

Dynamic Purchasing System
Operational Guide
London Borough of Islington
Public Realm
September 2020

adam

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DPS Operational Guide

The London Borough of Islington (the "Council") is working with *adam* to introduce a web-based system, *adam Procure*, to manage the Council's Dynamic Purchasing System (DPS). The Council will use this system for the procurement of services within the Public Realm department, as and when required, over the lifespan of the DPS contract which will be in place for 2 years (2020 – 2022), with the possibility of three further extensions of 2 years each (until 2028). As a potential Supplier, this document will take you through what a DPS is and how the council will manage their commissioning and invoicing process using *adam Procure*.

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.

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 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 to the DPS.

When the Council needs to procure specific services within the Public Realm department, it will publish the Requirement via the DPS and invite bids from Suppliers admitted to the DPS in order to award a contract (called an Agreement) to provide the services.

How will the Council use *adam Procure*?

Requirements

When the Council requires a Service within the Public Realm department, they will create and distribute a Requirement to the supply base. A Requirement is the name used for a tender on *adam Procure*.

The requirement is automatically distributed to Suppliers that have signed up to the respective Service Category via *adam Procure*. 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 reserves the right to contact a single Supplier, or a specified selection of Suppliers.

A retrospective Requirement will be placed on *adam* Procure. Detailed below is a list of example exception situations, which is not exhaustive, in which this may occur:

- When services are required in an emergency outside of normal office hours
- When no Suppliers on the DPS are able to meet the needs of the particular requirement.

In these cases, a retrospective Requirement will be placed on *adam* Procure by the Council.

Open for Offers period

This period only applies when the Requirement has been distributed via the DPS. Suppliers can only submit an Offer during the 'Open for Offers' period. An Offer is the name used for a proposal submitted by a Supplier. The Council will stipulate the timescale of this period on the Requirement. Once this period ends, no further Offers can be submitted by the supply base.

To create an Offer, Suppliers will state whether or not they can meet the requirements ('Attributes') and submit a price ('Price'). Offers submitted will be evaluated on a combination of price (80%) vs. quality (20%).

Quality will be scored as a percentage out of 100 and will be determined based on previous works completed by the Supplier. When joining the DPS, all Suppliers will start with a Supplier Quality Score of 50%. If works aren't completed within the specified timeframe this can affect the quality score and there is potential for financial implications. All works will be scored following the completion of the works based on 5 measures; Health & Safety, Workmanship, Reliability, Administration, Communication. The scoring matrix for these 5 measures of quality can be found in the tables below:

Scoring Matrix for Health & Safety, Workmanship, Reliability			
Capability	Evidence Provided	Score	Remark
Supplier has been able to meet the needs of the Council.	Evidence is consistent, comprehensive, compelling, directly relevant in all aspects of the specification, highly credible and no remedial work required.	100	Absolute Confidence
	Evidence is sufficient, convincing, credible all aspect of the specification has been met and minor remedial work required.	80	Confidence
Supplier has mostly met the needs of the Council.	Evidence has minor gaps and has not fully met the specification, lacks credibility and some remedial work required.	60	Minor Concerns

Supplier has generally met the needs of the Council.	Evidence has moderate gaps and has not fully met the specification; work is unconvincing and lots of remedial required.	40	Moderate Concerns
Supplier has somewhat met the needs of the Council.	Evidence has major gaps and has not met any of the specification, is unconvincing, lacks credibility and major remedial work required.	20	Major Concerns
Supplier has not met of the Council.	No evidence that the specification has been followed, work has been left unfinished or works need to be completely re-done.	0	Not acceptable

Scoring Matrix for Administration and Communication

Capability	Evidence Provided	Score	Remark
Supplier has been able to meet the needs of the Council.	Council have strong evidence that all procedures have been followed/ All progress on site has been communicated effectively.	100	Absolute Confidence
	Council have appropriate evidence that all procedures have been followed/ progress on site has been communicated appropriately.	80	Confidence
Supplier has mostly met the needs of the Council.	Council have sufficient evidence that all procedures have been followed/ progress on site has been sufficiently communicated.	60	Minor Concerns
Supplier has generally met the needs of the Council.	Council have some evidence that all procedures have been followed/ some progress on site have been communicated effectively.	40	Moderate Concerns
Supplier has somewhat met the needs of the Council.	Council have little evidence that all procedures have been followed/ little progress on site have been communicated effectively.	20	Major Concerns
Supplier has not met of the Council.	Council have no evidence that all procedures have been followed/ No progress on site has been communicated effectively.	0	Not acceptable

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, you can revise your Offer in an effort to improve your ranking on one occasion. This means you will be able to submit a maximum 3 unique Offers per Requirement.

