

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

By submitting an Entry Submission to join the DPS or an Offer bidding for the award of a Services Agreement, Suppliers will be considered to have accepted these conditions set out in this DPS Entry and Operation Guide Part 2 (in addition to relevant conditions in the Supplier Agreement).

Once you have successfully enrolled to join the DPS, you will be able to offer to deliver the Services as and when required by the LCP Members.

When a Service is required, a Requirement will be created and distributed to those enrolled for the specific Service Category.

## **LCP Members**

The Council wishes to establish a Supplier Agreement for use by current and future LCP Members and the public sector bodies (and their statutory successors) to whom the use of this DPS will be open, on the proviso they have an administrative office within the M25 of Greater London include but not limited to the following list:

- Government departments, agencies and public bodies
- Canal & river trust,
- Local authorities
- National Parks authorities
- The Corporate Officer of the Leader of House of Lords and the Corporate Officer of the Leader of the House of Commons.
- Educational establishments across England and Wales maintained by the Department for Education including Academies, Colleges, Free Schools, LA Maintained Schools, Other types, Special Schools, Universities
- Social enterprises within culture and leisure.
- Police forces in the United Kingdom
- Fire and rescue services in the United Kingdom
- NHS Bodies including acute trusts, clinical commissioning groups, mental health trusts, health and care trusts, ambulance trusts, area teams, special health authorities, others and NHS property services,
- Department of Health Advisory Bodies and Committees
- Hospices in UK including Scotland, Wales and Northern Ireland.

- Registered providers of social housing
- Care quality commission, independent regulator of health and social care in the UK;
- Care homes,
- Mental Health Service,
- National Housing Federation
- Third sector and charities.
- Charities in the UK,
- Citizens Advice
- Limited Companies and other enterprises owned by other bodies other than those listed above but qualifying as Bodies Governed by Public Law for the purposes of the Public Contracts Regulations.

In the event that any such LCP Member intends to award a Agreement under the DPS, the provisions of this DPS Entry and Operation Guide Part 2 shall apply.

## **1. Requirements**

A Requirement is a request issued by an LCP Member in respect of the relevant Service Category from time to time via AdamProcure.co.uk identifying the Services, that it requires including a project brief outlining the service specification for the service to be provided. It provides an opportunity for Suppliers registered for the relevant Service Category to submit Offers via AdamProcure.co.uk against the Requirement.

An LCP Member will stipulate its Service Specific requirements including any accreditations/certifications or additional requirements it may have specific to the service templates used to call off specific Services. e.g. any additional Insurances, Certifications etc

The LCP Member will specify in the Requirement if the supplier will be paid directly by the LCP Member or by using Adam as a third party payment agent. This information will be displayed on the Requirement.

### **1.1 Distribution groups**

An LCP Member will, if required, be able to apply additional filters by selecting geographical / contract value banding filters which will be applied using distribution groups.

#### **1.1.1 Geographical**

An LCP Member can select which Suppliers will receive the Requirement based on the area(s) that a Supplier has identified that they wish to work

in. These areas are chosen by the Supplier as part of the Enrolment process, the LCP will then transfer the Suppliers to their chosen distribution groups.

#### 1.1.2 Contract Value Bands

The LCP Member can determine which Suppliers are to receive the Requirement based on a contact value band which Suppliers indicated they wished to be put in at the point of enrolment (see Section 9.2).

Distribution groups are not mandatory. If a LCP Member does not choose to use a distribution group, all Suppliers within the applicable Service Category will receive the Requirement.

## 2. Open for Offers period

Once the Requirement has been distributed, Suppliers can submit an Offer during the 'Open for Offers' period. The LCP Member 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. 'Open for Offers' periods will vary but will take into consideration the complexity of the Requirement.

### 2.1. Revising an Offer

A Supplier may revise their Offer as many times as necessary at any stage up to the end of the Open for Offers period. This revision can include any elements of the response.

Once an Offer has been submitted, the Supplier will have visibility of their Offer confirmation. This will provide details of their rank position against other suppliers who have submitted an offer at the time the offer was made. This is based on the price element of their Offer only.

A final ranking will take place upon completion of the quality submission of the Offer.

### 2.2. Withdrawing an Offer

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

### 2.3. Duplicating Offers

A Requirement can be duplicated in the event that the LCP Member has received no Offers on a Requirement. This process will be used as and when an LCP Member wishes to recirculate a Requirement to other distribution groups.

