



Invitation to tender for the provision of a **soft phone telephony system** to the Scottish Public Services Ombudsman (SPSO)

January 2024

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Introduction

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 and the Public Services Reform (The Scottish Public Services Ombudsman) (Healthcare Whistleblowing) Order 2020 which gives her four 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;
- specific powers and responsibilities to publish complaints handling procedures, and to monitor and support best practice in complaints handling;
- 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; and
- the role of Independent National Whistleblowing Officer (INWO) for the NHS in Scotland, the final stage for complaints about how the NHS considers whistleblowing disclosures and the treatment of individuals concerned.

Details of the Ombudsman's team are available at: <https://www.spsso.org.uk/about-us>

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

Service being procured: telephony services

Specification

We are inviting tenders for the provision of soft phone telephony services for The Scottish Public Services Ombudsman (SPSO), who is located in Bridgeside House, 99 McDonald Road, Edinburgh, EH7 4NS.

The successful contracts from this invitation to tender will:

- commence on **Monday 1 April 2024** for an initial period of 2 years, with the option to renew for a further 3 years.
- be provided by a single supplier
- meet the Living Wage standard
- share our commitment to achieving net zero by 2030 and supporting our environmental sustainability

Detailed functional requirements are listed in **Annex 2**. Bidders are invited to provide a response to each point, using Annex 2 as a template, which will form the main basis of our evaluation.

Please note: Successful tender will be subject to whether the software can be hosted through our managed IT services. If any software needs to be installed on client-side servers or devices, please give details of this software.

Tender submission requirements

All bidders must use the template provided at **Annex 2** for their response. Tender submissions **must** include:

1. Functional Requirements (weighting 30%)

A detailed response addressing all areas identified in the Functional Requirements listed in Annex 2.

2. Costs (weighting 20%)

A breakdown of costs for the work detailing costs per person per hour and all consumables. Please identify the following:

- a. Installation and set-up costs
- b. All ongoing service charges
- c. Add-ons / different levels of service

- d. Total cost of contract over 2 years
- e. If additional costs could be incurred in the course of the contract, please give examples of these with indicative costs, e.g. adding new users, additional lines, upgrades, support, enhancements.
- f. Note: All of the above should clearly show VAT

3. Cyber security and resilience (weighting 20%)

- a. The supplier must have achieved Cyber Essentials / Cyber Essentials + accreditation or be able to supply evidence of how they align with Cyber Essentials accreditation.
- b. Multi-factor authentication must be available for both administrator and general user accounts

4. Experience (weighting 10%)

Details of the bidder's experience relating to similar work. Summaries of relevant work carried out for two clients (with contact details), who would be willing to provide the Ombudsman with a reference.

5. Implementation plan (weighting 10%)

6. Ongoing support and service standards (weighting 10%)

Details for the provision of ongoing support and related service standards. Include:

- a. A description of training to be provided to key support staff - please advise what format you would propose this would take, and what it would cover.
- b. Support to be provided during core working hours of 08:30 - 17:30, Monday to Friday. Please provide details of how this will be provided, including SLA response times.
- c. Maintenance to be provided, e.g., software updates/upgrades as required.

7. Evidence of Living Wage Employer status (weighting yes/no)

SPSO is an accredited Living Wage Employer, and is committed to encouraging suppliers to pay the Living Wage. Provide evidence or details of your Living Wage Employer status, or equivalent pay policy in respect of the Living wage, and whether those engaged in delivering this service will be paid the Living Wage.

8. Information security processes and procedures (weighting yes/no)

Describe the systems and processes you have in place to ensure that information you process on behalf of the Ombudsman is kept secure, confidential and is protected from loss or unauthorised access and exploitation taking into account data protection and ATI legislation.

Provide any additional information that helps to demonstrate your compliance with the UK GDPR.

