



INVITATION FOR PANEL MEMBERSHIP

BRIEFING DOCUMENT

CONFIDENTIALITY

All the information contained in this briefing document is given on the basis of strict confidentiality and must not be disclosed to any other party without the prior consent and authority, in writing, of the Secretary of Sport Ireland (“SI”).

Applicants shall comply promptly with any instruction issued by SI to undertake to destroy and/or return any information given to them and to confirm in writing to SI once such instruction has been complied with.

Subject always to SI’s legal disclosure obligations, SI shall use its reasonable endeavours not to disclose any part of an application to any third party other than as may be required for the purposes of evaluation and/or awarding the contract.

DISCLAIMERS

The information set out in this briefing document is made available on the condition that it is used for the sole purpose of preparing applications and for no other purpose. An applicant must make its own investigations so as to form its own view as to the accuracy and completeness of the statements contained herein and to satisfy itself as to entrance onto a Panel.

Whilst the information in this briefing document has been prepared in good faith, it does not purport to be a comprehensive review of all matters relevant to SI’s requirements and SI does not accept any liability or responsibility for its adequacy, accuracy or completeness, nor does SI make any representation, warranty or undertaking, express or implied, with respect to the information contained in this briefing document or future information supplied in connection with the Panel. No person has been authorised by SI to give any information or to make any representation not expressly set out in this briefing document, with the exception of written clarifications issued on behalf of SI during the tender period. If any other such information or representation has been given or made, it shall not be relied upon by any applicant as having been authorised by SI.

This briefing document does not constitute a contract with Sport Ireland. By participating in the process, each applicant acknowledges that there does not exist any contractual or quasi-contractual relationship between SI and that applicant save insofar as such applicant enters into a contract with Sport Ireland.

SI reserves the right, without notice, to terminate the process at its sole discretion or to amend or alter the process by giving notice to all applicants. In such circumstances, SI shall not be liable to any persons as a result thereof.

SI also reserves the right to update, delete, vary, extend or alter this briefing document and/or the information and documents contained herein at any time by notice in writing to all applicants.

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION.....	5
SECTION 2 - INSTRUCTIONS TO APPLICANTS	6
SECTION 3 – SCOPE OF THE SERVICES REQUIRED UNDER THE PANEL	14

SECTION 1 - INTRODUCTION

1.1. Introduction

Sport Ireland (“SI”) wishes to set up a panel of High Performance Sport Service Providers (“the Panel”) to provide High Performance Sport services to High Performance programmes of SI’s focus sports.

SI are inviting applications (“Application(s)”) from suitably qualified service providers who wish to be included on the Panel (“Applicant(s)”).

To be appointed onto a Panel, applications will initially be examined by reference to their completeness and compliance with the requirements set out in the RFP. All compliant applications will be assessed in accordance with the Qualification Criteria set out at Section 4. **The appointment onto the Panel does not constitute a guarantee from SI to procure any services from those appointed onto the Panel.**

An applicant may submit for one, or more of the following Lots:

- Lot 1: High Performance Sports Medicine
- Lot 2: High Performance Sports Physiotherapy
- Lot 3: High Performance Sport Performance Analysis
- Lot 4: High Performance Sport Physiology
- Lot 5: High Performance Sport Performance Psychology
- Lot 6: High Performance Sport Clinical Psychology
- Lot 7: High Performance Sports Nutrition
- Lot 8: High Performance Sports Strength and Conditioning
- Lot 9: High Performance Sport Life Skills and Individual Performance Planning
- Lot 10: High Performance Sport Coach Development
- Lot 11: Athletic Training and Therapy
- Lot 12: Soft Tissue Therapy

1.2. About Sport Ireland (SI)

The Irish Sports Council (**now Sport Ireland**) was established on 1 July 1999 under the [Irish Sports Council Act](#) and is a statutory authority comprising of nine major divisions;

[Anti-Doping](#)

[Coaching Ireland](#)
[Corporate Services](#)
[High Performance](#)
[Sport Ireland Institute](#)
[Local Sports Partnerships](#)
[National Governing Bodies](#)
[Organisational Development & Change](#)
[National Trails Office](#)
[Research](#)

1.3. Background to the services required

Sport Ireland Institute, a division of Sport Ireland, provides a range of science, medicine and lifeskills support services to the National Governing Bodies of Sport to support their high-performance programmes. These are specialist services that require a high degree of training and experience in order to meet the needs of the High-Performance athletes and coaches.

