

Part 2 Response

Reference

TPL2822

Title

Parkfield Estate Lease

Maximum Period of Lease

25 years

Return Date

Thursday 18 August 2022

Return Time

12:00 Noon

Return To

www.supplyingthesouthwest.org.uk

Community Partner Name

Contents

A	Certificates and Declarations	3
A1	Torbay Council Conditions of Tender.....	3
A2	Certificate of Confidentiality.....	3
A3	Community Partner’s Warranties.....	4
A4	Certificate of Undertaking and Absence of Collusion or Canvassing.....	4
A5	Signature.....	4
B	Stage 1: Supplier Suitability Questionnaire	6
B1	Notes for Completion.....	6
B2	Community Partner Information and Exclusion Grounds	6
B3	Consequences of Misrepresentation.....	6
B4	Community Partner Information	7
B5	Contact Details and Declaration	9
B6	Bidding Model.....	10
B7	Grounds for Mandatory Exclusion	11
B8	Grounds for Discretionary Exclusion.....	13
B9	Financial Standing	15
B10	Insurance	16
B11	Technical and Professional Ability.....	17
C	Stage 2: Terms and Conditions of Lease	18
D	Stage 2: Mandatory Requirements.....	19
E	Stage 2: Award Questions	21

A Certificates and Declarations

Community Partners are required to read this section thoroughly and confirm their acceptance of and compliance with the requirements laid out in sections A1 to A4, by providing their signature at section A5.

A1 Torbay Council Conditions of Tender

1. Tenders marked with the title of the procurement must be returned electronically through ProContract (www.supplyingthesouthwest.org.uk) using the Response Wizard as directed in the 'Supplier Guide' located in the help section or in Appendix A ProContract User Guide. Tenders must be returned by the date and time stated on the front page of the procurement documents. Tenders received after the time stated or not properly completed will be rejected as non-compliant. Facsimile and emailed copies will not be accepted.
2. The Lease agreement shall be subject to the Authority's draft Heads of Terms, included in these Tender Documents. Offers by Community Partners qualified in any way or made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone. No alteration must be made to the printed conditions or schedules. Any Tenders bearing such alterations will not be considered.
3. The Authority does not bind itself to accept the lowest or any Tender and reserves the right to accept a Tender either in whole or in part.
4. **To Torbay Council**
I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my/our Tender either in whole or in part, to adhere to the terms and conditions stated in the Heads of Terms and in accordance with the outcomes as are contained or incorporated in the Invitation to Tender. I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Lease.

A2 Certificate of Confidentiality

I / We hereby agree with the Authority that I / we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.

It is appreciated by the parties that in the event of negotiations in respect of the proposed Lease being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.

A3 Community Partner's Warranties

In submitting their Tender the Community Partner warrants, represents and undertakes to the Authority that it:

- (a) Has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements; and
- (b) Has full power and authority to enter into the Lease and provide the goods, services or works and will, if requested, produce evidence of such to the Authority; and
- (c) Is of sound financial standing and the Community Partner and its partners, directors, officers and employees are not aware of any circumstances (except those disclosed in the audited accounts or other financial statements submitted to the Authority by the Community Partner) which may adversely affect such financial standing in the future.

A4 Certificate of Undertaking and Absence of Collusion or Canvassing

I / We the undersigned do hereby certify that:

- (a) I / We shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering;
- (b) I / We have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the nature specified and described above.
- (c) I / We hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Lease and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.

I / We further undertake that I/we will not do any of the acts mentioned in (b) and (c) above before the hour and date specified for the return of the Tender.

A5 Signature

Organisation name	
Full postal address	
Telephone number	
Signed	
Name (<i>in block capitals</i>)	

In the capacity of (<i>state official position e.g. director, manager etc.</i>)	
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B Stage 1: Supplier Suitability Questionnaire

B1 Notes for Completion

- B1.1** “You” / “Your” refers to the Community Partner completing this Response document i.e. the legal entity responsible for the information provided and who the Council will Lease with. The Community Partner could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
- B1.2** Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please do so in the spaces provided.

