

DPS Entry and Operation Guide Part 2 – Requirements Process and DPS Management

Please note that the Glossary of terms set out in the DPS Entry and Operation Guide Part 1 applies equally in relation to this DPS Entry and Operation Guide Part 2.

By submitting an Entry Submission to join the DPS or an Offer bidding for the award of a contract to provide specific services, suppliers will be considered to have accepted these conditions set out in this DPS Entry and Operation Guide Part 2 (in addition to relevant conditions in the Supplier Agreement).

Once you have successfully enrolled to join Haringey Council's DPS, you will be able to offer to deliver Services as and when required by Haringey Council.

Save in certain exceptions explained in section 5.0 below, when Haringey Council requires Service, it will distribute a Requirement within the DPS to suppliers enrolled for the relevant Service Category.

Third Party Customers

The local authorities set out below shall also be permitted to award contracts under the DPS for the provision of services in its own geographical area upon entering an access agreement with Haringey Council.

- The following local authorities: London Borough of Barking & Dagenham, London Borough of Barnet, London Borough of Bexley, London Borough of Brent, London Borough of Bromley, London Borough of Camden, London Borough of Croydon, London Borough of Ealing, London Borough of Enfield, Royal Borough of Greenwich, London Borough of Hackney, London Borough of Hammersmith and Fulham, London Borough of Harrow, London Borough of Havering, London Borough of Hillingdon, London Borough of Hounslow, London Borough of Islington, Royal Borough of Kensington and Chelsea, Royal Borough of Kingston upon Thames, London Borough of Lambeth, City of London, London Borough of Lewisham, London Borough of Merton, London Borough of Newham, London Borough of Redbridge, London Borough of Richmond upon Thames, London Borough of Southwark, London Borough of Sutton, London Borough of Tower Hamlets, London Borough of Waltham Forest, London Borough of Wandsworth, London Borough of Westminster; and
- Any local authority in the following counties: Hertfordshire, Essex, Bedfordshire and Berkshire

In the event that any such other local authority intends to award a contract under the DPS, the provisions of this DPS Entry and Operation Guide Part 2 shall apply in relation to the award process of any Service Agreement (with any references to "Haringey Council" or "the Council" applying to the other local authority as appropriate).

1.0 Requirements

A Requirement is a request issued by Haringey Council in respect of the relevant Service Category from time to time via SProc.Net identifying specific Service which it requires. It provides an opportunity for suppliers registered for the relevant Service Category to submit Offers via SProc.Net bidding against the Requirement.

2.0 Open for Offers period

Once the Requirement has been distributed, suppliers can submit an Offer during the 'Open for Offers' period. An Offer is the name used for a tender submitted by a supplier. The Council will stipulate the timescale of the 'Open for Offers' period in the Requirement. Once this period ends, no further Offers can be submitted by suppliers.

To create an Offer, Suppliers will:

- i. state whether or not they can meet the "Features" in relation to the Requirement;
- ii. state whether or not they can meet the "Capabilities" (if applicable) in relation to the Requirement
- iii. submit Outcome Statements in relation to the Requirement; and
- iv. submit a pricing proposal ("Price") in relation to the Requirement.

"Features" are core criteria or "must haves" for the service user's needs. This criterion is a "pass or fail" hurdle which will filter out tenderers prior to evaluation and scoring of Price and Quality. Features are displayed as tick boxes on the system.

Offers will be evaluated on the basis of the most economically advantageous tender by applying the following evaluation criteria and weightings:

- Price 60%

- For Disability, Mental Health or Physical disability categories
Quality 40% (Capabilities 10% and Outcome Statements 30%).
- For Positive Behavioral Services
Quality 40% (Outcome Statements 40%)

The Council reserves its right to formulate more precisely the award criteria and weightings from time to time (for example through the introduction of sub-criteria) in respect of an individual Requirement and any such details shall be provided in SProc.Net.

Quality

“Capabilities”

These are preferable or “nice to have” skillsets that best meet the service user’s needs, for example, knowledge of a foreign language. These are displayed as drop-down options on the system and tenderers have to select the option(s) that apply to them. Tenderers will be automatically scored based on their selection.

