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**Consultant Brief**

**Public Art**

**Solihull Borough Council**

**Project Summary**

Solihull Council wishes to commission a consultant or company to carry out a piece of work which will evaluate the use of public art in the borough and make suggestions for its further development.

The commissioners are looking to work with a consultant/ consultants who can engage with staff, external partners and community groups to generate meaningful discussion on the place of public art in Solihull and support the council to develop an ambitious plan for public art across the borough.

The consultant will:

* Develop a piece of work which looks at the current levels of public art in the Borough and scopes possibilities and opportunities for future public art projects.
* Works with council staff and external partners to develop a shared vision for public art across Solihull.
* Feed into the cultural strategy to ensure public art is recognised as a key delivery strand.
* Deliver training on the scope, possibilities and reach of public art to council employees, Councillors, and external partners to develop an ambitious shared vision for public art in the borough.
* Support the council to commission a minimum of three new pieces of public artwork.
* Advocate for the role public art can play in communities, urban centres, businesses, parks, and open spaces.
* Create a framework to support the council and its partners in realising future commissions.

This opportunity is open to freelance consultants, companies, and artists, although links to Solihull or the West Midlands would be preferable. This is an exciting opportunity to creatively interpret the brief to support the council in the next phase of its public art work.

**Application Process**

To be considered for the commission, please provide a proposal (expression of interest) in response to this brief, to be submitted by email to culture@solihull.gov.uk

Outline proposals must include CV’s of all consultants working on the project, examples of past work and similar projects, two referees and a statement of interest in response to the brief.

The expression of interest should be no more than 1200 words.

**Deadline for submission: Sunday 12th May 2024.**

**Commissioning Process**

Stage 1 – Proposals submitted

Stage 2 – Proposals shortlisted

Stage 3 – Shortlisted consultants invited to present their ideas to a selection panel which will award the final commission.

Stage 4 – The successful consultant/s will be contracted to realise the artwork in further consultation with the commissioners to deliver the finished piece.

**The fee for the full commission is £20,000**

All costs for realising the work (including materials and any associated realisation costs) must be budgeted for within the £20,000.

**Selection Criteria**

Consultants will be selected on the basis of their past work and on the response to the brief.

We will also consider the following:

• Ability to work collaboratively with the project team and commissioners

• Ability to understand and work with a diverse range of stakeholders

• Proven ability to meet established budgets and work to a schedule

Proposals are encouraged from consultants from Solihull and across the West Midlands area.

**Budget**

1 x Commission Fee of £20,000 for the successful artist to design and deliver the final artwork.

The above fee is exclusive of any VAT and this should be added if applicable.

**Evaluation**

Solihull Council and will support the artist in producing an evaluation, including gathering feedback from the selection panel and community. A detailed record of the project will be produced for future reference to include a project overview, successes, challenges/lessons learned and a photographic record of the project process and completion. This information will be made available on request to help promote the successes of the project and share learning from the process.

**Contact**Lisa Cleaver Cultural Development Officer culture@solihull.gov.uk 0121 704 6996

**Award of Contract**

* Solihull Council’s Terms and Conditions for the supply of goods and services and works will apply to the award of this contract.

SMBC will assess Tenderers’ responses according to these criteria and will award points up to the maximum shown against each heading in the Quality evaluation assessment table below. Failure to achieve a rating of satisfactory (i.e. a minimum unweighted score of 3 or above) in any one or more categories may result in the bid being disqualified at the SMBC’s discretion.

|  |  |
| --- | --- |
| Assessment Criteria | Score |
| **Unacceptable:** either no answer is provided, or the answer fails to demonstrate that any of SMBC’s key requirements in the area being measured will be delivered. | 0 |
| **Poor:** fails to demonstrate how SMBC’s basic requirements in the area being measured will be addressed, giving rise to serious concerns that acceptable outcomes would not be delivered against the project brief. | 1 |
| **Weak:** barely demonstrates how SMBC’s basic requirements in the area being measured will be addressed, giving rise to concerns whether acceptable outcomes would be delivered against the project brief. | 2 |
| **Satisfactory:** demonstrates how SMBC’s basic requirements in the area being measured will be addressed so as to deliver acceptable outcomes against the project brief. | 3 |
| **Good:** demonstrates how most of SMBC’s requirements in the area being measured will be addressed so as to deliver good outcomes against the project brief. | 4 |
| **Excellent:** demonstrates clearly how all of SMBC’s requirements in the area being measured will be fully addressed so as to deliver excellent outcomes against the project brief. | 5 |

Please note the following:

**Preparation of Tender**

Tenderers are responsible for obtaining all information necessary for the preparation of their response; and all costs, expenses and liabilities incurred in connection with the preparation and submission of the Tender and attending any interviews will be borne by the Tenderer.

