

Cavan County Council

**RFQ – Request for Quotation**

**For Goods and/or Works and/or Services**

|  |  |  |
| --- | --- | --- |
| Cavan County Council invites you to submit a quotation by completing this form for the supply of Goods and/or Works and/or Services specified.  Both Section A and B on the Quotation Submission Form must be completed in Full and submitted to the Council before the Quotation Deadline as instructed below.  Bidders must be able to Pass – Section A - the Suitability Criteria in order to have their Quotation considered under – Section B - the Award Criteria.  Further Quotation Instructions are attached. | | |
| Closing date for Submission (Quotation Deadline) | **(21 March 2019)** | |
| Completed Quotation Submissions must be returned to | | |
| Email to: [ncosgrove@cavancoco.ie](mailto:ncosgrove@cavancoco.ie) | | |
| Closing date for Queries/Clarifications (Query Deadline) | | **18 March 2019)** |
| Queries/Clarifications must be submitted to | | |
| Email to: [ncosgrove@cavancoco.ie](mailto:ncosgrove@cavancoco.ie) | | |

This request for quotation does not form any commitment to buy.

**Quotation Submission Form**

To: Cavan County Council

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Organisation Name:** |  | | | |
| **Contact Person:** |  | **Position:** | |  |
| **Address:** |  | | | |
| **Phone:** | **Email:** | | **Website:** | |
|  |  | |  | |
| **VAT Registration No:** |  | **Legal Structure – partnership, limited company, etc.** | |  |

From:-

**Section A – Suitability Criteria (Pass/Fail)**

**Bidders must respond yes to all the following Suitability Criteria in order to Pass**

|  |  |
| --- | --- |
| Suitability Criteria | Yes/No |
| * Can you Comply with the Tax Requirement |  |
| * Can you Comply with the Insurance Requirement |  |
| * Can you Comply with the Health and Safety Requirement |  |
| * Did you complete Table A1 below to provide the relevant information to clearly demonstrating successful delivery of 3 previous comparable contracts / experience, involving delivering the art form required under this RFQ |  |
| * Can you meet or exceed the Councils Specification Requirements |  |
| * Have you the necessary resources to deliver Services in full and meet the Delivery Timeframes |  |

# Table A1 - Previous Contracts / Experience – Pass/Fail Criteria

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Reference Contract #1** | | | | | |
| **Customer Name** |  | | | | |
| **Contact Name** |  | | | | |
| **Contact Number** |  | | | | |
| **Delivery Date(s)** | **From** |  | | **To** |  |
| **Contract Value** |  | | **Period value refers to** | |  |
| **Detailed description** |  | | | | |
| Taking account of the features of the contract, please provide information in relation to the following, demonstrating comparability with the contract being awarded under this procurement: | | | | | |
| **Delivering the Art form required under this RFQ through workshops to a number of participants.** |  | | | | |
| Any other relevant information | | | | | |
|  | | | | | |
| **Reference Contract #2** | | | | | |
| **Customer Name** |  | | | | |
| **Contact Name** |  | | | | |
| **Contact Number** |  | | | | |
| **Delivery Date(s)** | **From** |  | | **To** |  |
| **Contract Value** |  | | **Period value refers to** | |  |
| **Detailed description** |  | | | | |
| Taking account of the features of the contract, please provide information in relation to the following, demonstrating comparability with the contract being awarded under this procurement: | | | | | |
| **Delivering the Art form required under this RFQ through workshops to a number of participants.** |  | | | | |
| Any other relevant information | | | | | |
|  | | | | | |
| **Reference Contract #3** | | | | | |
| **Customer Name** |  | | | | |
| **Contact Name** |  | | | | |
| **Contact Number** |  | | | | |
| **Delivery Date(s)** | **From** |  | | **To** |  |
| **Contract Value** |  | | **Period value refers to** | |  |
| **Detailed description** |  | | | | |
| Taking account of the features of the contract, please provide information in relation to the following, demonstrating comparability with the contract being awarded under this procurement: | | | | | |
| **Delivering the Art form required under this RFQ through workshops to a number of participants.** |  | | | | |
| Any other relevant information | | | | | |
|  | | | | | |

**Section B – Award Criteria (based on 100% Price)**

Bidders that pass Section A will have their Prices considered under Section B.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract Specification - Description** | | | |
| Refer to Appendix 1 | | | |
| **FIXED FEE** | **Total Fee proposed**  **(Excluding VAT) in Euro** | **VAT**  **Rate**  **(%)** | **Total Fee**  **proposed**  **(Including VAT)** |
| Proposed Total Fee for delivery of the programme designed by the artist facilitator to provide 26 contact hours and showcase time if required with participants as specified in the RFQ and specification. | € |  | € |
| Costs for Materials. This must include all and any other relevant costs. |  |  |  |

