



**Terms of Reference**  
*for Development of a*  
**Centralised Corporate Services Department**



**Introduction**

Include Youth, VOYPIC (Voice of Young People in Care) and MACS (Mulholland Aftercare Services) have developed strong linkages over the last fifteen years. This has enabled us to deliver projects together, share best practice and enhance the delivery of our individual services.

We aim to capitalise on our existing relationship by developing a Centralised Corporate Services Department to assist in the administration of all three organisations, maximising our effectiveness and adding to our sustainability.

There are many benefits from the joined up delivery of services but the practicalities of how the service could be implemented require further testing. To enable us to ensure that this is the correct decision to implement across all three organisations, that its implementation is planned in advance and that it is economically viable we are proposing to undertake a Feasibility Study. The Feasibility Study will enable us to thoroughly test the proposal and come to an informed decision in relation to the development of the Centralised Corporate Services Department.

**Background**

Include Youth, VOYPIC and MACS each have a different remit in their work with young people. The services they provide are complementary to each other.

**Include Youth** is a not for profit organisation that actively promotes the rights, best interests of and best practice with young people in need or at risk.

The organisation was established in May 1979 as the NI Intermediate Treatment Association (NIITA) in anticipation of the publication of the Report of the Children and Young Person’s Review group, the “Black Report”. The Association (then and

## Include Youth-VOYPIC-Mulholland After Care Services

### Terms of Reference for Development of a Centralised Corporate Services Department

now) advocates for the introduction of policies and services for children and young people which would reduce the need for care or custody.

Include Youth is an independent organisation that actively promotes the best interests of and best practice with young people in need or at risk. This is achieved through the development and promotion of resources, the provision of training, information, support of practitioners and organisations and direct work with young people. Include Youth also undertakes activities which attempt to influence public policy and public opinion concerning young people. All of the work undertaken by the organisation is based on internationally recognised children's rights principles.

**VOYPIC** is an independent regional children's charity that seeks to empower and enable children and young people with an experience of care to participate fully in decisions affecting their lives. We aim to improve their life chances by listening and learning from what children and young people tell us about their experience of care to facilitate positive change in legislation, policy and practice. We work in partnership with children, young people, staff, managers, agencies and government.

VOYPIC was established in February 1996 as a Company Limited by Guarantee following a Forum, with membership drawn from the Voluntary Sector and Statutory Social Services, explored how to develop and support a young people led organisation for care experienced children and young people.

After a period of review and consultation, VOYPIC re-structured in 2002. Five dedicated programmes: Advocacy, Mentoring, Participation, Policy and Research became operational. The personnel increased to 34 full time / part-time staff and 90 volunteers in 2008.

**MACS** was established in 1990 to provide a range of services for vulnerable young people aged 16-25 years.

The Housing Service (1990) is funded in partnership with NIHE, Supporting People and Belfast and South Eastern Trusts. It provides supported accommodation to young people leaving care to enable them to make the transition to interdependence and their own tenancy.

MACS Mentoring (2000) is funded through a variety of sources both statutory and charitable. The service works together with volunteers and young people to enable them 'to realise their potential' and to nurture their dreams and aspirations.

The Floating Support Service (2003) is funded through the Housing Executive's Supporting People programme. It offers flexible, person-centred, holistic services to vulnerable or at risk young people to enable them to maintain interdependent living in the community.

## SECTION 1: The Terms of Reference

### The Concept

We each operate a series of administrative and organisational departments and we feel that there is significant potential to develop a Centralised Corporate Services Department to administer the three organisations. We believe this would increase our effectiveness, give us increased access to more expertise and provide better value for money.

We have reviewed the benefits for each of our organisations and we all aspire to similar requirements. We believe that a number of services can be delivered via this Department as follows:

- Finance;
- Human Resources;
- IT;
- Fundraising; and
- Health & Safety

We feel that there are other potential positive benefits from developing a Centralised Corporate Services Department as follows:

- Collaboration opportunities;
- Joint tendering;
- Buying power; and
- Sharing of premises.

These are only some of the potential services and the Feasibility Study would seek to clearly establish the synergy of services that we can share across our three organisations.

Each organisation has a different level of support across these areas. We believe that the benefits of the Centralised Corporate Services Department are as follows:

- Improved systems (financial, Human Resources and IT);
- Increased access to expertise within each service area;
- Increased fundraising / income opportunities;
- Greater efficiency;
- Greater sustainability and ability to operate in a more business focused environment;
- A holistic approach to meeting the needs of at risk and care experienced young people;
- Enhanced ability to deliver support to our service users; and

- Provide a model of best practice and be leaders in the field for innovative delivery of services.