Outcome Statements

The "Outcome Statements" are free-text questions which are related to an outcome and/or a choice. These are defined by the Council and require free-text responses from tenderers. The tenderer’s response to the Outcome Statements must demonstrate how they will meet the service user’s needs.

The responses will be scored during the Client Review Period using the below Evaluation Scoring Matrix.

Evaluation Scoring Matrix

Score	Criterion	Elemental Breakdown
0	Question not answered.	No answer or response given or provided to the Question or part of the Question. Inappropriate and irrelevant response.
1	Poor – Falls well short of meeting the requirements of the Question.	Only a minimal response made to the Question or part of the Question being the subject of the response. Fails to understand all of the requirements of the Question or part of the Question being the subject of the response.
2	Low Expectations - Meets some of the requirements of the Question.	Covers a few of the elements / points set out in the Question or part of the Question being the subject of the response. Does not however show a full understanding of the Question or part of the Question being the subject of the response.
3	Satisfactory - Largely meets the requirements of the Question.	Indicates a broad understanding of the Question or part of the Question being the subject of the response but does not cover all the points required by the Question.
4	Good – Meets all major requirements of the Question.	Meets most of the points set out in the Question or part of the Question being the subject of the response but is still a comprehensive response. Provides a robust answer showing how the Supplier will put theory into practice. Workable and practical methods/ proposals provided in the response.
5	Excellent – Meets and complies with all the requirements of the Question. No Reservations.	Fully complies with the Question or part of the Question being the subject of the response Response demonstrates that the Supplier has exceptional ability which shows clear potential to provide an exceptional service under the contract

Price

Suppliers are required to enter the proposed price for the Requirement. Details regarding how the price shall be established shall be detailed included in the Requirement. Price scores are then calculated by the system by comparing suppliers' prices using the following formula:

$$(\text{Best Price} \div \text{Bid Price}) \times (\text{Price Weighting})$$

Please note, to ensure best value, from time to time throughout the duration of the DPS the Council may introduce a maximum price payable in respect of any Requirement (a "**Price Ceiling**") and any such Price Ceiling shall be detailed in SProc.Net.

Award Criteria

The below table outlines the award criteria per Service Category.

Service Category	Criterion	Weighting
Supported Living Physical Disability Learning Disability Mental Health	Quality	40% - <i>Capabilities: 10%</i> - <i>Outcome Statements: 30%</i>
	Price	60%

Supported Living Positive Behavioural Services	Quality	40%
	Price	60%

Turnover requirement

Suppliers are only eligible to be awarded any Service Agreement where the estimated value of the Service Agreement is no more than 50% of the Supplier's annual turnover.

2.1 Open for Offers - 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, which are anonymous, and their responses will be published on SProc.Net alongside 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– please see the Requirement Messaging policy below.

Suppliers are encouraged to use the messaging function to request clarifications or seek further information regarding the services requested on the requirement.

The following policy must be adhered to by suppliers using the Requirement messaging tool. 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

Suppliers must not communicate anything through the messaging system which identifies either the supplier or a member of Haringey Council's staff.

2. Communications about other suppliers

Suppliers must not communicate anything through the messaging system which is intended to support or prejudice any other supplier.

3. Commercially Sensitive Information and Personal Data

Suppliers must not communicate through the Requirement Messaging system anything that is of a commercially sensitive nature or any personal data relating to a member of Haringey Council's staff or to any of its service users.

4. Off-system communications

Suppliers must channel all requests for information relating to Requirements through the requirement messaging system and must not engage in off- system communications for this purpose.

5. Clarification

Further details to support the Requirement and aid Suppliers in constructing their Offers must always be communicated through Requirement Messaging.

2.2 Client Review period

Following the Open for Offers period, the Council will evaluate the Offers submitted by all suppliers (this subsequent period is referred to as the "**Client Review Period**").