B2 Community Partner Information and Exclusion Grounds

- B2.1** This Response document is a self-declaration, made by you (the Community Partner), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).
- B2.2** A completed declaration at section B5 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds.

B3 Consequences of Misrepresentation

- B3.1** If you seriously misrepresent any factual information, there may be significant consequences. You may be excluded from this Lease agreement. If a Lease agreement has been entered into you may be sued for damages and the Lease agreement may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

¹ For the list of exclusion please see:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

B4 Community Partner Information

Please complete the following section in full

Question Number	Question	Response
B4.1	Full name of the organisation / group submitting the information	
B4.2	Address of the organisation / group	
B4.3	Registered website address (if applicable)	
B4.4	Trading status	Choose an item.
	If you have selected 'Other' please specify your trading status	
B4.5	Date of registration in country of origin	
B4.6	Company registration number (if applicable)	
B4.7	Charity registration number (if applicable)	
B4.8	Registered VAT number	
B4.9	If applicable, are you registered with the appropriate professional or trade register(s) in the state where your organisation is established?	Choose an item.
	If you have answered 'yes' please provide the relevant details including the registration number(s)	

Question Number	Question	Response
B4.10	Is it a legal requirement where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Choose an item.
B4.11	If you have answered 'yes' to B4.10, please provide details of what is required and confirmation you have complied with this. Response (if applicable)	
B4.12	Trading name(s) that will be used if successful in this procurement	
B4.13	If applicable please select the relevant classification	Choose an item.
B4.14	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Choose an item.
B4.15	Do you have an immediate and/or ultimate parent company?	Choose an item.
B4.16	If you have answered 'yes' please provide the <ul style="list-style-type: none"> • Full name of immediate and/or ultimate parent company; • Registered office address (if applicable); • Registration number (if applicable); • Head office DUNS number (if applicable); and • Head office VAT number (if applicable). 	

² See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Question Number	Question	Response
	Response (if applicable)	

B5 Contact Details and Declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

Question Number	Question	Response
B5.1	Contact name	
B5.2	Name of organisation	
B5.3	Role in organisation	
B5.4	Phone number	
B5.5	Email address	

Question Number	Question	Response
B5.6	Full postal address	
B5.7	Signature (electronic is acceptable):	
	Date signed	

B6 Bidding Model

Question Number	Question	Response
B6.1	Are you bidding as the lead contact for a group of organisations?	Choose an item.
B6.2	If you have answered 'Yes' to B6.1, please provide details of: The name and address of the individual organisations / groups; and The single named entity to be awarded the Lease agreement, (if applicable)	
	Response (if applicable)	

B7 Grounds for Mandatory Exclusion

Please complete the following section in full.

Question Number	Question	Response
B7.1	<p>Please indicate if, within the past five years you, your organisation or any other person who has the powers of representation, decision or control in the organisation has been convicted anywhere in the world of any of the offences within the summary below:</p> <ul style="list-style-type: none"> • Participation in a criminal organisation; • Corruption; • Terrorist offences or offences linked to terrorist activities; • Money laundering or terrorist financing; or • Child labour or other forms of trafficking in human beings. 	Choose an item.
B7.2	<p>If you have answered 'Yes' to any of questions B7.1 please provide further details as follows:</p> <p>a) What the conviction was for, the date of conviction, the reasons for conviction and identity of who was convicted.</p> <p>Response (if applicable)</p> <p>b) Whether measures been taken to demonstrate the reliability of the organisation despite the existence of a ground for exclusion (Self Cleaning)?</p> <p>Response (if applicable)</p>	

Question Number	Question	Response
B7.3	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Choose an item.
B7.4	<p>If you have answered 'Yes' to question B7.3, please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.</p> <p>Response (if applicable)</p>	
<p>Please Note: The Council reserves the right to use its discretion to exclude a Community Partner where it can demonstrate by any appropriate means that the Community Partner is in breach of its obligations relating to the non-payment of taxes or social security contributions.</p>		

B8 Grounds for Discretionary Exclusion

Please complete the following section in full.