However, this is a challenging proposal. We need to know if it will work, how it will work, the legal requirements / format, the impact it will have on each organisation and the costs of running this new Department.

We are aware that it could impact on the current staffing levels within each organisation; require more joined up working; compromise; and commitment.

However, we fully believe that the Centralised Corporate Services Department has the ability to make us stronger and more competitive within the sector. The completion of the Feasibility Study will enable us to commit to taking its development forward.

## Tender Brief

The aim of the assignment is to complete a comprehensive feasibility study of the Corporate Service Department proposal and provide recommendations to its success, operational format and costs.

The objectives of the assignment are as follows:

- Critically analyse the overall proposal and its feasibility;
- Analyse best practice from other organisations / areas;
- Assess the viability and economic standing of each organisation to participate in the Department;
- Assess the range of potential options that the Department could provide and propose alternate models and the preferred option (including legal structures);
- Assess the cultural readiness of each organisation;
- Identify the potential changes required within each individual organisation and the impact that will have on each i.e. organisationally, staffing;
- Assess risks and constraints in terms of identifying factors that could affect success;
- Outline the management and operational requirements to run the Department;
- Cost the Department, examine its value for money and identify funding sources;
- Identify the timescales required to development the Department;
- Prepare a written report on all findings with clear conclusions and recommendations, including proposed Organisational Charts;
- Provide staged feedback on the assignment to the Client, the Departments and others as deemed appropriate by the Client; and
- Maintain regular contact with the Client and keep them apprised of progress.

## Insurances

The successful tenderer must provide evidence of insurance cover before commencement of the contract as follows:

- Professional Indemnity cover of at least £500,000 (insurance must remain in place for a minimum of 6 years after the assignment has been completed)
- Public Liability; and
- Employer's Liability (if applicable).

## Evaluation of Tenders

This contract will be evaluated using a three-stage process. Representatives from Include Youth, VOYPIC and MACS will take part in all three stages. Our nominated manager for the Tender Process (Wendy Robinson, WJR Consulting) will also take part in all three stages in an advisory capacity.

### Stage 1: Desk Analysis Mandatory Exclusion Requirements

Criteria	Weighting
Compliance with Format of Proposal	YES/NO
Economic and Financial Standing	YES/NO
Assignment Costs within Budget	YES/NO

*Applicants must satisfactorily complete all of the sections above to proceed to the next stage of the assessment.*

### Stage 2: Technical Capacity Assessment

The next stage of the evaluation is to ascertain those organisations best qualified to fulfil this contract. The criteria which will be used to assess the tenders will be as follows:

Criteria	Weighting %
Previous Contract Experience	60
Experience and Qualifications of Team	40
<b>TOTAL</b>	<b>100</b>

### Stage 3: Presentations

It is envisaged that following the Technical Capacity Evaluation, three to five of the highest scoring tenderers will be invited to present their proposal to a panel who will ask questions about their tender. At this stage references will be sought from the clients detailed within your tender submission.

Appointment of the successful tenderer will be made subject to the receipt of satisfactory references.

The evaluation criteria which will be used to ensure the tenderer outlining best value will be chosen:

Criteria	Weighting %
Company and Team Experience	40
Cost	30
Methodology	20
Presentation Content	10
<b>TOTAL</b>	<b>100</b>

### Timetable for Tendering

The deadline for receipt of tenders is 7<sup>th</sup> October 2009 at 1:00pm. Please note 4 bound copies of your Tender must be submitted.

Tenderers who do not pass the Stage 1 or Stage 2 Evaluation Process will be notified the week beginning 12<sup>th</sup> October 2009.

It is expected that those tenderers progressing to the Stage 3 Evaluation Process will be invited to present their proposals on 21<sup>st</sup> October 2009.

Post the Presentation Stage we envisage that the successful / non-successful applicants will receive notification the week commencing 26<sup>th</sup> October 2009.

### Budget and Payment Schedule

The total budget for the assignment is £15,000 inclusive of VAT and all expenses. The Feasibility Objectives must be met within this budget. Tendering organisations must clearly outline how the assignment will be completed within budget.

The Client is not required to accept the lowest or any quotation. The contract will be awarded to the organisation, which is best able to meet the services requested and can provide evidence of a range of experience and value for money.

A payment schedule will be agreed with the successful tender based on key reporting stages. Please note that 20% of the budget will be held back until completion of the assignment i.e. completion of the final report and its Presentation to the Client.

### Timetable for Delivery of Assignment

The timescale for delivery of the assignment is between 26<sup>th</sup> October 2009 and 12<sup>th</sup> February 2010.

