



**An evaluation of the Irish Remote Interpreting Service
(IRIS) 2018.**

Request for Tenders

The latest date for receipt of tenders is
Thursday 30th August 2018 at 4 pm

Sign Language Interpreting Service

Deaf Village Ireland

Ratoath Road

Cabra

Dublin 7

July 2018

1. Introduction, purpose, requirements

1.1 Introduction

Sign Language Interpreting Service (SLIS) is the national Sign Language Interpreting Service for Ireland. Established in 2007, through the Citizens Information Board (SLIS), our mission is to promote, advocate and ensure the availability of quality sign language interpretation services. The goal of SLIS is to ensure that Deaf people can live as full and equal citizens with easy access to relevant public, educational and social services. To implement this mission during the period 2015-20, SLIS works towards the following five priorities:

1. High-quality interpreting services that allow Deaf People to participate fully in all aspects of public life;
2. Continuing the development of Irish Remote Interpreting Service ([IRIS](#))
3. Promoting and encouraging good practice and professional standards across all interpreting services offered to Deaf People;
4. Increasing availability of interpreting services in key areas of daily life, particularly where Deaf people are accessing their rights or entitlements; and
5. Advocating for the needs of Deaf People in relation to access to interpretation to allow them participation in key aspects of life; most particularly public services.

1.2 Purpose of Request for Tenders (RFT)

Following recognition by the state of “extreme marginalisation due to the lack of sign language recognition and provision”¹, the *Irish Sign Language (ISL) Act 2017* was passed. National policy now seeks to redress systematic barriers to the provision of inclusive and equitable public and other services for Ireland’s Deaf community. The above five SLIS priorities address enhancing the quality and increasing the availability of sign language interpreting.

The National Disability Inclusion Strategy (NDIS) 2017-2021 prioritises actions to address these inequalities and is resourcing SLIS to develop high quality interpreting services that allow Deaf people to participate fully in all aspects of public life. A specific NDIS action tasks SLIS with expansion of remote interpreting by extending the hours of service delivery of IRIS. Other commitments include increasing the number of trained Sign Language and Deaf Interpreters, development and delivery of a registration system for interpreters and enhancing the CPD and supports for face-to-face interpreters including in a range of specialist contexts such as legal and medical settings.

¹ The Houses of the Oireachtas Joint Committee on Justice and Equality Report on the Formal Recognition of Irish Sign Language, Government Publications: October 2016.

To equip SLIS in this work, SLIS is now seeking expressions of interest from policy, management or organisational development experts to conduct an evaluative study in 2018 of the IRIS service.

At the core of the provision of interpreting services is ensuring Deaf people can live as full and equal citizens. The Irish Remote Interpreting Service was developed as part of the response to reduce or eliminate inequalities that Deaf people face in relation to accessing information, entitlements and rights. Public services, such as health, education and employment supports are crucial to social inclusion of the Deaf community, yet many services are not fully accessible to all citizens in accordance with legislation (Equal Status Acts, Disability Act).

IRIS began with a pilot scheme in January 2011 as a collaboration between three organisations active in Deaf community development - Sign Language Interpreting Service (SLIS), DeafHear and the Irish Deaf Society (IDS). In September 2011, SLIS took on the role of developing the service and has grown the service into a full-time professional service with the support of CIB. A Remote Interpreting Sub-group, comprising of SLIS, IDS and DeafHear, advises on this development.

An evaluation of IRIS was carried out in 2016². The evaluation reviewed IRIS data and practice from 2011 to 2015 inclusive, included a short literature review, and consultations with stakeholders (including Deaf users and public service providers). The evaluation identified a number of development needs for IRIS and provided 16 recommendations to advance the service.

The NDIS 2017-2021 tasks SLIS to develop this service as part of the objective to ensure appropriate accommodations and resources are in place to ensure people who communicate in different ways can participate as equal citizens.

Recent research from the Citizens Information Board³ highlights IRIS as a cost effective support for access and social inclusion purposes and recommends expanding IRIS.

The 2018 evaluation of IRIS will inform development of this remote interpreting service.

