

Request for Tenders

For the establishment of a Single Party Framework for USA (West Coast) PR Agency Services

Etenders RFT ID	202608USAWCPR
Issue Date	Monday, 03 August 2026
Closing Date for Queries	Friday, 28 August 2026 12.00 hours Irish Time
Closing Date / Time for receipt of Tenders	Monday, 14 September 2026 12.00 hours Irish Time

Please note that all information relating to this tender competition, including clarifications and changes, will be published on the Irish Government Procurement Opportunities Portal only. Registration is free of charge and there is no charge for documents. IDA Ireland will not accept responsibility for information relayed (or not relayed) via third parties.

Disclaimer

This Request for Tenders (**RFT**) document and any accompanying documents (**Documents**) are issued for information only and do not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a Contract. No Contractual rights in relation to IDA Ireland will exist unless and until a Contract has been executed by or on behalf of IDA Ireland.

Tenderers are recommended to read the Document(s) thoroughly and are advised to follow the instructions outlined in the Documents prior to submitting their Tender. These may comprise the RFT; Instructions to Tenders; any clarifications issued by IDA Ireland; Contract and/or Tender Response Document. The Documents are to be taken as mutually explanatory of each other if possible. If there is an inconsistency between the Documents, they take precedence as per the order set out above. Failure to comply with the requirements of the Documents may, at the discretion of IDA Ireland, disqualify the Tenderer.

While all reasonable steps have been taken to ensure that the information set out in the Documents is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Documents or otherwise provided by or on behalf of IDA Ireland (in writing or otherwise) to any interested party or its advisers. No responsibility or liability for any loss or damage arising as a result of reliance on these Documents, or for the information contained in these Documents or for any omission, is or will be accepted by IDA Ireland or by any of its officers, employees, agents, or professional advisers. No officer, employee, agent, or professional adviser of IDA Ireland has any authority to give or make any representation or warranty, express or implied, in relation to the Documents. IDA Ireland's officers, employees, agents, and professional advisers expressly disclaim any and all liability arising out of the Documents and any errors or omissions in the Documents.

IDA Ireland does not bind itself to accept the lowest priced or any Tender. Nothing in the Documents is, nor shall be relied upon as, a promise or representation as to IDA Ireland's ultimate decision in relation to the award of a Contract. However, IDA Ireland reserves the right to take such steps as it considers appropriate, including (but not limited to):

- cancelling this Competition at any time prior to a formal written Contract being executed by or on behalf of IDA Ireland;
- Not furnishing a Tenderer with additional information;
- Not inviting a Tenderer to proceed further with the Competition;
- Rejecting any, or all, of the Tenders;
- Changing the basis of, or the procedures (including the timetable) relating to the Competition.

IMPORTANT NOTES

Any suggestions or request for changes to the Request for Tenders documents or the Terms and Conditions accompanying the Request for Tenders must be made during the time allowed for queries (see Sections 1.4 and 2.7 of the RFT).

Any suggestions/requests submitted in a Tender response cannot be considered at that stage of the process. Furthermore, any assumptions or statements submitted with a Tender may disqualify the Tender resulting in its elimination from the Competition (see Section 4.1 of the RFT)

For the avoidance of doubt IDA Ireland will not enter into discussions regarding any Agreement Terms and Conditions with any preferred tenderer. As per government public procurement guidelines post tender negotiations of any kind cannot take place where an Open procurement procedure is used.

NB- The published maximum value of the Framework Agreement is the maximum permitted € value over the full potential period of the Framework Agreement including all extensions, i.e. 3 years (2 + 1 year). This € value is required to be published by law under EU Procurement Regulations and does not represent the budget value available for the duration of 3 years.

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1 INTRODUCTION

1.1 IDA Ireland

The Industrial Development Agency (Ireland) (**IDA Ireland/IDA**) is Ireland's inward investment promotion agency. It is a non-commercial, semi-state body promoting Foreign Direct Investment (**FDI**) into Ireland through a wide range of services. IDA Ireland partners with potential and existing investors to help them establish or expand their operations in Ireland.

IDA Ireland's strategic remit is to win FDI and see the benefits flow as widely as possible in economic terms throughout Ireland.

IDA Ireland is a globally leading Investment Promotion and Development Agency (**IPDA**) with national responsibility for the attraction and development of FDI in Ireland.

IDA Ireland has client engagements across all geographies attracting client companies to Ireland from the US, Europe, and Asia.

IDA Ireland continues to attract FDI investors to establish operations in Ireland and these client companies require ease of access to all major international markets.

IDA Ireland is a semi-autonomous State agency with its own Board. It has a reporting responsibility to the Minister of Enterprise, Trade and Employment.

IDA Ireland's head office is located at Three Park Place, Hatch Street Upper, Dublin 2. IDA Ireland also has a number of regional and overseas offices.

More information:

- IDA Ireland's 2025-2029 Strategy can be downloaded at [IDA Strategy – Adapt Intelligently](#).
- IDA Ireland's Annual Report 2025 can be downloaded at [IDA 2025 Annual Report](#).
- IDA Ireland 2025 end of year statement can be found here [IDA 2025 Results](#).
- Further information on IDA Ireland may be obtained at www.idaireland.com.

1.2 This Competition

1.2.1 This RFT has been prepared for the purpose of providing certain information to economic operators ("**Tenderers**") interested in participating in this public procurement competition (the "**Competition**") for Public Relations Services provided by a Provider with a base located in the West Coast States of the USA. IDA Ireland is the contracting authority for this Competition.

1.2.2 IDA Ireland is availing of the Open procedure under Directive 2014/24/EU, as transposed into Irish law by the European Communities (Award of Public Authorities' Contracts) Regulations, 2016 (Statutory Instrument 284 of 2016) (the "**Regulations**") advertising on eTenders and OJEU.

1.2.3 IDA Ireland intends to establish a single party framework (the "**Framework**") for the provision of **PR Agency Services US West Coast** and invites tenders ("**Tenders**") from Tenderers for the provision of the services as more particularly described in Section 3 of this RFT (the "**Services**").

1.2.4 Tenders must be submitted in line with the instructions set out in Section 2 of this RFT and in particular with the requirements set out in Section 4.1 ("**Completeness and Compliance**").

1.2.5 Tenders which are not eliminated for non-compliance will be assessed in line with the procedures set out in Section 4 of this RFT with the objective of identifying the Tenderer for contract award (the **"Successful Tenderer"**).

1.2.6 IDA Ireland reserves the right to take such steps as it considers appropriate in the Competition, including but not limited to: changing the basis of, or the procedures (including any timetable) relating to the Competition; rejecting any, or all, of the Tenders; abandoning the Competition (or any part of it) at any time prior to a formal written contract being executed by and on behalf of IDA Ireland; or procuring the Services by alternative means.

1.2.7 IDA Ireland reserves the right to amend these documents and any information contained herein. Any such changes shall be notified via email.

1.2.8 Should IDA Ireland deem that the tender responses received do not meet its requirements in its entirety, it reserves the right not to award the Contract to any one tenderer and has sole discretion to enter into discussions regarding potential partnerships/collaboration between parties.

1.3 Duration of the Framework

Any framework agreement that may result from this Competition (the **"Framework Agreement"**) will be awarded for a duration of **two (2) years** (the **"Initial Framework Agreement Term"**) from November 2026 – November 2028. IDA Ireland reserves the right to extend the Initial Framework Agreement for a period or periods of **one (1) year** (each the **"Extended Framework Agreement Term"**) up to a maximum duration of **three (3) years** on the same terms and conditions i.e. to November 2029. The Initial Framework Agreement Term and the Extended Framework Agreement Term(s) shall together constitute the **"Framework Agreement Term"**.

