|  |  |
| --- | --- |
| PS_Mark_Colour |  |

**Request for Proposal**

**12th January 2024**

1. **Introduction**

The Probation Service (PS) and the Probation Board for Northern Ireland (PBNI) hereby invites a request for proposal from suitably qualified person(s) to:

1. **Act as the Interim Editor of the of the Irish Probation Journal (IPJ) for the 2024 edition.**
2. **Review and make recommendations for future direction of the Journal, ensuring the continuation of a high quality criminological and criminal justice journal.**

The Probation Service is an agency of the Department of Justice. Our goal is to provide quality offender assessment and supervision to the Courts, the Irish Prison Service and the Parole Board and to prioritise what we do to improve public safety and reduce re-offending.

Further information on the Probation Service is available on our website at [www.probation.ie](http://www.probation.ie).

Probationis a central part of the criminal justice system in Northern Ireland. PBNI works to address the causes of offending to help prevent people coming back into the system again and protects the public from harm caused by re-offending. The services we provide enables individuals to change their behaviour which in turn reduces the likelihood of reoffending, reduces the numbers of victims, and makes communities safer.

More information is available at [www.pbni.org.uk](http://www.pbni.org.uk)

**2. Background**

**a) Aims**

In publication since 2003, the Irish Probation Journal is a joint initiative of the PS and PBNI that aims to:

* Provide a forum for sharing evidence based theory and practice, increasing All-Island co-operation and learning and informing national and international criminological debate;
* Reflect the views of all those interested in criminal justice in an effort to protect the public and to provide humane and constructive responses to the harm caused by crime; and
* Publish high-quality material that is accessible to a wide readership.

**b) Format of the IPJ**:

There are between 11 and 14 articles in each Journal with 2-3 book reviews. The cycle for the Journal runs from October to July of the following year with the Journal launch at the end of November. Articles are sourced in the main through approaches from academics or Master/PhD students, and articles from practitioners North and South.

**3. Request for Proposal:**

1. **Role of the Interim Editor:**

The role of the Interim Editor is to:

* Decide the content of the Journal, its relevance, accuracy and quality
* Ensuring the production is undertaken in a professional and courteous manner, meeting all deadlines for publication
* To work with the Single Points of Contact in both the Probation Service and the Probation Board Northern Ireland in sourcing articles for the Journal from practitioners and other appropriate contributors[[1]](#footnote-1)
* Provide advice and support to authors to achieve the highest quality content
* Work with the current publisher of the IPJ (contract in place for 2024)
* Make the final decision on the inclusion or not of any article
* Liaise and keep the Single Points of Contact in both the Probation Service and the Probation Board Northern Ireland informed, as necessary

1. **Review and make recommendations for future direction of the Journal,**

As the Interim Editor of the Journal, the successful provider is also required to review the current format and structure of the Irish Probation Journal, informing future editions for 2025 and beyond. The propose review should focus on:

* aims of the Journal
* format of the Journal
* role and editorial function going forward
* practitioner engagement with the journal and added value to Probation work
* changing needs within both Services and across criminal justice
* status of the Journal within the wider criminological/criminal justice
* engagement with national and international readership
* role of technology and social media in promoting the journal

1. **Terms of Reference:**

* Bring the Irish Probation Journal to publication November 2024
* A review of the original aims and objectives of the IPJ and their continuing relevance;
* An examination of the current commissioning and production processes;
* Consideration of themes and content covered by the Journals to date;
* Engagement with range of stakeholders (including academic bodies) to ascertain the level of their engagement with Journal and observations on its relevance; and
* Consideration of alternative formats, accessibility and communications strategies to reach, expand and develop its audiences and readership.
* On the basis of above, outline options to support the ongoing production and development of the Journal that will ensure the continuation of a high quality criminological and criminal justice journal, reflects changes in Probation practice and service delivery, and harnesses the benefits from digital content and communications technology developments.

1. **Timeline:**

This work is anticipated to commence by Mid-February 2024. The IPJ to be published end November 2024. Review and Recommendations for the further direction to be complete and submitted in written format to the identified Single Points of Contact by 31st October 2024.

