Invitation to tender for the provision of

**Independent Customer Complaints Reviewer (ICCR) Services**

to the



Scottish Public Services Ombudsman (SPSO)

August 2018

## Introduction

## The SPSO’s Role and Function

The Scottish Public Services Ombudsman (SPSO) has a wide remit, covering a variety of functions and services.

Her powers and duties come from the Scottish Public Services Ombudsman Act 2002 which gives her three distinct areas of statutory functions:

1. the final stage for complaints about most devolved public services in Scotland including councils, the health service, prisons, water and sewerage providers, Scottish Government, universities and colleges
2. specific powers and responsibilities to publish complaints handling procedures, and monitor support best practice in complaints handling
3. Independent Review Service for the Scottish Welfare Fund with the power to overturn and substitute decisions made by councils on Community Care and Crisis Grant applications.

Details of the Ombudsman’s team are available at:

<http://www.spso.org.uk/who-we-are>

The Ombudsman’s most recent Annual Report is available at:

<http://www.spso.org.uk/annual-reports>

## Service being procured:

## Independent Customer Complaints Reviewer (ICCR)

### Background and Scope

The Ombudsman is inviting tenders for the provision of Independent Customer Complaints Reviewer (ICCR) service with the responsibility of independently reviewing customer service complaints about the SPSO.

The SPSO regards any complaints about our service very seriously and aim to address any areas where we have not met the standards we expect of ourselves. We also strive for the highest levels of complaints handling. In line with the standards we set for public bodies under our jurisdiction, we respond to customer service complaints through a two-stage internal process with final investigation of stage 2 complaints by a manager or by a member of our Leadership Team. If a complainant remains unhappy about our response to their formal service complaint they have the right to approach the ICCR to review their complaint.

The ICCR is a non-statutory role established voluntarily by the SPSO in 1 October 2007 to confirm that we have robust arrangements for ensuring that customer service complaints are dealt with well and that complainants have the opportunity for review by someone outside of the organisation. It is also designed to help us learn lessons from complaints and to help us improve service provision. In 2017-18 the ICCR received 14 referrals and completed two full investigations and two short reviews. The annual reports for the ICCR are published on our website here: <https://www.spso.org.uk/customer-service-complaints>

The ICCR will be responsible for investigating and responding to complaints about the service provided by the SPSO in the carrying out of its statutory functions. <https://www.spso.org.uk/customer-service-standards>

The ICCR role is limited to complaints about the service the SPSO provides, including failure to meet SPSO’s service standards. Matters related to the SPSO’s decisions or basis for those decisions (including evidence gathered to make that decision) are not issues within the ICCR remit. There is a separate review process for disagreements with the SPSO decisions.

The ICCR will usually only handle complaints where the SPSO itself has attempted resolution and responded to the complainant through its internal customer service complaints procedure. Where a customer approaches the ICCR with a complaint which hasn’t been handled through the SPSO’s internal arrangements they must be directed to the SPSO for handling, unless SPSO agrees that there are factors involved which make it unreasonable to do so.

In addition to considering complaints about the service provided, the ICCR will also consider the manner in which the complaint has been handled, including whether SPSO has handled the complaint in line with its complaints handling procedure. Information on the SPSO’s complaints handling can be found on the SPSO website at <https://www.spso.org.uk/customer-service-standards>

The ICCR will be accountable to the Ombudsman for the service provided, without compromising the independence of the ICCR’s assessment of, and decisions about, complaints about the SPSO.

### Key Responsibilities

The ICCR will be responsible for investigating and responding to complaints about the service provided by the SPSO.

The ICCR will aim to acknowledge complaints within 3 days of receipt and reply in full within 40 working days of receipt of the complaint. Where this is not possible the ICCR will explain this to the complainant and set a clear timescale for further progress with the case.

For the purpose of the ICCR’s work, they will have access to all relevant files. The review of complaints may involve analysing internal and external correspondence and interviewing complainants and relevant staff where this is appropriate. The ICCR will need to be able to demonstrate that they can comply with Data protection legislation, and ATI legislation as well as SPSO policies on information security. This will apply to all the paper and electronic data, and information, you receive and create as part of your employment/contract with the SPSO, regardless of where you work or store it.

The ICCR will be required to issue a final report to the complainant and the Ombudsman. Where appropriate the ICCR will make recommendations relating to SPSO service provision, including, for example, improvements to processes and procedures. Any recommendations on investigations will be set out in the same standardised manner as used by the Ombudsman.