2.2.1 Supported Living, - Physical Disability, Learning Disability, or Mental Health

The evaluation of the Offers shall be conducted based on the most economically advantageous tender in accordance with the evaluation criteria, weightings and methodology described and established pursuant to section 2.0 above.

2.2.2 Supported Living – Positive Behaviour Services

Suppliers will be required to make an offer based on the pen profile supplied in the Requirement. The supplier will have the opportunity to review the pen profile of the service user and request any clarifications through the messaging function. The offers will be evaluated in accordance with evaluation criteria, weightings and methodology described above, but will also include input where possible from the family in the decision of the supplier.

Following this evaluation of the Offers, the Council will award the contract (in the form

of a Service Agreement) to the top-ranked Offer (provided that the Council reserves the right at any time to not award a contract in respect of any Requirement).

Haringey Council reserves the right to reject an Offer in the following (non- exhaustive) circumstances:

- If the Council deems the pricing proposals in the Offer appear to be ~~abnormally~~ low (please refer to clause 4.2 of the Supplier Agreement for more details);
- or If the Offer does not comply with any Price Ceiling;
- If the Offer does not address how outcomes will be achieved for the client;
- If the estimated value of the relevant Service Agreement is more than 50% of the Supplier's annual turnover.

3.0 Service Agreements

If your Offer is successful, you will be awarded a contract in the form of a Service Agreement. This is the contract between the supplier and Haringey Council for provision of the specific services detailed in the Requirement in respect of which your Offer was made.

Before Haringey Council awards a Service Agreement, it will need to follow its internal approval processes.

All the suppliers will then be notified whether they have been successful or not. All unsuccessful suppliers will be given the opportunity to review their Offer's score against the score for the winning Offer.

The Council shall decide in relation to each Service Agreement whether or not to conduct a voluntary 10-day standstill period. Where the Council decides to conduct such a standstill period, the Service Agreement will not be entered with the successful supplier nor will service delivery start until the end of this 10-day period.

Once the Council has notified the suppliers of the outcome of the tender process, and, where relevant, when any standstill period comes to an end, the successful supplier will then be notified that a Service Agreement has been created on the system. It will

need to confirm acceptance of the Service Agreement before this takes effect and becomes active. The Service Agreement will be entered electronically between the parties through SProc.Net.

Haringey Council will, before acceptance of the Service Agreement, ensure that the person agreeing the Service Agreement from the supplier has the authority and capacity to do so.

3.1 Changes to and termination/suspension of Service Agreements

The parties to any Service Agreement may agree changes to each such contract subject to the what is set out in the next two sub-paragraphs.

Where the overall price for changes that are proposed to the Requirement deliverable under a Service Agreement will go up by 10% or more over the price of the deliverables under the Service Agreement before the changes, the changes will be treated as significant changes to the Service Agreement. As a result, the Service Agreement may be terminated and the Requirement deliverable under it will have to be resubmitted to tendering.

Where changes are proposed to the Requirement deliverable under a Service Agreement but the changes do not affect the overall price of the Requirement, this will not be considered a significant change to the Service Agreement and will not involve a retender of the Requirement unless the Supplier is unable to accommodate the changes.

The Council also has the right to terminate and/or suspend any Service Agreement in certain circumstances such as performance default.

Suspensions

The Council reserves the right to suspend a Supplier from the DPS supply chain to the extent that this is consistent with the terms of the Supplier Agreement, for reasons such as, but not limited to:

- Safeguarding concerns
- Liquidation

- Failure to meet the terms of the service specification or entry guides
- An enrolled suppliers CQC rating falls below Good or Outstanding to Requirements Improvement or Poor.
- If a supplier changes location and holds a previous CQC score of Good or Outstanding, the decision to pass or fail this supplier will be at the discretion of the Council.
- Expired documentation or Policies
- Quality assurance spot checks.

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

Automatic suspension due to expired documentation or Policies:

Suppliers who have uploaded documents onto SProc.net with a mandatory expiry date will receive two prior notifications that the documents are due to expire, giving adequate time for suppliers to upload new documentation. Upon the final expiry date a third notification is given, failure to upload your documentation will result in automatic suspension from the DPS and you will no longer receive any further requirements.