1. **Reporting Mechanisms and Structures**

The selected provider will liaise with the Single Points of Contact over the course of the contract. Contact details will be provided after the contract is awarded. An interim progress report must be provided to the Single Point of Contact the mid-way point.

1. We anticipate that communication with relevant parties may be remote (teleconference/through an agreed video platform) or in person, as appropriate, over the course of the review.
2. **Response Documentation/Layout**

The Service Provider must provide the following information:

* 1. Full organisation/individual name, address, principal contact name, phone/fax number(s), email and applicant specific information (outline of organisation/individual aims/objectives, etc.).
  2. The response must include an outline plan to demonstrate delivery of this of both elements of the contract review within set timeframes, detail an approach and methodology incorporating the Service Provider’s understanding of the requirements of this RFP, and to confirm ability to meet these requirements as outlined in Section 3 and 4 of this document.
  3. Demonstrate proven experience and track record of successfully undertaking similar work. Please provide details of specific experience (if any) in relevant fields (publishing, criminal justice, etc). The Service Provider to include a brief statement on previous experience and contact details of three referees.
  4. Schedule of Costs as detailed under Section 9 must be completed in full.

The Service Provider mustuse the lay out above in preparing their submission.

Any response with a formal proposal to this ‘Request for Proposal’ should be sent by email to [proposaloffice@probation.ie](mailto:proposaloffice@probation.ie) and **“Proposal - Irish Probation Journal**” clearly marked in the subject field.

All proposals must arrive by **Friday 2nd February 2024.** Proposals not submitted on time will be excluded.

Queriesrelating to this ‘Request for Proposal’ and any of the requirements specified therein, should be addressed via email to the above email address. All requests for clarification in respect of this document must be received on or before **26th January 2024**. Verbal requests for information will not be accepted.

1. **Schedule of Costs**
2. The contract will be awarded on the basis of a **fixed price** **contract**. As such, the proposal must state a total fixed cost, inclusive of both elements of the RFP. The proposal must outline all and any costs associated with the provision of all services required pursuant to this Request for Proposal,
3. The quotation/quoted fee must be in Euro and shall be exclusive of all taxes including VAT. VAT and other appropriate taxes shall be quoted separately where appropriate and at the appropriate rate. **Where VAT is not applicable this should be explicitly stated.**
4. The proposal shall contain details of any other costs, taxes or duties that may be incurred.
5. Outline of invoicing details, including frequency and timing of invoice presentation.
6. The Probation Service reserves the right to withhold payment where the provider appointed has failed to meet his/her contractual obligations in relation to the delivery of services to an acceptable level of quality.
7. Fees, quoted in this proposal, cannot be increased or altered during the currency of the contract. Similarly, terms and conditions cannot be altered except as outlined.
8. To be eligible for inclusion in the award process, submitted proposals should specifically confirm in writing (Appendix A) acceptance of all elements of the Request For Proposal (RFP) Document, including the tax clearance proposal and that quoted prices hold good for 90 days after the closing date for receipt of proposals.
9. **The contract** will be awarded on the basis of the most economically advantageous proposal using the following criteria:

**Marks**

1. Approach and methodology 40%
2. Overall Cost 30%
3. Demonstrate proven track record and relevant

experience 15%

1. Quality of Proposal 15%
2. **This Request for Proposal** contains no contractual offer of any kind. The Contracting Authority does not bind itself to accept the lowest or any tender. It reserves the right to reject in whole, or in part, any or all proposals received. Without prejudice, the Probation Service reserves the right not to award a contract in respect of the service outlined in paragraph 3 and 4 above.

Proposals will be opened in the presence of at least 2 people. Persons authorised to be present at the opening of the proposals are determined by the Probation Service.

