

SEAS Market Engagement Q&A

| | Question | Answer |
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| 1 | Will the Council be allocating the funding to different service elements or will this be for the lead provider and partners to do? | The Council will give an indicative allocation for each service element based on current spend. The lead provider and partners can choose to allocate differently but would need to provide reassurance that all aspects of the services could be delivered under the revised allocations. This would be finalised at the final tender stage although can be discussed at the dialogue stage as well. |
| 2 | Will there be any funding specifically for the Lead Provider functions or will this need to come from the service delivery elements? | It is expected that there will be funding for the Lead Provider functions and this will not be taken from the service delivery elements. |
| 3 | Will inflationary cost pressures and uplifts be included in the contract? | Yes, given the long contract length there will be opportunities for cost pressure reviews and uplifts. The details will be included in the tender documents. |
| 4 | Our preferred delivery model is to establish a new organisation to hold the contract, probably a Community Interest Company (CIC). However, this will not be accomplished by the initial selection stage, therefore one member of our partnership will lead on this stage, and the tender stage. If successful, will we be able to novate the contract, once awarded, to the new delivery CIC? | The intention of the Council is to ensure that if the Bidding Organisation states their intention to do this, and the resulting organisation and its constituent parts meet the same technical and financial requirements of the pre-existing entity, then the contractual mechanisms will be available to facilitate this. This is in further consultation and updates will be provided if further information becomes available. |
| 5 | How much autonomy will the lead provider have to make decisions about service delivery, such as removing a partner organisation and taking on delivery themselves? | This isn't something we expect the lead provider to have the autonomy to do. Decisions around changing the provider for a specific service element can only be made with the Council's assent and have clear reasoning. |
| 6 | What responsibility would the lead provider have if one of the service delivery partners fails? | The lead provider would be responsible for maintaining an up to date assessment of quality/financial/other risks for each partner and supporting them to address these as proactively as possible. If the partner were to fail then the lead provider and commissioner would work together to identify potential alternative providers. Notice could be given on a service element if there was no alternative but this would be a last resort and in agreement with the Council. |

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| 7 | How will the contract terms and conditions be set up to be able to respond to changes in needs/statutory requirements or other unforeseen changes during the contract lifetime? | There will be clauses in the service specification and/or terms and conditions to address these types of change. The contract is being designed to offer flexibility to adapt over the lifetime and there will be accommodation within the maximum contract value to account for potential changes and additional services (e.g. potentially through Local Government Reorganisation). |
| 8 | At the Conditions of Participation stage, do lead provider and partners need to be established? | At the Conditions of Participation stage, the lead provider and partners do not need to be formally constituted as a partnership or alliance, but assurance will need to be provided that they are all signed up to the lead provider and intend to become constituted if successfully awarded the contract. The lead provider and partners would need to be named at the Conditions of Participation stage to provide assurance that they are able to deliver the service. |