

TORBAY COUNCIL

Part 1 Information

Reference

TPL2822

Title

Parkfield Estate Lease

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A Procurement Information

A1 Background Information

Torbay Council recognises that the Parkfield site has been under-utilised for some time, and that it offers potential as a community asset to support the wellbeing of our residents. Torbay Council's objective is to undertake a long-lease arrangement of the Parkfield site, rent-free, to a partner or group of partners in the Voluntary, Community, and Social Enterprise sector, who will utilise/develop the asset to achieve an agreed set of strategic outcomes.

Torbay Council is committed to working in partnership with our communities and recognises that our community partners possess a vast range of skills, experience, and knowledge, which make them ideally placed to reinvigorate Parkfield for the benefit of local people. We also recognise that a creative, innovative approach is needed to ensure that Parkfield as an asset can be brought back into use in a way which is sustainable for the long term.

Our aim in undertaking a process in this way is:

- To ensure that Parkfield can be used to support the delivery of positive wellbeing outcomes for Torbay residents, both now and in future.
- To ensure that Parkfield is developed in a way which is both community-led and sustainable; both financially and environmentally.
- To endeavour to safeguard the Parkfield site as a community asset, and if possible, to avoid commercial development of it in future.
- To demonstrate a commitment by this administration to working in partnership with the community, for the community.

A2 The Parkfield Site

The scope of the proposed Lease includes the following areas shown in Figure 1:

- 1 - BMX Track
- 4 - Parkfield House Stable Block
- 5 - Parkfield House
- 6 - Community Woodland
- 7 - Remainder
- Blue - Pedestrian Right of Way
- Brown/Brown - Hatching Vehicular Right of Way

