

Local Enterprise Office Louth

Request for Quotations to Deliver

Local Enterprise Week 2020



**1. Specification of Requirements**

* 1. **Context**

**The Local Enterprise Office Louth, part of Louth County Council** *(hereinafter referred to as LEO Louth)* recognises the importance of communicating effectively with the business and entrepreneurial community in Co. Louth. These communications include up to date business news, information on business support events and local/national programmes, training and business funding opportunities. LEO Louth also endeavors to provide resources and advice to support entrepreneurs in the development of their businesses through online and traditional print and radio media channels.

* 1. **Provisional Outline of Requirements**

LEO Louth now seeks quotations from suitable Contractors to organize and co-ordinate events for Local Enterprise Week (TBC as March 2nd – 6th, 2020).

**1.2 Goals and Objectives**

Using print, radio and AV content, LEO Louth seeks to engage with its client base and promote a range of supports to entrepreneurs, small business start-ups and growing micro and small enterprises.

This presence should:

* Ensure that the target audience is informed of LEO Louth events, activities and a range of supports
* Promote relevant content to Micro/Small Business Start-Ups, Entrepreneurs and existing small businesses in Co. Louth
* Develop relevant client case studies for dissemination (print and AV).

The provision of this service should complement and reinforce LEO Louth’s social media and website content to enable us engage with clients and potential clients, with a view to advising the public of the services offered by LEO Louth.

**1.3 Service Provision Content**

LEO Louth requires the successful contractor(s) to provide advice and deliver event management services for Local Enterprise Week which will provide a platform to support aspiring entrepreneurs as well as business owners build professional networks as well as provide access to support and advice.

**Local Enterprise Week**

In delivering Enterprise Week the successful Contractor will be required to:

* Co-ordinate the events (as set out below) by creating an overall Master Plan for the week which will include: marketing, media, and event planning and event management
* Supply content for social media use and coordinate social media posts
* Prepare a media plan for the week to include pre and post event press release to print, radio and online publications
* Design, deliver and manage 2 showcase events during the week. For these events the preparation of a detailed event plan, running order and briefing notes for each speaker is required.
* You may also be requested to source and book:
	+ Venue
	+ Photography
	+ AV
	+ Catering
	+ Speakers/trainers/moderators
* Manage the Health & Safety requirements of the events
* Marketing and promotion will be planned in co-ordination with the winning contractor.

**Format of Enterprise Week**

The following is the general proposed format for Local Enterprise Week:

* 1 Business to Business Networking Event
* 1 Skills Development Programme aimed at people who are currently in business
* 1 Skills Development Programme for people who are considering starting a business
* 1 topic specific or information event on National Products such as Lean / Food Academy / EEN etc.
* 1 Youth/Student Event

It is proposed that LEO Louth will run at least 7 events, where possible events should be run in partnership with protocol partners and other local groups such as Chambers etc.

**Central Support for Enterprise Week**

To ensure a consistent delivery of Local Enterprise Week across the Local Enterprise Offices it is proposed the following materials will be developed centrally for application by all LEOs:

* Date Announcement Graphics
* Central Launch Material
* Local PR Templates
* Brochure Template
* Social Media Graphics
* Web Graphics
* E-Zine Template

Separately, a central provider will be engaged to provide social media support for the 31 Local Enterprise Offices nationally.

It is proposed that the Minister will announce the date in late January 2020. Advertising and promotion will commence in early February for a period of 4 weeks. The National delivery will be supported by standard local templates, brochures etc.

**2. Nature of Contract**

2.1 LEO Louth will engage with the successful Contractor(s) for a period up to 6 months. The contract is due to commence in December 2019.

2.2 The service provision will continue to be subject to ongoing review and may, at any stage, be terminated by either side. The contract may also be terminated by LEO Louth if, in the opinion of LEO Louth, it subsequently fails to maintain satisfactory standards of content and delivery.

**3. Format of Quotation / Evaluation of Quotation / Award Criteria**

 **Format of quotations**

3.1 Quotations must adhere strictly to the format stipulated in Appendix A.

**Evaluation of Quotations**

* 1. Only quotations received by the due date will be accepted.
	2. Quotations will be initially evaluated by reference to the following qualification criteria:

**These are detailed further in Appendix A**:

1. Completeness of quotation documentation as specified in **Appendix A** of this document

**And**

1. Stated ability to quote to meet the minimum requirements specified in Appendix B of this document

Note, that it is intended that only those quotes, that meet both of the above qualification criteria (**as detailed in Appendix A**) will be eligible for inclusion in the award process.