Supplier performance will be continually monitored over the term of the Framework Agreement. The format will be agreed between IDA Ireland and the Successful Tenderer.

1.4 Estimated Value of the Framework

The estimated total value of services pursuant to the Framework is **€850,000.00** excl. any applicable taxes (**US\$ 975,000.00 at time of writing**) over the potential 3 year lifetime of the agreement. It is emphasised, however, that this figure is provided strictly for indicative purposes only and in no way constitutes a commitment by IDA Ireland regarding the volume of services required during the lifetime of the Framework Agreement.

1.5 Form of Contract

Admission to the Framework will be conditional upon acceptance of IDA Ireland's Framework Agreement and Contract Terms and Conditions as set out in Appendix 3, in addition to the tender documents and any addenda issued by IDA Ireland to the original RFT. **"Contract"** means any contract which is awarded in accordance with the Framework Agreement and is based on the template contract included at Appendix 3 to the RFT.

Tenderers are required to review these Terms and Conditions and indicate their acceptance thereof

as part of their tender submission.

No other terms and conditions shall be proposed by the Tenderer. Tenderers may not submit mark ups of the Framework Agreement or Contract with their Tender. Any issues which a Tenderer may have with the proposed Framework Agreement and/or Contract must be raised by way of Tender query (in accordance with Section 2.7 of the RFT) prior to the deadline for queries. IDA Ireland may issue an updated version of the Framework Agreement and/or Contract to all Tenderers to reflect any updated position arising from any such queries (but for the avoidance of doubt IDA Ireland is not obliged to make any amendments to the Framework Agreement or Contract arising from such queries).

For the avoidance of doubt IDA Ireland will not be in a position to subsequently discuss any proposed amendments during the tender evaluation process and/or at Framework/Contract award stage.

IDA Ireland will consider the Successful Tenderers to be the prime contractors and the sole point of contact with regard to contractual matters. The Successful Tenderers will assume sole responsibility for the delivery of the Services offered in its Tender whether or not withstanding any sub-contracting. No contractual agreement will come into existence until the Framework Agreement, incorporating the terms and conditions of this RFT and its Schedules and/or Appendices, have been duly executed by IDA Ireland and the Successful Tenderers and exchanged.

1.6 Operation of the Framework

IDA Ireland intends to use the Framework for the procurement of services (hereinafter referred to collectively as the **"Services"**).

A Contract for the Services (the **"Services Contract"** or **"Contract"**) will be awarded directly on foot of the original Tender and the Framework Agreement terms and conditions for a duration of **two (2) years** (the **"Initial Services Contract Term"**).

IDA Ireland reserves the right to extend the Initial Services Contract Term for a period or periods of **one (1) year** (each the **"Extended Services Contract Term"**) up to a maximum duration of **three (3) years** on the same terms and conditions. The Initial Services Contract Term and the Extended Services Contract Term(s) shall together constitute the **"Services Contract Term"**.

Please note that additional services within the scope of the Framework Agreement in relation to **PR Agency Services** may be required over the Framework Agreement Term the delivery of which may be requested via the call-off mechanism outlined the Framework Agreement and Contract Terms and Conditions furnished at Appendix 3 to this RFT. Should an agreement for the provision of additional services be reached, each of these shall be referred to as a **"Call-Off Contract"** and shall be in the form of the template provided at Appendix 3.

IDA Ireland reserves the right to go outside of the Framework for the procurement of any of the Services including any additional services without reference to the Framework supplier.

For the avoidance of doubt, IDA Ireland confirms that the period of any Contracts awarded under the Framework may extend beyond the date of expiry of the Framework Agreement.

1.7 Award to Runner Up

If, for any reason, it is not possible to award the Framework Agreement to the designated Successful Tenderer emerging from this Competition, IDA Ireland reserves the right to (but is not obliged to) award the Framework Agreement to the next highest scoring Tenderer at any time during the Tender Validity Period. This shall be without prejudice to the right of IDA Ireland to cancel this Competition and/or to initiate a new procurement process at its sole discretion.

If, having awarded the Framework Agreement, the successful Tenderer cannot, for whatever reason, deliver the Services to the satisfaction of IDA Ireland, IDA Ireland reserves the right to terminate the Framework Agreement and to (but is not obliged to) award the Framework Agreement to the next highest-ranked Tenderer at any time during the Tender Validity Period. This shall be without prejudice to the right of IDA Ireland to cancel the Competition and/or to initiate a new contract award procedure at its sole discretion.

1.8 Confidentiality

The distribution of the Tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the Tender process, and their participation in same, as **private, and confidential**. Tenderers must not disclose any information about the Tender process to anyone other than those who have a legitimate need to know for the purpose of tendering or as required by law.

1.9 SMEs

IDA Ireland seeks to encourage participation on a fair and equal basis by Small and Medium Enterprises (“SME”s) in this Competition. SMEs that believe the scope of this Competition is beyond their technical or business capacity are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises. Through such relationships they can participate and contribute to the successful implementation of any Framework Agreement that may result from this Competition and therefore increase their social and economic benefits.

Larger enterprises are also encouraged to consider the practical ways that SMEs can be included in their proposals to maximise the social and economic benefits of any Framework Agreement that may result from this Competition.

2 INSTRUCTIONS TO TENDERERS

2.1 The Tenderer

Tenders may be submitted by an individual, a single entity, or a consortium or grouping of persons (however constituted). For the purposes of this RFT, a Tenderer is an economic operator who has expressed an interest in participating in this competition, and may include without limitation any of the following (each referred to as the “**Tenderer**”):

- (a) individual candidate who is a natural person or a sole trader or single legal entity;
- (b) a corporate entity, a joint venture, or a partnership;
- (c) a consortium or group of members whether incorporated or unincorporated, including without limitation where a group proposes to contract whether through:
 - (i) a special purpose vehicle (SPV); or
 - (ii) one or more members of the consortium or grouping acting as lead member; or
 - (iii) a consortium where one or more members are also acting as sub-contractors; or
 - (iv) a group of persons consisting of a prime contractor and one or more persons or entities acting as sub-contractors where the Tenderer is the prime contractor;
 - (v) or an unincorporated grouping of two or more persons.

Tenderers should also refer to Section 5.1 regarding consortium bidding.

2.2 Sub-contracting

Tenderers should make it clear from their submissions, refer to Part 1 of the Tender Response Document, which entities they are proposing to act as sub-contractor(s) and if sub-contractors are also proposed as members of a consortium.

The Framework Agreement does not allow for the entire obligations of the Contractor to be sub-contracted and sub-contracting under the Framework Agreement is at the sole discretion of IDA Ireland who may withhold its consent.

Where there is any change or proposed change in the details concerning any sub-contractor or sub-contracting arrangements that has been notified to IDA Ireland by the Tenderer, such a change must be notified in writing to IDA Ireland.

2.3 Reliance on Resources (not used)

2.4 Completion of Tenders

Tenderers are required to complete and submit the following documents as part of their Tender:

- (i) **Tender Response Document** attached as Appendix 1 to this RFT;

Tenderers are required to complete and submit the Tender Response Document to provide all details which they consider necessary to provide a sufficient response to each Part of the Tender Response Document.

(ii) Form of Tender (Pricing Response Proposal) attached as Appendix 2 to this RFT;

Tenderers are required to complete, sign, and return the Form of Tender as set out. Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the Tender.

THESE DOCUMENTS MUST BE SUBMITTED AS SEPARATE DOCUMENTS.