1.4. Procurement Procedure

This appointment onto the Panel is being conducted by a process of competitive tender using the restricted procedure. As the Services being procured fall within the scope of Title III Services of Directive 2014/24/EU of the European Parliament and of the Council SI is not under a legal obligation to comply with the full requirements of Directive 2014/24/EU of the European Parliament and of the Council as implemented by the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016). It is SI's intention, however, at all times, to ensure that this competition is fair, objective, transparent and non-discriminatory.

SECTION 2 - INSTRUCTIONS TO APPLICANTS

2.1 RFP - Ambiguity, Discrepancy, Error, Omission

All correspondence in relation to this RFP shall be in the English Language or be accompanied by an English Translation.

If you consider that you are missing any documents which would prevent you from submitting a compliant application, please email contactus@instituteofsport.ie as soon as possible.

An applicant shall immediately notify SI should it become aware of any ambiguity, discrepancy, error or omission in this RFP. SI shall, upon receipt of such notification, notify all applicants of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of this RFP.

2.2 Closing Date

Applicants may apply at any time for inclusion on the Panels. The Panels will be continually open for applications.

2.3 Queries

Every effort has been made to ensure that this Document contains all the necessary information for the completion of applications. SI does not warrant or represent that this Document, or any other information given to Applicants, is accurate or complete. No liability is accepted for any error, misstatement, or omission (negligent or otherwise) in this Document, or in any other information given to Applicants.

Requests for additional information and clarification on any matters must be made via email contactus@instituteofsport.ie.

For the purpose of circulating responses queries will be edited to avoid disclosing the identity of the querist, and any sensitive information included in the query should be clearly indicated.

No approach of any kind in connection with this RFP should be made to any other person within, or associated with SI and any attempt to do so may, at SI's absolute discretion, result in the elimination of the applicant from further participation in this process. SI will endeavour to respond to reasonable queries but does not undertake to respond to all queries received. SI does not propose to respond to queries seeking interpretation of this RFP.

If an applicant believes a query and/or its response is confidential or commercially sensitive, it must mark the query as "confidential" or "commercially sensitive". If SI, at its absolute discretion, is satisfied that the queries and/or its responses should be properly regarded as confidential or commercially sensitive, the nature of the queries and their responses will be kept confidential (subject to SI's obligations under law).

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

If the applicant does not withdraw the query or raise any objection within the specified period, or SI is of the opinion that, notwithstanding the objection of the applicant, the query is not confidential or commercially sensitive, SI may issue the query and its response to all applicants.

2.4 Qualification of Applications

Please note that qualifications to an application may be considered a counter offer and may render the application invalid.

2.5 Submission of Applications

Applicants may apply at any time for inclusion on the Panels. The Panels will be continually open for applications and can be submitted via email contactus@instituteofsport.ie.

2.6 Cost of Preparation of Applications

SI will not be responsible or liable for any costs incurred by the applicant in the preparation and submission of applications and/or any associated work effort or costs (legal or otherwise) regardless of the conduct or outcome of the tender process. It is the responsibility of the applicant to ensure that they are fully aware and understand the requirements as laid down in this RFP. The applicant will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings.

2.7 Confidentiality

The distribution of this RFT is for the sole purpose of obtaining applications as referred to therein. The distribution does not grant permission or licence to use the documents for any other purpose.

An applicant is required to treat the details of all documents supplied in connection with this competition as private and confidential. Similarly, SI undertakes to use its reasonable endeavours not to disclose to third parties any confidential information received from an Applicant, subject to its obligations under law including (if applicable) the provisions of the Freedom of Information Acts.

