

Milton Keynes Council Operational Guide Housing March 2021



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DPS Operational Guide

Milton Keynes Council (the "Council") is working with *adam* to introduce a web-based system, *adam*Housing. The Council will use this system for the procurement of Temporary Accommodation, as and when required, over the lifespan of the DPS contract which will be in place for a maximum of 6 years. As a potential Supplier, this document will take you through what a DPS is and how the council will manage their commissioning and invoicing process using *adam*Housing.

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 with Properties which can be constantly refreshed. Interested Suppliers will have to apply to be admitted to the DPS.

When the Council needs to procure Temporary Accommodation, the supply & Acquisitions team will review the available properties via the *adam*Housing system, for the most appropriate type of accommodation for the individual or family they are trying to find accommodation for. As a Supplier it is your responsibility that you make your properties available to the council when they are vacant so the council is aware of the availability of properties the availability of the market. If the property is made unavailable to council it will not be able to see it to book the property.

How will the Council use *adam*Housing?

Creating your property portfolio and Making your property available

After you have completed your onboarding process you will have the opportunity to create your property portfolio. To do this you will be asked to provide details of the property, the list below is some of the information you should have to hand:

- Property Address
- Show location (walking distance)
- School location
- Gas Safety Certificates
- Electrical Safety Certificate
- Property Insurance information
- Photograph's of the property
- If it is suitable for Wheelchair Access



- Key safe location photograph
- Bedroom information
- White Goods available

The council will expect that if you have advised that the property meets the following specification by uploading photographs:

- Level access shower (Wet Room)
- Wheelchair accessible rooms space for a Wheelchair to move around the property
- Wheelchair accessible bedroom

You will be asked to select the scheme that you are entering the property into either one of the following schemes:

- Nightly Let
- Secured Let Scheme
- Assured Shorthold Tenancy

You will be asked to submit a price for the property depending on the scheme this will either be a price per night or price per month.

Once you have completed all the information regarding the property specification you will be able to make the property available to the council. It is important that you manage your properties within the system and that if a property contract has ended it is made available to the council again asap.

The council will be able to reject any property that you have on your portfolio that they do not wish to book. Please see the section reasons to reject a property for further information.

Making a booking and negotiating

For any individual or family that the council is trying to find Temporary Accommodation for they will be reviewed within the councils internal approval process. For those individual or families that meet the criteria for the council to support and find accommodation for they will use the *adam*Housing system to review all the available properties. The council will start with the properties that are within their price range.



The council has a price platform that they are willing to pay for the accommodation please see the table below that gives you the prices the council are expecting to pay for accommodation:

Rooms	Low	High
Studios	£25.50	£26.50
1 bed	£26.25	£28.00
2 bed	£28.00	£30.00
3 bed	£39.38	£43.00
4 bed	£48.13	£53.00

If there is no property that is within the price bracket of the council that meets the needs of the individual then they will look for the next cheapest property that does meet the needs of the individual or family. However the council will enter into negotiations with you. It is important that you are motoring the system and your emails between 15:00 – 16:00 daily to complete these bookings and agree the price of the property.

If the council tries to negotiate the price of the property with you. You will receive a notification from the system and a booking will be created as a pending booking. With this you will be able to review the new negotiated price. With the price you will be able to make a counter offer or accept the proposed price from the council.

If you counter the offer from the council they will have the option to accept your offer or will reject the offer and attempt to make a booking with another Supplier.

Messaging Tools

On all your Properties you will have two sections to track and manage any complaints or repairs that are raised on the property.

Any complaints or repair requests that are raised round the property will be added to the property page. This information is added to the system so the council has a record that the concern has been resolved in a timely manner. You will have a comment box to track the progress of the complaint/repairs and how they have been resolved. There is an option to mark the complaint/repair as resolved when it has been completed and upload any evidence for the council to confirm that the issue has been resolved.



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 Supplier through miscommunication or malicious practice:

1. Identification

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

2. Prejudice

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

Emergency Bookings

The Council manage an out of hours homelessness service and will make arrangements to provide accommodation. The following day the council will review the needs of this individual/family and if they meet the criteria for Temporary Accommodation from the council they will follow the normal process as explained in this documentation.

