
**BELFAST
INTERNATIONAL
ARTS
FESTIVAL**

**Tender for Provision of
Assistant Producer Services
From 01/06/18 to 31/12/18 for**

Across & In-Between by Suzanne Lacy

**A co-commission between 14-18 Now
& Belfast International Arts Festival**

Return To: recruitment@belfastinternationalartsfestival.com

Return Deadline: 10pm on Sunday 20th May 2018

Belfast International Arts Festival

T: 028 9033 2261

W: belfastinternationalartsfestival.com

Charity Number: NIC103560

Company Number: NI631354

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 'Assistant Producer' on the Belfast International Arts Festival and 14-18 Now's co-commission of *Across and In-Between* by Suzanne Lacy. The Contract will be for a period of 7 months and subject to clause 4.6 below.

The fee quoted in 'Section 3.1 Cost' should be on a 'best-bid' basis and should remain fixed for no less than 60 days from the closing date for submissions. For guidance only, it is expected that the fully inclusive proposed fee shall not exceed £18,000. This contract is offered with the estimate that it will require full-time delivery across the period 1st June to 31st December 2018 – this is not a fixed period/number of hours and could be less, or more. Please note that the time commitment needed to ensure full delivery of the service may include occasional weekend working, evening work and travel periods away from Belfast included within fee during production and festival dates.

- 1.2 **Applications should be returned via email to recruitment@belfastinternationalartsfestival.com with 'Tender: Assistant Producer *Across and In-Between*' in the subject title no later than 10pm on 20th May 2018. Applications received after this time 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 us via email: recruitment@belfastinternationalartsfestival.com. Any points that require clarification must be received 5 working days before the application 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 proposals.
- 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
 - Relevant experience
 - Ability to deliver the complete range of services set out in Section 2.3
- 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 days of the closing date for submission of proposals.

- 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 their past or current supplier relationships with BIAF, nor to assume that such relationships will be taken into account in the evaluation process.
- 1.12 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.
- 1.13 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.
- 1.14 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 Background

BELFAST INTERNATIONAL ARTS FESTIVAL

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 2018 edition of BIAF will take place from 16 October – 3 November bringing events and experiences from all over the world to audiences across Belfast. *Across and In-Between* may involve extended presentation beyond the closing date of the festival but no longer than December 2018. The wider BIAF programme will contain a number of significant events including:

- UK/Ireland theatre and dance premieres
- A showcase of local work
- Outdoor performances of a contemporary and interdisciplinary nature
- Talks and literature events

This role is intended for work exclusively on the *Across and In-Between* project.

14-18 NOW

14-18 NOW is a five-year programme of extraordinary arts experiences connecting people with the First World War. Working with arts and heritage partners all across the UK, we commission new artworks from leading contemporary artists, musicians, designers and performers, inspired by the period 1914-18.

Since the start of the First World War centenary in 2014, 14-18 NOW has commissioned over 325 artworks, which have been seen by more than 30 million people.

We firmly believe in the transformative power of the arts to bring the stories of the First World War to life. Perceptions of the war have been shaped by the artists of the time, including poets, painters, photographers and film-makers – many of whom served and who reflected on the war and its effects. One hundred years later, today's artists are opening up new perspectives on the present as well as the past.

2.2 ACROSS AND IN-BETWEEN BY SUZANNE LACY

Across and In-Between is a new artwork by acclaimed artist, Suzanne Lacy, co-commissioned by [Belfast International Arts Festival](#) and [14-18 Now](#).

Borders have profound impacts on the lives of people who live on or near them. Some borders, such as the one dividing Northern Ireland from the Republic, run through lakes, roads and farmland.

The Partition of Ireland dates from the end of the First World War. After the Easter Rising of 1916 and the assertion of independence by Sinn Fein in 1918, a devastating civil war broke out following the division of Ireland into north and south. The consequences of partition are still felt today.

Suzanne Lacy investigates how the border frames identity and intervenes in the routine of everyday life. For this new commission, she co-creates with residents a series of localised gatherings and individual musings on visible and invisible borders.

Lacy is a celebrated pioneer of social practice, a form of art that engages the public in collaborative projects on social issues such as class, race and gender equity. For the final season of 14-18 NOW, Lacy works with communities from both sides of the Irish border on a shared artistic project.

2.3 SUMMARY OF SERVICES REQUIRED

PURPOSE:

In 2018 Belfast International Arts Festival will deliver its 56th edition. In collaboration with the final season of 14-18 Now, Festival will co-commission and produce an ambitious project with acclaimed American artist Suzanne Lacy in response to the Irish border, entitled *Across and In-Between*.

The Assistant Producer will support the Producer to develop and deliver *Across and In-Between* ensuring that assigned tasks are delivered within timeframes and budgets meeting the strategic objectives of the project.