Please note that the following documents should be considered in Tender preparation but **do not** need to be submitted as part of your Tender:

- (i) An executed version of the Terms and Conditions attached to this RFT as Appendix 3 will only be required from Successful Tenderers at contract signing stage. However, this document should be reviewed carefully to ensure that the Tenderer can meet the stated Terms and Conditions (if awarded the Framework Agreement) and that the Tenderer is prepared in accordance with same. See Section 1.5 for more information on the Framework Agreement;
- (ii) An executed version of the Confidentiality Agreement attached to this RFT as Appendix 4 will only be required from Successful Tenderers at contract signing stage. However, this document should be reviewed carefully to ensure that the Tenderer can meet the stated Confidentiality Agreement (if awarded the Framework Agreement) and that the Tenderer is prepared in accordance with the same.
- (iii) The Data Protection Notice attached to this RFT as Appendix 5.

Tenderers should present their completed Tender Response Document, Form of Tender and Tenderers Statement as set out therein.

Tenderers are not permitted to make any alteration whatsoever to the Tender Response Document, Form of Tender and Tenderers Statement other than filling in the required information.

All documents requiring a signature must be signed by an authorised signatory of the Tenderer. The fully completed documentations should be clearly marked with the tender title and with the Tenderers Name. All submission documents must be in word/excel/PDF portable document format. The Tender Response Document as submitted, must identify clearly where text should be supported by additional information in the form of, for example, organisational chart, detailed work programme, curriculum vitae(s).

2.5 Tender Submission

Completed tender responses including the fully completed Tender Response Document, Form of Tender including the Tenderers Statement and all relevant accompanying documentation relating to it must be uploaded in response to this RFT on <http://www.etenders.gov.ie> not later than **1200 (Midday) Irish Time on 14th September 2026**

If a tenderer is having any difficulty in registering on eTenders or using the platform please contact IDA Ireland Procurement at procurement.ida@ida.ie for support.

IDA Ireland, at its absolute discretion, may extend the Tender submission Deadline. Any extension will be notified via eTenders before the original Tender submission deadline.

The onus is on Tenderers to ensure that their completed Tender Response Document, any associated documents relating to it, the Form of Tender and Tenderers Statement, reach the eTenders post-box on time. It is not advisable to wait until the last moment to upload documents and Tenderers should allow enough time to complete the uploading process to eTenders. Tenderers should also note that after the deadline for Tender submissions has passed the uploading facility will be removed by eTenders. If you experience any technical difficulties in accessing or uploading documents to the eTenders platform, please contact the eTenders helpdesk directly at +353 818001459.

IDA Ireland accepts no responsibility regarding the eTenders website. IDA Ireland is not responsible for corruption in documents. Tenderers must ensure that the documents are not corrupted and are in a readable format. **Documents must not be imbedded.**

2.6 Tender Validity Period

Tenderers are required to keep their Tenders open for acceptance for a period of six (6) months from the Tender deadline. IDA Ireland may request Tenderers to extend their Tender Validity Period where this is considered necessary.

2.7 Queries and Clarifications

Tenderers may not address queries to, or communicate with, IDA Ireland in relation to this competition, other than in the manner provided for in this Section 2.7.

Where the Tenderer has any queries or observations regarding the meaning of any requirement or any other aspect of this RFT, the Tenderer must submit such queries via the eTenders portal **ONLY** no later than **Friday, 28 August 2026 at 12.00 hours Irish Time.**

IDA Ireland, in its sole discretion, may reply to queries received after that date. IDA Ireland will endeavour to respond to reasonable queries but does not undertake to respond to all queries received. IDA Ireland does not propose to respond to queries seeking interpretation of this RFT.

Queries may only be submitted via the messaging functionality in eTenders. All responses to queries will be issued by IDA Ireland via the messaging facility on **eTenders**. Where appropriate, queries may

be amalgamated.

If a Tenderer believes a query and/or its response is confidential or commercially sensitive, it must mark the query as “confidential” or “commercially sensitive”. If IDA Ireland, at its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and the responses will be kept confidential (subject to IDA Ireland’s obligations under law).

If IDA Ireland is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer accordingly and require the Tenderer to either withdraw the query or to raise any objection within three (3) calendar days of such notification and to state the grounds for its objection.

If the Tenderer does not withdraw the query or raise any objection within the specified period, or IDA Ireland is of the opinion that, notwithstanding the objection of the Tenderer or the withdrawal of the query, the query is not confidential or commercially sensitive, IDA Ireland may issue the query and its response to all Tenderers.

Tenderers should not contact IDA Ireland directly regarding any aspect of this Competition unless it concerns support with registering on or submitting a tender via eTenders, it is your first time doing so and you are an SME based in the USA. In such a case please contact Procurement.ida@ida.ie in first instance.

Query Process for Framework Agreement Terms and Conditions

It is intended that the Terms and Conditions set out in Appendix 3 will be finalised (with minor amendments, if necessary) during the Query process set out above and responses to such queries will be broadcast on eTenders to all tendering parties.

To this end, any issue which a Tenderer may have with the Terms and Conditions must be raised by way of the tender query process set out above. Any proposed amendment should be described in clear detail. It will be at IDA Ireland’s sole discretion to modify the Framework and Contract Terms and Conditions.

For the avoidance of doubt IDA Ireland will not be in a position to subsequently discuss any proposed amendments during the tender evaluation process and/or at Framework / Contract award stage.

2.8 Form of Tender (Pricing)

Cost details must be submitted in the format shown in the Form of Tender at Appendix 2 only. Payment for services supplied will be in accordance with clause 3 of the Contract Terms and Conditions. All prices tendered must be all-inclusive (i.e., including but not being limited to all costs/expenses/indexation) unless otherwise stated in the Form of Tender, be expressed in US dollars (\$) only and exclusive of any applicable taxes, **expressed as a Monthly Fee for services.**

Where applicable any currency variations occurring over the term of the Contract shall be borne by the Tenderer.

2.9 Presentations

IDA Ireland reserves the right to invite some or all of the Tenderers to present their Tenders at a virtual meeting with IDA Ireland at a time to be arranged by IDA Ireland likely to be in **October 2026**.

Unless IDA Ireland decides not to conduct such presentations, all marks remain provisional until the presentations have been conducted.

Tenderers should note that they have no guarantee of being invited to present. Tenderers should therefore ensure that they are satisfied with the content of their written Tender and should not assume that they will be afforded an opportunity to make a presentation.

The presentation will focus on verification of the details provided in the Tender. Verification will be sought by means of detailed exploratory questions related to the information provided.

Additional marks will **NOT** be awarded for the presentation. However, the presentation may be used to moderate the provisional marks awarded initially in respect of the Tender. For example, the provisional marks may be adjusted downwards in the event that the presentation fails to demonstrate the information set out in the Tender to the satisfaction of IDA Ireland. Similarly, the provisional marks may be adjusted upwards in the event that the presentation has clarified and clearly demonstrated the information set out in the Tender to allay any concerns that IDA Ireland may have had in this regard.

The person(s) presenting must be person(s) proposed to work on the IDA Ireland account, if successful.

Tenderers should note that no additional material or documents can be given to IDA Ireland at the presentation.

Full details of any arrangements will be provided prior to the date of the presentation (if any). All costs and expenses associated with such presentations shall be borne by the Tenderer. Failure to attend the presentation at the specified time may result in the elimination of the Tender, however IDA Ireland reserves the right to facilitate a reschedule sought by a Tenderer, at its absolute discretion.

The scores will be finalised following the presentations.

IDA Ireland will not provide verbal feedback to the Tenderer or to the presenters during or following the presentation.

3 SPECIFICATION OF REQUIREMENTS

The requirements contained in the following sections are based on IDA Ireland's current requirements which are indicative only, are not exhaustive and are subject to change in line with the business needs and ongoing operational requirements of IDA Ireland over the term of the Framework Agreement.

