



PRIVATE & CONFIDENTIAL

INSTRUCTIONS DOCUMENT

FOR

CALL FOR REQUESTS TO PARTICIPATE

FOR

EMAIL MARKETING INTEGRATION SERVICES

TOURISM IRELAND REFERENCE NUMBER: CEEM/CE/1002

CLOSING DAY: MONDAY

CLOSING DATE: 19TH APRIL 2010

CLOSING TIME: 3:00PM

DATED ISSUED: 12TH MARCH 2010

Please Return Requests to Participate in Hard Copy x 4 + 1 on USB Memory Stick to:

**Attn: Carly McCracken
Tender Ref: CEEM/CE/1002
Address: Tourism Ireland
Beresford House
2 Beresford Road
Coleraine
BT52 1GE
Northern Ireland**

1. INTRODUCTION AND CONTRACTING AUTHORITY

- 1.1. Tourism Ireland Limited (hereinafter referred to as "Tourism Ireland") established under the framework of the Belfast Agreement, is the all-Ireland marketing company set up to market the island of Ireland as a holiday destination to international markets. Tourism Ireland has two key goals – to increase tourism to the island of Ireland; and to support Northern Ireland to realise its tourism potential.
- 1.2. The Coleraine office of Tourism Ireland wishes to enter into a contract with a Supplier for Email Marketing Integration Services.
- 1.3. The appointment is being made by a process of competitive tender. This is Stage 1 of a two-stage restricted procedure tender process. The regulatory framework applicable to the tender process comprises Directive 2004/18/EC of the European Parliament and of the Council, on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts implemented into Irish law by European Communities (Award of Public Authorities Contracts) Regulations 2006. The tender process is being conducted in compliance with the legal framework established by this legislation.
- 1.4. Suitably qualified applicants are hereby invited to submit a Request to Participate. Following evaluation of qualifying Requests to Participate received, a minimum of five (or more) Applicants will be short-listed and invited to submit Tenders at Stage 2.

2. PROJECT DESCRIPTION

- 2.1. On 12th March 2010 Tourism Ireland published a Contract Notice on the Irish Government Portal, www.etenders.gov.ie and in the Official Journal of the European Union advertising this project.
- 2.2. Tourism Ireland Limited operates a central customer database (CEM system – Customer Engagement Marketing system), accessible and usable by central/market based teams as well as third party agencies and uses Microsoft CRM Dynamics v4.0. We seek a supplier to provide an email marketing tool which will seamlessly integrate with CEM (MSCRM). This will enable Tourism Ireland's staff, or its agencies to configure campaigns, select, use and re-use marketing lists, establish trigger events and record transactional data directly to/between CEM and the Email Marketing Tool. Current monthly volumes are in the region of approximately 1.7 million emails with the expectation that this will increase due to increasing volumes and increasing frequency of contact.
- 2.3. The Contract Period will be for 3 years subject to budget and annual performance review, and other factors. The contract may be extended annually for a further 3 years, subject to satisfactory performance, budget and other factors.
- 2.4. It is anticipated that work under the Contract will commence in September 2010.

3. REQUEST TO PARTICIPATE STRUCTURE AND LANGUAGE

- 3.1. Applicants are required to structure their Requests to Participate in the format set out in the Response Document attached at **Schedule 2**.
- 3.2. The Request to Participate and all accompanying documents are to be in the English language.

4. NUMBER OF COPIES

- 4.1. Please return the original signed Request to Participate plus three (3) copies (four (4) hard copies in total). Additionally, a soft copy on a USB memory stick is required.

5. SUBMISSION OF REQUESTS TO PARTICIPATE

- 5.1. Requests to Participate must be submitted in the format requested and delivered **no later than 3:00pm on Monday 19th April 2010** ('the Closing Deadline').
- 5.2. The Request to Participate must be parcelled, securely sealed and labelled and delivered to the following address:

Attn: Carly McCracken
Tender Ref: CEEM/CE/1002
Address: Tourism Ireland
Beresford House
2 Beresford Road
Coleraine
BT52 1GE
Northern Ireland

- 5.3. Late submissions will not be accepted.
- 5.4. It is the responsibility of each individual Applicant to ensure that its Request to Participate is delivered to Tourism Ireland by the Closing Deadline. Responsibility for proof of delivery to the correct location before the Closing Deadline rests with the Applicant.