Question Number	Question	Response
B8.1	<p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p> <ul style="list-style-type: none">• Breach of environmental obligations;• Breach of social obligations;• Breach of labour law obligations;• Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;• Guilty of grave professional misconduct;• Entered into agreements with other economic operators aimed at distorting competition;• Aware of any conflict of interest due to participation in the procurement procedure;• Been involved in the preparation of the procurement procedure; or• Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior Contract or Lease with a contracting entity, which led to early termination of that prior Contract or Lease agreement, damages or other comparable sanctions.	Choose an item.
B8.2	If you have answered 'Yes' to question B8.1, please explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of relevant ground for exclusion? (Self Cleaning)	

Question Number	Question	Response
	Response (if applicable)	
B8.3	<p>Please indicate if any of the following statements apply:</p> <ul style="list-style-type: none"> • The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; • The organisation has withheld such information; or • The organisation has influenced the decision-making process of the Council to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. 	Choose an item.
B8.4	If you have answered 'Yes' to questions B8.3, please explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of relevant ground for exclusion? (Self Cleaning)	
	Response (if applicable)	

B9 Financial Standing

Please complete the following section in full.

Question Number	Question	Response
B9.1	<p>Community Partners are required to indicate below the financial information they are able to provide if requested to do so. To prevent delays to the due diligence process any Community Partner may be asked, at any point during the evaluation period, to submit the support financial information indicated. Where information is requested this will only be assessed in respect of the successful Community Partner(s).</p> <p>Are you able to provide:</p> <ul style="list-style-type: none"> • A copy of your audited accounts for the last 2 years? • A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation? • A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position? or • Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status)? 	Choose an item.
B9.2	<p>If you have answered 'No' to questions B9.1, please provide a brief explanation for this, e.g. your organisation is a new start-up.</p> <p>Response (if applicable)</p>	

Question Number	Question	Response

B10 Insurance

Please complete the following section in full.

Question Number	Question	Response
B10.1	Please self-certify where you already have, or can commit to obtain prior to the commencement of the Lease Agreement, the minimum levels of insurance cover indicated below	
a)	Employers (Compulsory) Liability Insurance* = £5,000,000 <i>* Please note this requirement is not applicable to Sole Traders.</i>	Choose an item.
b)	Public Liability Insurance = £5,000,000	Choose an item.
c)	Contents Insurance (Community Partners are required to indicate level of insurance held).	£

B11 Technical and Professional Ability

Please complete the following section in full.

Question Number	Question	Response
B11.1	Has your organisation been subject to any breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate, on comparable projects?	Choose an item.
	If you have answered 'Yes' please provide details	
B11.2	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	Choose an item.
	If you have answered 'Yes' please provide details	
B11.3	Please confirm that you have the necessary policies, procedures and systems in place to comply with your obligations under Data Protection legislation.	Choose an item.

C Stage 2: Terms and Conditions of Lease

Minimum Requirement

That the Community Partner provides a response to this question.

Evaluation Criteria

This question will be evaluated on the basis of your self-assessment as to whether you meet the requirement. A Yes response will be deemed a Pass and a No response will be deemed a Fail. Community Partners failing this requirement will be excluded from further participation in the process.

Evidencing Compliance

If it becomes apparent at any stage of the process that an Community Partner does not comply with this requirement, either where acceptance of the terms and conditions is qualified in any way or the successful Community Partner requests changes to any part of the draft Heads of Terms prior to signing the Lease Agreement, the Community Partner will be considered to have failed the process in its entirety and will be excluded from further participation in it. Where the successful Community Partner is deemed to have failed this requirement, the Lease Agreement will be withdrawn or terminated.

Question Number	Question	Response
C1	Please confirm whether you accept the draft Heads of Terms accompanying this tender, without qualification or alteration.	Choose an item.

D Stage 2: Mandatory Requirements

Minimum Requirement / Evaluation Criteria

These questions will be evaluated on the basis of your self-assessment as to whether you meet the requirement. A Yes response will be deemed a Pass and a No response will be deemed a Fail.

