



London Borough of Sutton, Achieving for Children
(Kingston and Richmond) and Royal Borough of
Kingston

Dynamic Purchasing System

Passenger Transport Services

Operational Guide

Table of Contents.

DPS Operational Guide.....	3
What is a Dynamic Procurement System (DPS)?	3
How will the council use SProc.Net?	3
Requirements	3
Open for Offers period	4
Requirement Messaging Tool.....	4
Client Review period	5
Service Agreements.....	6
Changes to Service Agreements.....	6
Intermissions	7
Suspensions.....	7
Service Receipting and Self-Billing.....	8
Communication.....	8
Service Provider Relationship Management module.....	8
Feedback and Complaints	8
Next steps: how to join the DPS	9

Version Control

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V.1	Original Documentation	June 2019
V.2	Royal Borough of Kingston added as a separate entity	January 2021

London Borough of Sutton, Achieving for Children (Royal Borough of Kingston and London Borough of Richmond) and Royal Borough of Kingston – DPS Operational Guide

London Borough of Sutton, Achieving for Children and Royal Borough of Kingston (“the council”) is working with *adam* to introduce a web-based system, SProc.Net, to manage the Council’s Dynamic Purchasing System (DPS). The council will use this system for the procurement of Passenger Transport Services, as and when required, over the lifespan of the DPS contract (expected to run for 4 years plus 2). As a potential Service Provider, this document will take you through what a DPS is and how the council will manage their commissioning and invoicing process using SProc.Net.

What is a Dynamic Procurement System (DPS)?

A DPS is a completely electronic system established by the Council to purchase commonly used goods, works or services. A DPS is governed by Regulation 34 of the Public Contract Regulations.

A DPS operates differently to a traditional contract/framework in that it is an ‘open market’ product allowing suppliers to apply to join at any time and designed to provide the Council access to a pool of suppliers or supply base which can be constantly refreshed. Interested suppliers will have to apply to be admitted to the DPS.

When the Council needs to procure specific Passenger Transport Services, it will publish the Requirement via the DPS and invite bids from suppliers admitted to the DPS in order to award a contract (called a Service Agreement) to provide the services.

How will the council use SProc.Net?

Requirements

When the Council requires a Passenger Transport Service, they will create and distribute a Requirement to the supply base. A Requirement is the name used for a tender on SProc.Net.

The requirement is automatically distributed to Service Providers that have signed up to the respective Service Category via SProc.Net. Depending on when the service is required to

begin, the Council will stipulate the relevant timescales, whereby different actions can be taken during the subsequent periods described in this guide.

There may arise a situation that is an exception to the standard DPS process. In this situation, the Council reserves the right to contact a single Service Provider, or a specified selection of Service Providers. A retrospective Requirement will be placed on SProc.Net. Detailed below is a list of example exception situations, which is not exhaustive, in which this may occur:

- Services procured out of core office hours (5pm – 9am overnight, Weekends or Bank Holidays).
- Tribunal/ appeal process is in progress

In these cases, a retrospective Requirement will be placed on SProc.Net by the Council.

Open for Offers period

This period only applies when the Requirement has been distributed via the DPS. Service Providers can only submit an Offer during the 'Open for Offers' period. An Offer is the name used for a proposal submitted by a Service Provider. The Council will stipulate the timescale of this period on the Requirement. Once this period ends, no further Offers can be submitted by the supply base.

To create an Offer, Suppliers will state whether or not they can meet the requirements ('Attributes') and submit a price ('Price'). Offers submitted will be evaluated 100% on price.

During the Open for Offers period, you will have visibility of your overall ranking in the list. Whilst the Open for Offers period is open, you can revise your Offer Price in an effort to improve your ranking on two occasions. This meaning you will be able to submit a maximum of 3 offers per requirement. It should be noted that any price revisions will need to be reviewed by the Service Lead to verify the usage of the DPS.

When the Open for Offers period ends, all submitted Offers will be electronically sorted into a list. This will rank the Offers in order of the score which they have received.

Requirement Messaging Tool

A messaging tool is available during the Open for Offers period for you to communicate with the Council to clarify any specifics of the Requirement. Requirement messages and their responses will be published on the Requirement and can be seen by all Service Providers who

are placing Offers. As such, you must not include anything which identifies you or your business in any Requirement messages.

