



Tender for Provision of PR Services for Festival 2019

**Return To: naomi@belfastinternationalartsfestival.com
Return Deadline: 12noon on Monday 3rd June 2019**

Belfast International Arts Festival

T: 028 9033 2261

W: belfastinternationalartsfestival.com

Charity Number: NIC103560

Company Number: NI631354

Belfast Festival T/a Belfast International Arts Festival

1 Information for Applicants

- 1.1 Belfast International Arts Festival (BIAF) invites applications from experienced Service Providers who wish to tender for the provision of PR Services for Festival 2019. The Contract is expected to commence in June 2019 and complete in November 2019. The contract may also be extended ad hoc to include other PR support for events and activities.

Subject to successful contract delivery for Festival 2019, and agreement between the parties, the contract may be extended annually for up to a further 2 years. Please also refer to clause 4.6 below.

- 1.2 **Applications are to be submitted by email to naomi@belfastinternationalartsfestival.com with 'Tender: PR Services' in the subject title, no later than 12noon on Monday 3rd June 2019. Late applications will not be considered. Submissions should not exceed 5MB.**
- 1.3 Applicants should note that it is their sole responsibility to ensure that their proposals are complete and accurate. Where the information requested has not been provided, and no explanation has been given as to its omission, this will result in the application being rejected.
- 1.4 In case of a technical or procurement query, please contact the Festival Manager, Naomi Conway, via email at naomi@belfastinternationalartsfestival.com. Any points that require clarification must be received no later than 5 working days before the tender return date.
- 1.5 BIAF may, in exceptional circumstances and at its own absolute discretion, extend the closing date and time for the submission of proposals. Any such extension would apply to all applicants and would be communicated as such via email.
- 1.6 BIAF shall not be responsible for, or pay for, any expenses or losses that may be incurred by any Applicant in preparing their tender proposal.
- 1.7 **Evaluation Criteria**
The criteria for the award of the contract shall be the most economically advantageous proposal based on the following:
- Proposed fee – refer to Section 3.1
 - Ability to deliver the complete range of services set out in Section 2.3
 - Relevant skills, experience, qualifications, knowledge, etc set out in Section 2.4
- 1.8 Applicants may be required to attend for interview, following evaluation of their proposals, and will be notified of the requirement to attend for interview within 10 working days of the closing date for submission of tender.
- 1.9 BIAF is not committed nor required to accept the lowest or indeed any proposal.
- 1.10 BIAF shall not be responsible for any additional payments over and above the agreed price for the successful appointee.
- 1.11 Applicants must be explicit and comprehensive in their responses as this will be the single source of information on which proposals will be evaluated. Applicants are advised neither to make any assumptions about any past or current supplier relationships with BIAF, nor to assume that such relationships will be taken into account in the evaluation process. Tenderers must not make assumptions that BIAF will have any prior knowledge of them, their organisation, or their service provision.

- 1.12** Applicants must confirm in their proposals that there will be no **Conflict of Interest**, or perceived Conflict of Interest, in relation to their servicing this contract.
- 1.13** All information provided by BIAF, either within this exercise, or during any resultant contract, shall be treated as confidential and should not be disclosed to any third party without BIAF's prior permission. Similarly, all information provided by the applicant will remain strictly confidential.
- 1.14** BIAF is committed to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to BIAF may need to be disclosed and/or published. If you consider that any of the information included in your application would give rise to an actionable breach of confidence and/or would prejudice your commercial interests, and/or constitute trade secrets ("commercially sensitive") please identify it and explain (in broad terms) what harm might result from the disclosure and/or publication. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose and/or publish it, whether or not your application is accepted.
- 1.15** Whilst information of a sensitive nature will not normally be disclosed and/or published, in certain circumstances BIAF may be required to disclose and/or publish such sensitive information where the public interest in its disclosure and/or publication outweighs the public interest in keeping such information confidential.

2 Specification

2.1 BIAF Background

The mission of BIAF is to be the preeminent, progressive, international arts event within Northern Ireland, actively engaging both global and local communities in the richness and diversity of contemporary arts practice. With our partners throughout the entire city, we seek to create a distinctive environment for audiences to enjoy and participate in inspirational and transformative aesthetic experiences from world-class artists, thinkers and leaders.

