for an additional period to be agreed if required (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)

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

### **Budget:**

These public art projects have come about through the Laois Percent for Art Budget. The total budget for the commissioned art projects will be approx €144,000 (inclusive of co-ordinators fee and VAT). Tenderers are advised to take this into account in preparing their tender response for project co-ordination services.

## 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 and quality of service and turnaround time will be the main criteria for measuring performance.

### 2.5.1 Account Management

The *Service Provider* submitting a quotation is 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 *Service Provider* on a tri-monthly basis for all costs incurred in the preceding months, or as otherwise agreed by the parties. All official invoices must quote a The Contracting Authority purchase order number. All invoices which do not quote the relevant order number(s) will be returned to the supplier.

## 2.6 Award to Runner Up

If for any reason, it is not possible to award the contract to the successful tenderer emerging from this competitive process, or if having awarded the contract, the Contracting Authority considers that the successful tenderer has not met its obligations, the Contracting Authority reserves the right to award the contract to the next highest scoring tenderer 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 service providers. 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 company information.
- (b) Confirmation of tax compliance.
- (c) Confirmation that the firm/party is appropriately insured.
- (d) Confirmation via declaration that the service provider 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

#### 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:

AWARD CRITERIA		WEIGHTINGS	MAXIMUM SCORE AVAILABLE	MINIMUM SCORE REQUIRED
<b>Qualitative Criteria</b>				
<b>A</b>	<b>Proposed methodology</b>	<b>20%</b>	2,000	1,000
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.				
<b>B</b>	<b>Previous Experience</b>	<b>25%</b>	2,500	1,250
This criterion will be assessed on the basis of demonstrated previous experience of providing services of a similar size and nature to include public art commissioning, project management, producing, publicity and marketing. Demonstrable experience in community engagement strategies is desirable.				
<b>C</b>	<b>Key personnel/nominated project manager:</b>	<b>30%</b>	3,000	1,500
This criterion will be assessed on the basis of knowledge and experience of proposed key personnel to include project management.				
<b>D</b>	<b>Any proposed additional services/ benefits</b>	<b>5%</b>	500	250
This criterion will be assessed on the basis of any proposed additional demonstrated skills, services or benefits proposed.				
<b>Quantitative Criteria</b>				
<b>E</b>	<b>Ultimate Cost</b>	<b>20%</b>	2,000	<i>n/a</i>
	<b>TOTAL</b>	<b>100%</b>	<b>10,000</b>	<b><i>n/a</i></b>

## 4. FORMAT OF RESPONSE

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

- (i) General Company 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 as detailed in Section 5.

## 5. INSTRUCTIONS FOR SERVICE PROVIDERS QUOTING

### (a) Closing Date

The closing date for receipt of quotations is **12 noon 31<sup>st</sup> January 2019**

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

### (b) Submission of Quotations

Quotations should be submitted to the following email address: [mnichona@laoiscoco.ie](mailto:mnichona@laoiscoco.ie)

clearly marked Quotation for Coordination of Public Art Projects **Laois 2019**.

### (c) Queries

All queries regarding this quotation should be submitted to the following email address: [mnichona@laoiscoco.ie](mailto:mnichona@laoiscoco.ie), clearly marked Query for Quotation for **Public Art Project Co-ordinator – Laois 2019**

Queries should be raised as soon as possible and no later than 12 noon on 18<sup>th</sup> January **2019**

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. Please indicate VAT applicable separately.



A schedule of payments will be agreed with the successful service provider. 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. The *Service Provider* is 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 a *Service Provider* (or firms in the event of a consortium bid) must be fully disclosed to The Contracting Authority. Any registrable interest involving the service provider 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 service provider, 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 a service provider or invalidate an award of contract, depending on when the conflict of interest comes to light.

#### **(g) Freedom of Information Acts**

All responses to this invitation to quotation will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the service provider except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement rules and procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Service Providers are asked to consider if any of the information supplied by them in response to this request for quotation should not be disclosed because of its sensitivity. If this is the case, Service Providers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

#### **(h) Data Protection**

Service Providers are required to comply with all directions of the Contracting Authority with regard to:

- (i) the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);

- (ii) local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities
- (iii) comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
  - Data Protection Acts, 1988 and 2003 and
  - All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

**(i) Tax Clearance Certificate**

It will be a condition of award of this contract and any subsequent contract that the successful service provider(s) comply with all EU and national tax laws. Service providers are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident service providers 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](mailto: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. Laois, Ireland (Tel: +353-67-63400).

**(k) Interference and Inducement to Purchase**

Any effort by the service provider 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) 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 that the existing personnel in terms of qualifications and experience.

**(n) 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 service provider).

**(o) 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 fulfil 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.