Evidencing Compliance

You do not need to provide evidence of compliance at this stage. As part of the Council's pre-award due diligence process or prior to Lease commencement the successful Community Partner may be required to provide written evidence to demonstrate compliance with these requirements. Where compliance is not evidenced for one or more requirements the Lease Agreement may be withdrawn or terminated.

Question Number	Question	Response
D1	Please confirm whether you will comply with the requirements set out in section B2.1 Safer Recruitment of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.
D2	Please confirm whether you will comply with the requirements set out in section B2.2 Environmental Sustainability of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.
D3	Please confirm whether you will comply with the requirements set out in section B2.3 Health and Safety of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.
D4	Please confirm whether you will comply with the requirements set out in section B2.4 Exit Management of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.
D5	Please confirm whether you will comply with the requirements set out in section B2.5 Child Protection Policy of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.
D6	Please confirm whether you will comply with the requirements set out in section B2.6 Equality Regulations of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.

D7	Please confirm whether you will comply with the requirements set out in section B2.7 Licensing Legislation of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.
D8	Please confirm whether you will comply with the requirements set out in section B2.8 Use of Council Branding of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.
D9	Please confirm whether you will comply with the requirements set out in section B2.9 Disclosure and Barring Service (DBS) Check of Part 1 Parkfield Estate Lease Arrangement Information.	Choose an item.
D10	Where you have answered “No” to any of the mandatory criteria questions, please provide a response to demonstrate that you will be able to achieve compliance prior to the proposal being delivered.	

Response:

E Stage 2: Award Questions

Community Partners are required to submit their responses to the following Award Questions. Your responses should:

- be drafted in a way that enables them to form part of the Lease;
- contain sufficient detail to demonstrate you meet the core requirements set out in the Specification;
- relevant to the question;
- where applicable meet any word or page limits set – Community Partners should note the evaluation of responses will not go beyond the word or page limit;
- only include supporting information where this is permitted – Community Partners should note that supporting information must be clearly named, identifiable and referenced in the question to which it relates.

Question Number	Question	Score
E1	<p><u>Plan of Intent</u></p> <p>Please provide a detailed proposal for the Parkfield Estate. Your plan must include, but not be limited to:</p> <ul style="list-style-type: none"> • Outcomes, objectives and targets the proposal would deliver; and how you would propose to deliver them, • How these would be monitored and assessed over the life of the Lease. • How you would ensure community feedback informs the development of the site over time <p>Minimum Requirement</p> <p>That the Community Partner responds to this question in a manner that evidences they have the relevant ability, skills, resource and quality measures required to meet any requirements of the Specification applicable to this criterion.</p> <p>Evaluation Criteria</p> <p>Your response will be evaluated against your ability to demonstrate and evidence:</p> <ul style="list-style-type: none"> • That you understand and can deliver the community wellbeing and environmental sustainability outcomes detailed in the framework and Part 1 Information Section C, over time; • Partnership working and collaboration with other sector partners; and 	40.00%

	<ul style="list-style-type: none"> • how your proposal aligns with the Council’s ambition and priorities for Torbay and its residents to thrive, as outlined in the Community and Corporate Plan 2019-2023: <p>https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/</p> <p>Page / Word Limit: Maximum 3000 words in Arial 12</p> <p>Permitted Appendices and Supplementary Information</p> <p>You may provide the following in support of your response:</p> <ul style="list-style-type: none"> • Any detailed plans from partners delivering certain elements of your proposal; and • Engagement and feedback from the community which has informed your proposal. 	
	<p>Response:</p>	
<p>E2</p>	<p><u>Budget Plan</u></p> <p>Please provide an indicative 5-year capital and revenue budget plan. Your plan must include, but not be limited to:</p> <ul style="list-style-type: none"> • all anticipated grant funding; • whether funding has already been secured; and • any other income expected. <p>Minimum Requirement</p> <p>That the Community Partner responds to this question in a manner that evidences they have the relevant ability, skills, resource and quality measures required to meet any requirements of the Specification applicable to this criterion.</p> <p>Evaluation Criteria</p> <p>Your response will be evaluated against your ability to demonstrate and evidence:</p> <ul style="list-style-type: none"> • Maintaining financial stability; and • Managing significant financial risks. <p>Page / Word Limit: Maximum 2000 words in Arial 12</p> <p>Permitted Appendices and Supplementary Information</p> <p>You may provide the following in support of your response:</p> <ul style="list-style-type: none"> • Pending funding applications; • Confirmation of approved funding; and 	<p>30.00%</p>

- Detailed breakdowns of anticipated income and expenditure.

