



An Roinn Dlí agus Cirt  
Department of Justice

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

*Youth – Joint Agency Response to Crime  
(Y-JARC) Evaluation*



## Request for Tender for Research Services

Applications for tenders must be returned to [research@justice.ie](mailto:research@justice.ie) by **5pm Irish time on the 12<sup>th</sup> of February 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

Youth – Joint Agency Response to Crime (Y-JARC) is a multi-agency approach to manage and address the prolific offending and criminal behaviour of young persons aged 16 to 21 who have committed five or more offences. Two pilot projects were launched in 2017, to provide an operational approach for co-ordinated and enhanced levels of co-operation and co-ordination between An Garda Síochána, Probation Service, Irish Prison Service, Oberstown Children Detention Campus, and Tusla. It aims to place the young person at the centre of the process; identify their needs, strengths and risks; and provide an inter-agency co-operation and co-ordinated response in addressing such needs and risks.

The aims of Y-JARC are to:

- Develop and further strengthen a multi-agency approach to the management of crime;
- Prioritise offenders in order to develop initiatives which will address their behaviour;
- Reduce crime and increase public safety in local communities.

This is achieved by:

- Ensuring enhanced co-ordination in implementing policies to reduce crime and manage recidivism;
- Considering emerging trends in criminal activity;
- Identifying and developing potential areas for collaborative working to address and manage recidivist behaviour.

The young people who are typically selected for Y-JARC are individuals for whom offending behaviour has become entrenched and persistent. Young people in Y-JARC are given the opportunity to build up a relationship with their local Y-JARC representatives. In this relationship the young person is held accountable for their actions and encouraged to take responsibility for their offending behaviour.

The Y-JARC process invests strategically in every area of risk and need in the young person's life. This encompasses their family and community, as well as periods in detention or custody. Y-JARC works from a strengths based perspective that allows creative and quality solutions to be identified in collaboration with the young person, their family and relevant support services. These aim to address the presenting criminogenic risks and needs of each young person. Through Y-JARC, inter-agency best practice works to empower the young person and their family to support change and assist them to desist from criminal behaviour.

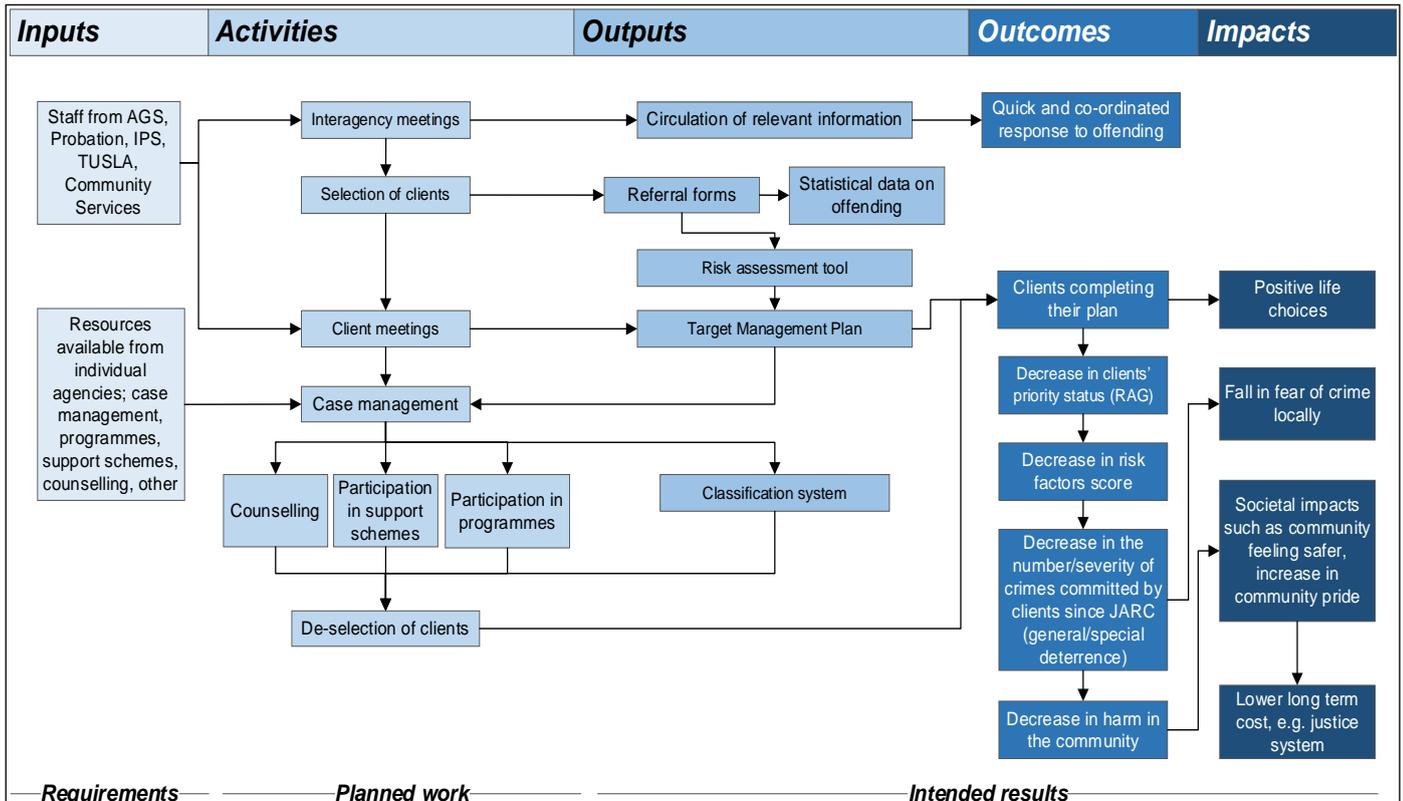


There is no quick fix when working with challenging offending behaviour in young people and the journey may not be easy. Y-JARC, through a collaborative inter-agency model, aims to reduce offending and change the behaviours of e young people engaged in the projects. This in turn improves public safety and makes our communities a safer place.