**Award Criteria**

* 1. The successful proposal will be selected from qualifying quotations, following an evaluation process by LEO Louth on the basis of the most economically advantageous tender and including the following criteria (weights in brackets):
* The demonstrated functional and sectorial experience of the Contractor **(20%)**
* The demonstrated track record of the team in terms of media impact **(20%)**
* All inclusive cost **(30%)**
* Methodology **(10%)**
* References **(10%)**
* Innovation that will provide cost saving to LEO Louth **(10%)**

**4. Notice to Companies Quoting**

4.1 LEO Louth proposes that the following information relating to this quotation will be made available on request under the Freedom of Information Act 2014.

1. Name of successful quoting organization
2. Reasons for non-acceptance of the enquirers’ quotation

4.2 LEO Louth undertakes to hold confidential any information provided in this quotation subject to:

1. Disclosure of the information specified at (a) and (b) above as liable for release to the public and
2. LEO Louth’s obligations under law, including the Freedom of Information Act which came into law on 14th October 2014.

Quoting organisations are asked to consider if any of the information supplied with the RFQ response should not be disclosed because of its sensitivity, (other than that referred to at (a) and (b) above). If this is the case, quoting organisations should when providing such information, identify same and specify the reasons for its sensitivity. LEO Louth will consult with the quoting organisation about the potentially sensitive information before making a decision on any request received under the Freedom of Information Act 2014.

 **Contractual Arrangements**

4.3 It is intended that this Request for Quote will give rise to a contract/s for the supply of Event Management services to LEO Louth which will begin in December Q4 2019.

4.4 a) The Contractor agrees and acknowledges that Purchased content (images, videos, audio etc.) used will become the property of LEO Louth. All materials (images, videos etc.) produced must be branded with Local Enterprise Office Louth.

b) LEO Louth requires that all information made available to the provider/ supplier in the course of this project be treated in strict confidence unless indicated otherwise in particular instances.

1. The providers/ suppliers shall at all times keep confidential and shall not, without the prior written consent of LEO Louth, use for its own benefit or purpose or the benefit or purpose of a third party or disclose to any third party any information of a confidential nature (including any trade secrets and information of commercial value) which may become known to it by virtue of it providing services unless such information is in the public domain (other than by breach of this provision) or the information is required to be disclosed by law. The provider/ supplier shall take all reasonable steps to ensure that its employees, agents and sub-contractors (if permitted by the terms of this contract) are bound by the same obligation.

**4.5 Financial Arrangements**

1. All costs must be quoted as a fixed price in Euro *(both exclusive and inclusive of VAT)*.
2. Costs quoted must include, for comparison purposes, all envisioned costs and service charges. To ensure best practice in procurement at least 3 competitive quotations in writing shall be sought.
3. Payment for all third party costs must be agreed in advance and can only be paid on foot of appropriate invoices. Detailed invoicing arrangements will be agreed with the successful supplier at the time of the award of contract.

LEO Louth is committed to meeting its obligations under the 30 day Prompt Payment Rule.

1. Before a contract is awarded the successful Contractor(s) (and agent, where appropriate) will be required to promptly produce a valid, current Tax Clearance Certificate Number. In addition, Contractors must retain records of tax reference numbers for any subcontractors where payment exceeds €6,350 (incl. VAT).

**All payments under the contract will be conditional on the Contractor(s) being in possession of a valid, current certificate number at all times.**

**4.6 Professional Indemnity Insurance**

It will be a condition of the award of the contract that the Tenderer will be required to hold for the term of the services contract the following insurances:

* Employers Liability €12.7 million
* Public Liability €6.5 million
* The public liability policy should be extended to provide specific indemnity to Louth County Council.

**4.7 Preparation and Submission of Quotations**

1. Quotations must be completed in accordance with the format specified in Appendix A. Quotations, which are incomplete, will be rejected.
2. LEO Louth requires that any information provided, pursuant to this invitation to quote, will be treated in strict confidence by suppliers.
3. LEO Louth reserves the right to seek clarification or verification of any such information. In the event of the quotation being successful, information supplied by quoting organisations will be treated as contractually binding.
4. LEO Louth will not be liable in respect of any costs incurred by suppliers in the preparation of quotations, including an electronic copy, or any associated work effect.

**4.8 Compliance with GDPR**

The EU General Data Protection Regulation 2016/679 (**GDPR**) applies from 25th May 2018.

As you know, the GDPR applies to controllers (including Local Authorities and thus Local Enterprise Offices) and processors (including third parties providing services to us, to the extent that such third parties process personal data as part of such services).

The LEO Louth provides a range of financial and other supports to its client companies (“Clients”) and to certain other persons.

The GDPR requires, among other things, that contracts between controllers and their processors stipulate certain terms. To the extent that we act as a controller and you act as a processor, and the provision of your services requires you to process personal data relating to our Clients’ employees or officers and/or relating to our employees or officers and/or relating to other persons, at our request or under our instructions, our data processing arrangement should stipulate such terms.

