Clarifications Log

Project title: Shared Lives

Please note: The Council's position relating to the TUPE regulations and the Disclaimers on any TUPE information passed on by the Council. In particular please see in the ITT document 1, Section 2, paragraphs:

1.24. Tenderers are advised to form their own view on whether TUPE Regulations applies, obtaining their own legal advice as necessary.

1.25. To assist in this process the Council has gathered workforce details from the present contractors. This information shall be supplied to you on the basis that you treat it as strictly confidential. This information can be found in Document 7, Appendix 7

1.31. The Council does not accept any responsibility or liability for the information contained in the Instructions to Tenderers or for its fairness, accuracy, adequacy or completeness, and no warranty, express or implied, is given. Nor shall the Council be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication. Only the express terms of any written contract relating to the subject matter of the Instructions to Tenderers, as and when it is executed, shall have any contractual effect in connection with the matters to which it relates.

1.33. Any persons considering making a decision to enter into contractual relationships with the Council should make their own investigations and their own independent assessment of the role of Contractor and should seek their own professional financial, legal and other advice. etc.

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| **No** | **Clarification question** | **Response** |
| **1** | Could you confirm that the year 1 guaranteed management fee applies to Respite and sessional support or not please? | It is based on 40 live in arrangement. The calculation has been provided in the ITT: Section 3c, paragraph 7. |
| **2** | The service specification states that management fees will be payable from year 1 to year 5 but in the terms and conditions the contract length is stated as 3 years with possible 1 year extension. | It is a 3 +1+1. The T's and C's will be amended to reflect this. |
| **3** | The specification mentions there are currently a number of providers delivering this service, however TUPE information has only been provided for one company. Please could you confirm how many providers are currently delivering the service and why TUPE does not apply to the other providers? | There are two Providers on a Framework. All placements are with one – ASA. Therefore all of the placements are delivered by the provider which has submitted TUPE information |
| **4** | Please could you confirm how many placements are being delivered by the provider for which TUPE information has been provided? | The most up-to-date figures for Live in arrangements (long term) are:  Learning Disability: 33  Older person:1  Mental Health: 4  There are currently no day care or short break arrangements through the Councils Shared Lives Contract. |
| **5** | Please could you provide a breakdown of the number of individuals receiving support in each fee band | The current contract has one flat rate paid by the Council, however going forward there will be three bands. A preliminary assessment done internally by their social care practitioners on current LD live in service users, provides the following :  Band 1 : 7; Band 2: 9; Band 3: 17; (all LD); The rest is made up of 1 OP and 4 MH for which no assessment has been done based on the new bandings |
| **6** | Please could you confirm the number of short breaks nights and day sessions provided during the last financial year for this service? | There are currently no directly commissioned short breaks or day care services provided under this contract. However these are accessed by individuals receiving Direct Payments |
| **7** | Are the fee levels for carers given in the specification different to those currently paid? | Yes in that previously the Council had not set the fee levels for the carers. |
| **8** | Number 54 of the service specification states that sessional support hours are 4 hours (half a day) or 8 hours (full day) but in number 9.2.2 support hours are stated as 3.5 hours (half a day) and 7 hours (full day). | The support hours for sessions are half day (3.5 hours) and full day (7 hours). Thank you for pointing this out. I will amend the specification accordingly. |
| **9** | Could you confirm that mileage rates payable to providers by clients are 40p per mile not the HMRC allowance of 45p per mile. | This will be amended to reflect the HMRC allowance and qualify it as per HMRC guidelines |
| **10** | Insurance costs are detailed under premises and staffing costs the major insurance cost any provider will have will be the combined liability in connection with providing social care, do you want this cost to appear under premises or apportioned under staffing. | If it is possible to apportion insurance costs in line with the categories indicated please do so. If you wish to show the insurance cost in one block, please do this in the area you feel most appropriate and note how you have treated these costs in a comment detailing this on the "Variance from Annual budget" column. |
