ARTS COUNCIL

Above €50,000 Call for Tender (CFT) – AC/2026/48

Provision of Digital Arts Advisory and Project Management Services

Date of issue: 5 November 2026

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Important Notice

This Call for Tender (**CFT**) is issued by the Arts Council (Authority) for the purposes of a tender competition (**Competition**) for the award of the Contract.

The information provided in this CFT is offered in good faith for the guidance of Tenderers, but no warranty or representation is given as to the accuracy or completeness of any of it and the Authority and its advisers shall not be under any liability for any error, misstatement or omission.

None of the information shall constitute a contract or part of a contract between the Authority and any Tenderer. The Authority reserves the right not to follow up this request in any way and/or to change the tender procedure and/or terminate discussions or the tender procedure at any time. Neither the Authority nor its officers, employees, or advisers have any responsibility for Tenderers' costs or losses in connection with this Competition. The Authority shall not be obliged to enter into a contract with any Tenderer. Except for the Tenderer's irrevocable undertaking to keep its offer open for the prescribed period, no legal relationship or other obligation shall arise between the Tenderer and the Authority unless and until the Contract the subject of this CFT has been formally executed in writing by the Authority and the successful Tenderer in this Competition and any conditions precedent to the effectiveness of such document has been fulfilled.

The Authority reserves the right to amend this document, its requirements and any information contained herein at any time by notice, in writing, to the Tenderers.

Nothing contained in this document is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or Contractual arrangements contained in any part of this document cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

Irish law is applicable to this document. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from this document.

Each Tenderer's acceptance of delivery of this CFT constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

PARTICULARS

A. DEFINITIONS

Authority	Means the Arts Council
Competition	Means this procurement process for the award of the Contract (if any)
Contract	Means the contract attached at Appendix 2
CFT	Means this Call for Tender and all accompanying documents, as may be amended or clarified by the Authority
Services	Means the services to be provide under the Contract, as described in Appendix 1 of this CFT
Tender	**Means a response to this CFT submitted by a Tenderer in accordance with the Tender Response Document included as a separate document (TRD)**
Tenderer	Means the individual or organisation that submits a Tender
Tender Response Document (TRD)	Means the Tender Response Document issued together with this CFT which Tenderers must complete

B. CONTRACTING AUTHORITY AND CONTRACT

B1	**Contracting Authority**	The Arts Council
B2	**Tender Reference**	AC/2026/48
B3	**Contract**	Tenders are being sought from suitably qualified service providers for the Provision of Digital Arts Advisory and Project Management Services. A description of the requirements is provided in Appendix 1 of this CFT.
B4	**Applicable procedure**	Open Tender procedure.
B5	**Duration of Contract**	It is envisaged that the Contract will commence by the end of December 2026 for an initial term of two (2) years. The Arts Council reserves the right to extend the Contract term for two (2) add0itional periods, each of up to one (1) year, subject to agreement with the successful Tenderer. The maximum duration of the Contract, including the extension, is therefore four (4) years.
B6	**Budget**	The Estimated Contract Value (Budget) of the proposed Contract, including all services and the permitted extension, is **€180,000 (excluding VAT)**. This is the maximum permitted expenditure under the Contract and

		Tenderers should not exceed this when preparing their submission. The Services will be purchased on a rate-card basis at the Tenderer's fixed Daily Rate (see Item E1 below and section 7 of Appendix 1). Based on current usage, the Arts Council anticipates a requirement of approximately 100 days of Services per year, or approximately 400 days over the maximum four (4) year term including the extension. These figures are estimates only, provided to assist Tenderers in pricing their Tenders. They are not a commitment or guarantee: no minimum volume or spend is guaranteed, actual requirements may be higher or lower, and total expenditure will not exceed the Budget. All pricing must be quoted in Euro, inclusive of expenses and exclusive of VAT.

C. SUBMISSION OF TENDER

C1	**Time and date for submission of Tenders**	Tenders must be received not later than **12.00 hours (local time) on Thursday, 3 December 2026** (the "Tender Deadline"). Tenders that are received late WILL NOT be considered in this Competition.
C2	**Method for submission of Tenders**	Tenders must be submitted via the electronic post-box available on www.eTenders.gov.ie. Only Tenders submitted to the electronic post-box will be accepted. Tenders submitted by any other means will NOT be accepted. Tenderers must ensure that they allow themselves sufficient time to upload and submit all required tender documentation before the Tender deadline at C1 above. Tenderers should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline. Tenders must be submitted in English. All Tenders submitted must be compiled such that they can be read easily. The Arts Council is not responsible for corruption in electronic documents. Tenders must ensure electronic documents are not corrupt.

D. CLARIFICATIONS/QUERIES

D1	**Queries/Requests for Clarifications**	All queries relating to any aspect of this Competition or this CFT must be directed to the messaging facility on

		www.etenders.gov.ie. For the avoidance of doubt, Tenderers may not contact the Arts Council directly regarding any aspect of this Competition. All responses to queries will be issued by the Arts Council via the messaging facility on www.etenders.gov.ie Where appropriate, questions may be amalgamated. Tenderers should note that the Arts Council will not make responses to individual Tenderers privately. The Arts Council reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document and/or to extend the Tender Deadline. Participating Tenderers will be informed of any such amendment or extension through the eTenders website. Tenderers should ensure that they register their interest in this Competition, by clicking on the "Accept" button on www.etenders.gov.ie, in order to receive all responses to queries and other updates in relation to this Competition.
D2	**Final Time and Date for Receipt of Queries**	No later than: **12.00 hours (local time) on Thursday, 26 November 2026.**

E. TENDER PRICING AND VALIDITY PRICING

E1	**Tender Pricing**	All Tenderers must complete the Pricing Schedule, which is included with the Tender Response Document (TRD), quoting a single fixed Daily Rate for the Services. A day comprises eight (8) hours. All prices quoted must be all-inclusive (i.e., including but not being limited to, all costs/expenses/indexation), be expressed in Euro only, and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately. The Daily Rate must remain fixed for the full duration of the Contract, including any extension period. No price review or indexation will apply. Any currency variation occurring over the Term of the Contract shall be borne by the Tenderer. Payments for Service provided pursuant to this CFT shall be subject to, and be made in accordance with, the terms and conditions set out Specimen Contract at Appendix 2 to this CFT.

E2	**Tender validity period**	Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the Tender Deadline.