3.1 Background

IDA Ireland's Global Communications team works to showcase Ireland as an investment location based on a blend of a talented skills pool, a long standing FDI track record and pro-business policies. Ireland also benefits from its ease of doing business, a strong third level education sector and access to the European market (the biggest in the world in GDP terms). To this end, the Communications Team is seeking to appoint an in-market public relations firm, to support the amplification of messaging to US West Coast companies, with a view to attracting further FDI from this market.

In 2025, IDA Ireland unveiled its new five-year strategy, [*Adapt Intelligent!: A Strategy for Sustainable Growth and Innovation 2025-29*](#), building on its previous success in helping to transform the Irish economy. The strategy has been developed from a position of strength evidenced by the significant economic impact delivered to Ireland and the global economy through the investments from IDA Ireland's client base.

The FDI sector, established and embedded in Ireland, is a national asset which has been transformative for the Irish economy and the people of Ireland, accounting for 11% of total national employment and expenditure of over €38bn in the Irish economy annually. Ireland is viewed internationally as a centre for value and knowledge creation, exporting over €420bn in goods and services globally on an annual basis.

The new strategy, which is aligned with the Programme for Government and the White Paper on Enterprise, sets out IDA Ireland's ambition for continued growth through four key strategic objectives;

- Strengthen long term investment
- Scale cutting-edge innovation
- Drive sustainable change
- Maximise regional opportunities

While recognising the challenges ahead for FDI investment including increased competition, geopolitical uncertainty, and rapid technological change, IDA Ireland has identified four key growth drivers – digitalisation and AI; semiconductors; health; and sustainability - which will lead to a range of intersecting and connected opportunities across IDA Ireland's core sectors of focus – Life Sciences, International Financial Services (IFS), High Value Manufacturing, Engineering, and Technology and Content & Consumer Services.

IDA Ireland in the United States

IDA Ireland has offices throughout the US, in Atlanta, Texas, Boston, Chicago Office, New York and two offices in the US West Coast territory, Palo Alto in Northern California and Irvine in Southern California.

IDA Ireland currently engages the services Berlin Media Relations to deliver PR services across its East Coast territory.

US Investment

Ireland has been a bridge to Europe for US Companies for over seventy years. The United States continues to be Ireland's largest source of foreign direct investment (FDI) - more than 900 US companies currently operate in Ireland, directly employing 209,000 people - whilst Ireland is among the top 10 largest sources of foreign direct investment (FDI) in the US where Irish companies employ more than 110,000 people across every state in North America.

Many US companies leverage Ireland as an entry point to the EU, the world's largest single market. In Ireland they gain access to a young highly skilled, English speaking, flexible work force that shares many cultural and historic ties with the US. Ireland's attributes include ease of doing business, political stability, a common law legal system, a dynamic R&D ecosystem and an attractive transparent and stable tax regime. Ireland offers US companies, those involved in regulated industries such as pharmaceuticals, medical devices and financial services, access to the European regulatory system.

On average, 3 -4 companies headquartered on the US West Coast invest in Ireland every month between 2024 and 2025.

San Francisco Bay Area Investment in Ireland

San Francisco Bay Area companies have a particularly strong presence in Ireland, with major operations from companies including Airbnb, Alphabet/Google, Applied Materials, Autodesk, Cadence, Cisco, DocuSign, Dropbox, eBay, Fidelity, Fitbit, Gilead, GoFundMe, Hewlett Packard Enterprise, Indeed, Intel, LinkedIn, Meta (Facebook), Oracle, PayPal, Salesforce, Slack, Stripe, Twilio, Uber, Udemy, Broadcom, Wells Fargo, Workday and Zendesk. For many of these companies, Ireland serves as their European headquarters.

3.2 Core Requirements

IDA Ireland is seeking the services of a US PR Agency based on the West Coast of America, to help position Ireland as the leading European location for global companies looking to establish or grow their business internationally.

The core focus of the contracted work would be media relations, ensuring that IDA Ireland's brand and Ireland's business proposition generally, achieves a prominent presence across West Coast media print and digital channels. The primary focus will be on positioning within the technology sector, as well as life sciences (medical technologies and biopharma), financial services and others. IDA Ireland is keen to partner with an agency that can provide occasional media exposure/coverage beyond the Bay Area and along the West Coast in places such as Portland, Utah and Seattle.

IDA Ireland will seek support from its pr agency to leverage speaking opportunities and deliver media outreach activity around key sectoral/trade events as well as providing media outreach support for visiting IDA Ireland Executives and government Ministers. It is important that the pr agency team can be on site to support IDA Ireland at these events and media engagements.

The target audience for these communication activities are C-suite executives (leading decision makers) primarily at leading tech and life sciences firms across the West Coast as well as those leading

fast-growth emerging companies, many of which come from the unique 'Valley' ecosystem and general Bay Area. For this reason it is a requirement that tenderers must have at least one reference client from the Technology Sector.

Media channels

IDA Ireland wishes to maximise local West Coast and sectoral media coverage that promotes Ireland as a business location. Led by the PR Agency, this will be achieved through targeted press outreach and arranged media interviews for IDA Ireland executives. The PR agency will be expected to demonstrate strong knowledge of both established and emerging media channels and will be well networked across key media channels. Top tier print and newspaper outlets, local business press, journals, specialist blogs and websites, vertical press, broadcast radio and television, podcasts and independent publishing platforms. press and independent publishing platforms are expected to play a central role in this communications activity.

Examples of target media outlets may include, but are not limited to: The Economist, Axios, Silicon Valley Business Journal, The Wall Street Journal, The San Francisco Chronicle, Bloomberg Businessweek, San Francisco Business Times, Forbes, TechCrunch, Fast Company, VentureBeat, Inc., CBS, CNN, KTVU, Bloomberg West, Associated Press and NPR.

Scope of Services Required

- Development of a comprehensive earned media strategy tailored to IDA Ireland strategic goals.
- Media landscape intelligence - identification and targeting of key media outlets and influencers within IDA Ireland vertical industry practice groups.
- Crafting and pitching of newsworthy stories, press releases, and thought leadership articles to secure coverage in print, broadcast, and online media.
- Media relations management, including spokesperson prep, follow-ups and relationship building with journalists and editors on behalf of IDA Ireland.
- Monitoring and reporting on media coverage with detailed analysis of the impact on brand visibility and reputation.
- Creation of high-quality, engaging content such as bylines, executive Q & A's and case studies that resonates with business and trade media and supports the earned media efforts.
- Development of a content calendar that aligns with IDA Ireland special events such as St. Patrick's holiday, trade shows, marketing initiatives and industry events.
- Management of content distribution across appropriate channels to maximize reach and impact.