### 2.4. Rollback

The LCP Member has the ability to 'roll back' a Requirement (and offer it back to the DPS Suppliers) once it has passed the Open for Offers Period, in the event that no Offers have been received.

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

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

A messaging tool is available during the Open for Offers period for you to communicate with the LCP Member to clarify any specifics of the Requirement. Requirement messages, which are anonymous, and their responses will be published on AdamProcure.co.uk 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 or is deemed commercially sensitive 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 the LCP Member or the Supplier through miscommunication or malicious practice:

#### **Identification**

##### **i. Communications about other suppliers**

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

##### **ii. 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 LCP's staff or to any of its service users.

##### **iii. 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.

##### **iv. Clarification**

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

## 2.5. Client Review period

Following the Open for Offers period, the LCP will evaluate the Offers submitted by all Suppliers (this subsequent period is referred to as the "**Client Review Period**").

The evaluation of the Offers shall be conducted based on the most economically advantageous tender in accordance with the evaluation criteria, weightings and methodology described and established pursuant to section 3.2 below.

Following this evaluation of the Offers, the LCP Member will award the Agreement to the top-ranked Offer (provided that the LCP Member reserves the right at any time to not award a Agreement in respect of any Requirement).

The LCP Members have the right to reject an Offer in the following (non-exhaustive) circumstances:

- If it deems the pricing proposals in the Offer to be abnormally low pursuant to the Public Contracts Regulations
- If the Supplier has been suspended since the Requirement was placed.

## 3. Award Criteria

There will be no direct award option within this DPS; all Suppliers who are enrolled to a Service category will be able to put in an offer against a Requirement subject to the additional price banding and regional filters which are optional for an LCP Member to apply within AdamProcure.co.uk.

The LCP Member, for each individual Call-Off via the DPS will set its own award criteria. However the overall recommended ranges will be:

- Quality/technical: 40-80%
- Price: 60-20%

The award criteria will determine what information is required by a Supplier submitting an Offer.

If a Requirement comprises of both price and quality, Offers will be evaluated based on the most economically advantageous tender by applying an evaluation criteria and weightings, which will be determined at the time the Requirement is distributed.

The LCP Member reserves the right to formulate more precisely their own award

criteria and weightings from time to time (for example through the introduction of sub-criteria) in respect of an individual Requirement and any such details shall be provided in AdamProcure.co.uk.

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

- i. state whether or not they can meet the "Features" in relation to the Requirement;
- ii. submit Outcome Statements and documentation in relation to the Requirement
- iii. submit a pricing proposal ("Price") in relation to the Requirement.

### 3.1. What is a Feature?

"Features" are core criteria or "must haves" a Supplier must have or be able to do, to deliver the Service. This criterion is a "pass or fail" hurdle, which will filter out Suppliers prior to evaluation and scoring of Price and Quality. Features are displayed as tick boxes on the system.

### 3.2. Quality

#### 3.2.1. What is an Outcome Statement?

The "Outcome Statements" are free-text questions, which are related to an outcome and/or a choice. These are defined by the LCP Member and require free- text responses from Suppliers. The Suppliers' response to the Outcome Statements must demonstrate how they will meet the LCP member's needs

The responses will be scored using the below Evaluation Scoring Matrix:

Score	Criterion	Elemental Breakdown
0	<b>Question not answered.</b>	No answer or response given or provided to the Question or part of the Question. Inappropriate and irrelevant response.
1	<b>Poor –</b> Falls well short of meeting the requirements of the Question.	Only a minimal response made to the Question or part of the Question being the subject of the response. Fails to understand all of the Requirements of the Question or part of the Question being the subject of the response.

<b>2</b>	<p><b>Low Expectations</b> - Meets some of the requirements of the Question.</p>	Covers a few of the elements / points set out in the Question or part of the Question being the subject of the response. Does not however show a full understanding of the Question or part of the Question being the subject of the response.
<b>3</b>	<p><b>Satisfactory</b> - Largely meets the requirements of the Question.</p>	Indicates a broad understanding of the Question or part of the Question being the subject of the response but does not cover all the points required by the Question.
<b>4</b>	<p><b>Good</b> – Meets all major requirements of the Question.</p>	Meets most of the points set out in the Question or part of the Question being the subject of the response but is still a comprehensive response. Provides a robust answer showing how the Supplier will put theory into practice. Workable and practical methods/ proposals provided in the response.
<b>5</b>	<p><b>Excellent</b> – Meets and complies with all the requirements of the Question. No Reservations.</p>	Fully complies with the Question or part of the Question being the subject of the response. Response demonstrates that the Supplier has exceptional ability which shows clear potential to provide an exceptional service under the contract

### 3.2.2. Price

Suppliers are required to enter the proposed price for the Requirement. Details regarding how the price shall be submitted shall be set in the Requirement.