We do this by:

- Presenting a wide range of contemporary arts and cultural events of the highest possible international standard to the widest possible audiences from home and abroad
- Reflecting contemporary culture from across the globe to audiences from Belfast, NI and visitors to the province
- Offering an international showcase for the best of Northern Ireland contemporary culture
- Presenting events which cannot easily be achieved by any other UK or Irish arts organisation through innovative programming and a commitment to creating new work
- Actively ensuring equal opportunities and access for all sections of our communities to directly experience, participate in and enjoy BIAF
- Collaborating and partnering with arts and community organisations across Belfast to create an annual city wide, cultural celebration
- Ensuring BIAF has adequate financial resources and expertise to fulfil its mission and address its overall sustainability

Our guiding principles reflect the importance of:

- Global Connections
- Contemporary and Inter-disciplinary arts practice
- Community
- Collaboration and Partnership
- Access and Diversity

The 2019 edition of BIAF will take place from 15 October – 3 November bringing events and experiences from all over the world to audiences across Belfast. The programme will contain a number of significant events including:

- An opening week comprising new stage works from Japan as part of the Japan-UK Season of Culture 2019-20
- New dance pieces from France at the Grand Opera House
- Outdoor spectacles at Botanic Gardens
- UK/Ireland theatre and dance premieres
- A showcase of local work
- Talks and literature events
- Major artistic collaborations and events potentially in partnership with other institutions and agencies, requiring co-ordination and liaison between PR teams to ensure united messaging

2.2 BIAF Tender Objectives

Objectives for this tender process are:

- Secure a high-quality provider of PR services
- Ensure supplier is in place to meet the timeframe
- Appoint a supplier who will provide high standards of professional service
- Appoint a supplier who will provide excellent value for money
- Work with a supplier who will add value to our services

2.3 Summary of Services Required

The purpose of the PR Services provision is to support the BIAF Marketing Manager and team in delivering a professional and strategic communications, press and media service which will:

- Increase the profile of BIAF and the annual Festival at home and internationally
- Build the BIAF brand
- Bring in new audiences whilst retaining existing ones
- Assist BIAF to meet attendance targets

The Service provider will be directly responsible for:

- Managing all PR related activities (with other agents and all delivery partners where appropriate)
- Producing and delivering an integrated Press and PR strategy for Festival 2019 that increases media coverage in Belfast, NI, UK and ROI and Internationally
- Liaising closely with funders and stakeholders to ensure their communication objectives are met
- Evaluating current media partnerships, and recommend and deliver any decisions on the course of action for Festival 2019
- Producing and managing PR teasers, early sales releases and new event announcements (mid-June onwards)
- Co-ordination of launch events for the full brochure (Belfast mid-August) and Media Reception in conjunction with Visit Belfast/Tourism Ireland (Dublin early September)
- Generating PR/editorial interest with wider media and mainstream press including regional, national and international media, local radio, local television and national networks using press releases, previews, editorials, briefings and features in conjunction with partners
- Developing relationships on behalf of BIAF with key press and media
- Co-ordinating tickets for journalists and media representatives at selected events
- Promoting BIAF and Festival 2019 on a Local, National and International stage as one of Northern Ireland's and Ireland's major international, cultural events
- Providing a daily press and media update during Festival 2019 ensuring all coverage is collated and shared for use by the BIAF team on marketing channels
- Working closely with the Marketing Manager and BIAF team
- Working within agreed budgets
- Measuring and evaluating the success of your PR Strategy for Festival 2019 – including collating a full clippings file and a post-event Press and PR analysis for all stakeholders. To be delivered within 4 weeks of the end of Festival 2019

2.4 Service Providers Skills, Experience, Qualifications, Knowledge, etc

Applicants must provide evidence that they meet the following requirements giving examples of having:

- A minimum of 5 years' experience of producing professional Press and PR campaigns for events with high attendance targets
- An in-depth professional working knowledge of delivering successful PR services within the arts and cultural sector
- Experience of delivering similar work and targets on time and to budget

Applicants must demonstrate that they have:

- Excellent communication skills and expertise
- Excellent team working and collaborative skills
- Excellent oral and written skills
- Good computer literacy skills
- Experience of problem solving and complaint handling

Applicants must also indicate that they:

- Are fully available to deliver the complete range of services and are able to attend all launches, opening and closing receptions, and any other VIP / stakeholder events being held which may be during daytime, evening or weekends.
- Have access to own transport

3 Submission

The application should be clear and include evidence of:

3.1 Cost

In addition to providing a fully inclusive total cost for the Service Provision, the tender will also supply:

- Financial Breakdown: Provide a financial breakdown for the service outlined in 2.3. *Summary of Services* including all fees, expenses, materials, other tangibles and any other expenses related to the delivery of the contract.
- Hourly rates – and any variation of rate across team members
- VAT Status: Advise if you are VAT registered (if applicable include your VAT number) and indicate all costs that are subject to VAT.
- The fee quoted should be on a 'best-bid' basis and should remain fixed until completion of the tendering and contract process.

NB: The costs submitted will be fixed for the 3-year period. BIAF will not accept an annual price increase without clear justification showing costs to the appointed service provider have increased. Tenderers should explain any mechanism they have in place for reviewing charges and provide details of categories of expenditure which might impact future costs.

