



December 2016

REQUEST FOR QUOTATION

Services of a Technical Director to the Belfast International Arts Festival

About the Festival

The Belfast International Arts Festival (formerly known as the Belfast Festival at Queen's) was established as an independent charitable company in May 2015. The event is the largest multi-disciplinary arts festival in Ireland promoting artistic collaboration and audience engagement by presenting the best of emerging and established international and local professional arts. Put simply, its purpose is to create a genuinely civic event of contemporary arts and ideas and of international appeal and stature. For over 50 years, the Festival has delivered a programme of world-class arts events, the majority of which would not otherwise be seen in Northern Ireland, to an audience which in 2015 came to 70,000 people. The Festival presents events in a wide range of art forms in around thirty venues throughout the city.

The Festival's mission 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 the Festival;
- collaborating and partnering with arts and community organisations across Belfast to create an annual city wide, cultural celebration;

- ensuring the Festival has adequate financial resources and expertise to fulfil its mission and address its overall sustainability.

Our **guiding principles** reflect the importance of;

- Global Connections
- Community
- Collaboration and Partnership
- Access and Diversity

Dates for 2017 Festival

The 2017 Belfast International Arts Festival will take place between 6th and 28th October with one of our signature projects – *Poppies: Weeping Window* – continuing until 3rd December 2017. Some events – outreach and education and talks – may though take place from Summer 2017 as part of an engagement programme through to the end of November 2017 aligned to *Poppies: Weeping Window* and subject to additional funds being made available to the Festival.

Invitation to Tender

The Festival is now inviting tender applications for an experienced Technical Director to join the team in the freelance role of Festival Technical Director. The successful contractor will have experience of planning, scheduling and managing the production and technical requirements of events across a number of artistic disciplines including theatre, dance, music, literature and the visual arts as well as major outdoor events. They will be skilled at managing a wide variety of contractors providing staging, lighting, sound, crew and constructing sets and such like physical elements, ensuring a high level of work is delivered and maintained.

The Festival Technical Director will in particular assist the Festival Director, the Programme and Operations Manager and any Project Managers (assigned to specific events and mainly outdoors) by advising on the technical, financial, venue/location, scheduling and licensing/ H&S aspects of the programme. At an early stage in the appointment, the Festival Technical Director will lead on the engagement of contractors and suppliers providing production and technical services such as but not limited to staging, lighting, sound and crew.

The Festival Technical Director will be responsible for assisting with the delivery of events in the 2017 festival edition and work collaboratively with operational departments as well as volunteers and participating artists, companies, suppliers and venues. S/he is responsible to the Festival Director and will be expected to liaise with both the Programme and Operations Manager and various production contractors, in addition to festival staff, venue management, PSNI etc. This position is very specialised and non-routine, therefore the successful applicant must have a flexible approach to working hours and duties.

A full job summary for this engagement is attached as Schedule A.

The Contract shall be for an initial term of one year (covering the 2017 Festival) and will include 2 annual options that will allow the Festival (should it elect to do so) to extend the contract for 2018 and 2019 respectively. In the event that the Festival does exercise either or both of the options, that

shall be done in writing, and shall be by no later than 30th December in each consecutive year, subject to funding.

You are therefore invited to submit a written proposal. Notes and instructions are detailed below.

Notes and Instructions

1. 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, the Festival reserves the right to disqualify that applicant from the process.
2. Proposals must be submitted by email to Naomi Conway at recruitment@belfastinternationalartsfestival.com by **5pm on Tuesday 17th January 2017**.

Once the closing date and time is reached, there will be no further opportunity for any re-submission of documents.

3. Applicants are strongly advised to make final submissions via email well in advance of the closing date/time.
4. The Festival 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. It is also recommended that individual files should not exceed 3MB.
5. Attention is drawn to Schedule A, which contains a Job Summary for the required position.
6. The fee quoted in Schedule B (Pricing and Information Schedule) should be on a 'best-bid' basis and should remain fixed for 60 days from the closing date for submissions. For guidance only, it is expected that the fully inclusive proposed fee shall not exceed £14,000.
7. The criteria for the award of the contract shall be the most economically-advantageous proposal based on the following:-
 - Proposed fee
 - Relevant experience
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 2 to 5 days of the closing date for submission of proposals.
9. Attention is drawn to the Conditions of Contract enclosed as Schedule C. 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.