| **11** | Please could we clarify the following with regards to TUPE. The accounts for the incumbent provider show income from Lincolnshire County Council of £617,013 for the Y/E 31/03/2017 which is broadly in line with the contracted cost per Document 1 of the tender of £616,000. This represents roughly 37% of the organisation's total income. All 3 members of the incumbent's Senior Management Team have been listed in the TUPE documentation as spending 70% of their time on this contract. | The following information has been provided by the incumbent provider   1. *When reviewing the accounts* *2015/16, 2016/17 and 2017/18 (not yet published) the income of LCC services and other income (Housing Benefit managed on behalf of clients) and Supporting people (all of which are involved in Shared Lives services) amounted to 57%, 47% and 51% in each year respectively averaging 52%.* 2. *Significant ‘value’ (bringing the estimated percentage up to 70%) is attributed to the Senior Management Team in regards to activities for Shared Lives services. (a) The Chief executive supported by the Business manager attend all contract meetings purely for Shared Lives (b) 2 out of the 3 services highlighted for development (annual report) by the Chief Executive are Shared Lives services (c) An estimated 66% of administration is taken by shared Lives services (d) The 24/7 support telephone is manned primarily by qualified practitioners represented in the Senior Management Team (e) In the absence of the registered manager the operations manager covers, in the absence of the CEO the Business manager covers (f) the CEO is the responsible person for CQC only Shared Lives is an active service registered with CQC* |
| **12** | 1. In suggesting 'a minimum increase in the number of arrangements year on year of 20% is realistic' and ultimately achieving a performance which matches the highest performing SL schemes we would like to understand the health of the existing scheme - have you taken into account any anticipated attrition in SL arrangements (SL carers reaching retirement and/or service users needs no longer suitable for SL arrangements)? And, if so, can you please share details as this could impact significantly on scheme growth?   In terms of scheme growth which is assessed as part of the pricing element (10%) – can you provide guidance on:   1. Whether we should include estimated attrition rates as part of the growth modelling? Or   Whether we should exclude estimated attrition rates to ensure consistency between bidders who may make different assumptions resulting in different price scoring? | 1. We would acknowledge that there is a risk of attrition. The Council has sought to mitigate the financial risk of this for the successful provider by guaranteeing a minimum management fee payment for the first contract year (Document 1, Section 3c, Para 7.1). Note this will be based on the baseline information published in the specification – i.e. 40 long term placements)   The Council will also wish to work with the successful provider during the implementation period to seek to minimise any potential attrition.  For the first contract year, the minimum 20% growth target for long term placements is to be calculated from the baseline of 40 long term placements. This will continue to be the basis of the calculation in the event that, on commencement of the new contract, the number of long term placements is less than the baseline figure.   1. Please use the baseline figures included in the pricing schedule (Tab 2, Cells B7, C7 and D7) as the basis of your growth proposals. |
| **13** | a) You have stated that there are currently no day care or short break arrangements through the contract, but the tender specifies 2 & 5 placements of this type respectively. Please could you clarify?  b) What are the current fee rates for carers? Essentially we would like to know if the carers would be getting a cut in fees or an increase. | a) The clarification response (Q6) contains information accurate as at the date of publication (1st August 2018). As noted in the response to clarification 11 b), please use the baseline figures included in the pricing schedule (Tab 2, Cells B7, C7 and D7) as the basis of your growth proposals.  b) The current fee rates for Carers are determined by the incumbent provider. We have calculated that Carers will be getting an increase under the new fee structure. |
| **14** | To assist with growth modelling can you please confirm:   1. how many SL carer households? 2. how many additional SL arrangements could be provided by the existing SL carer households? 3. how many arrangements have ended during the past five years? | 1. 25 live-in SL carers households 2. We will seek this information from the incumbent provider   *Response to b) from the incumbent supplier:* The answer to this question forms part of … [the incumbent] competitive tender, we cannot therefore provide this information   1. We do have this information due to a change in IT systems at the Council however we will seek this information from the incumbent provider   *Response to c) from the incumbent supplier:* Long term arrangements ended in last 5 years = 9 |