² <http://slis.ie/wp-assets-slis/uploads/2018/04/Irish-Remote-Interpreting-Service-IRIS-Evaluation-Report-2016.pdf>

³ *Information provision and access to public and social services for the Deaf Community*, http://www.citizensinformationboard.ie/downloads/social_policy/Deaf_Community_Research_Rpt_Feb2018.pdf

1.3 Sign Language Interpreting Service (SLIS) requirements

The successful tenderer will evaluate the access, progress and effectiveness of the IRIS service with respect to the SLIS and NDIS objectives and to inform future development.

Consultations with key stakeholders, to include the Deaf community (users and non-users of the service), service providers and CIB and SLIS staff, should be carried out to establish a qualitative assessment of needs and responsibilities from stakeholder perspectives.

The study must provide the following:

- An Outline the current context for development of IRIS including public policies.
- Analysis of IRIS development, data and practice from 2016 - 2018.
- A qualitative assessment of access, progress and effectiveness of the service, to include identifying challenges and solutions to making IRIS available within public services and on a national basis.
- Deliver conclusions and recommendations for future practice and development.
- Recommendations and actions that will need to be taken by stakeholders to include resource and financial implications.
- Arrange for the presentation of the report to SLIS Board.
- Arrange for the presentation of the report with SLIS to CIB.
- Evaluation report should conclude with an executive analysis, providing key messages and recommendations for the future development of IRIS, particularly in relation to the NDIS 2017-2021, for SLIS and other key players.

1.4 Timeframe

We expect the contract to commence in September 2018.

We expect a draft final report for review by SLIS and CIB by the 12 November.

We expect submission of the Final Report 29 November 2018.

1.5 Freedom of Information

Tenderers are asked to consider if any of the information supplied by them should not be disclosed because of its sensitivity. If this is the case, tenderers should, when providing the information, identify same and specify reasons for its sensitivity. SLIS will consult with tenderers about sensitive information before making a decision on any Freedom of Information request received. Please see section 2.5 in relation to the notification of scores to unsuccessful tenderers.

If tenderers consider that none of the information supplied by them is sensitive, they should make a statement to that effect. Such information may be released in response to a Freedom of Information request.

Each application under Freedom of Information is evaluated on its individual merits.

2. Tender process

2.1 Query handling

Queries concerning this tender should be emailed to john.stewart@slis.ie and cc to claire.kellegher@ciboard.ie before 4 pm on 16 August 2018.

Details of queries and answers will be distributed to all prospective vendors, without attribution of source.

2.2 Timing of award.

2 August 2018: Request for Tenders published and sent to prospective tenderers.

16 August 2018 (2 pm): Closing date and time for queries to this tender.

30 August 2018 (4 pm): Closing date and time for receipt of tenders.

2.3 Contract award/termination

Sign Language Interpreting Service (SLIS) reserves the right not to proceed with the awarding of a tender contract.

Sign Language Interpreting Service (SLIS) does not bind itself to accept the lowest or any tender. **Sign Language Interpreting Service (SLIS)** also reserves the right to reject in whole or in part, any or all tenders received.

Sign Language Interpreting Service (SLIS) reserves the right to tender again or to terminate the contract at any stage. In the event that the contract must be revised or abandoned, provisions will be made by **Sign Language Interpreting Service (SLIS)** for the termination of the contractor(s)' or proposed associates' contract, on payment of reasonable and agreed costs accrued to the date of termination.

2.4 Format of tender

To assist in the evaluation process, potential contractors must structure their tenders in such a way that they match the overall structure of this section.

The tenders should address, on a numbered point-by-point basis, each of the following points 1-9.

General Information

1. Name, address, telephone number and email address of tendering company.
Name of person within tendering business dealing with the tender process.

Confirmations

2. Confirmation of acceptance by the tendering company and any third parties of the conditions described in section 3 – General Conditions of tender below.
3. Confirmation of compliance by tendering company and any third parties with the qualification criteria detailed in Council Directive 2004/18/EC (see Appendix A).
4. Confirmation that the tendering company can meet SLIS's requirements as set out in section 1.5.

Previous experience

5. Details of 3 contracts undertaken within the last 3 years demonstrating successful contract delivery and including a brief outline of why the contract was similar to the area of enquiry of this RFT.