Price scores are then calculated by the system by comparing Suppliers' prices using the following formula:

$$(\text{Best Price} \div \text{Bid Price}) \times (\text{Price Weighting})$$

### 3.2.3 Turnover requirement

The Council recommends that suppliers are only eligible to be awarded any Agreement where the estimated value of the Agreement is no more than 50% of the Supplier's annual turnover. This is a recommendation for

LCP members and they are entitled to apply different ratios at their discretion.

#### **4. Agreements**

If an Offer is successful, the Supplier will be awarded a Agreement. This is the contract between the Supplier and LCP Member for provision of the Services detailed in the Requirement.

The Services provided will be bound by the terms and conditions set out in the Agreement as uploaded as part of the original Requirement. Before a LCP Member awards a Agreement, it will need to follow its internal approval processes and an appropriate financial evaluation based on the Agreement value.

All the Suppliers will then be notified whether they have been successful or not. All unsuccessful Suppliers will be given the opportunity to review their Offer's score against the score for the winning Offer.

The LCP Member shall decide in relation to each Agreement whether to conduct a voluntary 10-day standstill period. Where the LCP Member decides to conduct such a standstill period, the Agreement will not be entered into with the successful Supplier nor will service delivery start until at least the end of this 10-day period.

Once the LCP Member has notified the Suppliers of the outcome of the Tender process, and, where relevant, when any standstill period comes to an end, the successful Supplier will then be notified that a Agreement has been created on the system. The Supplier will need to confirm acceptance of the Agreement before this takes effect and becomes active.

The Agreement will be entered into electronically by the acceptance of the Agreement via AdamProcure.co.uk.

The Supplier will, ensure before acceptance of the Agreement, that the person agreeing the Agreement has the authority and capacity to do so.

##### **4.1. Changes to and termination of Agreements**

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

Any changes to the Agreements shall be made in compliance with the Public Contracts Regulations.

Each LCP Member may agree changes to a Agreement with the supplier subject



to the following understanding:

1. Where changes are proposed to the Requirement deliverable under a 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 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 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 Agreement. In this case the Requirement will be retendered.

#### **4.1.1. Intermissions**

Occasionally, there may be an event which interrupts the delivery of the Services under an LCP Members Agreement, when a Service is not being delivered due to a change in circumstances (for example extreme weather conditions), and the Agreement 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 LCP Member of the likely timescales and payments will only be made to the Supplier in circumstances where a part payment for mobilization of Services has been previously agreed.

#### **4.2. Changes to the DPS Supplier Agreement**

The parties to the Supplier Agreement may agree changes to the Supplier Agreement at any time during its existence in accordance with its terms and in compliance with the Public Contracts Regulations. In addition, the Council may unilaterally amend any part of the Supplier Agreement that relates to the process for awarding the Agreements.

### **5. Suspension of a supplier's provision of Services or of supplier's participation in the DPS**

#### **5.1. Suspension Pending Investigation**

An LCP Member reserves the right to investigate a Supplier whenever there is reason to believe the Supplier has committed a serious default of the terms of any of the LCP Members Agreements including the terms of the LCP Members Service Specification as stipulated in the Requirement.

Should an investigation be deemed necessary, the LCP Member reserves the right to request that the Council suspend the supplier's provision of Services under one or more Agreements to the extent that this is consistent with the terms of the Supplier Agreement.

Suppliers may also choose a voluntary suspension of Services while addressing concerns in partnership with the LCP Member.

The Council also reserves the right to investigate a Supplier whenever there is reason to believe non-compliance with the Entry Criteria has occurred. Should an investigation be deemed necessary the Council reserves the right to suspend the Supplier's participation in the DPS while an investigation takes place.

## **5.2 Automatic suspension due to expired documentation or policies:**

Suppliers who have uploaded documents onto AdamProcure.co.uk with a mandatory expiry date e.g. insurances will receive three prior notifications that the documents are due to expire, giving adequate time for Suppliers to upload new documentation. Upon the final expiry date a fourth notification is given, failure to upload your documentation will result in automatic suspension from the DPS and you will no longer receive any further requirements.