| **15** | Is it possible to submit clarifications which can be treated as commercially sensitive - the ITT doesn't make this clear? | If a clarification question and the associated response are relevant only to the requester, then a response will be sent to the requester only, in the form of a private reply through the e-tendering system.  However, where the information contained in the response would be more broadly relevant, the Council has a duty to ensure that it is shared with all participants. In this way we can ensure that all bidders have the same information from which to base their proposals.  Please note that in addition, we always seek to anonymise the question information prior to inclusion on the clarification log. |
| **16a** | The following roles (CEO, Ops Manager, Business Manager and Area Manager) are all 70% accounted for against this contract. Surely the CEO alone (and most probably the other 3 roles) are centrally shared roles across the whole organisation?  As the organisational income of 2016/2017 was £1.65m and this contract is work 0.6m (37% of the total turnover) we would challenge that their TUPE eligibility meets the 50% 'working on this contract' threshold. | Please refer to the response to Question 11, which has been provided by the incumbent provider. |
| **16b** | Can you provide clarity if the LCC procurement/HR/legal team believe this TUPE information is correct and that all claims are in-line with TUPE law? | The Council cannot warrant the accuracy of the information provided by the incumbent provider.  The Council advises bidders to form their own view on whether TUPE Regulations apply, obtaining your own legal advice as necessary. |
| **17** | Can we have more details of the company car benefit of the CEO, the levels of cover and cost of the medical cover for all staff? | The following information has been provided by the incumbent provider:  *CEO company car is a*  *Hyundai Tucson 1.7d*  *Medical cover cost per staff per year £334 for Senior management, £119.16 other practitioners, £65.40 for admin* |
| **18** | Can you confirm that all of the staff are on contracts above statutory redundancy pay - if so which ones are 'actual pay' redundancy packages? Can we have information of the contracted redundancy policy for each individual? | The following information has been provided by the incumbent provider:  *All staff contracts are based on statutory weeks at actual pay, however LCC TUPE staff have enhanced weeks approx. double the statutory weeks at actual pay. In addition LGPS members over 55 years will be entitled to full pension rights these amounts would be calculated by Lincolnshire LGPS fund who invoice the employer direct with lump sum calculated.* |
| **19** | Is the LGPS liability of £368k (mentioned in the [TUPE Information] commentary) associated with the 3 individuals on a LGPS pension alone or does this relate to ASA/LCC more widely? | The following information has been provided by the incumbent provider:  *Estimate is associated with a total of 6 individuals not all of whom feature on TUPE information.*  LCC have asked the incumbent to request the Pensions provider the costs in relation to the three individuals. |
| **20** | Who are the 'Day Time providers' in the TUPE? In Clarification 6 it said day time was not included in this contract (therefore if it is Direct Payments it shouldn't be TUPE eligible in this contract). However if they are day time providers as part of the shared lives long-term support then they shouldn't be employed staff for this contract as this wouldn't be a Shared Lives model. | Day time service provision is not in scope of the current Shared Lives contract.  The following has been provided by the incumbent provider:  *Day time is not included in the current contract so not relevant.*  An updated TUPE list will be sought and made available to bidders as soon as possible. |
| **21** | Please can we have more information round the 'Employee Consultative Arrangements' on row 19 of the [TUPE information] - what does this involve from a contractual point of view? | The following information has been provided by the incumbent provider:  *Individuals are entitled to up to 12 weeks (3 months) notice, terms are:*  *- Up to 5 years continuous service – 4 weeks' notice*  *- Over 5 years' service – 1 weeks' notice for every complete year of service up to a maximum of 12 weeks* |
| **22** | Can you confirm again that Short Breaks and Day support are not included in this contract (as in clarification 6) as they are mentioned in 13.3 of the specification as part of what we should be pricing for. | Short Breaks rates were added to the current contract from 1st July 2017. Prior to this the contract only had live in arrangements (long term) in scope. However there are currently no respite placements.  Day support is not part of the current contract.  **Please note - Short breaks and day time support will be elements of the new contract.** |