1. **During the contract period** clarification may be sought in writing from Service Providers. Responses to requests for clarification may not materially change any of the elements of the proposals submitted. No unsolicited communications from Service Providers will be entertained during the evaluation period.
2. **The Contracting Authority** undertakes to use its best endeavour to hold confidential, information provided in any proposal, subject to the Minister’s obligations under prevailing EU and Public Procurement regulations, policies and law. Applicants are advised that the Probation Service are subject to the Freedom of Information (FOI) Act, 1997 & 2003 & 2014.

If a Service Provider considers any of the information supplied in their proposal response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

The Probation Service and will consult with the provider regarding this sensitive information before making a decision on any Freedom of Information request received (if any).

1. **The Service Provider** must comply with the Data Protection Acts 1988 and 2003, the General Data Protection Regulation (GDPR) and any future legislation from the date at which it comes into effect.
2. **Payment to the successful provider** may be subject to Professional Services Withholding Tax (PSWT) which is deducted at the standard rate from payments for professional services.
3. **It will be a condition** of any contract pursuant to this competition that the successful Tenderer shall, for the term of such contract, comply with all applicable EU and domestic tax laws. Tenderers are referred to [www.revenue.ie](http://www.revenue.ie) for further information. Prior to the award of this contract 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 Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.
4. **Any conflicts of interest** involving a Service Provider (or Service Providers in the event of a consortium bid) must be fully disclosed to the Contracting Authority, particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the Service Provider.
5. The successful Service Provider must comply with and Probation Service health, safety and welfare at work policies.
6. **Any registerable interest** involving the Service Provider and the Minister for Justice, members of the Government, members of the Oireachtas, or employees of the Probation Service, PBNI, Prison Services, Courts Services, An Garda Síochána, PSNI and their relatives must be fully disclosed in the response to this RFP or, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract, it should be communicated to the Probation Service and immediately upon such information becoming known to the Service Provider. The terms ‘registerable interest’ and ‘relative’ shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995 and the Standards in Public Office Act 2001.
7. **The Contracting Authority** reserves the right to terminate the contract at any time following one months’ notice in writing to do so. However, a Service Provider, appointed as a result of this RFP, competition may be removed at any time where, in the opinion of the Contracting Authority, the Service Provider demonstrates incapacity to effectively discharge the duties for which they were appointed. Before carrying out such action, the Contracting Authority will serve, or cause to be served, a notice on the company at its registered address, stating the reasons for the proposed removal, and affording the Service Provider an opportunity to respond in advance of reaching a decision.
8. **The Contracting Authority** may at any time forthwith terminate a contract if the Service Provider shall become subject to the bankruptcy laws or seek or take protection of the court or make any arrangement or composition with creditors or suffer any execution on premises or in the case of a company enter into liquidation whether compulsory or voluntary, or if a receiver is appointed over all or any part of the assets or undertakings of the company.

The successful Service Provider shall be prohibited from transferring or assigning, directly or indirectly to any person or persons whatsoever, any portion of this contract without the written permission of the Contracting Authority.

1. **The contract** shall consist of:-

* This Request for Proposal document;
* Service Providers response Proposal;
* Any mutually agreed written clarification, variation or term and condition annexed to, and thereafter forming part of the contract.

1. **Respondents** must follow the format of the Request for Proposal Document. Failure to demonstrate clearly that all requirements are met will invalidate the response.

**Appendix A**

**Proposal Response Form**

**Registered Company Name/Individual:**

Incorporated under the laws of (country):

**Registered Address:**

**Business Address (if different):**

Telephone:

Fax:

Email:

We confirm that we have read and understand the Request for Proposal document in full, and agree to be bound by its terms and requirements. We submit for consideration the attached response to the Request for Proposal on the basis that We will meet all the requirements specified in the RFP. Should our offer to act as Service Providers be accepted we agree to be bound by the terms and requirements of both documents and any mutually agreed variation annexed to, and thereafter forming part of the contract.

Further we confirm that our Proposal holds good for 90 days from the submission date.

**Signature of Company Representative/Individual:**

**Position held**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( )

**Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. A number of articles have already been identified and / or are in progress. This information will be shared with the successful provider. [↑](#footnote-ref-1)