



An Roinn Dlí agus Cirt
Department of Justice

Request for Tender for Research Services

Evaluation of ACER Projects (Regional Sites)



Request for Tender for Research Services

Applications for tenders must be returned to research@justice.ie by **5pm Irish time on the 02nd of July 2021.**

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

ACER is part of the Joint Agency to Crime programme. ACER initiatives specifically target offenders involved in prolific burglary or burglary related offenders. ACER initiatives aim to: Manage identified offenders; Placing the Offender at the Centre of the Process; Address risk and needs through interagency co-operation and co-ordination. Currently ACER initiatives operate in three sites outside of Dublin: Waterford, Dundalk & Limerick, and two Dublin based sites, Dublin 24 and Dublin 8. The three sites outside of Dublin known as the Regional Sites are the focus of this evaluation.

The ACER project is part of the Joint Agency Response to Crime (JARC) programme. JARC is a multi-agency response to offender management between the Garda Síochána, Probation Service and the Irish Prison Service (IPS). The aim of it is to develop and further strengthen a multi-agency approach to the management of crime, develop initiatives to address the behaviour of targeted offenders and reduce crime and increase public safety. Key aspects of interest are the enhancement of communication between agencies and the alignment of offender management processes. The initiative places the offender at the centre of high levels of inter-agency cooperation and coordination. Information sharing and cooperation are critical success factors.

The process includes defined steps such as; the three justice agencies meeting offenders to inform them that they will be managed under the JARC programme; that the degree of support or monitoring will depend on their attitude and behaviour; that the process will have a significant bearing on their case throughout all stages of the criminal justice system, and that inclusion will continue until they are deemed to no longer require intensive management. Nominations for inclusion can be made by any agency and are reviewed by the other two. Individuals nominated come from two streams – those in the community who are before the court, on Probation supervision or otherwise targeted actively by the Gardaí, and those in prison serving sentences. Offender profiles are drawn up and risk and need assessments are carried out and discussed by the relevant multi-agency operational teams. Operational teams comprise the relevant Detective Inspector or Inspector, individual Garda Case Managers, Senior Probation Officer, Probation Officers and IPS staff. Steering Groups comprise Garda Superintendent, Probation Service Regional Manager and Senior Probation Officer, IPS HQ staff and Detective Inspector. ACER initiatives for the regional sites operate in Dundalk, Waterford and Limerick with ten offenders in each. The Dundalk project commenced in 2018, Waterford in 2017 and Limerick commenced in 2017 into 2018.

1.3 Evaluation aims

The purpose of the evaluation is to assess the success of the initiative in terms of its aims and objectives and will comprise both process and outcome reviews for all three locations. The duration of the project is 9 to 12 months from the project's initiation in Q3 2021.

The evaluation will be carried out in consultation with the JARC National Co-ordination Team and will in effect constitute action research in that findings will be shared with the agencies on an on-going basis to inform practice. The research will be flexible within the overall budget to ensure adaptability to any change in priorities or emerging interests. The researcher will liaise with a designated person or team for the duration of the evaluation and consult with them regarding instruments for data collection and on-going progress. An interim report will be provided after six months and a final report at the end of the evaluation period.



The methodology will comprise a process review and an outcome review as requested, with a principal focus on achievement of stated aims and objectives. All research elements will focus on the key objectives of the evaluation, notably strengthened inter-agency co-operation, enhanced communication, alignment of processes, reduced crime and improved public safety. Insights will be sought on lessons learned, what worked well and less well, challenges and implications for expansion of the programme to other areas.

Finally given the impact of COVID-19 on society, what have been the implications on the projects objectives and processes, in the short, medium and long term?

1.4 Research outputs

Overall, there are several key research questions/aims. It should be noted that the list of questions below is not an exhaustive list. We are open to additional questions being included by the evaluator to strengthen the evaluations. There should be freedom for the evaluator to decide upon areas of specific interest, while working towards evaluating whether the project is being delivered as it was designed and whether it is achieving the outlined objectives.

Process Evaluation

- To what extent were the programme processes delivered as intended (specific focus on key processes such as client selection and deselection)? Did implementation differ to design? If so, how and why?
- To what extent are selected clients engaging with the processes? What are the main reasons for compliance and non-compliance?
- To what degree did programme delivery differ in the three project sites? Has variance impacted on outcomes?
- How effective has inter-agency collaboration and cooperation been during the programme?
- What has worked well, and less well, for whom and why?
- What impact did COVID-19 restrictions have on the process?

Outcome Evaluation

- To what extent has the programme achieved its original objectives? Were there any unintended outcomes (positive or negative)?
- To what extent can observed outcomes be attributed to the programme?
- What were the particular elements of the programme that made a difference in outcomes?
- To what extent has the programme impacted on the lives of clients who have exited the programme?

Future learning

- What are the key lessons learned from the programme? What were the barriers to success? Are there external elements that impact on programme success?
- What are the potential barriers to further expansion of the programme?

To effectively evaluate whether the ACER projects have succeeded in their aims both in normal and in COVID-19 times, it is necessary to track and assess the intended short, medium and long-term outcomes. Additionally, it is important to track the outcomes, where possible, for similar cohorts who have not taken part in the programme to identify any potential differences between the two groups. This could involve clients who were proposed during the nomination process but ultimately not selected. This is important to ensure that any observed outcomes that may be attributed as the result of the intervention, are considered in the context of other external factors.

Operational reasons will often make it impossible to conduct these comparisons to the highest standard (a randomised control trial) but the intervention should not be considered in isolation, where possible. Whilst the Department is not fixed on any research design or methodologies, the proposal should address the questions set out above as well as the challenges noted above.

In terms of outputs, the evaluator will also be required to provide the following to the Department:



- a final report on the findings;
- a presentation on the final report;
- a policy focused briefing paper, having particular regard to the potential expansion of the projects.

The evaluator will also be required to meet at least three times with the Evaluation Working Group, to include:

- a meeting within one month of the tender award to discuss the proposed approach, clarify expectations and outputs;
- interim meetings after three, six and nine months to discuss progress; and
- a final meeting at which the findings of the report are presented.

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 evaluation.

1.5 Timeframe

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. **Duration of the tender will be no more than twelve months after the awarding of the tender with the final report due on the 31st of July 2022.**

The estimated budget for this study is €25,000 (excluding VAT).



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 with subject line **Evaluation of ACER Projects (Regional Sites)**.

Completed application forms must be received no later than **5pm Irish time on the 02nd of July 2021** (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. 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.



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:

- Have a proven and demonstrated track record of undertaking similar research and have worked collaboratively with other government Departments/agencies. (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 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. 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 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.