| **23** | Can LCC confirm that an agreement is in place to permit TUPE negotiations at the point of contract award – this would be consistent with a 3 month consultation and would be beneficial to staff, service users and carers? | Yes there are clauses that allow this. Please see attached as an imbedded document "TUPE related clauses" extracted from the current contract. |
| **24** | Could you confirm if service credits as detailed in table 3, performance measure 9 only refers to new shared lives arrangements made during the year and not to the overall number of arrangements i.e.  Number of arrangements at start of year - 40  Number of new arrangements - 9  Number of arrangements from prior year ended - 4  Number of arrangements at end of year - 45 | Yes, it only refers to new shared lives arrangements made during the year based on the base line set by yourselves on the pricing schedule. Please see workings out of this in Section 3c, the table paragraph 8. |
| **25** | Could you confirm that housing benefit and client contribution to social care will be paid to the providers (carers) in addition to the provider (carer) payment set out in the tender as this will result in providers receiving different amounts to each other for clients assessed on the same band due to housing benefit amount variances. | Housing Benefit: In the new contract Housing benefit will be paid directly to the Service User to pay the Carer. This will be in addition to the banded Carer payments set out in the tender at Section 3b, paragraphs 51 to 54. LCC do not have a concern about the accommodation amount being in line with the Local Housing Authority's formula for calculating this.  Client contributions to social care will be deducted from the banded Shared Lives Carer payment set out in the tender. Section 3b, paragraphs 51, 52, 53 and 54.  Please note also that housing related costs which are not housing benefit eligible will need to be paid in addition to Housing benefit and the Shared Lives Carer payment and can be set by the Shared Lives Provider in agreement with the individual and the Carer on a case by case basis or as a flat rate dependent on a defined range. Note: it needs to be reasonable and based on actual costs. |
| **26a** | We have reviewed the incumbent providers response to our queries regarding TUPE and note that in calculating the percentage of income relating to this contract, and thus the percentage of time spent on this contract, both Housing Benefit & Supporting People income appears to be included. Please can you confirm how Housing Benefit is paid in the arrangements within this contract (is it paid direct to carers or is it paid to the incumbent provider who then pay this on to the carer?) , | The current Provider acts as a conduit for the housing benefit under a historic arrangement with the district councils. However having reviewed the basis of this and the potential impact of universal credit, LCC are looking for it to be paid directly to the Service User who then uses it to pay the Carer for accommodation. |
| **26b** | and please can you confirm if any Supporting People funding is utilised within this contract as it is not mentioned in the tender paperwork. | We can confirm that no supporting people funding is utilised in the current contract and no supporting people funding will be utilised in the forthcoming contract. |
| **27** | The questions and information provided on notice are inconsistent. Please confirm whether each employees' contractual/statutory notice period is as provided in the spreadsheet - ie is 3 months for everyone no matter what their service - or is as provided in the response to question 21 - ie. 4 weeks, and then increasing by one week with 5 year's of service. If the later, please confirm this is the notice provision for all staff - ie. senior staff do not have greater notice periods. Please also confirm that the reference to a minimum of 3 months' consultation is actually a reference to normal notice periods as the response to question 21 suggests or whether it is an additional contractual requirement, and if so please provide details.    What are the contractual terms regarding place of employment in employees' contracts? | Please find updated TUPE spreadsheet as at 29th August 2018 as provided by the incumbent. |
| **28** | The spreadsheet states that current redundancy provision plus estimated LGPS pension amounts to £368,461 and in response to question 19, it is stated that the estimate relates to a total of 6 individuals not all of whom feature on TUPE information. Please can you provide the estimate solely for the 3 individuals who are on the TUPE information and separate from the redundancy costs by individual post? | We are seeking clarification on this with the incumbent provider. |