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 score which they have received.

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 and their responses will be published on 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.

The following policy must be adhered to for its use. 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

There must be nothing communicated through the messaging system which identifies either you as the Supplier or a member of the Council.

2. Prejudice

Nothing which betrays a bias for or against you as the Supplier 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 Supplier, 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 Suppliers in constructing their Offers must always be communicated through Requirement Messaging.

Client Review period

Following on from the Open for Offers period, the Council will evaluate the Offers. 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.

At the end of this review period, the Council will award the Public Realm Service contract for the Requirement to the top-ranked offer. The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- The works are no longer required.
- Supplier has not demonstrated a satisfactory understanding of the individual requirement need.
- Supplier circumstances change post award that would mean they no longer meet the minimum requirements e.g. expired certification where applicable.
- A recent complaint has been made against the Supplier or regarding recent works they have completed.

The Council reserves the right to amend the award criteria from time to time, subject to prior notification to Suppliers.

Agreements

This is relevant for all procurement via the DPS or through the DPS exceptions as listed above. If your Offer is successful, an Agreement will be created on *adam* Procure between you and the Council. The Council will inform all Suppliers of the outcome of Offers received via *adam* Procure following the end of the Client Review period, an Agreement will then be created from the successful offer.

Changes to Agreements

If a change needs to be made to an active Agreement, the Change Order function in the system will be used either by the Supplier or by Council. The Change Order policy below outlines what changes to an active Agreement can be requested and the impact of this change request.

Changing an Agreement

Where an impromptu change in the service is required, it is permissible to request a change with the Supplier. This change will be recorded in the system but does not constitute a material change and so the Agreement does not need to be redistributed to the supply base. For example, changes could include but are not limited to:

- Start and/or End date changes
- Changes to price dependant on change in works required.
- Changes in relevant legislation e.g. GDPR.

Ending an Agreement

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

- Supplier circumstances change that would mean they no longer meet the minimum requirements e.g. e.g. expired certification where applicable.
- Contract monitoring identifies other material breach/es of contract.
- A recent complaint has been made against the Supplier or regarding recent works they have completed.

All decisions will be made in consultation with all parties involved, prior to the ending of an Agreement.

As a Supplier, if a change to service is identified, this will need to be raised to the Council via the Messaging functionality on the Agreement.

Suspensions

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

- Any documents or certifications have expired.
- A recent complaint has been made against the Supplier or regarding recent works they have completed.

A Suspension means that a Supplier will not receive new Requirements distributed by the Council. A joint discussion between the Supplier and the Council (and other appropriate parties if required), will determine the impact, and any necessary action, in respect of the Supplier's other active Agreements.

Once suspended from bidding for new requirements, current Agreements will continue except in the case of a serious complaint/concern where the Supplier will have all contracts removed and the requirement will be retendered, at Council's discretion.

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

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

Receipting and Self-Billing

Once an Agreement has been created and the service has commenced, as a Supplier, you will

need to submit weekly / monthly bills (Receipts) through *adam* Procure. Receipts need to be submitted by Tuesday midnight in order to be included on the next payment run. Receipts are a record of the service delivered and will be used by the Council to pay you, compared against Self-Bills generated from approved Receipts. Please refer to the *adam* training User guides for the process on Receipting.

Communication

The Council will be using Supplier Relationship Management (SRM) within *adam* Procure to communicate with approved Suppliers. SRM allows the Suppliers to communicate directly with Council officers in an open and transparent manner. Further information can be found in the System User Guide on *adam* Procure in the 'Help' section.

For any queries regarding a job, please use the messaging function on the system. If your query is not resolved, please contact the council via the following email address:

publicrealm@islington.gov.uk

Next steps: how to join the DPS

Suppliers who wish to supply services to the Council will need to meet the Council's minimum entry criteria by applying online at www.adamprocure.co.uk. 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.

Glossary

Accreditation – 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 Supplier of **adam Procure**

adam Procure – An internet based technology platform through which the Council will be operating the DPS to procure Services (web link is www.adamprocure.co.uk).

Agreement – 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.

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

Enrolment – 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 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.

Offer – Your tender against a Requirement confirming that you can deliver the Services required.

Open for Offers Period – The period during which you can submit an Offer against a Requirement distributed by the Council on the DPS.

Price – Your proposed costs for carrying out a Requirement as contained in an Offer.

Public Contract Regulations – The Public Contract Regulations 2015, amended from time to time, that govern how public sector procurements must be carried out.

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

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 for *adam* to generate invoices billing the Council on your behalf so the Council can process payments.

Services – These are the Services that the Supplier 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 the Council may require from time to time via the DPS.

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