Schedule One(a) – Tenderer Response

Independent media and external communications service for the Independent Reconfiguration Panel

Tenderers are required to complete all the sections (taking into consideration the word count limits applied) and return the completed tender to the Authority. Please answer all questions as failure to do so may result in the tender being considered non-compliant and rejected. Where questions do not apply, please mark as “N/a” (Not Applicable) and provide a brief explanation as to why this is so.

1. Organisation details
2. Tenderer name

Please confirm the name of the Tenderer\*:

|  |  |
| --- | --- |
| Tenderer Name: | Grayling Communications |

* Full name of organisation tendering (or of organisation acting as the lead contact where a consortium bid is being submitted)
1. Contact details\*
2. Organisation details

|  |  |
| --- | --- |
| Registered Office Address | 15-17 Huntsworth Mews, London, NW1 6DP |
| Company or charity registration number | 3140273 |
| VAT registration number | 385 7155 20 |
| Name of immediate parent company (if applicable) | Huntsworth plc |
| Name of ultimate parent company (if applicable) |       |
| Type of organisation |  |
| If Other, please specify |       |

1. Consortia & Sub-Contracting

Please specify the type of Tenderer that is responding to this opportunity:

|  |  |
| --- | --- |
|  | Tick one box only |
| Type A:An organisation able to provide all the requirements itself | **[x]**  |
| Type B:An organisation bidding in the role of Lead Contractor and intends to use third parties to provide some of the services | **[ ]**  |
| Type C:An organisation / group able to provide all the requirements as a consortium | **[ ]**  |

|  |
| --- |
| Please indicate the composition of the supply chain, indicating which member of the supply chain will be responsible for which elements of the requirement. (This may be provided diagrammatically.) |
|       |

A consortium can rely on the capacity of other members of the consortium regardless of the legal nature of the link between the different members of the consortium. The Authority may ask for evidence that the resources necessary to perform the contract will be available and may require an undertaking/guarantee to that effect.

Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in the response above. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided.

However, please note the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 28 of the Public Contracts Regulations 2006.

The Authority reserves the right to require a consortium, if successful, to adopt such structure as may be considered by the Authority to be appropriate to the requirements of the contract.

1. Non-UK businesses

Please confirm the following

|  |  |
| --- | --- |
| 1. Is the business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set of in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state)
 |  |
| 1. Is it a legal requirement in the country where the Tenderer are established to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement
 |  |

| If the response to A.5(b) is yes, please provide details of what is required and confirm that compliance has been achieved |
| --- |
|       |

1. Grounds for mandatory rejection

In some circumstances, the Authority is required by law to exclude Tenderers from participating further in the procurement.

If “NO” cannot be answered to every section in this question it is unlikely that this application will be accepted.

Please provide a response of “YES” or “NO” to each question below.

| Has your organisation or any directors or partner or any other person who has power of representation, decision or control been convicted of any of the following offences? | Response |
| --- | --- |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA
 |  |
| 1. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption
 |  |
| 1. the offence of bribery, where the offence relates to active corruption;

ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of
 |
| * 1. the offence of cheating the Revenue
 |  |
| * 1. the offence of conspiracy to defraud
 |  |
| * 1. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978
 |  |
| * 1. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006
 |  |
| * 1. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994
 |  |
| * 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or
 |  |
| * 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969
 |  |
| * 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
 |  |
| * 1. making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006
 |  |
| 1. money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
 |  |
| ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |
| eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 |  |
| 1. Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State
 |  |
| 1. For any situation which is similar to (a) through to (f) above (please provide details below)
 |
|       |

1. Grounds for discretionary rejection

The Authority is entitled to exclude from consideration organisations to which any of the following apply, but may allow bidding to proceed.

If you cannot answer “NO” to every question, it is possible that your application will not be accepted.

In the event that any of the following does apply, please set out full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Authority in considering whether, or not you will be able to proceed any further in respect of this procurement exercise.

| Is any of the following true of your organisation | Response |
| --- | --- |
| 1. Being an individual

is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state) |  |
| 1. Being a partnership constituted under Scots law

has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate |  |
| 1. Being a company of or any other entity within the meaning of section 255 of the Enterprise Act 2002

has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state |  |
| Has your organisation |
| 1. been convicted of a criminal offence relating to the conduct of his business or profession
 |  |
| 1. committed an act of grave misconduct in the course of his business or profession
 |  |
| 1. failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established
 |  |
| 1. failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established;
 |  |

|  |  |
| --- | --- |
| Additional detail | Response |
| 1. Is guilty of serious misrepresentation in providing any information referred to within this regulation or regulation 24, 25, 26 or 27, or has not provided such information in response to a request by the contracting authority
 |  |
| For any situation which is similar to (a) through to (i) above, please provide details below |
|       |

1. Organisational size / headcount

Tenderers should note that this response has no weighting and is not evaluated under this Procurement. The response is required from the Tenderer alone.

Please provide details of the Tenderer’s staff numbers. (This is the average annual numbers of both staff and managerial staff employed over the last trading year.)

|  |  |  |
| --- | --- | --- |
|  | Reference Year | Average AWU\*\* |
| The average staff number should be expressed in annual work units (AWU)  | **2014** | **Information redacted in Line with section 40 of the FOIA**  |

\*\* Anyone that has worked full-time within the enterprise, or on its behalf, during the reference year counts as one unit. Part-time staff, seasonal workers and those who did not work the full year are treated as fractions of one unit.