Each year (in April) the ICCR will be required to produce a formal report about their work on complaints in the previous year, which will be published on our website. The first report will be required on 1 May 2019, reporting on the period from the point of award of contract to the end of March 2019. Where possible, this should include themes, trends, and patterns identified from SPSO’s handling of service complaints.

The ICCR may be asked by the Ombudsman to undertake further work in relation their findings. The scope of this would be determined by the Ombudsman.

## Contract Terms

### Confidentiality

Bidders must be aware of, and take account of, the confidentiality requirements of section 19 of the SPSO Act. A copy of section 19 is attached at Annex 1.

All records, working papers, reports and other information held by the ICCR 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 ICCR 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.

In addition, Data protection legislation, and ATI legislation apply to all the paper and electronic data, and information, you receive and create as part of your contract with the SPSO. You must comply with the contract, the SPSO Records Management and Security Guidance and any other specific reasonable instructions or directions from SPSO to ensure that the SPSO meets its duties under Data Protection legislation, Access to Information legislation (ATI, for example, FOISA, EIRs) and the Scottish Public Services Act 2002 confidentiality provisions. The guidance is located in the [SPSO Information Governance handbook](https://www.spso.org.uk/sites/spso/files/communications_material/business_information/InformationGovernance.pdf). which may be amended from time to time.

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

### Length of contract

The contract will be for a one year term, commencing **24 September 2018** with the option to extend by up to three years, dependant on funding availability.

### Location

Office space can be made available within the SPSO’s office in Edinburgh. The ICCR may also choose to work remotely from elsewhere.

## Tender Submissions

Your tender submission **must** include:

1. Your CV highlighting relevant skills, experience and training in relation to handling complaints, and advising on and driving continuous improvement in customer service delivery.
2. Details of experience relating to similar work, including evidence of a history of effective complaint resolution carried out for two clients (with contact details), who would be willing to provide the Ombudsman with a reference.
3. A de-personalised sample report reviewing the service delivery aspects of a mock case, based on those which you have produced for previous clients or an employer This is so that we can get an insight in to the likely format of the reports that you will produce for us.
4. Details of what quality assurance procedures you have or would put in place to ensure that you deliver a consistent, high quality service.
5. Describe the systems and processes you have in place to ensure that information you process on behalf of the SPSO is kept secure, confidential and is protected from loss or unauthorised access and exploitation taking into account data protection and ATI legislation as well as current guidance in the SPSO information governance handbook.
6. Resource arrangements: our expectation is that we will be dealing with one dedicated ICCR 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.
7. Pricing: All pricing should be submitted in GBP. A day rate or half day rate should be provided (based on a seven hour working day). VAT (if applicable) should be listed separately. It is anticipated that the work will be conducted at our offices in Edinburgh or at the ICCR’s own premises. Expenses, including overheads, will not be applicable for this work. Rates should be fixed for the duration of the contract. Please advise if you are self-employed or if you are an employee of a company.
8. Confirmation of Professional Indemnity Insurance and Public Liability Insurance cover you / your company has in place.
9. Evidence of Living Wage Employer status, where additional staff are employed.
10. The identification of any conflict of interest in providing services to the SPSO.
11. Requirement in terms of payment e.g. monthly invoice/payment periods.
12. The standard terms of the contract regarding termination.

## Timetable

The timetable for this tender process is as follows:

|  |  |
| --- | --- |
| Invitation to tender issued | Monday 6 August 2018 |
| Deadline for submission of tenders | Friday 24 August 2018 |
| Evaluate tenders | Tuesday 28 August 2018 |
| **Meetings/teleconference with short-listed bidders** | **4-6 September 2018** |
| Appoint supplier | Friday 14 September 2018 |
| Contract start date | Monday 24 September 2018 |

## Terms and Conditions

### Confidentiality

The ICCR will not issue any public statements or otherwise disclose any information concerning this Invitation to Tender (ITT), the process and its participation in the process without the prior written approval of the SPSO.

### 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 ICCR in completing, submitting and delivering the bids, together with any costs incurred during the post tender stage, will be to the applicant’s account. The SPSO are not bound to accept the lowest or any bid.

### 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. All applicant’s including the the new ICCR 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 ICCR.