6. QUERY PROCEDURE

- 6.1. Applicants may submit queries to Tourism Ireland in relation to the requirements of the Call for Requests to Participate. Any query in connection with the Call for Requests to Participate shall be submitted by e-mail no later than **11:00am, on [Wednesday 31st March 2010]** to:

Carly McCracken
Email: cmccracken@tourismireland.com
Subject Line: Email Marketing Integration Tender

- 6.2. On no account is the Applicant to contact or communicate with any other person in Tourism Ireland concerning this Call for Requests to Participate unless Tourism Ireland redirects the enquiry.
- 6.3. Tourism Ireland will endeavour to respond to all reasonable queries received on or before the date specified in Section 6.1 but does not undertake to respond to all queries received.
- 6.4. Subject to Section 6.5, the query and Tourism Ireland's response will, where appropriate, be communicated to all Applicants, without disclosing the name of the Applicant who initiated the query.
- 6.5. If an Applicant believes a query and/or its response relates to a confidential or commercially sensitive aspect of its Request to Participate, it must mark the query as "Confidential" and state the reason(s) why. If Tourism 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 its response shall be kept confidential, subject to any obligations under law. If an Applicant has designated the query as confidential or commercially sensitive, and Tourism Ireland decides that the response should be sent to all Applicants, Tourism Ireland will so notify the Applicant concerned, who will have the option of withdrawing the query. Tourism Ireland may still issue any information it considers appropriate to all Applicants following withdrawal of the query.

- 6.6. If an Applicant becomes aware of any ambiguity, discrepancy, error or omission in or between these documents, it must immediately notify Tourism Ireland, even after the date specified in Section 6.1 has passed.

7. PROCUREMENT TIMETABLE

- 7.1. Tourism Ireland expects to complete the tender process in accordance with the indicative timetable set out in **Appendix 2**. Tourism Ireland reserves the right in its absolute discretion to amend the timetable.

8. MODIFICATION OF THE CALL FOR REQUESTS TO PARTICIPATE/SUPPLEMENTAL INFORMATION

- 8.1. Tourism Ireland reserves the right to update, delete, vary, extend or alter this Call for Requests to Participate and the information and documents contained herein at any time by notice in writing to Applicants.
- 8.2. Any advice of a modification to the Call for Requests to Participate shall be issued at least five days (5) before the Closing Deadline and shall be issued as an addendum to, and shall be deemed to constitute part of, the Call for Requests to Participate. If necessary, Tourism Ireland shall revise the Closing Deadline in order to comply with this requirement.

9. PREPARATION COSTS

- 9.1. Each Applicant's costs will be the sole liability of that Applicant. Tourism Ireland has no obligation to reimburse the Applicant in respect of costs incurred by it in the preparation of its Request to Participate or otherwise as a result of its participation in the tender process, whatsoever or howsoever arising.

10. SELECTION

- 10.1. Requests to Participate will be checked:
- 10.1.1. to ensure that they have been submitted to the address indicated by the Closing Deadline;
 - 10.1.2. to ensure that they have been submitted in the required format set out in the Response Document;
 - 10.1.3. to ensure that they are complete and include all documentation required;
 - 10.1.4. to ensure that they comply with the requirements of this Call for Requests to Participate; and

- 10.2. Requests to Participate that fail to meet any of the preliminary checks carried out under Section 10.1 may, at Tourism Ireland's absolute discretion, be eliminated from the tender process.
- 10.3. Requests to Participate will be evaluated in accordance with the Selection Criteria set out at **Appendix 1**. To assist in the evaluation of Requests to Participate, Tourism Ireland may ask any Applicant to clarify or supplement the content of any aspect of its Request to Participate.
- 10.4. Following evaluation of Requests to Participate, the top **five** (or more) ranked Applicants will be short-listed and invited to submit Tenders under Stage 2.
- 10.5. All Applicants will be informed in writing whether or not they have been short-listed to proceed to Stage 2.