## Format of Proposal

The following information is required as part of the Tender Submission for the above assignment:

<b>Organisation Details:</b>	<ul style="list-style-type: none"> <li>■ Name of Company, Address, Telephone Number, E-mail Address</li> <li>■ Name of main contact for this assignment</li> </ul>
<b>Understanding of the Terms of Reference:</b>	<ul style="list-style-type: none"> <li>■ Outline of the organisation's understanding of the requirements</li> </ul>
<b>Methodology:</b>	<ul style="list-style-type: none"> <li>■ Proposed methodology for undertaking the assignment</li> <li>■ Outline how the methodology / proposal meets the objectives set for the assignment</li> <li>■ Outline of how the assignment can be fully completed within the agreed budget and timescale</li> </ul>
<b>Organisation and Team Experience:</b>	<ul style="list-style-type: none"> <li>■ Overview of organisational experience in delivering similar assignments</li> <li>■ The personnel who will be involved in the assignment, with pen portraits / details of relevant experience and proposed responsibilities</li> <li>■ Detailed CVs should be included in the Appendices</li> </ul>
<b>Costs for the Assignment:</b>	<ul style="list-style-type: none"> <li>■ The fees associated with delivering the assignment, VAT and the total assignment costs should be clearly identified</li> <li>■ In addition the total number of day/hours allocated to each team member and associated expenses should be identified against each assignment output</li> </ul>
<b>Timescale for the Assignment:</b>	<ul style="list-style-type: none"> <li>■ The proposed timescale to complete the assignment</li> </ul>
<b>Management and Reporting Structures:</b>	<ul style="list-style-type: none"> <li>■ An outline of how the tendering organisation will report to Include Youth, VOYPIC, MACS and the three Departments and our nominated manager for the Tender process</li> <li>■ Outline of clear milestones and reporting timescales</li> </ul>
<b>References:</b>	<ul style="list-style-type: none"> <li>■ Organisations must provide two references from organisations previously worked with i.e. organisational name, contact person, telephone number and website. The Client reserves the right to contact named referees for verification purposes</li> </ul>
<b>Economic &amp; Financial Standing</b>	<ul style="list-style-type: none"> <li>■ You must provide copies of your Public Liability, Employer's Liability (if applicable) and Professional Indemnity Insurance Certificates with this application or confirmation letters including details of the relevant excesses that apply to each policy</li> <li>■ Please provide a letter/ reference from your bank confirming your current financial standing</li> </ul>
<b>Agreement to Conditions of Contract</b>	<ul style="list-style-type: none"> <li>■ Please sign and return the Conditions of Contract Form to verify your agreement to all contractual requirements</li> </ul>

General &  
Queries:

- The main proposal must not exceed 30 pages (single sided). Additional supporting information may also be enclosed as Appendices (over and above the main proposal document)
- All prices must be in pounds sterling. VAT should be represented as a separate figure based on the total costs of the assignment
- All submissions must be in the English language
- The Client cannot accept responsibility for postal or delivery delays. Late tenders will not be considered
- Tenderers are not entitled to claim any costs or expenses which may be incurred in preparing their tender, whether successful or not
- Four copies of your tender must be received no later than Wednesday 7<sup>th</sup> October 2009 at 1pm and sent / delivered to:  
  
Wendy Robinson  
WJR Consulting  
The Mount  
2 Woodstock Link  
Belfast  
BT6 8DD
- Tenders must be submitted in accordance with these instructions.

## Contact Information

Given the nature of this assignment i.e. falling across three organisations and three Departments we have secured the services of an independent consultant to manage the process on our behalf, Wendy Robinson, WJR Consulting.

All queries should be addressed to her via email as follows:

Wendy Robinson  
WJR Consulting

E: [wendy@wjrconsulting.co.uk](mailto:wendy@wjrconsulting.co.uk)

T: (028) 9045 9998

F: (028) 9095 0809

## **SECTION 2: Conditions of Contract**

### **General Contract Conditions**

#### **CLARIFICATION**

Before submitting a tender, tenderers should seek to clarify any points of doubt or difficulty with the Contact listed above. For this purpose, contact should be made by email, in the first instance, with the relevant person. If e-mail is not available, telephone the relevant member person. Should there be any matters of principle or remaining doubt or difficulty which tenderers consider are not adequately covered in the tender documents, details of these matters should be submitted in writing. Any points that require clarification must be received five (5) working days before the tender return date and time.

#### **WRITTEN ACCEPTANCE**

Acceptance by the Client will only be made by written instruction to the successful Contractor.