Y-JARC is carried out in accordance with the restorative and diversionary spirit underpinning the provisions of the Children Act 2001 (as amended). It adheres to best professional practice in working with young people, encompassing the principles of that Act and Children First Act 2015. Y-JARC is committed to respecting the rights and needs of victims in working for safer communities. The provisions of the Criminal Justice (Victims of Crime) Act 2017 underpin all interventions, which are victim sensitive in their delivery and informed by agency "Victims Charters" and best practice procedures. Y-JARC adheres to the principles outlined in the National Youth Justice Strategy. Finally, Y-JARC incorporates the five national outcomes of 'Better Outcomes, Brighter Futures' the national policy framework for children and young people.

The new Programme for Government includes a commitment to "[e]xtend the pilot schemes of the Joint Agency Response to Crime to more areas to target prolific repeat and vulnerable offenders aged 16 -21."<sup>1</sup> Before such a commitment can be achieved, it is important to conduct a thorough evaluation of the two Y-JARC projects to better understand their efficacy and to ensure the programme is fit for further expansion.

The diagram below highlights the planned **activities** that will be carried out during the Y-JARC project, and the **inputs** required to enable them. Once undertaken, it is expected that these activities should result in a number of tangible **outputs**. In turn, these outputs should encourage positive **outcomes** in the shorter term, and potentially positive **impacts** in the longer term.



<sup>1</sup> [Programme for Government – Our Shared Future](#), 2020.



### 1.3 Evaluation aims

The purpose of this evaluation is to provide an understanding of the implementation of the Y-JARC programme, and the impacts the projects have had in their local communities, in order to highlight any process or implementation issues, which may hamper the ability to expand the programme. In order to do this, a process and an outcome evaluation will be required for each project.

Y-JARC is being piloted in two areas – Blanchardstown and Cork (Mayfield / Gurrabraher). Both pilot projects operate under the same Standard Operating Procedure (SOP), and include a local/regional Steering Group, charged with oversight of the project, and a local Operational Team who manage clients day-to-day. It should be noted that while the projects operate under the same SOP, there is likely a degree of variation in how the processes are operating in each area.

An outcome evaluation is required to provide insight into whether the main programme objectives have been achieved. In order to ascertain whether the outcomes were attributable to the programme, a detailed evaluation of the project processes will also be required. This is especially important from the perspective of programme fidelity and where the programme processes have evolved, so that it is understood whether the programme as designed has contributed to the outcomes.

Unless we are confident that positive outcomes are attributable to our activities and outputs, there is considerable risk that those outcomes will not be replicable in the event of an expanded programme. As noted above, there is a requirement for this evaluation to encompass both processes and outcomes. Process evaluations focus on inputs, activities and outputs. A process evaluation enables one to link the programme activities to the programme outcomes. This is important because the link between outputs and short-term outcomes remains an empirical question. Separately, outcome evaluations focus on short-term outcomes and longer-term impacts. Such evaluations enable the original programme objectives to be linked to quantifiable implementation effects.

The results of the Y-JARC evaluation will be used by the Department and our main stakeholders<sup>2</sup> to measure the efficacy of the programme in relation to outcomes and impacts and ultimately to inform the decision to rollout the programme to other locations nationwide.

### 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. There should be freedom for the evaluator to decide upon areas of specific interest, while working towards evaluating whether the programme 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 non-compliance?
- To what degree did programme delivery differ in the two 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?

#### *Outcome Evaluation*

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<sup>2</sup> An Garda Síochána, Probation Service, Irish Prison Service, Oberstown Children Detention Campus, Tusla and the National Educational Welfare Board.



- 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 ex-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 Y-JARC projects have succeeded in their aims, it is necessary to track and assess the intended short, medium and long-term outcomes.. Additionally, it 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. It should also be noted that there may be other youth justice interventions e.g. Garda Youth Diversion Projects, available in any given area, and a young person may have availed of these prior to taking part in Y-JARC.

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 JARC Evaluation Working Group, to include:

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

As some of the participants in Y-JARC are aged under 18, the successful tenderer will need to undergo successful Garda vetting with the National Vetting Bureau (<https://vetting.garda.ie/>). All appropriate conditions and procedures for interviewing children will need to be undertaken including permission of their parent/guardian.

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.

#### **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 three months after the awarding of the tender with the final report due on the 30<sup>th</sup> of June.



## 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 "Y-JARC Evaluation".

Completed application forms must be received no later than **5pm Irish time on the 12<sup>th</sup> of February 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](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.



## 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, have knowledge of the youth justice sector and 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](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.