Services/Specifications:

- Managing day-to-day media relations to ensure that IDA Ireland, and Ireland's business proposition is amplified in key US media and across key vertical sectors on the US West Coast.
- Weekly calls with the Dublin based Communications team to manage media activities and bi-monthly calls with the Executive President of IDA Ireland's West Coast office and the Communications team in Dublin. Minutes of these meetings will be provided promptly by the agency.
- Deliver up to 10/12 sit-down interviews/briefings organised with West Coast media per year. (These could be individual one-on-one briefings with journalists or with a groups of journalists).
- 10-12 articles/features/news stories/broadcast/podcast pieces with Ireland as a business location as their central focus in the West Coast media. (This can include West Coast-based radio or television interviews or vertical media pieces).
- Public relations support for any government visits (possibly one or two visits per year) to the Bay Area/Silicon Valley per year.
- Issuing 4/5 press releases to West Coast media per year
- The organisation of 2-3 outreach efforts to business media in West Coast cities outside California. This would involve the setting up and pre-briefing of press and local media for IDA representatives.
- Development of a content calendar that aligns with IDA Ireland special events such World Economic Forum in Davos; St. Patrick Day holiday; strategic trade shows, marketing initiatives and industry events.
- Development and management of content distribution across appropriate channels to maximize reach and impact.
- Implement a program that targets west coast tech influencers and looks to secure interviews with influencers, on their podcast, LinkedIn, YouTube and other social media channels
- Identify speaking opportunities for IDA Executives that align with strategic objectives and help position IDA Ireland as a thought leader in key priority sectors.
- Secure media opportunities for IDA Ireland's CEO and other senior executives travelling to the US and to develop and secure media opportunities for US based IDA Ireland spokespeople.
- The successful PR Agency will also be required to support IDA Ireland 's social media team based in Dublin.
- Provide media outreach support at scheduled IDA Ireland events taking place on the West Coast.

3.3 Account Management

IDA Ireland expects appropriate account management and reporting to include but not limited to:

- Establishment of KPIs for earned media and content creation efforts.
- Monthly reporting on campaign performance, insights, and recommendations for optimization.
- Six-month analysis of PR activities, their ROI and contribution to overall marketing and communications goals.

A Service Level Agreement may be drawn up with the Successful Tenderer detailing all the service aspects required for the operation of the contract. This agreement will be based on IDA Ireland Terms and Conditions and the successful tender proposal.

Monitoring of this work programme will consist of reviews carried out every six-months over the term of the Framework Agreement. The Successful Tenderer is also expected to furnish IDA, on a six-month basis, a tracking report showing key metrics of how the programme is performing.

3.4 Data Protection

IDA Ireland requires that all data must be stored, hosted, processed, and remain at all times within the EEA for the duration of the contract with no non-EEA data transfers, including backups, failover, recovery, replication of data, test systems etc.

It will be a condition of any Contract award arising out of this Competition that the Successful Tenderer shall for the Contract term, comply with all EU applicable requirements of the Data Protection Laws and shall not transfer Personal Data to a recipient outside the European Economic Area (EEA), without IDA Ireland's prior written consent. **NB this consent will be granted by IDA to the successful tenderer given the nature of this contract is for services to be delivered within the USA.**

Where, if and to the extent that, the transfer of data outside of the EEA, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union (a "Third Country"), is required under the Contract the successful tenderer will be required to ensure that appropriate measures are in place to comply with their obligations under applicable law governing such transfers, which may include entering into a contract governing the transfer which contains the 'standard contractual clauses' approved for this purpose by the European Commission.

3.5 Contract Management

The successful tenderer shall provide all of the Services required and manage the Contract in an effective, efficient, and responsible manner. Tenderers should outline, in detail, their ability to meet these requirements and their holistic approach to management of the Contract.

Good account management is a key element of the service being provided and IDA Ireland require proactive account management with an emphasis on communications and reporting.

An essential element of the Services will be regular consultation with IDA Ireland. Tenderers must therefore nominate as part of their tender submission, a dedicated Account Manager who will, if the Tenderer is successful, act as the primary contact person to IDA Ireland and who will have the necessary authority to take decisions and deal directly with all matters relating to the Contract and responsibility for ensuring the delivery of the Services under the Contract. The duties of the contract manager will include, but not be limited to:

- Overall responsibility for a good working relationship with IDA Ireland;
- Provide regular reports on performance as agreed with IDA Ireland;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Proactively discuss with IDA Ireland ways of improving efficiency regarding service delivery in general.

Tenderers must also nominate a Deputy Account Manager to ensure that IDA Ireland have a point of contact at all times so that issues may be resolved quickly and effectively.

Tenderers proposals should clearly show the structure that will be applied to manage and supervise the contract, including names and details of key personnel, where they fit in to the overall organisational structure and evidence of their technical qualifications, skills, and competence relevant to the delivery of the Services required.

Supplier performance will be continually monitored over the term of the Framework Agreement. Monitoring of the Framework Agreement and Contract will consist of regular performance reviews. The final format will be agreed between IDA Ireland and the Successful Tenderer. Quality of service and response time will be the main criteria for measuring performance.

3.6 Additional Requirements

Please note that additional services within the scope of the Framework Agreement relating to **PR Agency Services** may be required over the Framework Agreement Term the delivery of which may be requested via the call-off mechanism outlined the Framework Agreement furnished at Appendix 3 to this RFT.

4 TENDER EVALUATION

Tenders will be evaluated in accordance with the Selection Criteria and Award Criteria specified in this RFT.

IDA Ireland will evaluate Tenders in three phases as set out below:

- Completeness/compliance check.
- Evaluation of selection criteria; and
- Evaluation of award criteria.

4.1 Completeness and Compliance

In the first instance, Tenders will be subject to a check for completeness in accordance with Section 2.4 to ensure that all Tenderers have provided a complete and compliant response to all questions and requirements contained in this RFT and have submitted all necessary supporting documentation, where required.

If a Tenderer fails to comply in any respect with the requirements of this RFT, IDA Ireland reserves the right to reject the Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in IDA Ireland's view, is non-material or procedural

However, notwithstanding anything to the contrary in this part 4, 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 of Personal Circumstances in the form set out in the Tender Response Document;
- (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;
- (iii) In the cost of the Prime Contractor and any Subcontractor on whose capacity the Prime Contractor relies, all or any of the supporting documents specified at paragraph 3.2 below;
- (iv) Information concerning the Tenderer, and any proposed subcontractors, for the purposes of Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the legal person is established; and

- (v) Information concerning the origin of goods, if any, for the purposes of assessing compliance with Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

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 RFT and (ii) the absence of Exclusion Grounds, or its reliability despite the existence of a relevant Exclusion Ground and (iii) that it does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576) and (iv) that the origin of goods, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same) then 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 RFT 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 and (iii) that any proposed Subcontractor on whose capacity the Tenderer relies (where the value of the subcontract exceeds 10% of the value of the Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576) then, it shall be excluded from further participation in this Competition *unless* it replaces the Subcontractor with one which meets all relevant requirements of this RFT.

4.2 Selection Criteria

Only those Tenderers who have submitted a compliant Tender pursuant to paragraph 4.1 will be evaluated in accordance with the Selection Criteria set out in this part 4.2. Tenderers will either pass OR fail each of the Selection Criteria. **A Tenderer who fails any of the Selection Criteria will be eliminated from the Competition and will not be assessed further.**

Tenderers should note that:

- (i) For the purpose of responding to this RFT, it shall suffice for the Tenderer to complete and submit the Self Declaration set out in Part 2 of the Tender Response Document in respect of the following Selection Criteria only:

1. Economic and Financial Standing

For the avoidance of doubt, Tenderers may not simply respond to **Selection Criterion Technical and Professional Ability** by way of Self Declaration. A full response is required to be provided in the Tender Response Document.

- (ii) Tenderers, upon request, must promptly provide IDA Ireland with evidence of turnover (e.g., an extract from its audited accounts), together with any additional information that IDA Ireland may request for the purposes of assessing whether the Tenderer meets the stated minimum requirement. The information provided must be representative and accurate as at the date of submission of its Tender to IDA Ireland.

- (iii) Where, the Tenderer is relying on another entity to which it is directly or indirectly linked, whatever the legal nature of those links may be (including, but not limited to, for example, reliance on a parent company's resources) to meet the minimum turnover requirements, the evidence required must also be provided in respect of such parent company or other entity promptly upon request by IDA Ireland.