| **29** | Can you confirm that LCC will be able to allocate approximate doubling of the current Shared Lives budget in order to support a minimum of 20% year on year growth in Shared Lives please. | Yes. |
| **30** | There are a number of financial questions still to be clarified with the incumbent provider as of today… and without this information has been unable to complete the financial part of the tender paperwork.  We would therefore like to query whether it is possible to extend the submission deadline given these circumstances? | Yes, the end date is now 12pm on the 18th September. |
| **31** | With regards to 'How you will ensure a high quality service is continually delivered, by yourselves and any subcontractors' can we check that subcontractors is not meant to include SL Carers for the purpose of this question? | The reference to 'subcontractors' in this question is intended to include the Shared Lives Carers |
| **32** | K2 method statement seeks assurances that a bidder will have sufficient capacity at the start of the contract to meet demand from new referrals and the transfer of existing cases.  Are you able to provide details of the anticipated demand for new referrals at the commencement of the contract and during the first 12 months? | The Council has provided an indication of expected growth in the Specification section 3a paragraph 13.5 and will work closely with the successful bidder during implementation to set up effective referral processes. The Council expects the successful bidder to be committed to this type of joint working. Please also see answer to question 12. |
| **33** | Can we still assume that although the date for submission has been delayed that the award date will still be the 6h October enabling a commencement date to remain at 3rd January 2019? | The award date has also moved to allow adequate time for the evaluation process to be concluded. Following evaluation and a standstill period, the revised award date will be 30th October 2018.  There is no change to the planned commencement date. |
| **34** | Could you please elaborate further on the indicative tender timeline within the ITT Document 1:  The tender evaluation period is intended to take place between 29/8 to 12/9 and the contract award date is planned for the 5th October - will this follow a notification of the tender award and the normal standstill period or will the standstill period commence on the 5th October?  If the notification of the preferred bidder is planned before the contract award date - do you have an indicative date in mind?  If any party challenges the award decision how is this likely to impact on the indicative timeline and are there any contingencies in place? | The updated timeline allows for the successful and unsuccessful bidder to be informed of the outcome on the 18th October 2018 this will then be followed by a standstill period before award (See response 33 above).  This leaves a 9 week period between award and planned go live and we fully expect this to be adequate in terms of mobilisation.  The potential impact of, and the Council's response to any such challenge would depend on its specific characteristics, but contingencies would be enacted if appropriate.  The Council seeks to minimise the likelihood of any such eventuality by ensuring a fair, robust and transparent tender process is undertaken. |
| **35** | Given the changes to the respond to date can I confirm that the clarification deadline has also been put back and ask what the new date is? | The new clarifications deadline is now 12pm on the 24th September 2018. However if a clarification is raised that has a fundamental impact to the feasibility of the service then the Council reserve the right to accept this and move this deadline to allow bidders enough time to react appropriately. |
| **36** | we have prepared a detailed SL's growth model, We would like to include this as part of our submission Can we either include this as a referenced excel spreadsheet or can we copy and paste the growth model into our response? | query re the detailed SL's growth model spreadsheet, it will be preferable if you can copy paste it into your response as there is a word count on the questions. Please do not pdf the documents. However an implementation Gantt chart can be included as an excel document if referenced appropriately. |
| **37** | *\*Weekly management fee: This will be worked out using the -Overall Annual Contract Tender Price for the five year period divided by 260.7 weeks and then divided by the total no of expected live in arrangements for the five years. This will provide the weekly management fee per arrangement (Any growth or reduction above and below that shown in Table 1 in Shared Lives will be paid using the management fee unit rate worked out using this formula, the management fee for Short breaks and Sessional/day will be pro-rata the Live in management fee derived as above)"*  Does this mean that the management fee is inclusive of short breaks and sessional day support? Or will the provider receive an additional monthly fee comprising the management fee for short breaks and sessional day support? | The management fee for a long term arrangement is inclusive of short breaks and sessional day support. Only in circumstance where a Service User is not in a long term placement will the Short Breaks or Sessional day support management fee be applied as specified. |
