



WELSH ATHLETICS
ATHLETAU CYMRU

REQUEST FOR PROPOSALS

Independent Integrity Unit
for athletics in the UK

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SECTION A – OVERVIEW

1. Introduction

UK Athletics (“UKA”) and the Home Country Athletics Federations (“HCAFs”) are seeking proposals for the establishment of an Independent Integrity Unit (“IIU”), with the intention that it takes over the case management, investigation, and prosecution of all safeguarding and disciplinary cases for athletics in the UK.

Alongside this core service, UKA and the HCAFs (the “NGBs”) are keen that the IIU widens its remit into the ‘duty of care’ for athletes, coaches, officials and volunteers: developing education and training programmes, research, awareness building, and ultimately reducing caseloads through a safer athletics culture in the UK.

The NGBs are seeking an organisation or a consortium that can bring subject expertise, commitment, resource, and a credible track record in one or more of the areas of safeguarding, ethics, integrity in sport to create and then operate the IIU. Once established, the NGBs will transfer cases to the IIU and formally recognise its authority.

This document describes the Request for Proposals (“RFP”) process, requirements, and timetable.

2. Background

UKA and the HCAFs both currently have roles in safeguarding and disciplinary aspects of the sport.

Safeguarding

UK Athletics has been the lead organisation for safeguarding in the sport of athletics and running for over a decade. In 2019, the NGBs commissioned an independent review into safeguarding which was led by Christopher Quinlan QC:

The [Quinlan Review](#) recommendations included a call for a ‘single universally applicable safeguarding policy for athletics in the UK’ and that ‘UKA should take operational responsibility for safeguarding in the sport of athletics in the UK’.

UKA has continued its operational role in line with report’s recommendations, but it has also – as recommended – worked closely with the HCAFs in this area. The HCAFs undertake work with clubs to ensure they are compliant with standards set by the HCAFs i.e. that they have adopted the national safeguarding policies and have a club welfare officer.

Safeguarding cases are managed by UKA pursuant to the [UKA Safeguarding Regulations](#), which set out the procedure for the investigation and prosecution of safeguarding cases by UKA. The Safeguarding Regulations are underpinned by [Codes of Conduct](#) and policies and procedures to protect [Children](#) and [Vulnerable Adults](#) in the sport.

The UKA Safeguarding Team consists of highly skilled and expert practitioners led by a Lead Safeguarding Officer who reports to the General Counsel and the UKA Board.



Disciplinary

Jurisdiction for non-safeguarding disciplinary cases is split between UKA and the HCAFs.

UKA is responsible for [World Class Programme](#) disciplinary matters, and for performance coaches and Level 4-5 officials.

The HCAFs are responsible for disciplinary matters relating to clubs and participants / members, and all other coaches and officials.

There can be joint jurisdiction between UKA and a HCAF, for example where a high level coach or official is also a HCAF member.

Disciplinary cases are managed pursuant to the [UKA Disciplinary Rules and Procedures](#) (“Disciplinary Rules”), which set out the rules and procedures for the investigation and prosecution of non-safeguarding cases. The Disciplinary Rules are underpinned by the [Codes of Conduct](#), breach of which is defined as Misconduct in the Disciplinary Rules.

3. Caseload

The current caseload for the NGBs is:

- Safeguarding – 77 disciplinary investigations have commenced in 2023, of which 20 have gone to a panel hearing
- Disciplinary - 69 disciplinary investigations that have commenced in 2023, of which 20 have gone to a panel hearing

4. A New Approach?

The NGBs believe that a new approach to safeguarding and disciplinary case management through an independent integrity unit has the potential to offer:

- greater consistency in application of policy and process;
- the removal of ambiguities and duplication in roles and responsibilities between UKA and the HCAFs;
- financial efficiencies for the NGBs; and
- the elimination of any perceived or actual conflicts of interest for the NGBs in prosecution of cases

The RFP approach offers the opportunity for the NGBs to enter into meaningful discussions with potential providers of the IIU service, and to test whether the above benefits can be realised. Assuming that the NGBs’ expectations are correct and an affordable solution can be found, the target is for the IIU to be operational from April 2024.



SECTION B – THE SCOPE

1. The case management role of the IIU

The NGBs are seeking proposals for the establishment of the IIU, with the intention that it takes over the case management, investigation, and prosecution of all safeguarding and disciplinary cases for athletics in the UK.

The use of a Request For Proposals (“RFP”) process reflects a desire from the NGBs that respondents use their expertise and experience to help shape the IIU.

