

Invitation to Tender

for

Planning Adviser

March 2017

1. Overview of Scottish Public Services Ombudsman (SPSO)

The Scottish Public Services Ombudsman (SPSO) is the final stage for handling complaints about organisations providing public services in Scotland. The bodies within the Ombudsman's jurisdiction include councils, the NHS, housing associations, most water and sewerage providers, the Scottish Government and associated agencies, colleges and universities, prisons and most Scottish public bodies.

The Ombudsman, Jim Martin is an independent public official appointed by HM The Queen on the nomination of the Scottish Parliament. His decisions can be judicially reviewed by the Court of Session. Approximately 60 staff are based at his offices in Edinburgh and they are supported in their casework by 11 professional advisers.

The Ombudsman's Investigation Reports must be laid before the Scottish Parliament and are all available on his website:

www.spsso.org.uk/our-findings

The Ombudsman's Annual Reports are available at:

www.spsso.org.uk/annual-reports

The Ombudsman's most recent Local Authority Sector report with relevant planning case examples is available at:

www.spsso.org.uk/information-local-government-sector

2. Planning Adviser – Scope

The Ombudsman is inviting tenders for the provision of consultancy services relating to advising on planning matters.

The Planning Adviser will provide timely written and verbal advice on individual complaints regarding matters relating to planning including procedural matters, issues of interpretation of planning policy or legislation, and general custom and practice in the planning process.

The range of cases that come to the Ombudsman's office is wide and varied and the type of advice required may vary significantly.

Please note, the Ombudsman does not determine legal matters and cannot rule on points of law.

Key Deliverables

The Planning Adviser will be accountable to the Ombudsman.

The Planning Adviser will endeavour to provide advice within timescales agreed on a case by case basis, taking no longer than 20 working days unless otherwise agreed.

The process may include analysing internal and external correspondence and, on occasion interviewing complainants. The Planning Adviser will have access to all relevant files.

The Planning Adviser will be available to work a minimum of two days per month.

Additional responsibilities

The Planning Adviser may be required to contribute to in-house staff training on planning matters and to contribute to SPSO publications including the Annual Report.

3. Invitation to Tender Response

Your proposal should include:

- A sample report providing planning advice, based on those which you have produced for previous clients or an employer (de-personalised). This is so that we can get an insight in to the likely format of the reports that you will produce for us;
- Details of relevant experience including evidence of a history of effective advice giving in relation to planning matters;
- Your CV highlighting relevant skills, experience and training in relation to handling complaints;
- Details of 3 Referees;
- Our expectation is that we are dealing with one individual throughout the duration of the contract. Resource should not be substituted without prior written consent from the SPSO. Please confirm that you are able to satisfy this requirement;
- Also please advise if you are aware of any Conflict of Interest in providing services to the SPSO;
- Please advise if you are self-employed or if you are an employee of a company;
- Please also advise what level of Professional Indemnity Insurance and Public Liability Insurance cover you / your company has in place.

4. Contract Terms

4.1. Length of contract

The contract will be for a 12 month term, with a six month review.

4.2. Location

Office space can be made available within the SPSO's office in Edinburgh. The Planning Adviser may also choose to work from elsewhere.

4.3. Confidentiality

All records, working papers, reports and other information held by the Planning Adviser in fulfilling this contract will remain the property of the SPSO. At the end of the contract all applicable paperwork must reside with the SPSO.

The Planning Adviser must undertake not to publish or communicate the results or content of any of their work to anyone other than the SPSO and the complainant. This undertaking continues beyond the life of the contract.

Any breach of confidentiality of contract or restricted information will constitute a material breach of contract and enable the SPSO to terminate the contract.

4.4. Freedom of information (FOI)

Agreed information summarising the Planning Advisers relevant background and experience may be made available upon request and in response to any FOI request.

5. Pricing

The daily rate being offered for this work (based on a 7 hour working day) is £290.00 (plus travel) excluding VAT. It is anticipated that the work will be conducted at our offices in Edinburgh or at the Planning Adviser’s own premises except for travel to and from case related meetings. Therefore other expenses will not be applicable for this work.

Rates will be fixed for the duration of the contract.

6. ITT Process

6.1. Questions

Any questions relating to this ITT should be sent via e-mail to recruitment@spsso.org.uk

6.2. Proposal Submission

Your response should include:

<p>Table of Contents (with corresponding page numbers relating to the proposal)</p>	
<p>Executive Summary A brief summary demonstrating your understanding of the SPSO’s requirements.</p>	
<p>Main Response To aid the evaluation process you should ensure that your response is in the format outlined below:</p> <p>Schedule 1: Approach (as per section 3)</p> <ul style="list-style-type: none"> • Sample Report (De-personalised) • Relevant Experience • Curriculum Vitae highlighting relevant skills, experience and training • 3 Referees • Confirmation of dedicated resource. • Statement re: Conflict of Interest. • Confirmation of status – self-employed or employee of a company. • Details of Professional Indemnity and Public Liability Insurance cover. <p>Schedule 2: Pricing (as per section 5) Please clearly state any assumptions you have made in formulating your proposal.</p>	

7. Evaluation Process and Criteria

Upon receipt the SPSO will review and evaluate the proposal. The SPSO may request clarification from the Planning Adviser if there are questions concerning the proposal.

Proposals will be evaluated on:

- Understanding of the SPSO's requirements
- Quality of draft sample report
- Skills and relevant experience in relation to planning, complaint resolution, complaint handling and learning and continuous improvement
- References

8. ITT Terms and Conditions

8.1. Confidentiality

The Planning Adviser will not issue any public statements or otherwise disclose any information concerning this ITT, the process and its participation in the process without the prior written approval of the SPSO.

8.2. Legal Disclaimer

This ITT is an invitation to propose and does not in any manner create an offer or other obligation on the part of the SPSO to enter into any contract.

All expenses and costs incurred by the Planning Adviser in completing, submitting and delivering the bids, together with any costs incurred during the post tender stage, will be to the adjudicator's account. The SPSO are not bound to accept the lowest or any bid.

8.3. Use of Information

This ITT and any other information furnished hereunder shall be used solely for the purpose of responding to this ITT. Reproduction of any part of this ITT is authorised only to the extent necessary for the preparation of your response. The Planning Adviser shall ensure that all such copies are destroyed when no longer required in connection with this ITT. The above shall supersede any confidentiality agreements between the SPSO and the Planning Adviser.

9. Timeline

An indicative timetable is set out below. The SPSO reserves the right to amend the dates if required.

Issue invitation to tender	13 March 2017
Response due date	17:00, 27 March 2017
Bid analysis	29-31 March 2017
Meeting with short-list providers	5 April 2017
Award contract	After 6 April 2017
Contract start date	April or May 2017 (by mutual agreement)