

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.

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 AdamProcure.co.uk identifying specific Services which it requires. It provides an opportunity for a supplier to submit Offers via AdamProcure.co.uk bidding against the Requirement.

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').

2.01. 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.

2.02. 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.

2.1 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 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 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

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 supplier, you have the opportunity to revise the Price you have submitted in an effort to improve the ranking of your Offer.

The top-ranked Offer is continually updated as necessary each time a new Offer (i.e., an Offer with a revised Price) is submitted. Haringey Council reserves the right to reject an Offer:

- If it is deemed economically unsustainable over the duration of an Agreement.

- 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.

At the end of the Open for Offers Period, if Haringey Council decides to procure Services to meet the Requirement it will award the contract, in the form of an Agreement, to the supplier which submitted the top-ranked Offer.

3.0 Offer Evaluation

Every Offer submitted will be evaluated based on Price, (100%) and 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.

The below table outlines the evaluation criteria per Service Category, apart from the preliminary pass / failure "Must Haves" Features explained above.

| Service Category | Criterion | Weighting |
|-------------------------|--------------|-----------|
| Arboricultural Supplies | Lowest Price | 100% |
| Horticultural Supplies | Lowest Price | 100% |
| Play Equipment | Lowest Price | 100% |
| Parks Equipment | Lowest Price | 100% |

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.

4.0 Agreements

If your Offer is successful, you will be awarded a contract in the form of an 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 an Agreement, it will need to follow its internal approval processes.

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.

Where the value of the 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 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 Agreement to be awarded is valued below the EU threshold, the successful supplier will then be notified that an Agreement has been created on the system. The Supplier will need to confirm acceptance of the Agreement before this takes effect and becomes active.

Haringey Council will, before acceptance of the Agreement, ensure that the person agreeing the Agreement on behalf of the supplier has the authority and capacity to do so.

4.1 Changes to and Termination of Agreements

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

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, 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 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
- Liquidation • Failure to meet the requested Key Performance Indicators.

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 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.

4.0 Annual Review – Financial Assessment

Monitoring and Review

The Council 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 Council 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 1As 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.

At this review, the Council will determine if the assigned price banding is the most appropriate for the Supplier based on the annual turnover of the Supplier. In the event a change is made, Suppliers will be notified of their new price banding.

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.

5.0 Receipting and Self-Billing

Once you have an active Agreement, you will need to submit weekly bills (Receipts) through AdamProcure.co.uk in accordance with the Self-Billing Procedure – see Supplier Agreement Schedule 2.

The Receipts are a record of the Services delivered. Once they have been reviewed and approved on behalf of the Council, *adam* will use them to generate a Self-Billing Invoice to the Council through the DPS for the Services you have delivered and will then pay you directly on behalf of the Council on a weekly basis. Please refer to the *adam* training user guides for the process on Receipting.

In the event that a Supplier is unable to raise its weekly Receipt on a weekly basis as is usually required, the Supplier can go back into the system to raise retrospective weekly Receipts for weeks of Services delivered but not yet invoiced.

6.0 Communication

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 Council officers in an open and transparent manner. Further information can be found in the System User Guide on AdamProcure.co.uk (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 parks@haringey.gov.uk

8.0 Next steps: how to join the DPS

Suppliers need to join the DPS if they wish to provide Parks Maintenance Services 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.

The following guides are available in the Help Library online at 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: parks@haringey.gov.uk

stating Parks Supplies DPS 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 AdamProcure.co.uk, who will also act as Haringey Council's payment agent. **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 in the DPS.

Entry Submission - the Accreditation and Enrolment information and documents which Haringey Council requires a supplier to submit via AdamProcure.co.uk as part of the Accreditation and Enrolment process. **Experian UK** – A credit checking service.

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 an Agreement as set out the DPS Entry and Operation Guide Part 2.

Intermission – a “hold” on the delivery of Services =under an Agreement while the 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, as amended from time to time, that govern how public-sector procurements must be carried out.

Method Statements – submissions put forward by the supplier as part of its Entry Submission to establish that it has the experience and capability to deliver Haringey

Council's Specification **Registration** – this is the first step of the process that a Supplier is required to complete when joining the supply chain, it 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 for which the Council is seeking to award an 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.

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.

Receipt – this is a weekly electronic record you must submit 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 park maintenance services and any ancillary supplies 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.

AdamProcure.co.uk – this is an internet-based technology platform through which Haringey Council will be operating the DPS to procure Services (web link is www.adamProcure.co.uk).

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