F. SELECTION CRITERIA

Ref:	Selection Criteria (PASS/FAIL)
F1	Tenderers must declare in the TRD that they satisfy the minimum annual turnover thresholds set out below: Tenderers who are applying must have a minimum annual turnover of **€45,000** for each of the last three (3) financial years (or, if the date of establishment was more recent, for the years the Tenderer has been established). Tenderers will be required to provide evidence of turnover and financial good standing upon request, submission of satisfactory evidence will be a condition of Award of Contract.
F2	Tenderers must be able to demonstrate experience of providing a service of similar nature, scale and complexity to the Services required by this CFT (as described in the requirements set out in Appendix 1 of this CFT). This experience shall be evidenced by way of two contracts successfully delivered in the past five years. (*Tenderers must provide sufficient information to allow the Contracting Authority to judge the similarity of the reference contracts to the Services required by this CFT*).
F3	Tenderers must provide a company profile in the TRD, providing information about their business and the personnel who will be involved in carrying out any Services in proposed to be Contract awarded. The Tenderer must also outline the organisations capacity setting out the organisation structure, current workforce levels, expertise within the company, that demonstrates it has the capacity to meet the requirements of the Services proposed Contract.
F4	Tenderers must confirm that they have a Health and Safety Policy and provide a copy of their organisation's Health and Safety Policy and Statement on request. Submission of satisfactory evidence will be a condition of Award of Contract.
F5	Tenderers must confirm their acceptance of the contract terms and that, if successful, they will: • Sign the Contracting Authority's Contract (see Appendix 2 of this CFT); and • Sign the Data Processing Agreement (see Appendix 3 of this CFT). Agreeing to and signing these documents will be a condition of Award of Contract. *Note: Tenderers may request clarifications regarding the terms and conditions of the Contract or the Data Protection Agreement by submitting a request for clarifications. Any clarifications must be sought in accordance with the process outlined part "D" of the*

	Particulars of this CFT, and should be submitted prior to the deadline for submission of clarification requests set out in D2.
F6	Tenderers must confirm that, if requested by the Contracting Authority, they will complete the Contracting Authority's Data Protection Assessment (see Appendix 4 of this CFT) and provide all reasonably requested supporting documentation. The Contracting Authority reserves the right to determine whether the Services to be provided under this Contract give rise to any Data Protection risks. Where such risks are identified, completion of the Data Protection Assessment, if requested, will be a condition of Award of Contract. ***The Data Protection Assessment is provided for information purposes. Tenderers are not required to complete it unless requested by the Contracting Authority.***
F7	Tenderers must confirm that they shall take all reasonable steps to keep secure any Contracting Authority information that they may be provided with should they be awarded a Contract under this competition, and that they will use it only for the purposes of providing the Services. The Contracting Authority reserves the right to determine whether the Services to be provided give rise to any information security risks to its ICT infrastructure. Tenderers must confirm that, if requested by the Contracting Authority, they will complete the Third-Party Supplier Information Security Assessment (see Appendix 5 of this CFT) and provide all reasonably requested supporting documentation. Completion of this assessment, if requested, will be a condition of award of the Contract. ***The Third-Party Supplier Information Security Assessment questionnaire is provided for information purposes). Tenderers are not required to complete it unless requested by the Contracting Authority.***

G. AWARD CRITERIA

Only those Tenderers who have qualified in accordance with section "F" of this CFT will proceed to be evaluated under this section "G". In submitting a TRD, the onus is on the Tenderer to ensure that their application clearly communicates how it meets specified criteria.

No.	Award Criteria	Maximum Marks Available	Minimum Marks Required (60%)
G1	Proposed methodology and approach	**250**	**150**

G2	Qualifications and experience of proposed key personnel	**250**	**150**
G3	Contract Management	**200**	**120**
G4	Environmental and Sustainability requirements	**100**	**60**
G5	Proposed costs	**200**	**N/a**
	Total	**1,000**	

Methodology for scoring Qualitative Award Criteria

Score	Meaning	Interpretation
90 – 100%	Excellent	A very comprehensive response demonstrating extensive understanding and offering full assurance to the Arts Council that the tenderer will be able to deliver to an excellent standard – fully supported with no reservations.
80 – 89%	Very good	A very good response demonstrating a very good understanding and offering convincing assurance that the Tenderer will deliver to a very high standard but contains a few, mostly minor, weaknesses – fully supported.
70 – 79%	Good	A good response demonstrating a good understanding and offering assurance that the Tenderer will deliver to a high standard but contains a number of weaknesses to client – well supported.
60 – 69%	Acceptable	An acceptable response demonstrating a minimum understanding and offering assurance that the Tenderer will deliver requirements to an adequate standard but contains a number of weaknesses
Less than 60% is unacceptable and considered ineligible from further consideration		
1 to 59%	Poor	Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and classified as inadmissible.

Those Tenderers that have not achieved the required Minimum Marks for each of the qualitative award criteria as specified will be eliminated without having their costs assessed.

H. INSURANCE REQUIREMENTS

	Insurance requirements	Indemnity Limit
H1	Employer's Liability Insurance *Not required where the Tenderer is self-employed*	€13,000,000
H2	Public Liability Insurance *Where services are provided virtually or the contract is for product supply only, Public Liability Insurance will not be a requirement*	€6,500,000
H3	Professional Indemnity Insurance	€500,000
H4	Cyber Security Indemnity Insurance	€500,000

I. CONDITIONS PRIOR TO AWARD OF CONTRACT

I	Conditions precedent to the award of the Contract
I1	Provide evidence that the required insurance cover is currently in place or can be, if successful in the competition.
I2	Production of a valid Tax Clearance Certificate or log-in access to tax information details on the Irish Revenue Commissioners' website.
I3	Signed Tenderer Statement by authorised personnel in the organisation.
I4	Original Declaration of Personal Circumstances from each member of the Tenderer group, signed by the relevant member and witnessed by a practising solicitor/ commissioner for oaths.
I5	Any other evidence required in relation to accreditation.
I6	Production of sub-contracts / sub-consultancy appointments for approval (if applicable).
I7	Collateral Warranties from sub-contractors / sub-consultants (if applicable).

J. TRANSFER OF UNDERTAKINGS – PROTECTION OF EMPLOYEES (TUPE)

J	Transfer of Undertakings Protection of Employees (**TUPE**) Legislation	Tenderers must seek their own legal advice in relation to the application of TUPE Legislation to the Contract.

1. DESCRIPTION OF SERVICE REQUIREMENTS

1.1 Overview

Details of the Services required are contained in Appendix 1 of this CFT.

As set out in Clause 3.4 of the specimen Contract attached at Appendix 2, the Authority may vary the Services, including adding to or reducing the scope of Services.

2. SUBMISSION OF TENDERS

2.1 Deadline and Delivery of Tenders

If the Tenderer wishes to participate, it's completed Tender, including all attachments referred to must be delivered:

- by not later than the time and date stated at Item C1 of the Particulars;
- to the post-box facility stated at Item C2 of the Particulars;

All Tenders, supporting documents and correspondence must be in English. In circumstances where an original document, which is to form part of the Tender or correspondence with the Authority, is not in the English language, Tenderers must provide an accurate English translation together with a copy of the original document. In the event of a discrepancy or difference between various languages, the version in the English language shall prevail.

