



An Roinn Dlí agus Cirt  
Department of Justice

## **Request for Tender for Research Services**

*Local Community Safety Partnership  
Pilot Evaluations*



## Request for Tender for Research Services

Applications for tenders must be returned to [research@justice.ie](mailto:research@justice.ie) by **5pm Irish Time 18<sup>th</sup> December 2020.**

### Section 1. Background information and invitation to tender

#### 1.1 The Department of Justice

The Department of Justice (“the Department”) is a department of the Government of Ireland. The Department's mission is to work to make Ireland a safe, fair and inclusive place to live and work. It has a wide range of responsibilities including, state security, the protection of life and property, the prevention and detection of crime, providing services for the buying and selling of property, managing inward migration to the State, providing a Courts Service, updating our criminal and civil laws, developing the Insolvency Service and various other regulatory services.

#### 1.2 Background to the tender

In September 2018, the Commission on the Future of Policing in Ireland (CoFPI) published a report entitled [The Future of Policing in Ireland](#) outlining a vision and roadmap for strengthening An Garda Síochána (AGS) and the broader national framework for policing, security and community safety. In December 2018, the Government approved [A Policing Service for the Future – a four-year plan \(2019 – 2022\)](#) for implementing the CoFPI report.

A key principle of the CoFPI report is that policing is not the responsibility of AGS alone and involves other parts of government such as health and social services. CoFPI found that AGS spent significant time dealing with non-crime issues. The new national Community Safety policy, which the Department is developing, addresses both points by creating a broader forum bringing together all the actors with a role to play in community safety, to better serve the public.

As recommended by CoFPI, the Government approved the development of new legislation, the Policing and Community Safety Act, which will redefine policing and the role of AGS and other state agencies in harm prevention. The Department is now developing the General Scheme for the Policing and Community Safety Bill, incorporating the new Community Safety policy. It is intended that the Bill will redefine the functions of AGS to include community safety and to place an obligation on relevant Departments, state agencies and local authorities to cooperate with AGS in relation to this function.

#### *A community safety approach*

Under this new approach, Community Safety is broad concept, but for the purposes of this policy community safety can be said to be:

- About people being safe and feeling safe in their community.
- It encompasses a wide range of harm prevention areas/activities specific to the community which can include responsiveness of emergency services, drug prevention, alcohol and substance abuse, domestic violence, youth crime/anti-social behaviour, mediation services for resolving neighbourhood disputes, mental health issues, hate crime, educational work with young people, and the built environment.
- And in terms of delivering these, it requires a multi-sectoral approach, strong inter-agency collaboration and engagement from the community.

#### *Delivering Community Safety*

The new Community Safety policy creates new local structures called Local Community Safety Partnerships, replacing the current Joint Policing Committees (JPCs). The primary goal of the community safety policy



approach is to help foster local communities that are safer for families, residents and businesses and that feel more secure. There are three success factors:

- Sustained community involvement in identifying what the needs of their individual communities are and co-designing solutions in a prioritised plan.
- Sustained commitment and buy-in from State and local public services and voluntary service providers working together to address those needs.
- Improved feelings of safety and confidence in local institutions amongst the community.

This will require the development of a community-driven, prioritised action plan, with identified actors owning the different activities.

It is intended to trial the Local Community Safety Partnerships through three pilot programmes. The three pilots are planned in a high-, a medium-, and a low-population density area around the country. The findings from the evaluation of the pilots will be used to inform and adapt the national Community Safety policy and its rollout across the country after the Policing and Community Safety Bill (currently in development) is enacted. The first pilot to launch will be in Dublin's north inner city in Q4 2020, and will run for 24 months. The medium- and low-density pilots are planned for launch in the first half of 2021. The pilot projects will have to adapt to new conditions caused by the COVID-19 pandemic, which will have an impact on the work of service providers, the needs of the community, and channels for building relationships and collaborating.

Underlying the pilots, there are four key elements to the Community Safety Policy.