However, to provide guidance, this is the current presumption of the NGBs:

- The IIU will be established as an independent legal entity with governance that complies with the Code for Sports Governance.
- The NGBs will transfer their caseload and recognise the IIU as having authority to determine cases on their behalf.
- A Service Level Agreement (“SLA”) will be agreed between the IIU and the NGBs to cover *inter alia*:
 - Service levels expected of the IIU in case management
 - Obligations of the NGBs
 - Funding to be provided by the NGBs
 - Reporting required from the IIU to the NGBs
- The NGBs would retain a key role in setting the ‘guard rails’ within which the IIU would operate, for example in setting out a tariff of sanctions that would apply against specific offences. There would also be an NGB role in deciding to charge a formal case – potentially via a panel comprising representatives from IIU, UKA and the relevant HCAF.
- The NGBs would recognise the IIU’s authority to determine cases once they are raised in the agreed process, then the IIU would be responsible for taking a case through its entire lifecycle i.e.
 - Gathering of evidence
 - Decision making on whether or not to charge
 - Conducting any necessary panel hearings
 - Reaching a decision on the case, and applying the necessary sanctions
 - Conducting and deciding any appeal processes



2. Additional 'duty of care' role of the IIU

Beyond this core case management role, the NGBs are keen that the IIU widens its remit into the 'duty of care' for athletes, coaches, officials, and volunteers. The aim would be to contribute to a safer athletics culture in the UK, and potentially to reduce their own caseload through greater awareness and appreciation of appropriate behaviour in athletics.

The NGBs are looking for creative ideas in this space from bidders, but they anticipate that this duty of care role could include:

- the development of education and training programmes on safeguarding for athletes, coaches, officials, and volunteers to build on the safeguarding training already in place for coaches
- delivery of these programmes (in person and online)
- research into areas relating to safeguarding and ethics in athletics that can contribute to a safer athletics culture in the UK
- Offering duty of care support to all persons engaging with the IIU as part of a case or investigation
- offering pastoral care to athletes as their elite careers come to an end, helping the transition into new careers outside athletics or moves into coaching, officiating, or volunteering roles

3. Staff and budget for the IIU

The NGBs currently employ 11.8 FTE staff in safeguarding and disciplinary casework, and it is anticipated that some would transfer to the IIU pursuant to TUPE.

The total NGB spend on safeguarding and disciplinary casework, including the above staff and their associated on costs, is £540k per annum. Under the new IIU model, the NGBs would still require some of this budget for their ongoing roles in safeguarding with member clubs. The NGBs would not anticipate increasing their financial commitment and would indeed welcome any savings that the IIU might achieve.

There is the potential opportunity for the IIU to raise revenue through associated activity (education and training programmes for instance) which can defray costs further.



SECTION C – PROCESS AND TIMELINES

1. Timeline

UKA, on behalf of the NGBs, have set the following RFP timetable to give the opportunity for potential bidders to have time to understand and discuss the brief. UKA reserve the right to amend the timetable at any time during the proposal process at their sole discretion.

Key Activities	Dates
Issue of RFP	6 October 2023
Notification of intent to submit a proposal, and request a clarification meeting, to be made by email to integrityunit@uka.org.uk	20 October 2023
Optional 30-minute clarification meetings via Teams.	w/c 30 October 2023
Closing date for proposals (submission by 12:00)	10 November 2023
Assessment, clarifications, and shortlisting	w/c 13 November 2023
Meetings with shortlisted bidders	w/c 27 November 2023
Identification of preferred bidder	By 31 December 2023
Negotiation of financial terms, contract, SLA, etc	January – March 2024
Target for transfer of cases and recognition of IIU authority	April 2024

2. Format of Proposals

Please submit proposals in pdf format of no more than 30 pages, to cover:

- Relevant experience and expertise for delivery of the case management function of the IIU
- Proposed lifecycle approach to case management in safeguarding and disciplinary cases
- Your proposed response to the 'duty of care' role
- Initial thoughts on the establishment of the IIU in terms of timelines, corporate structure, governance, and outline SLA terms with the NGBs
- Details of proposed team, including summary biographies
- A financial proposal, setting out the funding requirements from the NGBs including any cash injection and VIK that will be provided by your organisation(s) such as hosting the IIU, providing staffing, offering research or training.

3. Clarification Meetings

Clarification meetings are being offered by the NGBs during the week of 30 October 2023 to help potential bidders better understand the brief, and to test emerging ideas from bidders with the NGBs. The meetings are not compulsory and will not form part of the final assessment and shortlisting. To arrange a meeting, please email integrityunit@uka.org.uk by 20 October 2023.



4. Assessment

The NGBs will assess and shortlist proposals against the following criteria:

- Quality of proposals, for the case management function of the IIU in safeguarding and disciplinary cases, and the relevant experience / expertise to undertake this function effectively
- Quality of the proposed response to the IIU's additional 'duty of care' role and its likely impact on athletics culture and future caseloads
- Value for money offered by the financial proposal to deliver the above services, including any cash injection and VIK being offered by the bidder(s)

The expectation is that the NGBs will shortlist three or four proposals for more detailed discussions before selecting a preferred bidder with whom they would draw up a contract and an SLA, ahead of the transfer of cases and formal recognition of authority.