1. Financial information

The purpose of the financial information section is to enable the Authority to confirm the identity and financial capacity and standing (and by inference financial capability) of a Tenderer and/or consortium member. It tests the solvency and ability to meet ongoing liabilities as they fall due, and the financial capability to undertake the procurement. The financial evaluation grading (on a simple Pass / Fail basis) relating to financial status is proportionate to the value of the procurement.

This section must be completed by the Tenderer in respect of itself and each consortium party (if a Type C bidding entity (see question A.4)). A Type B (see question A.4) bidding entity need only respond to this section in respect of itself.

Please identify which organisation to which the following details apply:

|  |  |
| --- | --- |
| Organisation Name | Grayling  |
| Organisation Status |  |

1. Financial standing

Please provide **one** of the following set out below

|  |  |
| --- | --- |
|  | Status |
| A copy of your audited accounts for the most recent two years |  |
| A statement of turnover, profit & loss account and cash flow for the most recent year of trading |  |
| A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position |  |
| Alternative means of demonstrating financial status if trading for less than a year |  |

1. Additional financial information

Tenderers should provide the information requested in the attached form for all consortia members (if applicable).

Information redacted in Line with section 43 of the FOIA

1. Technical and Professional Ability

Where the Tenderer is a special purpose vehicle and not intending to be the main provider of the services, the requested information should be provided in respect of the **principal** intended provider(s) of the services.

1. Organisational capability

Please provide details of the experience that the Tenderer (as an organisation) has in the delivery of services similar to those required under this contract. This experience should be evidenced with the contract examples provided in response to question C.2. If the Tenderer is operating in a “management” capacity (e.g. as part / lead of a consortium) then this management integration capability should be evidenced along with the operational delivery activities.

The response should detail:

* the organisational governance arrangements and quality assurance tools available to the Tenderer that ensures effective and efficient delivery of the requirement(s)
* the relevance of the experience that the organisation has to the requirements of this procurement; and
* how the organisational experience can help provide for effective delivery of the requirement(s).

|  |
| --- |
| Tenderer Response |

We are privileged to have provided the communications service to the IRP for over ten years and we therefore have a comprehensive understanding of the organisation and how it works.

At Grayling our specialist health and public services team has the capability to be able to continue supporting the IRP.

**Meeting your requirements**

***Handling press enquiries*:** We run a number of press offices on a 24/7/52 basis for clients such asInformation redacted in line with section 40 of the FOIA. We have dedicated phone lines in operation with an on call rota system for out of hours calls. We can demonstrate this capability of service provision for the IRP since 2003.

***Specialist media monitoring:*** As an organisation we have the capability to deploy high calibre staff to assess the articles that we’d like the IRP to be aware of, and to prepare a short summary of the article. Like all consultancies we use an electronic monitoring service but we use in-house resource to identfiy the most pertinent stories - based on agreed criteria - for onward transmission to the IRP Secretary, CEO and Chairman. During full reviews we also work with the IRP Secretary/ review manager to ensure Panel members are made aware of relevant media coverage to help inform the ongoing review process. Where necessary, we also have the ability to track and monitor social media channels.***Relationship management with the media:***Given our significant amount of health work, we are able to nurture very good relationships with national and trade journalists. This week we secured a front page and five other national pieces of coverage for a professional association. We also have good contacts with local media – either directly or through our regional teams. This is important to us and enables us to be able to manage relationships with the media very effectively for clients, including the IRP. Our capability includes being able to secure coverage about the IRP’s work where required, to arrange interviews that meet the needs of the IRP and to react where appropriate to media interest. Our experience also means we can work effectively to minimise coverage where required. We are very clear that the IRP is not a media commentator and therefore we do not recommend engaging in debate about reconfiguration issues despite the approaches we often receive.

***Expert advice on media matters:***Grayling has the capability (demonstrated through our track record, our staff and our experience) of maintaining the reputation of the IRP often in very challenging circumstances. For instance, our experience and understanding of the role of the IRP means we know when to advise on a proactive approach (for instance during a formal review process) and also when to be reactive. We also do this for other clients such as providers facing inquests or other issues requiring sensitive handling.

***Nurturing stakeholder relationships:*** Thisis an area that is critical to the ongoing success of the work we currently do with both Information redacted in line with section 40 of the FOIA, where there are multiple partners that may have competing priorities – even if they share a common goal. We also have direct experience of engaging with the IRP’s wide-ranging stakeholders, including ministers, DH press office, NHS organisations, local authority contacts (scrutiny, social services, cabinet). We are aware of the need to maintain diplomacy across these diverse audiences.

***Provision of an onsite presence anywhere in England:*** Grayling has offices across England with staff based in London, Southampton, Bristol, Birmingham and Leeds. This gives us not only local insight but an unrivalled on the ground presence. However, we recognise the IRP business is often sensitive and continuity of staff is therefore important. For that reason, provision of support outside London has been and, we would recommend should continue to be, provided by the specialist health team in London. This has worked effectively since 2003.

