



Operational Guide

London Borough of Bexley

Dynamic Purchasing System
for Travel and Transport Services

v. 1.0

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London Borough of Bexley – DPS Operational Guide

London Borough of Bexley (the Council) is working with *adam* to introduce a web-based system, SProc.Net, to manage the Council's Dynamic Purchasing System (DPS). The Council will use this system for the procurement of Travel and Transport Services, as and when required, over the lifespan of the DPS. The DPS will remain valid for two years from 18 March 2019 to 17 March 2021. The period of validity of the DPS may be extended by a further two years to 27 February 2023 and then by a further two years to 27 February 2025. As a potential Service Provider, this document will take you through what a DPS is and how the Council will manage their commissioning and invoicing process using SProc.Net.

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 2015.

The use of a DPS to award contracts ensures the end-to-end procurement process is competitive, fair and transparent. Providers must meet the minimum criteria for entry to the DPS, but there are no other restrictions on who can or cannot join and there are no enrolment charges.

As a Provider, you will benefit from access to all opportunities to provide services because the use of the DPS 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
- You may be able to identify opportunities for growing your business
- The full history and a complete audit trail of all buying decisions and communications are captured in one easy to access location

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 is designed to provide the Council access to a pool of suppliers or supply base, which can be constantly refreshed. Interested suppliers will have to apply to be admitted on to the DPS.

When the Council needs to procure specific Travel and Transport Services, it will publish the Requirement via the DPS and invite bids from suppliers admitted to the DPS in order to award a contract (called a Service Agreement) to provide the services.

How to join the DPS

Providers who wish to provide services to London Borough of Bexley will need to meet the Council's minimum entry criteria by applying online at www.sproc.net. It is a simple three step process consisting of Registration, Accreditation and Enrolment. Please refer to the 'DPS Application Guide' for details on the entry criteria and an explanation of the process. A supplier will only be eligible to participate in any tenders, once they have successfully completed the Accreditation and Enrolment process and they have been notified as such by the Council.

Tender Requirements and Submission through SProc.net

When the Council requires a Travel and Transport Services, they will create and distribute a Requirement to the supply base (suppliers admitted onto the DPS). A Requirement is the name used for a tender on SProc.Net.

The requirement is automatically distributed to Service Providers that have signed up to the respective 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.

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. A retrospective Requirement will be placed on SProc.Net. Detailed below is a list of example exception situations in which this may occur:

- Divide between ad-hoc and main routes
- Urgency (required <24 hours)
- Urgent requirement, failed attempt, provider unable to complete agreement.
- Urgent requirement, original provider withdrawn from regular service agreement.
- Out of office hours (08:00 – 17:00hrs Mon-Fri)
- Specific/Be-spoke travel needs of passenger unable to be met through DPS call off
- Minimum of three quotes, closest provider contacted to the pick-up point. BITU to complete this. Requirement manually distribute to one provider.

The Council intends to use the DPS to fulfil all of its transport needs however in exceptional circumstances it reserves the right to procure via alternative means

Urgency requirement

The Council reserves the right to require Offers to be submitted within a short timescale, which will be detailed at point of Requirement.

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 suppliers.

To create an Offer, Suppliers will state whether or not they can meet the requirements ('Attributes') and submit a price ('Price'). The majority of offers submitted will be evaluated 100% on price. The exceptions to this will be those services which require highly specialist support available due to the complex nature of passenger medical/support needs, these will be evaluated on an 80% price 20%

quality basis. Suppliers will be required to submit the requested information/evidence to support their bid for evaluation. The evaluation criteria will be clearly stated in the Requirement.

During the Open for Offers period, you will be able to submit your Best Offer. Once your Best Offer is submitted you will be unable to make changes to your Offer.

