



Doncaster Council

Operational Guide

Passenger Transport Services

June 2022

adam

Dynamic Purchasing System Operational Guide

Doncaster 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 Passenger Transport Services, as and when required, over the lifespan of the DPS contract (expected to run until September 2026).

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 public sector bodies 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.

How will the Council use SProc.Net?

Requirements

When the Council require a Passenger Transport Route, 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 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.

When distributing Requirements, the Council will not be distributing these via any distribution group or post code radius, this means anyone that is signed up to the DPS will have a fair and equal opportunity to place an offer on the Requirement.

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. Detailed below is a list of example exception situations in which this may occur:

- When services are required in an emergency.
- When continuity of service is required.

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 the supply base.

To create an Offer, Service Providers will state whether or not they can meet the requirements ('Attributes') and submit a price ('Price'). 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 Service Provider, you have the opportunity to revise your price down 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 price.

Rollback

In the event that no Offers have been received, the Council has the ability to 'roll back' a Requirement (and offer it back to the Service Providers) once it has passed the Open for Offers period. This process will be used as and when the Council wish to recirculate the Requirement to Service Providers.

In the event a Requirement is rolled back, all Service Providers enrolled since the original distribution date will have visibility and opportunity to respond to the Requirement.

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.

The evaluation of the Offers shall be conducted based on the price that has been submitted, in accordance with the evaluation criteria. An initial examination will be made to establish the completeness of submitted Offers and clarification will be sought if there are any potential errors. The Council reserves the right to disqualify any Offer submission which is incomplete. A Service Provider will not be awarded a contract ("Service Agreement") until the Council is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Council before the award of the Service Agreement can take place.

At the end of this review period, the Council will award the Passenger Transport Services Service Agreement for the Requirement to the top-ranked offer which meets the full requirement of the route. The Council reserves the right at any time to not award a Service Agreement in respect of any Requirement.

The Council is not obliged to select the Offer with the lowest price. The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- Package is no longer required.
- If the Supplier is unable to meet the full requirement of the route
- If the Supplier has been suspended since the Requirement was placed
- If the vehicle, driver or PA are not available
- The price is too high or unsustainably low

Service Agreements

If your Offer is successful, a Service Agreement will be created on SProc.Net 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 Open for Offers 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 the Council. The Change Order policy below outlines what changes to an active Service Agreement can be requested:

Changing a Service Agreement

Where an alteration in the service is required, it is permissible to request a change with the Provider/Council. 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 Date/ End date
- Price Per Trip
- Number of Trips
- Change of Schedule
- Personal Assistant changes
- Mileage
- Number of Passengers

Where an alteration is not agreed with the original provider, the Council reserves the right to redistribute the Route to the supply base.

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.
- Provider serves termination notice.
- Upheld complaints concerning the Service Provider 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 Service 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. Fees will not be payable throughout the period of an intermission other than as stated within the Contract. Below is a list of examples of circumstances in which an intermission maybe applied:

- If the service is not provided to the Service User due to sickness or holiday.
- During the school holiday periods.

- During long term periods “on hold” pending a restart with the same Service Provider and driver.

Service Receiving and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Provider, you will need to submit weekly “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.

If you have multiple Service Agreements with the council and no amendments are required on the Service Receipt, the option within the system will allow you to bulk receipt. This will take the committed cost on the Service Agreement and send it to the council for payment. This option can save you time if there are multiple receipts you need to raise on a weekly basis.

Communication

Provider Relationship Management module

The Council will be using Provider Relationship Management (SRM) within SProc.Net 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 SProc.Net in the ‘Help’ section.

Complaints

If you wish to lodge a complaint, please contact the Council via the web address below:
transport@doncaster.gov.uk

Next steps: how to join the DPS

Providers who wish to supply Passenger Transport services to Doncaster Council will need to meet the 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 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.

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 they are 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.

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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 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.