



Contract for Services

Contract for Coordinator of Beyond Limits Youth Advisors Group on behalf of the Ombudsman for Children's Office

9th November 2021

Publication date: 9th November 2021

Closing date for submission: 30th November

1. Introduction

1.1. Ombudsman for Children's Office

The Ombudsman for Children's Office (OCO) is an independent statutory body, which was established in 2004 under primary legislation, the Ombudsman for Children Act 2002. The Ombudsman for Children has two overall statutory functions:

- to deal with complaints made by or for children and young people about the administrative actions of public bodies that have, or may have, adversely affected a child;
- to promote the rights and welfare of children and young people under 18 years of age living in Ireland.

The Ombudsman for Children is independent and directly accountable to the Oireachtas in relation to the exercise of these statutory functions.

The OCO is commissioning this project in accordance with:

- section 7(2)(a) of the 2002 Act, which provides that the Ombudsman for Children may shall establish structures to consult regularly with groups of children that he or she considers to be representative of children for the purposes of his or her functions;
- one of the OCO's strategic priorities, which is to pursue the progressive realisation of rights of vulnerable children and young people, particularly those with disabilities.

Further information about the OCO and our work is available at www.oco.ie.

1.2 Beyond Limits

Beyond Limits; Empowering Young People with Disabilities, was an event first run by the OCO in 2019. Almost 1,000 people travelled to Croke Park, Dublin for the first large-scale fully accessible event created for children with disabilities.

Beyond Limits is an opportunity for children and young people with disabilities to talk about the issues important to them, to hear from other people with disabilities about their experiences and achievements, and to learn about technology or services available to children with disabilities.

Beyond Limits was the culmination of over 12 months of work. Children were involved with naming the event and contributed to the theme.

In 2019 speakers included Mark Pollock, Paralympians Micheal McKillop and Ellen Keane, Disability Rights Activists Joanne O'Riordan, Adam Harris, and Lousie Bruton.

We also worked with the National Youth Orchestra Ireland to create a collaborative piece with children of various abilities that include the Bluestacks Choir, Donegal and St Paul's Special Needs School, Mallow, Co. Cork.

Beyond Limits is not just a one day event. We want to generate a conversation about disability and how it affects young people in Ireland. We want to show others how they can include children with

disabilities on a large scale and we want to leave behind a lasting legacy that promotes inclusion on all levels.

More information on Beyond Limits is available here <https://www.oco.ie/beyond-limits/>

1.3. Requirements

The Ombudsman for Children's Office is seeking a person/organisation who can work with us to support, coordinate, resource and facilitate the Beyond Limits Youth Advisors Group. This group will be made up of eight young people with various disabilities.

The BL Youth Advisors will be vital in organising Beyond Limits 2022. It is important that this event is designed with the needs of young people in mind, and that the content is informed by what young people themselves want to see, experience and learn about.

The BL Youth Advisors Group will be recruited by the OCO. Children aged between 13 and 17 years old will be invited to take part.

Parents, guardians or carers will be welcome to attend to assist with their participation but parents/guardians will not be able to speak on behalf of children.

The BL Youth Advisor Group will be established for a period of ten months beginning in January 2022 and dissolving in October after Beyond Limits 2022. It is expected that 10-12 meetings will take place during this time. Meetings will last 1.5 hours in total. These meetings will most likely take place on Saturdays to accommodate children's availability. Meetings will take place via Zoom with the option of one or two face to face meetings if this works for the members of the group. The agenda of each meeting will be determined by the OCO Working Group who are overseeing organising the event and agreed with the BL Youth Advisors. One to one separate calls or meetings with young people may be required to ensure that each young person has an equal opportunity to take part and have their views heard.

Essential Criteria

The following experience and skills will be required:

- Experience of working directly with children with disabilities
- A proven ability to adapt materials for and to communicate with children with various levels of needs
- Facilitation skills relevant to this group of children and their families

Tasks Involved

The successful candidate/organisation will be expected to

- Prepare all materials, arrange meetings, liaise directly with young people and their families.
- Prepare minutes and updates of each meeting for the OCO Working Group.
- Attend and facilitate all meetings.
- Prepare a final summary report of the views of the young people, which should include their review of how the group worked.