The Bookings

When everything has been confirmed with the price of the property. For the Nightly Let scheme and AST scheme the council will provide you with the information of the licensee or tenant of the property. For the secured let scheme you will not receive any individual information on who will be in the property.

The council will expect you to have a key safe box on all your properties and to provide the council with the location of the key safe and the pin access code to the property. The council expects this to be the case to help reduce the number of people touching and passing keys between each other and reduces the risk of the keys to being lost and confused with the different properties that a landlord may have.



On the booking you will also be able to update any out of date certificates and changes you have made to the property. You will also be able to look at the receipts and review when your next payment is due.

Changes to bookings

Where an impromptu change in the service is required, it is permissible to request a change with the Supplier. This change will be recorded in the system but does not constitute a material change and so the Booking does not need to be redistributed to the supply base. For example, changes could include but are not limited to:

- Changing the dates of the booking
- Intermission placed to allow a repair to take place
- Price change

These changes can be requested by either the council or you as a Supplier. Whichever party that requests the change the other party must review and approve the change before it is finalised on the booking.

Ending a Booking

A change, when considered major, may result in the booking ending early. The Council reserve the right to end the active bookings and can re-house the individual into another property. Examples of a major change are, but are not limited to:

- Certain matters relating to safeguarding processes and procedures.
- Supplier circumstances change that would mean they no longer meet the minimum requirements e.g. loss of registration where applicable.
- Major repair issues.
- Major incident within the property i.e. flooding
- Supplier serves termination notice.

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



Payment Freezes

The Council reserve the right to add a payment freeze to a Supplier, for reasons such as, but not limited to;

- Non-compliance with Safeguarding requirements.
- Other matters related to safeguarding e.g. during certain investigative processes.
- Complaints unresolved
- Major Repair needed
- Non-compliance with monitoring requirements.
- Financial irregularities.

A payment freeze means that a Supplier will not receive any payment for that period of time for that property only. If a Supplier has multiple properties and only one property has a payment freeze on it. They will still receive a payment for all the other properties.

Receipting and Self-Billing

Once a booking has been created and the service has commenced, as a Supplier, you will not need to do anything. The system will be configured to automatically generate receipts and schedule the payments due for the various schemes the council is offering.

On the first Wednesday of every month the system will pull through all the scheduled receipts from active bookings that do not have a payment freeze on them and will pull these all together and the system will create you a Self-Bill document. This document will tell you what bookings you will be receiving payment for and when you can expect to receive this payment for.

The Nightly Let scheme the payments will be received in arrears once the booking has been confirmed and the tenant has been in the property.

The Secured Let scheme, you will receive the payment in advance. If your lease starts mid-month the first payment you will receive the back dated payment and your first full month payment.

AST Scheme, the ongoing rent payment will be payable by the tenant at the agreed time when creating the tenancy. The tenants may also be able to claim for direct payments directly to the landlord through the housing benefit or Universal Credit schemes. These details can be confirmed at the point of the tenancy being agreed.



Communication

Complaints

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

Please insert your complaints email here

Next steps: how to join the DPS

Suppliers who wish to supply services to the Council will need to meet the Council's minimum entry criteria by applying online at <u>https://www.adamhousing.co.uk/</u> It is a simple three step process consisting of Registration and Accreditation. Please refer to the DPS Application Guide for details on the entry criteria and an explanation of the process.



Glossary

Accreditation – The second part of the onboarding 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 Supplier of *adam*Housing, who will also act as the Council's payment services Supplier.

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

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 Registration and Accreditation on the DPS.

Intermission – A "hold" on the delivery of Services under a Booking while the Booking remains in force.

Price – Your proposed costs for the council to rent the property.

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 Booking 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.

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.

Booking – 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.



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.

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 as more fully described in the Specification and further detailed by a booking.

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

Supplier Agreement – The overarching agreement between the Council and a Supplier setting out how the council will award Bookings via the DPS and the terms and conditions applicable to such Bookings.