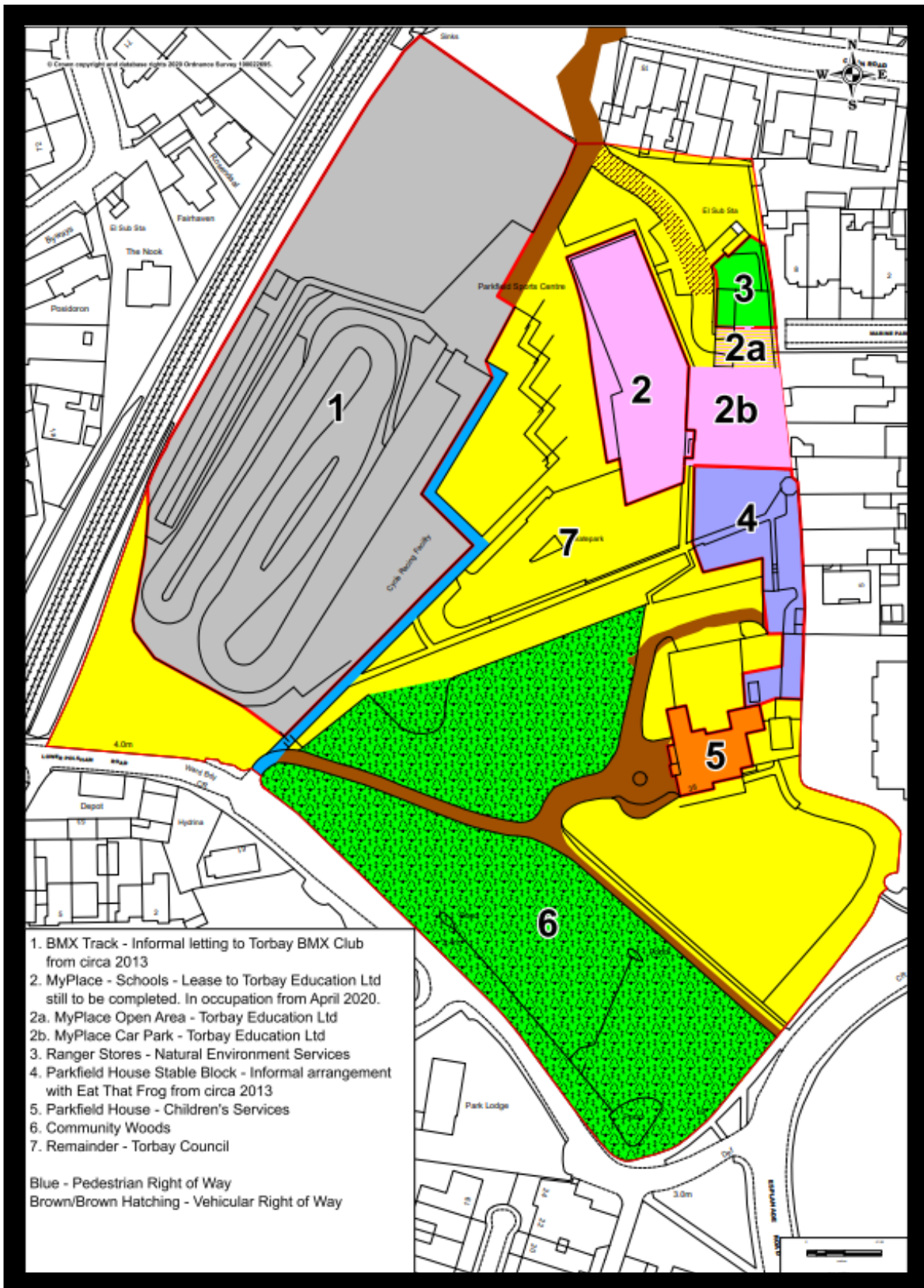


Figure 1

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Exclusions to the scope are the following areas:

- 2 - MyPlace – Schools – current lease to Torbay Education Ltd
- 2a - MyPlace Open Area – Torbay Education Ltd
- 2b - MyPlace Care Park – Torbay Education Ltd
- 3 - Ranger Stores – Natural Environmental Services

Parkfield House is a Grade II listed building. An Asset Condition Survey (March 2022) was conducted on the property and outlines the current condition of the building. It is recommended that interested Community Partners read and fully understand this document in order to consider the practical and financial implications of this. A copy of the Asset Condition Survey will be made available towards the end of May, it will be published alongside the other documentation and referred to as Appendix D Asset Condition Survey. Further additional guidance produced by Historic England on managing/occupying a listed building can be seen in Appendix B Managing/Occupying a Listed Building.

A3 Incumbrances (Legal Restrictions and Covenants)

There are several restrictions and covenants on the site, which should be taken into consideration when developing proposals. These are:

A3.1 National Trust

The National Trust holds a residual beneficiary interest in the property under a Deed of Covenant. Torbay Council is required to inform the National Trust of plans for the site and seek consent for any changes, therefore it is important that any proposals respect the restrictions outlined within the Deed of Covenant. These include:

- BMX Track and My Place (parts 1 and 2 in Figure 1) - Not without the previous consent to use or permit the land at any time to be used for any purpose other than a nursery, garden, parkland, or recreational area, in each case accessible to the public at large.
- Parkfield House (part 5 in Figure 1) - Not without the previous consent to use or permit the same as a time to be used for any noisy noxious or offensive behaviour or as a public house or amusement arcade; or to alter or permit to be altered the external elevations of the buildings on this part of the property, nor make or permit to be made any additions or alterations without the written consent of the National Trust.
- Woodland and gardens (including part 6 in Figure 1) - Not without the previous consent to use or permit the same at any time to be used other than as a nursery garden recreational area or parkland accessible to the public at large and without the erection of any buildings or places of amusement.

A3.2 Big Lottery Fund

The Big Lottery Fund have a Deed of Dedication on the site, which runs until latest 9 March 2030. Torbay Council will seek a Release of Deed for disposal of the land (in this case, “disposal” includes assignment, transfer or charge on the land, the granting of any lease or licence on the land, or any other possession or sharing arrangements with

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another party, in respect of the land). Torbay Council will also seek prior written consent to use the land for purposes other than the original MyPlace project.

A3.3 Western Power

Pursuant to a transfer of a substation dated 16 May 2011, part of the Property is subject to rights of way to and from the substation in favour of Western Power Distribution.

A3.4 Public Access

All existing public rights of way through the site, and access gates from Esplanade Road, Polsham Road, and Colin Road, must be maintained.