Once documentation has been uploaded the revised documentation will be reviewed, once approved the suspension will be automatically removed then you receive further requirements.

3.2 Changes to the Supplier Agreement

The parties to the Supplier Agreement may agree change to the Supplier Agreement at any time during its existence. In addition, Haringey Council may unilaterally amend any part of the Supplier Agreement that relates to the process for awarding the Services Agreements.

4.0 Intermissions

Occasionally, there may be circumstances which the Council reasonably considers require an intermission in the delivery of the services. In such circumstances, the relevant Service Agreement(s) will be placed into an 'on hold' status on the system. In the event of an intermission, the relevant Supplier(s) will be notified of the likely duration of the intermission and the Supplier(s) shall not be entitled to any payment during the intermission. These circumstances and the revised fee percentages have been set out in the respective specifications.

5.0 Exception Policy

Haringey Council reserves the right to procure services outside of the normal DPS processes where the Council reasonably considers that an item or service is required with such a degree of urgency as to render impracticable the use of the normal DPS processes for awarding the Services Agreement. In these cases, a retrospective Requirement and Offer will be placed on SProc.Net by the Council.

Service procured out of core office hours (9am -5pm weekdays, weekends and formal holiday referrals (including the Christmas holidays)

- Continuity of service is required
- Package sourced as an emergency (to be re-distributed through the DPS after 14 days once needs have been fully assessed)
- Where the individual needs of the service user are such that there is only one known provider that can deliver the care package.

If this were to occur, it would require sign off by the Head of Service (Brokerage Team)

6.0 Termination and suspension of Supplier's participation in the DPS

The Council reserves the right to suspend and/or terminate a supplier's participation in the DPS in situations where there has been a change in the circumstances from the point in time that the supplier was admitted to the DPS and, as a result of the change in circumstances:

- (i) the supplier no longer meets the requirements of the Accreditation and/or

Enrolment for the DPS (as set out in the DPS Entry Guide Part 1).

- (ii) ground for exclusion under regulation 57 of the Public Contracts Regulations 2015 applies.

A suspension means that, for the duration of the suspension, a supplier will not receive new Requirements distributed by the Council and will not be permitted to submit any Offers.

For the avoidance of doubt, the decision as to whether to suspend or remove a supplier from the DPS shall be at the sole discretion of the Council. Any suspension shall continue for such period as the circumstances apply and the Council may decide (at its sole discretion) to terminate the Supplier's participation in the DPS at any point during the suspension.

6.1 Monitoring and Review

6.1.1 Annual Review – Financial Assessment

The Council reserves the right to re call all financial documents for assessment within two months of the date of a supplier's anniversary onto the DPS for review, in accordance with the financial methodology set out in Entry Guide Part 1.

As part of the evaluation a new credit check will be undertaken, it is therefore the responsibility of the supplier to check their credit report with Experian for any inaccuracies that can be rectified prior to the Council obtaining a copy of the report for evaluation.

In the event a supplier fails the financial assessment, a supplier will retain any existing Service Agreements. However, suppliers will be suspended from receiving any future requirements via the DPS until such time a further review is undertaken and the failed criteria has been met.

6.1.2 Insurances

Suppliers who have uploaded documents onto SProc.net with a mandatory expiry date i.e. insurances will receive two prior notifications that the documents are due to expire, giving adequate time for suppliers to upload new documentation. Upon the final expiry

date a third notification is given, failure to upload your documentation will result in automatic suspension from the DPS and you will no longer receive any further requirements.

Once documentation has been uploaded the revised documentation will be reviewed, once approved the suspension will be automatically removed.

7.0 Service Receipting and Self-Billing

Once you have an active Service Agreement, you will need to submit weekly bills (Service Receipts) through SProc.Net.

The Service Receipts are a record of the service delivered. Once they have been reviewed and approved, *adam* will use them to generate a Self-Billing Invoice to the Council through the DPS for the Services you have delivered and will then pay you directly on behalf of the Council on a weekly basis. Please refer to the *adam* training user guides for the process on Service Receipting.