- 9. Confirmation of Professional Indemnity Insurance and Public Liability Insurance cover your company has in place (weighting yes/no)
- 10. The identification of any conflict of interest in providing services to the SPSO (weighting yes/no)
- 11. Requirement in terms of payment e.g. monthly invoice/payment periods (weighting yes/no)
- 12. The standard terms of the contract regarding termination (weighting yes/no)
- 13. Assurance of assisting our aims of achieving net zero by 2030, and supporting environmental sustainability (weighting yes/no)

Timetable

The timetable for this project is as follows:

| | |
|--|--------------------------------------|
| Invitation to tender issued | w/b Monday 8 January 2024 |
| Deadline for submission of tenders | 17:00, Friday 9 February 2024 |
| Evaluate tenders (*clarification enquiries if required) | w/b Monday 19 February 2024 |
| Interview and/or demonstration of the system with short-listed contractors (if required) | w/b Monday 4 March 2024 |
| Appoint supplier | w/b Monday 18 March 2024 |
| Contract Commencement | Monday 1 April 2024 |

* Representatives from the panel may undertake, if deemed appropriate, communications with bidders to clarify / verify their tender submissions. This may be in writing, by video conference, or by phone. These meetings would not form part of the evaluation process and therefore would not be marked separately but they will be used to validate the scores allocated to your response

The required service implementation date will be in March 2024 to align with the end of our previous telephony contract. The successful bidder may be required to conduct preparatory work, including liaising with other contractors to facilitate installation.

Submitting a tender

Tenders must be received by the closing date and time noted. Any response received after that date will not be considered further.

A full response to this tender must be clearly marked 'RESPONSE to Telephony Services Tender' in order to ensure the contents are not opened before the deadline, and emailed to ICT@sps.gov.scot, addressed to Katy O'Dea, SPSO ICT Systems Analyst.

Any questions or requests for clarification may be emailed to ICT@sps.gov.scot in good time to meet the submission deadline. Your email must be clearly titled 'ENQUIRY about Telephony Services Tender'.

The SPSO privacy notice can be found on our website here: [Privacy notice | SPSO](#)

Assessment of tenders

The assessment of tenders will be undertaken by an evaluation panel. The panel will consider all tenders against the Functional Requirements set out in Annex 2 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 substantially conform to the tender requirements it will not be considered further, in particular, any submission with a score of zero against an essential functional requirement will be rejected.

The following requirements will be scored and weighted to give each submission a score out of 100% as follows:

| | <i>Tender requirements</i> | <i>%</i> | <i>Weighting</i> |
|---|--|----------|------------------|
| 1 | Response to Functional Requirements (Annex 2) | 30% | x6 |
| 2 | Breakdown of costs with VAT | 20% | x4 |
| 3 | Cyber security and resilience | 20% | x4 |
| 4 | Experience | 10% | x2 |
| 5 | Implementation plan | 10% | x2 |
| 6 | Ongoing support and service standards | 10% | x2 |
| 7 | Evidence of Living Wage accreditation, or equivalent | 0% | Yes/no |
| 8 | Information security processes and procedures provided | 0% | Yes/no |
| 9 | Professional indemnity / liability noted | 0% | Yes/no |

| | | | |
|----|--|----|--------|
| 10 | Conflicts of Interest noted | 0% | Yes/no |
| 11 | Payment requirements provided | 0% | Yes/no |
| 12 | Terms of contract regarding termination | 0% | Yes/no |
| 13 | Commitment to net zero, environmental sustainability | 0% | Yes/no |

Item 1 – Each item in the Functional Requirements will be given a score as follows:

| <i>Score</i> | <i>Description</i> |
|--------------|--|
| 5- Excellent | Meets exactly the specified requirement |
| 3- Fair | Mostly meets the standard but fails in non-essential parts |
| 0- Reject | Fails to meet an essential requirement |

Item 2 - Full cost details must be provided as requested, otherwise the submission will score zero here. Scores will be awarded by ranking all submissions in order of total cost over 2 years.

Items 3 - 6 – These will be scored 0-5 based on the scheme detailed below:

| <i>Score</i> | <i>Description</i> |
|--------------|--|
| 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 |

Items 7 - 13 – This information is required but will not form part of the weighted score.