A3.5 Current Occupation

There are a number of current occupants of the Parkfield site, which will potentially be affected by a disposal. These are:

3.5.1 My Place

MyPlace (part 2 in Figure 1) is currently let to Torbay Education Limited. Please note that this area is outside of scope of this disposal.

3.5.2 BMX Track

An informal arrangement has been in place to allow Torbay BMX Club use of the BMX Track area (part 1 in Figure 1) since 2013, which includes access to a small portacabin. This area is within scope of the disposal.

3.5.3 Stable Block

An informal arrangement has been in place to allow Eat That Frog CIC to utilise the Stable Block and Stable Yard area (part 4 in Figure 1) since 2013, including use of a portacabin. This area is within scope of the disposal.

In all cases, we would encourage those submitting proposals to engage with the current occupiers and identify possible opportunities to work collaboratively, either formally or informally.

A4 The Council's Commitment to Community Partners

A4.1 The Way We Work with You

As a Council, we want to see a community development of Parkfield succeed, and for Parkfield to flourish as a community asset. We do have a responsibility to maintain oversight, but our intention is to support, rather than control, the development of Parkfield by community partner(s).

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Once a leasehold arrangement is in place, we will continue to work with the partner(s) providing a named relationship manager, so that the partner(s) taking on the site will have a single point of contact within Torbay Council who they can go to for information, guidance, and signposting.

We would request that a Council representative is included in the relevant governance group which will steer the development of the site going forward. This will help to ensure Torbay Council can retain some oversight but will also help to strengthen communication and relationships; as well as enabling us to identify ways in which we might be able to offer support. It is recommended that this Council representative would ideally be a senior Council officer.

A4.2 Site Maintenance

Until such time as a Lease commences, the Council commit to the following ongoing maintenance of the site:

- To undertake regular grass-cutting during the growing season (March to October)
- To undertake regular trimming of hedges along public rights of way to prevent obstruction to access
- To maintain security and safety of the building at Old Parkfield, including regular inspection of the interior

A4.3 Funding

Financial support may be available via the Torbay Community Renewal Fund, subject to eligibility. The fund aims to support people and communities most in need across the UK, creating opportunities to trial new approaches and innovative ideas at a local level.

The fund has four national priority investment areas:

- Investment in skills
- Investment for local business
- Investment in communities and place
- Supporting people into employment

Key local growth priorities include:

- Embedding inclusive economy principles to tackle inequality, exclusion and poverty leading to a more sustainable economy
- Raising skills level across all age groups
- Bringing about greater resilience in the local economy

More information can be found here: <https://www.torbay.gov.uk/business/community-renewal-fund/>

A4.4 Other Support

The Council needs to take a neutral and objective view, and as such cannot support with the development of individual plans and proposals. However, we can facilitate connections

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and discussions between interested parties, if requested, and will do our best to signpost you to support if you need it. Council and TDA officers will be available to answer questions regarding this process.

During the process, if you have any questions or queries, please use the Messaging Facility on ProContract.

A5 Period of Lease

It is anticipated that the Lease will be for a minimum of 25 years with tenant only break clauses set at 3-year intervals. These break clauses will allow the leaseholder(s) the ability to hand the asset back to Torbay Council should the necessity arise.

A6 Rent Payable

The rental arrangement for the Parkfield site can be found in Appendix H Parkfield FAQs, under Question Number 3.

A7 Procurement Timetable

Torbay Council proposes the following timetable for the award of the Lease:

| Procurement Stage | Dates |
|--|--|
| Tender Documents Published | Thursday 19 May 2022 |
| Open Day at Parkfield House | Saturday 11 June 2022 at 1000-1300 |
| Clarification Question Submission Deadline | Thursday 04 August 2022 at 1200 Noon |
| Clarification Responses Deadline | Thursday 11 August 2022 |
| Bidding Submission Deadline | Thursday 18 August at 1200 Noon |
| Evaluations and Internal Governance Process | Friday 19 August to Friday 30 December 2022 |
| Outcome of Process Notification | Monday 02 January 2023 |
| Legal Process for Lease Arrangement (Estimated Timeline) | Tuesday 03 January to Thursday 30 March 2023 |
| Estimated Lease Commencement Date | Friday 31 March 2023 |

If you are interested in attending the Open Day on Saturday 11 June 2022, please confirm your attendance by 12 Noon on Tuesday 07 June 2022 via the following link:

<https://forms.office.com/r/C4G4wMF5vz>

Further information regarding the Open Day can be found in Appendix C Open Day Information.

