



**Oifig Fiontair Áitiúil**  
**Local Enterprise Office**

**Local Enterprise Office Louth**

**Request for Quotations to Deliver**

**Communications and Marketing 2022**

**Made up of**

**Part A: Content and press Release**

**Part B: Client Case Studies**

**Commencing in January 2022**

<i>Tender Issue Date</i>	<b>9th November 2021</b>
<i>Closing Date for Queries</i>	<b>16th November 2021</b>
<i>Closing Date for Receipt of Tenders</i>	<b>4pm 24th November 2021</b>



**European Union**  
European Regional  
Development Fund



Comhairle Contae Lú  
Louth County Council



Oifig Fiontair Áitiúil  
Local Enterprise Office

# 1. Specification of Requirements

## 1.0 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.

## 1.1 Provisional Outline of Requirements

LEO Louth now seeks quotations from suitable service providers to fulfill its communications and marketing requirements.

- A) LEO Louth requires that service provider to, where necessary, create/source content (images, news articles etc.) to promote its activities and to support the development of an entrepreneurial environment in Co. Louth.
- B) LEO Louth requires the service provider to develop relevant client case studies for dissemination (print and AV)

## 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 marketing and PR services. Further they will also make recommendations to LEO Louth to ensure that marketing opportunities are maximized.

This tender is made up of two parts;

## **Part A – Content and Press Release**

- Draft a calendar of PR activity for the year ahead inc. subjects such as training events, business and networking events, youth and student entrepreneurship, retail activities and other business supports
- Maintain and develop further the relationship between LEO Louth and local media ensuring that any advertising costs are most economically advantageous to LEO Louth
- Support the creation of media content (press releases, news articles, testimonials and photography) that are relevant to LEO Louth’s services and offerings
- Distribute and disseminate relevant content across Media Channels
- Preparation of briefing notes for media interviews that might arise
- Liaise with LEO Louth’s contracted social media professional to co-ordinate conventional and online activity
- LEO Louth is seeking 15 news articles/ releases in the 12 months to the end of December 2022

## **Part B Client Case Studies**

LEO Louth is seeking 10 client case studies to be produced in print and AV format (for both offline and online promotional use), to include photography, video and use of info graphics for visual impact.

<b>2. Nature of Contract/s</b>
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- 2.1 LEO Louth will engage with the successful Contractor(s) for a period of 12 months and subject to satisfactory performance and agreement, this contract may be extended for a period of up to 2 additional years subject to funding. The contract is due to commence in January 2022.
- 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.
- 2.3 This RFQ is in two parts, and may be awarded separately as Part A and/or Part B

### **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**

3.2 Only quotations received by the due date will be accepted.

3.3 Quotations will be initially evaluated by reference to the following qualification criteria:

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

a) Completeness of quotation documentation as specified in **Appendix A** of this document

**And**

b) 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**

3.4 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%)**

3.4.1 The cost of delivering the proposed service of Part A and Part B must be detailed separately

## **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.
- a) Name of successful quoting organization
  - b) Reasons for non-acceptance of the enquirers' quotation
- 4.2 LEO Louth undertakes to hold confidential any information provided in this quotation subject to:
- a) Disclosure of the information specified at (a) and (b) above as liable for release to the public and
  - b) LEO Louth's obligations under law, including the Freedom of Information Act which came into law on 14<sup>th</sup> 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 Communications, Marketing and Case Studies services to LEO Louth which will begin in January 2022.
- 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.
  - c) 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

- a) All costs must be quoted as a fixed price in Euro (*both exclusive and inclusive of VAT*).
- b) 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.
- c) 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.
- d) LEO Louth is committed to meeting its obligations under the 30 day Prompt Payment Rule.
- e) 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

- a) Quotations must be completed in accordance with the format specified in Appendix A. Quotations, which are incomplete, will be rejected.
- b) LEO Louth requires that any information provided, pursuant to this invitation to quote, will be treated in strict confidence by suppliers.
- c) 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.
- d) 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 25<sup>th</sup> 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 contacting [tenders@leo.louthcoco.ie](mailto: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 12 months unless extended as per Section 2.0.

## **5. Submission of Tender**

- 5.1** A soft copy **with Tenders** Communications, Marketing & Case Studies **in the Subject bar should** be emailed to:

[tenders@leo.louthcoco.ie](mailto:tenders@leo.louthcoco.ie)

**to be received no later than 4pm on 24<sup>th</sup> November 2021**

- 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

- 1.1 Name, address, telephone and email of quoting organisation.  
Name of the person within the quoting organisation dealing with the matter.
- 1.2 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.
- 1.3 Description of role or element of contract to be fulfilled by any third-party
- 1.4 Identification of party who will carry overall responsibility for the contract;
- 1.5 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;

2.0 Detailed schedule of services, costs, service delivery methodologies (applications/tools used to manage the service), and *typical turn around/response time*

3.0 The details of specific personnel proposed for the delivery of the Service, together with their CVs which should specify demonstrated track record

4.0 A statement of general capability for the proposed assignment, together with relevant references

5.0 Declaration of Bona Fides must be completed. **(Appendix C)**

6.0 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

- 1.1 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*

## **7.0 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

## **8.0 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:

- a) Non delivery of a deliverable under the contract
- b) Failing to meet a time scale for delivery of a deliverable under the contract
- c) For any reason at the discretion of LEO Louth

## **9.0 Method of Payment**

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

## **10.0 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 APPENDIX C Declaration of Bona Fides- to be complete by all applicants**

**DECLARATION RE PERSONAL CIRCUMSTANCES AS PER ART. 57 OF DIRECTIVE 2014/24/EU**

Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 1.1) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 1.2) (except where this is disproportionate e.g. where only minor amounts are involved).

1.1 Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?		YES	NO
		Please indicate your answer by marking 'X' in the relevant box	
1.1.a	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;		
1.1.b	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;		
1.1.c	fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;		
1.1.d	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;		
1.1.e	the subject of a conviction for money laundering or terrorist financing;		
1.1.f	the subject of a conviction of child labour and other forms of trafficking in human beings;		
Non-payment of taxes or social security obligations			
<p><b>1.2</b> Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions?</p>			
<p>Note: If the response to 1.2 above is in the affirmative, please</p>			

provide further information on the decision and the amounts involved.		
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2.1 Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.		YES	NO
2.1.a	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU;		
2.1.b	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;		
2.1.c	is guilty of grave professional misconduct which renders its integrity questionable;		
2.1.d	has entered into agreements with other economic operators aimed at distorting competition;		
2.1.e	has a conflict of interest within the meaning of Article 24 of 2014/24/EU that cannot be effectively remedied by other, less intrusive, measures;		
2.1.f	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 2014/24/EU, that cannot be remedied by other, less intrusive, measures;		
2.1.g	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.		

2.1.h	<ul style="list-style-type: none"> <li>• is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or</li> </ul>		
	<ul style="list-style-type: none"> <li>• has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 2014/24/EU; or</li> </ul>		
2.1.i	<p>has undertaken to:</p> <ul style="list-style-type: none"> <li>• unduly influence the decision-making process of the contracting entity, obtain confidential information that may confer upon the Tenderer undue advantages in the procurement procedure; or</li> <li>• negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.</li> </ul>		

**Ends**