

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

Once you have successfully enrolled to join Haringey Council's DPS supply chain, you will be able to offer to deliver Services as and when required by Haringey Council.

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

1.0 Requirements

A Requirement is a request issued by Haringey Council from time to time via SProc.Net identifying specific Services which 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 specific instrument to be taught at a specific school.

2.0 Open for Offers Period

Once the Requirement has been distributed, 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 Council 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, suppliers must confirm that they can meet the specifics of the Requirement and must submit a price for delivering the Requirement ('Price').

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 Council 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 the Council 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 Haringey Council'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 Haringey Council'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

All Offers submitted in response to a Requirement are evaluated based on Price 20% and Quality 80%. 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 closes the Price score is combined with the Quality score to produce an overall ranking.

If Haringey Council decides to procure these Services a contract will be awarded in the form of a Service Agreement

Haringey Council reserves the right to reject an Offer:

1. If it is deemed 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, if applicable.

In addition, Haringey Council reserves the right not to award a contract in respect of an Offer if the Requirement is no longer needed.

3.0 Offer Evaluation

Every Offer submitted will be evaluated based on **Price (20%)** and **Quality (80%)** including a supplier's ability to meet the Council's "Must Have" criteria listed as Features in the system.

"Must Have" criteria

These are pass or fail criteria which will filter out suppliers prior to any other evaluation and scoring. They are displayed as tick boxes on the system.

Outcome Statements

These are free-text questions which are related to an outcome and/or a choice. These are defined by the Council and require free-text responses from suppliers. A supplier's response to the Outcome Statements must demonstrate how the supplier will meet the service users' needs.

The responses will be scored during the Client Review Period using the following scoring matrix:

Score	Criterion	Elemental Breakdown
0	Question not answered.	<ul style="list-style-type: none"> • No answer or response given or provided to the Question or part of the Question. • Inappropriate and irrelevant response.
1	Poor – Falls well short of meeting the requirements of the Question	<ul style="list-style-type: none"> • 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.
2	Low Expectations – Meets some	<ul style="list-style-type: none"> • Covers a few of the elements / points set out in the Question or part of the

	of the requirements of the Question.	<p>Question being the subject of the response.</p> <ul style="list-style-type: none"> Does not however show a full understanding of the Question or part of the Question being the subject of the response.
3	Satisfactory – Largely meets the expectations of the Question	<ul style="list-style-type: none"> 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.
4	Good – Meets all major requirements of the Question	<ul style="list-style-type: none"> 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.
5	Excellent – Meets and complies with all the requirements of the Question. No reservations.	<ul style="list-style-type: none"> 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.

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

3.1 Client Review Period

Following the Open for Offers Period, there will be a 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 Council.

During this period, the Council will first evaluate the Outcome Statements for all suppliers that have submitted an Offer. The Outcome Statements will be evaluated to determine the quality score for each Offer which will be weighted to represent 80% of a Supplier's overall score. To ensure that the evaluation and scoring of the Outcome Statements is consistent

and fair, the Council will score all answers using the scoring matrix shown in Section 3.0. The quality score will then be added to the score for the price element of each Offer entered on SProc.Net, which will then re-rank the Offers based on the combined quality and price score.

At the end of this Client Review Period, if Haringey Council decides to procure Services to meet the Requirement it will award the contract, in the form of a Service Agreement, to the top-ranked Offer based on the Offer's overall score combining both the quality and price score.

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 Haringey Council for provision of the specific Services detailed in the Requirement in respect of which your Offer was made.

Before Haringey Council 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, a voluntary 10-day standstill period will then be applied. 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.

Haringey Council 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

Haringey Council reserves the right to make in-contract changes to a Service Agreement or to terminate it in accordance with the terms of the Supplier Agreement, particularly relating to Variations, Performance Default and Termination.

The parties to any Service Agreement may agree changes to each such contract subject to:

1. Where changes are proposed to the Requirement deliverable under a Service Agreement but which do not affect the overall price of the Requirement, this will not be considered a significant 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 that effect the price of the Requirement and would lead to an increase or decrease of more than 50% of the original price, it will be classed as a **'material change'**. In this case the Requirement will be retendered.

