



London Borough of Redbridge

Operational Guide

Passenger Transport Services

May 2021

adam

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# Dynamic Purchasing System Operational Guide

The (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 until April 2027). 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 Purchasing 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.

## How will the Council use SProc.Net?

### Requirements

When the Council require 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.

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.

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:

- Services procured out of core office hours (08:00 – 17:00hrs Mon-Fri, weekends, Bank Holidays)
- Emergency transport requirements
- Supplier that is known to the service user and can best support their needs
- Service User and family choice
- A legal requirement dictates which Supplier is to be awarded the contract

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, Service Providers will state whether or not they can meet the requirements ('Attributes') and submit a price ('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, as a Service Provider, you have the opportunity to revise your price in an effort to improve the ranking of your offer. 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 price.

## Rollback

In the event that no Offers have been received, 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. This process will be used as and when the Council wish to recirculate the Requirement to 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.

## 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
  - a. 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
  - a. Nothing which betrays a bias for or against you as the Service Provider should be communicated through Requirement Messaging
3. Data protection
  - a. 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
  - a. There will be nothing which incites engagement outside of the system communicated through Requirement Messaging.
5. Clarification
  - a. Further details to support the Requirement and aid Service 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.

The evaluation of the Offers shall be conducted based on the price that has been submitted, in accordance with the evaluation criteria. An initial examination will be made to establish the completeness of submitted Offers and clarification will be sought if there are any potential errors. The Council reserves the right to disqualify any Offer submission which is incomplete. A Service Provider will not be awarded a contract ("Service Agreement") until the Council is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Council before the award of the Service Agreement can take place.

At the end of this review period, the Council will award the Passenger Transport Services Service Agreement for the Requirement to the top-ranked offer which meets the full requirement of the route. The Council reserves the right at any time to not award a Service Agreement in respect of any Requirement.

The Council is not obliged to select the Offer with the lowest price. The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- If the Supplier is unable to meet the full requirement of the route
- If the Supplier has been suspended since the Requirement was placed
- If the vehicle, driver or PA are not available
- The price is too high or unsustainably low
- Distribution equity

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

## Service Agreements

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 the impact of this change request.

## Changing a Service Agreement

Where an impromptu change in the service is required, it is permissible to request a change with the 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. Some changes will require acceptance from the Service Provider. Examples of changes could include but are not limited to:

- Start Date
- Price Per Trip
- Number of Trips
- Change of Schedule
- Personal Assistant changes

## 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
- Upheld complaints concerning the Service Provider competence
- Significant alterations in duration of support required

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. Fees will not be payable throughout the period of an intermission. Below is a list of examples of circumstances in which an intermission maybe applied:

- If the service is not provided to the Service User due to sickness or holiday
- During the school holiday periods
- During long term periods “on hold” pending a restart with the same Service Provider and driver

## 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
- Poor delivery of service
- Quality Concerns
- Out of Date Licences and Documentation
- Financial irregularities

A Suspension means that a Supplier will not receive new Requirements distributed by the Council.

Once suspended from submitting Offers for new Requirements, current Service Agreements will continue except in the case of a serious complaint/concern where the Service Provider will have all routes removed and a new requirement will be redistributed to the remaining supply base, at the Council's discretion.

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

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

## Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Provider, you will need to submit weekly invoices ("Service Receipts") through SProc.Net. This will be the only way a Service Provider will be able to be paid for the services delivered to the Council. Service Receipts need to be submitted by Tuesday midnight in order to be included on the next payment run. Service Receipts are a record of the service delivered and will be used by the Council to pay you, compared 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.

If you have multiple Service Agreements with the council and no amendments are required on the Service Receipt, the option within the system will allow you to bulk receipt. This will take the committed cost on the Service Agreement and send it to the council for payment. This option can save you time if there are multiple receipts you need to raise on a weekly basis.

## Communication

### Supplier Relationship Management module (SRM)

The Council will be using Provider Relationship Management (SRM) within SProc.Net to communicate with approved Suppliers. SRM allows the Suppliers to communicate directly with Council officers in an open and transparent manner. This is where the Provider ongoing quality scores for Enrolment questions, E-forms and Service Individual feedback will be updated. Further information can be found in the System User Guide on SProc.Net in the 'Help' section.



## Complaints

If you wish to lodge a complaint, please contact the Council via the web address below:

[Sen.Transport@redbridge.gov.uk](mailto:Sen.Transport@redbridge.gov.uk)

## Next steps: how to join the DPS

Suppliers who wish to supply service or continue to work with the council will need to meet the minimum entry criteria by applying online at [www.SProc.Net](http://www.SProc.Net). To find out how to sign up please see the [demand.sproc.net/client](http://demand.sproc.net/client) Application Guide for this DPS.

# Glossary

**Accreditation** – 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** – The second part 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 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 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. The Requirement 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 for *adam* to generate invoices billing the Council on your behalf and to process payments to you on behalf of the Council.

**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.

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

**Service User** – This is the individual that you will be submitting an offer to the council to provide a service for, to support them and their families.

**Services** – These are the Services that the Supplier will provide where required by the Council from time to time in accordance with the Supplier Agreement. This is more fully described in the Service Specification and further detailed in the Requirement.

**Specification** – The outline description of the Services the Council may require from time to time via the DPS.

**SProc.Net** – An internet-based technology platform through which the Council will be operating the DPS to procure Services (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 will award Service Agreements via the DPS and the terms and conditions applicable to such Service Agreements.