***External communications planning and handling management:*** The Grayling team has the capability to prepare detailed plans and give advice on handling based on our experience and understanding of the issues. We prepare bespoke plans for formal reviews based on the particualr circumstances of each review. We liaise closely with relevant communications teams (e.g. at the Department of Health and locally) to ensure all partners are agreed and signed up to an effective handling process. The type of issues we consider in our planning and handling arrangements include: sticking to the agreed narrative in the IRP’s reports, the key audiences, enabling the locality to move forward, relationships with partners, the media interests, key local voices and stakeholders.

***Quality management*:** Grayling holds the PRCA Consultancy Management Standard (CMS). This combines elements of ISO 9000 and Investors in People specific to the public relations consultancy. The CMS is an independently-audited set of eight tests covering: leadership and communication; business planning; continuing business improvement; financial systems; campaign management; client satisfaction; new client procedures; and development of professional staff.

***Account management:*** Our account management processes and procedures mean that staff at all levels are working within a clear framework to allow us to effectively manage work and undertake activity for you. For example, no materials are sent to clients without a senior consultant reviewing them first and we always ask for client approval before issuing any materials to media or stakeholders. For the IRP, it means team-only or restricted access on Grayling’s filing system when handling particularly sensitive information.

In terms of reporting, we are pretty flexible according to our clients’ requirements. We are always keen to have regular phone contact with our clients; written reporting may cover some, all or none of the following - weekly, monthly, six-monthly or annual reports. For the IRP, our focus has always been on communications activity itself rather than reporting. However, in addition to regular calls with the IRP, we also:

* provide a brief monthly summary of activity against time spent with the invoice
* contribute to Panel meeting preparation/ IRP reports as required
* aim for at least an annual (ideally six-monthly) face to face meeting to review overall progress on the account and reaffirm strategy and priorities.

**Evaluation**We recommend adopting some measurable indicators to give the IRP a better sense of the quality of the job being done. We regularly assess success on the basis of stories we keep out of the media (harder to measure) but nonetheless there are some KPIs we recommend putting in place. The grid below provides some examples for discussion.

***Suggested KPIs****:*

|  |  |
| --- | --- |
| Monitoring – quality | No more than 2 sides covering the requested geographic and topic areas. Delivered on time by 10am on Thursdays |
| Plans for communications activity regarding publication of formal reviews | Provision of bespoke written communications advice that meets the needs of the IRP, and considers the needs of stakeholders, at least 1 month prior to the publication date. |
| Awareness of reviews | For each review, written feedback from a minimum of three partners that demonstrates successful use of at least 2-3 different communications channels (e.g. Twitter, media relations, internal communications).  |
| Panel meetings | Feedback from two Panel members and the CEO that Grayling attendance and the communications and engagement advice provides added value.  |
| Briefings and media training | Feedback from the Chair or relevant lead Panel member that briefings and training are comprehensive and useful preparation for media interviews.  |
| Press releases | Demonstrable evidence that the releases drafted by Grayling balance the need to stick to the text of formal review publications whilst providing concise and accessible copy for journalists (based on feedback from the Secretary).  |
| Press coverage | Post review analysis of coverage achieved with regard to sentiment, balance, share of voice within the piece and quote attributed to the IRP (where appropriate).85% of the coverage about the IRP to be balanced and fair including two of three key messages.  |
| Social media | Evidence of balanced social media coverage utilising appropriate stakeholder channels to generate awareness of the reviews. |
| Relationships | Demonstrable evidence of ongoing working relationships with the DH media centre, regardless of staff changes, and ability to liaise constructively on dates for publication.  |
| Evaluation following formal reviews | Post review evaluations: we propose providing the IRP with analysis including coverage at the end of each review. This will provide an opportunity to demonstrate success and areas where a slight change in approach may improve outcomes in the next review. |

1. Contract examples

Please provide details of up to three contracts from either, or both, the public and private sectors, that are relevant to the Authority’s requirement(s). Contracts for the supply of goods or services should have been performed during the past three years.

(The customer contact should be prepared to speak to the Authority to confirm the accuracy of the information provided below.)

| Contract 1 | Response |
| --- | --- |
| Organisation name | Information redacted in line with section 43 of the FOIA |
| Customer Contact name, phone & email |
| Contract start & completion date |
| Contract Value |
| Brief description of contract (max 150 words) including evidence as to your technical capability in this market |
|  Information redacted in line with section 43 of the FOIA |

| Contract 2 | Response |
| --- | --- |
| Organisation name |  Information redacted in line with section 43 of the FOIA |
| Customer Contact name, phone & email |
| Contract start & completion date |
| Contract Value |
| Brief description of contract (max 150 words) including evidence as to your technical capability in this market |
| Information redacted in line with section 43 of the FOIA |

| Contract 3 | Response |
| --- | --- |
| Organisation name | Information redacted in line with section 43 of the FOIA |
| Customer Contact name, phone & email |
| Contract start & completion date |
| Contract Value |
| Brief description of contract (max 150 words) including evidence as to your technical capability in this market |
| Information redacted in line with section 43 of the FOIA |

1. Operational Capability (leadership/management)

Please provide details of the key teams and key team members that have worked on similar projects/contracts (highlighting the role each will undertake) in delivering the requirement(s).

