



Operational Guide

London Borough of Waltham Forest & Redbridge

**Specialist Professional Services
Dynamic Purchasing System (DPS)**

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Introduction

London Borough of Waltham Forest & Redbridge Councils (“the Councils”) are working with Adam to introduce a web-based system, AdamProcure.co.uk, to manage the Council’s Dynamic Purchasing System (DPS). The Councils will use this system for the procurement of Specialist Professional Services, as and when required, over the lifespan of the DPS contract (expected to run until 31.03.2020). As a potential Supplier, this document will take you through what a DPS is and how the Councils will manage their commissioning and invoicing process using AdamProcure.co.uk.

Specialist Professional Services refers to:

- **Business Strategy & Transformation**
- **Governance & Policy**
- **Finance & Audit**
- **Procurement & Sourcing**
- **Human Resources & Organisational Development**
- **Legal Services**
- **Information & Communication Technologies**
- **Project & Programme Management**
- **Social Care: Adults & Children**
- **Education**
- **Health & Wellbeing**
- **Environmental & Waste**
- **Sustainability & Regeneration**
- **Leisure, Culture & Heritage**
- **Highways, Transport & Infrastructure**
- **Community & Engagement**
- **Marketing, Media, Advertising & Research**
- **Property, Asset & Facilities Management**
- **Housing**
- **Construction & Capital Projects**

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 AdamProcure.co.uk 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 Councils use AdamProcure.co.uk?

1. Requirements

When the Councils require a Specialist Professional Service, they will create and distribute a Requirement to the supply base. A Requirement is the name used for a tender on AdamProcure.co.uk.

The requirement is automatically distributed to Suppliers subscribed to the respective Service Category via AdamProcure.co.uk. 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.

It is mandated that the DPS will be used for all Specialist Professional Services requirements. However, when exceptions occur internal Contract Procedure Rules / Contract Standing Orders will be adhered to. In these cases, a retrospective Requirement may be placed on AdamProcure.co.uk by the Council.

2. Open for Offers period

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'). On each Offer, there is a weighted split of 60% Price and 40% Quality.

- **Price – 60%**

Price is weighted to represent 60% of the supplier's total score. Suppliers are required to enter the cost of the Requirement.

- **Quality – 40%**

Quality is weighted to represent 40% of the supplier's total score. The Council reserves the right to formulate precise quality award criteria in respect of an individual requirement.

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 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 so far.

3. 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

4. Client Review Period

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 Requirement.

The Total Score is generated by the system based on the combined final Cost and Quality weighted scores. These scores are then used to rank all Offers in descending order (i.e. the highest score achieves rank 1 and so on).

The Council will use the following scoring methodology when reviewing Quality weighted responses:

Score	Description
4	Response / answer / solution is of a high standard with no reservations at all about acceptability; provides evidence that the Provider can make a significant improvement to the way the service is delivered.
3	Good response / answer / solution to that aspect of our requirement; provides more evidence than that of an 'acceptable' response.
2	Acceptable response / answer / solution; all basic requirements are met; provides evidence given of skill / knowledge sought
1	Less than acceptable response / answer / solution; lacks convincing evidence of skills / experience sought; lack of real understanding of requirement or evidence of ability to deliver.
0	Non-compliant – failed to address the question / issue or a detrimental response / answer / solution; limited or poor evidence of skill / knowledge sought.

At the end of this final period, the Council will award the Specialist Professional Service contract for the requirement to the top-ranked offer which represents the most economically advantageous tender: a combination of both price and quality. There are no guarantees that the cheapest offer, or the offer with the highest quality score will win; it is based on a combination of both quality and price. The Council reserve the right to reject Offers should they be deemed inappropriate. For example, but not limited to:

- Unaffordable price
- Timelines for delivery cannot be met
- Supplier cannot work to payment on milestone delivery terms

The Council reserves its right to amend the award criteria from time to time, subject to prior notification to suppliers, including the use of historical Supplier Performance Data.

5. Agreements

If your Offer is successful, a Agreement will be created on AdamProcure.co.uk between you and the Council. The Council will aim to inform you of the outcome of your Offer via AdamProcure.co.uk following the end of the Client Review period.

6. Changes to Agreements

If a change needs to be made to an active Agreement, the Change Order function in the system will be used by Council. The Change Order policy below outlines what changes to an active Agreement can be requested, and what constitutes a material change resulting in the active Agreement ending and a new requirement being distributed to the supply base. Changes are at the discretion of the Council.

- Alterations to a 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 Agreement does not need to be redistributed to the supply base. For example, but not limited to:

- Project Timelines
- Specific project activities
 - Identified as required, in addition to the original brief, yet within scope of the project

- Ending a Agreement

A change, when considered major, may result in the Agreement ending. The Council reserve the right to end the active Agreement and create a new Requirement to distribute to the supply base. Examples of a major change are, but are not limited to:

- Consistent failure to deliver projects, as captured by the Provider Quality Score

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

7. Suspensions

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

- If any of the Pass/Fail SSQ information provided at enrolment, changes
- Consistent failure to deliver projects, as captured by the Provider Quality Score

A Suspension means that a supplier will not receive new Requirements distributed by the Council. 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 Agreements.

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

8. Receipting

Once a Agreement has been created and the service has commenced, as a Supplier, you will be required to submit Receipts through AdamProcure.co.uk. The Receipts are a record that a Project Milestone has been completed, and will be used by the Council to pay you. adam will act as payment on behalf of the council. Please refer to the adam training user guides for the process on Receipting.

9. Communication

Supplier Relationship Management module

The Council will be using the Supplier Relationship Management (SRM) module within AdamProcure.co.uk 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 AdamProcure.co.uk (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 procurement@psprocure.co.uk

Next Steps: how to join the DPS

Suppliers who wish to supply services to the Council will need to meet the Council's minimum entry criteria by applying online at www.adamProcure.co.uk. 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 part of the second step (selection) of the process that a Supplier 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 AdamProcure.co.uk, who will also act as the Council's payment services provider.

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 evaluates the capability of your organisation to deliver Services to the Council.

Entry Criteria – the selection criteria that a supplier 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.

Entry Submission - the Accreditation and Enrolment information and documents which the Councils requires a supplier to submit via AdamProcure.co.uk as part of the Accreditation and Enrolment process.

Offer – your tender against a Requirement confirming that you are able to deliver the Services required and your Price for doing so.

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

Price - the Supplier's proposed costs for carrying out a Requirement as contained in an Offer

Public Contract Regulations – the Public Contract Regulations 2015, and as amended from time to time, that govern how public sector 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 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 Supplier Agreement.

Self-Billing Procedure – arrangements you sign up to as part of the Supplier Agreement in order for adam to generate invoices billing the Council on your behalf and to process payments to you on behalf of the Council.

Agreement – this is 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 Category – a category of service, listed in the Introduction, Supplier Agreement and the Specification, in relation to which type of supplier may be admitted to the DPS to provide Services.

Receipt – an electronic record submitted via the DPS to confirm a Milestone is complete and payment is requirement. This is instead of sending the Council a paper invoice.

Services – these are the Specialist Professional 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 Specification and further detailed by a Requirement.

Specification – the outline description of the Services the Councils may require from time to time via the DPS.

AdamProcure.co.uk – this is an internet based technology platform through which the Council will be operating the DPS to procure Services (web link is www.adamProcure.co.uk).

Supplier Agreement – this is the overarching agreement between the Council and a supplier setting out how the Council will award Agreements via the DPS and the terms and conditions applicable to such Agreements.