

# Leitrim County Council Percent for Art Programme

# The Junction, Ballinamore Public Art Project Information Brief

Closing Date for Submissions: Midnight, Sunday 17 November 2024.

Ballinamore Public Art Project
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#### 1. INTRODUCTION

Leitrim County Council, as commissioning agent, invites expression of interest from artists to undertake a public art project at The Junction, Ballinamore, Co. Leitrim.

#### 2. BUDGET

The maximum budget for the project will be €45,000.00 inclusive of all fees, costs, expenses, VAT, insurance and any other charges associated with the execution of the project.

#### 3. BACKGROUND

### **Leitrim County Council Percent for Art Programme**

It is the policy of Leitrim County Council to contribute to the cultural wellbeing of Leitrim through the implementation of Percent for Art as a means of funding arts projects. The underlying principle of the scheme is to support innovative once-off large scale arts projects in a manner consistent with wider capital development and economic growth. The purposes of projects arising from this policy include the following -

- To make available ambitious and innovative art projects to the people of Leitrim.
- To engage communities in creative partnerships with artists.
- To enhance and enrich the county's cultural and physical environment and public spaces.
- To integrate the work and thinking of artists into the planning, design and construction of county facilities, buildings and public spaces.

#### **Ballinamore**

Ballinamore is a town of just over 1,000 people located approximately equal distances from Longford, Cavan, Sligo, Enniskillen and Carrick on Shannon. The history of the town goes back to the Middle Ages where it grew from a ford or crossing point on the local Yellow River. An iron works was associated with the town, giving rise to local forges, an engineering works, a busy canal, and for nearly a century the headquarters of the local Narrow-Gauge Railway located at the eastern end of Main Street at the junction between Railway Road and the R199. These railway buildings subsequently became the local boy's secondary school - St. Felim's College, which opened in 1962 and remained as such until 2014 when a new purpose-built secondary school opened just down the road.

Together with its rich railway and iron work industrial history, Ballinamore had a once thriving flax and linen industry. Today, Ballinamore is widely known as an angler's paradise, with 28 lakes within a 5-mile radius and around 17 kilometres of riverbank. In addition, it is home to Ireland's first Genealogy Centre, reflecting its deep historical roots and wide diaspora.

Ballinamore is often referred to as the 'friendly town,' this sense of community spirit is particularly evident each August at the Ballinamore Family Festival; now running over 50 years, which draws back many of the aforementioned diaspora each year. Ballinamore also has a growing diverse community, established through its Direct Provision Centre. As a community, it continues to strengthen cross-border relations through its important peace work, and situ as a border county. This is reflected by a host of past and current peace projects, including its receipt of multi-project funding from the International Fund for Ireland (IFI).

Ballinamore is a place where nature and biodiversity thrive, offering a sense of openness and tranquillity. Surrounded by lush rolling hills and an abundance of lakes, the town provides the perfect base to explore and connect with nature, particularly through its recently developed Green Way, Red Way and other walking/cycle trails. Notably, Ballinamore is home to a number of community-driven environmental initiatives, for example, the swift and bat box projects, and active Community Garden. Such initiatives reflect the local community's commitment to preserving and enhancing their natural environment, wildlife and biodiversity.

#### The Junction

Following the relocation of St. Felim's, Leitrim County council took charge of the property, carried out an extensive public consultation process and redeveloped the entire site, which now consists of Ballinamore Youth Action Project in one building along Railway Road, with the Ballinamore branch of the privately run Leitrim School of Art and the Junction Hub — a remote working facility managed under the auspices of the Local Enterprise Office — in another building along the R199.

