



London Borough of Lewisham

Dynamic Purchasing System (DPS)

Passenger Transport Services

Operational Guide

London Borough of Lewisham – DPS Operational Guide

London Borough of Lewisham 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 Passenger Transport Services for adults and children, as and when required, over the lifespan of the DPS contract. 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 SProc.Net.

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 set out in Regulation 34 of The Public Contract Regulations 2015 (as amended from time to time).

The use of a DPS to award such contracts ensures the end-to-end procurement process is competitive, fair and transparent. Suppliers 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 a fair and transparent process for all Service Suppliers. As a Supplier, you will benefit from access to all opportunities to provide services in their 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.

Unlike traditional Frameworks, that remain closed to other suppliers for the duration of the contract, a DPS is an 'open market' designed so new Service Suppliers join throughout the lifetime of the DPS contract.

How will the council use SProc.Net?

1. Requirements

When the Council require a Passenger Transport Service, they will create and distribute a Requirement to the supply base. A Requirement is the name used for a tender on SProc.Net.

The requirement is automatically distributed to Suppliers subscribed 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 offers an exception to the standard DPS process. In this situation, the Council reserve the right to contact a single Supplier, or a specified selection of Suppliers. A retrospective Requirement will be placed on SProc.Net. Detailed below is a list of example situations in which this may occur:

- Services procured out of core office hours (08:00 – 17:00hrs Mon-Fri)
- Services due to start within 6 hours
- Service User choice or need

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. 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 100% on price.

The Council may seek further clarification of submitted offers where the price submitted raises concern regarding the sustainability and level of the service that may be received if awarded. Where a supplier is unable to provide adequate evidence of the sustainability and ability to meet the minimum requirements of the service, the Council may award to a higher ranked offer, beginning with the next lowest ranking.

Where the support needs of the service user/s requires highly specialist support, the Council may decide not to award to the lowest ranked offer. This will only take place where exceptional circumstances exist and where clear evidence is provided that the lowest ranked offer is unable to meet the needs of the user/s.

During the Open for Offers period, you will have visibility of your overall ranking in the list. Of all available offers made for that requirement. Whilst the Open for Offers period is open, as a Supplier, you have the opportunity to revise the submitted price in an effort to improve the ranking of 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 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.

3. Client Review period

This period only applies via the DPS procurement route. Following 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 Service User.

At the end of this final period, the Council will award the Passenger Transport Service contract for the requirement to the top-ranked offer which represents the most economically advantageous. The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- If the price offered is abnormally low
- If the vehicle, driver or PA are not available
- If the offer does not meet the specific needs of the client
- If the supplier has current performance issues

The Council reserves its right to amend the award criteria from time to time, subject to prior notification to Suppliers, including the use of Service User feedback and historical Service Supplier performance data.

4. Service Agreements

This is relevant for all procurement routes. If your Offer is successful, a Service Agreement will be created on SProc.Net between you and the Council. The Council will aim to inform you of the outcome of your Offer via SProc.Net following the end of the Client Review period.

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 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 discretion of the Council.

- **Alterations to a Service Agreement**

Where an impromptu alteration in the service is required, it is permissible to request a change with the Service Supplier. This alteration 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, but not limited to:

- Start Date
- Price Per Trip
- Number of Trips
- Change of Schedule
- Change of Service User support needs
- PA changes

- **Ending a Service Agreement**

A change, when considered major, 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:

- Allegations of abuse and/or Safeguarding concerns
- Upheld complaints concerning Service Supplier competence
- Significant alterations in duration of support required

All decisions will be made in consultation with all parties involved, prior to the ending of a Service 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 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 contract needs to be placed into an ‘on hold’ status on the system. This is called an Intermission. In cases of Intermissions as detailed below, the fees will not be payable throughout the period of an intermission.

- During the school holiday periods
- During long term periods “on hold” pending a restart with the same firm and driver
- If the service is not provided to the client due to sickness or holiday

- If a service with a single passenger is cancelled with notice

In exceptional cases, the Council reserve the right to pay partial fees if appropriate and agreed with the Supplier.

Suspensions

The Council reserve the right to suspend a supplier from the entire DPS supply base, a specific Service Category, or a specific requirement within a Service Category, for reasons such as, but not limited to;

- Non-compliance with safeguarding
- Out of Date Licences and Documentation
- Poor delivery of service
- Quality Concerns

A Suspension means that a supplier will not receive new Requirements distributed by the Council for the Service Category/Categories or requirements that they have been suspended from. A joint discussion between the Supplier and the Council (and other appropriate parties), will determine the impact, and any necessary action, in respect of the Supplier's other active Service Agreements.

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

5. Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Supplier, 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. *adam* will act as a payment service provider on behalf of the Council. Please refer to the *adam* training user guides for the process on Service Receipting.

You will be expected to service receipt weekly (no later than Tuesday night) to ensure prompt payment.

6. Communication

Supplier Relationship Management module

The Council will be using the Supplier Relationship Management (SRM) module within SProc.Net to communicate with approved suppliers. The SRM module will allow 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 SProc.Net (post Go-Live).

Feedback and Complaints

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

Next steps: how to join the DPS

Suppliers who wish to supply services to London Borough of Lewisham 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.

Glossary

Accreditation – this is the first step that a Supplier is required to complete when joining the supply base, it is a series of objective questions and document uploads.

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

Enrolment – this is the second step a Supplier needs to complete to join the supply base, it is a subjective evaluation of the quality of each location within your organisation.

Intermission – a “hold” on the delivery of a service whilst the Service Agreement remains in force.

Open for Offers – timeframe in which you are able submit an Offer against the Council Requirement.

Offer – your submission against a Requirement to state what you are able to deliver and at what price.

Public Contract Regulations – the regulations within which the DPS and all public sector procurement must operate.

Requirements – the opportunities that are being tendered by the Council.

Service Agreement – this is the contract to deliver services, binding the Requirement and Offer to agree what service is going to be delivered and at what price.

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

SProc.Net – this is internet based technology platform through which the Council will be procuring services (web link is www.sproc.net).

Supplier Agreement – this is the overarching contract between the Council and a Supplier. A Supplier will need to agree to this document at the Accreditation stage.