11. DEBRIEFINGS

- 11.1. Upon written request debriefings will be provided in writing.

12. REQUEST TO PARTICIPATE NOT RETURNED

- 12.1. No part of the Request to Participate will be returned to the Applicant.

13. COMPLIANCE WITH CALL FOR REQUESTS TO PARTICIPATE

- 13.1. Applicants are required to fully comply with the Call for Requests to Participate when preparing their Request to Participate and participating in this tender process. It is up to the Applicants to ensure that they fully understand the requirements of this Call for Requests to Participate. Where an Applicant does not fully understand the requirements, the Query Procedure should be used.
- 13.2. If an Applicant fails to comply in any way with the Call for Requests to Participate, Tourism Ireland may (but is not obliged to) disqualify the Applicant concerned and reject its Request to Participate. Without prejudice to this right, Tourism Ireland may (but is not obliged to) seek clarification or further information (that does not materially alter a Request to Participate) from the Applicant or take any other step permitted by law.

14. FREEDOM OF INFORMATION

- 14.1. Tourism Ireland is entitled to disclose information about this tender process, including the identity of the Applicants, to any person. Tourism Ireland and the North/South Bodies are subject to the provisions of a Code of Practice on Freedom of Information approved by the North/South Ministerial Council. Applicants are asked to consider if any of the information supplied by them in response to this Call for Requests to Participate should not be disclosed because of its sensitivity. If this is the case, Applicants should, when providing the information, identify same and specify the reasons for its sensitivity. Tourism Ireland will have regard to such a statement but is not bound by it. A copy of the Code is available at the Tourism Ireland website:
<http://www.tourismireland.com/corporate>

15. CANVASSING

- 15.1. Canvassing or any effort by an Applicant to influence any staff or agents of Tourism Ireland in relation to any aspect of the tender process may result in automatic disqualification from the tender process. Where an Applicant has an existing

relationship with Tourism Ireland or its employees, the Applicant is advised that any discussions, correspondence, or other influences on the tender process may be treated as canvassing.

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

16. EXCLUSION FROM THE TENDER PROCESS

- 16.1. Any Applicant shall be excluded from participation in the tender process who, to Tourism Ireland's knowledge, has been convicted of an offence involving:

16.1.1. participation in a prescribed criminal organisation;

16.1.2. corruption;

16.1.3. fraud; or

16.1.4. money laundering.

- 16.2. Any Applicant may be excluded from participation in the tender process who, to Tourism Ireland's knowledge:

16.2.1. Is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors, who has suspended business activities, or who is in any analogous situation arising from a similar procedure under national laws, the laws or another Member State of the European Union or a third country;

16.2.2. Is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws, the laws or another Member State of the European Union or a third country;

16.2.3. Has been convicted of an offence concerning the Applicant's professional conduct by a judgement which has the force of *res judicata*;

16.2.4. Has been guilty of grave professional misconduct provable by any means which Tourism Ireland can demonstrate;

16.2.5. Has not fulfilled obligations relating to the payment of social security contributions and/or taxes in accordance with the legal provisions of Ireland or the country in which the Applicant is established;

16.2.6. Is guilty of serious misrepresentation in supplying or has not supplied the information required under this Section 16.

17. CONFLICTS OF INTEREST AND REGISTRABLE INTERESTS

- 17.1. Any actual or potential conflict of interest involving an Applicant (whether by reason of the Applicant having or having had a role in Tourism Ireland in relation to the contract or by reason of the Applicant having or having had an interest in another Applicant or another Applicant having or having had an interest in the Applicant) must be fully disclosed by the Applicant as soon as it becomes apparent.

Tourism Ireland reserves the right to raise conflict of interest issues with Applicants.

