

# adam



## East Sussex County Council

Dynamic Purchasing System

Passenger Transport Services

Operational Guide

adam

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# What is a Dynamic Purchasing System (DPS)?

An DPS is a fully electronic system used by public sector bodies to award contracts for works or services as is compliant with 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. The DPS is open for new providers to join at any time the DPS is active. Please see the 'How to Become an Approved Provider' section for East Sussex County Council on <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 your 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 to School transport service to be delivered, they will create and distribute a Requirement to the supply base in respect of the relevant Service Category. A Requirement is the name used for a tender on SProc.Net.

The Requirement will be distributed to all approved Service Providers for the relevant 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.

When distributing requirements, the Council will not be distributing these via any distribution group or post code radius, this means anyone that is signed up to the DPS will have a fair and equal opportunity to place an offer on the requirement.

Through this DPS the council could be procuring services for different vehicle requirements, as per the Service Categories that are selected as part of the onboarding process.

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. Detailed below is a list of example exception situations in which this may occur:

- In circumstances where there has been no tender received.
- Where the service is needed urgently/immediately.

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 provider base.

To create an Offer, Providers will state whether or not they can meet the requirements ('Attributes' & 'Capabilities') and complete any Quality related Outcome Questions ('Outcome Questions'). The Provider is also required to confirm their rate to provide these services. When submitting an offer, the Provider must be aware they are submitting an offer to provide the service that has been stipulated within this Requirement.

### **I. Withdrawing an Offer**

The Service Provider has the ability to withdraw the Offer (once) if they no longer wish to be considered for that Requirement.

### **II. Rollback**

The Council has the ability to 'roll back' a Requirement (and offer it back to the Service Providers) once it has passed the Open for Offers period, in the event that no Offers have been received. This process will be used as and when the Council wish to recirculate the Requirement to individual Service Providers.

In the event a Requirement is rolled back, all Service Providers enrolled since the original distribution date will have visibility and opportunity to respond to the Requirement.

### **III. 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.

#### IV. Client Review period

Following the Open for Offers period, the Council will evaluate the Offers submitted by all Providers (this subsequent period is referred to as the “Client Review Period”). 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.

The evaluation of the Offers shall be conducted based on the price that has been submitted on the Offer.

At the end of this review period, the Council will award the route (“Service Agreement”) for the Requirement to the top-ranked offer which meets all elements of the Requirement. The Council reserves the right at any time to not award a Service Agreement in respect of any Requirement.

The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- Answers given to outcome questions are below the minimum acceptable standard set by the Council.
- Provider is unable to meet the full requirement of the route.
- If the Provider has been suspended since the Requirement was placed.
- Recent complaint received regarding Providers ability to deliver services.

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

### 3. Award Criteria

There will be no direct award option within this DPS; all Service Providers who are enrolled to a Service Category will be able to submit an Offer against a Requirement.

The Council, for each individual Requirement via the DPS, will follow the following award criteria:

- Price: 100%

As part of the Offer process, Service Providers will be required to complete one or more of the following:

- i. state whether or not they can meet the “Features” and “Capabilities” in relation to the Requirement.
- ii. submit Outcome Statements in relation to the Requirement.

**I. What is a Feature?**

“Features” are core criteria or “must haves” a Service Provider must have or be able to do, to deliver the Service. This criterion is a “pass or fail” hurdle, which will filter out Service Providers unable to provide the services specified. Features are displayed as tick boxes on the system.

**II. What is an Outcome Question?**

The “Outcome Questions” are free-text questions, which are related to an outcome and/or choice. These are defined by the Council and require free-text responses from the Service Provider. The Service Provider’s response to the Outcome Statements must demonstrate how they will meet the service user’s needs.

Where utilised, the responses will be scored using the below Evaluation Scoring Matrix:

Capability	Evidence Provided	Score	Remark
Provider is able to meet the needs of the Council.	Evidence is consistent, comprehensive, compelling, directly relevant in all respects and highly credible	5	Absolute Confidence
	Evidence is sufficient, convincing, and credible.	4	Confidence
Small risk that the Provider will not meet the needs of the Council.	Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.	3	Minor Concerns
Moderate risk that the Provider will not meet the needs of the Council.	Evidence has moderate gaps, is unconvincing.	2	Moderate Concerns
Significant risk that the Provider will not meet the needs of the Council.	Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.	1	Major Concerns
Provider will not be able to meet the needs of the Council.	No evidence or misleading evidence.	0	Not acceptable

## 4. Service Agreements

If your Offer is successful, a Service Agreement will be created on SProc.Net. This is the contract between you and the Council for the provision of the Services detailed in the Requirement.