#### **RIGHT TO ISSUE FURTHER INSTRUCTIONS**

During the tendering period, the Client reserves the right to make changes to the Contract Documentation, which changes shall be accepted by the tenderer without reservation.

#### **PREPARATION OF TENDER**

It is the responsibility of prospective tenderers to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tenders.

#### **OWNERSHIP OF TENDER DOCUMENTS**

The attached documents are, and shall remain the property of the Client and shall be returned with the tender. If no tender is to be submitted, the documents shall be returned pursuant to the Client's Invitation to Tender.

#### **SIGNING OF DOCUMENTS**

All documents requiring a signature shall be signed:

- Where the tenderer is an individual, by that individual;
- Where the tenderer is a partnership, by one of the duly authorised partners; or
- Where the tenderer is a company, by one of the Directors of the company, such persons being duly authorised for that purpose.

## OPENING OF TENDERS

Tenders will be opened on Wednesday 7<sup>th</sup> October 2009 @ 3pm. Tenderers, or any representatives thereof, will not be permitted to be present when the tenders are opened.

## CURRENCY OF TENDERS

All prices shall be tendered in pounds sterling.

## RETURN OF SPECIFIED SUPPLEMENTARY DOCUMENTS

Failure to return all specified supplementary documentation by the tender return date, or such subsequent date as may be prescribed, may result in the tender being rejected.

## COPYRIGHT

The copyright of all text and other materials produced by the successful Company shall remain with the Client.

## CONFIDENTIALITY

Each Party:-

- shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Client under or in connection with the Contract:-

- is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;
- is treated as confidential and not disclosed (without prior Client approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract;

The Contractor shall ensure that Staff or its professional advisors or consultants are aware of the Contractor's Confidentiality obligations under this Contract.

The Contractor shall not use any Confidential Information it receives from the Client otherwise than for the purposes of the Contract.

Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

In the event that the Contractor fails to comply with this the Confidentiality Requirements, the Client reserves the right to terminate the Contract by notice in writing with immediate effect.

## **LAW**

The Contract shall be governed by and interpreted in accordance with Northern Ireland and shall be subject to the jurisdiction of the Courts of Northern Ireland.

## **ALTERATION OF REQUIREMENT**

The Client reserves the right to alter the requirements of the Contract, as detailed in the Specification, should this at any time become necessary. In the event of any alteration of the contractual requirement, payment under the Contract shall be subject to fair and reasonable adjustment to be agreed between the Client and the Contractor and recorded in writing.

## **DUTY OF CARE**

The Contractor shall perform the Services with all reasonable skill, care and diligence and in accordance with all relevant legislative and statutory requirements.

## **CONTRACTOR'S PERFORMANCE**

The Contractor shall properly manage and monitor performance of the Services and immediately inform the Contract Manager if any aspect of the Contract is not being or is unable to be performed.

The Contractor shall provide all the necessary facilities, materials and any other equipment, and personnel of appropriate qualifications and experience to undertake the Services. All personnel deployed on work relating to the Contract shall have appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Client. If the Client gives the Contractor notice that any person is to be removed from involvement in the Services, the Contractor shall take immediate steps to comply with such notice. The decision of the Client regarding the Contractor's personnel shall be final and conclusive.

The Contractor shall:-

- give the Client, if so requested, full particulars of all persons who are or may be at any time employed on the Contract;

- comply with any rules, regulations and any safety and security instructions from the Client, including completion of any additional clearance procedures required by the Client

The Contractor shall exercise due care and propriety when dealing with third parties in connection with the Contract and ensure that no commitments are entered into (unless expressly required under the Contract), without the Client's prior written consent.

Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Client and the Contractor.

### **THE FAIR EMPLOYMENT AND TREATMENT (NI) ORDER 1998**

The Contractor shall not be an unqualified person for the purposes of Section 64 to 66 of the fair Employment and Treatment (NI) Order 1998.

The Contractor shall not sub-contract any Services or Work to an unqualified person for the purposes of Section 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.

### **DISCLOSURE OF INFORMATION**

The Client reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.

The Contractor shall not disclose the Contract or any provision thereof or any information resulting from, in connection with, or during the course of, the Contract, to any person unless it is strictly necessary for the performance of the Contract, and authorised in writing by the Client. The Contractor shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure. This Condition does not apply in relation to information (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality (b) which is or becomes known from other sources without breach of any restriction on disclosure or (c) which is required to be disclosed by law or any professional or regulatory obligation.

Subject to the Conditions above, the Contractor shall ensure that information about the Contract, or arising from or connected with the Contract:-

- is divulged only to the minimum number of persons;
- is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Contract and that such persons do not further divulge such information; and
- is properly safeguarded.