When the Open for Offers period ends, all submitted Offers will be electronically sorted into a list. This will rank the Offers in order of the price received or score if a price quality split applies

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. Generally, any clarification messages which you send and the responses issued by the Council will be published and can be seen by all Service Providers who are placing Offers for the Requirement. As such, you should not include anything which identifies you or your business in any clarification message which you send. The Council will determine whether or not the clarification question and any response should be treated as confidential and will notify you if it deems that this is the case. Where a question is identified as confidential then the question and associated answer will only be published to the originating supplier. The Council's decision on whether or not a clarification question and/or the response to it should be treated as confidential shall be final. Improper use of the requirement messaging tool and any breaches to the below policy will be dealt with at the Councils discretion on a case by case basis with any required subsequent sanction actions taken as deemed appropriate by the London Borough of Bexley.

The following policy must be adhered to for use of the 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 named 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.

Council Review period

This period only applies via the DPS procurement route. Following on from the Open for Offers period, the Council will evaluate the Offers. The purpose of the Council Review period is to ensure that the accepted Offer meets the requirements.

The Council is not obliged to make awards and may exclude providers from participating in tenders and/or the DPS where it is permitted to do so in accordance with the Public Contracts Regulations 2015.

A rejection of an offer by the Council as above shall be without prejudice to any other remedies available in law.

If there are two suppliers that produce the same priced Offer then, subject to the rejection grounds above, the supplier who submitted their Offer first will be awarded the contract.

The Council reserves the right to amend the award criteria from time to time, to include but not be limited to the use of service user visits, interviews, historical service provider performance data and maximum and minimum price limits. Any such award criteria if applied by the Council will be published as part of the Requirement and evaluated accordingly.

Service Agreements

This is relevant for all procurement routes whether via the DPS or outside of the DPS. If your Offer is successful, you will enter into a Service Agreement which will be between you and the Council. The Council will inform all Service Providers of the outcome of Offers received via SProc.Net following the end of the Council Review period. The terms of the Service Agreement are included as part of the DPS documentation pack.

Changes to Service Agreements

If a change needs to be made to an active Service Agreement, the Change Order function in the system will be used by the Council. The Change Order policy below outlines what changes to an active Service Agreement can be requested, and what constitutes a material change resulting in the active Service Agreement ending and a new Requirement being distributed to the supply base. Changes are at the sole discretion of the Council.

Changes to a Service Agreement

Where an unanticipated change in the service is required that changes the requirements from original service agreement, but not in a material way, it is permissible to request a change with the Service Provider. This change will be recorded in the system, but as it does not constitute a material change, the Requirement subject of the Service Agreement does not need to be redistributed to all suppliers. For example, such changes could include but not limited to:

- Change of Rate resulting from Change of Route Mileage +/- <20%

- Change of Rate resulting from Change of Vehicle Type (if continuity of provider/crew identified)
- Number of Units/Trips as part of package +/- <50%
- Change in Escort provision (adding/removing) if rate change reflects market rate for changing provision
- End Date of package extended annually (further 12months) if agreed service performance levels met and rates reflect similar services/packages

Variations to parameters may be allowed where continuity of service has been identified as essential for ensuring service delivery is maintained – Such as maintaining specialist care needs & requirement for continuity of provider.

Any changes will also need to comply with any variation provisions set out in the Service Agreement.

Ending a Service Agreement

A change, when considered material, may result in the Service Agreement ending. The Council reserve the right to end the active Service Agreement and create a new Requirement to distribute to the supply base. Examples of a major change are, but are not limited to:

- Material change in the value of the service as a result of the change in requirement by the Council

All decisions made regarding the ending of a Service Agreement is at the Councils discretion.

As a Service Provider, if a change to service is identified, this will need to be raised to the Council via the electronic messaging functionality connected to each Service Agreement.

Intermissions

Occasionally, there may be an event which “interrupts” the delivery of the service to an individual. When a service is not being delivered due to a change in circumstances, the Service Agreement needs to be placed into an ‘on hold’ status on the system. This is called an Intermission. In cases of Intermissions as detailed below, fees will not be payable throughout the period of an intermission.