Links to these operations and some publicity arising from the opening of the facility are here:

- https://www.thejunctionhub.ie/
- https://www.leitrimartschool.ie/
- http://www.ncycs.ie/about-us/
- https://www.facebook.com/profile.php?id=100088357110223
- https://www.rte.ie/news/connacht/2024/0216/1432780-ballinamore/
- https://www.youtube.com/watch?v=GLModB0NppA

#### **Useful Links & Resources**

- Ballinamore / Béal an Átha Móir official website homepage: https://www.ballinamore.ie/
- Ballinamore / Béal an Átha Móir official website history page: https://www.ballinamore.ie/index.php?id=678
- Leitrim Genealogy Centre: <a href="https://leitrimtourism.com/visitor-attractions/leitrim-genealogy-centre">https://leitrimtourism.com/visitor-attractions/leitrim-genealogy-centre</a>
- Glenview Folk Museum (located just outside Ballinamore): <a href="http://glenviewmuseum.ie/">http://glenviewmuseum.ie/</a>
- Ballinamore Family Festival (August, annually): <a href="https://www.ballinamorefamilyfestival.com/">https://www.ballinamorefamilyfestival.com/</a>
- Ballinamore The Better Together Níos Fearr Le Chéile (PIP) Project:
  - https://www.ballinamoreareacc.ie/better-together/
- Ballinamore Community Garden: <a href="https://www.facebook.com/groups/2148957371798052/?">https://www.facebook.com/groups/2148957371798052/?</a> rdr
- Ballinamore Greenways & Trails: <a href="https://leitrimtrails.ie/ballinamore-greenway/">https://leitrimtrails.ie/ballinamore-greenway/</a>
- Ballinamore Canal Walk: <a href="https://www.leitrimireland.com/listings/ballinamore-canal-walk-4/">https://www.leitrimireland.com/listings/ballinamore-canal-walk-4/</a>

# 4. OUTPUTS

A public art project based at The Junction, Ballinamore that involves consultation and/or participation with any number of communities of place or interest in the Ballinamore area.

The processes, anticipated outcomes, duration and schedule of the project will be determined by the nature of the proposal by selected artists, their availability and that of other stakeholders.

While not mandatory, it is anticipated that the project will culminate in a tangible outcome of a participatory process, or a tangible outcome developed in parallel to a consultative or participatory process.

# 5. THE ARTIST(S)

This commission is open to all national or international professional artists from any art form with proven experience of executing high quality public art projects.

# 6. APPLICATION PROCESS

This commission is a two-stage open competition.

#### 7. EXPRESSION OF INTEREST

Artists may register their interest in the project at this link: <a href="https://forms.leitrimcoco.ie/form-76928/ballinamore-eoi">https://forms.leitrimcoco.ie/form-76928/ballinamore-eoi</a> Please do so by **Midnight, Sunday 1st October 2024.** 

#### 8. SITE VISIT

A site visit will be held at the new The Junction, Ballinamore, Co. Leitrim on **Tuesday 8 October 2024 at 2pm** and will last approximately one hour.

Only those artists who have registered their interest in the project and indicated that they will attend the site visit prior to the date specified, may attend on the day.

The site visit will consist of a tour of The Junction, Ballinamore and its environs led by a representative of Leitrim Arts Office and the Public Art Project Manager followed by a discussion on the context of the commission.

While it is not essential for an artist to attend the site visit in order to submit an application; it is highly recommended that artists do so. It will not be possible to visit The Junction or the site at any time other than the planned site visit.

#### 9. STAGE 1 APPLICATION

For Stage 1, artists are invited to submit the following:

#### Mandatory

- Biography/CV
- Maximum of six examples of your most relevant previous work.
- Preliminary project concept along with a brief description of the thought process behind that concept that demonstrates your interest in, and understanding of, the competition brief.

# **10. STAGE 1 SELECTION**

From applications received, a panel consisting of one representative of Leitrim County Council, one community representative and two external specialists will shortlist a maximum of three applicants to proceed to Stage 2.