10. 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 the Festival, nor to assume that such relationships will be taken into account in the evaluation process.
11. All information provided by the Festival, either within this exercise, or during any resultant contract, shall be treated as confidential and should not be disclosed to any third party without the Festival's prior permission. Similarly, all information provided by the applicant will remain strictly confidential.
12. The Festival is committed to meeting its responsibilities under the Freedom of Information Act 2000.

Accordingly, all information submitted to the Festival 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.

Whilst information of a sensitive nature will not normally be disclosed and/or published, in certain circumstances the Festival 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.

13. The Festival shall not be responsible for the payment of expenses incurred by any applicant.
14. The Festival is not committed to accept the lowest or any offer.
15. Any questions regarding the quotation process may be obtained by emailing;

Naomi Conway
Tel: 028 9033 2261
Email: recruitment@belfastinternationalartsfestival.com

Technical Director
Services to be provided to the 2017 Belfast International Arts Festival

Job Summary and Duties**Summary of Post**

The Festival Technical Director is responsible for assisting with the delivery of events in the 2017 festival edition and works collaboratively with operational departments as well as volunteers and participating artists, companies, suppliers and venues. S/he is responsible to the Festival Director and will be expected to liaise with both the Programme and Operations Manager and various production contractors, in addition to festival staff, venue managements, PSNI etc. This position is very specialised and non-routine and therefore the successful applicant must have a flexible approach to working hours and duties.

Duties and Responsibilities

- Work closely with Festival staff to deliver all Festival events to the highest possible professional standards.
- Ensure that all technical requirements for each Festival event are met to the satisfaction of the Festival Director (or nominee).
- In conjunction with Festival staff and suppliers to the Festival, draw up a proposed production budget for Festival 2017 for approval by the Festival Director and maintain adherence to this budget unless otherwise agreed with the Festival Director
- Ensure that all contractors, appointed to supply equipment and personnel to the Festival, offer competitive pricing across all areas of supply (including sub-contracted services) and use market testing (by quotation) where appropriate to confirm this.
- Plan and coordinate the activities of all technical staff and crew provided by the appointed contractor, throughout the Festival period, ensuring that adequate breaks and rest periods are observed.
- Ensure effective and timely liaison with all artist agents, promoters and clients of the Festival to establish artist requirements for each event.
- Ensure that all resources and equipment, provided by the appointed contractors and sub-contractors (where applicable) meet the standards of excellence required to deliver world class arts events in line with best practice, as followed by international Festivals at this level.
- Responsible for management of Health and Safety in respect of technical crew and the public at Festival events, including responsibility for the creation and distribution of all risk assessments, safe systems of work and maintenance of appropriate records, in line with legal requirements and Festival policy.
- Ensure that all staff and crew provided by the appointed contractor have received appropriate training for the duties which they undertake and ensure that personal protection equipment is in place where required.
- Deputise for the Programme & Operations Manager where necessary in respect of venue management and adherence to Health and Safety requirements.
- Ensure all production work is compliant with current Employment, Health and Safety and Licensing legislation.
- Any other duties as required by the Festival Director.

Applicants must meet the following requirements:

- Educated to degree level or equivalent relevant educational qualification.
- 5 years' recent experience working in a technical management role at a multi-genre, international arts festival.
- 5 years' recent experience working in technical management on large and middle scale, International theatre and dance productions, including outdoor presentations
- Minimum of 5 years' experience managing budgets in excess of £150k.
- Experience of managing technical crew within music, theatre, classical and opera environments.
- Experience of event management planning.
- In-depth working knowledge and experience of working with Health and Safety Legislation.

Applicants must demonstrate:-

- Excellent Team working and influencing skills, in addition to leadership ability.
- Excellent oral and written skills.
- Good computer literacy skills.
- Experience of problem solving and complaint handling.

Applicants must also:-

- Be willing to undertake 'off-duty' working hours.
- Have access to own car/transport.

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PRICING AND SUPPLEMENTARY INFORMATION SCHEDULE

(All prices quoted shall be exclusive of VAT.)