## Administration of tender

### Contracts and Procurement Policy

This ITT, tendering process and the eventual contract are being managed in accordance with the SPSO’s Procurement Policy. This is available as Section 9 of our Finance Handbook, available online as a PDF here:

<https://www.spso.org.uk/spso-policies>

The policy is designed to ensure that all SPSO procurement activity is focussed on the delivery of value for money and conducted to high professional standards and to the relevant legal requirements. In particular, our Procurement Standards include Value for Money, Responsible Purchasing, Ethical Standards, Openness and transparency.

The SPSO is an accredited Living Wage employer and the successful bidder must also meet this standard.

Occasionally, contractors may provide information to the SPSO on the basis that it will remain confidential and will not be disclosed in the event that an information request is made for it. The SPSO will agree to accept information in confidence from contractors only in very limited circumstances. Even where we do agree to accept information in confidence, the information may still be disclosed if the disclosure would no longer constitute an actionable breach of confidence, for example, if the information is no longer confidential.

### Tender conditions

Suppliers are invited to submit a tender, including all expenses, for providing the services as described in this document.

1. Potential suppliers must meet their own costs of responding to this tender and any costs they incur in responding to this tender.
2. Prices quoted must be held firm for at least 45 days from the closing date for tenders
3. The supplier must be willing for the response to this invitation to tender to form part of the contractual relationship with the Scottish Public Services Ombudsman.

## Making a tender

Please note that the closing time and date for tender responses is 17:00 hrs on **Friday 24 August 2018**. Any response received after that time will not be considered further.

A full response to this tender must be addressed by email to [fiona.paterson@spso.gsi.gov.uk](mailto:fiona.paterson@spso.gsi.gov.uk) or in hard copy to:

Fiona Paterson

Corporate Services Manager

Scottish Public Services Ombudsman

4 Melville Street

Edinburgh

EH3 7NS

Your submission must be clearly marked “RESPONSE to ICCR Consultancy Services Tender” in order to ensure the contents are not opened before the deadline.

Any questions or requests for clarification may be emailed to [fiona.paterson@spso.gsi.gov.uk](mailto:fiona.paterson@spso.gsi.gov.uk) **no later than Monday 13 August 2018**. Your email must be clearly titled “ENQUIRY about Independent Customer Complaints Reviewer tender”.

## Assessment of tenders

The assessment of tenders will be undertaken by an evaluation panel which will include representatives from SPSO Leadership Team. The panel will consider all tenders and will make a decision on the basis of how closely tenders meet the requirements set out in this invitation. If a tender does not conform to the tender requirements it will not be considered further.

Each item in the tender submission will be given a score as follows:

|  |  |
| --- | --- |
| *Score* | *Description* |
| 5- Excellent | Meets exactly the specified standard |
| 4- Good | Meets the standard well but not completely |
| 3- Fair | Mostly meets the standard but fails in parts |
| 2- Doubtful | Mostly fails the standard but meets in some |
| 1- Poor | Significantly fails to meet standard |
| 0- Reject | Completely fails to meet standard |

The scores will then be multiplied to give them the weighted percentage score out of 100% as follows:

|  |  |  |
| --- | --- | --- |
| 1 | CV highlighting relevant skills | 30% |
| 2 | Experience of similar work including 2 references | 20% |
| 3 | Sample report | 20% |
| 4 | Quality assurance procedures | 10% |
| 5 | Information security processes and procedures | 10% |
| 6 | Resourcing arrangements | 5% |
| 7 | Breakdown of costs with VAT | 5% |
| 8 | Living Wage standards met | 0% |
| 9 | Conflicts of Interest | 0% |
| 10 | Professional indemnity / liability | 0% |
| 11 | Payment requirements | 0% |
| 12 | Terms of contract regarding termination | 0% |

Items 8 - 12 – This information is required but will not form part of the weighted score.

The Ombudsman and/or SPSO representatives may undertake, if deemed appropriate, communications with bidders to clarify / verify their tender submissions. This may be in writing, by phone.

## Annex 1: Section 19 of the Scottish Public Services Ombudsman Act 2002 (as amended[[1]](#footnote-1))

19 Confidentiality of information

(1) Information obtained by the Ombudsman or any of the Ombudsman's advisers in connection with any matter in respect of which a complaint or a request has been made must not be disclosed except for any of the purposes specified in subsection (2) or as permitted by subsection (3).