- 17.2. Where Tourism Ireland considers that the situation does not give rise to a conflict of interest or that the conflict of interest is not material, it will permit the situation to continue.
- 17.3. Where Tourism Ireland considers that the situation gives rise to a material conflict of interest, it may, at its sole discretion, permit the situation to continue subject, if necessary, to appropriate safeguards being agreed between Tourism Ireland and the Applicant and Tourism Ireland being fully satisfied that those safeguards have been put in place and will be complied with.
- 17.4. Where Tourism Ireland considers, in its absolute discretion, that the situation can only be remedied by the exclusion of the Applicant from the tender process, Tourism Ireland shall exclude the Applicant.
- 17.5. Any registrable interest involving the Applicant and Tourism Ireland or their relatives must be fully disclosed in the Request to Participate, or must be communicated to Tourism Ireland immediately upon such information becoming known to the Applicant, in the event of this information only coming to the Applicant's notice after the submission of a Request to Participate. The terms 'registrable interest' and 'relative' shall have the meaning prescribed by the Ethics in Public Office Act 1995.

18. CONFIDENTIALITY

- 18.1. All documents issued and information given to Applicants must be treated as strictly confidential. Applicants should not release details of the tender documents other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their Request to Participate, or as required by law.

19. APPLICABLE LAW

- 19.1. The laws of Ireland shall apply to this tender process and shall be subject to the exclusive jurisdiction of the Irish courts.

20. IMPORTANT NOTICE

- 20.1. The information set out in this Call for Requests to Participate is made available on the condition that it is used in relation to preparing Requests to Participate and for no other purpose. Applicants must make their own investigations so as to form their own view as to the accuracy and completeness of the statements contained herein and to satisfy themselves as to the commercial value of entering into the Contract.
- 20.2. Whilst the information in this Call for Requests to Participate has been prepared in good faith, it does not purport to be a comprehensive review of all matters relevant to Tourism Ireland's requirements and neither Tourism Ireland nor its advisors will accept any liability or responsibility for its adequacy, accuracy or completeness, nor do they make any representation, warranty or undertaking, express or implied, with respect to the information contained in this Call for Requests to Participate or future information supplied in connection with the Contract. No person has been authorised by Tourism Ireland, its advisors or consultants, to give any information or to make any representation not contained

in this Call for Requests to Participate and, if given or made, any such information or representation shall not be relied upon as having been so authorised.

- 20.3. By participating in this tender process, Applicants acknowledge that there does not exist any contractual or quasi-contractual relationship between Tourism Ireland and Applicants prior to the execution of a formal contract. This Call for Requests to Participate does not constitute a contract.
- 20.4. Tourism Ireland reserves the right, without notice, to terminate the process or change any part of the tender process including the time limits and the procedures for the tender process. In such circumstances, Tourism Ireland and its advisors shall not be liable to any persons as a result thereof.

21. CONTRACT DOCUMENTS

Any contract arising from the Request for Tenders will be based on Tourism Ireland's Minimum Conditions of Contract (See Schedule 2).

22. APPENDICES AND SCHEDULES

Appendix 1: Selection Criteria

Appendix 2: Indicative Procurement Timetable

Appendix 2: List of Questions to be Answered by Applicants

Schedule 1: Response Document – separate document for downloading

Schedule 2: Conditions of Contract – separate document for downloading

APPENDIX 1**SELECTION CRITERIA - STAGE 1**

Requests to Participate will be evaluated in three sequential steps:

Step 1: Completeness of Request to Participation;

Step 2: Satisfaction with the financial standing of the Supplier
In order to be deemed suitable for evaluation under Step 3, Suppliers must demonstrate that they have robust financial standing by providing:

- Audited accounts or balance sheets for the past 3 financial years or if unavailable, an acceptable explanation as to why they are unavailable. Reluctance or failure to supply audited accounts is not deemed to be an acceptable explanation.
- Statement of overall turnover and turnover on services to which the contract relates for the past 3 financial years.
- Appropriate statement from banker(s) stating that the Service Provider is financially capable of providing the proposed services

Step 3: Those Suppliers whose Requests to Participate are deemed to be complete and who have demonstrated satisfactory financial standing will be evaluated against the Selection Criteria.