The Council will inform all Service Providers of the outcome of Offers received via SProc.Net following the end of the Client Review period.

Once the Council has notified the Providers of the outcome of the Tender process, the successful Service Provider will then be notified that a Service Agreement has been created on the system. The Provider will need to confirm acceptance of the Service Agreement before this takes effect and becomes active. The service to the Service User should not begin until this contract is active as no payment will be able to be made for services completed until the agreement is active.

The Service Agreement will be entered into electronically by the acceptance of the Service Agreement via SProc.Net. The Service Provider will ensure that before acceptance of the Service Agreement, that the person agreeing to the Service Agreement has the authority and capacity to do so.

### I. Changes to Service Agreements

The Council reserves the right to make in-contract changes to any of its Service Agreements in accordance with the terms of the Supplier Agreement, particularly relating to variations, performance default and termination.

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.

- There has been a re-assessment of the Service Users needs and service requirements are changing. The current provider will be advised of these changes via a change order, if they are unable to meet the new needs of the Service User the whole package will be re-distributed to market, and the Service Agreement ended once a new Provider is identified.
- 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:



- Start and/or end dates change
- Service paused while users temporarily not utilising the Service
- Service User circumstances
- Passenger Assistant or Driver information 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
- Change to the number of dates, or specific days of travel
- Passengers added or removed from the route
- Price increase or decrease required

As the Service Provider delivering the care to the Service User you have the opportunity to raise Change Order's as well for the Councils review and approval. These changes can be requested via SProc.Net only due to audit trail purposes. If a Change Order is being requested, the Provider is requested to provide a description and reason for the changes to allow the council to make an informed decision on the request. If the justification is seen to be invalid or further information is required, the council will ask this via SProc.Net the changes that can be requested by the Service Provider are as above.

## **II. Ending a Service Agreement**

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

- The route has changed significantly
- 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 can be requested through the SProc.Net system. Once you have submitted your change order request a member of the council will review and will inform you of the decision to accept or decline the change order request

## **III. 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.

#### IV. 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
- Licenses and documentation revoked or out of date
- Consistently poor service delivery
- The provider is in breach of the Terms and Conditions set out in the Supplier Agreement

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 Provider will have all care packages removed and a new requirement will be redistributed to the remaining Provider base, at the Council's discretion.

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

A Provider will be automatically suspended should any of the documents uploaded as part of their Accreditation and Enrolment expire. The suspension will be lifted when the documents are updated and approved.

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

## 5. Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Service Provider, you will be able to submit weekly bills (Service Receipts) through SProc.Net. This will be the only way as a Provider you will be able to submit invoices to be paid for the services delivered to the Council. 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. These Service Receipts can be submitted on a weekly, fortnightly or monthly. Please refer to the *adam* training user guides for the process on Service Receipting. You will be expected to service receipt weekly to ensure prompt payment.

## 6. Communication

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).

The Council has the option to distribute E-forms that can be sent out to the supply base regularly for Providers to complete. You will receive more information concerning this should the Council begin to adopt this functionality.

## 7. Feedback and Complaints

If you wish to request any feedback or to lodge a complaint, please contact the Council via email at [\[insert\]](#).

## 8. Glossary

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

**Accreditation & Enrolment** - the onboarding process all providers will go through

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

**Intermission** – a “hold” on the delivery of a service whilst the Service Agreement remains in force

**Offer** – your tender against a Requirement confirming that you are able to deliver the services required

**Open for Offers Period** – the period during which you are able to submit an Offer against a Requirement distributed on the AQP framework

**Price** – the rate that you will submit as a part of your Offer on a Requirement

**Public Contract Regulations (PCR 2015)** – the Public Contract Regulations 2015, and as amended from time to time, that govern how public-sector procurements must be carried out

**Requirement** – a request issued by the Council 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 the Council accepting your Offer and confirming agreement on what Services are going to be delivered and at what price

**Service Category** – a category of service, listed in the Supplier Agreement and the Specification, in relation to which type of Provider may be admitted to the DPS to provide Services.

**Service Receipt** – this is a weekly electronic record submitted via the SProc.net system to confirm the services you have delivered in the specified week.

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

**Suspension** – A process where the Service Provider is suspended from receiving any new Requirements and all current Offers are cancelled.