2.2 Tender Response Document

The Tender Response Document must be completed in accordance with this CFT.

2.3 Compliance

Tenders must not be qualified in any way but must be submitted in accordance with this CFT. Tenders must not include or be accompanied by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. The Authority's decision on whether a Tender is compliant will be final.

If a Tender fails to comply in any respect with the requirements set out in these CFT, the Authority shall be entitled (but shall not be obliged) to take such action as it considers appropriate at its absolute discretion, including (but not limited to):

(a) rejecting the relevant Tender as non-compliant;

(b) without prejudice to the Authority's right to reject the Tender:

  (i) meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Tender;

  (ii) requesting the Tenderer to provide information or items which has/have not been provided or has/have been provided in an incorrect form;

  (iii) waiving a requirement which, in the Authority's opinion, is minor or procedural; and/or

(iv) amending the relevant requirements of this CFT and inviting Tenderers to adjust their Tenders on the basis of such revised requirement.

However, notwithstanding anything to the contrary in this section, the Contracting Authority reserves the right to ask Tenderers at any moment during the Competition to submit any or all of the following for the purposes of verification of the status of the Tenderer (including the Prime Contractor and any Subcontractor);

(i) A Declaration as to personal circumstances to tender.

(ii) Evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground; and

(iii) in the case of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph F above.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

(i) its fulfilment of the Selection Criteria (or any one of them) in accordance with this CFT and

(ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this Competition.

If a Tenderer does not, upon request by the Contracting Authority, provide evidence which is considered by the Contracting Authority as sufficient to demonstrate:

(i) the fulfilment by any Subcontractor on whose capacity the Prime Contractor relies of the Selection Criteria (or any one of them) in accordance with this CFT; and

(ii) the absence of Exclusion Grounds in respect of any Subcontractor, or the reliability of any Subcontractor despite the existence of a relevant Exclusion Ground, it shall be excluded from further participation in this competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this CFT.

2.4 *Reliance on resources*

If a Tenderer has relied on the resources of a parent or other entity in its submission for this Competition, the Tenderer must include with its Tender a confirmation letter from such parent or other entity confirming that the resources relied upon will be made available and that a contractual commitment will be entered into by such parent or other entity at Contract execution stage if required by the Authority.

2.5 *Tenderer Structure*

Tenders may be submitted by single entities or by groups of service providers. A group will not be required to convert into a specific legal form in order to submit a Tender, but may be required to do so prior to award of the Contract. The Authority reserves the right, amongst other solutions, to require that the Contract be entered into with each

member of the group on the basis of joint and several liability or to Contract with one member of the group as prime consultant to whom the other members will be sub-consultants.

Where a group of service providers (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this CFT, the Authority will deal with all matters relating to this Competition through the entity who will carry overall responsibility for the performance of the Contract only ("Prime Consultant"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member ("Sub-consultant"). During the performance of the Contract, the Prime Consultant shall be responsible to the Authority for the management and supervision of any Sub-consultant and for the acts and omissions of any Sub-consultant as if they were its own.

The Tenderer must clearly and comprehensively set out the name, title, telephone number, postal address, facsimile number and email address of the nominated contact personnel of the Prime Consultant authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person (including from any Sub-consultant) will NOT be accepted, acknowledged or responded to.

2.6 *Tenderer Statement*

Prior Tenderers must complete and submit the Tenderer Statement set out in the Tender Response Document with their tender confirming their acceptance of the terms and conditions of the Service Contract. Tenders may not amend the Tenderer's Statement.

The Tenderer Statement submitted with the Tender can be signed electronically. However, prior to entering into the Contract, the successful Tenderer must submit the original signed Tenderer Statement of the Tenderer.

2.7 *Tender Validity Period*

Tenders must remain open for acceptance for the period specified in Item E of the Particulars.

3. QUERIES RAISED

3.1 All queries or requests for clarification by a Tenderer should be raised in accordance with Item D1 of the Particulars. Verbal queries or requests for clarification will not be considered by the Authority.

3.2 The Authority will endeavour to respond to all reasonable queries/requests received on or before the Final Time and Date for Receipt of Queries noted at Item D2 of the Particulars, but does not undertake to respond to all queries/requests received. The Authority may at its absolute discretion, but shall not be obliged to, reply to queries received after that date.

3.3 All queries received, together with replies and clarifications on the points raised, may be circulated to all Tenderers. If a Tenderer believes a query/request and/or its response relates to a confidential or commercially sensitive aspect of its Tender, it must mark the

query/request as "confidential" or "commercially sensitive". If the Authority, at its discretion, is satisfied that the query/request and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query/request and its response shall be kept confidential (subject to any applicable legal requirements).

3.4 If the Authority is of the opinion that it would be inappropriate to answer the query/request on a confidential basis, it will notify the Tenderer and require the Tenderer to either withdraw the query or to raise any objection within 2 working days of such notification and state the grounds for its objection. If the Tenderer does not withdraw the query/request or raise any objection within the specified period, or the Authority is of the opinion that, notwithstanding the objection of the Tenderer, the query/request is not confidential or commercially sensitive, the Authority may issue the query/request and its response to all of the Tenderers.

3.5 If the Authority is of the opinion that these CFT need to be supplemented with information which clarifies or amends these CFT (including by adding to or deleting from these CFT), whether because of any query raised by a Tenderer or otherwise, it is entitled to do so at any time prior to the date for submission of Tenders.

If a Tenderer becomes aware of any ambiguity, discrepancy, error, or omission in these CFT, it must immediately notify the Authority, even after the time for submitting queries has expired. The Authority shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission.

4. EVALUATION PROCESS

4.1 Introduction

Tenders will be examined initially for completeness and compliance with this CFT. Where a Tender departs from the requirements in this CFT or is ambiguous, the Authority will proceed in accordance with section 2.3 of this CFT. Those Tenderers who are not eliminated following this step will have their Tenders evaluated on the basis of their responses in the Tender Response Document, in accordance with the applicable selection and award criteria set out in section F and G of the Particulars and as described in this section 4.

4.2 Selection Criteria

Tenders will either pass OR fail each of the Selection Criteria set out in part "F" of the Particulars above. In the event of one or more of the Selection Criteria achieving a fail, the Tenderer will be excluded from participating in this Competition and will not have their Tender evaluated against the award criteria set out in part "G" of the Particulars.

a) Tenderers must declare in the Tender Response Document that they satisfy the financial and economic standing requirement(s) set out in Item "F1 "above and that they are able, upon request and without delay, to provide the supporting documentation specified below to the Contracting Authority in each case.:

Failure to demonstrate that this minimum annual turnover requirement is satisfied will result in the Tenderer being awarded a **fail**.