The Tenderer is expected to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Form of Tender.

Tenderers may seek clarification on any of the points contained in the tender documents at any time **prior to seven working days** before the date for receipt of tenders. This will allow time for SMBC or Project Manager to prepare a response to all tenderers by five days before the tender deadline and for all tenderers to incorporate the clarification prior to the tender deadline.

**Non-consideration of Form of Tender**

SMBC reserve the right not to award the contract to the highest scoring, lowest priced or to any tenderer; and reserve also the right to accept any of the same in whole or in part. SMBC may also refrain from considering any Form of Tender if it is not in accordance with the Form and Conditions of Tender, or the Tenderer does not provide all of the information required or attempts to make variation or alterations to the Form of Tender, Conditions of Contract, or the Specification.

**Tenderer’s Warranties**

In submitting a Tender, the Tenderer warrants that:

1. It has not done any of the acts in the Non-Consideration of Form or Tender,
2. All information provided is true, complete, and accurate in all respects including details of previous projects being presented as examples,
3. It has full power and authority to enter into the Contract.
4. It is of sound financial standing, and
5. Its partners, directors and employees are not aware of any circumstances that may adversely affect such financial standing in the future.

**Confidentiality**

The Form of Tender, the Conditions of Contract, the Specification, and all other documentation or information issued by the SMBC relating to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the SMBC.

The documents which constitute the project, and all copies thereof are and shall remain the property of the SMBC (whether or not the SMBC shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the SMBC upon their request.

All information provided by tenderers as part of a tender return will be treated as confidential.

**Freedom of Information**

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

Tenderers should state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act and should state why they consider the information to be confidential or commercially sensitive.

This will not guarantee that the information will not be disclosed but will be examined in the list of the exemptions provided in the Act.

**APPENDIX A: Form of Tender**

*Please complete this form and include it with your expression of interest.*

**Project: [insert name]**

**Professional Service:** Evaluation Consultant

**Name of Tenderer:**

I/We, the undersigned, do hereby offer to execute and complete the above-mentioned professional services in strict accordance with the Schedule of Services for the following lump sum fee:

£ \_\_\_ plus, VAT (delete if VAT not applicable) for the delivery phase (RIBA Stage 4-completion)

Confirm figure in words: \_\_\_\_\_\_\_\_ plus VAT (delete VAT if not applicable)

1. **Resources**

Please state the number of days intended for the Delivery Phase:

1. **Day Rates**

|  |  |
| --- | --- |
| **Team** | **Day Rate (£)** |
| Director/ Partner  |  |
| Senior Consultant  |  |
| Consultant  |  |
| Other – specify.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |

The above day rates will be utilised to negotiate any additional works that may be required if deemed to be beyond the reasonable scope of the works specified. All day rates are to be based on a 7.5-hour day and are to include allowance for disbursements.

1. **Expenses and Disbursements**

The fee offer is to include all expenses and disbursements (including printing charges).

1. **Offer Period**

This tender/ offer is to remain open for a period of 90 days from the date fixed to the return of tenders.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

|  |  |
| --- | --- |
|  | **Tenderer to provide responses. Some are pass/ fail** |
| Name of firm or company/Individual |  |
| Postal address |  |
| Registered address (if applicable) |  |
| Company number (if applicable) |  |
| Please indicate if you are: a sole trader, partnership, Public or Private Limited Company or other type of organisation |  |
| Main contact |  |
| Contact telephone number |  |
| Contact email address |  |
|  |  |
| Please indicate your level of Employer’s Liability Insurance, the policy number and expiry date [[1]](#footnote-1) |  |
| Please indicate your level of Public Indemnity Insurance, the policy number and expiry date |  |
| Please indicate your level of Professional Indemnity Insurance, the policy number and expiry date |  |
|  |  |
| Signature of authorised person |  |
| Name of authorised person |  |
| Capacity in which signed |  |

If you do not have any of these insurances, please indicate if you will purchase them if awarded the contract. If they are not applicable e.g. you are not an employer, please indicate this.

**APPENDIX B**

Governance model once agreed.

1. If you do not have any of these insurances, please indicate if you will purchase them if awarded the contract. If they are not applicable e.g. you are not an employer, please indicate this. [↑](#footnote-ref-1)