Intermission type	Fee payable to Supplier
Cancelled on arrival	50% allowance
Inset days	no allowance
Pre-Planned closure/non-running	no allowance
Destination Emergency closure	1 st day 50%, day 2 onwards no allowance
24 hours’ notice provided	no allowance

Suspensions

The Council reserves the right to suspend a Service Provider from the DPS supply base, for reasons such as, but not limited to;

- Non-compliance with safeguarding
- Licences and documentation out of date
- Quality score below required level/5 minor non-conformance/1 major non-conformance default notices issues (Suspension for 90 days)
- Continuation of existing routes as agreed as part of default corrective action/performance improvement plan

A Suspension means that a Service Provider will not receive new Requirements distributed by the Council. The Council may in its absolute discretion end any other Service Agreements with a supplier in the event that any of the matters above or similar arise with regard to that supplier.

Provider suspensions will be lifted once issues identified have been rectified to the acceptance of the Council as detailed in the Service Specification.

Service Providers may also choose a voluntary suspension of delivery while addressing concerns, in partnership with the Council. This voluntary suspension and the subsequent length of this suspension will need to be agreed by the Council.

Exclusion from the DPS

The Council may in its absolute discretion exclude a supplier from the DPS if any of the following occur:

- Where there is proof of breach of any safeguarding requirements by a supplier;
- if a supplier is found to have engaged in conduct of price fixing, or enters into any agreement with any other person that such other person shall refrain from submitting a submission or shall limit or restrict the prices to be shown by any other supplier in its submission;
- if a supplier in connection with the award of any contract under the DPS commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972
- if the supplier has directly or indirectly canvassed or attempted to canvass any member or official of the Council concerning award of any contract under the DPS;
- If a supplier persistently performs the services poorly

Service Receipting and Self-Billing

Once a Service Agreement has been entered into and the service has commenced, as a Service Provider, you will be required to submit weekly bills (Service Receipts) through SProc.Net. The Service Receipts are a record of the service delivered and will be used by the Council to pay you, against Self-Bills generated from approved Service Receipts. Service Receipts should be submitted on a Monday and Tuesday to be included in that week's invoice run. Please refer to the *adam* training user guides for full guidance on the process for Service Receipting.

Communication

Service Provider Relationship Management module

The Council will be using the Supplier Relationship Management (SRM) module within SProc.Net to communicate with Service Providers. The SRM module will allow the Service Providers to communicate directly with Borough officers in an open and transparent manner. Further information can be found in the System User Guide on SProc.Net in the 'Help' section.

Feedback and Complaints

If you wish to request any feedback or to lodge a complaint, please contact the Council via email to BITU@bexley.gov.uk

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**.

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

Enrolment – this is the second step of the selection process that a Supplier needs to complete in order to join the DPS. It involves submitting further information based on which enables the Council to evaluate 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 retain their Accreditation and Enrolment on the DPS.

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 London Borough of Bexley on the DPS or review your Offer.

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 procurements must be carried out.

Requirement – a request issued by the Council on the DPS, describing the specific Services for which the Council is seeking to award a Service Agreement.

Self-Billing Procedure – arrangements you sign up to as part of the Supplier Agreement in order for *adam* to generate invoices billing London Borough of Bexley on your behalf.

Service Agreement – this is the contract to deliver a Requirement issued by London Borough of Bexley accepting your Offer and confirming agreement on what Services are going to be delivered and at what price.

Service Category – Adult Social Care & Health or Children's Services as specified in each Requirement.

Service Receipt – this is a weekly electronic record submitted via the DPS to confirm the services you have delivered in the specified week. This replaces invoicing the Council for services delivered.

Services – these are the Travel and Transport Services that the Service Provider will provide in accordance with the Contract.

Specification – the outline description of the Services London Borough of Bexley may require from time to time via the DPS.

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

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