



Suffolk County Council
Passenger Transport Services
Operational Guide
July 2021

adam

Contents

DPS Operational Guide	2
What is a Dynamic Procurement System (DPS)?	Error! Bookmark not defined.
How will the Council use SProc.Net?	2
Requirements.....	Error! Bookmark not defined.
Open for Offers period.....	Error! Bookmark not defined.
Requirement Messaging Tool	Error! Bookmark not defined.
Client Review period	Error! Bookmark not defined.
Service Agreements	2
Changes to Service Agreements	2
Changing a Service Agreement	3
Ending a Service Agreement	3
Intermissions.....	4
Suspensions	4
Service Receipting and Self-Billing.....	5
Communication.....	5
Provider Relationship Management module.....	5
Complaints	5
Next steps: how to join the DPS	5

Operational Guide

The (the "Council") is working with *adam* to introduce a web-based system, SProc.Net, to manage the Council's Passenger Transport Contracts for all their transport needs. The Council will continue to award contracts through Suffolk Sourcing and once the contract has been awarded it will be transferred and managed through SProc.Net. Any potential Suppliers, will have to be onboarded to both Suffolk Sourcing and SProc.Net to be able to win packages and receive payment for these packages.

How will the Council use SProc.Net?

Awarding Contracts

The council will be continuing to use the current procurement method for routes in Suffolk Sourcing. To be consider joining the DPS you should apply to the council via this method. The Council will send out routes to the market through out the year, this will either be adhoc routes or a continue route due to a change in need or another Supplier unable to continue with the route. If you are successful in being awarded the route you will be notified by Suffolk Sourcing and then receive a notification from SProc.Net.

Service Agreements

When the council has award a contract they will create a Service Agreement within SProc.Net. Within the system they will provide you will all the information you need to complete the route. The Service Agreement will tell you the pickup, drop off locations description on the need of the child and if the route has a Passenger Assistant on the route.

This Service Agreement is your electronic contract with the council. Within this contract the council will inform you of any changes to the route. Where you will raise receipts for work being completed. The system allows a two way process and also allows you as the Supplier to request changes to a contract.

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 Supplier 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 Supplier. 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.
- Pick up or Drop off location changes
- Changes to cost
- 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 need for service within Suffolk Sourcing that is distributed to the supply base. Examples of a major change are, but are not limited to:

- Certain matters relating to safeguarding processes and procedures.
- Supplier 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.
- Supplier serves termination notice.

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 or by phoning the transport team.

Intermissions

Occasionally, there may be an event which “interrupts” the delivery of the service. 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.

Examples of these breaks in service are:

- Inset days
- Half Term
- School Holiday
- Bank Holidays

Please note this is not an extensive list and there may be other instances where an intermission is required.

Suspensions

The Council reserve the right to suspend a Supplier from the 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 Supplier will not receive new routes 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 Service Agreements.

Once suspended from bidding for new routes, current Service Agreements will continue except in the case of a serious complaint/concern where the Supplier will have all routes removed and they 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.

Service Receipting and Self-Billing

Once a Service Agreement has been created and the service has commenced, as a Supplier, you will need to submit weekly 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. The council will continue to pay Suppliers through their current payment system, however they will extract the data you submit into SProc.Net if correct and the figures submitted are accurate to the route running.

If you are found to have submitted incorrect information to the council about the service being delivered on a day when it was not required. The council will complete a clawback on the Service Receipt. This means that the funds will be taken from a future payment you are due to receive from 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 Supplier Relationship Management (SRM) within SProc.Net to communicate with all Suppliers. SRM allows the Supplier 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:

Next steps: how to join SProc.Net

Suppliers who already provide services for the council should head over to www.SProc.Net and complete their registration, Accreditation and Enrolment to the system for the council. For more information on the steps involved please see the Suffolk County Council, Application Guide that is stored on demand.sproc.net.

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.