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The Council reserves the right to change the above timetable and Community Partners will be notified accordingly if there is a change.

In the case of the legal process and lease commencement date, these are indicative and only designed to provide a rough estimate.

B Requirements of Community Partners

B1.1 Community Wellbeing Outcomes

Torbay Council has no pre-determined view on how the outcomes in this framework should be delivered, nor which partners should deliver them. We would like the site to be used to contribute towards the following outcomes for our community, which align to the strategic objectives in the Torbay Council Community and Corporate Plan (<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>)

Whilst the emphasis should be on delivery of these outcomes for Children and Young people, we fully support and encourage these being delivered in a way which is inter-generational, where appropriate. This is of benefit to Children and Young people, their families, and the wider community.

How these outcomes would be delivered is for partners to decide – creative solutions are welcome, and collaborative proposals are highly encouraged. We would like Parkfield to be used to:

- (i) Provide a space which supports the wellbeing of our local community, in a way which feels safe and inclusive.
- (ii) Provide opportunities for people to engage in meaningful activity, connect with others in their community and develop their own networks of support.
- (iii) Provide opportunities for people to develop skills, knowledge, and confidence, which will help them to raise their aspirations, and maximise their capabilities.
- (iv) Provide opportunities for early intervention and prevention, connecting people to other community assets and support which may help them to improve their wellbeing or circumstances.
- (v) Provide opportunities for physical activity and enjoyment of the natural environment.
- (vi) Ensure that opportunities on offer are accessible to those on low incomes.
- (vii) Ensure that appropriate Safeguarding measures are in place to protect the most vulnerable in our community who may be accessing the offer at Parkfield.
- (viii) Provide opportunities for partnership working between organisations which support the wellbeing of local people or provide employment.
- (ix) Work collaboratively with the tenants of My Place to further the achievements of these outcomes across the whole Parkfield site (this would be where appropriate and allow for the conditions required to run an educational establishment).
- (x) Provide opportunities for volunteering, work experience, and/or employment of local residents; in particular young people who are not in education or training (NEET) or at risk of becoming NEET, and those furthest from the labour market.
- (xi) Foster a sense of pride in Parkfield as a community asset for all of Torbay.

B1.2 Financial Sustainability

Financial Sustainability is an important element of the decision-making process, as we need to ensure that any proposed development has the best chance of success; so that it can continue to be of benefit to our community in the long term. Local Authorities continue to face significant financial challenges, and Torbay is no different; therefore, external funding sources are essential.

Potential tenants/community partners will need to submit a business and delivery plan for their proposal. Stage Two Business and Project Plan provides criteria to make clear what information is required. The plan should clearly set out the forecast income and expenditure, along with any assumptions of what is expected from the Council as the landlord (for example, foregone rent, one off and/or ongoing grants, expectations on the repairing liability, etc).

It is also important that the business plan sets out how external grant funding might be achieved, and other income/sponsorship which could be delivered.

Some on site commercial activity might well be necessary and is expected to help provide financial stability by way of a revenue stream. Such activity is acceptable providing it is of no detriment to the delivery of the community outcomes and complies with the restrictive covenants outlined in **A3**.

The plan should also set out how reserves can be accumulated to provide the capital required to manage the listed building over the life of the asset.

B1.3 Collaboration

One of the greatest strengths of our community sector is its ability to work collaboratively for the benefit of the community. We recognise that the sector offers a vast range of skills and expertise, the sum of which is greater than its component parts. Collaborative proposals, developed by a group of partners working together, are welcomed in this process.

In such cases, one organisation would still need to be the named “lead” on the final business case, for the purposes of holding the lease, any insurances, funding bids etc. How this translates operationally is entirely up to the group and what works best for them. We would ask that all of the partners involved in a collaborative proposal are listed.