DETAIL OF SERVICES, ROLE AND RESPONSIBILITIES REQUIRED

Producing

The Assistant Producer will be expected to work closely with the Producer on all aspects of the project. This will involve:

- Succinct presentation of factually correct and relevant research.
- Supporting the Producer and the Artist in building effective communications and liaising with individuals, participants and community groups involved in the project.
- Scheduling timelines for the development of the project and working with the Producer to ensure that these timelines are adhered to; this will involve setting up development meetings, site visits, workshops etc as required and producing and disseminating schedules and timelines to relevant individuals, departments and organisations.
- Assisting with drawing up contracts for productions, co-productions, co-commissions, in close liaison with the Producer and BIAF's Finance & Administration office, in addition to direct communication with artists, agents and managers.
- Working closely with the project's Technical, Finance & Administration, Communication personnel to provide them with requisite information.
- Taking the administrative lead to ensure that all relevant financial, contractual, production and schedule, and contacts for each project are up to date using the project's budget template, project and event management systems.
- Working closely with the project's technical contractors to ensure that they are kept fully involved in the technical development of projects.
- Working with the artist's assistant to provide the requisite scheduling and logistical information, accurately and to deadline to ensure that all work permit, travel and accommodation arrangements are delivered economically and efficiently.
- Attending team meetings and other meetings as required, to report on the progress of projects for which the Producer is responsible to inform overall project planning, pre-production and delivery and to ensure smooth co-ordination of logistics, budgets and scheduling across project team members.

Finance

- Providing support to the Producer for managing the project budget.
- Working within BIAF's agreed finance and accountancy procedures to ensure smooth administration of all financial aspects of each project. This will include the prompt and accurate requisition and coding of purchase orders, invoices and monitoring and reconciling of production floats and expenses claims.
- Support for the Producer in providing BIAF's Finance & Administration office with regular and accurate updates of budget projections and cash flows, together with the provision of other financial information as required.
- Providing BIAF's administrative office with accurate and timely contractual information to enable him/her to ensure all payments to artists / organisations are going to schedule.

Monitoring & Evaluation

- Collating and providing project information to BIAF required for reporting to 14-18 Now and any associated funding organisations.

Marketing & Communications

- Working closely with BIAF and 14-18 Now's Marketing & Communications offices to identify opportunities, ensure sharing of clear and up to date project information and requirements and delivery of positive engagement experiences for public, participants, partner organisations and volunteers.
- Commitment to audience development and engagement strategies and their implementation.
- Working with BIAF and 14-18 Now's Marketing and Communications offices to update social media channels with relevant project related content, in accordance with associated policies and guidelines.
- Assisting the Producer in gathering relevant information for BIAF and 14-18 Now's Marketing and Communications offices including up to date biographies, images and copy.

Other

- Observe and uphold BIAF's policies on procurement, sustainability, equal opportunities, volunteering, Health & Safety, data protection, evaluation & monitoring, etc.
- Sign and observe BIAF and the project's non-disclosure agreement.
- Contribute to the development and successful delivery of the overall project.
- Any other duties that are commensurate with the post as agreed with the Producer.

EXPERIENCE AND SKILLS

Required Skills & Experience

- Experience of developing and producing projects in the arts, ideally in participatory and/or visual arts.
- Experience of pre-production research and development on arts projects
- Experience of co-ordinating and managing events
- Good IT, reporting & presentational skills
- Experience of dealing with people diplomatically and effectively

Personal Attributes

- Positive, proactive, self-motivated and flexible approach
- Interest in the arts and culture
- Ability to work on their own initiative as well as part of a team
- Able to manage time effectively
- Ability to cope with demanding work
- Be a logical and effective problem solver and decision maker
- Able to carry out work under pressure and maintain good humour and diplomacy
- A flexible approach to working hours and duties to meet the needs of the project including a willingness and availability to work evenings and at weekends when necessary

- A desire to learn and develop
- Be able to show initiative and resilience when dealing with change

Desirable Skills & Experience

- Valid Driving licence and access to a vehicle
- Experience of working in an office
- Experience of working on a large-scale art project
- DBS certificate

3 Submission

The application should be clear and include evidence of:

3.1 Cost

- **Financial Breakdown:** Please provide a financial breakdown for each service requirement as 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.
- **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 for 60 days from the closing date for submissions.

NB: The costs submitted will be fixed for 7 months

3.2 Relevant Experience

Detail your relevant experience to be deployed on this contract. It is not foreseen that this tender would require the services of a team of people but, should the service you present be team-based, 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

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

Provide a statement (not more than 750 words) detailing how you are best placed to deliver this service. Give examples of work of a similar scale, volume and calibre of client and provide a minimum of two references which should clearly illustrate and support how you meet the requirements outlined in 2.3. *Summary of Services*.

Conditions of Contract

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

The successful applicant will be registered as self-employed and willing to work on a freelance basis.

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.

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.

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.

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