3.2 Ability to deliver the complete range of services set out in Section 2.3 above

Provide a statement (not more than 1000 words) detailing how you are best placed to deliver this service, and demonstrating how you meet the requirements outlined in 2.3. *Summary of Services*. Give examples of contracts/work of a similar scale, volume and calibre of client, and provide a minimum of two references from current or former clients.

3.3 Relevant Skills, Experience, Qualifications, Knowledge, refer to Section 2.4

Detail your/the relevant experience of the team to be deployed on this contract. Submissions should include details of nominated individuals charged with the responsibility of delivering both the entire contract and/or specific service elements within it. Include full CVs for all persons involved in the Delivery of the Service.

3.4 Uniquely BIAF

A statement on how you will deliver a unique service tailored to BIAF – how you will distinguish BIAF from the range of other Festivals and competing events that take place across the city in the calendar year.

3.5 Added Value

Provide details of any added value you can bring to BIAF.

3.6 Conflict of Interest – refer to section 1.12

A statement declaring there is no Conflict of Interest/ or identifying any perceived Conflict of Interest and giving information on how it will be managed.

3.7 GDPR Legislation

Provide a brief statement confirming you have in place technical and organisational measures to ensure that data processing will (a) meet the requirements of GDPR legislation and (b) ensure the protection of the rights of the data subject.

3.8 Conditions of Contract

Attention is drawn to the Conditions of Contract at Section 4. Applicants should ensure that any documentation submitted does not contain, or bear printed thereon, terms and conditions or general restrictions that conflict with Section 4.

4 Conditions of Contract

4.1 The Work

- 4.1.1 The appointee shall complete the work with reasonable skill, care and diligence in accordance with the contract.
- 4.1.2 The appointee shall provide BIAF with reports on the work at such intervals and in such form as BIAF require.
- 4.1.3 The nominated individual, responsible for management and operation of the overall contract, shall remain in that capacity unless by prior agreement with BIAF, or in the event of circumstances beyond the appointee's control.
- 4.1.4 BIAF reserves the right, by notice to the appointee to modify its requirements in relation to the work. Any alteration to the contract price or the completion date arising by reason of such modification shall be agreed between the parties. Failing agreement, the matter shall be determined by arbitration in accordance with the provisions of Condition 4.10.

4.2 Fees and Expenses

- 4.2.1 BIAF shall pay to the appointee fees at the rate specified in the contract and/or the Purchase Order.
- 4.2.2 BIAF shall reimburse the appointee the amount of all expenses reasonably and properly incurred in the performance of the work, in line with the expenses detailed in the tender proposal. The appointee will adhere to BIAF's Travel Policy and Travel Regulations as if s/he were an employee of BIAF. BIAF's travel policy is that employees are reimbursed the actual cost of expenses incurred wholly, exclusively and necessarily in the performance of duties of their employment subject to the rules and rates laid down in the Travel Regulations. Nothing in this clause should be taken to mean that the appointee is an employee of BIAF.
- 4.2.3 Unless otherwise stated in the contract and/or the Purchase Order, payment will be made by the end of the month following that in which a valid and accurate invoice is received, for work completed to the satisfaction of BIAF.
- 4.2.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 4.2.5 Expenses, where applicable, shall be shown separately on all invoices and shall include a breakdown of expenses.

4.3 Indemnities and Insurance

- 4.3.1 The appointee shall indemnify and keep indemnified BIAF against all actions, claims, demands, costs and expenses incurred by or made against BIAF in respect of any loss or damage which arises from any advice given or anything done or omitted to be done under this contract to the extent that such loss or damage is caused by the negligence or other wrongful act of the appointee, his servants or agents.
- 4.3.2 The appointee (if an individual) represents that s/he is regarded by all relevant crown bodies and agencies, such as Her Majesty's Revenue & Customs, as self-employed and accordingly, shall indemnify BIAF against any tax, national insurance contributions or similar impost for which BIAF may be liable in respect of the appointee by reason of this contract.
- 4.3.3 The appointee shall effect with an insurance company or companies acceptable to BIAF, a policy(ies) covering all the matters which are the subject of the indemnities and undertakings on the part of the appointee contained in this contract, in the sum of £500,000 at least in respect of one incident and unlimited in total, unless otherwise agreed by BIAF in writing.
- 4.3.4 If requested, a certificate evidencing the existence of such a policy(ies) shall be provided by the appointee to BIAF, for e.g a certificate of Professional Indemnity Insurance.

4.4 Employment Discrimination

4.4.1 The appointee shall not unlawfully discriminate within the meaning of any relevant legislation or any statutory modification or re-enactment thereof relating to discrimination in employment whether by race, ethnic or national origin, colour, creed, disability, political belief, membership of or activities as part of a trade union, social or economic class, sex or gender, sexual orientation, marital or parental status or other family circumstance or any other ground not relevant to good employment practice. The appointee shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the appointee and all sub-contractors employed in the execution of the contract.

