

Invitation to tender for SPSO website services

February 2020



Contents

1. Overview of Scottish Public Services Ombudsman (SPSO)	3
2. Web services – scope	4
3. Contract terms	6
3.1 Length of contract.....	6
3.2 Location.....	6
3.3 Confidentiality	6
4. Tender submissions	7
5. ITT process	8
5.1 Questions	8
5.2 Procurement timeline.....	8
5.3. Proposal submission	8
6. Evaluation process and criteria	9
7. ITT terms and conditions	9
7.1 Confidentiality	9
7.2. Legal disclaimer.....	9
7.3. Use of information.....	9
7.4. Feedback.....	10



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:

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. 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 provide redress and/ or 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>
2. Specific powers and responsibilities to publish complaints handling procedures, and to monitor and support best practice in complaints handling. You can read about this at <http://www.spsso.org.uk/for-oranisations>
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. You can read about this on <http://www.spsso.org.uk/scottishwelfarefund>

From summer 2020, the Ombudsman will also have the role of Independent National Whistleblowing Officer (INWO), the final stage of the process for everyone delivering NHS services in Scotland for raising whistleblowing concerns. Further information is available at <https://inwo.spsso.org.uk>

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

Around 70 staff are based at the offices in Edinburgh. Further details about the organisation are available at: <http://www.spsso.org.uk/about-us>.



2. Web services – scope

The Ombudsman is inviting tenders for the provision of web support and development services (referred to as the Provider throughout). It is essential that the tender is from a team/company rather than an individual because of the requirement for a ‘troubleshooting service’ – see section 2.1.

The main website for SPSO is www.spsso.org.uk. The web presence of SWF is at <https://www.spsso.org.uk/scottishwelfarefund/> and the INWO web presence is in development at <https://inwo.spsso.org.uk/>. There is also a staff intranet.

The sites are hosted by DigitalOcean cloud, managed by Champion IS/Rosedean Group Ltd. The CMS for spsso.org.uk and the staff intranet is Drupal.

The Provider must demonstrate flexibility and an understanding of the SPSO’s (as well as INWO’s and SWF’s) role in order to make suggestions that will support the office in a changing environment. The role requires working with the communications team to ensure that the objective of raising informed awareness of the SPSO service and sharing the learnings from SPSO’s findings is fulfilled.

2.1. Key deliverables

The SPSO’s remit has continually expanded since it was set up. The latest of these, Independent National Whistleblowing Officer for NHS Scotland, is in the implementation stage, and will go live (i.e. SPSO can take whistleblowing complaints) from 27 July 2020. There will therefore be a strong focus on developing the INWO online presence, as well as improving the user experience on the SPSO main website and the online presence of the Scottish Welfare Fund (SWF) Independent Review service.

It is anticipated that the intranet will require a redevelopment during 2020-21 to improve effective internal information sharing and enhance engagement.

Currently all sites are primarily populated with text-based content. Whilst SPSO staff update and upload content to the sites and sub-sites themselves, the Provider will be responsible for the ongoing maintenance of, and development work related to, these sites. This includes the possible creation of new sites, and the use of video, audio, and other media as may be appropriate on the sites.



The SPSO and SWF sites have online forms which are integrated with the organisation's internal case management system. Via these forms, customers are submitting their personal information to us as part of complaints or review requests. A similar form, integrating into a case management system, will need to be developed by July (for the launch of the INWO service for NHS staff raising whistleblowing concerns).

The Provider will be required to manage and monitor the flow of data submitted via the online forms to ensure this is consistently delivered to our case management system. The Provider will be expected to flag any issues that arise and may be required to liaise with the developers of the case management system for troubleshooting and future development of online complaint/review applications submission services.

The Provider should be prepared to demonstrate flexibility and be able to take initiative in suggesting developments, in line with key developments in web technology and best practice.

The level of security is high: SPSO is part of the Scottish Government's SCOTS network within the Government Secure Intranet.

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 technical ideas to improve the look and functionality of the websites
- providing a 'trouble-shooting service', i.e. Monday – Friday working hours availability to solve occasional technical difficulties that may arise (e.g. in SPSO staff loading, moving or updating content)
- being able to give advice on how the sites ensure that not only is the SPSO meeting its duties under legislation, but is delivering in practice a website that is accessible for all service users. An up-to-date awareness of best practice in web accessibility and data security is essential for this role.

The Provider will also be required to make informed suggestions that ensure that the SPSO's online presence continues to be supported by a reliable, secure and value-for-money server system.



3. Contract terms

3.1 Length of contract

The contract will be for a one year term, commencing in April 2020, 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 websites that you have created or developed which demonstrate a good understanding of how to communicate organisation's key messages and of meeting accessibility and data security requirements. Where possible, please include a public service website example.
3. Detailed costings. All pricing should be submitted in GBP. Tenders should quote a fixed hourly and a daily 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. Details of three referees
5. 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
6. Details of any conflict of interest that might arise if you were to provide services to the SPSO
7. Confirmation of the level of Professional Indemnity Insurance and Public Liability Insurance cover you / your company has in place
8. 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.gov.scot by **Wednesday 4 March 2020**.

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	Friday 7 February 2020
Response due date	Friday 6 March 2020
Bid analysis	9-13 March 2020
Meetings with short-listed service providers	19-24 March 2020
Award contract subject to agreeing terms and conditions	Friday 27 March 2020
Contract start date	15 April

5.3. Proposal submission

Your proposal must be sent via e-mail to theresa.valtin@spsso.gov.scot by 5pm on Friday 6 March 2020. The SPSO reserves the right to amend the dates if required.

The subject header should be: TENDER DOCUMENT: Web 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 ability to successfully communicate key messages, awareness of accessibility and data security requirements, and evidence of meeting/surpassing them
- 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.