Prior to the award of any Contract, a successful Tenderer will be required to furnish a Banker's statement, dated within the last six months, providing evidence of its financial standing and/or copies of their audited accounts for the 3 most recent years.

b) Tenderers must declare in the TRD that they satisfy the technical and professional requirements and provide the supporting documentation specified to the Contracting Authority in each case with their Tender:

Tenderers must detail in TRD that they have successfully delivered a minimum of **two (2**) example contracts for services similar in nature and scope to the Services required as described at Appendix 1 of this CFT:

a. The entity that performed the Services under the relevant reference contract must be the entity proposed to provide the relevant Services under the Contract.

b. Tenderers must ensure that they provide sufficient information to allow the Contracting Authority to judge the similarity of the reference contracts to the Services required by this CFT.

c. The tenderer must provide the name and contact details of a referee from the customer organisation (in the relevant section of TRD) that can confirm the information provided by the Tenderer is true and accurate.

d. Where the Tenderer fails or is unable to provide the specified documentation or if the information provided does not demonstrate that the Tenderer has provided the services as described above within the last five (5) years, the Tenderer will be eliminated from the Competition.

c) Using the template provided in the TRD, Tenderers are required to provide the following information about their business and the personnel who will be involved in carrying out any Contract awarded, including:

- Company/Organisation profile and background regarding current business activities;

- Tenderers must submit details of organisational structure, current workforce levels, and a breakdown of the number of consultants with the relevant skillset and expertise by professional grade/level within the company and background regarding current business activities as set out in this CFT. The Contracting Authority will consider whether the organisational structure and capacity is sufficient to meet the requirements of the Contract.

d) Tenderers must confirm that they have a Health and Safety Policy and provide a copy of their organisation's Health and Safety Policy and Statement on request.

e) Tenderers must confirm their acceptance of the contract terms and that, if successful, they will:

- Sign the Contracting Authority's Contract (see Appendix 2 of this CFT); and
- Sign the Data Protection Agreement (see Appendix 3 of this CFT).

Agreeing to and signing these documents will be a condition of Award of Contract.

Tenderers may seek clarifications in relation to the Contract and the Data Processing Agreement by submitting a request for clarifications in accordance with the process set out in section "D" of the Particulars above.

The Contracting Authority may, where appropriate, issue amendments or clarifications to the Contract documents in response to clarification requests received before the Tender Submission Deadline. Any such amendments will be issued to all

Tenderers in accordance with the CFT procedures. No material changes to the Service Contract or the Data Processing Agreement will be made after the Tender Submission Deadline.

f) Tenderers must confirm that, if requested by the Contracting Authority, they will complete the Contracting Authority's Data Protection Assessment (see Appendix 4 of this CFT) and provide all reasonably requested supporting documentation.

The Contracting Authority reserves the right to determine whether the Services to be provided under the Contract give rise to any Data Protection risks. Where such risks are identified, completion of the Data Protection Assessment, if requested, will be a condition of Award of Contract. Should the Contracting Authority determine that the Tenderer's responses do not meet its minimum data protection standards, it reserves the right not to award the Contract to the Tenderer.

Note: The Data Protection Assessment questionnaire is provided for information purposes. Tenderers are not required to complete it unless requested by the Contracting Authority.

g) Tenderers must confirm that they shall take all reasonable steps to keep secure any Contracting Authority information that they may be provided with should they be awarded a Contract under this competition, and that they will use it only for the purposes of providing the Services.

The Contracting Authority reserves the right to determine whether the Services to be provided give rise to any information security risks to its ICT infrastructure. Tenderers must confirm that, if requested by the Contracting Authority, they will complete the Third-Party Supplier Information Security Assessment (see Appendix 5 of this CFT) and provide all reasonably requested supporting documentation.

Completion of this assessment, if requested, will be a condition of award of the Contract. Should the Contracting Authority determine that the Tenderer's responses do not meet its minimum information security standards, it reserves the right not to award the Contract to the Tenderer.

Note: The Third-Party Supplier Information Security Assessment questionnaire is provided for information purposes). Tenderers are not required to complete it unless requested by the Contracting Authority.

Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority. Where the Tenderer is unable for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of that valid reason as to why the documentation cannot be supplied and, if the Contracting Authority considers the reason given to be valid, such other suitable alternative documentation.

4.3 *Award Criteria*

The criteria that will be applied by the Authority to determine the most economically advantageous tender are set out in Item G of the Particulars.

The qualitative award criteria will be evaluated solely against the information provided by Tenderers in the Tender Response Document ("TRD").

Each of the award criteria will be assessed on an overall basis. A mark will be awarded to each criterion in accordance with the scoring methodology set out below. The individual mark within each band will be allocated based on the respective merit of the response within the category. A **minimum score of 60%** is required to pass each of qualative criterion (G1 to G4). A Tenderer not receiving the minimum % score required for any criterion will not be evaluated further and will be eliminated from the Competition.

Qualitative award criteria will be assessed first. Tenderers that have not achieved the required minimum % score for any of qualitative award criteria will be eliminated from the Competition without having their costs assessed and their proposed prices will not be considered for the purposes of cost evaluation.

Those Tenderers that score a mark equal to or in excess of the minimum % score required for each of the award criteria will proceed to have their Cost evaluated.

The cost criterion will be evaluated on the basis of the single fixed Daily Rate tendered in the Pricing Schedule in the TRD. The estimated number of days referred to at Item B6 of the Particulars is provided for pricing purposes only and does not affect the cost scores.

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Evaluation of Cost Formula	**Lowest Tendered Daily Rate** / **Tendered Daily Rate under evaluation**	**X**	**Maximum Marks available**

Tenderers must not use abnormally high or low rates in their Tender. This prohibition includes using strategies that might allow the Tenderer to benefit disproportionately in relation to the valuation for work or interim payments for work done. Each rate must properly cover the full inclusive value of the work to which the amount relates.

If, in the Authority's opinion, the overall tendered amount is abnormally low or any tendered rates (including any rates tendered for valuation of additional services) are abnormally low or abnormally high, the Authority may require the Tenderer to provide further written details of the constituent elements of the overall tendered amount or the tendered rates or any other information which the Authority considers relevant. This may include (without limitation) the information listed in Regulation 69 of the European Union (Award of Public Authorities' Contracts) Regulations 2016. Any failure to provide such information, where requested, may exclude the Tender from further consideration. If, having considered the information provided, the Authority is of the view that either the overall tendered amount is abnormally low or any tendered rates are abnormally low or abnormally high, the Authority may reject the Tender.

4.4 Ranking of Tenders

The quality and price scores of Tenders which have not been eliminated will be added and the Tender receiving the highest overall score will be the most economically advantageous tender.