Contract terms and conditions

Tender conditions

1. Suppliers are invited to submit a tender, including all expenses, for providing the services as described in this document. If the costs are not fixed for the duration of the contract, the review points and basis of the review should be clearly detailed.
2. Potential suppliers must meet their own costs of responding to this tender and any costs they incur in responding to this tender.
3. Prices quoted must be held firm for at least 45 days from the closing date for tenders
4. The supplier must be willing for the response to this invitation to tender to form part of the contractual relationship with the SPSO.

Tender confidentiality

The bidder 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 bidder in completing, submitting and delivering the bids, together with any costs incurred during the post tender stage, will be to the bidder'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 bidders shall ensure that all such copies are destroyed when no longer required in connection with this ITT.

Length of contract

The contract will be for two years, with the option to extend by up to three years, dependant on funding availability.

Administration of tender

Contracts and Procurement Policy

This invitation to tender (ITT), tendering process and the eventual contract are being managed in accordance with the SPSO's Procurement Policy. This is available within the Finance Handbook, available online as a PDF here: <https://www.spsso.org.uk/spsso-policies>

The policy is designed to ensure that all 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.

SPSO is an accredited **Living Wage Employer**, and is committed to encouraging suppliers to pay the Living Wage.

The SPSO is committed to achieving net zero carbon emissions by 2030 therefore the successful bidder must also share this commitment and supporting environmental sustainability.

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.

Annex 1: Section 19 of the Scottish Public Services Ombudsman Act 2002

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.

(3) Where information referred to in subsection (1) is to the effect that any person is likely to constitute a threat to the health or safety of patients, the Ombudsman may disclose the information to any person to whom the Ombudsman thinks it should be disclosed in the interests of the health and safety of patients.

(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.

(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.

(6) A member of the Scottish Executive 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 Executive, 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 the Information Commissioner by virtue of section 76 of the Freedom of Information Act 2000 (c. 36) 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

Annex 2: Functional requirements and response template

1. Functional Requirements (*Weighting 30%*)

| <i>Details</i> | <i>Response</i> |
|--|-----------------|
| <p>a. System and capacity</p> <p>Browser-based soft phone telephony service that:</p> <ul style="list-style-type: none">• does not require software to be downloaded to a local drive,• is compatible with the Microsoft Edge browser,• supports hybrid working and remote office (including a variety of home routers), and• meet accessibility standards and requirements. <p>System to include reports / dashboards showing volume of calls to/from each number, call duration, peak call times etc. (Reports and dashboard may be configurable by the client.)</p> <p>Lines and numbers</p> <ul style="list-style-type: none">• 85+ Direct Dialling-In (DDI) numbers with scope to increase when required; and the existing Direct Dialling-In (DDI) numbers to be retained (details of existing numbers available on request)• 3 freephone 0800 numbers with scope to increase if required; and the existing 0800 numbers to be retained (details of existing numbers available on request) | |
| <p>b. Functions</p> <ul style="list-style-type: none">• Call forwarding / transfer to internal and external numbers, maintaining full functionality. | |

| <i>Details</i> | <i>Response</i> |
|---|-----------------|
| <ul style="list-style-type: none"> • Voicemail to be configurable by users and also by authorised administrators (e.g. in case of unexpected absence) • Automatic messaging e.g. to welcome, give advice, advise of office closures, notify of call recording to be configurable by authorised users; including different messages for different groups of lines. • Menu options for call routing i.e. press 1 for X, press 2 for Y etc. (may be configurable by authorised users) • Hunt groups e.g. to direct incoming calls to a team, rather than an individual (may be configurable by authorised users) • Multi-party calling / conference calling, including external parties. | |
| <p>c. Call Recording</p> <p>Please provide an overview of the call recording functionality. The system must retain full call recording functionality when calls are transferred/forwarded or accessed via any remote office platform</p> <ul style="list-style-type: none"> • Alert all callers both on ingoing and outgoing calls that calls are being recorded. These messages should be configurable. It should be clear if calls are forwarded that calls continue to be recorded. • users to have the option to activate / deactivate call recording on any given call, and this should be audible to the caller • the ability to listen to, download and store or delete recordings, • the ability to configure and limit access to those functions on a per user basis | |