Method Statement

6. A method statement describing a proposed approach to meeting SLIS's requirements as set out in section 1.3.

Proposed resources

7. Details of the individual/s who will be assigned to this project. Tenderers must demonstrate that they have the level and depth of expertise to provide high-quality services in relation to the requirements as set out in section 1.3 of this RFT.

Costs

8. A total fixed price for the service should be provided, containing a breakdown of costs. The price for requirement A will be used to assess the tenders. The price should be exclusive of VAT but the relevant rate of VAT should be indicated. The price should be quoted in euro.
Cost of hiring Interpreters to carry out research and consultation processes in costs for work on preparing this Strategic Framework should be included in the quote.
9. Confirmation that the tender holds good for six (6) calendar months after the closing date for receipt of tenders.

Tenders should be **emailed** to John Stewart (john.stewart@slis.ie) and cc'd to Claire Kellegher (claire.kellegher@ciboard.ie)

The deadline for the receipt of tenders is 30 August 2018 (4 pm) no later than 4:00pm. Tenders that are delivered late will not be considered. The tendering organisation is fully responsible for safe timely delivery of the tender.

2.5 Acceptance and award criteria

Acceptance criteria

Tenders will be examined, in the first instance, by reference to the following acceptance criteria:

- a) Completeness of tender documentation as specified in section 2.4 above.
- b) Provision of 3 examples of previous experience as requested in section 2.4 above.
- c) Compliance with Article 45 of Council Directive 2004/18/EC. A statement from the tendering company that none of the excluding circumstances (an extract is set out in Appendix A below), applies to them or, if appropriate, to any third party, must be submitted.

Note: It is intended that only those tendering companies that meet the above qualifying criteria will be eligible for inclusion in the award process.

Award criteria

The contract will be awarded from the qualifying tenders applying the following award criteria:

- a) Method statement (35%)
- b) Proposed resources (35%)
- c) Cost (30%)

Based on its merits this section will be rated as follows:

0	No response
1	Poor
2	Mediocre
3	Good
4	Very Good
5	Excellent

Scoring Mechanism/Evaluation of Tenders

- **Method statement**

This criterion refers to the tenderer's proposed approach to the provision of the services.

- **Proposed resources**

This criterion refers to the individual(s) proposed to deliver the service, including their individual specialist knowledge and relevant expertise.

- **Cost**

The tender with the lowest cost shall be awarded the maximum score available under this criterion (30); the score of subsequent tenders under this criterion shall be calculated using the following formula:

$$\frac{\text{The lowest cost x maximum score available}}{\text{Cost for tender being evaluated}}$$

Tenderers should note that SLIS may, when notifying unsuccessful tenderers of the results of this procurement competition, include the scores obtained by the tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by SLIS.

2.6 Financial arrangements

1. Payment for all services covered by this invitation to tender will be on foot of appropriate invoices. Invoicing arrangements will be agreed with the successful supplier, following the award of the contract. Please note that the payment of invoices by SLIS is governed by the Prompt Payment of Accounts Act, 1997 as amended by the European Communities (Late Payment in Commercial Transactions) Regulations 2002. In addition to this legislation, the Government has approved formal arrangements to ensure that penalties will accrue if payment period by wider public sector to their business suppliers exceeds **15 days** after receipt of invoice. Interest is calculated in respect of the period starting on the date after the due date and ending on the date when payment is made.

SLIS will deduct Professional Services Withholding Tax where relevant.

2. Prices and terms quoted should hold good for at least six (6) calendar months from the final date for receipt of tenders. Similarly, terms and conditions cannot be altered during the currency of the contract.
3. SLIS retains the right to withhold payment where a contractor has failed to meet its contractual obligations in relation to the delivery of goods/services to an acceptable level of quality.