B1.4 Community Engagement

Proposals should be informed by what people in our community, including Children and Young People, tell us is important to them. When submitting proposals, we ask that you demonstrate the use of full spectrum community engagement and feedback in developing your plans.

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Those submitting proposals may wish to gather their own feedback, or use relevant feedback already gathered by others (for example, Healthwatch).

B1.5 Further Services Offered

The Community Partner 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 Lease or any other added value that their offer might be able to bring to the Authority. Community Partners are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

B2 Mandatory Pass / Fail Requirements

This section sets out the Council's mandatory requirements for the successful Community Partner to operate the asset.

B2.1 Safer Recruitment

2.1.1 To create a safer recruitment culture for staff, volunteers and others, the following are mandatory requirements:

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

B2.2 Environmental Sustainability

2.2.1 In line with Torbay Council's Community and Corporate Plan (<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>), we are committed to tackling the Climate Emergency and working with others to create a Carbon Neutral Community. We are also committed to protecting the natural environment in Torbay, which is one of our greatest assets. For further information regarding our commitment to Environmental Sustainability, please follow the below link <https://www.torbay.gov.uk/council/policies/environmental/environment-and-carbon-neutral-policy/>

2.2.2 We would like any development of Parkfield to contribute towards these aims by:

- (i) Ensuring that waste is minimised, and recycling/repurposing is maximised.

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- (ii) Ensuring that opportunities for energy efficiency are explored and implemented where feasible.
- (iii) Ensuring that the grounds are used and maintained in a way which is good for wildlife and provides habitat for animals, birds, and insects.

2.2.3 Ensuring that any food provided on the site is sustainably produced.
Due to the amount of green space on the site, it presents plentiful opportunities to provide community activities which support our aims of becoming a Carbon Neutral Community, and we would welcome inclusion of such activities in any proposals.

B2.3 Health and Safety

- 2.3.1 Partners should ensure they have appropriate policies and processes in place to fully comply with their legal duties under health, safety, and welfare legislation, and to ensure the health and safety of staff, volunteers, and others.
- 2.3.2 Where a Community Partner(s) is unable to demonstrate that they are compliant with Health and Safety Regulations, they must provide evidence to support that they will achieve compliance prior to the Lease commencement.

B2.4 Exit Management

- 2.4.1 Partners are required to submit an Exit Management Plan for the Council's approval within six months of the Lease start date.
- 2.4.2 Partners are required to review the Exit Management Plan and submit an updated Plan to the Council on an annual basis.

B2.5 Child Protection Policy

- 2.5.1 Community Partner(s) should demonstrate they either:
 - a) Have developed their own Child Protection Policy
 - b) Can confirm that they will be compliant with Torbay Council's Child Protection Procedures
[\(<https://www.proceduresonline.com/swcpp/torbay/contents.html>\); or](https://www.proceduresonline.com/swcpp/torbay/contents.html)
 - c) Can confirm they will be compliant with the Children Act 1989 including the subsequent revision (Appendix F The Children Act 1989 Guidance and Regulations) and the Working Together to Safeguard Children
[\(<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>\)](https://www.gov.uk/government/publications/working-together-to-safeguard-children--2)
- 2.5.2 Where a Community Partner(s) is unable to demonstrate that are compliant with any of the above, they must provide evidence to support that they will achieve compliance prior to the Lease commencement.

B2.6 Equality Regulations

- 2.6.1 Community Partner(s) should demonstrate that they are compliant with the Equality Act 2010 (<https://www.gov.uk/guidance/equality-act-2010-guidance>)

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- 2.6.2 Where a Community Partner(s) is unable to demonstrate that they are compliant with Equality Regulations, they must provide evidence to support that they will achieve compliance prior to the Lease commencement.

B2.7 Licensing Legislation

- 2.7.1 Community Partner(s) should demonstrate that they will be compliant with the Licensing Act (<https://www.gov.uk/government/publications/section-182-of-the-licensing-act-2003-amended-guidance>)
- 2.7.2 Where a Community Partner(s) is unable to demonstrate that they are compliant with Licensing Legislation, they must provide evidence to support that they will achieve compliance prior to the Lease commencement.