Fee

Fee Proposed (ex VAT)	Please detail the provision of service being offered.
<p style="text-align: center;">£</p> <p>(this fee <u>must</u> be inclusive of all transport/mileage expenses and telephone charges (landline and mobile))</p>	<p>Information on separate sheet</p> <p><i>(If this information is provided in a separate document, please indicate as such. Please also ensure that the document is clearly marked and that the information provided covers no more than two sides of an A4 page.)</i></p>

Supplementary Information

Details of Relevant Experience	Please enclose your Curriculum Vitae which should detail clearly how you meet the requirements outlined in page 2 of Schedule A.
Insurance	Copy of relevant insurance policy
VAT status	Please advise if you are VAT registered and if so supply your VAT number.

The fee offered is subject to _____ % settlement discount for payment of invoice within _____ days.

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CONDITIONS OF CONTRACT

1 The Work

- 1.1 The consultant shall complete the work with reasonable skill, care and diligence in accordance with the contract.
- 1.2 The consultant shall provide the Festival with such reports on the work at such intervals and in such form as the Festival may from time to time require.
- 1.3 The nominated individual, responsible for management and operation of the contract, shall remain in that capacity unless by prior agreement with the Festival, or in the event of circumstances beyond the consultant's control.
- 1.4 The Festival reserves the right, by notice to the consultant to modify its requirements in relation to the work, and 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 10.

2 Fees and Expenses

- 2.1 The Festival shall pay to the consultant fees (all inclusive) at the rate specified in the contract and/or the Purchase Order.
- 2.2 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 the Festival
- 2.3 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 2.4 Expenses, if and where applicable, shall be shown separately on all invoices and shall include a breakdown of expenses at the agreed per diem rate together with any additional expenses to be charged at cost.

3 Indemnities and Insurance

- 3.1 The consultant shall indemnify and keep indemnified the Festival against all actions, claims, demands, costs and expenses incurred by or made against the Festival 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 consultant, his servants or agents.
- 3.2 The consultant (if an individual) represents that he is regarded by all relevant crown bodies and agencies, such as Her Majesty's Revenue & Customs, as self employed and accordingly, shall indemnify the Festival against any tax, national insurance contributions or similar impost for which the Festival may be liable in respect of the consultant by reason of this contract.

4 Employment Discrimination

- 4.1 The consultant 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 consultant shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the consultant and all sub-contractors employed in the execution of the contract.

5 Confidentiality

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

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

6 Termination

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

6.2 Termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereupon accrue to the Festival and shall not affect the continued operation of the contract.

7 Recovery and Sums Due

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

8 Assignment and Sub-Contracting

8.1 The consultant shall not assign or sub-contract any portion of the contract without the prior written consent of the Festival. Sub-contracting any part of the contract shall not relieve the consultant of any obligation or duty attributable to him under the contract or these Conditions.

8.2 Where the Festival has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the consultant to the Festival immediately it is issued.

9 Status of Contract

9.1 Nothing in the contract shall have the effect of making the consultant the servant or employee of the Festival.

10 Arbitration

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 the Festival 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 the

Festival and one by the consultant, or their Umpire, in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

11 Headings

11.1 The headings to Conditions shall not affect their interpretation.

12 Anti-Bribery and Anti-Corruption

12.1 The consultant 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 consultant, including employees and sub-contractors, or other persons who are performing services in connection with this agreement comply with this Clause; and

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

- (a) the consultant shall immediately give the Festival full details of any such breach and shall co-operate fully with the Festival in disclosing information and documents which the Festival may request; and/or
- (b) the Festival 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; and
- (c) the consultant shall be liable for, and shall indemnify and keep the Festival indemnified, in respect of any and all loss resulting from such termination.

12.3 In any dispute, difference or question arising in respect of:

- (a) the interpretation of this Clause; or
- (b) the right of the Festival to terminate this agreement; or
- (c) the amount or value of any gift, consideration or commission

The decision of the Festival shall be final and conclusive.

13 Governing Law

13.1 These Conditions shall be governed by, and construed in accordance with, Northern Ireland Law and the consultant 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 the Festival to take proceedings against the consultant in any other court of competent jurisdiction.