This section details the relevant contractual terms required of processors by Article 28 of the GDPR.

In this section, the terms "personal data", " processor", " controller", "data subject", supervisory authority", "personal data breach" and "processing" have the meaning given to those terms in the GDPR. "Sub-processors" means other processors that are used by you to process personal data.

The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and our obligations and rights as data controller are as provided in our existing agreements and/or further to written or oral instructions that you receive from us.

In processing personal data that we provide to you, you warrant and represent that you are, and shall be for so long as you process any such data, fully compliant with the GDPR and any national implementing legislation (“Data Protection Law”) and you agree:

* To only process the personal data on our documented instructions, unless you are required to do so by EU or Irish law. You shall inform us of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.
* Not to transfer the personal data to a recipient outside the EEA, without our prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
* To impose a duty of confidentiality on any staff and subcontractors, where applicable, with access to the personal data.
* To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.
* Not to engage another processor without our prior specific or general written authorisation.  In the case of general written authorisation, you shall inform us of any intended changes concerning the addition or replacement of other processors, thereby giving us the opportunity to object to such changes.
* To require any sub-processor that you engage to process the personal data on our behalf, to adhere to the same obligations that you undertake in this letter, to ensure such processing meets the requirements of the Data Protection Law**,** and you will remain fully liable for any breach by a sub-processor of its obligations in relation to the processing of the personal data.
* Insofar as possible, and taking into account the nature of the processing, assist us by appropriate technical and organisational measures to fulfill our obligation to respond to individuals' requests to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.
* Taking into account the nature of the processing and the information available to you, assist us in ensuring compliance with our obligations under Data Protection Law in regard to data security; data breach notification to the supervisory authority and to individuals; carrying out Data Protection Impact Assessments and related consultations with supervisory authorities.
* At our request, delete or return all the personal data to us after the end of the provision of your services, and delete existing copies unless EU or Member State law requires storage of that personal data.
* Make available to us all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by us or another auditor mandated by us.
* Immediately inform us if, in your opinion, an instruction of ours infringes the GDPR or other EU or Irish data protection provisions.

**4.9 Cost of Preparation of the Request for Tender:**

LEO Louth will not be liable for any costs incurred by candidates in the preparation of the RFQ or any associated work effort. It is the responsibility of the Contractor to ensure that they are fully aware and understand the requirements as laid down in this document.

Contractors will be responsible for any costs incurred by them in the event of their being required to attend for interview or make a presentation of their proposals.

**4.10 Confidentiality**

The successful applicants will treat the details of all documents supplied in connection with any contract as private and confidential.

**4.11 Conflict of Interest**

Any conflicts of interest involving a candidate must be fully disclosed to LEO Louth. Any registerable interest involving the tenderer and LEO Louth or employees of LEO Louth or their relatives must be fully disclosed in the application or should be communicated to LEO Louth immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of an application and prior to the award of the contract. The terms ‘registerable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and the Ethics in Public Office Act 2001. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

**4.12 Legal Form of Groupings**

In the case of group bidders no special legal form is required but any non-legal entity will be required to form one single legal entity prior to the award of any contract.

**4.13** LEO Louth will not consider RFQ’s which are not received on time.

**4.14** LEO Louth may seek clarification from the Contractor of any details submitted or referred to in this quotation.

**4.15** LEO Louth may not award any contract under this Request for Quotation.

**4.16** LEO Louth may call a tenderer(s) for contract to interview if it is of the opinion that further clarifications on the details submitted are required.

**4.17** LEO Louth may carry out a site visit to the Contractors premises in order to satisfy itself with any of the details submitted or referred to in this application.

**4.18** All questions on this process will be answered by contacting tenders@leo.louthcoco.ie only.

**4.19** All prices tendered for competitions shall be “all inclusive” of expenses and other costs and shall not be qualified or subject to variables or extra.

**4.20** The contract will be for a period of 6 months (December 2019-May 2020) unless extended as per Section 2.0.

**5. Submission of Tender**

4.9 Hardcopy submissions, clearly marked Local Enterprise Week 2020 should be addressed to:

**TENDERS – Local Enterprise Week 2020**

Local Enterprise Office Louth

Louth County Council

Town Hall

Crowe St

 Dundalk

Co. Louth

To arrive no later than 4pm on Wednesday 25th September 2019

OR

A soft copy with Tenders with Local Enterprise Week 2020 in the Subject bar should be emailed to:

tenders@leo.louthcoco.ie

To be received no later than 4pm on Wednesday 25th September, 2019

* It is the responsibility of respondents to ensure that the quotation document is received on time.
* Quotations which are delivered late will not be considered. Late delivery of quotations occasioned through the use of an agent will not be entertained.