The following policy must be adhered to for its use. This policy is to ensure a full auditable trail and alleviate any risks to the Council or the Service Provider through miscommunication or malicious practice:

1. Identification

There must be nothing communicated through the messaging system which identifies either you as the Service Provider or a member of the Council.

2. Prejudice

Nothing which betrays a bias for or against you as the Service Provider should be communicated through Requirement Messaging.

3. Data protection

There must not be any sensitive information of a personal or commercial nature, pertaining to either you the Service Provider, a member of the Council or Service User communicated through Requirement Messaging.

4. Off-contract risk

There will be nothing which incites engagement outside of the system communicated through Requirement Messaging.

5. Clarification

Further details to support the Requirement and aid Service Providers in constructing their Offers must always be communicated through Requirement Messaging.

Client Review period

This period only applies via the DPS procurement route. Following on from the Open for Offers period, the Council will evaluate the Offers. The purpose of the Client Review period is to ensure that the accepted Offer is the one that best meets the needs of the Service User.

At the end of this review period, the Council will award the Passenger Transport Service contract for the Requirement to the top-ranked offer which represents the most economically advantageous tender. The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- Route is no longer required
- The Price is unsuitable, either unusually low or high
- Current Service quality issues
- Supplier cannot meet the required collection/drop off points and or attributes

The Council reserves the right to amend the award criteria from time to time, subject to prior notification to Service Providers.

Service Agreements

This is relevant for all procurement routes via the DPS or through the DPS exceptions as listed above. If your Offer is successful, a Service Agreement will be created on SProc.Net between you and the Council. The Council will inform all Service Providers of the outcome of Offers received via SProc.Net following the end of the Client Review period, a Service Agreement will then be created from the successful offer.

Changes to Service Agreements

If a change needs to be made to an active Service Agreement, the Change Order function in the system will be used either by the provider or by Council. The Change Order policy below outlines what changes to an active Service Agreement can be requested and the impact of this change request.

Changes to a Service Agreement

Where an impromptu change in the service is required, it is permissible to request a change with the Service Provider. This change will be recorded in the system but does not constitute a material change and so the Service Agreement does not need to be redistributed to the supply base. For example, changes could include but are not limited to:

- Start and/or end dates change
- Service paused while users temporarily not travelling
- Service user circumstances
- Passenger Assistant or Driver information was incorrect on Requirement
- Change to Driver or Passenger Assistant requested by the council
- Change to Service Agreement description, equipment or requirements for the service user
- Number or days, or specific days of travel, changes
- Additional passengers added or removed from the route
- Price increase or decrease required

Ending a Service Agreement

A change, when considered major, may result in the Service Agreement ending. The Council reserve the right to end the active Service Agreement and create a new Requirement to distribute to the supply base. Examples of a major change are, but are not limited to:

- Allegations of abuse and/or Safeguarding concerns
- Upheld complaints concerning Service Provider competence

- The route of the Service Agreement has changed significantly

All decisions will be made in consultation with all parties involved, prior to the ending of a Service Agreement.

As a Service Provider, if a change to service is identified, this will need to be raised to the Council via the Messaging functionality on the Service Agreement.

Intermissions

Occasionally, there may be an event which “interrupts” the delivery of the service to an individual. When a service is not being delivered due to a change in circumstances, the contract needs to be placed into an ‘on hold’ status on the system. This is called an Intermission. In cases of Intermissions as detailed below, fees will not be payable throughout the period of an intermission.

- Route Cancellation – When a route is cancelled upon arrival to the pickup point without reasonable prior notification.
- The Service Provider will receive payment for the outward journey in full however will not receive payment for the return journey.

Suspensions

The Council reserve the right to suspend a Service Provider from the DPS supply base, for reasons such as, but not limited to;

- Non-Compliance with Safeguarding
- Licences and documentation revoked or out of date
- Consistent poor service
- Meeting contract failure default thresholds as detailed in the Service Specification

A Suspension means that a Service Provider will not receive new Requirements distributed by the Council. A joint discussion between the Service Provider and the Council (and other appropriate parties), will determine the impact, and any necessary action, in respect of the Service Provider’s other active Service Agreements.