SECTION D – TERMS AND CONDITIONS

1. Considerations prior to submission of proposals

- 1.1 The bidder may send queries in connection with this RFP to integrityunit@uka.org.uk
- 1.2 UKA reserves the right to share responses with other bidders who have notified UKA of their intent to bid where it is felt that the clarification will benefit all bidders. No information will be shared which could identify potential bidders.

2. Conditions of Submitting Proposals

- 2.1 **SUBMISSION.** The completed RFP responses must be emailed in pdf format of no more than 30 pages before 12:00 on the closing date of 10 November 2023.
- 2.2 **PARTICIPATION.** All costs, expenses and liabilities incurred by the bidder in connection with preparation and submission of the proposal will be borne by the bidder. The bidder shall have no claim whatsoever against UKA in respect of such costs and in particular (but without limitation) UKA shall not make any payments to the successful bidder or any other bidder save as expressly provided for in the contract.
- 2.3 **ADJUDICATION.** UKA will endeavour to assess the proposals and presentations and inform the bidder of the result within the timetable laid out. Should UKA be unable to for any reason they will notify you prior to the given date.
- 2.4 **ACCEPTANCE AND REJECTION OF PROPOSALS.**
 - 2.4.1 UKA reserve the right to cancel or withdraw from the proposal process at any stage at its absolute discretion.
 - 2.4.2 UKA reserve the right not to award a contract.
 - 2.4.3 UKA shall not be bound to accept the lowest price or any proposal.
 - 2.4.4 UKA reserves the right to reject any proposal submitted by a bidder in respect of which the bidder:
 - 2.4.4.1 Has not submitted the proposal in accordance with the requirements of these Conditions of Proposal, by the closing date or not conformed with the requirements of the proposal documents; or
 - 2.4.4.2 Discloses to any third party prices shown in its proposal except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; or
 - 2.4.4.3 Enters into any agreement with any other person that such other person shall refrain from submitting a proposal or shall limit or restrict the prices to be shown by any other bidder in its proposal; or
 - 2.4.4.4 Fixed prices in its proposal in accordance with any arrangement with any person or by reference to any other proposal; or
 - 2.4.4.5 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 doing or having done or causing or having



- caused to be done in relation to any other bidder or any other person's proposed proposal any act or omission; or
- 2.4.4.6 Has directly or indirectly canvassed any member or official of UKA concerning award of the contract or who has directly or indirectly obtained or attempted to obtain information from anyone concerning any other bidder or proposal submitted by any other bidder; or
- 2.4.4.7 Has done anything improper to influence UKA during the proposal period.
- 2.5 **CONFIDENTIALITY.** The Proposal Documents and all other documentation issued by UKA relating to the contract shall be treated by the bidder as private and confidential, and ensure such by all their employees and agents involved in this process, for use only in connection with the proposal and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of UKA save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the proposal.
- 2.6 **INFORMATION.** Bidding organisations are required to reply to all questions even if they have previously provided this information or if they think that UKA are already aware of it. This is to ensure that evaluation is in a fair, like-for-like and reasonable manner.
- While UKA has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this document are true and accurate in all material respects, UKA do not make any representation or warranty as to the accuracy or completeness or otherwise of this document, or the reasonableness of any assumptions on which this document may be based. All information supplied by UKA to organisations is subject to an organisation's own due diligence. UKA accept no liability to organisations whatsoever resulting from the use of this document, or any omissions from or deficiencies in this document.
- 2.7 **CIRCULATION OF INFORMATION.** UKA may request organisations to give additional information or clarification at any time during the proposal process.
- 2.8 **ISSUE OF PROPOSAL DOCUMENTS.** All intellectual property rights in the proposal documents, and any specifications, plans, drawings, patterns, samples or information issued or furnished by, or on behalf of, UKA in connection with it, are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose.
- 2.9 **PROPOSAL VALIDITY.** The proposal offer and prices quoted will remain open for acceptance for a minimum of 12 months.
- 2.10 **PRICES AND PAYMENT TERMS.** Proposed prices must be net with 30 days payment terms. Bidders offering settlement discounts for prompt payment of invoices must state such terms in the proposal. The net prices quoted on the proposal should be those before settlement discount is applied.



- 2.11 **CURRENCY OF PROPOSAL.** The currency in which all prices and rates must be proposed, and which payments under the resulting contract, in pounds sterling.
- 2.12 **VALUE ADDED TAX.** Proposals must be exclusive of any VAT chargeable. However, bidder must highlight any item where VAT is applicable and its percentage.
- 2.13 **OFFER.** All proposal prices or rates will be regarded as firm offers for the whole of the contract period.