



ITT Appendix C – Operational Guide

London Borough of Merton

SEND NMISS School Placements

October 2022

DPS Operational Guide

The London Borough of Merton (“the Council”) is working with adam to introduce a web-based system, adam Procure, to manage the Council’s Dynamic Purchasing System (DPS). The Council will use this system to make placements for Children and Young People (CYP) with Education, Health and Care (EHC) Plans in the Non-Maintained and Independent Special Schools (NMISS), when required, over the lifespan of the DPS contract (expected to run until April 2028).

As a potential Service Provider, this document will take you through what a DPS is and how the Council will manage their commissioning using SProc.Net.

What is a Dynamic Purchasing System (DPS)?

A DPS is a completely electronic system established by public sector bodies 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 Providers to apply to join at any time and designed to provide the Council a pool of Providers or supply base which can be constantly refreshed. Interested Providers will have to apply to be admitted to the DPS.

How will the Council use adam Procure?

Requirements

When the Council require a placement, they will create and distribute a Requirement to the supply base. A Requirement is the name used for a tender on adam Procure.

The requirement is automatically distributed to Providers that have signed up to the respective Service Category via adam Procure. 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. Further information regarding this process can be seen in the DPS Admission Agreement under clause 6.

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 Provider, or a specified selection of 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:

- When services are required in an emergency outside of normal office hours
- When no providers on the DPS are able to meet the needs of the particular requirement.
- When continuity of service is required.
- Parental choice.

- Out-of-area placement – where the Service User requires a placement outside of the area covered by the Council.

Open for Offers period

This period only applies when the Requirement has been distributed via the DPS. Providers can only submit an Offer during the 'Open for Offers' period. An Offer is the name used for a proposal submitted by a 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, Providers will state whether or not they can meet the requirements ('Attributes') and submit a price ('Price').

Offers submitted will be evaluated against their capacity and capability to meet the Requirements as well as value for money.

During the Open for Offers period the provider will be able to lower their price using the Revise Price option.

The Council review

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.

The Council will award the contract to the most suitable offer within the shortlist. There is no 100% guarantee that the lowest price offer, or the offer from the Provider with the highest quality score will be accepted. The Council reserve the right to reject Offers from the shortlist should they be deemed inappropriate.

The Council reserves its right to amend the award criteria from time to time, subject to prior notification to Providers, including the use of Service User feedback and historical Service Provider performance data.

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 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 Provider through miscommunication or malicious practice:

1. Identification



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

2. Prejudice

Nothing which betrays a bias for or against you as the 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 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 Providers in constructing their Offers must always be communicated through Requirement Messaging.

Client Review period

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 placement contract for the Requirement to the top-ranked offer. The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- The placement is no longer required.
- Provider has not demonstrated a satisfactory understanding of the individual requirement need.
- Provider circumstances change post award that would mean they no longer meet the minimum requirements.
- Matters relating to quality or safeguarding processes and procedures.
- Parental choice
- The Council reserves the right to exclude any organisation at any stage of the procurement process if they fail to disclose or misrepresent information, which later emerges as information that would have had a material bearing on decisions relating to the procurement process.

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 adam Procure between you and the Council. The Council will inform all Providers of the outcome of Offers received via adam Procure 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 the Council. The Change Order policy below outlines what changes to an active Service Agreement can be requested:

Changing a Service Agreement

Where an alteration in the service is required, it is permissible to request a change with the Provider/Council. 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 date changes
- Individual change in circumstances of service user and/or their family.
- Individual change in need following annual review.
- Changes in relevant legislation e.g. GDPR.

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:

- Certain matters relating to safeguarding processes and procedures.
- Provider circumstances change that would mean they no longer meet the minimum requirements.
- Contract monitoring identifies other material breach/es of contract.
- Provider serves termination notice.

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

As a 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 such as planned or unplanned hospital admissions. 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.

The Provider shall notify the Council using the following email address in these instances so patient records can be updated as required:

sen@merton.gov.uk

The Council reserve the right to change the above conditions where it may be deemed necessary.

Suspensions

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

- Non-compliance with safeguarding requirements.
- Other matters related to safeguarding e.g. during certain investigative processes.
- Non-compliance with monitoring requirements.
- Safeguarding and quality concerns.
- Non-compliance of enrolment documentation

A Suspension means that a Provider will not receive new Requirements distributed by the Council. A joint discussion between the Provider and the Council (and other appropriate parties if required), will determine the impact, and any necessary action, in respect of the 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 Provider will have all packages removed and the requirement will be retendered, at the Council's discretion.

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

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

Communication

Complaints

If you wish to request any feedback or to lodge a complaint, please contact the Council via email to sen@merton.gov.uk

Next steps: how to join the DPS

Providers who wish to supply placements for Children and Young People (CYP) with Education, Health and Care (EHC) Plans in the Non-Maintained and Independent Special Schools (NMISS) services to the London Borough of Merton will need to meet the minimum entry criteria by applying online at <https://www.adamproviders.co.uk/>. 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 – The first part of the second step (selection) of the process that a Provider 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 adam Procure.

adam Procure – An internet-based technology platform through which the Council will be operating the DPS to procure Services.

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

Enrolment – The second part of the second step (selection) of the process that a Provider 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.

Entry Criteria – The criteria that a Provider 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 can deliver the Services required.

Open for Offers Period – The period during which you can submit an Offer against a Requirement distributed by the Council on the DPS.

Price – Your proposed costs for carrying out a Requirement as contained in an Offer.

Public Contract Regulations – The Public Contract Regulations 2015, amended from time to time, that govern how 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 Provider Agreement.

Service Agreement – 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.



Services – These are the Services that the Provider will provide where required by the Council from time to time in accordance with the Provider 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.

Provider Agreement – The overarching agreement between the Council and a Provider setting out how the Council will award Service Agreements via the DPS and the terms and conditions applicable to such Service Agreements.