| <i>Details</i> | <i>Response</i> |
|--|-----------------|
| <ul style="list-style-type: none"> • the ability to assigned delegated administrative rights to authorised staff • the ability for authorised staff to listen to calls without the need for them to be downloaded including their own an, if authorised, the calls of other members of staff. • access to configure call recording, for example, which lines or users are recorded and which are not, • the ability to set retention periods for voicemails and call recordings, • the ability to run reports / view audit record of activity relating to recordings e.g. calls listened to, downloaded or deleted for audit purposes, and • measures to help us respond to information rights requests (SARs, rectification, erasure, objection etc). | |
| <p>d. Business Continuity</p> <p>In case of major incident/emergency/exceptional circumstances:</p> <ol style="list-style-type: none"> 1. affecting the client, for example loss of communications, power, building etc, please provide information how you would support us in continuing to operate, or 2. affecting the supplier, please provide information on how you would ensure continuity of service and minimise the impact on the client | |

2. Costs (Weighting 20%)

| <i>Details</i> | <i>Response</i> |
|---|-----------------|
| <p>A breakdown of costs for the work detailing costs per person per hour and all consumables. Please identify the following:</p> <ul style="list-style-type: none"> • Installation and set-up costs • Total cost of contract over 2 years • All ongoing service charges – simple or advanced changes • Add-ons / different levels of service • If additional costs could be incurred in the course of the contract, please give examples of these with indicative costs, e.g. adding new users, additional lines, upgrades, support, enhancements. <p>Note: All of the above should clearly show VAT</p> | |

3. Cyber security and resilience (*Weighting 20%*)

| <i>Details</i> | <i>Response</i> |
|---|-----------------|
| <p>Provide details of the following:</p> <ol style="list-style-type: none"> a. The supplier must have achieved Cyber Essentials / Cyber Essentials + accreditation or be able to supply evidence of how they align with Cyber Essentials accreditation. b. Multi-factor authentication must be available for both administrator and general user accounts | |

4. Experience (*Weighting 10%*)

| <i>Details</i> | <i>Response</i> |
|---|-----------------|
| <p>Details of the bidder's experience relating to similar work. Summaries of relevant work carried out for two clients (with contact details), who would be willing to provide the SPSO with a reference.</p> | |

5. Implementation plan (*Weighting 10%*)

| <i>Response</i> |
|-----------------|
| |

6. Ongoing support and service standards (*Weighting 10%*)

| <i>Details</i> | <i>Response</i> |
|---|-----------------|
| <p>Details for the provision of ongoing support and related service standards. Include:</p> <ul style="list-style-type: none"> • A description of training to be provided to key support staff - please advise what format you would propose this would take, and what it would cover. • Support to be provided during core working hours of 08:30 - 17:30, Monday to Friday. Please provide details of how this will be provided, including SLA response times. • Maintenance to be provided, e.g., software updates/upgrades as required. • If additional costs could be incurred in the course of the contract, please give examples of these with indicative costs, | |

| <i>Details</i> | <i>Response</i> |
|--|-----------------|
| e.g., adding new users, additional lines, upgrades, support, enhancements. | |

7. Evidence of Living Wage Employer status. (Weighting 5%)

| <i>Response</i> |
|-----------------|
| |

8. Information security processes and procedures (Weighting 5%)

| <i>Response</i> |
|-----------------|
| |

9. Professional indemnity / public liability insurance (Weighting 0% but must be provided)

| <i>Details</i> | <i>Response</i> |
|---|-----------------|
| Before the award of the contract the preferred bidder may be asked to provide a copy of the organisation's professional indemnity or public liability insurance cover. If production of either of the above would cause you difficulty, you should indicate this now. | |

10. Conflicts of interest (Weighting 0% but must be provided)

Response

11. Requirement in terms of payment e.g. monthly invoice/payment periods. (Weighting 0% but must be provided)

Response

12. The standard terms of the contract regarding termination (Weighting 0% but must be provided)

Response