



**Development of Strategic Framework to increase the  
availability and quality of Sign Language Interpreting in  
Ireland**

Request for Tenders

The latest date for receipt of tenders is  
**Thursday 30<sup>th</sup> 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. To implement this mission during the period 2015-20, SLIS will work 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)

With the passing of the *Irish Sign Language (ISL) Act 2017*, national policy now recognises that the lack of sign language interpreters is creating 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. This will include expansion of remote interpreting; and supports for face-to-face interpreters including in a range of specialist contexts such as legal and medical settings. A specific NDIS action tasks SLIS with increasing the number of trained Sign Language and Deaf Interpreters. Other commitments include enhancing the CPD delivered to incorporate specific subject areas, i.e. medical, legal; extending the hours of service delivery of IRIS; and development and delivery of a registration system for interpreters

To equip SLIS in this work, SLIS is now seeking expressions of interest from policy, management or organisational development experts to develop "a strategic framework to increase the availability and quality of Sign Language Interpreters".

While 111 sign language interpreters were trained from 1992 to 2017<sup>1</sup>, SLIS estimates there are less than 80 sign language interpreters currently working in Ireland. Research indicates that less than half of current interpreters work full-time (44%), with 22% working 1 day per week on average<sup>2</sup>. SLIS estimates current availability amounts to about 12,000 sign language interpreter days per year. Recent Citizens Information Board commissioned research<sup>3</sup> shows that the supply of interpreters is clearly inadequate to meet the current demands of public and other service providers and those of the Deaf Community, resulting in “extreme marginalisation due to the lack of sign language recognition and provision”<sup>4</sup>.

### 1.3 Sign Language Interpreting Service (SLIS) requirements

The successful tenderer will develop the Strategic Framework to increase the availability and quality of Sign Language Interpreting in Ireland that will inform actions to be taken to increase interpreter numbers operating in Ireland.

As part of this framework key stakeholders should be identified such as interpreters, Deaf community and service users i.e. public bodies.

Consultation with each group should be carried out to establish a qualitative assessment of needs and responsibilities from stakeholder perspectives.

Arising from consultations, the Strategic Framework must provide the following, but not limited to:

- Analysis of capacity and emerging demand in sign language interpreting (face-to-face and remote interpreting), including demands in specialist and technical contexts, referencing key sectors such as public services, education, legal, medical and other settings

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<sup>1</sup> Leeson, L. and Venturi, L. *A Review of Literature and International Practice on National and Voluntary Registers for Sign Language Interpreters*. Dublin: Sign Language Interpreting Service, 2017.  
[http://www.citizensinformationboard.ie/downloads/social\\_policy/SLIS\\_TCD\\_Review\\_of\\_National\\_Registers\\_of\\_Sign\\_Language\\_Interpreters\\_March\\_2017.pdf](http://www.citizensinformationboard.ie/downloads/social_policy/SLIS_TCD_Review_of_National_Registers_of_Sign_Language_Interpreters_March_2017.pdf)

<sup>2</sup> Leonard C., *ISL / English Interpreter Income Survey Report*, November 2016, unpublished.  
See also SLIS Position Paper *A national skill shortage in the availability of sign language interpreters*  
<http://slis.ie/wp-assets-slis/uploads/2018/06/SLIS-position-paper-A-national-skill-shortage-in-sign-language-interpreting-270117.docx>

<sup>3</sup> *Information provision and access to public and social services for the Deaf Community*, (Citizens Information Board 2017)

<sup>4</sup> The Houses of the Oireachtas Joint Committee on Justice and Equality Report on the Formal Recognition of Irish Sign Language, Government Publications: October 2016.

- Analysis of the balance to be struck between face to face and remote interpreting provision in meeting demand and some international comparisons with how the supply of interpreters is managed elsewhere<sup>5</sup>.
- Identify the main public strategies and relevant policies that impact on the availability and quality of Sign Language Interpreting in Ireland to meet the need for interpreters and the rights of Deaf people to access services and education. These may include employment, disability, higher and further education and social inclusion policies and strategies.
- Provide recommendations on how to increase supply and enhance the quality of sign language interpreting services, identifying responsible agents or authorities for the supply of skills to the labour market, as well as for active inclusion of Irelands Deaf community.
- Consultations to this end should include:
  - Decision makers, policy and implementation units within the civil service: for example, Government Departments (DEASP, DJE, Education and Skills, Community and Rural Affairs), CIB, HEA, SOLAS etc.
  - Key Stakeholders; for example SLIS Board, Trinity College Dublin Centre for Deaf Studies, Deaf Community (e.g. Irish Deaf Society), Interpreters (Council of Irish Sign Language Interpreters), interpreting agencies, interpreting users (public & private services), employers (e.g. IBEC), Employees (ICTU), community and voluntary services) SLIS & CIB staff.
- The framework should conclude with an executive analysis, providing key messages and recommendations within a strategic framework which should set out what needs to be done by key players. A breakdown of resource implications, both financial and other should be included.
- Identify actions that will need to be taken by stakeholders to include resource and financial implications.
- develop proposals for a model for implementation with appropriate guidelines
- Arrange for the presentation of the report to SLIS Board.
- Arrange for the presentation of the report with SLIS to CIB.

