

Part 2 Specification

Contract Reference

TTDA0223

Contract Title

**UK Shared Prosperity Fund
Communities & Place
And
Business & Enterprise**

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A Overall Scope and Nature of the Requirement

The Council is not being prescriptive in respect of what must be delivered using this funding and is looking for innovative solutions to meet the objectives, outputs and outcomes set out at **Error! Reference source not found.**

Additionally the Council requires Applicants to align their proposals to Torbay's Economic Growth Strategy (Appendix 1) and Torbay's Investment Plan (Appendix 2).

B Mandatory Pass / Fail Requirements

This section sets out the Authority's mandatory requirements for the successful Applicant to perform the Contract.

Evidence requirements are as set out in Part 5 Mandatory Criteria.

B1 Safer Recruitment

Where the Applicant will be working with children and or vulnerable adults, to ensure the Service creates a safer recruitment culture for clients and staff, the following are mandatory requirements:

- a) At least one member of each interview panel must have undertaken safer recruitment training;
- b) The Provider must have effective procedures in place, that are regularly updated and communicated to staff;
- c) The Provider must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to staff;
- d) The Provider must take seriously all concerns that are raised;
- e) The Provider must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.

B2 Data Protection

Where you will be processing Contract Personal Data as a result of being awarded this funding (as a Data Controller, Joint Data Controller, Data Processor or Sub-Processor) you must comply with your obligations under Data Protection legislation and must have the technical and procedural security measures in place to prevent:

- Unauthorised or unlawful processing of personal data;
- Accidental loss or destruction of or damage to personal data.

B3 Climate Emergency

On 24 June 2019, Torbay Council declared a 'Climate Emergency' and are committed to helping to tackle climate change and to become carbon neutral by 2030. We want to ensure the environmental impact of the Council's procurement of goods, services and works is minimised in line with our response to the climate emergency.

The Council's expectation is that it's Suppliers:

- a) know the impact their organisation has on the environment;
- b) have an environmental policy which embeds a culture of reducing negative environmental impacts within their organisation;
- c) ensure their environmental impact is measured, regularly reported and overseen at the highest level;
- d) specifically in relation to this Contract are able to outline how carbon emissions will be minimised, with a clear action plan outlining the work to be undertaken focussing on the biggest impacts, with key targets and timelines to the actions to be undertaken, for example:
 - if travel is used, mileage is reduced. For the miles that are unable to be reduced more environmentally friendly ways to travel are used;
 - if buildings are used, environmental building survey(s) have been undertaken and any negative environmental impacts are mitigated / reduced;
 - if purchasing new vehicles low emission alternatives are considered/
- e) work with their supply chain to know the environmental impact of the goods / services they purchase and mitigate / reduce negative impact, where the negative impact is not able to be reduced offset the impact;
- f) work towards their organisation being Carbon Net Zero by 2030.

B4 Health and Safety

- B4.1 All Provider staff who undertake work on behalf of the Council are required to fully comply with their legal duties under health, safety and welfare legislation while at work to ensure the health and safety of themselves and others that may be affected by their acts or omissions.
- B4.2 In recognition of the legal duties imposed upon them all Providers and those Provider staff undertaking work on behalf of the Council under this Contract will:
 - a) co-operate with the Council's Director Responsible for Health and Safety, Managers, Supervisors, Corporate Health and Safety Department and their own Employer to enable them to comply with their legal duties;
 - b) comply with ALL requirements of the Council's Health and Safety Policies

and other rules and procedures in place;

- c) not intentionally or recklessly interfere with or misuse anything provided in the interests of health and safety;
- d) actively promote a positive health and safety culture;
- e) only undertake work for which they have been trained and are qualified and competent to undertake;
- f) where applicable, ensure that risk assessments and method statements relating to their work are presented to the Council's authorised officer, prior to commencement of work, if they are not following the Safe System of Work provided by Torbay Council.

B4.3 The Council's Health & Safety Policy Statement can be found at Appendix F.

B5 Invoicing

B5.1 The Council will make payments to the Provider quarterly in arrears.

B5.2 The Provider must make the invoice payable by Torbay Council and must be marked with Torbay Council's name and address, the Provider's name and address and the Council's official purchase order number.

B5.3 The invoice must be submitted by e-mail to: **invoices@torbay.gov.uk**.

B5.4 The Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;

B5.5 The invoice must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.

B5.6 The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.

B5.7 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.

B5.8 Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider's appropriate email address must be supplied).

B6 Business Continuity

B6.1 The Provider is required to submit an organisational Business Continuity Plan for the Council's approval prior to the contract start date.

B6.2 As a minimum the Business Continuity Plan should address the following:

- a) The impact of COVID-19 or any other similar crisis;
- b) Destruction or loss of computer data / hardware;
- c) Loss of business premises, including accommodation provided to service

- users under the contract;
- d) Major accidents or incidents;
- e) Safeguarding issues;
- f) Loss of professional registrations / accreditations with out which the provider cannot legally deliver the contract;
- g) Staffing issues;
- h) Supply chain issues;
- i) Impact of legislative changes – e.g. Brexit;
- j) Any other reasonably foreseeable events that could prevent the delivery of the contract in full or in part.