This work will be supported by the OCO Communications unit.

It should be noted that this work will require some weekend and evening work.

Anticipated Days Required

It is anticipated that this work will require up to 22 days of support.

Data Processing

It should be noted that in the context of this work you will be acting as a Data Processor for the OCO. As such, you should have appropriate arrangements in place for the secure storage, processing and transferring of any data arising from this work.

1.4. Further information and query handling

All requests for clarification should be submitted to ocotenders@oco.ie and be clearly marked “**BL Youth Advisors Query**”. These must be received by **15th November**. A written response to all requests for clarification received on or before this date will be sent within 5 working days. The OCO may, in our absolute discretion, respond to requests for clarification received after the deadline for clarification.

1.5. Ownership and publication of outputs

Ownership of reports and other outputs produced under this contract rests with the OCO as the commissioning body.

Interested individuals/organisations should also note that decision-making on whether or not to publish any report(s) and other output(s) produced under this contract will rest with the OCO.

1.6. Garda clearance and vetting

As this work will involve qualitative direct engagement with children and young people, all applicants must indicate whether or not the person(s) who will carry out the research has Garda clearance to work with children and young people and confirm that they agree to Garda vetting by the OCO if required.

In the event of any disclosures of a child protection nature to the successful applicant in the context of conducting this work, they must act in accordance with child protection guidance and requirements. Arrangements in this regard will be agreed at the beginning of the contract.

1.7. Timescale

As indicated at 1.4. above, all requests for clarification must be received by **16th November**

The deadline for receipt is **30th November**.

It is anticipated that the work will begin in January 2022.

2. Required Format for Submissions

2.1. General Information

Responses to this invitation to document must include the following general information:

- individual/organisation name and the name, address, email address and telephone number of the person responsible for this project;
- name of staff member(s) who will be involved in this project;
- name and contact details for any third party involved.

2.2 Individuals/Organisations who wish to apply for this contract should provide a brief proposal, including the following:

- relevant professional experience, detailing specific experience of working with, and consulting with children with disabilities;
- knowledge of international children's rights standards which are relevant and related this project and in particular those relating to the right of the child to be heard and the rights of children with disabilities;
- arrangements for the secure storage, processing and transfer of data collected;
- a statement of availability in the period required.

2.3 Garda clearance

The document must include:

- a) clarification as regards whether or not the individual/organisation has Garda clearance to work with children and young people, and
- b) confirmation that the person(s) concerned will agree to Garda vetting.

2.4 Costs

The per diem rate indicated on the application shall apply.

The total cost of undertaking this work should be provided. All costs must be quoted in Euro, exclusive of VAT (any VAT applicable should be indicated separately).

Travel and subsistence costs should be **excluded** from the quoted fee for this work. Such costs will be agreed in advance with the OCO, will be subject to Public Service conditions and paid on a vouched basis.

The Ombudsman for Children's Office will not be responsible for any errors in the calculation of costs provided. It is the responsibility of the applicant to ensure that the costs quoted are correct and calculated properly.

The OCO will not be liable for any costs incurred in the preparation of responses or any associated work effort. It is the responsibility of the applicant to ensure that they are fully aware and understand

the requirements. Applicants will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings.

Any discounts to which the Ombudsman for Children's Office may be entitled must be clearly indicated, including but not limited to:

- Public sector discounts
- Early payment discounts
- Any other discounts

Payment of costs will be on foot of submission of appropriate invoices. Invoicing arrangements will be agreed with following the award of the contract. If applicable, all fees will be subject to Professional Services Withholding Tax currently at a rate of 20%.

3. Selection / award criteria

- previous relevant experience and expertise, as set out in section 2.2. above;
- evidence of ability to manage and deliver similar research in a timely manner; and
- cost effectiveness.