For the purposes of responding to this RFT, it shall suffice for the Tenderer to declare, by way of the Self Declaration in Part 2.1 of the Tender Response Document, that it can meet the requirements under the Selection Criteria **Economic and Financial Standing**. Tenderers must submit completed and signed Self Declaration in accordance with Part 2.1 of the Tender Response Document. IDA Ireland reserves the right to seek evidence substantiating such declarations at any time.

Tenderers should note that IDA Ireland reserves the right to seek evidence substantiating the declarations made in the Self Declarations at any time. If a Tenderer fails to produce the evidence within seven calendar days from the date of IDA Ireland's request for such evidence (or such other period as IDA Ireland may indicate), IDA Ireland reserves the right to take such steps as it deems appropriate. Where a Successful Tenderer has been requested to provide evidence and fails to do so within the relevant period, IDA Ireland reserves the right to award the Framework Agreement to the next highest ranked Tenderer.

1. Economic and Financial Standing

Tenderers will either pass OR fail each of the following Selection Criteria.

1.A Turnover

Tenderers must have achieved an annual turnover of at least **seven hundred thousand dollars US\$700,000** in three of the last four financial years.

1.B Insurance

The Successful Tenderer will be required, at a minimum to take out and maintain at its sole cost and expense for the duration of the Framework Agreement Term the insurance levels stated in the table below:

Insurance Type	Level Required
Employer's Liability	Thirteen million euro (€13,000,000) or foreign equivalent
Public and Products Liability	Six million five hundred thousand euro (€6,500,000) or foreign equivalent
Professional Indemnity	Five million euro (€5,000,000) or foreign equivalent
Cyber Insurance	Five million euro (€5,000,000) or foreign equivalent

If the Successful Tenderer is a consortium, each member must meet each of the above requirements or, alternatively, be covered by the insurance of another member if it does not meet a particular requirement.

Prior to the execution of any Framework Agreement with IDA Ireland and at any time thereafter if requested by IDA Ireland, certificates of insurance or certified copies of all policies certifying that all insurances are in force for the periods specified will be required from the Successful Tenderer.

1.C Tax Clearance

It will be a condition of any contract award arising out of this Competition that the Successful Tenderer shall for the Framework Agreement Term, comply with all EU and domestic tax laws. The Successful Tenderer shall produce prior to Framework Agreement award evidence of their tax clearance status.

For the purposes of responding to this RFT, it shall suffice for the Tenderer to declare by way of the Self Declaration in Part 2.1.3 of the Tender Response Document that they can meet the above requirement. By supplying their Tax Clearance Access Number and Tax Reference Number to facilitate on-line verification through the Revenue Online Service (ROS) Website www.revenue.ie tenderers acknowledge and agree that IDA Ireland has the permission of the Tenderer to verify its tax cleared position online.

In the case of a non-resident Tenderer, a statement from the Revenue Commissioners confirming suitability on tax grounds may be supplied as an alternative to the Tax Clearance Access Number and Tax Reference Number.

Non-Resident applicants who have neither an Irish tax registration nor a permanent established (PE) place of business in the State can download the TC1 - Application for Tax Clearance Certificate form (PDF, 142KB). Completed forms should be forwarded to Non-Residents Unit, Collector-General's Office, Sarsfield House, Francis Street, Limerick or by e-mail to nonrestaxclearance@revenue.ie

Tenderers will be given seven (7) calendar days (or such other period as IDA Ireland may indicate) to produce the relevant information. If a Tenderer fails to produce the information within the required period, IDA Ireland reserves the right to (but is not obliged to) award the Contract to the next highest ranked Tenderer.

2. Declaration of Personal Circumstances of the Tenderer

Tenderers must complete and sign the Declaration of Personal Circumstances of the Tenderer in Part 2.2 of the Tender Response Document. Failure to sign the Declaration of Personal Circumstances of the Tenderer, or to complete it in the required format, will result in rejection of the tender.

3. Technical and Professional Ability

A Tenderer's Technical and Professional Ability will be assessed in terms of:

3.A Experience of Previous Contracts

Using the template table included in the Tender Response Document, Tenderers must provide the information specified in respect of **three (3)** reference contracts that have been successfully performed by the Tenderer within the last **three (3) years** (being the 3 years immediately prior to the tender submission deadline).

The example contracts must:

- be similar in scope, nature, scale, complexity, and relevance to the Services sought under this Competition. Specifically, a similar contract means a contract that relates to the provision of **PR Agency Services and in particular PR Agency Services US West Coast**;
- have delivered all of the same requirements as the requirements set out in Section 3 of this RFT;

Tenderers must ensure they provide sufficient information to allow IDA Ireland to judge the similarity of the contract(s) to the tender requirements.

References

Tenderers must provide **three (3)** satisfactory customer reference confirming the information provided in response to paragraph 3.A above. Using the template table included in the Tender Response Document, Tenderers must indicate consent to allow IDA Ireland to contact the nominated referees without further notice being given to the Tenderer. Referees may be required to confirm that the information submitted by the Tenderer in response to paragraph 3.A above is true, accurate and not misleading in any way. Failure to provide the required documentation may result in the Tenderer being eliminated from the Competition. Tenderers must provide the supporting documentation specified above without delay when requested by IDA Ireland.

Tenderers should not submit more than three (3) contract examples and not more than three (3) references in response to this criterion. If any response to this criterion consists of more than three (3) contracts or three (3) references, then IDA Ireland will review the first three (3) only and will disregard subsequent contracts and references. **NB at least one reference must be from a Technology Services Sector Client.**

Tenderers may be required to provide to IDA Ireland any additional information that IDA Ireland may request for the purposes of verifying the validity of the information provided in respect of 3.A and 3.B above. Tenderers shall produce this information within seven calendar days (or such other period as may be specified by IDA Ireland) of IDA Ireland's request for same.

4.3 Reliance on Other Entities

Where in order to meet the Selection Criteria, a Tenderer relies on the resources or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, but not limited to reliance on a parent company's resources), it must provide evidence that it has available to it the resources of those entities or undertakings which are necessary for the performance of the Contract. For example, a written undertaking from such an entity confirming that it will provide the necessary support will suffice for the purposes of responding to this RFT. Where an entity is being relied upon to demonstrate educational and professional qualifications or professional experience, the Tenderer may only rely on the capacity of other entities where such entities will actually perform the Services for which those capacities are required. If sufficient evidence is not provided, IDA Ireland reserves the right to evaluate the Tenderer based on its own financial, economic, and technical standing.

A contractual commitment (for example a financial guarantee or resource availability commitment) may be required at contract execution stage from any such supporting entity.

4.4 Award Criteria

Only Tenders that are not eliminated on the basis of the Selection Criteria shall be evaluated in accordance with the Award Criteria set out in the table below in order to identify the Most Economically Advantageous Tender (**MEAT**).

Award Criteria	Weighting	Maximum Score Available	Minimum Score Required
A. Methodology for Delivery of the Service	35%	350	210
B. Quality and Relevant Experience of Proposed Resources	30%	300	180
C. Value Added & Sustainability	5%	50	n/a
D. Total Cost	30%	300	n/a
TOTAL	100%	1000	n/a

To avoid elimination, Tenders must achieve the above specified Minimum Score Required (60% of the Maximum Score Available) under each of criteria A and B (the “**Quality Criteria**”).

Tenders that fail to achieve the Minimum Score Required under the Quality Criteria will be eliminated from the Competition and such Tender may not be assessed further. For the avoidance of doubt, such Tender’s Total Cost will not be included in the calculation for the purpose of determining Total Cost scores.