#### 1.4 Timeframe

We expect the contract to commence in September 2018 and with an interim report on the 2 November 2018, and a final report by the 17 December 2018, in line with the timeframe provided below:

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<sup>5</sup> See Leeson, L. and Venturi, L

- 2 November Submission of an Interim Report for review by the evaluation project team, Board of SLIS and CIB
- 29 November 2018 – A draft Report for final comments/feedback to be submitted to the Board of SLIS and CIB
- 17 December 2018 – Following feedback and comments from the evaluation project team, SLIS and CIB, the Final Strategic Framework is to be submitted.

### 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

As funding is from a public body, the Citizens Information Board, Sign Language Interpreting Service must ensure competitive tendering for the goods and services it buys.

### 2.1 Query handling

Queries concerning this tender should be emailed to [john.stewart@slis.ie](mailto:john.stewart@slis.ie) and cc to [claire.kellegher@ciboard.ie](mailto:claire.kellegher@ciboard.ie) before 2 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 document 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. All services costs such as interpreter costs should be included in the final price. The price should be exclusive of VAT but the relevant rate of VAT should be indicated. The price should be quoted in euro. It should be noted that the contract value will be below National Procurement Threshold.
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](mailto:john.stewart@slis.ie)) and cc'd to Claire Kellegher ([claire.kellegher@ciboard.ie](mailto:claire.kellegher@ciboard.ie))

The deadline for the receipt of tenders is 30<sup>th</sup> August 2018 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) Appendix A (Grounds for Exclusion Article 57 of Council Directive 2014/24/EU). 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 the date stated on the Closing Date for receipt of Tenders. 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: Grounds for Exclusion (EU Council Directive 2014/24/EU Article 57)

## Mandatory Exclusions

Any economic operator shall be excluded from participation in a contract where that economic operator has been convicted of one or more of the following offences (whether arising before or during the procurement procedure):

- a) participation in a criminal organisation, within the meaning of Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008<sup>36</sup> on the fight against organised crime;
- b) corruption, which means corruption within the meaning of the following:
  - i. the Convention drawn up on the basis of Article K.3 (2)(c) of the Treaty on European Union, on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union drawn up under the Council Act of 26 May 1997<sup>8</sup>;
  - ii. Article 2(1) of Council Framework Decision 2003/568/JHA<sup>37</sup> of 22 July 2003 on combating corruption in the private sector;
  - iii. the law of Ireland where the contracting authority or the economic operator concerned is established in the State;
  - iv. the law of the Member State, other than the State, in which the contracting authority or the economic operator concerned is established;
- c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities financial interests drawn up under the Council Act of 26 July 1995<sup>9</sup>;
- d) terrorist offences or offences linked to terrorist activities, within the meaning of Articles 1 and 3 respectively of Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism or inciting or aiding or abetting or attempting to commit an offence referred to in Article 4 of that Council Framework Decision<sup>10</sup>;
- e) money laundering or terrorist financing, within the meaning of Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing<sup>11</sup>;
- f) child labour and other forms of trafficking in human beings, within the meaning of Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA<sup>12</sup>.

The above provisions also apply where the person convicted is a member of the administrative, management or supervisory body of the relevant entity or has powers of representation, decision or control in the relevant entity.

- g) If the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions and the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the law of the country in which the operator is established or the law of Ireland.

This sub-paragraph (g) shall not apply when the relevant economic operator has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

The SLIS shall not be obliged to exclude a relevant entity under this sub-paragraph (g) where only minor amounts of taxes or social security contributions are unpaid or the relevant entity was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due (including, where applicable, any interest accrued or fines) before the expiration of the deadline for, as applicable, requesting participation or submission of tenders.

The SLIS shall not be obliged to exclude an economic operator under (a) to (g) above where:

- i. such an exclusion would be disproportionate;
- ii. on an exceptional basis, there are overriding reasons relating to the public interest such as public health or protection of the environment; or
- iii. the relevant entity has provided evidence acceptable to SLIS to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. Where evidence provided is considered sufficient, the relevant entity concerned shall not be excluded from the procurement procedure.

SLIS shall not be obliged to exclude an economic operator under (a) to (f) above where a period of 5 years has lapsed from the date of conviction of the relevant entity for the offence concerned.

SLIS shall not be obliged to exclude an economic operator under (g) above where the requirement a period of 5 years has lapsed from the date the relevant breach is established by the judicial or administrative decision concerned.

The exclusion grounds set out in this section shall also apply to the other entities on whose capacity a tenderer intends to rely fulfil relevant selection criteria.

**Other Exclusionary Grounds**

SLIS may, subject to the paragraph below, exclude from participation in a procurement procedure any tenderer who falls within any of the circumstances set out below at (i) to (ix) (whether arising before or during the procurement procedure):

(i)	Is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the law of Ireland.
(ii)	Has undertaken to unduly influence The Companies’ decision making process or tried to obtain confidential information that may confer undue advantage in the procurement procedure or has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
(iii)	Is guilty of grave professional misconduct which renders its integrity questionable.
(iv)	Has not fulfilled all obligations relating to the payment of social security contributions in Ireland and the law of the country in which the Candidate is established.
(v)	Has not fulfilled all obligations relating to the payment of taxes in Ireland and the law of the country in which the Candidate is established.
(vi)	Is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit supporting documents required.
(vii)	Has entered into agreements with other economic operators aimed at distorting competition.
(viii)	Has not complied with applicable obligations in the fields of environmental, social and labour law that apply at the place where the works are carried out or the services provided that have been established by European Union law, national law, collective agreements or by international, environmental, social and labour law
(ix)	Has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior public contract with the Companies or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions.

The exclusion grounds set out in this section shall also apply to the other entities on whose capacity a Candidate intends to rely fulfil relevant selection criteria.