If a suspension from participation in the DPS is imposed on a Supplier, the Supplier will 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 automatically removed. You will then receive further Requirements.

The Council reserves the right to suspend a Supplier from the DPS for reasons such as, but not limited to:

- Liquidation
- Failure to meet the terms of the Specification or entry guides
- Poor performance

A Suspension means that a Supplier will not receive new Requirements distributed by any LCP Member.

## **6. Termination**

The Council reserves the right to terminate a Supplier Agreement in instances where the Supplier continues to commit serious defaults of the terms of any of the LCP Members Agreement including the terms of the LCP Members Service

Specification as stipulated in the Requirement.

## **7. Monitoring and Review**

### **7.1 Annual Review – Financial Assessment**

The LCP 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.

For Start-up organisations at initial enrolment, the LCP will run an Experian check and carry out a full financial evaluation at 19 months after the formation of the organisation. The assessment will be in line with the financial methodology set out in Entry Guide 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 UK 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 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 criteria has been met.

### **7.2 Insurances**

Suppliers who have uploaded documents onto AdamProcure.co.uk with a mandatory expiry date e.g. insurances will receive three prior notifications that the documents are due to expire, giving adequate time for Suppliers to upload new documentation. Upon the final expiry date a fourth notification is given, failure to upload your documentation will result in automatic suspension from the DPS and you will no longer receive any further requirements.

Once documentation has been uploaded the revised documentation will be reviewed, once approved the Suspension will be automatically removed.

## **8. Receipting and Self-Billing**

Once you have an active Agreement, you will need to submit periodic Receipts through AdamProcure.co.uk based on any Milestones determined in the Agreement.

Once the Receipt has been approved, the Receipt will form the basis for payment for the Service provided. The payment method may vary where the LCP Member has opted to use the DPS platform provider as a payment agent. In this instance, a Supplier will be paid by Adam.

## **8.1. LCP Members using Adam as a payment agent**

- 8.1.1.** Both the Requirement and the Agreement will indicate that payment will be made through Adam as a payment agent.
- 8.1.2.** Suppliers will Receipt upon completion of the Agreement Milestones.
- 8.1.3.** Consolidated invoice sent to LCP Member for payment.
- 8.1.4.** Self-Bill sent to Suppliers for record of all approved Receipts indicating payment amount due.
- 8.1.5.** Adam will make payment to Suppliers.

## **8.2. LCP Members not using Adam as a payment agent**

- 8.2.1.** Both the Requirement and the Agreement will indicate that payment will be made by the LCP Member.
- 8.2.2.** Suppliers will Receipt upon completion of the Agreement Milestones. No additional invoice is required to be submitted by the Supplier.
- 8.2.3.** Consolidated invoice sent to LCP Member as a record of payments to be made.
- 8.2.4.** Self-Bill sent to Suppliers for record of all approved Receipts indicating payment amount due.
- 8.2.5.** Supplier will be paid by the LCP Member.

The Receipts are a record of the service delivered. Please refer to the Adam training user guides for the process on Receipting.

A Supplier must ensure that when Receipting against a Milestone the Supplier will select the last week ending date that occurs within the Milestone period.

In the event Suppliers are unable (having made reasonable endeavors to do so) to raise their Receipt, a Supplier can go back in to AdamProcure.co.uk to raise retrospective weekly Receipts for Milestones of services delivered but not yet invoiced.

## **8.3. Construction Industry Scheme (CIS)**

Certain works carried out via Agreements created on this DPS will be subject to

Construction Industry Scheme (CIS) deductions. In such cases the Agreement will be awarded based on the Offer price submitted by the Supplier (the gross price). When payment is made, if CIS applies, the deduction will be calculated and the Supplier will receive the offer price minus the appropriate level of deduction (the net price):

Eg

An offer price of £2,000 is accepted, the Agreement will state £2,000. If CIS rate of 20% applies, at the point the Receipt is submitted the deduction will be made and the supplier will receive payment of £2,000 minus 20% - £1,600.

CIS rate can be set at Milestone level so in cases where a range of different disciplines are carried out under the same Agreement, deductions will only be made against those where CIS applies.

## 9. Communication

### 9.1 Supplier Relationship Management module

The Council will be using the Supplier Relationship Management (SRM) module within AdamProcure.co.uk 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. LCP Members will have access to the SRM functionality for viewing documents uploaded by Suppliers as part of their Enrolment.