2.8 Conflict of Interest

Any conflict of interest involving an applicant must be fully disclosed to SI. Any registrable interest involving an applicant and SI or employees of SI or their relatives must be fully disclosed in the application or should be communicated to SI immediately upon such information becoming known to an applicant, 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 '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 an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

2.9 Freedom of Information Act

This Application will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the applicant except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including 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).

Applicants are asked to consider if any of the information supplied by them in this application should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. SI cannot guarantee that any information provided by applicants, either in application or in the course of any contract awarded as a result thereof, will not be released pursuant to the SI's obligations under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures. SI accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

SI accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such obligations.

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

The applicant should note that, on conclusion of any contract, this will be open to public examination to the extent required by the Freedom of Information Act 2014.

2.10 Tax Compliance

If awarded Call off Contract, successful Applicants must comply with all EU and national tax laws. Applicants are referred to the Irish Revenue website <http://www.revenue.ie>. Non-resident tenderers should apply to the Office of the Revenue Commissioners, Non-Resident Tax Clearance Unit, Office of the Collector General, Sarsfield House, Francis Street, Limerick, Ireland; e-mail:

nonrestaxclearance@revenue.ie. SI will satisfy themselves that Applicants are appropriately tax compliant by checking their status via the online system for which successful Applicants are requested to provide their Tax Clearance Access Number and Tax Reference Number to facilitate verification. By supplying these numbers tenderers acknowledge and agree that SI has the permission to verify its tax cleared position.

<http://www.revenue.ie/en/online-services/services/manage-your-record/apply-for-tax-clearance-online-using-etc.aspx>

2.11 Withholding Tax

If awarded a Call off Contract, payments will 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: 353-1-6733533).

<https://www.revenue.ie/en/self-assessment-and-self-employment/pswt/what-are-professional-services.aspx>

2.12 Applicable Law

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

2.13 Confidentiality of Evaluation

After opening applications, information relating to the evaluation of applications and recommendations concerning the award of contract will not be disclosed to the applicant or any other persons save as required by law.

2.14 Determination of Responsiveness

After opening applications, SI will determine whether each application is substantially responsive to the requirements of this RFP. Applications that are not substantially responsive to and compliant with the requirements of this RFP may be rejected.

2.15 Clarification of Applications

To assist in the evaluation of applications, SI may ask the applicant for clarification of aspects of its application or supplemental information.

2.16 Interference

Any effort by the applicant to unduly influence SI, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of applications and in decisions concerning appointments to the Panel shall have their application rejected. 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.

2.17 Prohibition on Canvassing

Any applicant who, in connection with the Services:

- (a) offers any inducement, fee or reward to any member, officer or employee of SI or any person acting as an adviser to SI in connection with the Services; or
- (b) does anything which would constitute a breach of the Prevention of Corruption Acts, 1889 to 2001 and Prevention of Corruption (Amendment) Act 2010; or
- (c) canvasses any of the persons referred to in paragraph (a) in connection with the Services; or
- (d) contacts any officer or employee of SI prior to the contract being awarded about any aspect of the Services in a manner not permitted by this RFP (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the applicant of such officer for the purpose of the Services), may be disqualified (without prejudice to any other civil remedies available to SI and without prejudice to any criminal liability which such conduct by an applicant may attract).

Where the applicant has an existing relationship with SI or its employees, the applicant is advised that any discussions, correspondence, or their influences on the application process may be treated as canvassing and dealt with accordingly.

2.18 Non-collusion

Any applicant who, in connection with the Services:

- (a) adjusts the terms of his application by or in accordance with any contract or arrangement with any other service provider (other than a member of its own consortium); or
- (b) enters into any contract or arrangement with any other service provider that he shall refrain from applying to be appointed to the Panel or, if appointed to the Panel, as to the amount or terms of any tender in relation to a Call-off Contract; 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 applicant or other service provider of the terms of a rival application or the amount or approximate amount or terms of any rival tender in respect of a Call-off Contract: or
- (d) canvasses any of the other applicants in connection with the Services; 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 Application; or
- (f) communicates to any person other than SI the amount or approximate amount or terms of his proposed application (except where such disclosure is made in confidence and is necessary for the preparation of the application),

shall be disqualified (without prejudice to any other civil remedies available to SI and without prejudice to any criminal liability which such conduct by an applicant may attract).