4.5 Confidentiality

4.5.1 The appointee shall not disclose, and shall ensure that their employees do not disclose, any information of a confidential nature obtained by them by reason of this contract except information which is in the public domain otherwise than by reason of a breach of this provision.

4.5.2 The provisions of this condition shall apply during the continuance of this contract and after its termination howsoever arising.

4.6 Termination

4.6.1 Either party shall be entitled to terminate this contract by giving not less than thirty days' notice to that effect.

4.6.2 Termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereupon accrue to BIAF and shall not affect the continued operation of the contract during the notice period.

4.7 Recovery and Sums Due

4.7.1 Wherever under this contract any sum of money is recoverable from or payable by the appointee, that sum may be deducted from any sum then due, or which at any later time may become due, to the appointee under this contract or under any other agreement or contract with BIAF.

4.8 Assignment, Sub-Contracting and Procurement of Services

4.8.1 The appointee shall not assign or sub-contract any portion of the contract without the prior written consent of BIAF. Sub-contracting any part of the contract shall not relieve the appointee of any obligation or duty attributable to him/her under the contract or these Conditions.

4.8.2 Where BIAF has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the appointee to BIAF immediately.

4.8.3 The appointee shall abide by the procurement guidelines and requirements operated by BIAF. The appointee shall maintain records for the purchases of equipment, materials or services related to this agreement and shall make available such records to BIAF as and when requested.

4.9 Status of Contract

4.9.1 Nothing in the contract shall have the effect of making the appointee an employee of BIAF.

4.10 Arbitration

4.10.1 All disputes, differences or questions between the parties to the contract with respect to any matter or thing arising out of or relating to the contract other than a matter or thing as to which the decision of BIAF is under the contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the contract, shall be referred to the arbitration of two persons one to be appointed by BIAF and one by the appointee, or their Umpire, in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

4.11 Headings

4.11.1 The headings to Conditions shall not affect their interpretation.

4.12 Anti-Bribery and Anti-Corruption

4.12.1 The appointee shall:

- a) Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements').
- b) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- c) Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 (section 7(2) and any guidance issued under section 9, sections 6(5) and 6(6) of that Act and section 8 of that Act respectively) to ensure compliance with the Relevant Requirements and will enforce them where appropriate.
- d) Ensure that all persons associated with the appointee, including employees and sub-contractors, or other persons who are performing services in connection with this agreement comply with this Clause.

4.12.2 In the event of any breach of this by the appointee or by anyone employed by them acting on their behalf (whether with or without the knowledge of the appointee):

- a) The appointee shall immediately give BIAF full details of any such breach and shall co-operate fully with BIAF in disclosing information and documents which BIAF may request.
- b) BIAF shall (without prejudice to any of its rights or remedies under this agreement or otherwise) be entitled by notice in writing to terminate this agreement immediately
- c) The appointee shall be liable for, and shall indemnify and keep BIAF indemnified, in respect of any and all loss resulting from such termination.

4.12.3 The decision of BIAF shall be final and conclusive in any dispute, difference or question arising in respect of:

- a) The interpretation of this Clause.
- b) The right of BIAF to terminate this agreement.
- c) The amount or value of any gift, consideration or commission.

4.13 Governing Law

4.13.1 These Conditions shall be governed by, and construed in accordance with Northern Ireland Law and the appointee hereby irrevocably submits to the jurisdiction of the relevant Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of BIAF to take proceedings against the appointee in any other court of competent jurisdiction.

4.14 General Data Protection Regulation (GDPR)

4.14.1 The General Data Protection Regulation (GDPR) came into force on 25th May 2018. The GDPR applies to Controllers (who say how and why personal data is processed) and Processors (who act on the Controller's behalf). GDPR applies to any public or private organisation processing personal data. Personal data means any information that relates to an identified or identifiable living subject, i.e. staff member, member of the public, customer etc. The contracts being procured as a part of this PR Tender will be subject to the GDPR, and the successful service provider will be a Processor.

Tenderers should note that:

- a) Suppliers will be expected to manage their own costs in relation to compliance with GDPR
- b) GDPR Processors now face direct legal obligations and they can be fined by the Information Commissioner's office (ICO)
- c) Both Controllers and Processors may face claims for compensation where they have not complied with their obligations under GDPR
- d) BIAF will not accept liability clauses the aim of which is to indemnify Processors against fines or claims under GDPR, as this undermines the principle that Processors are directly responsible for protection of personal data.
- e) The contract documents to be entered into by the successful supplier(s) will include specific obligations in relation to GDPR
- f) The pricing and supplementary information at Section 3, requires the tenderer to confirm that they have in place technical and organisation measures that are sufficient to ensure that the processing will (a) meet the requirements of GDPR legislation and (b) ensure the protection of the rights of the data subject.

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