B6.3 The Provider is required to review Business Continuity Plan and submit an updated Plan to the Council for approval on an annual basis.

B7 Use of Council Branding

- B7.1 These requirements apply where the Applicant is intending to use any Council branding or logos in its marketing, promotional or other materials.
- B7.2 Torbay Council owns its identity, branding devices and logos, these are protected by law.
- B7.3 The Provider must agree only to use the Council's visual identity in accordance with the terms set out in the Contract.
- B7.4 The Provider will be issued a licence number to use the Council's visual identity and use must be only in relation to this Contract, further usage will be subject to separate request and approval.
- B7.5 Permission to use the Council's visual identity does not prevent the Council from revoking that permission at a later point. Any revocation is at the sole and complete discretion of the Council.
- B7.6 The Council's identity is provided 'as is' and must not be altered in any way.

B8 Outputs and Outcomes

- B8.1 All Applicants are required to set out within Part 5 Mandatory Criteria the outputs and outcomes they will deliver under the Contract and when they will be achieved.
- B8.2 The table below sets out the minimum output and outcome which must be achieved through the programme, Applicants may offer to deliver a higher level of outputs and / or outcomes.

Output / Outcome		Torbay Programme Target (minimum)
Lot 1 - E13: Community measures to reduce the cost of living		
Output	Number of households supported to take energy efficiency measures (numerical value)	200
	Number of people reached (numerical value)	450
Outcome	Increased take up of energy efficiency measures (% increase)	5.00%
Lot 2 - E20: R&D grants supporting innovation, product and service development / E23: strengthening local entrepreneurial systems		
Output	E20: Number of businesses receiving grants (numerical value)	9
	E23: Number of businesses receiving non-financial support (numerical value)	110
Outcome	E20: Increased amount of investment (£)	£200,000
	E20: Number of businesses introducing new products to the firm (numerical value)	9
	E20: Number of businesses adopting new to the firm technologies or processes (numerical value)	5
	E20: Number of R&D active businesses (numerical value)	9
	E20: Number of R&D active businesses (numerical value)	7
	E23: Jobs created (numerical value)	20
	E23: Jobs safeguarded (numerical value)	50
	E23: Number of new businesses created (numerical value)	10
	E23: Number of businesses introducing new products to the firm (numerical value)	10

Output / Outcome		Torbay Programme Target (minimum)
	E23: Number of businesses with improved productivity (numerical value)	50
	E23: Number of businesses engaged in new markets (numerical value)	15
Lot 3 – Support decarbonisation and improving the natural environment		
Output	Number of businesses receiving non-financial support (numerical value)	96
	Number of businesses receiving grants (numerical value)	40
	Number of decarbonisation plans developed	96
Outcome	Jobs created (numerical value)	30
	Jobs safeguarded (numerical value)	40
	Number of new businesses created (numerical value)	20
	Number of businesses adopting new to the firm technologies or processes (numerical value)	20

C Core Requirements

C1 Requirements Applicable to All Lots

- C1.1 The supplier requirements, together with the objectives, outputs and outcomes to be delivered using the funding are set out below for each Lot.
- C1.2 Projects must be capable of delivering the stated outputs and outcomes within the required timescales and Applicants are required to demonstrate this within their method statement responses.
- C1.3 Successful Suppliers are required to monitor the achievement of the outputs and outcomes set out in the tables below and report on them to the Council on a quarterly basis until the end of the UKSPF programme (31 March 2025).

C2 Lot 1 - E13: Community measures to reduce the cost of living

Investment Priority	Community and Place
Intervention	Community measures to reduce the cost of living, including through measures to improve energy efficiency, and combat fuel poverty and climate change.
Supplier Requirements	<ul style="list-style-type: none">The successful Supplier is required to deliver a programme of support to help residents, primarily in Torbay's most deprived areas, to improve their energy efficiency.The outputs and outcomes delivered through the project must be achieved by 31 March 2025.
Objectives	<ul style="list-style-type: none">Strengthening our social fabric and fostering a sense of local pride and belonging, through investment in activities that enhance physical, cultural and social ties and amenities, such as community infrastructure and local green space, and community-led projects.Building resilient and safe neighbourhoods, through investment in quality places that people want to live, work, play and learn in, through targeted improvements to the built environment and innovative approaches to crime prevention.
Outputs (min)	<ul style="list-style-type: none">200 households supported to take energy efficiency measures450 people reached
Outcomes (min)	5% increased take up of energy efficiency measures
Example Projects	Programmes/ campaigns to encourage uptake of energy efficiency measures for homes, including water pumps and increased insulation.