Response:

E3

Delivery Plan

15.00%

Please provide an indicative timescale on how long you think it would take to make your proposals operational. Your plan must include, but not be limited to:

- A timeline including key milestones you need to achieve;
- When other partners will be engaged with at specific stages
- If you are submitting a collaborative proposal, which partners will deliver which elements; and
- Any plans you may have to develop the buildings and/or land and how these developments will improve the asset.

Minimum Requirement

That the Community Partner responds to this question in a manner that evidences they have the relevant ability, skills, resource and quality measures required to meet any requirements of the Specification applicable to this criterion.

Evaluation Criteria

Your response will be evaluated against your ability to demonstrate and evidence:

- How your timeline relates to your Plan of Intent
- How you will ensure that key milestones are achieved within the time you have stated and the process you will implement if any timescales are not achieved as anticipated
- How you will ensure that you are making contact with the right stakeholders/partners at the right time
- Where you have identified that you are submitting a collaborative proposal; identify which partners will deliver which elements within your delivery plan at stated milestones

Page / Word Limit: Maximum 1000 words in Arial 12

Permitted Appendices and Supplementary Information

You may provide the following in support of your response:

- Detailed project plans or Gantt charts

Response:

<p>E4</p>	<p><u>Risk Analysis</u></p> <p>Please provide analysis of the key risks to delivery of your proposals. This must include, but not be limited to:</p> <ul style="list-style-type: none"> • Risks you have identified; • The likelihood of these occurring; • The impact of these, should they occur, and • Ways in which you would mitigate the likelihood of these risks occurring, or their impact. <p>Minimum Requirement</p> <p>That the Community Partner responds to this question in a manner that evidences they have the relevant ability, skills, resource and quality measures required to meet any requirements of the Specification applicable to this criterion.</p> <p>Evaluation Criteria</p> <p>Your response will be evaluated against your ability to demonstrate and evidence:</p> <ul style="list-style-type: none"> • An awareness and understanding of key risks which may affect your ability to deliver your plans; and • Consideration of mitigations which could be out in place to reduce the risks or their impact upon your ability to deliver your proposals. <p>Page / Word Limit: Maximum 750 words in Arial 12</p> <p>Permitted Appendices and Supplementary Information</p> <p>The inclusion of Appendices and Supplementary Information is not permitted</p>	<p>10.00%</p>
<p>Response:</p>		
<p>E5</p>	<p><u>Governance</u></p> <p>Please detail the governance structures of the organisation to be awarded the lease including, but not limited to:</p> <ul style="list-style-type: none"> • Management and staffing (including paid or voluntary roles); • Relationships with other partners and what role they would play in delivering your proposed project; • Decision-making; 	<p>5.00%</p>

- Compliance with the relevant Health and Safety, Child Protection, Equality and Licensing regulations.

Minimum Requirement

That the Community Partner responds to this question in a manner that evidences they have the relevant ability, skills, resource and quality measures required to meet any requirements of the Specification applicable to this criterion.

Evaluation Criteria

Your response will be evaluated against your ability to demonstrate and evidence:

- That an effective governance structure has been considered
- What relationships you will build with other partners and what their role will be in delivering the proposed project
- What decision-making structures you will build into your governance structure, including but not limited to:
 - Project Boards
 - Delegated Authority
 - Reporting Mechanisms Policy Developments
- How you will ensure continued compliance with the relevant Health and Safety, Child Protection, Equality and Licensing Regulations

Page / Word Limit: Maximum 750 words in Arial 12

Permitted Appendices and Supplementary Information

You may provide the following in support of your response:

- Governance Structure Diagrams.

Response: