



## **Dynamic Purchasing System (DPS)**

### **Home Support**

### **Operational Guide**

# Cambridgeshire County Council – DPS Operational Guide

Cambridgeshire County Council (CCC) is working with *adam* to introduce a web-based system, SProc.Net, to manage the Council's Dynamic Purchasing System (DPS). CCC will use this system for the procurement of Home and Community Support services, as and when required, over the lifespan of the DPS contract. As a potential Service Provider, this document will take you through what a DPS is and how CCC will manage their commissioning process using SProc.Net.

## What is a Dynamic Procurement System (DPS)?

A DPS is a fully electronic system used by public sector bodies to award contracts for works or services as set out in Regulation 34 of The Public Contract Regulations 2015 (as amended from time to time).

Service Providers must meet the Council's minimum criteria for entry to the DPS, but there are no other restrictions on who can or cannot join. Please see the 'How to Become An Approved Supplier' section for CCC on [demand.sproc.net](http://demand.sproc.net).

The DPS is a fair and transparent process for all Service Providers. As a Service Provider, you will benefit from access to all opportunities to provide services in their specialism because the use of SProc.Net means:

- You will be competing on a level playing field with other organisations for new opportunities to provide services
- You will have reduced administration costs and an easy to use, streamlined process
- The full history and a complete audit trail of all buying decisions and communications are captured in one easy to access location.

## How will the council use SProc.Net?

### 1. Requirements

When the Council requires a Home and Community Support services, 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 all approved Service Providers on the DPS 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 reserve 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 in which this may occur:

- Emergency Care requirements
- Specialist care requirement
- Restarts of care where service user requests a specific provider

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

## 2. 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.

### 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.

### 3. 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 Home and Community Support 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:

- price abnormally low or unsuitable high
- It does not sit within the Floor & Ceiling price
- Provider is in suspension or there are significant quality concerns.

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 whether via the DPS or outside of the DPS. 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.

### 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 by the Council. The Change Order policy below outlines what changes to an active Service Agreement can be requested, and what constitutes a material change resulting in the active Service Agreement ending and a new requirement being distributed to the supply base. Changes are at the sole discretion of the Council.

- **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 not limited to:

- Service user care needs are either increased or decreased
- Service users goes into hospital for more than 7 days
- A price review triggers a change in cost

### **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
- Repeated contractual failures.

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.

- The Council will suspend payment for 7 days when they enter hospital however the provider must keep the package open. A new Requirement is needed after 7 days.

## **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
- Poor service delivery
- Contractual and financial breaches on the agreement between the council and provider

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.

## 4. 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 ensure you are paid the correct amount. 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 Tuesday night) to ensure prompt payment.

## 5. 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 (post Go-Live).

### Feedback and Complaints

If you wish to request any feedback or to lodge a complaint, please contact the Council via email to [CFA.AccessToResourcesAdmin@cambridgeshire.gov.uk](mailto:CFA.AccessToResourcesAdmin@cambridgeshire.gov.uk)

## Glossary

***adam*** – adam HTT Ltd trading as *adam*, the provider of **SProc.Net**

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

**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 CCC 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.

**Service Agreement** – this is the contract to deliver a Requirement issued by CCC 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.

**Services** – these are the Home and Community Support Services that the Service Provider will provide where required by the Council from time to time as more fully described in the Specification and further detailed by a Requirement.

**SProc.Net** – this is an internet based technology platform through which CCC will be operating the DPS to procure Services (web link is [www.sproc.net](http://www.sproc.net)).