Tenderers must demonstrate that the personnel proposed have direct experience of being involved with similar requirements, showing evidence of relevant skills and competencies applicable.

|  |
| --- |
| Tenderer Response  |

Grayling is able to provide a unique continuity of leadership to the IRP Information redacted in line with section 40 of the FOIA

**Director – Health**

***Role: Accountable lead – quality assurance, budget management, strategic advice, press office lead***

***Information redacted in line with section 40 of the FOIA***

**Managing Director - Health**

***Role: Client services director – providing objective advice on all matters, as well as additional strategic advice***

***Information redacted in line with section 40 of the FOIA***

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1. Technical capability (Service Delivery)

Please provide details of the key teams and key team members that have worked on similar projects/contracts (highlighting the role each will undertake) in delivering the requirement(s).

Tenderers must demonstrate that the personnel proposed have direct experience of being involved with similar requirements, showing evidence of relevant skills and competencies to fulfil the specific roles identified.

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| --- |
| Tenderer Response  |

Information redacted in line with section 40 of the FOIA

**, Senior Account Manager**

***Role: Day to day management and implementation – including press office***

***Information redacted in line with section 40 of the FOIA***

**– Account executive**

***Role: Media monitoring and press office implementation***

***Information redacted in line with section 40 of the FOIA***

1. Staffing (knowledge base)

Please detail the number of staff available to the Tenderer (including consortia members and named sub-contractors where appropriate) carrying out of services directly relevant to those required.

|  |
| --- |
| Tenderer Response  |

In addition to the core team outlined in section C4 above, it is also important to emphasise that we can increase the amount of consultancy time on the account and introduce additional staff as required. We are confident that this flexibility mitigates against any delivery risk for the duration of the contract and also ensures that we have access to a diverse pool of knowledge and skill-sets, as required.

 Information redacted in line with section 43 of the FOIAColleagues have very relevant experience to draw on including:

* Twelve years of work with the IRP
* *Shaping the future* for NHS Berkshire CCGs
* *Right care, first time* for NHS Greenwich CCG
* *Your care, your future* for NHS Herts Valleys and Herts County Council
* Safe & Sustainable and the review of services for adults with congenital heart disease for NSCT
* NHS England (GP guidance, conference on new models of care, events on *Call to Action* including mental health and primary care).

In addition to the above, colleagues also work for the Elis group of Commissioning Support Units, the College of Optometrists, the British Chiropractic Association, the International Chair on Cardiometabolic Risk (ICCR), the World Innovation Summit on Health (WISH), LloydsPharmacy, Royal National Orthopaedic Hospital and University Hospitals Bristol (supporting its children’s heart unit, which is the subject of an independent review).

As well as health and social care experience, we have specialist teams across the UK that can provide insight and knowledge as required – from regional offices to digital specialists.

**Tenderers should note the following:**

* **The weightings provided indicate the relative importance of each question (which should be taken into consideration when constructing a response);**
* **Tenderers should reference Section Three, paragraph 6 of Part A of the ITT for further detail.**
1. Solution Proposal

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.1 | Weight | **None** | Word Limit | **500** |
| Information request | Tenderers must provide a concise summary highlighting the key aspects of the proposal. |
| Subject | Overview |
| Criteria | Not evaluated (used to provide context) |

|  |
| --- |
| Tenderer Response / Additional commentary |

The reconfiguration of NHS services is a topic that is never far from the headlines. A recent King’s Fund paper (*Reconfiguring NHS services: necessary but fraught with difficulties*; 14 April 2015) suggests that following the general election, the next government is likely to begin a new round of NHS service reconfiguration planning. It is expected that this reconfiguration planning will run alongside the existing work to implement new models of care as set out in the NHS Five Year Forward View.

Although it is not possible to predict how many reconfiguration referrals the IRP may or may not receive at any given time, the fact that health reconfiguration issues are so politically - and often publicly - contentious, means that there is a need to take a measured approach to communications.

Our approach to communications reflects the need to protect, sustain and enhance the IRP’s reputation at all times. Our aim is to ensure the IRP is always seen as high integrity, but remains low profile for the most part. We deliberately take a cautious approach, generating coverage where it is needed. We do not seek coverage or interviews unless there is a business need (e.g. have your say during the review, promoting the report findings, communicating emerging themes). We use the media selectively when we have something to communicate and specifically to encourage maximum engagement during full reviews.

It is important that the IRP retains its reputation as an independent advisory body – it should not therefore be seeking to become a commentator on reconfiguration issues. Of course, we are keen to share key learnings from reviews; but this should be in a controlled way to provide maximum benefit for those working on current or future reconfigurations.

In order to protect the reputation of the IRP, we maintain a transparent communications process. We continue to recommend engaging with media at the start of initial assessments, briefing and updating them as the process unfolds. In this way we ensure coverage is as accurate and balanced as possible. This approach also means that it is harder for media and stakeholders to criticise the IRP because the press office is open and informative about the process.

We also keep stakeholders informed so that they can cascade information to others, but also so that when they are approached by media for comment, they know and understand the IRP process. In this way we reduce the opportunity to criticise the IRP or misinterpret its role.