4.2 Intermissions

Occasionally, there may be an event which "interrupts" the delivery of the Services; when a service is not being delivered due to a change in circumstances, (for example during school holidays) the contract will be placed into an 'on hold' status on the system provided this would not involve a breach of contract. In the event of an Intermission, the Supplier will be notified 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

Haringey Council reserves the right to procure Services outside of the normal DPS processes in the following circumstances:

1. Where an item or service is required within a 24 hour time frame.
In this case, a retrospective Requirement will be placed on SProc.Net by the Council to ensure that payment for services is still made through the DPS.

4.4 Suspensions

The Council reserves the right to suspend a Supplier from the DPS supply chain to the extent that this is consistent with the terms of the Supplier Agreement, for reasons such as, but not limited to:

- Safeguarding concerns – suspension will take effect while a relevant investigation takes place
- Failure to meet the terms of the Service Specification – see Section 8 of the Service Specification, available <http://demand.sproc.net/Clients>
- Failure to upload current, valid insurance documents upon expiry
- Failure to meet Haringey Council's DBS requirements
- Failure to pass the HMS interview process

A Suspension means that a Supplier will not receive new Requirements distributed by the Council. A discussion between the Supplier and the Council (and other appropriate parties) will determine the impact on, and any necessary action in respect of, the Supplier's other active Service Agreements. The Council reserves the right to request, where the circumstances warrant this, that one or more of a Supplier's employees is / are not to be used to deliver Services under this DPS during periods of investigation or indefinitely.

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

4.4.1 Insurances

Suppliers who have uploaded documents onto SProc.net with a mandatory expiry date i.e. insurances will receive two prior notifications that the documents are due to expire, giving adequate time for suppliers to upload new documentation. Upon the final expiry date a third 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 is imposed suppliers will be able to continue to honour current Service Agreements but will not be able to submit offers to any new Requirements. Once documentation has been uploaded the revised documentation will be reviewed, once approved the suspension will be automatically removed. In cases of ongoing failure to upload valid documentation the Council reserve the right to suspend suppliers from completing existing Service Agreements.

4.4.2 DBS

DBS disclosures must be re-checked every three years. Suppliers will be given three months' notice to complete the re-check process. Failure to do so may result in a full suspension meaning suppliers would not be able to complete existing Service Agreements or submit Offers to new requirements.

4.4.3 Interview

All suppliers must complete an interview process with HMS before they can submit an Offer to a Requirement. During the interview the Supplier will be asked to demonstrate their ability to play their instrument(s) to the minimum standard (Grade 8) and clarify, if necessary, their responses to the Professional Ability section of the enrolment criteria. If a Supplier fails to pass this process HMS reserve the right to impose a suspension. Should a suspension occur, HMS will provide feedback and advice regarding required areas of improvement and the Supplier will be able to request another interview as and when they believe they have addressed the areas of improvement.

5.0 Service Receipting and Self-Billing

Once you have an active Service Agreement, you will need to submit weekly bills through SProc.Net in accordance with the self billing procedure – See Supplier Agreement Schedule 2.

The Service Receipts are a record of the service delivered. Once they have been reviewed and approved, *adam* will use them to generate a Self-Bill which you will receive as a record of the monies due, for the Services you have delivered and will then pay you directly on behalf of the Council. 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 Council officers in an open and transparent manner. Further information can be found in the System User Guide on SProc.Net (post Go-Live).

7.0 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 Council via email to 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 Peripatetic Music Teaching and Tuition to Haringey Council. 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, this is available at <http://demand.sproc.net>.

The following guides are available in the Help Library online at www.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-Bill process,

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

dps-enquiries@haringey.gov.uk stating Music Teachers in the subject line.

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 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 Haringey Council's payment services provider.

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

Enrolment – this is the second part of the second step (selection) 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 selection 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 and documents which Haringey Council requires a supplier to submit via SProc.Net as part of the Accreditation and Enrolment process.

Evaluation Methodology - the methodology Haringey 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 to evaluate Offers to rank suppliers in the process of awarding a Service Agreement as set out 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 your Price for doing so.

Open for Offers Period – the period during which you are able to submit an Offer against a Requirement distributed by Haringey Council 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, and as amended from time to time, that govern how public sector 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 Supplier Agreement.

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

Service Agreement – this is the contract to deliver a Requirement issued by Haringey 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 section 4 of DPS Entry and Operation Guide Part 1 and / or the Specification, in relation to which a supplier may be admitted to the DPS to provide Services.

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

Services – these are the Peripatetic Music Teaching and Tuition services that the Service Provider 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 Requirement.

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

SProc.Net – this is an internet based technology platform through which Haringey Council will be operating the DPS to procure Services (web link is www.sproc.net).

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