

# **DPS Entry and Operation Guide Part 2 – Requirements Process and DPS Management**

## **1.0 REQUIREMENTS**

Once you have successfully enrolled to join Haringey Council's DPS, you will be able to offer to deliver Services as and when required by a Customer, whether the Council or a Third Party Customer.

Save in certain exceptions explained in section 4.3 below, when a Customer requires Services it will distribute a Requirement within the DPS to suppliers enrolled for the relevant Service Category.

A Requirement is a request issued by a Customer from time to time via SProc.Net identifying specific **Passenger Transport Services** that it requires. It provides an opportunity for a supplier to submit Offers via SProc.Net bidding against the Requirement. The Requirement may be based on a route or a number of routes.

## **2.0 OPEN FOR OFFERS PERIOD**

Once the Requirement has been distributed by a Customer, suppliers can submit an Offer during the Open for Offers Period. An Offer is the name used for a tender submitted by a supplier. The Customer will stipulate the timescale of the Open for Offers Period in the Requirement. Once this period ends, no further Offers can be submitted by suppliers.

In submitting an Offer, a supplier must confirm that it can meet the specifics of the Requirement and must submit a Price consisting of its proposed costs for carrying out the Requirement.

### **2.1 Open for Offers - Requirement Messaging Tool**

A messaging tool is available during the Open for Offers Period for you to communicate with the Customer to clarify any specifics of the Requirement. Requirement messages, which are anonymous, and their responses will be published on SProc.Net alongside the Requirement and can be seen by all suppliers who are placing Offers. As such, you must not include anything which identifies you or your business in any Requirement messages – please see the Requirement messaging policy below.

The following policy must be adhered to by suppliers using the Requirement messaging tool. This policy is to ensure a full auditable trail and alleviate any risks to any Customer or the supplier through miscommunication or malicious practice:

**1. Identification**

Suppliers must not communicate anything through the messaging system which identifies either the supplier or a member of any Customer's staff.

**2. Communications about other suppliers**

Suppliers must not communicate anything through the messaging system which is intended to support or prejudice any other supplier.

**3. Commercially Sensitive Information and Personal Data**

Suppliers must not communicate through the Requirement messaging system anything that is of a commercially sensitive nature or any personal data relating to a member of a Customer's staff or to any of its service users.

**4. Off-system communications**

Suppliers must channel all requests for information relating to Requirements through the Requirement messaging system and must not engage in off-system communications for this purpose.

**5. Clarification**

Further details to support the Requirement and aid Suppliers in constructing their Offers must always be communicated through the Requirement messaging system.

**2.2 Open for Offers – process**

During the Open for Offers Period you will have visibility of your overall ranking against other suppliers submitting Offers based on the respective scores for the pricing element of each supplier's Offer. Whilst the Open for Offers Period is open, as a supplier, you have the opportunity to revise the Price you have submitted in an effort to improve the ranking of the pricing element of your Offer.

The top ranked Offer based on the price scores is continually updated as necessary each time a new Offer (ie. an Offer with a revised Price) is submitted. Once the Open for Offers period is closed, the Customer will check the Offers submitted before a contract is awarded in the form of a Service Agreement.

The Customer reserves the right to reject an Offer:

1. If it is abnormally low especially where this presents the risk of it being economically unsustainable over the duration of a Service Agreement;

2. If the Offer is made by a supplier that has been duly suspended under section 4.4.

In addition, the Customer reserves the right not to award a contract in respect of an Offer if the Requirement is no longer needed. In such instances all suppliers will receive notification of the Customer's decision not to award a contract.

### **3.0 OFFER EVALUATION**

Every Offer submitted will be evaluated based on the supplier's ability to meet the Customer's "Must Have" criteria and on **Price (100%)**.

#### **"Must Have" criteria**

These are pass or fail criteria that will filter out suppliers prior to any other evaluation and scoring. They are listed as features and displayed as tick boxes on Sproc.Net.

#### **Price criterion**

Offers that pass the "Must Have" criteria will then be scored and ranked on a lowest price basis.

The Council reserves the right to amend the evaluation criteria from time to time, subject to prior notification to suppliers and to other Customers and in a manner that is compliant with the Public Contract Regulations.

### **4.0 SERVICE AGREEMENTS**

If your Offer is successful, you will be awarded a contract in the form of a Service Agreement. This is the contract between the supplier and the Customer issuing the Requirement for provision of the specific Services detailed in the Requirement in respect of which your Offer was made.

Before the Customer awards a Service Agreement, it will need to follow its internal approval processes.

All the suppliers will be notified through Sproc.Net whether they have been successful or not. Where the value of the Service Agreement to be awarded is over the EU threshold for tendering services, the Customer may choose to implement a voluntary 10-day standstill period. In such instances, the award of the Service Agreement will not be confirmed nor will service delivery start until the end of this 10-day period or until the resolution of any challenges to the proposed award that may be brought within that period.

Once the standstill period comes to an end or where the Service Agreement to be awarded is valued below the EU threshold, the successful supplier will then be notified that a Service Agreement has been created on the system. The Supplier will need to confirm acceptance of the Service Agreement before this takes effect and becomes active.