| **38** | Tab 2 – Column E – can we check that you simply wish us to enter the growth figure for each year of live-in arrangements and not the cumulative total of live in arrangements?  Tab 3 – B7 Weekly Management Fee refers to \*\* Taken from Tab 2 - no of indicated Live in arrangements  Yet, looking at Tab 2 the number of Live in arrangements appears to be just the growth in Live in arrangements – is this correct or is there an error in the pricing spreadsheet? | Thank you for this. Yes we need the cumulative total for each year not just the growth numbers as we expect your cost of delivery will most likely be linked to it. i.e. So in the case of Live in arrangements it will be 40 (as that is the baseline given and our first year payment is linked as per explanation given in the tender) + growth numbers for that year. Re the 40 please refer to our response to point 12 and 32. |
| **39** | In the current weekly payments to the existing provider - what proportion of the weekly fee goes to the carer i.e what is your existing weekly carer rate for long-term placements? | For long term placements the Provider is paid a flat fee of £319 which includes the Carer's fee and the management fee. Please also see answers to point 5 and 7. |
| **40** | What year is the CEO's Hyundai Tucson company car? | Company car was purchased new in 2017. Please also see answer to point 17 |
| **41** | Pensions/TUPE clarification: Can you please confirm on what terms their liabilities will be transferred? | There will be no liabilities transferring on day 1. Any cessation liabilities will fall on any outgoing admitted body. The contributions of any new admitted body will be calculated on the basis that the scheme is fully funded on entry. This is the norm for an admitted body. |
| **42** | Can you please provide details of any agreements relating to LGPS liabilities that were put in place at the time that LCC initially outsourced the service to the incumbent provider? | This is irrelevant. Any new admitted body will become admitted on the terms of a new admission agreement as described below. |
| **43** | Can you provide an example admission agreement and provide an indicative contribution rate for the LGPS scheme? | Yes, the proposed admission agreement will be provided as soon as possible. It will be based on a closed scheme limited to those employees of the current provider who are members of the scheme, the pooled nature of the arrangement will also be incorporated in the Admission Agreement. This will enable the contribution rate moving forwards to be calculated on the basis that these staff are pooled with Lincolnshire County Council's existing LGPS members. The Admission Agreement will contain a guarantee by LCC in respect of liabilities of the admitted body arising on cessation which means that any exit payment under Regulation 64 of the Local Government Pension Scheme Regulations 2013 will be 'subsumed' within the Fund on termination of the Admission Agreement or other triggering event.  Due to the pooled nature of the admission, the employers contribution rate will be in line with Lincolnshire County Council's contribution rate, which is currently The current LCC employer rate is 22.9% but will increase to 23.9% from 1/4/2019.  In recognition of this fact and the inclusion of the guarantee the terms and conditions of the contract will contain a new clause B10.18 and B10.19 under which the successful bidder will forego or repay any exit credit provided for in recent amendments to Regulation 64. The new clauses are on the "Updated on 190918 SL ITT Document 5 of 7.docx" also uploaded. |
| **44** | Can you provide the latest actuarial valuation for the LGPS fund? | We cannot provide the incumbents LGPS actuarial valuation however the total LGPS fund valuation is available at <http://www.wypf.org.uk/Member/Publications/Valuation/Lincolnshire/pdf/Lincolnshire-2016-Final-Valuation-Report.pdf> |
| **45** | Can you provide details of LCC’s policies on pensions risk-sharing? | The Council's approach to pensions risk-sharing varies according to the contract. In this case the Council's approach to pensions risk sharing is described in the response to Question 43 above. |
| **46** | Whether a bond or indemnity is required? | As we are offering a cessation guarantee in the admissions agreement, no bond or indemnity will be required. |
| **47** | What exposure to additional costs could arise due to redundancy, ill health and death in service of the four LGPS employees identified as transferring? | Ill health insurance can be taken out, if desired once admitted to the fund and can be cost neutral as the contribution rate can be reduced by the insurance premium paid. Further details are available on the WYPF website. Redundancy pension strain costs will depend on age and length of service this can be worked out by an actuary. An estimate has been included in the TUPE information provided and a revised estimate requested from the incumbent based on a revision from 6 to 4 employees. |