Once suspended from bidding for new requirements, current Service Agreements will continue except in the case of a serious complaint/concern where the Supplier will have all routes removed and the requirement will be retendered, at Council’s discretion.

Provider suspensions will be lifted once issues identified have been rectified to the acceptance of the local authority as detailed in the Service Specification.

Service Providers may also choose a voluntary suspension of placements while addressing concerns in partnership with the Local Authority.

Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Service Provider, you will be required to submit weekly bills (Service Receipts) through SProc.Net. The Service Receipts are a record of the service delivered and will be used by the Council to pay you, against Self-Bills generated from approved Service Receipts. *adam* will act as payment agent on behalf of the Council. Please refer to the *adam* training user guides for the process on Service Receipting.

You will be expected to service receipt weekly (no later than Monday night) to ensure prompt payment.

Communication

Service Provider Relationship Management module

The Council will be using the Supplier Relationship Management (SRM) module within SProc.Net to communicate with approved Service Providers. The SRM module will allow the Service Providers to communicate directly with Council officers in an open and transparent manner. Further information can be found in the System User Guide on SProc.Net in the 'Help' section.

Feedback and Complaints

If you wish to request any feedback or to lodge a complaint, please contact the Council via email to procurement.contracts@sutton.gov.uk or john-paul.inglis@kingston.gov.uk

Next steps: how to join the DPS

Service Providers who wish to supply services to London Borough of Sutton, Achieving for Children (London Borough of Richmond and Royal Borough of Kingston) and Royal Borough of Kingston you will need to meet the Council's minimum entry criteria by applying online at www.sproc.net. It is a simple three step process consisting of Registration, Accreditation and Enrolment. Please refer to the 'DPS Application Guide' for details on the entry criteria and an explanation of the process.

Glossary

Accreditation – this is the first part of the second step (selection) of the process that a Supplier is required to complete in order to join the DPS. It involves responding to a series of questions and uploading documents.

adam – adam HTT Ltd trading as *adam*, the provider of **SProc.Net**, who will also act as the council's payment services provider.

DPS – Dynamic Purchasing System used for the procurement of Services.

Enrolment – this is the second part of the second step (selection) of the process that a Supplier needs to complete in order to join the DPS. It involves submitting further information based on which the Council evaluates the capability of your organisation to deliver Services to the Council.

Entry Criteria – the selection criteria that a supplier must meet and maintain throughout the duration of the DPS in order to successfully complete and to retain their Accreditation and Enrolment on the DPS.

Intermission – a "hold" on the delivery of Services under a Service Agreement while the Service Agreement remains in force.

Offer – your tender against a Requirement confirming that you are able to deliver the Services required and your Price for doing so.

Open for Offers Period – the period during which you are able to submit an Offer against a Requirement distributed by the council on the DPS.

Price - the Supplier's proposed costs for carrying out a Requirement as contained in an Offer.

Public Contract Regulations – the Public Contract Regulations 2015, and as amended from time to time, that govern how public sector public sector procurements must be carried out.

Requirement – a request issued by the Council from time to time on the DPS describing the specific Services for which the Council is seeking to award a Service Agreement and which may include terms and conditions applicable to the provision of those Services which supplement the terms and conditions set out in the Supplier Agreement.

Self-Billing Procedure – arrangements you sign up to as part of the Supplier Agreement in order for *adam* to generate invoices billing the council on your behalf and to process payments to you on behalf of the council.

Service Agreement – this is the contract to deliver a Requirement issued by the council accepting your Offer and confirming agreement on what Services are going to be delivered and at what price.

Service Receipt – this is a weekly electronic record submitted via the DPS to confirm the services you have delivered in the specified week. This is instead of sending the council a paper invoice.

Services – these are the Passenger Transport Services that the Service Provider will provide where required by the Council from time to time in accordance with the Supplier Agreement as more fully described in the Specification and further detailed by a Requirement.

Specification – the outline description of the Services the council may require from time to time via the DPS.

SProc.Net – this is an internet based technology platform through which the council will be operating the DPS to procure Services (web link is www.sproc.net).

Supplier Agreement – this is the overarching agreement between the council and a supplier setting out how the council will award Service Agreements via the DPS and the terms and conditions applicable to such Service Agreements.