(2) Those purposes are—

(a) the purposes of—

(i) any consideration of the complaint or request (including any statement under section 11),

(ii) any investigation of the matter (including any report of such an investigation),

(b) the purposes of any proceedings for—

(i) an offence under the Official Secrets Acts 1911 to 1989 alleged to have been committed in respect of information obtained by the Ombudsman,

(ii) an offence of perjury alleged to have been committed in the course of any investigation of the matter,

(c) the purposes of an inquiry with a view to the taking of any of the proceedings mentioned in paragraph (b),

(d) the purposes of any proceedings under section 14,

(e) where subsection (2A) applies, the purposes of a welfare fund review.1

(2A) This subsection applies if –

(a) the matter in respect of which the complaint or request has been made relates to an exercise of a function by a local authority on an application to receive assistance in pursuance of section 2 of the 2015 Act, and

(b) the welfare fund review relates to the decision made by the authority on that application.

(2B) Information obtained by the Ombudsman or any of the Ombudsman’s advisers in connection with a welfare fund review must not be disclosed except for any of the purposes specified in subsection (2C) or as permitted by subsection (3).

(2C) Those purposes are –

(a) the purposes of review,

(b) the purposes of any proceedings for –

(i) an offence under the Official Secrets Act 1911 to 1989 alleged to have been committed in respect of information obtained by the Ombudsman,

(ii) an offence of perjury alleged to have been committed in the course of the review,

(c) the purposes of an inquiry with a view to the taking of any proeedings mentioned in paragraph (b),

(d) where subsection (2D) applies, the purposes of any consideration of a complaint or request in respect of a matter, or the investigation of the matter.

(2D) This subsection applies if –

(a) the matter in respect of which the complaint or request has been made relates to an exercise of a function by a local authority on an application to receive assistance in pursuance of section 2 of the 2015 Act, and

(b) the welfare fund review relates to the decision made by the authority on that application.2

(3) Where information referred to in subsection (1) or (2B)3 is to the effect that any person is likely to constitute a threat to the health or safety of individuals (in particular or in general)4, the Ombudsman may disclose the information to any person to whom the Ombudsman thinks it should be disclosed in the interests of the health or5 safety of the particular individuals or, as the case may be, individuals in general6.

(4) In relation to information disclosed under subsection (3), the Ombudsman must—

(a) where the Ombudsman knows the identity of the person to whom the information relates, inform that person of the disclosure of the information and of the identity of the person to whom it has been disclosed, and

(b) inform the person from whom the information was obtained of the disclosure.

(4A) The duty under subsection (4)(a) to inform a person about the identity of a person to whom information has been disclosed does not apply where informing the former person is likely to constitute a threat to the health or safety of the latter person.7

(5) It is not competent to call upon the Ombudsman or the Ombudsman's advisers to give evidence in any proceedings (other than proceedings referred to in subsection (2)) of matters coming to the knowledge of the Ombudsman or advisers in connection with any matter in respect of which a complaint or request has been made.

(5A) It is not competent to call upon the Ombudsman or the Ombudsman’s advisers to give evidence in any proceedings (other than proceedings referred to in subsection (2C)) of matters coming to the knowledge of the Ombudsman or advisers in connection with a welfare fund review.8

(6) A member of the Scottish Government may give notice in writing to the Ombudsman with respect to—

(a) any document or information specified in the notice, or

(b) any class of document or information so specified,

that, in the opinion of the member of the Scottish Government9, the disclosure of the document or information, or of documents or information of that class, would be contrary to the public interest.

(7) Where such a notice is given nothing in this Act is to be construed as authorising or requiring the Ombudsman or any of the Ombudsman's advisers to communicate to any person or for any purpose any document or information specified in the notice, or any document or information of a class so specified.

(8) Information obtained from—

(a) the Information Commissioner by virtue of section 76 of the Freedom of Information Act 2000 (c 36), or

(b) the Scottish Information Commissioner by virtue of section 63 of the Freedom of Information (Scotland) Act 2002 (asp 13), 10

is to be treated for the purposes of subsection (1) as obtained in connection with any matter in respect of which a complaint or request has been made.

(9) In relation to such information, subsection (2)(a) has effect as if—

(a) the reference in sub-paragraph (i) to the complaint or request were a reference to any complaint or request, and

(b) the reference in sub-paragraph (ii) to the matter were a reference to any matter.

(10) In this section and section 20 references to the Ombudsman's advisers are to persons from whom the Ombudsman obtains advice under paragraph 10 of schedule 1.

1. This is a version of section 19 as amended which has been prepared by SPSO for internal use only and is shared here for background information. [↑](#footnote-ref-1)