4.5 Clarification/Further Information

The Authority may seek clarification or further information or both from one or more of the Tenderers. The Authority may meet with one or more Tenderers for these purposes at an Authority-nominated date and venue and/or may seek clarification in writing only as it considers appropriate. It must be understood that the clarification provides that no material amendments may be made to the Tender where this gives rise to a breach of the applicable law

4.6 Presentation of Proposal

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Arts Council will not be responsible for the cost of such presentations (in accordance with paragraph 7.12). Performance at presentations will NOT be evaluated.

5. STEPS FOLLOWING TENDER ASSESSMENT

5.1 Notification - Standstill

As soon as practicable after the Authority has made a decision to award the Contract, the Authority will notify all Tenderers of the outcome of this Competition. In accordance with EU Review Procedures no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the "Standstill Period") if such notice is sent by electronic means. The Standstill Period shall be sixteen (16) calendar days if such notice is sent by other means.

The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period. This notification will not form the Contract or any contract or other obligation and specifically will not oblige the Authority to award or enter into the Contract.

Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

5.2 Conditions Precedent to Contract Award

The Authority may issue to the Tenderer identified as having submitted the most economically advantageous tender a letter of intent requiring that Tenderer to submit to the Authority any or all of the documents listed in Item I of the Particulars together with any other items that the Authority deems appropriate.

The issue of a letter of intent by the Authority shall not in any way constitute the award of a contract and the Contract shall not come into force in any way without formal execution of the Contract by the Authority and the successful Tenderer.

If the Tenderer to whom such a letter of intent is addressed does not submit the documents as required within the time allowed, the Authority may take such steps as it considers appropriate at its discretion, including (but not limited to):

(a) executing the Contract with the Tenderer to whom the letter of intent was addressed (even though the documents have not yet been provided); or

(b) allowing the Tenderer to whom the letter of intent was addressed additional time to provide the documents; or

(c) proceeding according to the process in this section 5 to initiate award to the Tenderer who submitted the next most economically advantageous tender.

5.3 Letter of Acceptance

The Authority will inform the successful Tenderer of the arrangements for the execution of the Contract. The Authority may create the Contract by issuing a Letter of Acceptance at any time (subject to the observance of any standstill period which may be required by law).

5.4 Award of Runner-Up

If for any reason, it is not possible to award a Contract to the designated successful Tenderer(s) emerging from this Competition, the Contracting Authority reserves the right to award the Contract to the next highest scoring Tenderer based on the terms advertised at any time during the tender validity period. Where an award to the next highest scoring Tenderer is not possible, the Contracting Authority reserves the right to award a Contract to the next highest scoring Tenderer, and so on. This shall be without prejudice to the right of the Contracting Authority to cancel this Competition and/or initiate a new contract award procedure at its sole discretion

6. PROPOSED CONTRACT

6.1 Form of Contract

A specimen of the Contract to be entered into between the Authority and the successful Tenderer is attached as Appendix 2. The Authority reserves the right to amend the draft Contract at any stage during the Competition. Tenderers may not make any changes to the draft Contract.

7. GENERAL PROVISIONS

7.1 Confidentiality and publicity

Tenderers must treat their Tenders and their participation in this Competition as confidential.

All details of this CFT and accompanying documents must be treated as private and confidential and shall not be disclosed to any other party except where this is necessary for the Tenderer to prepare and submit its Tender and then only on a confidential basis, or as required by law.

In the event of a Tender not being submitted, or being unsuccessful, the Authority may require that the whole of the documentation issued by the Authority in connection with the Competition, together with all copies made, shall be returned to the Authority or destroyed, at the Authority's discretion.

Tenderers shall not at any time release information concerning these CFT and/or the scope of supplies and/or services for publication in the press or on radio, television, screen or any other medium.

The Authority shall have the right to publicise, or otherwise disclose, to any person, information regarding the Contract, the identity of Tenderers (including details of their respective

members), the Competition or the award of the Contract (including, without limitation, details of the Contract price) at any time.

7.2 Registrable Interest

Any registrable interest involving the Tenderer and the Authority or employees/representatives of the Authority or their relatives must be fully disclosed in the Tender or should be communicated to the Authority immediately upon such information becoming known to the Tenderer, in the event of this information only coming to their notice after the submission of a Tender.

The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. The Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the Competition.

7.3 Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act, 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014 (together "FoIA"), all information submitted to the Authority may be disclosed in response to a request made pursuant to FoIA or otherwise as required by law.

Tenderers are asked to consider if any of the information supplied by them in response to this CFT should not be disclosed because of its sensitivity. If this is the case, Tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Authority cannot guarantee that any information provided by Tenderers, either in response to this Tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Authority's obligations under law, including the FoIA. The Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure**.**

7.4 Environmental, Social and Labour Laws

In the performance of any Service Contract awarded, the successful Tender(s), and their sub-contractors (if any) shall be required to comply with all applicable obligations in the field of environmental, social, and labour law that apply at the place where the Service provided, that have been established by EU law, national law, collective agreements or by international, environmental, social, and labour law listed in Schedule 7 of the Regulations.

Tenders shall be required to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC of 12 March 2011 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfer of undertakings, business or parts of undertaking of business and as implemented in Irish law by statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any

claim arising or loss of costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive and Statutory Instrument.

The Protection of Employees (Temporary Agency Work) Act 2012 (the "2012 Act") provides that the Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those which apply to employees recruited directly by the Hirer (as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

7.5 *Governing Law*

This Competition and any Contract awarded on foot of this Competition will be governed by Irish law.

7.6 Conflict of interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer or any director, officer, member (in the case of a group or consortium), employee, agent or subcontractor must be fully disclosed to the Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Authority may (but shall not be obliged to) invite Tenderers to propose means by which the conflict might be averted. The Authority shall, in its absolute discretion, decide on the appropriate course of action which may include eliminating the Tenderer from the Competition.

7.7 Canvassing/Interference

No contact must be made with the Authority or any of its staff other than by the methods laid out in this CFT. Oral discussions will not be considered binding. A Tenderer must not rely on any statement or representation made to it at any time by persons acting on behalf of the Authority unless they are confirmed in writing as an amendment to this CFT.

Any Tenderer who unduly influences, or attempts to unduly influence, the Authority, its staff or any other relevant persons or bodies involved in this Competition (including canvassing) in relation to the conduct or outcome of this Competition will have their Tender rejected.

If a Tenderer is found to have offered, given or agreed to offer or give to any person any gift, gratuity, commission or consideration of any kind as an inducement or reward for doing or forbearing to do, or having done or forborne to do, any action in relation to the obtaining of its Tender or execution of this Competition, or for showing or forbearing to show any favour or disfavour to any person in relation to this Competition, the Tenderer will be automatically disqualified and the circumstances surrounding such action will be referred to the appropriate authority.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proved.