The Customer will, before acceptance of the Service Agreement, ensure that the person agreeing the Service Agreement on behalf of the supplier has the authority and capacity to do so.

#### **4.1 Changes to and Termination of Service Agreements**

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

Each Customer may agree changes to a Service Agreement with the supplier subject to the following understanding:

1. Where changes are proposed to the Requirement deliverable under a Service Agreement but the changes do not significantly affect the overall price of delivering the Requirement, this will not be treated as a material change to the Service Agreement and will not involve a retender of the Requirement unless the supplier is unable to accommodate the changes.
2. Where changes are proposed to the Requirement deliverable under a Service Agreement and the changes significantly affect the price of the Requirement, including by an increase or decrease of more than 50% of the original price, this will be treated as a material change to the Service Agreement. In this case the Requirement will be retendered.

#### **4.2 Intermissions**

Occasionally, there may be an event which interrupts the delivery of the Services under a Customer's Service Agreement, when a service is not being delivered due to a change in circumstances (for example during school holidays), and the contract will be placed into an 'on hold' status on the DPS provided this would not involve a breach of contract. In the event of an Intermission, the supplier will be notified by the Customer of the likely timescales and payments will only be made to the supplier in circumstances where a part payment for mobilisation of services has been previously agreed.

### **4.3 Exception Policy**

Each Customer reserves the right to procure Passenger Transport Services outside of the normal DPS processes in the following circumstances:

1. Where a need arises for Services that are required to start within 4 hours;
2. Where the requirement for the Services arises out of core office hours (09:00 – 17:00 hrs).

In such cases, a retrospective Requirement will be placed on SProc.Net by the Customer and the usual process followed to set up the Service Agreement and to pay for the Services.

### **4.4 Suspension of supplier from provision of Services or from participation in the DPS**

#### **Suspension of supplier's provision of Services pending investigation**

Whenever a supplier is in Serious Default of a Customer's Service Agreement, including the terms of the Customer's Service Specification, the Customer may have an investigation carried out into the Serious Default. In this case, the Customer may, pending the outcome of the investigation and in accordance with the terms of the Supplier Agreement, suspend the supplier's provision under any of the Customer's Service Agreements of any Services notified to the supplier in a suspension notice. Suppliers may also choose a voluntary suspension of Services while addressing concerns in partnership with the Customer.

#### **Suspension of supplier's participation in the DPS**

Where the Council is entitled to terminate the Supplier Agreement with a supplier in accordance with the terms of the Supplier Agreement, the Council may suspend the Customer's participation in the DPS. In this case, the supplier will not be able to submit Offers in response to any new Requirements.

One situation where the Council will be entitled to terminate the Supplier Agreement and suspend the supplier's participation in the DPS is where the findings of an investigation into a Serious Default by a supplier lead the Council to conclude that it is not appropriate for the supplier to be awarded new Service Agreements to provide further Services.

Another such situation is where a supplier has, as part of its Entry Submission, uploaded documents onto SProc.net which have an expiry date (e.g. insurance certificates), the documents expire and the supplier fails to provide current, unexpired documents. In this case the supplier will receive three prior notifications that the documents are due to expire, giving adequate time for the supplier to upload new documentation. Upon the final expiry date a fourth notification is given and failure to upload your documentation will result in an automatic suspension by the Council of the supplier from participation in the DPS. The supplier will then not be able to submit Offers in response to any new Requirements. Once current, valid documentation has been uploaded, this documentation will be reviewed and once approved, the suspension will be removed. You will then receive further Requirements.

#### **4.5 Termination of a Supplier Agreement**

The Council reserves the right to terminate the Supplier Agreement with a supplier on the grounds set out fully in the Supplier Agreement (see clause 31B).

#### **4.6 Monitoring and Review**

Each Customer will have its own Service Specification which will outline its approach to monitoring and review. All Service Specifications will be available to view at <http://demand.sproc.net>. All suppliers that hold an active Service Agreement will be required to attend monitoring meetings, the frequency of which will be determined by the Customer. The Customer's authorised officer shall be entitled to make recommendations to the supplier for improving the standard of its performance in undertaking the Services.

**4.6.1 Annual Review – Financial Assessment** The Council reserves the right to recall all financial documents for assessment within two months of the date of a supplier's anniversary onto the DPS for review, in accordance with the financial methodology set out in Entry Guide Part 1. As part of the evaluation a new credit check will be undertaken, it is therefore the responsibility of the supplier to check their credit report with Experian for any inaccuracies that can be rectified prior to the Council obtaining a copy of the report for evaluation. In the event a supplier fails the financial assessment, a supplier will retain any existing Service Agreements. However, suppliers will be suspended from receiving any future requirements via the

DPS until such time a further review is undertaken, and the failed DPS Entry & Operation Guide Pt 2 criteria has been met

## **5.0 SERVICE RECEIPTING AND SELF-BILLING**

Once you have an active Service Agreement, you will need to submit weekly bills (Service Receipts) through Sproc.Net in accordance with the Self-Billing Procedure – see Supplier Agreement Schedule 2.