### 9.2 Contract Value Band

LCP Members can choose to apply a filter based on the estimated contract value when creating a Requirement. If this filter is applied only Suppliers that selected the band at the point of enrolment will receive the requirement however, use of the filter is not mandatory and is at the discretion of the LCP member. If no filter is applied all active suppliers in the chosen Service Template will receive the requirement.

Value Band	Lower Value	Upper Value
1	£0	£250,000
2	£250,000	£500,000
3	£500,000	£1,000,000
4	£1,000,000	above

Further information can be found in the System User Guide on AdamProcure.co.uk (post Go-Live).

## 10. Feedback and Complaints

Suppliers wishing to request any feedback or to lodge a complaint about their

participation in or the operation of the DPS should contact the LCP via email to [lcp-dps@haringey.gov.uk](mailto:lcp-dps@haringey.gov.uk)

## 11. Next steps: how to join the DPS

Suppliers need to join the DPS if they wish to provide the Services to LCP Members. This can be done by successfully completing the Registration, Accreditation and Enrolment processes. Please refer to the DPS Entry Guide Part 1 for further guidance on how to do so.

The following guides are available in the Help Library online at [www.adamProcure.co.uk](http://www.adamProcure.co.uk)

**System Overview Guide** - 12-step overview

**Accreditation & Enrolment Guide** - Registration, Accreditation and Enrolment process, new users, locations and managing rejected items

**#SA & #SR Management Guide** - Reviewing Agreements, #SA messaging, #SR management, Sell-Bill process

**Offer Management Guide** - Reviewing #RQ's, #RQ messaging, creating and submitting Offers, #OF messaging & revising price

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

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

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

## GLOSSARY

**Accreditation** – this is 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 a responding to a series of objective questions and uploading documents.

**Adam** – adam HTT Limited trading as adam as the provider of AdamProcure.co.uk.

**Call-Off** - The issue of an ITT in relation to any Agreement to be awarded under the DPS

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

**Supplier Agreement**– This is the overarching agreement between Haringey Council and a supplier setting out how Haringey Council will award Agreements via the DPS for the delivery of specific Services and the terms and conditions applicable to such Agreements.

**Enrolment** – the second part of the second step (selection) of the process that a Supplier needs to complete in order to join the DPS which will involve submitting further information based on which the LCP makes an evaluation of the capability of the Suppliers organisation to deliver services to the LCP Members.

**Entry Submission** - the Accreditation and Enrolment information and documents, which the LCP requires a Supplier to submit via AdamProcure.co.uk as part of the Accreditation and Enrolment process.

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

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

**LCP** - London Construction Programme.

**Milestones** – determined stages of a project triggering payments.

**Offer** – a Tender submitted against a Requirement confirming that a Supplier is able to deliver the Services required and at what price.

**Open for Offers** – the period during which you are able submit an Offer against a Requirement distributed by the LCP or its members on the DPS.

**Public Contracts Regulations** – The Public Contracts Regulations 2015, as amended from time to time.

**Regional Banding** - the regions a Supplier will select at the point of submitting their enrolment that stipulates the regional location that a supplier will want to work.

**Registration** – this is the first step of the process that a Supplier is required to complete when joining the DPS (which involves uploading onto the DPS certain

basic information about the Supplier's organisation).

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

**Agreement** – the contract to deliver a Requirement issued by the LCP Member accepting the Supplier's Offer and confirming agreement on the Services to be delivered and at what price.

**Services** - The services which form the basis of this procurement exercise (particulars of which are set out within in the OJEU Notice) and which shall be further specified by an LCP Member in the Requirement.

**Service Category** - a category of service, as described in section 1.0 of DPS Entry and Operation Guide Part 1.

**Supplier(s)** - the person, firm or company who are admitted to the DPS following evaluation of its response to the Accreditation and Enrolment.

**Receipt** – this is a periodic electronic record you must submit via the DPS to confirm the Services you have delivered in the specified period.

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

**AdamProcure.co.uk** – an internet based technology platform through which the LCP will be operating the DPS to procure Services (web link is [www.adamProcure.co.uk](http://www.adamProcure.co.uk)).

**Supplier Agreement** – the over-arching agreement between an LCP Member and a Supplier setting out how the LCP Member will award Agreements via the DPS for the delivery of specific Services.

**Suspension** – A process where the Supplier's Enrolment is suspended from receiving any new Requirements and all current Offers are cancelled.

**Tender** - means a Supplier response to the Requirement issued by an LCP Member at a Call-Off stage.