**Format of Quotation, Selection Criteria and Declaration of Bona Fides**

**Appendix A – Format of quotation**

**1.0 General Information**

* 1. Name, address, telephone and email of quoting organisation.

Name of the person within the quoting organisation dealing with the matter.

* 1. Name, address, telephone and email of any third parties involved in the

quotation.

Name of the person within the third-party business dealing with the matter.

* 1. Description of role or element of contract to be fulfilled by any third-party
	2. Identification of party who will carry overall responsibility for the contract;
	3. Confirmation of acceptance by the quoting organisation and any third parties of the conditions of quotation described in Sections 2, 3 and 4 of the invitation to quote;
1. Detailed schedule of services, costs, service delivery methodologies (applications/tools used to manage the service), and *typical turn around/response time*
2. The details of specific personnel proposed for the delivery of the Service, together

with their CVs which should specify demonstrated track record

1. A statement of general capability for the proposed assignment, together with relevant references
2. Declaration of Bona Fides must be completed **(Appendix C)**
3. Any other information that may be relevant to the quotation.

**Appendix B – Selection Criteria**

Only Contractors who have met the following selection criteria will be included in the

competition:

**1.0 Insurance**

* 1. The Contractor must provide evidence of appropriate insurance cover.

1.2 Insurance policies must indemnify Louth County Council for any loss incurred as a result of actions by the Contractor. You must provide evidence of cover being in place or a letter from an Insurance company stating that cover may be put in place if a contract is awarded within one week of the appointment.

**2.0 Tax Compliance**

The Contractor must produce verification of tax compliance.

**3.0 Methodology**

The Contractor must provide a Methodology which must be satisfactory to Local Enterprise Office, Louth.

**4.0 Experience**

The Contractor must demonstrate that they have sufficient experience to enable them to deliver on this contract. The Contractor must have successfully completed a contract of similar nature and complexity in the last 3 years.

**In assessing the successful completion of the contract LEO Louth will assess references from former clients.**

* *Title of Contract and Date completed / Nature and Complexity of Contract / Client – please submit contact details*

**5.0 Personnel**

The Contractor must have sufficient qualified staff that will be responsible for delivering on the contract mentioned above. Please submit details below of the people who will be delivering on the contract.

* *Name, Qualifications and experience*
* *Confirmation that they were responsible for delivering on the contracts mentioned above.*
* *Confirmation that they will be available for delivering the services required by the contract*
1. **Service Level Agreement**

6.1 The Contractor must agree to reply to all written queries raised by LEO Louth in writing within 2 working days of the issue of the query

6.2 The Contractor must agree to reply to all telephone queries raised by LEO Louth before 17.00 hrs on the same business day

6.3 The Contractor must be in a position to attend at meetings in Town Hall (Dundalk) or other locations at no extra charges to LEO Louth

1. **Review of Contracts**

The Contractor must agree to have periodic reviews of any contract entered into which shall be determined at the time of award of the contract and shall agree to LEO Louth being in a position to terminate the contract without penalty for:

1. Non delivery of a deliverable under the contract
2. Failing to meet a time scale for delivery of a deliverable under the contract
3. For any reason at the discretion of LEO Louth
4. **Method of Payment**

The Contractor must agree to accept payment by means of electronic transfer of funds.

1. **Commencement of Initial Contract**

The Contractor must be in a position to commence work on the initial contract within 2 weeks of being awarded the contract.

**10.0 Sub Contracting**

10.1 The Contractor shall not subcontract any of the work without the prior written consent of LEO Louth; such consent will be granted solely at the discretion of LEO Louth.

10.2 Proposals which rely on sub-contracting to meet the minimum requirements for inclusion in the competition may be excluded from consideration.

LEO Louth may also decide to appoint more than one Contractor where deemed appropriate.

**11.0 Declaration of Bona Fides**

Service Providers are require to complete a Declaration of Bona Fides (Appendix C)

**END.**

# Appendix C – Declaration of Bona Fides

**Article 45 of Directive 2004/18/EC**

**THIS DECLARATION, DULY COMPLETED, MUST BE SUBMITTED BY ALL TENDERERS**

Name of Tenderer:

Address:

Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

The Tenderer is bankrupt, or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.

Yes [ ] No [ ]

The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.

Yes [ ] No [ ]

The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business.

Yes [ ] No [ ]

The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located.

Yes [ ] No [ ]

The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.

Yes [ ] No [ ]

The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.

Yes [ ] No [ ]

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER’S ORGANISATION

I certify that the information provided is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tender competitions.

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNATURE |  | DATE: |  |
| NAME |  | TEL: |  |
| POSITION |  | E MAIL: |  |