7.8 Collusive Tendering

Tenderers are strictly prohibited from discussing any aspect of their Tender with other Tenderers or otherwise exchanging information or colluding in respect of the Competition. Any Tenderer who fails to comply with this requirement may be disqualified. Tenderers' attention is drawn to the Competition Act, 2002, as amended, which makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

7.9 Data Protection

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission for data protection in Ireland.

The Authority will be a controller (where controller has the meaning given under the Data Protection Laws) in respect of any personal data (where personal data has the meaning given under the Data Protection Laws) required to be provided by the Tenderer in response to this CFT.

The Tenderer, as controller in respect of any personal data provided by it in its Tender, is required to confirm by way of statement in the Tender Response Form that all data subjects (where data subject has the meaning given under the Data Protection Laws) whose personal data is provided by the Tenderer have consented to the processing of such personal data by the Tenderer, the Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such personal data to the Authority for the purposes of its participation in this Competition.

In addition to entering into a Contract for Services, the Successful Tenderer shall also enter into a Data Processing Agreement with the Authority. A specimen of the Data Processing Agreement to be entered into between the Authority and the successful Tenderer is attached as Appendix 3. The Authority reserves the right to amend the draft Agreement at any stage during the Competition. Tenderers may not make any changes to the draft Agreement.

7.10 Tenderer Confirmation

By submitting a Tender in response to this CFT, a Tenderer confirms that it has satisfied itself, from its own investigation, about all of the requirements of this CFT.

7.11 Clarification Meetings/Presentations

The Authority reserves the right to hold clarification meetings with Tenderers and/or to ask Tenderers to present all or part of their Tender. Clarification meetings and/or presentations will not be evaluated. Tenderers must bear all costs and expenses related to such meetings and/or presentations.

7.12 Tendering Costs

Tenderers shall bear all costs associated with the preparation and submission of their Tenders. The Authority shall not be responsible and/or liable to pay for any costs, expenses or losses which may be incurred by a Tenderer in the preparation or submission of its tender or in relation to any interviews, presentations, clarifications or additional information that may arise following submission, or otherwise incurred by the Tenderers in connection with this Competition, regardless of the conduct or outcome of the Competition.

7.13 Key Personnel

Tenderers should note that any change to the Key Personnel is subject to Authority approval.

The Authority reserves the right, at its absolute discretion, to withhold such approval for any such change and to disqualify the Tenderer from further participation in the Competition. In the event that the Authority withholds its approval for a change in the Key Personnel, the Tenderer may be given an opportunity to submit a different team member for approval, subject to compliance with applicable laws.

Tenderers should also note Clause 5.2 and 7.1 of the specimen Contract relating to changes in Key Personnel and any approved third party personnel.

7.14 Change in Circumstances

Without prejudice to the provisions of section 7.7 above, if as a result of a change in circumstances or otherwise, any information given by a Tenderer in its Tender, or otherwise, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Authority as soon as it becomes aware of this. The Authority reserves the right, at its absolute discretion, to withhold approval for any such changes and to disqualify the Tenderer from further participation in the Competition.

If it comes to the Authority's attention that:

7.14.1 there has been a change in circumstances concerning a Tenderer or member of a Tenderer that could affect the Authority's assessment of that Tenderer's Tender; or

7.14.2 information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Authority may (but is not required to) revise its assessment of the Tenderer's Tender on the basis of the information then available to the Authority.

7.15 Declaration of Personal Circumstances

Tenderers, including any Sub-contractor or consortium member, must complete the Declaration of Personal Circumstances in the Tender Response Document. If, at the time of the award decision, any of the grounds for exclusion in the Declaration of Personal Circumstances apply to the Tenderer (or any member of the Tenderer group or Sub-contractor), the Tenderer may be excluded from the Competition. The Declaration of Personal Circumstances can be signed by the Tenderer, consortium member and/or Sub-contractor electronically. However, prior to entering into the Contract, the successful Tenderer must submit the original signed Declaration

of Personal Circumstances, including an original signature by a practising solicitor/commissioner for oaths.

7.16 Independent Enquiries

The Authority reserves the right to make independent trade, credit and security inquiries about Tenderers before identifying a preferred Tenderer or awarding any Contract. Tenderers may be requested to provide financial and trade references as well as further biographical details of the Key Personnel for this purpose.

APPENDIX 1 BACKGROUND, REQUIREMENTS & SPECIFICATIONS

1. About the Arts Council

The Arts Council /An Chomhairle Ealaíon is the Irish government agency for developing the arts. We work in partnership with artists, arts organisations, public policy makers and others to build a central place for the arts in Irish life. The Arts Council is guided by its Strategy "Making Great Art Work". We set policy to ensure that all of our funding is spent strategically, that all of our actions reflect the long-term interests of the public and that all of our decisions are transparent and fair. We aim to have policies which are current and relevant and which reflect our role as an expert agency in the arts.

In line with national and EU regulations, including the Employment Equality Acts and the Public Sector Equality and Human Rights Duty, we seek to embed inclusive practices that reflect public sector values and enhance the social impact of our procurement and aim to align the nine principles **gender, civil status, family status, age, disability, sexual orientation, race, religion, and membership of the Traveller community** of the Equal Status Act with sustainable procurement.

For further information on the Arts Council, please visit our website www.artscouncil.ie.

2. Scope of Contract and Core Contract Requirements:

The Arts Council is seeking to appoint a suitably qualified service provider to provide **Digital Arts Advisory and Project Management Services.** The successful Tenderer will provide specialist strategic advice, policy development and project management support to the Arts Council in relation to digital arts and associated areas of work.

The Services build on those previously delivered to the Arts Council under earlier contractual arrangements. The successful Tenderer will be required to ensure continuity of delivery from the commencement of the Contract, including taking over the management of programmes, projects and activities then in progress.

The Contract will build on the Arts Council's work to date in developing and implementing its Digital Arts Policy. The successful Tenderer will work closely with relevant Arts Council staff to support the continued implementation of the existing policy and, during the term of the Contract, the research, consultation, development and delivery of the next iteration of the Arts Council's Digital Arts Policy.

The Services currently include the support, management and delivery of the Arts Council's existing digital arts programmes, projects and activities, which comprise:

7.5 the Digital Artists in Residence schemes, including liaison and coordination with participating universities, artists and other relevant stakeholders;

- the Digital Arts Mentorship Programme;

- current digital arts research projects and related activities; and
- stakeholder engagement and representation of the Arts Council at relevant events and sectoral engagements.

The programmes and activities within scope may change during the term of the Contract in line with the Arts Council's priorities.

The successful Tenderer will be required to provide a flexible range of advisory and project management services over the duration of the Contract. The precise programme of work and priorities will be agreed with the Arts Council and may evolve during the Contract in response to organisational priorities, developments in artistic practice, technological change and the needs of the arts sector.

The core requirements of the Contract will include, but are not limited to:

7.6 Providing ongoing expert and strategic advice to the Arts Council on digital arts, digital artistic practice and relevant technological and policy developments.