B2.8 Use of Council Branding

- 2.8.1 Torbay Council owns its identity, branding devices and logos, these are protected by law.
- 2.8.2 Partners must agree only to use the Council's visual identity in accordance with the terms set out in the Heads of Terms.
- 2.8.3 Partners will be issued a licence number to use the Council's visual identity and use must be only in relation to this Lease. Further usage will be subject to separate request and approval.
- 2.8.4 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.
- 2.8.5 The Council's identity is provided 'as is' and must not be altered in any way.

B2.9 Discloser and Barring Service (DBS) Check

- 2.9.1 Community Partners whose staff or volunteers working with vulnerable people as part of their project proposal will need to be DBS Checked to an appropriate level.

D Procurement Process

D1 Procurement Procedure

This Procurement is being undertaken in accordance with Torbay Council's Contract Procedures and in accordance with the Public Contracts Regulations 2015 (SI 2015/102).

In line with Procurement Policy Note 11/20 "Reserving Below Threshold Contracts", participation in this tender process is reserved for Voluntary, Community and Social Enterprises (VCSEs) whose Location is within the non-metropolitan area of Devon. Please see Section F3, for definitions of VCSE and Location.

D2 Submission

Community Partners will be required to submit a full proposal which will then be taken forward to the evaluation stage. Any proposal that meets the necessary aims and is technically compliant will be considered at the Parkfield Project Board and the Council's Senior Leadership Team, with recommendations then passed on to the Cabinet for final the decision.

Further information including what would be expected in these full proposals can be found in Section B Requirements of Community Partners.

D3 Stage 1 Supplier Suitability

The Council may take account of any prior knowledge it has of the Community Partner, its practice, reputation or its involvement in existing services, projects, or procurements to the extent that such knowledge indicates that information contained in the Community Partners Supplier Suitability Questionnaire (SSQ) submission is false, misleading, or inaccurate.

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The Council will test Community Partners previous experience, existing capacity, compliance with relevant legislation and their ability to demonstrate that there are no formal grounds for exclusion, using the questionnaire at section B of Part 2 Response Document.

The Community Partners response will be evaluated in accordance with the scoring methodology set out in section D5 below.

Community Partners will need to satisfy the requirements of the SSQ in order for their Business and Project Plan response to be evaluated.

D3.1 Supplier Suitability Criteria

Community Partners are advised to ensure they have read and fully understand the criteria below, which will be used in assessing responses within section A. Supplier Suitability Questionnaire of Part 2 Response:

| Stage 1 | Evaluation Criteria | Main Criteria | Sub-Criteria | Threshold |
|--|---|---------------|--------------|-------------|
| B. Supplier Suitability Questionnaire | | Pass | | Pass |
| The Council may exclude any Community Partner who fails part or all of the Supplier Suitability Questionnaire | | | | |
| B4. Community Partner Information | These sections will be assessed on the basis of pass or fail. In order for the response to be considered a pass these sections must be fully completed by the Community Partner. | | Pass | Pass |
| B5 Contact Details and Declaration | | | Pass | Pass |
| B6. Bidding Model | These sections will be assessed on the basis of pass or fail. In order for the response to be considered a pass these sections must be fully completed by the Community Partner. | | Pass | Pass |
| B7. Grounds for Mandatory Exclusion | This will be assessed on the basis of pass or fail. The Council may exclude any Community Partner who answers 'Yes' in any of the situations set out in this section. The Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate | | Pass | Pass |

| Stage 1 | Evaluation Criteria | Main Criteria | Sub-Criteria | Threshold |
|--|--|---------------|--------------|-------------|
| | <p>means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions. The decision to exclude a Community Partner in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by the Community Partner demonstrating its reliability despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.</p> | | | |
| <p>B8 Grounds for Discretionary Exclusion</p> | <p>This will be assessed on the basis of pass or fail. The Council may exclude any Community Partner who answers ‘Yes’ in any of the following situations set out in this section.</p> <p>The decision to exclude a Community Partner in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by the Community Partner demonstrating its reliability despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.</p> | | <p>Pass</p> | <p>Pass</p> |
| <p>B9. Financial Standing</p> | <p>This will be assessed on the basis of pass or fail. The Community Partner must demonstrate that they meet the requirements of this section in it’s entirety order to pass.</p> <p>Assessment of Financial Standing</p> <p>Question B9.1 – where the Community Partner has indicated that they will provide the requested documentation i.e., they have answered ‘Yes’, to one or more of the options listed the response will be deemed a pass. Where the Community Partner has responded ‘No’ the response will be deemed a fail. To prevent delays to the due diligence, process any Community Partner may be asked, at any point during the evaluation period, to submit the</p> | | <p>Pass</p> | <p>Pass</p> |