The Service Receipts are a record of the Services delivered to the Customer. Once they have been reviewed and approved, *adam* will use them to generate a Self-Billing Invoice on your behalf which you will receive as a record of the monies due for the Services you have delivered. *adam* will then pay you directly on behalf of the Customer. Please refer to the *adam* training user guides for the process on Service Receipting.

## **6.0 COMMUNICATION**

### **Supplier Relationship Management module**

The Council will be using the Supplier Relationship Management (SRM) module within SProc.Net to communicate with suppliers admitted to the DPS. The SRM module will allow suppliers to communicate directly with the Council in an open and transparent manner. Third Party Customers will have access to the SRM for viewing suppliers' Entry Submissions.

Further (technical) information on this can be found in the System User Guide on SProc.Net

## **7.0 FEEDBACK AND COMPLAINTS**

Suppliers wishing to request any feedback or to lodge a complaint about their participation in or about the operation of the DPS should contact the Council via email to:

[dps-enquiries@haringey.gov.uk](mailto:dps-enquiries@haringey.gov.uk)

## **8.0 NEXT STEPS: HOW TO JOIN THE DPS**

Suppliers need to join the DPS if they wish to provide Passenger Transport Services to Haringey Council and/or Third Party Customers. This can be done by successfully completing the Registration, Accreditation and Enrolment processes. Please refer to the DPS Entry and Operation Guide Part 1 for further guidance on how to do so.

The following guides are available in the Help Library online on Sproc.Net: **Accreditation & Enrolment Guide** - Registration, Accreditation and Enrolment process, new users, locations and managing rejected items

**Supplier User Guide** - Reviewing #RQ's, #RQ messaging, creating and submitting Offers, #OF messaging & revising price, reviewing Service Agreements, #SA messaging, #SR management, Sell-Billing process.

**If you have any questions, please do not hesitate to contact:**

[dps-enquiries@haringey.gov.uk](mailto:dps-enquiries@haringey.gov.uk) stating Passenger Transport Services DPS in the subject line

All questions and answers will be posted at <http://demand.sproc.net>

## **9.0 GLOSSARY**

**Accreditation** –the first stage of the second step (Accreditation and Enrolment) 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 payment services provider for the Council and for any Third Party Customer that opts to use *adam* in this way.

**Council** – Haringey Council.

**Customer** – the Council or any Third Party Customer.

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

**Enrolment** – the second stage of the second step (Accreditation and Enrolment) 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 relating to the supplier's capabilities.

**Entry Criteria** – the 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.

**Entry Submission** - the Accreditation and Enrolment information, including documents, which the Council requires a supplier to submit via SProc.Net as part of the Accreditation and Enrolment process.

**Experian UK** – a credit checking service.



**Evaluation Methodology** - the methodology which the Council will use to evaluate Entry Submissions against the Council's Entry Criteria, as set out in this DPS Entry and Operation Guide Part 1, and which a Customer will use to evaluate Offers to rank suppliers in the process of awarding a Service Agreement, as set out in the DPS Entry and Operation Guide Part 2.

**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 the Price for doing so.

**Open for Offers Period** – the period during which you are able to submit an Offer against a Requirement distributed by a Customer 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, as amended from time to time, that govern how public sector procurements must be carried out.

**Registration** – the first step of the process that a Supplier is required to complete in order to join the DPS. It involves uploading onto the DPS certain basic information about the supplier's organisation.

**Requirement** – a request issued by a Customer from time to time on the DPS identifying specific Services that the Customer requires and for which it is seeking to award a Service Agreement.

**Self-Billing Invoice** - an invoice generated through Sproc.Net on the supplier's behalf in accordance with the Self-Billing Procedure.

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

**Serious Default** – a breach by the supplier of its obligations under a Service Agreement which in the reasonable opinion of the Customer materially prejudices the health, safety or welfare of a service user.

**Service Agreement** – the contract to deliver a Requirement issued by a Customer accepting your Offer and confirming agreement on what Services are going to be delivered and the Price for doing so.

**Service Category** – a category of service, as described in section 1.0 of DPS Entry and Operation Guide Part 1 and in the Council’s Service Specification in relation to which a supplier may be admitted to the DPS to provide Services.

**Service Receipt** – 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 relevant Customer a paper invoice.

**Service Specification** – a description of the Services that a Customer may require from time to time under the DPS as set out on <http://demand.sproc.net>.

**Services** – the **Passenger Transport Services** deliverable under the DPS in accordance with the Supplier Agreement as described, in relation to any Customer’s Service Agreements, in each Customer’s Service Specification.

**SProc.Net** – an internet based technology platform through which the Council will be operating the DPS for the procurement of Services by itself and by other Customers (web link is [www.sproc.net](http://www.sproc.net)).

**Supplier Agreement** – the overarching agreement between the Council and a supplier setting out how the Council and other Customers will award Service Agreements via the DPS and the terms and conditions applicable to such Service Agreements.

**Third Party Customer** any of the local authorities other than the Council which is identified in Section 1.0 of DPS Entry and Operation Guide Part 1 and which has been permitted by the Council to procure Services under the DPS.