In the event Suppliers are unable (having made reasonable endeavors to do so) to raise their weekly Service Receipt, a Supplier can go back in to SProc.Net to raise retrospective weekly Service Receipts for weeks of services delivered but not yet invoiced.

8.0 Communication

Supplier Relationship Management module

The Council will be using the Supplier Relationship Management (SRM) module within SProc.Net to communicate with suppliers admitted to the DPS. The SRM module will allow 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).

9.0 Feedback and Complaints

Suppliers wishing to request any feedback or to lodge a complaint about their participation in or the operation of the DPS should contact the Council via email to

DPS-Enquiries@haringey.gov.uk

10.0 Next steps: how to join the DPS

Suppliers need to join the DPS if they wish to provide the Services to Haringey Council. This can be done by successfully completing the Registration, Accreditation and Enrolment processes. Please refer to the DPS Entry Guide Part 1 for further guidance on how to do so.

The following guides are available in the Help Library online at www.sproc.net

System Overview Guide - 12-step overview

Accreditation & Enrolment Guide - Registration, Accreditation and Enrolment process, new users, locations and managing rejected items

#SA & #SR Management Guide - Reviewing Service Agreements, #SA messaging, #SR management, Sell-Bill process

Offer Management Guide - Reviewing #RQ's, #RQ messaging, creating and submitting Offers, #OF messaging & revising price

If you have any questions, please do not hesitate to contact:

DPS-Enquiries@haringey.gov.uk stating Supported Living Services DPS in the subject line

All questions and answers will be posted at <http://demand.sproc.net>

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 a responding to a series of objective questions and uploading documents.

Adam – *adam* HTT Limited trading as *adam* as the provider of **SProc.Net**, who will also act as Haringey Council's payment agent.

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

Enrolment – this is 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 makes a subjective evaluation of the capability

of your organisation to deliver services to the Council.

Entry Criteria – the criteria that a service provider must meet and maintain throughout the duration of the DPS in order to successfully complete and to retain their Accreditation and Enrolment in the DPS.

Entry Submission - the Accreditation and Enrolment information and documents which Haringey Council requires a supplier to submit via SProc.Net as part of the Accreditation and Enrolment process.

Experian UK – A credit checking service.

Evaluation Methodology - the methodology Haringey Council will use to evaluate Entry Submissions against the Council's Accreditation and Enrolment standards and to evaluate Offers to rank suppliers in the process of awarding a Service Agreement.

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

Offer – your tender against a Requirement confirming that you are able to deliver the Services required and at what price.

Open for Offers – the period during which you are able submit an Offer against a Requirement distributed by Haringey Council on the DPS.

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

Registration – this is the first step of the process that a Supplier is required to complete when joining the supply chain, it involves uploading onto the DPS certain basic information about the supplier's organisation.

Requirement – A request issued by the Council from time to time on the DPS describing the specific Services that the Council requires and for which it 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 Haringey Council on your behalf and to process payments to you on behalf of Haringey Council.

Service Agreement – this is the contract to deliver a Requirement issued by Haringey

Council accepting your Offer and confirming agreement on what Services are going to be delivered and at what price.

Service Category – a category of service, as described in section 1.0 of DPS Entry and Operation Guide Part 1 and in the Specification, in relation to which a supplier may be admitted to the DPS to provide Services.

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

Specification – The outline description of the Services Haringey Council may require from time to time via the DPS.

Services – These are the Supported Living services that the Service Provider will provide where required by the Council from time to time in accordance with the Supplier Agreement as more fully described in the Service Specification and further detailed by a Requirement.

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

Supplier Agreement – This is the overarching agreement between Haringey Council and a supplier setting out how Haringey Council will award Service Agreements via the DPS for the delivery of specific Services and the terms and conditions applicable to such Service Agreements.

Suspension – A process where the supplier's enrolment is suspended from receiving any new requirements and all current offers are cancelled.