The applicant's particular attention is drawn to the application of the Competition and Consumer Protection Act 2014 which makes it a criminal offence for tenderers to collude on rates or terms in a public tendering procedure. Please note that, should SI become aware of direct or indirect communications (through trade associations or otherwise) between applicants relating to the contract, or which might facilitate price collusion, it is the policy of SI to disqualify such applicant(s) and to notify the matter to the Competition Authority with the recommendation that action be taken against such Applicants.

2.19 Evaluation of Applications

All qualifying applications received that have passed the preliminary checks will be evaluated against the minimum qualification criteria for the particular Lot(s) applied for as set out in Section 4 of this RFP. Applications that meet the minimum qualification criteria for a particular Lot will be appointed to the Panel.

2.20 Notification of outcome

Applicants will be informed by email of the outcome of the evaluation following its completion.

2.21 Panel Terms and Conditions

Successful applicants will be required to enter into the Panel Terms and Conditions appended at Schedule 1 hereto. No material amendments to the Panel Terms and Conditions will be accepted or negotiated.

2.22 Guarantee of Work

The appointment of an applicant onto the Panel does not constitute a commitment or guarantee from SI to procure any services from that service provider. Services will only be procured from an appointed service provider in accordance with the drawdown mechanism prescribed in the Panel Terms and Conditions.

2.23 Payment

SI operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012.

SECTION 3 – SCOPE OF THE SERVICES REQUIRED UNDER THE PANEL

SI proposes to engage in a competitive process for the establishment of various panels from which it will source High Performance Sport Support service providers for the provision of High Performance Sport services to SI and its clients. The panels are as follows:

- Lot 1: High Performance Sports Medicine
- Lot 2: High Performance Sports Physiotherapy
- Lot 3: High Performance Sport Performance Analysis
- Lot 4: High Performance Sport Physiology
- Lot 5: High Performance Sport Performance Psychology
- Lot 6: High Performance Sport Clinical Psychology
- Lot 7: High Performance Sports Nutrition
- Lot 8: High Performance Sports Strength and Conditioning
- Lot 9: High Performance Sport Life Skills and Individual Performance Planning
- Lot 10: High Performance Sport Coach Development
- Lot 11: Athletic Training and Therapy
- Lot 12: Soft Tissue Therapy

Applicants may apply for one, some or all lots.

3.1 Numbers Admitted to the Panel

There will be no restrictions to the number of applicants who can qualify for each of the panels.

3.2 Duration of the Panel

The duration of each of the panels will be for two (2) years with the option to extend each panel for further periods of one (1) year subject to a maximum of four (4) years, subject to satisfactory reviews of performance.

For the avoidance of doubt, SI confirms that the period of any contracts awarded under the panels may extend beyond the date of expiry of the panel.

Please note that while each of the Panels will operate for a maximum period of four (4) years, they will be advertised annually.

3.3 Estimated Value of the Panels

The estimated total value of the any purchases pursuant to the panels combined is in the region of €750,000 over the maximum lifetime of the panels. It is emphasised, however, that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the panels.

3.4 Awarding Contracts under the Panels

In the case of these multi-party panel contracts will be awarded under each panel as follows:

SI will consult five (5) of the members of the relevant panel(s) and pick the most appropriate members on the basis of the following criteria:

- Sport sector and discipline within that sector e.g. Athletics – sprint, marathon, hurdles etc.
- Fit of individuals to the requirement
- Availability to meet delivery time

SI will run a mini-tender between these five (5) applicants and make an award of contract to the successful applicant under the mini-tender competition.

SI reserves the right to award work under the panels on foot of a mini tender competition between all panel members.

3.5 Use of the Panels

SI will use these panels as and when requirements within their scope arises. However, there is no obligation upon SI to make use of any of the panels.