4. General Conditions

Applications should be prepared in English and are subject to the following:

- 4.1 This document shall form part of the contract documents and shall be governed and constructed in accordance with the laws of Ireland. The work carried out shall be deemed to be carried out in Ireland.
- 4.2 The Ombudsman for Children's Office will use its best efforts to hold confidential any information provided subject to their obligation under law, including the Freedom of Information (FOI) Act which came into force on 21 April, 1998. Applicants should indicate what parts of their application are commercially sensitive and which they consider should be kept confidential should an FOI request be received. The Ombudsman for Children's Office will consult with applicants about any such sensitive information before making a decision on any FOI request received. Similarly, the Ombudsman for Children's Office requires that all information provided will be treated in strict confidence. The successful applicant may be required to enter into a confidentiality agreement in respect of any confidential information provided to it.
- 4.3 Applicants should be aware that national legislation applies in other matters such as Official Secrets, Data Protection and Health and Safety.

- 4.4 Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements.
- 4.5 Information supplied will be treated as contractually binding. However, the Ombudsman for Children's Office reserves the right to seek clarification or verification of any such information. Failure to provide a satisfactory response may lead to exclusion from the process. The Ombudsman for Children's Office reserves the right to check all information for accuracy. Statements which are subsequently found to be incorrect or incapable of fulfilment may be found by the Ombudsman for Children's Office as a reason to exclude that applicant from the process. The appropriate course of action to be taken in any event shall be decided by the Ombudsman for Children's Office in its absolute discretion.
- 4.6 Any conflicts of interest must be fully disclosed to the Ombudsman for Children's Office particularly where there is a conflict of interest in relation to any recommendations or proposals put forward.
- 4.7 Before a contract is awarded the successful individual/organisation (and agent, where appropriate) will be required to promptly produce a Tax Clearance Certificate, or in the case of a non-resident, a statement from the Revenue Commissioners confirming suitability on tax grounds. Non-residents should contact the Office of the Revenue Commissioners, Revenue Residence Section, Government Offices, Nenagh, Co. Tipperary. In addition, contractors must retain records of tax reference numbers for any subcontractors where payments exceed €650 (incl. VAT).
- 4.8 Applicants should note that the provisions of Department of Finance Circular 43/2006 apply and the Ombudsman for Children's Office may require sight of Tax Clearance Certificates for any subcontractor where payments exceed €2,600. Forms are attainable from the following address: Office of the Revenue Commissioners, Sarsfield House, Limerick. Where a Tax Clearance Certificate expires within the course of the contract, the Ombudsman for Children's Office 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.
- 4.9 In the event of a group of respondents jointly submitting an acceptable offer, the contract will be awarded by the Ombudsman for Children's Office 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 prime contractor.
- 4.10 The successful applicant shall be responsible for the delivery of all services provided for within the contract on the basis of the costs quoted. Prices quoted cannot be increased during the currency of the contract. Similarly, terms and conditions cannot be altered.
- 4.11 The Ombudsman for Children's Office retains the right to terminate the contract and to withhold payment where a contractor has failed to meet his/her contractual obligations in relation to the delivery of the required services.

- 4.12 The Ombudsman for Children's Office will not be liable in respect of any cost or expenses incurred in the preparation of applications or any associated work effort, including preparing and presenting their proposals.
- 4.13 The Ombudsman for Children's Office reserves the right not to proceed with the procurement process and is not bound to accept the lowest or any submission.
- 4.14 The Ombudsman for Children's Office will have copyright ownership of reports produced under the contract.
- 4.15 Applications must be completed in accordance with the format specified in Section 2.
- 4.16 Applications which are considered to be incomplete will not be evaluated.
- 4.17 Applications must be submitted to ocotenders@oco.ie and clearly marked "**BL Youth Advisors**" by **30th November**. Those delivered after this time will not be accepted. The onus is on the applicant to ensure that its document is delivered by the time and date specified.
- 4.18 In submitting a response, each applicant specifically acknowledges the procedures and disclaimers in this document and agrees to abide by them.