| **48** | Please confirm whether a pension risk assessment is being obtained or whether time has been made available during the pre-contract period for that to be obtained? | The pension risk assessment is usually obtained to calculate the Bond. As there will be a guarantee in place, no bond (pension risk assessment) will be required. |
| **49** | See point 43 above | The SL Admission Agreement Template has been uploaded into the documents area of the Pro-contract project and attached to a message circulated to the Suppliers who have expressed interest. |
| **50** | Further to clarification number 38 regarding the pricing spreasheet and your subsequent response.  We think that there may be a mistake in the pricing schedule formula and would be grateful if you could please check this and advise? | Element 1 figures how they should be done as per clarification to point 38 in the Clarification log.  Looking at the annual costs Tabs 4 to 8, you need to transpose the "Total annual running costs" from cell C92 to C96 |
| **51** | 1. At the end of the contract are the liabilities calculated on an ‘on-going’ funding basis? (i.e. full ‘pass through’ of liabilities) 2. At the end of the contract are all liabilities re-allocated to the Council? 3. If there is a shortfall at the end of the contract is this claimed directly from the Council or what is the extent of our exposure? 4. If there is a surplus at the end of the contract is this available to us or is it re-allocated to the Council? 5. What would be the likely contributions we’d be asked to pay to participate in the Fund (in excess of the already declared TUPE individual pension contribution of 29% per individual)? 6. Are there any additional set up costs / fees related to our participation in the Fund? | Please refer to the Council's responses to clarification questions 41 to 48 on the clarification log and draft admissions agreement, shared with interested providers on 20.09.2018. Please also note the following direct responses to the questions:  1.The Admission Agreement(shared on 20.09.2018) contains a guarantee by LCC in respect of liabilities of the admitted body arising on cessation which means that any exit payment under Regulation 64 of the Local Government Pension Scheme Regulations 2013 will be 'subsumed' within the Fund on termination of the Admission Agreement or other triggering event  2.As question 1  3.As question 1  4. In recognition the inclusion of the guarantee by LCC in respect of liabilities of the admitted body arising on cessation, the terms and conditions of the contract will contain a new clause B10.18 and B10.19 under which the successful bidder will forego or repay any exit credit provided for in recent amendments to Regulation 64. The new clauses included in the document entitled 'SL ITT Updated on 190918 Document 5 of 7' shared through the e-tendering system on 19.09.2018.  5. It will be pooled with the LCC pensions fund and is currently 22.9%, (so it will be this amount instead of the 29.1%)  6. The actuary’s fees for the initial work on a contribution rate / bond assessment are currently £2000. A final assessment can only be undertaken at the time the transfer goes ahead. If any provisional assessment is required ahead of that date the £2000 fee would apply for that work and a further fee would be likely to apply for further work at the transfer date. |
| **52** | Could you let me know if the notification date (18th October) will remain the same please.  Just wanted to check if there will be any amendment to the proposed award notification, standstill, mobilisation and contract start dates that need to be reflected in the submitted mobilisation plan?  If so can you please confirm these changes within the clarifications?  If not can you please confirm that bidders do not need to modify the timescales within their mobilisation plans? | The revised timescales are:  Tender end date: 4th October 2018 at 12pm  Inform Successful and Unsuccessful suppliers:  23rd October 2018  Standstill: 24th October 2018 to the 2nd November 2018  Contract Award: 5th November 2018  Contract commencement date: 3rd January 2019 |
| **53** | So based upon the information provided there would be no cessation liability for the admitted body at any point in the contract? | The Council has described it's approach to pensions risk share and the way in which it intends the admissions agreement to work in the clarifications already provided. Please refer specifically to clarification and response numbers 41 to 49 and 51, the template admissions agreement and revised contract terms (B10.18 and B10.19) shared through the e-tendering system.  We consider this to be a clear position and an appropriate solution to ensure that the balance of risk does not rest disproportionately on the provider. |