The following sections provide more specific detail of how we recommend implementing required communications activity for the IRP, including:

* 24/7 press office function
* Regular media monitoring
* Media handling around informal advice, initial assessments and full reviews
* Site visits
* Working with partners and interested parties – from local government and CCGs to DH.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.2 | Weight | **30%** | Word Limit | **1000** |
| Information request | Tenderers must provide a method statement detailing how it is proposed to fulfil the Authority’s requirements (as described in the Specification). This should include a description of how it is intended to obtain, deliver and sustain the services for all aspects of the requirement.  |
| Subject | Method statement |
| Criteria | Seeks to establish that the Tenderer has understood the requirements and has a credible plan for delivering successful outcomesThe Tenderer’s response shows that it:- Has a credible solution- Has a defined and achievable timeline- Has identified and proposes suitable management of the delivery risks- Has a quality assurance regime that monitors, measures and assures quality outcomes |

|  |
| --- |
| Tenderer Response / Additional commentary |

**Communications strategy**The previous section (D1) provides a summary of our overarching communications strategy – we will ensure that the IRP is always seen as high integrity, but remains low profile for the most part. We will work with media selectively when we have something to communicate and specifically to encourage maximum engagement during full reviews. We will also take a partnership approach to our work; it is vital that key stakeholders and audiences understand the role of the IRP and have access to clear information about both informal and formal processes. We will help with this wherever possible.

This approach is the foundation for all our communications activity.

**Key messages**We recommend the primary key messages for the IRP are:

* The IRP is the independent expert on health service change
* The patient is at the heart of the IRP’s work
* The IRP listens to all sides of the debate.

**Process and activity**We operate to some guiding principles when working with media and stakeholders:

* Open and accessible - our staff can be reached 24/7 and we aim to deal with all media enquiries immediately
* Honest – our staff are public sector/ health specialists. We do not advocate spin
* Professional – we deal with journalists and stakeholders with respect.

Our communications process has been designed to dovetail with the various stages involved in initial assessments and full reviews as set out in the following table. In line with how the IRP handles referrals, we need to approach media handling for each initial assessment or review depending on its nature and the specific circumstances involved.

|  |  |  |
| --- | --- | --- |
| **ACTIVITY** | **SUMMARY** | **NOTES/ ADDITIONAL INFORMATION** |
| **Watching brief** | Daily monitoring of national, regional, online and selected trade media summarised into a concise weekly report.Social media: key sources identified during formal reviews; used to inform the IRP’s overall process. | Key focus: stories relating to reconfiguration; articles of interest relating to initial assessments/ full reviews/ some previous significant reviews. |
| **News management** | Ready to deal with enquiries at any time – 24/7. Experienced staff adept at advising media – or if the enquiry is new or particularly sensitive – we liaise with the IRP. Approvals sought on all drafted materials – helps to minimise risk of inaccurate coverage | * Proactive media materials written concisely, in plain English
* Issued at the appropriate time
* Range of techniques -press releases, statements and letters to Editors - ensure the right audiences hear your messages.
 |
| **Engaging stakeholders** | We adopt the following no nonsense approach:* Map – identify and understand their positions on proposals
* Tier – prioritise to best target
* Contact – provision of media materials, e.g. to local MPs and key councillors
* Continual monitoring – keep abreast of view and comments
 | This approach is scalable depending on scope of initial assessment or review. |
| **Informal advice** | Where collective learnings or emerging themes present and it is appropriate to do so, the work may be made available to select media and stakeholders, e.g. *‘Learning from reviews’.* | Informal advice not routinely publicised – may be perceived as a conflict if a future referral arises. |
| **Initial assessment announced** | Identify media and key stakeholders | * Awareness of relevant issues
* Key journalists/ stakeholders identified early on
 |
| Open channels of communication – enquiries handled as necessary | Press office stands ready to take calls on IRP’s process. Clarity on role and remit vital to ensure balanced and accurate coverage; also to pave the way for future relationships. |
| **SofS makes decision on initial assessment advice** | Flexible handling | Handling depends on decision/ status of initial assessment – refer to section D3 for our detailed recommendations. |
| **Full review announced** | Proactive communications | Full support provided to IRP during their formal reviews, including proactive media relations. The scale of activity (for example, the volume of press releases and holding one-to-one interviews) is agreed on a case by case basis. More detailed methodology is covered in section D3 |
| Letter to editors and press release |
| Use of social media and other channels considered |
| **Visits** | Media handling |
| Brief Panel |
| Highlight ‘have your say’ message |
| **Report delivered to SofS** | Proactive media relations |
| **Report publication** | Liaise with all parties |
| Accurate coverage with rationale for recommendations |

**Timings**Aside from media monitoring, which is undertaken daily with a report sent weekly, the IRP’s work is dependent on referrals from the Health Secretary. This means that we do not have clear indications of forthcoming initial assessment and reviews. However, we do know that reconfigurations will continue across the health service – and post-election the IRP may well have a busy period of both informal and formal work. Grayling is used to working flexibly in this respect and stands ready to provide communications support as necessary.

**Considering risks**The nature of the IRP’s work and the interest it generates from a range of audiences – from the general public to politicians – means that there are significant risks when handling communications. The main risk is to the IRP’s reputation and the work we undertake will therefore always focus on ensuring we convey the vital key messages around independence, being patient-centric and listening to all views. Additional contract-related risks are considered in the following section, D3.