3.6 Detailed Specification of Requirements

For opportunities that may become available SI wishes to admit a number of High Performance Sport service providers to a panel under each of the following lots:

- Lot 1: High Performance Sports Medicine
- Lot 2: High Performance Sports Physiotherapy
- Lot 3: High Performance Sport Performance Analysis
- Lot 4: High Performance Sport Physiology
- Lot 5: High Performance Sport Performance Psychology
- Lot 6: High Performance Sport Clinical Psychology
- Lot 7: High Performance Sports Nutrition
- Lot 8: High Performance Sports Strength and Conditioning
- Lot 9: High Performance Sport Life Skills and Individual Performance Planning
- Lot 10: High Performance Sport Coach Development
- Lot 11: Athletic Training and Therapy
- Lot 12: Soft Tissue Therapy

Under each of these Lots, a successful applicant may be required to provide the following Services:

- Deliver services at Institute multidisciplinary clinics based in three primary locations, (IIS Building, National Sports Campus, The National Rowing Centre, Cork and the University of Limerick) and as required at other designated sites in Ireland.

- Deliver sport-specific support programmes at training camps and competitions both within Ireland and abroad.
- Deliver education and development programmes for the high performance sport community through programmes of workshops and individual mentoring

In addition, all service providers will be expected to:

- Collaborate with other professionals to deliver expert multi-disciplinary support services
- Provide support to high performance sport directors to achieve their strategic objectives, and to coaches from a range of high performance sports
- Provide administration necessary to implement the service and liaise with other SI units

The Service Provider must use their own work process and resources when supplying the Services.

3.6.1 Range of Services Required

Within the Services identified above, SI requires flexibility and adaptability on behalf of the Service Provider to allow for changes in the nature of the service provision as SI organisation develops and adapts to internal and external factors.

3.6.2 Functional Competences / Qualifications of Panel Members

All panel members will be required to have at a minimum:

- A relevant qualification,
- where necessary have membership of and/or be registered with a competent authority; and
- 3 years / 200 days / 1500 hours' experience working in high performance sport.

The response document for each Lot sets out the specific minimum requirements for that Lot. Applicants must complete the relevant response document.

3.7 Conditions of Service Delivery

SI requires a flexible and responsive service from its service providers. In general, the following response times are expected:

Task	Expected Response Time
Acknowledge e-mail/phone call	Same business day
Respond to straightforward queries	3 working days
Facilitate meeting request	3 working days
Respond to complex queries	5-10 working days

In relation to meetings, the Service Provider should note that for the most part, meetings will be held at Sport Ireland Institute, IIS Building, National Sports Campus, Dublin 15. Under the contract, travel and subsistence expenses, including travel expenses from the Services Provider premises to Sport Ireland Institute in Blanchardstown will not be paid. Invoices must reflect days of work completed and timesheets must be maintained and produced upon request by SI. Applicants will be required to complete the form at section A12 of the Qualification Questionnaire in the response document.

3.8 Account Management

The Service Provider is required to nominate an account partner for the entire service who will act as an initial point of contact for any new piece of work. Their duties will include:

- Overall responsibility for a good working relationship with SI;
- Be familiar, at a high level, with the scope and volume of SI's general workload and be aware of any key matters;
- Meet as required with the Director of Sport Ireland to review the relationship and examine performance;
- Deal with disputes, complaints, or concerns which may arise;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Provide written reports in relation to the provision of Services as are from time to time required by SI; and
- Proactively discuss with SI innovative ways of improving the way your firm works with SI.

Service Providers must ensure that their daily rates are inclusive of any account management activities as SI will not pay for the time spent by the account partner on relationship management activities.

3.9 Review of Supplier Performance

Monitoring of performance will be an essential feature of work awarded under the Panels. High Performance Sport service providers will be continually monitored for the duration of the panels.

Poor performance will be identified and raised with individuals and may result in termination of a contract. Persistent poor performance may result in the applicant being removed from the relevant Panel. This will not be done without dialogue between the parties involved.