- Supporting the implementation, monitoring and review of the Arts Council's existing Digital Arts Policy and associated actions.
- Leading and supporting the research, consultation, development and drafting of the next iteration of the Digital Arts Policy and associated implementation planning.

7.7 Designing, coordinating and facilitating appropriate consultation and engagement with artists, arts organisations, Arts Council staff and other relevant stakeholders as required.

- Providing project management services for projects and initiatives arising from the Digital Arts Policy and other agreed digital arts priorities.

7.8 Managing and coordinating the delivery of the Arts Council's existing and future digital arts programmes, including the Digital Artists in Residence schemes and the Digital Arts Mentorship Programme, and liaising with participating universities, artists and other stakeholders.

7.9 Developing and maintaining appropriate project plans, work programmes, schedules, milestones, risk management arrangements and associated project documentation.

7.10 Coordinating agreed projects and activities and monitoring their progress against agreed objectives, timelines and deliverables.

7.11 Providing advice and recommendations on emerging developments, opportunities and challenges in digital arts and technology and their potential implications for artists, arts organisations and the Arts Council.

7.12 Supporting internal, sector-wide and cross-departmental advisory on Artificial Intelligence (AI), which may include developing guidance for the arts sector, providing strategic advice, and facilitating consultations.

7.13 Undertaking relevant research and analysis and preparing high-quality briefing papers, reports, recommendations, policy documentation and other materials as required.

- Supporting knowledge sharing and organisational learning within the Arts Council in relation to digital arts and relevant emerging developments.

7.14 Attending and contributing to relevant meetings, workshops, consultations and other events and, where required, representing the Arts Council at relevant events and sectoral engagements.

7.15 Providing regular progress updates and reporting on the delivery of agreed activities, including identifying risks, dependencies, emerging issues and opportunities.

7.16 Ensuring continuity of the Services from commencement of the Contract, including effective mobilisation and handover of programmes, projects and activities in progress.

The successful Tenderer will be expected to work collaboratively and constructively with the Arts Council and relevant external stakeholders and to provide independent, evidence-informed advice appropriate to the Arts Council's role as the national agency for developing the arts. All Services and associated outputs must be delivered to an appropriate professional standard, within agreed timelines and budgets, and in accordance with the priorities and requirements agreed with the Arts Council during the Contract.

Contract term and anticipated workload

The Contract will commence by the end of 2026 for an initial term of three (3) years, with an option for the Arts Council to extend for one (1) further period of up to one (1) year (see Item B5 of the Particulars).

The Services will be drawn down on an as-required basis, in line with work programmes and priorities agreed in advance with the Arts Council's authorised staff. Based on current usage, the Arts Council anticipates a requirement of approximately 100 days of Services per year (approximately 400 days over the maximum four (4) year term, including the extension). The level of demand may vary during the Contract depending on the programme of work agreed from time to time.

These figures are estimates only, provided to assist Tenderers in pricing their Tenders. They do not constitute a commitment or guarantee by the Arts Council to purchase any minimum or specified number of days. Total expenditure under the Contract, including any extension, will not exceed the Budget set out at Item B6 of the Particulars.

A day comprises eight (8) hours. All travel, subsistence and other expenses incurred in delivering the Services must be included in the Daily Rate.

3. Requirements for Approach and Methodology:

The successful Tenderer shall be required to deliver the contract requirements in accordance with a defined, structured and effective approach and methodology. The Tenderer's approach and methodology shall, as a minimum:

- Provide for the management of activities, deliverables and milestones necessary to meet the Contracting Authority's contract requirements.
- Ensure that appropriately skilled and resourced personnel are applied to the delivery of the contract requirements.
- Provide for the management of risks, dependencies and assumptions that may impact delivery of the Contract.
- Ensure that the contract requirements are delivered in a manner that is timely, controlled and of appropriate quality.
- Ensure continuity of the Services from commencement of the Contract through effective mobilisation and handover.

Tenders will be evaluated under the Approach and Methodology Award Criterion by reference to how well the Tenderer's proposals demonstrate their ability to meet the Contract / Service Requirements set out above.

Tender Response Requirements – Approach and Methodology

Tenderers must describe their proposed approach and methodology for delivering the Services in the TRD, including as a minimum:

- The Tenderer's understanding of the Arts Council's objectives for its digital arts work, and how their proposed approach aligns with section 2 (Scope of Contract and Core Contract Requirements) of Appendix 1 of the CFT.
- How the Services will be planned, organised and delivered.
- Their proposed approach to managing and supporting the Arts Council's existing digital arts programmes, projects and research (including the Digital Artists in Residence schemes and the Digital Arts Mentorship Programme), and to liaising with participating universities, artists and other stakeholders.
- Their proposed approach to supporting the implementation of the existing Digital Arts Policy and the research, consultation and development of its next iteration.
- How responsive and flexible support will be provided on an as-required basis, and how priorities and workload will be managed within the days agreed and the Budget.
- Their approach to mobilisation and to ensuring continuity of the Services from commencement of the Contract, including the handover of programmes, projects and activities in progress.

- The key activities, deliverables and milestones they propose – these should align with the requested implementation plan (see below).
- How resources, roles and expertise will be deployed.
- Their approach to risk and issue management.
- How quality, timeliness and consistency of delivery will be assured.

Tenderers must also provide an outline implementation plan for the first twelve (12) months of the Contract (including mobilisation), identifying key dates and project deliverables/milestones, and demonstrating how delivery to specification, quality assurance and the agreed cost and time parameters will be maintained.

A page limit of 5 A4 pages applies to this response (see the TRD).

4. Qualifications and experience of proposed key personnel

The Tenderer must provide a team of key personnel sufficient to deliver all elements of the contract. The team must:

- Have clearly defined roles, e.g. Contract Manager and other specialist roles as required.
- Hold relevant qualifications and experience. Personnel should have training, certifications, or professional experience appropriate to their role.
- Have a relevant track record. Personnel should have demonstrable experience in delivering similar contracts or services.
- Have demonstrable experience of digital arts practice and policy, of managing programmes such as residencies, mentorship and research projects, and of engaging with artists, arts organisations, universities and other stakeholders.
- Demonstrate capability and balance. The team collectively must have the skills and expertise to deliver the full scope of services.
- Maintain continuity and availability. Personnel must be available for the duration of the contract, and plans should be in place to manage changes without impacting service delivery.
- Commit to continuous professional development. Personnel should stay up-to-date with new technologies, approaches, or methodologies relevant to the service.

Tender Response Requirements – Qualifications and experience of proposed key personnel

The Tenderer must provide details in the TRD of the key personnel they would allocate to the Arts Council account if their tender is successful. In doing so, the tenderer should show a commitment to continuous professional development to ensure staff are sufficiently skilled in new technologies and approaches.