**Quality assurance**Our well-established account management processes mean that we have a clear framework for ensuring quality. For example, given the often confidential and sensitive nature of the work the IRP undertakes, access to all systems and information is restricted to identified team members. In addition to the named accountable lead, a free client services director is on hand to provide additional quality assurance. We have recommended KPIs for this contract and recommend further discussions are held with the IRP to agree additional quality assurance measures.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.3 | Weight | **50%** | Word Limit | **750** |
| Information request | The Tenderer must outline the processes and resources it proposes to use in order to fulfil the Authority’s requirements:Tenderers should demonstrate how it will1. Comply with the timetable;
2. Manage risks appropriately (including delivery to budget); &
3. Adhere to the required quality standards.
 |
| Subject | Project Delivery Management |
| Criteria | Seeks to establish that the Tenderer has the necessary management and project delivery methods and resources to successfully deliver the SpecificationThe Tenderer’s response shows that it- Has provided sufficient resource to deliver the Method Statement proposals- Has assigned suitably qualified and experienced resource for service delivery- Has identified appropriate management of these resources- Has a resource plan that integrates with the method statement(s)- Manages risk appropriately |

|  |
| --- |
| Tenderer Response / Additional commentary |

**Project delivery – initial assessments and full reviews**

Communication around initial assessment and full reviews is critical. Below we have outlined some of the key considerations for project delivery.

**Initial assessments**Communicating the outcome of the IRP’s recommendations and the Health Secretary’s decision may take the form of a:

* Press release (full review)
* Reactive statement (no review or advice not accepted)

Consideration: no communication should be issued before letters are issued by DH to key parties and terms of reference agreed.

**Full reviews**

|  |  |
| --- | --- |
| **Start of formal review** | Working list of ‘considerations’ – becomes a formal review plan:* Contact list (media, stakeholders including local NHS/ scrutiny etc.)
* Press release
* Media sell in
* Letter to editors from IRP Chair inviting participation
* Consideration of other outlets including social media channels (e.g. local NHS Twitter feeds) and stakeholder groups
* Plot the review against any milestones (e.g. local elections; IRP site visits and evidence sessions); consider the need for any further press releases or statements to communicate the review process
 |
| **During a review** | * Work closely with the IRP Secretariat/ review manager to agree planned communications activity (which remains flexible)
* Interviews (where appropriate) normally coincide with evidence gathering sessions; press officer in attendance to brief the spokesperson and handle any ad-hoc enquiries that may arise on the day
* Press officer on hand to accompany additional visits, as required
* Normal 24/7 press office function – we will discuss review process but never speculate on the findings or the recommendations that the Panel may put forward.
 |
| **Communicating the outcome of a review** | * Complex handling job for the press office
* Not communicating the Health Secretary’s decision per se; but we do usually coincide publication of the IRP’s report (and therefore the recommendations that have informed the Health Secretary’s decision) at the same time. Inevitably this is the time when there is the most media interest – and often when confusion can arise around the IRP’s role and remit
* Detailed and confidential plan drafted in advance of publication – allows us to explore and mitigate any issues
* Extensive liaison with key stakeholders, including DH and local NHS contacts
* Content of the IRP report not shared at any stage prior to publication with any parties
* Press release shared with key contacts proactively – focus on key recommendations and IRP value
* Q&As – to ensure clear ‘lines’ of communication
* Monitor coverage – ensure any coverage of the IRP’s role, review and recommendations are balanced and accurate
* Provide post review report with key learnings.
 |

**Complying with the timetable**

We fully recognise that the volume and sensitivity of the IRP’s work varies. We have allocated a core team to this programme - a director, experienced senior account manager and an account executive - in the knowledge that we can scale resource up as required. We can do this in two ways - either by increasing the amount of time consultants spend on the account or by introducing additional appropriately skilled staff with knowledge of the review processes.

**Risk management**

|  |  |
| --- | --- |
| **Risk** | **Mitigation** |
| Budget management | Information redacted in line with section 43 of the FOIA |
| Monitoring fees |  Information redacted in line with section 43 of the FOIA |
| Dealing with potential agency conflicts | Our scale means that in the event of a conflict, we can discuss the most appropriate solutions that will continue to ensure a highly professional service. We are able to set up separate teams with protected access to files and inboxes. We take the confidentiality of our clients’ programmes very seriously and have experience in setting up the so-called ‘Chinese walls’ procedures. |
| Team changes | We manage continuity on our accounts by investing in our people and encouraging colleagues to develop their careers at Grayling. When people do leave the consultancy, we are able to allocate new staff to the team reflecting our wide experience in the NHS, health and social care. |