3. General conditions of tender

1. SLIS does not bind itself to accept the lowest or any tender. It reserves the right to reject in whole or in part any or all tenders received and to source the requirement from more than one supplier or contractor.
2. Detailed contractual arrangements are not within the scope of this Request for Tenders. However, the following condition should be noted: any conflicts of interest involving a contractor must be fully disclosed to SLIS, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tendering organisation.
3. In the event of a group of bidders jointly submitting an acceptable offer, SLIS will award the contract to one contractor who acts as the agreed prime contractor. The prime contractor is responsible for the delivery of all services provided for under the terms of the contract and shall assume all the duties, responsibilities and costs associated with the position of the prime contractor.
4. It is the intention of SLIS to enter into formal contractual relations with the successful tendering organisation. Details of the proposed contract will be discussed with the successful tendering organisation prior to signing. Your tender may form a schedule to the contract.
5. SLIS will not be liable in respect of any costs incurred by companies in the preparation of their tender in response to the Request for Tenders, nor for costs incurred in preparing subsequent presentations or for attendance at same.
6. The successful tendering company shall be responsible for the delivery of all requirements provided for within the contract on the basis of a fixed price agreement set at the beginning of the contract. Prices quoted in the tender cannot be increased during the currency of the tender. Similarly, terms and conditions cannot be altered.
7. Please allow for all costs in your pricing including expenses, extra visits or exceptional costs as SLIS will not accept extra charges above the contract price. In the event that you wish to charge SLIS for what you consider an exceptional item, it will only be considered if it is raised prior to the commencement of work, in which case a separate contract will be agreed.
8. SLIS requires that all information provided pursuant to this Request for Tenders will be treated in strict confidence by the tendering companies.

9. Information supplied by tendering companies will be treated as contractually binding. However, the SLIS reserves the right to seek clarification or verification of any such information.
10. Prices and rates quoted should be expressed in euro (€) and exclusive of VAT. The VAT rate(s) applicable should be indicated separately.
11. SLIS reserves the right to withhold payment where a contracting company has failed to meet its contractual obligations in relation to the delivery of goods/services to an acceptable level of quality.
12. SLIS reserves the right to go to tender again or to terminate the contract at any stage on payment of reasonable and agreed costs accrued to the date of termination.
13. Tenders that are received late will not be considered. In this regard, it is important to note that tenders must be received at the email address specified above not later than 4 pm on 30 August 2018 (4 pm). The onus is solely on the tendering company and their agents to ensure delivery by the specified time to the specified address.
14. Tenderers should note that the SLIS may, when notifying unsuccessful tenderers of the results of this procurement competition, include the scores obtained by the tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by SLIS.
15. The work of the contractors shall be deemed to be carried out in Ireland and shall be governed by the laws of Ireland.
16. Before a contract is awarded, and where required the successful contractor (and third parties, where appropriate) will be required to promptly produce a valid Tax Clearance Certificate. The Certificate must remain valid for the duration of the contract.
17. Where a Tax Clearance Certificate expires within the course of the contract, SLIS reserves the right to seek a renewed certificate. All payments under the contract will be conditional on the contractor(s) being in possession of a valid certificate at all times.

18. Payment for all services covered by the Request for Tenders will be on the foot of appropriate invoices. Invoicing arrangements will be agreed with the successful tendering organisation following the award of the contract.
19. The successful tendering organisation may be required to comply with the requirements of the Data Protection Acts in relation to the processing of any personal information that may be necessary for the context of service delivery. This will require the organisation to sign a form of undertaking to comply with the provisions of the Acts.
20. Any registerable interest involving the contractor and the Minister for Social Protection, members of the Government, members of the Oireachtas or employees of SLIS or their relatives must be fully disclosed in the response to this Request for Tenders, or should be communicated to SLIS immediately upon such information becoming known to the contractor, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. The terms 'registerable interest' and 'relative' shall be interpreted as per section 2 of the Ethics in Public Office Act 1994.
21. SLIS will remain the sole and exclusive owner of all end products and of all intellectual property rights in the products supplied to and from SLIS in the course of the contract, irrespective of whether or not the contract is terminated prior to its completion.
22. The successful tendering organisation must hold adequate insurance to undertake consultancy services on behalf of SLIS. SLIS will accept no liability for any loss or damage incurred during the performance of the contract.

Appendix A: EU Council Directive 2004/18/EC

Extract from Council Directive 2004/18/EC, Article 45:

2. Any economic operator may be excluded from participation in a contract where that economic operator:

(a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;

(b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;

(c) has been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;

(d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;

(e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;

(f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;

(g) is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information.