Selection will be made using the following criteria –

	Criteria	Marks
1	Quality and relevance of previous work and track record of the applicant, and where relevant, the quality, innovation, and artistic merit of provisional concepts.	50
2	Understanding of the physical, social and cultural context of the work.	25
3	Anticipated impact and benefit for the community.	25

#### 11. STAGE 2 APPLICATION

Each unsuccessful shortlisted artist will be paid €500.00 to develop project proposals for a public art project at The Junction, Ballinamore, Co. Leitrim.

Stage 2 proposals must contain the following -

- 1) Project Proposal\*
- 2) Project Budget inclusive of all anticipated requirements including artists fee, other costs to the artist, materials, transport, catering etc.
- 3) Outline Schedule for the project that details milestones in the project; the number of sessions and contact hours envisaged as well as preparation and off-site time.

- 4) Where an artist intends to work with another artist or assistant etc., details of their role(s), along with CV(s) and examples of previous work.
- 5) Evidence of any insurance required *or* a signed statement confirming that any insurances required can be produced before the contract commences.
- 6) A valid Tax Clearance Certificate *or* a signed statement that a valid Tax Clearance Certificate can be produced before the contract commences.
- 7) Confirmation that the applicant has the time and resources to carry out the contract and has no other commitments that prevent the contact from being carried out effectively.
- 8) Where an artist is working with children, young people and/or vulnerable groups, Garda Vetting will be required in advance and artists will have at a minimum, completed the Tusla online child protection training.

# \*Project Proposal

The project can involve any arts discipline and be of any duration as determined by the artist as part of the proposal.

Artists are invited to develop and propose ideas and approaches for a public art project based at The Junction, Ballinamore, Co. Leitrim that involves consultation and/or participation with any number of communities of place or interest in the Ballinamore area. Where consultation or participation of groups within the community is relevant to a proposal, artists must have the consent of these groups in advance of making a proposal. Details of who the participants are is key and it is essential that the proposal explains how they will benefit from their participation.

The proposal should be no longer than three A4 pages and can refer to concepts, lines of enquiry, processes for engagement, methodologies for collaboration and potential outcomes. The proposal should be accompanied by any relevant images, recordings, drawings, writings etc. that might support the application.

It would be expected that a project, particularly those that are participatory in nature, will evolve as they progress. Any significant changes to the programme, its schedule and/or budget will be agreed in consultation with Leitrim County Council and other project stakeholders.

#### 12. STAGE 2 SELECTION

The assessment criteria for Stage 2 are as follows -

	Criteria	Marks
1	Artistic quality and innovation of the proposal.	25
2	Understanding of the physical, social and cultural context of this work.	25
3	Anticipated impact and benefit for the community.	25
4	Feasibility, budget, schedule.	25

### 13. SCHEDULE

Expressions of Interest registered <u>LINK HERE</u>	1 Oct 2024
Site Visit for registered artists LINK HERE	8 Oct 2024
Stage 1 Proposals submitted online LINK HERE	17 Nov 2024
Selection Panel recommendations on received proposals.	22 Nov 2024
Stage 2 Proposals submitted online	15 Dec 2024
Selection Panel recommendations on received proposals.	19 Dec 2024
Project commencement	w/c 13 Jan 2025
Project completion	TBC with applicant

# 14. PAYMENTS

- The successful applicant shall agree to a payment schedule as part of the contract. Payments shall be made in accordance with the schedule outlined in the contract upon receipt of invoices and successful achievement of each work stage.
- Unsuccessful Stage 2 applicants shall receive a payment of €500.00 for a complete proposal.
- Leitrim County Council reserves the right not to proceed with any of the submissions received.

#### **15. NOTES**

#### 1) Sufficiency & Accuracy of Tender

Tenderers will be deemed to have read and understood the tender documentation and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of this tender.

# 2) Tender Documents - Ambiguity, Discrepancy, Error, Omission

Where tenderers consider that they are missing any information which would prevent the submission of a comprehensive tender please contact Leitrim County Council as soon as possible. Tenderers are required to inform Leitrim County Council of any ambiguity, discrepancy or error in the Tender Documentation. Leitrim County Council shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission.