Total Cost

Tenderers should note that:

- (i) Tenderers are not permitted to tender abnormally low or high rates or prices or amounts of any kind. If, in IDA Ireland’s opinion, having considered the information provided in the Form of Tender, any tendered amounts are deemed to be abnormally low or abnormally high, IDA Ireland may require the Tenderer to provide further details of the constituent elements of the Tender or any other information which IDA Ireland deems relevant. This may include (without limitation) the information listed in Regulation 69(2) of the European Union (Award of Public Authorities’ Contracts) Regulations 2016.
- (ii) Any failure to provide such information, where requested, may lead to the exclusion of the Tender from further consideration. If, having considered the information provided, IDA Ireland is of the view that the relevant tendered amounts are abnormally low or abnormally high, IDA Ireland may reject the Tender.

4.5 Pricing

Tenderers must complete the **Form of Tender at Appendix 2** as per the requirements set out therein. Failure to do so will automatically eliminate your submission from this Competition.

Tenderers must not change the format (excel) of the Form of Tender. Tenderers must submit a single Appendix 2 document as an excel document and **NO** other format (e.g., PDF) is acceptable.

The costs shown must be in US Dollars (\$), inclusive of all expenses, exclusive of all taxes and exclusive of any applicable taxes - per calendar month for the services as set out in Section 3.2 - Services Specification.

All prices quoted will be fixed during the Initial Framework Agreement Term as set out in Section 1.6 of the RFT. Costs may be increased or decreased only on the expiry of the Initial Framework Agreement Term (2 years) and thereafter on subsequent anniversaries of the date of expiry of the Initial Framework Agreement Term, and then only by the percentage (if any) in the relevant indices of the Irish Consumer Price Index, as determined by the Central Statistics Office in the twelve-month period immediately preceding that anniversary. If additional PR services outside of those set out in Section 3.2 are required these will be called off separately and priced in line with the agency discounted rate card submitted (see Appendix 2) .

4.6 Award Criteria Scoring Methodology

Quality Criteria – Responses under non-cost criteria will be evaluated based on their quality and merits and on a relative basis against other valid tenders received by reference to the bands listed below, then given a percentage score within the appropriate band. This percentage score will be applied to the maximum score available under the criterion to obtain the Tenderer's score for that criterion.

Band (% Range)	Meaning
(91% - 100%)	An excellent response that fully meets and exceeds the minimum requirements, demonstrates a thorough understanding of the criterion requirements and provides details of how the requirements will be satisfied to an excellent standard. The response provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
(80% - 90%)	A very good response that meets the minimum requirements and demonstrates real understanding of the criterion requirements and provides details on how the criterion requirements will be satisfied to a very good or high standard. The response provides detailed assurance that the Tenderer will deliver to a very good or high standard.
(60% - 79%)	A good/satisfactory response which demonstrates a reasonable understanding of the minimum requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
(30% - 59%)	A response where reservations exist. The response does not fully demonstrate an acceptable understanding of the criterion requirements or provide details on how the criterion requirements will be satisfied to an acceptable standard. Lack full credibility/convincing detail with a significant risk of non-delivery.
(1% - 29%)	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, or the response has fundamental flaws or is only

	partially relevant, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
(0%)	No response or partial response only and poor evidence in support of it. The response fails to satisfy the criterion requirements in very significant respects.

Total Cost – the lowest cost Tender (that has not been eliminated) shall be awarded the maximum score available under this criterion. The cost score of subsequent Tenders (which have not been eliminated) shall be calculated using the following formula:

$\frac{\text{The lowest cost Tender}}{\text{Cost of Tender being evaluated}} \times \frac{\text{Maximum Score}}{\text{Available}}$
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Tenderers should not assume that IDA Ireland or the evaluators are familiar with the Tenderer or their business and should note that responses to this RFT will be evaluated in their own right, based on the material submitted in the Tender response as may be clarified in accordance with this RFT. No unsolicited communications will be entertained during the evaluation period.

4.7 Award Decision

IDA Ireland's decision on the outcome of the tender evaluation process will be communicated to Tenderers in writing via email. No unsolicited communications from Tenderers will be entertained during the evaluation period.

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 ("**Standstill Period**") if such notice is sent electronically or sixteen (16) calendar days if sent by other means. The successful tenderer will be notified of the decision of IDA Ireland and of the expiry date of the Standstill Period.

Tenderers should note that IDA Ireland may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the successful tenderer (without prejudicing the legitimate commercial interests of the successful tenderer, or fair competition between economic operators) in respect of the award criterion assessed by IDA Ireland.

Following the award of contract, an award notice will be despatched to the Official Journal of the European Union announcing the results of the competition as required under European procurement rules.

CONDITIONS OF TENDERING

5.1 Consortium Bidding

Tenderers may be submitted by groups of undertakings (a consortium) or individually. In the case of a consortium, the Tender must be submitted as a single integrated Tender which will be evaluated and marked as a single Tender (subject to the requirements listed in this RFT requiring an entity being relied upon to supply certain information).

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Tender in response to this RFT, IDA Ireland will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Framework Agreement only (the “**Prime Contractor**”), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium members (the “**Subcontractor**”).

Any change in relation to the composition of a consortium or the identity of proposed sub-contractors or entities being relied upon must be notified to IDA Ireland as soon as possible. Tenderers should note that any such changes may result in disqualification of the relevant Tenderer.

IDA Ireland reserves the right, amongst other solutions, to contract with the Prime Tenderer as prime contractor to whom the other members will be sub-contractors (in which case collateral warranties may be required from any sub-contractor as notified to the Tenderer by IDA Ireland and award of the Framework Agreement will be conditional upon the provision of such warranties), or to require the Framework Agreement be entered into with each member of the group on the basis of joint and several liability.

IDA Ireland may require subcontractors to sign confidentiality agreements and where it considers it necessary share the existence and terms of any such signed confidentiality agreement with any third party to demonstrate to that third party that their confidential information is protected.

5.2 Environmental, Social and Labour Law

In the performance of the Services the Successful Tenderer including 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 Services are provided, that have been 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.

Tenderers may obtain information regarding their obligations concerning:

- Taxation from the Irish Revenue Commissioners (www.revenue.ie).
- Environmental protection from the Environmental Protection Agency (www.epa.ie).
- Employment protection and working conditions from the Department of Enterprise, Trade and Employment (www.enterprise.gov.ie) .

The Successful Tenderer shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the purposes of providing the Services sought under this Competition.

The Successful Tenderer shall comply with all relevant legislation pertaining to dignity at work. As a public body and employer IDA Ireland is committed to a policy of equality of opportunity for all personnel. Personnel with disabilities are offered the same access to training and services as other staff. The Tenderer must warrant that all measures taken in relation to delivery of the Framework Agreement ensure that personnel with disabilities are not inhibited from availing of such opportunities by problems of physical or sensory access to training, services, and relevant materials.

5.3 Publicity

No publicity regarding this Competition, the award of any Framework Agreement or the execution of the Framework Agreement is permitted unless and until IDA Ireland has given its prior written consent to the relevant communication.

5.4 Conflict of Interest

Any actual or potential conflict of interest involving a Tenderer (or Tenderers in the event of a consortium bid) must be fully disclosed to IDA Ireland as soon as it becomes apparent. Any registrable interest involving the Tenderer and IDA Ireland or employees of IDA Ireland or their relatives must be fully disclosed in the tender submission or should be communicated to IDA Ireland 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 and prior to the award of the Framework Agreement. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify a Tenderer or invalidate an award of the Framework Agreement or any Call-Off Contract(s), depending on when the conflict of interest comes to light.