Subject to the retention of proper professional records, the Contractor shall, on written request from the Client, return all documents containing any part of the Work

carried out by the Contractor, including but not limited to, documents stored electronically.

The Contractor shall ensure that any contract with:-

- any employee of his, and
- any contractor of his engaged in any way in connection with the Contract, contains a condition requiring that person to keep all information in relation to the Contract and its performance confidential, and shall draw their attention to these conditions in this section.

No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with prior written permission of the Client, to whom any press or other enquiry or any such matter should be referred. This Condition does not apply in relation to information (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality (b) which is or becomes known from other sources without breach of any restriction on disclosure or (c) which is required to be disclosed by law or any professional or regulatory obligation.

The Contractor shall not, in connection with the Contract, communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by the Client.

Except with the consent in writing of the Client the Contractor shall not make use of the Contract or any information issued or furnished by or on behalf of the Client otherwise than for the purpose of the Contract.

The decision of the Client regarding anything in this Condition shall be final and conclusive.

## **DISCRIMINATION AND EQUAL OPPORTUNITIES**

The Contractor shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular, the Employment (Northern Ireland) Order 2002, the Fair Employment and Treatment (Northern Ireland) Order 1998, the Sex Discrimination (Northern Ireland) Order 1976 and 1988, the Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003, the Equal Pay Act (Northern Ireland) 1970, the Disability Discrimination Act 1995, the Race Relations (Northern Ireland) Order 1997, the Employment Relations (Northern Ireland) Order 1999 and the Employment Rights (Northern Ireland) Order 1996 and shall use the best endeavours to ensure that all employment policies and practices and in the delivery of the services required under this agreement, the Contractor will have due regard to the need to promote equality of treatment and opportunity between: -

- a. Persons of different religious beliefs or political opinions;
- b. Men and women or married and unmarried persons;

- c. Persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave);
- d. Persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);
- e. Persons with and without a disability (within the meaning of the Disability Discrimination Act 1995);
- f. Persons of different ages; and
- g. Persons of differing sexual orientation.

The Contractor shall also take all reasonable steps to ensure the observance of the provisions of the above by all servants, agents, employees, consultants and sub-contractors of the Contractor.

### UNSATISFACTORY PERFORMANCE

Where in the opinion of the Client the Contractor has failed to perform the whole or any part of the Services, with the standard of skill, care and diligence which a competent and suitably qualified person performing the same Services could reasonably be expected to exercise, or in accordance with the Contract (including the Specification), the Client may give the Contractor a notice specifying the way in which his performance falls short of the requirements of the Contract, or is otherwise unsatisfactory.

Where the Contractor has been notified of a failure in accordance with this Condition the Client may:

- request from the Contractor that, at his own expense and as specified by the Client, he re-schedules and performs the Services to the Client's satisfaction within such period as may be specified by the Client in the notice, including where necessary, the correction or re-execution of any Services already carried out; or
- withhold or reduce payments to the Contractor, in such amount as the Client deems appropriate in each particular case.

### TERMINATION OF THE CONTRACT

Without prejudice to any other power of termination, the Client may terminate the Contract without notice, for any of the following reasons:-

- the breach by the Contractor of any of Conditions of the Contract, or any other material breach of contract;
- the failure by the Contractor to comply with a notice given under Condition - Unsatisfactory Performance within 14 days from the date of the notice;
- the Contractor ceases or proposes to cease to carry on his business;
- there is a change of control, and the Client has not agreed in advance in writing to the particular change of control, save that in this event the Client shall give one month's notice in writing to the Contractor.



**Terms of Reference**  
*for Development of a*  
**Centralised Corporate Services Department**



**DECLARATION OF ACCEPTANCE TO THE CLIENT'S  
CONTRACT CONDITIONS**

I/We the undersigned declare our acceptance of the Contract Specification, Terms and Conditions as stated within Sections 1 & 2 of this tender document.

<b>SIGNED:</b>	<input type="text"/>	<b>NAME:</b>	<input type="text"/>
<b>POSITION:</b>	<input type="text"/>	<b>COMPANY:</b>	<input type="text"/>
<b>ADDRESS:</b>	<input type="text"/>		
<b>TEL NO:</b>	<input type="text"/>	<b>FAX NO:</b>	<input type="text"/>
<b>MOBILE NO:</b>	<input type="text"/>	<b>WEB:</b>	<input type="text"/>
<b>EMAIL:</b>	<input type="text"/>	<b>DATED:</b>	<input type="text"/>