I/We confirm that I/we

* Will keep this offer for the contract open for acceptance by you for a period of 12 months from the date of deadline for submission of quotations,
* Undertake to treat the details of this Request for Quotation, our response and any subsequent agreements as private and confidential,
* Agree that you are not bound to accept the most economically advantageous or any quotation you may receive,
* Fully understand the Contracting Authority’s requirements and have availed of all offers for additional information or have otherwise satisfied myself/ourselves as to conditions that may in any manner affect the performance of the services required under the contract,
* Fully understand the Contracting Authority’s Purchase Order – Standard Terms and Conditions,
* Will not, if awarded a contract employ labour in a manner that is discriminatory in relation to gender, race, religious beliefs, age etc.,

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed:** | | |  |
| **Name (in Capital Letters):** | | |  |
| **On behalf of:** | | |  |
| **Address:** | |  | |
| **Telephone:** |  | | |
| **Email:** |  | | |
| **Date:** |  | | |

**Further Instructions to Bidders Quoting**

### Closing Date

The closing date for receipt of quotations is as detailed on Page 1 of this RFQ.

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

### Submission of Quotations

Quotations should be submitted as detailed on Page 1 of this RFQ.

### Queries

All queries regarding this quotation should be submitted as detailed on Page 1 of this RFQ.

Queries should be raised as soon as possible and in any case at **least 1 day** before the closing date.

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.

### Validity Period

Bidders must confirm that all prices quoted in their Quotation Form Submission will remain valid for 12 months commencing from the Quotation Deadline.

## **Specification of Requirements**

*Refer to Appendix 1 attached to this Quotation Submission Form*

## **Delivery Locations**

*Refer to Appendix 1 attached to this Quotation Submission Form*

## **Pricing**

* All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
* Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
* 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.
* Payments for the supply of Goods and/or Works and/or Services provided pursuant to this RFQ shall be subject to and be made in accordance with the Councils Purchase Order – Standard Terms and Conditions.

### 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. Firms are required to treat the details of all documents supplied in connection with the quotation process as private and confidential.

### Conflict of Interest

Any conflict of interest involving a firm (or firms in the event of a consortium bid) must be fully disclosed to The Contracting Authority.

### 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 firm 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).

Firms 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, firms 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.

### Data Protection

Firms are required to comply fully with the Data Protection Acts, 1988 and 2003 and the requirements of the General Data Protection Regulation (GDPR).

### 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 firm).

### Insurance and Indemnity

The successful Bidder shall (unless otherwise agreed) be required to hold for the term of the Services Contract the following insurances and shall at all times have sufficient insurances in place and provide written evidence to the Council upon request;

|  |  |
| --- | --- |
| **Type of Insurance** | **Indemnity Limit** |
| **Employers Liability** | €6.m |
| **Public Liability** | €2.5m |

The successful Bidder shall (unless otherwise agreed) provide and indemnity to principal

### Health and Safety(Amend if not applicable)

The successful Bidder shall (unless otherwise agreed) submit a copy of their Health & Safety Statement and any other relevant documentation as required to demonstrate compliance with Health and Safety requirements to the satisfaction of the Council.

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### Child Protection (Amend if not applicable)

Prior to appointment of contract the successful Bidder shall confirm, in writing, that Garda Vetting Clearance has been obtained for the person / persons undertaking the project, in accordance with S.I. Number 47 National Vetting Bureau (Children and. Vulnerable Persons) Act 2012 to 2016. The Contracting Authorities Child Protection Policy must be read and adhered to by the successful bidder.

### Tax Clearance Certificate

It will be a condition of award of this contract and any subsequent contract that the Successful Bidder/firm(s) comply with all EU and national tax laws. Firms are referred to the Irish Revenue web site <http://www.revenue.ie/>. Non-resident firms 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).

### 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).

### 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.

### 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.

**Appendix 1 Specification**

**Musician Facilitator to develop new work with community in Cavan**

A musician facilitator is required to provide a series of workshops to take place in conjunction with the re-opening of Townhall, Cavan. These workshops will culminate in a showcase piece to celebrate the journey that the PEACE Programme in Cavan has achieved to date since the signing of the Good Friday Agreement.

The musician facilitator is expected to deliver innovative and contemporary work with local community participants. This will be delivered through a programme designed by the facilitator to provide 26 contact hours with participants. The theme to be explored in this new work of art is to examine the legacy of Peace in our border area and the wider positive implications for cultural, social and economic stability in this area and the wider country.

The musician facilitator is required to work with a minimum of 15 participants during the 26 contact hours and additional showcase time if appropriate.

This commission will be will completed to coincide with the refurbishment of Townhall, Cavan and showcased in July 2019 against the backdrop of the re-opening of this historic building. The showcase will arise from a process-based project with the musician facilitator leading local participants in a journey through arts practice.

**Invitations are sought from musicians.**

**Budget**

The overall budget will not exceed €6,300.

**Technical and Material Costs**

All technical and material costs are to be identified by the musician facilitator and the successful candidates will be required to secure value for money on a best price basis.

**Timeframe:** To be delivered between March and July 2019.

 

***This project has been supported by the EU’s PEACE IV Programme, managed by the SEUPB.***