#### 3) Closing Date and Time for Receipt of Tenders

The closing date for receipt of tenders is at 12 midnight as per the tender schedule.

#### 4) Queries

All queries regarding this tender must be submitted by email only to: <u>joeleenlynch@gmail.com</u> Responses will be circulated to those tenderers that have registered an interest in this programme.

#### 5) Tender Submissions

Submissions must be submitted online only.

#### 6) Extension of Tender Period

Leitrim County Council reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing to Tenderers before the original closing date.

#### 7) Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted before the closing date for receipt of tenders.

#### 8) Cost of Preparation of Tender

Leitrim County Council will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document.

#### 9) **Currency**

Tender prices must be submitted in Euro only. All invoices and payments will be in Euro only.

#### 10) Confidentiality

The distribution of the tender document is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose.

# 11) Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to Leitrim County Council. Any declarable interest involving the tenderer and employees of the Council, or their relatives must be fully disclosed in the response to this tender competition. The term 'declarable interest' shall be interpreted as per section 175 of the Local Government Act, 2001. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

#### 12) Freedom of Information Act

Each of the parties will undertake to use their reasonable endeavours to hold any confidential information received from the other party, subject to Leitrim County Council's obligations under law, including (if applicable) the provisions of the Freedom of Information Act 2014. The Tenderer will agree that, should it wish any confidential information supplied by it to Leitrim County Council not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify the same and specify the reasons for its sensitivity. Leitrim County Council will consult with the Tenderer about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, Leitrim County Council will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with the Council or as set out in the Freedom of Information Act 2014.

#### 13) Data Protection Act

Each of the parties shall ensure compliance with the Data Protection Acts 1988 and 2003 and shall ensure to adopt privacy by design as a default approach to ensure compliance with the General Data Protection Regulation. Tenderers shall hold confidential any and all data provided to them for any reason whatsoever.

#### 14) Tax Clearance Certificate

It will be a condition for award of the contract that the successful tenderer(s) can promptly produce a Tax Clearance Certificate. See Irish Revenue website: http://www.revenue.ie/

#### 15) Irish Legislation

Tenderers should be aware that national legislation applies in matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. All relevant aspects of such legislation must be observed at all times by the successful tenderer.

#### 16) Confidentiality of Evaluation

Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract will not be disclosed to Tenderers or other persons not officially concerned with such process until the award of contract to the successful Tenderer has been announced and in conformity with national law.

#### 17) Clarification of Tenders

Leitrim County Council may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with Leitrim County Council.

#### 18) Correction of Errors

Where there is a discrepancy between amounts in figures and words, the amount in words shall apply. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price will normally govern.

#### 19) Change in the Composition of a Tender

Leitrim County Council reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

#### 20) Interference

Any effort by the tenderer to unduly influence Leitrim County Council, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. 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.

# 21) Notification of Tender Evaluations

Following tender evaluation all tenderers will be informed, formally of the outcome.

#### 22) Payment

All quotations and terms of payments shall be in Euro only. Payment for any orders will be on foot of invoices for each completed part of order and made only after delivery and inspection. The Council undertakes to make all payments solely under the terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

# 23) Award to runner up

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the contracting authority considers that the successful tenderer has not met its obligations, the contracting authority reserves the right to award the contract to the next highest scoring tenderer on the basis of the terms advertised. This shall be without prejudice to the right of the contracting authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

#### 24) Consortia and Prime/Subcontractors

Where a group of undertakings submit a tender in response to this contract notice the Contracting Authority will deal with all matters relating to this public procurement competition through the entity which will carry overall responsibility for the performance of the contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out the names of all subcontractors and/or consortium members who will be involved in the provision of the contract and a description of the role to be fulfilled by each subcontractor and/or consortium member.