**Quality standards**

Please refer to section C1 for more information on our Consultancy Management Standard and section D2 for additional information on quality assurance.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.4 | Weight | **5%** | Word Limit | **750** |
| Information request | Tenderers must indicate its plans for the transfer of knowledge and skills from this activity back to the Authority during and at the end of the contract. |
| Subject | Contract Transfer and Exit Strategy |
| Criteria | Seeks to ensure that the Tenderer will transfer knowledge back into the Authority and exit the contract in such a way as to facilitate re-procurement and/or project terminationThe Tenderer knowledge transfer arrangements and exit strategy is credible and can achieve the required outputs |

|  |
| --- |
| Tenderer Response / Additional commentary |

**Transferring knowledge and skills at the end of the contract**

Grayling has the following process in place to ensure a smooth transition of knowledge and skills at the end of a project or contract. Pending the outcome of discussions between the accountable lead at Grayling and the IRP, we would look to initiate the following actions within one month from the end of the contract date:

* Identification and allocation of a dedicated Grayling transition manager (this may be the accountable lead)
* Development of detailed transition plan for sign-off by all parties (including the client and any new agency if appropriate). Plan to include resource requirements for the handover, and commitments from all sides
* A detailed paper to be prepared by Grayling setting out all communications aspects related to the IRP account. The key elements of this paper include the learning points and knowledge that need to be shared.
* Formal handover meetings as required. Agenda items to include: files to be transferred, logistics, planning documents and updates on current and forthcoming work, skills and learning points. The meeting will also include a discussion on the key points raised in the detailed written paper (as above).
* Electronic handover of all saved materials from Grayling at an agreed time before contract end date. We consider that any information we hold in connection with the IRP account (created by Grayling or otherwise) to be the property of the client. Therefore we would expect to transfer ALL materials to the IRP or chosen supplier.

Grayling is happy to work within agreed parameters to ensure a smooth transition of knowledge back to the IRP/ identified supplier(s).

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Question | D.5 | Weight | **15%** | Word Limit | **750** |
| Information request | Tenderers must identify any areas of Authority responsibility NOT already detailed within the Specification |
| Subject | Authority responsibilities |
| Criteria | Seeks to ensure that the Tenderer is not seeking to transfer unreasonable, material, additional costs or increased risk back to the AuthorityThe Tenderer response does not impose additional material and adverse risk, responsibility or cost onto the Authority. |

|  |
| --- |
| Tenderer Response / Additional commentary |

We hereby provide with formal written confirmation that Grayling Communications is not seeking to, has no intention of, and will not transfer unreasonable, material, additional costs or increased risk back to the Authority.

We have considered this carefully and do not anticipate any situation within the contract period that would impose additional material and adverse risk, responsibility or cost onto the Authority. Indeed we have reviewed our proposal in light of this question and find nothing in our submission to the contrary.

The following safeguards are also provided:

* We will never undertake work without your approval to do so
* We will therefore never invoice you for work that you have not asked us to undertake
* Should the quality of our work disappoint you or require extra work than is reasonable on your part, we will deduct the cost from our invoice
* We will never incur costs on your behalf without your permission. If Grayling did incur costs without your agreement, you would not be liable for them
* We have appropriate insurances in place
* In the event of a conflict of interest or potential conflict of interest, Grayling will request a meeting with the IRP Secretary and CEO. At such a meeting, Grayling would set out the nature of the conflict and provide a number of options to protect the integrity of the client and avoid undue risk. We stand by our record as a company that acts professionally and responsibly. The types of measures we are able to consider include: password protected electronic information available to the account team only, provision of account team staff to the IRP without client conflicts or withdrawal of such staff and replacement with suitably qualified staff if preferable; use of separate physical locations (we have two London offices); a ban on the use of paper materials in the office

Information redacted in line with section 43 of the FOIA If you require additional safeguards to protect the client, we will of course be happy to discuss additional measures.

Schedule Four – Confidential & commercially sensitive information

1. General
	1. All the information that the Authority supplies as part of this Contract may be regarded as Confidential Information as defined in Condition 1 (Definitions) of Section Three – Conditions of Contract.
	2. The Contractor considers that the type of information listed in paragraph 2.1 below is Confidential Information.
	3. The Contractor considers that the type of information listed in paragraph 2.2 below is Commercially Sensitive Information.
2. Types of Information that the Contractor Considers to be Confidential
	1. Type 1: Confidential information:

|  |  |  |
| --- | --- | --- |
| Information considered confidential | Reason for FoIA exemption (Include paragraph reference) | Period exemption is sought (Months) |
| N/A |  |  |
|  |  |  |
|  |  |  |

* 1. Type 2: Commercially sensitive information:

|  |  |  |
| --- | --- | --- |
| Information considered commercially sensitive | Reason for FoIA exemption (Include paragraph reference) | Period exemption is sought (Months) |
| N/A |  |  |
|  |  |  |
|  |  |  |

Schedule Five – Administrative instructions

1. Authorisation
	1. The person shown below person shall act as the Authority's Representative on all matters relating to the Contract:

|  |  |
| --- | --- |
| Name  | **To be confirmed at Contract Award** |
| Contact Details  | **To be confirmed at Contract Award** |

* 1. The Authority's Representative may authorise other officers to act on their behalf.
1. Notices
	1. Any notice the Contractor wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 1.1 above.
	2. Any notice the Authority wishes to send the Contractor shall be sent in writing to the Contractor's Representative at the address shown in paragraph 4.2 below.
2. Address for Invoices
	1. All invoices shall be sent to the Department addressed to:

Information redacted in Line with section 40 of the FOIA

Panel Secretary

IRP

157-197 Buckingham Palace Road

London SW1W 9SP

* 1. NB. Invoices must be sent to Accounts Payable at the above address. Invoices must not be sent to the Authority’s Representative.
1. Correspondence
	1. All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

Panel Secretary

IRP

157-197 Buckingham Palace Road

London SW1W 9SP

* 1. All correspondence to the Contractor shall be sent to the following address:

**Tenderer to provide Address**

Information redacted in Line with section 40 of the FOIA, Grayling, 29-35 Lexington Street, London W1F 9AH

Appendix A – Sub-Contractors

All suppliers to the Department of Health are asked to provide details of all sub-contractors that will be used to perform the contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Name & Address of Sub-Contractor | Service performed for Contractor | Provide details of staff numbers[[1]](#footnote-1) | Provide latest year’s turnover |
| Name:  |  |  |  |  |
| Address: |  |
| Name:  |  |  |  |  |
| Address: |  |
| Name:  |  |  |  |  |
| Address: |  |

Appendix B – Parent Company Guarantee

**Tenderers should provide a copy of this form only if a Parent Company Guarantee (PCG) is required. This should be provided on appropriate letter-headed paper and as a separate document.**

**Those organisations that DO NOT require a PCG (to demonstrate financial standing) tick this box:**

 **[x]**

PROVISION OF INDEPENDENT MEDIA AND EXTERNAL COMMUNICATIONS SERVICE FOR THE INDEPENDENT RECONFIGURATION PANEL

With reference to the tender for the above services submitted by [**insert name of Contractor**] (hereinafter referred to as "the Contractor"), as a condition precedent for and in consideration of The Secretary of State for Health, (hereinafter referred to as "the Authority") entering into a contract (hereinafter referred to as "the Contract") with the Contractor for the above services, we, as the Contractor's ultimate holding company do hereby enter into the following unconditional and irrevocable undertakings with the Authority.

These undertakings being on condition that the Authority enters into the Contract with the Contractor for the above services and in consideration of the same:

1. The Contractor shall perform all its obligations contained in the Contract;
2. If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by the Authority, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified the Authority against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;
3. We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by the Authority, whether as to payment, time, performance or otherwise;
4. This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations thereunder have been performed; and,
5. This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Completed by: ............................……. Position: ...............................

Name: ..............................…... Date: ...............................

For and on behalf of [**insert name of the Contractor's ultimate holding company**]

Appendix C – Conflicts of Interest

**Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself, its named sub-contractors and / or consortia members.**

**Please describe any (potential) conflicts of interest that the Tenderer has identified and how these will be managed\*:**

If you **DO** **NOT** have any conflicts to declare, please tick this box: **[ ]**

* Tenderers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.

Guidance to Tenderers:

Tenderers should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery.

We currently work with information redacted in line with section 40 of the FOIAproviding advice and support on a review known as *Your Care Your Future*. The review is led by four NHS partners in west Hertfordshire and the County Council. The review is currently listening to people’s experiences of health and social care and is involving clinicians and local people in the development of potential new models of care. A case for change has been produced setting out the issues that pertain to the four localities. It is possible that a public consultation will be carried out later in 2015 subject to the feedback received and the decisions of the Programme Executive Board and advice of the OSC. The fact that Grayling is working on this review is an advantage in that it demonstrates that we are selected by the NHS through a competitive process for advice and support on matters concerning engagement and involvement of local communities, and potential service change.It is possible that the review team may seek informal advice from the IRP or may indeed have already done so. We would not see this as a conflict of interest.

It is possible that the review may be referred to the Secretary of State and the IRP may be asked to provide an initial assessment. The IRP may recommend carrying out a formal review. In either of these scenarios, Grayling would recommend – following discussions with the CEO and Secretary of the IRP – ensuring that no Grayling staff who support the *Your Care Your Future* review are involved in the IRP work. It is worth highlighting that neither of the current delivery team members work on the stated review and that no current conflicts exist.

Schedule Six – Form of Tender

**Declaration**

**PROPOSAL FOR THE PROVISION OF INDEPENDENT MEDIA AND EXTERNAL COMMUNICATIONS SERVICE FOR THE INDEPENDENT RECONFIGURATION PANEL**

Having examined the proposed Contract comprising of:

1. Part A – Section Two, (Conditions of Contract);
2. Part B – Schedules One, One (a), Two and Six; and
3. Part B – Schedules Four and Five (as amended).

As enclosed in the ITT response dated (**17 April 2015**). We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

We undertake to keep the tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

1. Collude with any third party to fix the price of any number of tenders for this Contract;
2. Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

We agree that the Authority may disclose the Contractor's information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

Unless and until the Tenderer and the Authority have executed a formal agreement, the Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

Date: **17 April 2015**

Signed: Information redacted in Line with section 40 of the FOIA{SEE SEPARATE ATTACHED DOCUMENT FOR SIGNED VERSION}..........................................

in the capacity of: **Director**

duly authorised to sign tenders for and on behalf of:

**Grayling Communications**

By completing this Declaration and submitting your tender, you have agreed that the statements in this Form of Tender are correct.

1. This is the average annual numbers of both staff and managerial staff employed over the last trading year [↑](#footnote-ref-1)