All qualifying Requests to Participate received will be evaluated against the selection criteria listed below. The top **five** (or more) ranked applicants will be short-listed and invited to submit tenders.

Selection Criterion	Weighting
Certification/Confirmation of seamless integration with MS CRM	20%
Experience of similar contracts in terms of integration/development/support requirements	59%
General structure/set-up of the proposed site for delivering services to Tourism Ireland	21%

APPENDIX 2**INDICATIVE PROCUREMENT TIMETABLE**

An indicative timetable for the conduct of the procurement process is set out below. Dates are indicative only and are subject to change at Tourism Ireland's discretion.

STAGE ONE	DATE
Advertising of Call for Requests to Participate	Friday 12 th March 2010
Closing date for Queries regarding the Call for Requests to Participate	Wednesday 31 st March 2010
Closing Deadline for receipt of Requests to Participate	3:00pm on Monday 19 th April 2010
Stage 1 Selection	By Thursday 22 nd April 2010*

STAGE 2	DATE
Invitation to Tender	Friday 23 rd April 2010*
Deadline for receipt of Queries	Wednesday 12 th May 2010*
Tender Deadline	3:00pm Wednesday 02 nd June 2010*
[Tender Presentations &] Stage 2 Evaluation	By Wednesday 16 th June 2010*
Notification of Award Decision	Friday 23 rd July 2010*
Contract Award	Friday 06 th August 2010*

***Dates may be subject to change at Tourism Ireland's discretion**

APPENDIX 3**LIST OF QUESTIONS TO BE ANSWERED BY ALL APPLICANTS**

Applicants should respond as prescribed in the format of the Response Document which is attached to this Notice for .

Experience

- 1 Certify/Confirm that your proposed product fully and seamlessly integrates with MS CRM Dynamics v4.0
- 2 Provide an overview of the clients you currently have (or have had within the last 3 years) which have used your product to integrate with MS CRM and where this project was managed from the same site as proposed for Tourism Ireland
 - Highlight those clients which are commercially focused
 - Highlight those clients which are non-commercial (e.g. charities, public sector, etc)
- 3 Provide details of these customers sites, along with approximate volumes of emails per month which are sent using your tool and MS CRM
- 4 In addition to development/integration and broadcast services, we anticipate that further professional services, such as email creative, design, cold lists, etc will also be required. Please list the professional services available.
- 5 How many staff work at the site proposed for Tourism Ireland?
 - How many are experienced in MS CRM? How many are considered to be senior staff members?
 - How many are involved in development/integrate work relating to MS CRM?
 - How many are involved in the professional services you listed in answer to question #4?
 - How many are involved in the support & maintenance of your proposed solution?
- 6 Support & Maintenance – what resources are available in terms of:
 - Technical support (access, bugs, configuration, set-up, etc)
 - Business support (setting up campaign structures, knowledge base, user documentation, etc)
 - What degree of cross-over is there between those involved in working on support & maintenance with those involved in developing the tool/system?
- 7 Complete the table below:

Approximate Volume (Per Month)	Indicative Price Range (from x to y) per email (€)	Indicative Fixed Costs (Approx €)
0.5M – 1M		
1M – 1.5M		
1.5M – 2M		
2M – 2.5M		
2.5M – 3M		

NB: This will be used to provide an initial assessment of affordability. A full list of potential options will be provided in the full tender specification, when a detailed pricing model will be required.

General

- 8 From which location do you intend to operate this contract?
- 9 Where is your company's head office located?

SCHEDULE 1 - RESPONSE DOCUMENT

[The Response Document is available for downloading separately]

SCHEDULE 2 - MINIMUM CONDITIONS OF CONTRACT
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[The Minimum Conditions of Contract Document is available for downloading separately]