Tenderers must demonstrate that the person(s) proposed for delivering the required services have the necessary experience and qualifications. In order to satisfy that requirement, tenderers must provide the CVs for the key personnel with their tender in the format outlined below:

- A short biographical summary for each person who will be involved in the delivery and/or co-ordination of the services including name, length of time and position held with the tenderer company, relevant qualifications and training.
- The proposed role of each person.
- List of previous contracts delivered by each person, that the tenderer believes is of direct relevance and benefit to the Arts Council requirements, and the person's proposed role. Please include no more than a maximum of four (4) such examples for each person.
- Details of the arrangements for cover and continuity of the Services (including the Contract Manager role) in the event of the absence or unavailability of any member of the team.

Tenderers are required to show how the team will be balanced to provide the full scope of the services required and also have the breadth and range of experience and expertise to deliver the Arts Councils requirements.

A page limit of 3 A4 pages applies to this response (excluding CVs), and each CV must not exceed 2 A4 pages (see the TRD).

5. Contract Management

The Arts Council requires the successful Tenderer to nominate a dedicated Contract Manager who will act as the primary point of contact for the duration of the Contract. The Contract Manager shall have authority to deal with all contractual matters and be responsible for the satisfactory delivery of the Services.

The Contract Manager's responsibilities shall include, at a minimum:

- Establishing an effective approach at the commencement of the Contract, including mobilisation and handover arrangements.
- Overall responsibility for maintaining a constructive and effective working relationship with the Arts Council.
- Meeting with the Arts Council's authorised staff and providing contract management reports to review and examine performance.
- Maintaining accurate records of days worked, and reporting regularly to the Arts Council on days drawn down and remaining against the agreed work programme and the Budget.

- Managing disputes, complaints and concerns that cannot be resolved through normal operational channels.
- Regularly giving and receiving formal and informal feedback on performance, workloads, processes, and opportunities for improvement.
- Ensuring appropriate quality control measures are in place to support the delivery of the Services.
- Proactively identifying and proposing improvements, efficiencies and cost savings over the life of the Contract.

Contract management activities shall be non-billable. The Contracting Authority will nominate authorised staff to liaise with the successful Tenderer.

Tender Response Requirements – Contract Management

Tenderers must describe their proposed approach to contract management, including as a minimum:

- The name, role and relevant experience of the proposed Contract Manager.
- The tenderer's proposed mobilisation and start-up approach at the commencement of the Contract.
- How feedback and communication will be managed between the Arts Council and the Tenderer.
    - The frequency and structure of contract management meetings with the Arts Council.
    - The contract management reporting that the Tenderer will provide, including content and frequency, and including reporting on days drawn down and remaining against the agreed work programme and the Budget.
- The tenderer's process for issue management, escalation and dispute resolution.
- The quality control and assurance arrangements that will be applied, including performance monitoring and review
- How the Tenderer will identify and deliver continuous improvement, efficiencies and cost savings over the life of the Contract.

A page limit of 3 A4 pages applies to this response (see the TRD).

6. Environmental and Sustainability requirements

The successful Tenderer shall be required to perform the Contract in a manner that supports the Contracting Authority's environmental and sustainability objectives and complies with all applicable environmental legislation and standards.

As a minimum, the successful Tenderer shall:

- Comply with all applicable environmental, climate and waste management legislation and regulations.
- Take reasonable steps to minimise environmental impact arising from the delivery of the Contract Requirements.
- Prioritise sustainable travel options and, where appropriate, use virtual meetings and engagement to reduce travel-related emissions.
- Where relevant, implement measures to support:
    - Energy efficiency,
    - Reduction of greenhouse gas emissions,
    - Waste reduction, reuse and recycling, and
    - Responsible sourcing of materials, products and services.

Tender Response Requirements – Environmental and Sustainability requirements

Tenderers must describe how their proposed approach will support the environmental and sustainability requirements of the Contract, including as a minimum:

- How the Tenderer ensures compliance with environmental and sustainability legislation and standards.
- Provide details of relevant polices and certifications – and illustrate these with examples of specific initiatives and their targets/results.
- Describe how the Tenderer ensures that its subcontractors and suppliers operate in a manner consistent with their environmental and sustainability commitments.
- The practical measures the Tenderer will apply to reduce environmental impact in delivering the Contract Requirements, including sustainable travel and the use of virtual meetings and digital working. How they will manage waste, materials, energy use and emissions, where relevant to the Contract.
- Any sustainability initiatives or good practices that will be applied during the life of the Contract.

A page limit of 2 A4 pages applies to this response (see the TRD).

7. Proposed costs

Tenderers are required to complete the Pricing Schedule in the Tender Response Document (TRD), quoting a single fixed Daily Rate for the provision of the Services. A day comprises eight (8) hours.

Tenderers should ensure that all associated costs, including all travel, subsistence and other expenses, are integrated into the Daily Rate. The Daily Rate must remain fixed for the duration of the Contract, including any extension period, and no price review or indexation will apply.

The Estimated Contract Value (Budget) for the full duration of the Contract, including the extension, is set out in Item B6 of the Particulars, together with the anticipated workload (approximately 100 days per year, or approximately 400 days over the maximum term). Tenderers should not exceed the Budget when preparing their submission.

All pricing must be quoted in Euro, inclusive of expenses and exclusive of VAT.

The cost criterion will be evaluated on the basis of the tendered Daily Rate using the formula set out in section 4.3 of this CFT. Payment will be made for days actually worked at the tendered Daily Rate, in accordance with the Contract. Time worked of less than a full day will be charged pro rata.

APPENDIX 2 SPECIMEN CONTRACT

The Contract that the successful Tenderer shall enter into with the Authority is provided as a separate document.

Please refer to attached separate document which is available for downloading at www.eTenders.gov.ie with this document and Contract notice.

APPENDIX 3 SPECIMEN DATA PROCESSING AGREEMENT

The successful Tenderer shall be required to enter into a Data Processing Agreement with the Authority. The Agreement is provided as a separate document.

Please refer to attached separate document which is available for downloading at www.eTenders.gov.ie with this document and Contract notice.

APPENDIX 4 SPECIMEN DATA PROTECTION ASSESSMENT

The successful Tenderer may be required to undertake a Data Protection Assessment by the Authority. The Data Protection Assessment is provided as a separate document.

Please refer to attached separate document which is available for downloading at www.eTenders.gov.ie with this document and Contract notice.

APPENDIX 5 SPECIMEN THIRD-PARTY SUPPLIER INFORMATION SECURITY ASSESSMENT

The successful Tenderer may be required to undertake a Third-Party Supplier Information Security Assessment by the Authority. The Third-Party Supplier Information Security Assessment is provided as a separate document.

Please refer to attached separate document which is available for downloading at www.eTenders.gov.ie with this document and Contract notice.