

Invitation to Tender for Design Services

March 2019



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1. Overview of Scottish Public Services Ombudsman (SPSO)

The Scottish Public Services Ombudsman 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:

- 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. We are not an appeal body for the decisions of organisations. We can check that a decision has been properly made, but we cannot change or overturn it. If we find that something's gone wrong, we can make recommendations to put things right. The SPSO's decisions must be laid before the Scottish Parliament and are available on the SPSO website: <http://www.spsso.org.uk/our-findings>
- Specific powers and responsibilities to publish complaints handling procedures, and to monitor and support best practice in complaints handling. You can read about this on our Complaints Standards Authority website www.valuingcomplaints.org.uk.
- 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. You can read about this on our [Scottish Welfare Fund website](#).

All of the SPSO's services are free and independent.

Around 65 staff are based at the offices in Edinburgh. Further details about the organisation are available at: <http://www.spsso.org.uk/about-us>.



2. Design Services – Scope

The SPSO is inviting tenders for the provision of design services (referred to as the Provider throughout). The key external audiences for SPSO materials are members of the public (including some vulnerable people such as prisoners), public authorities and the Scottish Parliament. The role requires working with the communications team to achieve the strategic objectives of

- raising informed awareness of the SPSO service
- sharing the learning from the findings of SPSO's consideration of complaints
- promoting good complaints handling.

Some of the SPSO's service users have accessibility requirements and it is essential that the Provider ensures that not only is the SPSO meeting its duties under legislation, but is delivering written materials that are accessible for all service users. An up-to-date awareness of best practice in accessibility is required for this role.

The SPSO's remit has continually expanded since it was set up and further expansions are expected over the next several years; this will include the introduction of statutory powers as the Independent National Whistleblowing Officer.

There will therefore be a focus on developing SPSO's presence to support future changes in demand for its service. The Provider should be able to demonstrate flexibility and an understanding of the SPSO's role in order to make suggestions that will support the office in this changing environment, including suggesting new communication tools, as appropriate.

2.1. Key Deliverables

The purpose of the contract will be to work with the SPSO communications team to professionally design materials from content supplied by the SPSO.

This is likely to include design for the following, but not limited to:

- Information leaflets for service users
- Guidance brochures for public service organisations
- Annual report & accounts
- Strategic plan
- Posters and display materials
- Event materials such as programme, presentations and branded staging material
- Infographics, flowcharts (as part of reports or standalone)



We are planning to grow our presence on social media and provide more creative (audio)visual content online; while not a requirement as part of this contract, there may be opportunity for the Provider to provide digital design services as well.

SPSO's visual identity was updated in 2018. All publications must adhere to the new SPSO brand guidelines, incorporating existing logo, colour scheme and other design elements. Please refer to the [SPSO brand guidelines](#).

Examples of SPSO written materials are available at <http://www.spsso.org.uk/information-leaflets>.

The SPSO's most recent annual report is available at: <http://www.spsso.org.uk/annual-reports>

The Provider should demonstrate flexibility, imaginative thinking and innovation. Our communications must be customer centred with our brand identity used in a creative, yet consistent way.

The Provider's role is to support the communications team by:

- responding timeously to their requests to design and develop new and/or improved tools for raising awareness and sharing learning and good practice
- on their own initiative, offering ideas to improve the design of SPSO materials
- being able to give advice on how the materials ensure that not only is the SPSO meeting its duties under legislation, but is delivering in practice written communications that are accessible for all service users. An up-to-date awareness of best practice in accessibility is essential.



3. Contract terms

3.1 Length of contract

The contract will be for a one year term, commencing 1 June 2019, with the option to extend a further two years, dependent on the SPSO's satisfaction with the service provided.

3.2 Location

The Provider will use their own facilities. They should be willing to travel to Edinburgh as required by SPSO, and be available for telephone/video conferencing to discuss individual projects on occasion.

3.3 Confidentiality

All records, working papers, reports and other information held by the Provider 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 Provider must undertake not to publish or communicate the results or content of any of their work to anyone other than the SPSO. 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. Tender Submissions

Your response should provide the following information:

1. A brief description of your company. This description should include such items as: size; number of staff; brief CVs for all personnel involved; numbers and types of clients; age of company; location of company headquarters. It should also highlight relevant skills and experience, particularly in the public sector and/or not-for-profit sector.
2. A description of relevant experience of working on similar contracts as the one required by SPSO. This should include the names and size of two such clients, and show sample products that you have created for them. The products should be clear, impactful and professional, and demonstrate a good understanding of how to communicate the organisations' key messages as well as of meeting accessibility requirements.
3. Detailed costings. All pricing should be submitted in GBP. Tenders should quote a fixed hourly rate for services. VAT should be listed separately. It is anticipated that the work will be conducted at the Provider's own premises. Therefore expenses will not be applicable for this work. Rates should be fixed for the duration of the contract..
4. Description of how original material is archived and kept.
5. Details of standard production times for the types of the sample materials listed under 2.1. key deliverables.
6. Details of three referees.
7. Confirmation that we will be dealing with one company throughout the duration of the contract. Resource should not be substituted without prior written consent from the SPSO.
8. Details of any conflict of interest that might arise if you were to provide services to the SPSO.
9. Confirmation of the level of Professional Indemnity Insurance and Public Liability Insurance cover you / your company has in place.
10. Evidence of Living Wage Employer status, where additional staff are employed.



5. ITT Process

5.1 Questions

Any questions relating to this ITT should be sent via e-mail to theresa.valtin@spsso.gsi.gov.uk by **Thursday 11 April 2019**.

5.2 Procurement timeline

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

Issue Invitation to Tender	Monday 25 March
Response Due Date	Friday 19 April
Bid Analysis	22-26- April 2019
Meetings with short-listed service providers	8-10 May 2019
Award contract subject to agreeing terms and conditions	Monday 13 May 2019
Contract start date	1 June 2019

5.3. Proposal submission

Your proposal must be sent via e-mail to theresa.valtin@spsso.gsi.gov.uk by Friday 19 April 2019. The SPSO reserves the right to amend the dates if required.

The subject header should be: TENDER DOCUMENT: Design Services



6. Evaluation Process and Criteria

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

Proposals will be evaluated on:

- understanding of the SPSO's requirements
- quality of example materials provided
- skills and relevant experience for the task, including evidence of design expertise and ability to successfully communicate key messages, awareness of accessibility requirements and evidence of meeting/surpassing them, internal practices (production process and times, archiving).
- references
- value for money
- interviews with SPSO representatives (for those that are short-listed, where appropriate)

7. ITT Terms and Conditions

7.1 Confidentiality

The Provider 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.

7.2. 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 SPSO to enter into a contract.

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

7.3. 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. All applicants 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 Provider.



In line with FOI section 60 code, Providers should be aware that under current procurement legislation in relation to statutory duties under FOI their information may have to be disclosed by SPSO in response to information requests, unless it is genuinely sensitive in nature and therefore is exempt from release (for example because commercial interests may be harmed, or its disclosure would constitute an actionable breach of confidence). However, SPSO will recognise a Provider's legitimate commercial concerns. As such, the Provider should identify to SPSO any information that is believed to be truly sensitive, and to explain why and how long it is likely to remain so. SPSO will also consult with Provider upon receipt of a request for information previously highlighted as being sensitive, The final decision on the release or withholding of information rests with SPSO.

7.4. Feedback

Providers who are unsuccessful with the proposals have the right to ask SPSO why their tender was unsuccessful and SPSO will provide feedback when requested.