



Northamptonshire
County Council

Northamptonshire County Council –
DPS Operational Guide
Dynamic Purchasing System
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adam

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Northamptonshire County Council – Dynamic Purchasing System (DPS) Operational Guide

What is a Dynamic Purchasing System (DPS)?

A 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).

A DPS is a two-stage process: during the first stage interested Service Providers must meet Northamptonshire County Council's (the Council) selection criteria in order to be admitted onto the system. Contracts are awarded during the second stage of the process. In stage two the Council will invite Service Providers successfully admitted on the DPS to bid for contracts. Contracts will be of varying lengths up to a maximum of 4 years (including extensions) except in exceptional circumstances when a longer period may be offered.

Admittance onto the DPS is NOT a guarantee that contracts will be offered and these will be awarded from time to time as determined by the business needs of the Council.

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 Northamptonshire 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 Passenger 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 Passenger Transport Services for Mainstream School Children (MS), Special Educational Needs School Children (and young adults) (SEN), Social Care and Health School Children (SCHC) and Vulnerable Adults to Day Centres (SCHA). This will be defined at the stage the Requirement is distributed to the market.

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:

- Unforeseen transport requirements during the academic year
- Emergency transport requirements
- Where one transport operator can provide a specialist service that fully satisfies the requirements of Service User

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 ('Features'). When submitting an offer, the Provider must be aware they are submitting an offer to provide the transport services that have been stipulated within the Requirement.

I. Withdrawing an Offer

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

II. 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.

III. Requirement Messaging Tool

A messaging tool is available during the Open for Offers period for Service Providers 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, no information which identifies any Service Provider should be entered into any Requirement messages.

The following policy must be adhered to when using the Requirement Messaging Tool. 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 End 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 reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- Provider is unable to meet the full requirement of the route
- If the Provider has been suspended since the Requirement was placed

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 the related Service Category of the Requirement will be able to submit an Offer against said Requirement.

The Council, for each individual Requirement via the DPS, will award the Service Agreement to a Service Provider based solely on price.

As part of the Offer process, Service Providers will be required to state whether they can meet the "Features" in relation to the Requirement.

I. What is a Feature?

"Features" are core criteria or "must haves" a Service Provider must be able to meet in order to deliver the Service required. This criterion is a "pass or fail" hurdle, which will filter out Service Providers. Features are displayed as tick boxes on the system.

4. Service Agreements

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

All Service Providers will be alerted to the outcome of Offers received via SProc.Net following the end of the Client Review period.

Once the Council has notified the Service Providers of the outcome of the Offer process, the successful Service Provider will then be notified that a Service Agreement has been created on the system. The Service 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 the Service Agreement 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 Sproc.Net will be used by the Council. The Change Order policy below outlines what changes to an active Service Agreement can be requested. Changes are at the sole discretion of the Council.

- There has been a re-assessment of the Service Users needs and route requirements are changing. If the current Service Provider 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 Service 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:

- Service User transport needs are either increased or decreased
- Service User details have changed (i.e. change of address, or change of school address)
- The Council makes a rate change
- Number of Service Users increase or decrease
- Number of routes required increase or decrease
- Amendments to route times
- Amendments to the vehicle specification
- Changes to the Service Provider driver, personal assistant, or both
- School Closures

The Service Provider delivering the transport services to the Service User has the opportunity to raise Change Order's in SProc.Net for the Council to review and approve. These changes can be requested via SProc.Net only to maintain an accurate audit trail. If a Change Order is being requested, the Service 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 the Service Provider for more information via SProc.Net. The changes that can be requested by the Service Provider are:
 - Amendment to the vehicle type
 - Amendment to route
 - Amendment to requested pick-up times
 - Amendment to Service Users
 - Amendment of Rates
 - Amendment to Service User requirements (i.e. harness now required)

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:

- Service Provider termination
- Need for Requirement to be re-distributed to the supply base
- 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.

III. Intermissions

Occasionally, there may be an event which "interrupts" the delivery of the service to a Service User (e.g. Passenger sickness or adverse weather conditions). When a service is not being delivered due to a change in circumstances, the Service Agreement can be placed into an 'on hold' status on the system. This is called an Intermission. In the case of Intermissions, 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:

- If the Service Provider have disciplinary action taken by a taxi licensing authority and/or Traffic Commissioner or other regulatory body
- If the Service Provider fails to update insurance records in their provider profile with SProc.Net or other system as advised by the Council
- If as a Service Provider holding an "O" licence they fail to supply their combined Operator Compliance Risk Score (OCRS) score to the Council in November each year or other time as requested by the Council
- If as a Service Provider holding an "O" licence, their combined OCRS score is red and in the Council's opinion the reason for the score gives reason for the Council to consider that the Service Provider can no longer provide a safe and reliable service
- If the Service Provider is deemed to be unable to maintain an acceptable service provision across all Service Agreements operated on behalf of the Council
- Non-Compliance with Safeguarding
- 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. The suspension will remain in force until the Council is satisfied that appropriate plans, to remedy or prevent (or minimise the risk) the issue arising again, have been put in place which may be after the period stated.

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.

A Service Provider will be automatically suspended should any of their 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 Council.

5. Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, a Service Provider can submit 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. The Service Receipts are a record of the service delivered and will be used by the Council to ensure Service Providers are paid the correct amount. These Service Receipts can be submitted on a weekly, fortnightly, or monthly basis. Please refer to the *adam* training user guides for the process on Service Receipting.

In order to receive weekly payments, Service Providers will be expected to service receipt no later than Tuesday night (by 23:59) to ensure prompt payment. A Self-Bill invoice will be available from the following Friday after a Service Receipt has been approved. Payment for these Service Receipts will be received within 30 days of the Self-Bill invoice being generated.

Service Providers are expected to ensure that all journeys that they are invoicing for have been fully met. In instances where the Council become aware of any inaccuracies, any subsequent payments due to the operator will have these costs reclaimed. In addition, the Council may also raise an request through other systems regarding any interest and/or administration costs that must be met by the Service Provider.

6. Communication

I. Supplier Relationship Management module (SRM)

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 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 will be using the SRM module in the system to capture required information for audit purposes. Service Providers will be expected to upload the following information to the SRM module:

- All Personnel deployed on Contracts – DBS
 - **(DBS requirement must be less than 3 years old)**
 - **Must be password protected**
- Passenger Assistants Only – PATS Certificate Number & Expiry Date

- Taxis / Hackney Carriages:
 - Vehicle – Registration Number, Plate Number, Expiry Date
 - Driver – Name, Badge Number, Expiry Date
 - Individual Motor Insurance & PL as appropriate

- Public Service Vehicles:
 - Driver – Name, Vocational Licence Category, CPC Card Category, Expiry Dates

7. Feedback and Complaints

If you wish to request any feedback or to lodge a complaint, please look to send a message to the Council via the SRM tab within SProc.Net.

8. Glossary

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

Accreditation & Enrolment - The boarding process all providers will go through.

DPS – Dynamic Purchasing System – Type of procurement process we are using.

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 DPS framework

Price – the fixed rate price the council will set for each 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 from time to time 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 DPS 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 DPS Supplier Agreement and the Specification, in relation to which type of supplier 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).

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