C3 Lot 2- E20: R&D grants supporting innovation, product and service development / E23: Strengthening local entrepreneurial systems

Investment Priority	Supporting Local Businesses
Intervention	<ul style="list-style-type: none"> • E20: Research and development grants supporting the development of innovative products and services • E23: Strengthening local entrepreneurial ecosystems and supporting businesses at all stages of their development to start, sustain, grow and innovate, including through local networks
Supplier Requirements	<ul style="list-style-type: none"> • Interventions E20 and E23 are being commissioned together. • The successful Supplier is required to provide business support to start up and existing high growth businesses - this can be in terms of sector, job growth, revenue. • The successful Supplier is also required to administer the grants delivering the required outputs and outcomes. • The outputs and outcomes delivered through the project must be achieved by 31 March 2025.
Objectives	<ul style="list-style-type: none"> • Creating jobs and boosting community cohesion, through investments that build on existing industries and institutions, and range from support for starting businesses to visible improvements to local businesses in Torbay's key sectors. Innovation should be central to driving these improvements • Promoting networking and collaboration, through interventions that bring together businesses and partners within and across sectors to share knowledge, expertise and resources, and stimulate innovation and growth • Increasing private sector investment in growth- enhancing activities, through targeted support for small and medium- sized businesses to undertake new-to- firm innovation, adopt productivity- enhancing, energy efficient and low carbon technologies and techniques, and start or grow their exports
Outputs (min)	<ul style="list-style-type: none"> • E20: 9 businesses receiving grants • E23: 110 businesses receiving non-financial support
Outcomes (min)	<ul style="list-style-type: none"> • E20: £200,000 of increased investment • E20: 9 businesses introducing new products to the firm • E20: 5 businesses adopting new technologies/processes to the firm • E20: 9 R&D active businesses • E20: 7 businesses adopting new or improved products or services • E23: 20 jobs created • E23: 50 jobs safeguarded • E23: 10 new businesses created

	<ul style="list-style-type: none"> • E23: 10 businesses introducing new products to the firm • E23: 50 businesses with improved productivity • E23: 15 businesses engaging in new markets
Example Projects	<ul style="list-style-type: none"> • E20: Research and development grants for new product, services and markets • E23: Strengthening local entrepreneurial ecosystems and connecting businesses to wider support on, for example, innovation, trade and skills • E23: Establishing local peer-to-peer networking/support and learning to improve sharing of best practice • E23: Development of evidence-based regional entrepreneurial support, led by entrepreneurs, risk capital providers, corporates, academia and government

C4 Lot 3 - E29: Supporting decarbonisation and improving the natural environment

Investment Priority	Supporting Local Businesses
Intervention	<ul style="list-style-type: none"> • Supporting decarbonisation and improving the natural environment whilst Growing the local social economy • Taking a whole systems approach to invest in infrastructure to deliver effective decarbonisation across energy, buildings and transport and beyond, in line with our legally binding climate target • Maximising existing or emerging local strengths in low carbon technologies, goods and services to take advantage of the growing global opportunity
Supplier Requirements	<ul style="list-style-type: none"> • The successful Supplier is required to develop and support the implementation of 96 decarbonisation plans that lead to evidenced resource efficiency. • The successful Supplier will be responsible for administering the capital allocation in 2024/2025 and will need to give careful consideration as to how this will be done. • The outputs and outcomes delivered through the project must be achieved by 31 March 2025.
Objectives	<ul style="list-style-type: none"> • Creating jobs and boosting community cohesion, through investments that build on existing industries and institutions, and range from support for starting businesses to visible improvements to local retail, hospitality and leisure sector facilities • Promoting networking and collaboration, through interventions that bring together businesses and partners within and across sectors to share knowledge, expertise and resources, and stimulate innovation and growth

	<ul style="list-style-type: none"> Increasing private sector investment in growth- enhancing activities, through targeted support for small and medium- sized businesses to undertake new-to- firm innovation, adopt productivity- enhancing, energy efficient and low carbon technologies and techniques, and start or grow their exports
Outputs (min)	<ul style="list-style-type: none"> 96 businesses receiving non-financial support 40 businesses receiving grants 96 decarbonisation plans developed
Outcomes (min)	<ul style="list-style-type: none"> 30 jobs created 40 jobs safeguarded 20 new businesses created 20 businesses adopting new to the firm technologies or processes
Example Projects	Funding for net zero initiatives for local businesses

D Additional Requirements

D1 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

E Scope and Nature of Possible Modifications or Options

Guidance:

- *Under the Public Contracts Regulations 2015 we cannot make modifications to a contract or add things to it at a later date unless we have stated clearly and unequivocally in the tender documents what we may wish to change, how we will calculate the cost of any changes and also that those changes do not alter the nature of the contract.*
- *You must provide details on:*
 - *What you may want to change;*
 - *The circumstances which may lead to the change occurring;*
 - *How the cost associated with the changes will be calculated.*
- *If you do not include this detail now you will have to re-procure the contract in order to make changes to it.*

E1 Permitted Changes

Changes to the Contract are permitted only where there is a requirement to alter the method of delivery originally proposed by the Applicant in order to ensure the achievement of project outputs and outcomes in accordance with UKSPF programme timescales, and only where such Change is::

- (a) permitted by the Public Contracts Regulations 2015, Regulation 72(1)(b) to (f); or
- (b) is in accordance with the permitted changes set out in the Change Control Schedule of the Contract.