Firstly, *a range of service providers are required to deal with the varied issues that affect community safety*. The newly developed Community Safety policy and the structures it introduces will build from the principle that policing is not solely the duty of the police. There are many factors that contribute to community safety, and not all of them are the responsibility of the police – an example of this would be the installation and maintenance of public lighting around footpaths, so people feel safer walking in their communities at night. One key assumption is that by bringing together a range of actors in addition to the police, issues which affect a community can be dealt with more effectively and efficiently by the relevant services, rather than problems being referred to the police by default.

Secondly, to successfully address community concerns, *Local Community Safety Partnerships need strong commitment and engagement by service providers and strong community representation*. The new policy, through legislation, will create both a duty for statutory service providers working in the sphere of community safety to collaborate, and a new structure for them to do so more effectively and efficiently. The creation of this duty to work together and a new channel for doing so is intended to enable better collaboration and consequently more effective, better service delivery. Rather than create another committee to be serviced, which takes up time and generates further bureaucratic exercises, this new policy and new Local Community Safety Partnership is supposed to make it easier for service providers to work with the community and with each other to address the real priority issues. Statutory services will be asked to send staff with suitable seniority to the meetings. The Local Community Safety Partnership will have a different composition from existing crime-focused structures, as the majority of members will be drawn from the local communities, and we expect that this will create a different dynamic, one which is less adversarial and more collaborative.

Thirdly, *registering community concerns and taking action to address them is essential for sustainable success*. This policy assumes that with appropriate efforts to engage the community and communicate and explain the new policy, members of the community will engage with the new structure and share their views. It is essential to have members of the community sitting on the Local Community Safety Partnership and attending events, voicing their views and sharing their knowledge of the local area. Once members of the community engage with the initiative and participate in the Local Community Safety Partnership, feeding in their concerns, these should be reflected in the community safety plan. The clear reflection of the community's concerns in the plan and local awareness of activities being taken to address local concerns is supposed to create more trust in service providers and an enhanced sense of safety and security.

If the community engage with the initiative but feel they aren't being listened to or treated with respect, or if they believe that the issues they raise aren't being taken seriously or aren't being addressed in the community safety



plan or in the activities of local service providers, it is unlikely that they will continue to participate. If the community reject the initiative and disengage, this will be a serious setback for the new national Community Safety policy.

Finally, *a tracked implementation plan will increase accountability and consequently trust in service providers*. The intention is for all members of the Local Community Safety Partnership to agree the Local Community Safety Plan, and that the Local Community Safety Partnership would continue to meet to discuss the progress being made in implementing the plan. The Local Community Safety Partnership will serve as a forum for holding service providers to account if they fail to deliver on the activities they've agreed to, and the Local Community Safety Plan will provide a clear yardstick for assessing how much they've delivered. This is intended to bring about greater transparency and increase trust.

### 1.3 Evaluation aims

The Department invites tenders for research to evaluate the Local Community Safety Partnership pilots, assess the impact on the community and, on the basis of the evaluation, suggest any changes that need to be made before the programme is rolled out nationally.

#### *Key questions*

Overall, there are several key research questions/aims:

How well did the Local Community Safety Partnerships identify priorities?

- How well did the Local Community Safety Partnership programme of work and priorities align to the concerns of the local community on safety issues?
- How did the Local Community Safety Partnerships identify 'success' criteria and measure them?

How did the Local Community Safety Partnerships conduct its work:

- Who was represented on the Local Community Safety Partnership?
- How did the Local Community Safety Partnerships and partners work together in tackling local community safety problems?
- Is the Local Community Safety Partnership able to make timely decisions? And relatedly, are the service providers represented by staff at the right grade/level?
- Does the Local Community Safety Partnership engage with a broad cross-section of the community?
- How did the partners on the Local Community Safety Partnerships work together in addressing local priorities? Did opportunities arise for innovative problem solving of local issues, drawing on multiple partners in the Local Community Safety Partnerships?
- How were resources used (for example, financial, human, information) by the Local Community Safety Partnerships to manage local problems?
- Did the pilot have sufficient staff/funding/other resources?
- Did the Local Community Safety Partnerships feel that it had all the relevant skills and training to undertake its work?
- Were the actions in the Local Community Safety Plan implemented on time, and if not why not?
- What were seen as the strengths and weaknesses of the Local Community Safety Partnerships amongst the partners? Did the partners feel that the Local Community Safety Partnerships added value in the management of local issues beyond existing pre-existing arrangements?
- What improvements did members of the Local Community Safety Partnerships felt could be made to how they operated?
- What were the governance and accountability mechanisms? How effective were these?



What was the engagement, relationship and impact on the local community:

- Did the Local Community Safety Partnerships engage with the local community? If so, how?
- What are the concerns/priorities of the local community?
- Did these align with the priorities identified by the Local Community Safety Partnerships?
- How aware was the local community of the Local Community Safety Partnerships and their work in the local area?
- Did the local community have trust and confidence in the Local Community Safety Partnerships?
- How relevant did the local community see the Local Community Safety Partnerships in managing local problems?
- Did the local community feel involved in the Local Community Safety Partnerships?
- Did the Local Community Safety Partnerships work with local communities to design and implement local solutions? Was there 'co-production'? Did the community feel involved in the development of solutions to local problems?
- Was there any impact on levels of community safety?

#### 1.4 Research outputs

There are several key challenges in this evaluation:

- How do we know that local community concerns are aligned with the priorities of the Local Community Safety Partnerships?
- How do we know that Local Community Safety Partnerships were successful in delivering changes and outcomes for their areas?
- How do we assess transferability?

These will need to be clearly addressed in any proposed methodology:

- In relation to the first, we would welcome proposals that seek to independently assess local concerns. Critical to the success of the Local Community Safety Partnerships is that it can align its priorities to that of the local community. This is a key area to test.
- In relation to the second, it would be important to see if we can 'isolate' the impact of the Partnerships. As such, we would welcome proposals that set out how a 'counter-factual' can be achieved. This will include comparing and contrasting with any locations where partnerships working and interventions are planned or currently underway.
- In relation to the third, we would welcome if proposals can clearly set out how they will consider the issue of transferability. These will need to be able to address the question of how easily such pilots can be rolled out and/or what will need to change in order for them to be successfully implemented more broadly.

Whilst the Department is not fixed on any research design or methodologies, the proposal will of course have to address the questions set out above as well the challenges noted above.

The tenderer should describe how they will adapt the evaluation to take account of any COVID-19 restrictions that may be in place during the pilots.

In terms of outputs, the tenderer will be required to provide the following to the Department at the three evaluation time points:

- A report
- Presentation to the Department and key stakeholders

The successful tenderer will work with the Project Coordinator for each of the pilots and the Department to establish an evaluation framework for pilots.



### **1.5 Timeframe**

To generate sufficient evidence to inform the national rollout of the new Community Safety policy and to adapt it as needed, both a process evaluation and an outcome evaluation will be required. We envisage the evaluation process would begin shortly before or around the same time as the pilot launches, with the establishment of a baseline.

The pilots will run for 24 months, and we envisage an interim process evaluation after 12 months, allowing for adjustments to be made to the pilot, followed by a final process and outcome evaluation at 24 months. Some data – for example, information about meeting attendance – will be collected continuously throughout the pilot by Community Safety staff, whereas other information – for example, surveys of the community, focus groups – will be held at the start, mid-point and end of the pilot

The Department is eager that the tenderer will be ready to start as soon as possible and asks that tenderers specify how soon they would be in a position to commence the work.



## Section 2. Instructions to Tenderers

### 2.1 Format of tenders

Tenderers should complete and submit the application form. Tenders submitted in formats other than the application form will not be considered.

### 2.2 Compliant tenders

To better ensure compliance with the tendering process, tenderers should read this document in full including Section 5 'Terms and conditions'. If a tenderer fails to comply in any respect with the requirements of this paragraph, the Department reserves the right to reject the tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- Seeking written clarification from the tenderer;
- Seeking further information from the tenderer; or
- Waiving a requirement, which in the Department's view, is non-material or procedural.

Tenderers are required:

1. To submit all documentation which this Request for Tender (RFT) requires to be submitted with their tender;
2. To conform to and comply with all instructions and requirements set out in this RFT;
3. To submit the statement required under Appendix 1;
4. Not to alter or edit this RFT in any way.

### 2.3 Submission of tenders and closing date for application

Completed application forms must be sent by email to [research@justice.ie](mailto:research@justice.ie) with subject line "Community Safety Evaluation".

Completed application forms must be received no later than **5pm Irish time on the 18<sup>th</sup> of December 2020** (the 'tender deadline'). Application forms received after the tender deadline will NOT be considered.

## Section 3. Queries and clarifications

All queries related to any aspect of this RFT must be directed to [research@justice.ie](mailto:research@justice.ie). The Department reserves the right to issue or seek written clarifications. The Department reserves the right at any time before the tender deadline to update, cancel or amend the information contained in this document and/or to extend the tender deadline. Participating tenderers will be informed of any such clarification, amendment or extension by email on.



## Section 4. Evaluation of tenders and award of contract

### 4.1 Criteria for award of contract

The contract will be awarded out of a total of 100 marks on the basis of the most economically advantageous tender as identified in accordance with the following criteria:

- Proven and demonstrable track record, project description and demonstrated understanding of the work involved in conducting the evaluation (35)
- Feasibility of the approach suggested (20)
- Ability to deliver key outputs on time (10)
- Cost – broken down to show description of costs, justification for proposed costs and best use of resources (35).

Award of the contract to the highest ranked tenderer (as determined by the above paragraph) will be conditional upon the tenderer submitting the following evidence in respect of the tenderer (including any subcontractor as applicable) to the extent not already provided, within seven days of request by the Department (i) a Declaration in the form attached at Appendix I and (ii) all or any of the supporting documents specified in the section on 'Format of tender'.

The Department does not bind itself to accept the lowest priced of any tender. This RFT does not constitute an offer or commitment to enter into a contract. No contractual rights in relation to the Department will exist unless and until a formal written contract has been executed by or on behalf of the Department.

The tenderer will be required, if necessary, to outline and agree the approach which it proposes to take to the research with the members of the Department's Research Advisory Group/Chief Information Office.

### 4.2 Payment conditions

- i. All prices quoted must be all-inclusive of all expenses anticipated inclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- ii. Tenderers must confirm that all prices quoted in the tender will remain valid for three months following the tender deadline.
- iii. Payment for the delivery and implementation work will be on foot of appropriate invoices. Invoicing arrangements will be agreed with the successful contractor, following the award of contract.
- iv. The provisions of the Prompt Payment of Accounts Act 1997, as amended or revised, and the European Communities (Late Payment in Commercial Transactions) Regulations, 2002 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

### 4.3 Taxation requirements

It will be a condition of any contract pursuant to this RFT that the successful tenderer shall, for the term of such contract, comply with all applicable EU and domestic tax laws. Tenders are referred to [www.revenue.ie](http://www.revenue.ie) for further information. Prior to the award of any contract arising out of this RFT, the successful tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Department. By supplying these numbers, the successful tenderer acknowledges and agrees that the Department has the permission of the successful tenderer to verify its tax cleared position online.

### 4.4 Subcontractors

Tenderers should note that where a tenderer is relying on the capacity of other persons or entities (for example subcontractors) for the purposes of fulfilling any of the award criteria set out below, it must ensure that each such person or entity, when requested by the Department, will submit proof, to the satisfaction of the Department, that it will place the necessary expertise at the disposal of the tenderer.

If a tenderer does not, upon request by the Department, provide evidence which is considered by the Department as sufficient to demonstrate the fulfilment by any subcontractor on whose capacity the tenderer



relies of the award criteria (or any one of them) in accordance with this RFT, it shall be excluded from further participation in this tender process unless it replaces the subcontractor with one which meets all relevant requirements of this RFT. Any such replacement cannot affect the price submitted.



## Section 5. Terms and conditions

### 5.1 Liability and warranty for tender information

While every effort has been made to provide comprehensive and accurate information in this request for tender, the Department does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT and may wish to consult their legal advisers as appropriate.

### 5.2 Data protection

With effect from 25 May 2018, a new Europe wide data protection regime has come into place under the General Data Protection Regulation (GDPR). The GDPR significantly increases the obligations and responsibilities for organisations and businesses on how they collect, use and protect personal data. All data will be processed in accordance with GDPR and relevant data protection law. Applicants are required to comply with the requirements of data protection legislation and the General Data Protection Regulation (GDPR).

### 5.3 Tendering costs

All costs and expenses incurred by tenderers relating to their participation in this RFT shall be borne by the tenderers exclusively.

### 5.4 Confidentiality

All documentation, data, statistics and information furnished by the Department to tenderers during the course of this RFT:

- i. are furnished for the sole purpose of replying to this RFT only;
- ii. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Department;
- iii. shall be treated as confidential by the tenderer and by any third parties (including subcontractors) engaged or consulted by the tenderer; and
- iv. must be returned immediately to the Department upon cancellation or completion of this RFT if so requested by the Department.

### 5.5 Publicity

No publicity regarding this RFT or any contract pursuant to this RFT is permitted unless and until the Department has given its prior consent to the relevant communication.

### 5.6 Ownership

Ownership of any reports or material produced relating to any contract awarded as a result of this RFT rests with the Department.

### 5.7 Copyright and publication

Copyright of any reports or material produced shall rest with and be assigned to the Department. The Department shall have the right to publish, or not as the case may be, and to disseminate the report in both its original and in a modified form, without further reference to the tenderer. The tenderer will not be entitled to further payment if this occurs. The tenderer and the individual researchers will be entitled to be credited with the work that they have done on this project in any publication.

### 5.8 Registrable interest

Any registrable interest involving any tenderer or subcontractor and members the Department, members of the Government, members of the Oireachtas, or employees and officers of the Department and their relatives must be fully disclosed in the tender or, in the event of this information only coming to the notice of the tenderer or subcontractor after the submission of a tender, must be communicated to the Department immediately upon such information becoming known to the tenderer or subcontractor.



The terms 'registrable interest' and 'relative' shall be interpreted as per section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie). The Department will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a tenderer from this RFT or terminating any contract entered into by a tenderer.

#### **5.9 Anti-competitive conduct**

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the '2002 Act'). The 2002 Act makes it a criminal offence for tenderers to collude on prices or terms in a public procurement competition.

#### **5.10 Freedom of information**

Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this RFT may be liable to be disclosed.

Tenderers are asked to consider if any of the information supplied by them in their tender should not be disclosed because of its confidentiality or commercial sensitivity. If tenderers consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, tenderers must, when providing such information, clearly identify the specific sections of their tender containing such information and specify the reasons for its confidentiality and commercial sensitivity.

#### **5.11 Conflicts of interest**

Any conflict of interest or potential conflict of interest on the part of a tenderer, subcontractor or individual employee or agent of a tenderer or subcontractor must be fully disclosed to the Department as soon as the conflict or potential conflict is or becomes apparent. In the event of any actual or potential conflict of interest, the Department may invite tenderers to propose means by which the conflict of interest might be removed. The Department will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a tenderer from this tender process or terminating any contract entered into by a tenderer.

#### **5.12 Withdrawal from the RFT process**

Tenderers are required to notify the Department immediately by email to [research@justice.ie](mailto:research@justice.ie) if they decide to withdraw from the RFT process.

#### **5.13 Insurance**

The successful tenderer shall be required to hold for the term of the contract the appropriate level of insurance cover in order to carry out work associated with this project.