5.5 Freedom of Information Act

IDA Ireland is subject to legislation governing access to information and cannot guarantee that any information provided by Tenderers, either in response to this Competition or in the course of any contract awarded as a result thereof, will not be released pursuant to IDA Ireland's obligations under law, including the legislation which established IDA Ireland, the Freedom of Information Act 2014, EU, and Irish Government Procurement Procedures or in response to questions, debates, or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Should any Tenderer consider that any information supplied by that Tenderer as part of this Competition is commercially sensitive, confidential, or otherwise exempt from disclosure under access to information legislation the Tenderer must, when providing this information, clearly identify the specific information it does not wish to be disclosed and clearly specify the reasons it believes the information is exempt from disclosure.

Tenderers must note that it is not sufficient to include a statement of confidentiality encompassing all the information provided in the Tender.

Tenderers should note that, on conclusion of any Contract, this Contract will be open to public examination to the extent required by the Freedom of Information Act, 2014 and any other applicable

law. IDA Ireland will use reasonable endeavours to consult with the Tenderer about sensitive information before making a decision on any request received.

IDA Ireland accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage or loss suffered as a direct or indirect result of such disclosure.

The requirements of the Freedom of Information Act, 2014 and any other applicable law will supersede the stated requirements of the parties.

5.6 Costs

Each Tenderer shall be liable for all of its own costs and expenses arising out of or in connection with this Competition. IDA Ireland has no obligation whatsoever to reimburse any Tenderer any costs or expenses incurred, or any liability incurred or any losses whatsoever in connection with or as a result of the participation of the Tenderer in this Competition, and whether or not the Competition results in the award of the Framework Agreement and whether or not IDA Ireland elects to terminate the whole or part of the Competition.

5.7 Canvassing

Canvassing or any effort by a Tenderer to influence any staff or agents of IDA Ireland in relation to any aspect of the Competition may result in disqualification from the Competition. Where a Tenderer has an existing relationship with IDA Ireland or its employees, the Tenderer is advised that any discussions, correspondence, or other influences on the Competition may be treated as canvassing.

5.8 Language

All correspondence or documentation submitted in response to or in relation to this RFT shall be in the English language. In circumstances where an original document which is to form part of the response or correspondence with IDA Ireland is not in the English language, Tenderers must provide an English translation certified as accurate by the translator, together with a copy of the original document.

5.9 Non-collusion

Any Tenderer who, in connection with the Competition:

- (a) fixes or adjusts the amount or the terms of its Tender by or in accordance with any contract or arrangement with any other Tenderer (other than a member of its own consortium); or
- (b) enters into any contract or arrangement with any other Tenderer that it shall refrain from tendering or as to the amount or terms of any Tender to be submitted; or
- (c) causes or induces any person to enter into such contract or arrangement as is mentioned in either sub-paragraph (a) or (b) above or informs any Tenderer of the amount or approximate amount or terms of any Tender for the Framework Agreement; or

(d) canvasses any of the other Tenderers in connection with the Tender; or

(e) offers or agrees to pay or give or does pay or give any sum of money, inducement, or valuable consideration directly or indirectly to any person for any information in connection with any rival Tender; or

(f) communicates to any person other than IDA Ireland the amount or approximate amount or terms of his proposed Tender (except where such disclosure is made in confidence and is necessary for the preparation of the Tender),

may be disqualified (without prejudice to any other civil remedies available to IDA Ireland and without prejudice to any criminal liability which such conduct may attract).

5.11 Data Protection

In the Procurement Documents, “Data Protection Law” 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 (**GDPR**), the Data Protection Acts, 1988 - 2018 and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time and the terms ‘personal data’, ‘process’, ‘controller’, ‘processor’ and ‘data subject’ shall have the meanings given to them under Data Protection Law.

Tenderers are referred to the Data Protection Notice set out in Appendix 5 in respect of information provided in response to this RFT.

Where, if and to the extent that, the transfer of data outside of the EEA, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union (a **“Third Country”**), is required under the Contract the successful tenderer will be required to ensure that appropriate measures are in place to comply with their obligations under applicable law governing such transfers, which may include entering into a contract governing the transfer which contains the ‘standard contractual clauses’ approved for this purpose by the European Commission.

5.12 Sufficiency and Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed 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 the Tender.

Tenderers are cautioned to check the accuracy of their Tender prior to submission. A Tender found containing any clerical errors or omissions may, at the sole discretion of IDA Ireland, be referred back to the Tenderer for correction. Any subsequent adjustment(s) must be confirmed in writing.

IDA Ireland reserves the right to disqualify incomplete Tenders. To assist in finalising the Tender evaluation, selected Tenderers may be invited to attend clarification meetings with IDA Ireland.

5.13 Tender Documents – Ambiguity, Discrepancy, Error, Omission

Tenderers shall immediately notify IDA Ireland should they become aware of any ambiguity, discrepancy, error, or omission in the Tender documents. IDA Ireland will, upon receipt of such notification, issue a clarification by in accordance with Section 2.7 of this RFT to all Tenderers in respect of any such ambiguity, discrepancy, error, or omission. Such clarification shall then form part of the Tender Documents.

5.15 Verification

IDA Ireland reserves the right to seek verification from any Tenderer, at any stage during the Competition, (including the RFT stage and Framework Agreement award stage) in relation to any item, data or information supplied or in relation to any item referred to in any of the Declarations to be completed and referred to in this RFT, and to seek verification of evidence of and/or to verify its compliance with the selection criteria set out in the RFT and seek supporting documents/references/clarifications.

If a Tenderer, at any stage during the competition, refuses to provide evidence which is considered by IDA Ireland to be sufficient to demonstrate:

- (a) compliance with the selection criteria; or
- (b) the Tenderer's reliability.

it shall be excluded from the Competition, and this shall include evidence required in relation to any member of a consortium or in relation to any entity on whom the Tenderer relies in order to fulfil any of the selection criteria.

IDA Ireland reserves the right to require the Tenderer to replace any entity who does not fulfil the selection criteria. Where a Tenderer is required to replace an entity and the replacement entity does not fulfil the selection criteria it may be excluded from the competition.

5.16 Currency and Payments

The currency and invoices in which all prices and rates shall be tendered, and which payments under the Framework Agreement will be paid, shall be in US Dollars (US\$). All prices and rates quoted should be exclusive of any applicable taxes.

A schedule of payments will be agreed with the Successful Tenderer. IDA Ireland operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by IDA Ireland is normally Electronic Funds Transfer.

5.17 Service Audit

IDA Ireland reserves the right to undertake an audit to validate and verify performance against the agreed Framework Agreement terms. This audit may be carried out by IDA Ireland or a third party on their behalf. In tendering, tenderers agree to facilitate such audits.

5.18 Tax Compliance

It will be a condition of award of the Framework Agreement that the Successful Tenderer is tax compliant, and this tax compliance status must be maintained throughout the lifetime of the Framework Agreement. IDA Ireland reserves the right to verify this tax compliance status at any time during the Framework Agreement Term.

5.19 Withholding Tax (not applicable to US Companies)

Where applicable, payments shall be subject to Irish 'Professional Services Withholding Tax' at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353-67-63400).

5.20 Sustainability

IDA Ireland is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers should make all reasonable efforts to minimise adverse environmental impact in the methods of service delivery and in materials used.

5.21 Clarification of Tenders

IDA Ireland is entitled, but not obliged, to seek clarification of Tenders in the course of the evaluation process. 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 IDA Ireland.

5.23 Copyright

IDA Ireland will have copyright ownership of any material developed for use by IDA Ireland under the terms of this Competition.

5.24 Irish Legislation and Law

Any Framework Agreement and Contract awarded on foot of this Competition will be governed by Irish law.

END OF DOCUMENT