



London Borough of Newham

Dynamic Purchasing System

Services for Children and Young People with SEND

Operational Guide

adam

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London Borough of Newham (LBN) - DPS Operational Guide

The London Borough of Newham (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 Services for Children and Young People with SEND, as and when required, over the lifespan of the DPS contract which will be in place for 2 years and could be extended by a further 1 year. As a potential 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.

A DPS operates differently to a traditional contract/framework in that it is an ‘open market’ product allowing Providers to apply to join at any time and designed to provide the Council access to a pool of Providers or supply base which can be constantly refreshed. Interested Providers will have to apply to be admitted to the DPS.

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

How will the Council use SProc.Net?

Requirements:

When the Council requires a SEND 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 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 reserves the right to contact a single Provider, or a specified selection of Providers. A retrospective Requirement will be placed on SProc.Net. 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 providers on the DPS are able to meet the needs of the particular requirement.

In these cases, a retrospective Requirement will be placed on SProc.Net by the Council.

Open for Offers period

This period only applies when the Requirement has been distributed via the DPS. Providers can only submit an Offer during the 'Open for Offers' period. An Offer is the name used for a proposal submitted by a Provider. 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, Providers will state whether or not they can meet the requirements ('Features'), how much experience you have to meet the needs of the individual ('Capabilities'), how they intend to deliver against the Individual Care Plan ('Outcome Questions') and submit a price ('Price').

Offers submitted will be evaluated on a split between Price and Quality. The price you submit will contribute to 35% of your overall score whereas quality will be 65%. The Quality elements that contribute to your overall score are made up of the following items:

- Capabilities
- Outcome Questions
- Service User Feedback
- Quartley Reviews
- Enrolment Score (which will be based on your CQC or OFSted rating) *

* If you are not CQC or OFSted rated then you will automatically receive 50% of the Enrolment score for your onboarding quality element.

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 of 2 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 Providers 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 Provider through miscommunication or malicious practice:

- 1. Identification**

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

- 2. Prejudice**

Nothing which betrays a bias for or against you as the 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 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 Providers 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 Service User.

At the end of this review period, the Council will award the SEND 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:

- Package is no longer required.
- Provider has not demonstrated a satisfactory understanding of the individual requirement need.
- Provider circumstances change post award that would mean they no longer meet the minimum requirements e.g. loss of registration where applicable.
- Matters relating to safeguarding processes and procedures.

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

Service Agreements

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

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 either by the Provider or by Council. The Change Order policy below outlines what changes to an active Service Agreement can be requested and the impact of this change request.

Changing a Service Agreement

Where an impromptu change in the service is required, it is permissible to request a change with the Provider. This change 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, changes could include but are not limited to:

- Start and/or End date changes
- Individual change in circumstances of service user and/or their family.
- Individual change in need following annual review.
- Changes in relevant legislation e.g. GDPR.

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:

- Certain matters relating to safeguarding processes and procedures.
- Provider circumstances change that would mean they no longer meet the minimum requirements e.g. loss of registration where applicable.
- Contract monitoring identifies other material breach/es of contract.
- Provider serves termination notice.

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

As a Provider, 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, fees will not be payable throughout the period of an intermission.

Suspensions

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

- Non-compliance with Safeguarding requirements.
- Other matters related to safeguarding e.g. during certain investigative processes.
- Non-compliance with monitoring requirements.
- Financial irregularities.

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

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

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

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

Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Provider, you will need to submit weekly / monthly bills (Service Receipts) through SProc.Net. Service Receipts need to be submitted by Tuesday midnight in order to be included on the next payment run. Service 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 Service Receipts. *adam* will act as payment agent on behalf of the Council. Please refer to the *adam* training User guides for the process on Service Receipting.

Communication

Provider Relationship Management module

The Council will be using Provider Relationship Management (SRM) within SProc.Net to communicate with approved Providers. SRM allows the Providers 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 in the 'Help' section.

Complaints

If you wish to lodge a complaint, please contact the Council via the web address below:
https://newham-self.achieveservice.com/service/Make_complaint_comment_or_compliment

Next steps: how to join the DPS

Providers who wish to supply services to the Council 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 – The first part of the second step (selection) of the process that a Provider 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 the Council's payment services provider.

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

Enrolment – The second part of the second step (selection) of the process that a Provider 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 Provider 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.

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 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.

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 Provider Agreement.

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

Service 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.

Service 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.

Services – These are the Services that the Provider will provide where required by the Council from time to time in accordance with the Provider 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.

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

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