| Stage 1 | Evaluation Criteria | Main Criteria | Sub-Criteria | Threshold |
|------------------------------|--|---------------|--------------|-------------|
| | <p>supporting financial information indicated at section B9.2. Where information is requested, it will only be assessed in respect of the successful Community Partner(s).</p> <p>Financial Due Diligence</p> <p>Where the requirement for a broad financial appraisal in respect of the successful Community Partner is established through the evaluation of the SSQ the Council will undertake an assessment of the circumstances of the Lease and the Community Partner to determine financial capacity, health, and dependency. This appraisal will be used to inform an assessment of risk. In making this assessment, The Council will appraise a range of financial information applying a broad commercial perspective, including an appraisal of the financial statements submitted by the Community Partner and an appraisal of other relevant sources of financial information, including but not limited to Dun and Bradstreet's Credit Reporter system. The Council will use the outcomes of this appraisal to determine the Community Partner's financial standing and in its opinion the level of risk to the Council and as such whether a guarantor will be required. Where the appraisal indicates to the Council that the Community Partner is a clearly unrealistic bidder with inadequate resources and without, in its opinion, adequate financial support guarantees, the Council reserves the right to reject the Community Partner's bid.</p> | | | |
| <p>B10. Insurance</p> | <p>This section will be assessed on the basis of pass or fail. The Community Partner must demonstrate they meet all requirements. The successful Community Partner will be required to provide evidence of compliance as part of the due diligence process.</p> | | <p>Pass</p> | <p>Pass</p> |

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| Stage 1 | Evaluation Criteria | Main Criteria | Sub-Criteria | Threshold |
|---|---|---------------|--------------|-----------|
| B11 Technical and Professional Ability | This section will be assessed on the basis of pass or fail. The Community Partner must demonstrate they meet all requirements. The successful Community Partner may be required to provide evidence of compliance as part of the due diligence process. | | Pass | Pass |

D4 Stage 2 Award

D4.1 Award Evaluation

The Council will only evaluate submissions from Community Partners who have satisfied the requirements of Stage One Selection and meet any mandatory requirements for Stage Two taking into account Quality. The top scoring Community Partner will be considered to have been successful.

The Community Partner's response will be evaluated in accordance with the scoring methodology set out in Section **D5**.

Please Note: All percentage scores will be calculated to two decimal places.

Where the scoring for two or more Tender submissions is tied, the top scoring Community Partner will be the Community Partner who has achieved the higher score on their Award Question for E1.

Community Partners are advised to ensure they have read and fully understand the criteria below, which will be used in the evaluation process:

| Stage 2 | Evaluation Criteria | Main Criteria | Sub-Criteria | Threshold |
|---|---|---------------|--------------|-------------|
| C Terms and Conditions of the Heads of Terms | These criteria will be assessed on the basis of pass or fail. | Pass | | Pass |

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| Stage 2 | Evaluation Criteria | Main Criteria | Sub-Criteria | Threshold |
|---------------------------------------|--|---------------|--------------|-------------|
| | The Council will exclude any Community Partner who fails this section. | | | |
| D Mandatory Requirements | These criteria will be assessed on the basis of pass or fail. The Council may exclude any Community Partner who fails this section. | Pass | | Pass |
| Quality: Total Score Available | | 100% | | N/A |
| E Award Questions | These criteria will be assessed on the zero to five scoring basis. | | | |
| | Question E1 Plan of Intent | | 40.00% | |
| | Question E2 Budget Plan | | 30.00% | |
| | Question E3 Delivery Plan | | 15.00% | |
| | Question E4 Risk Analysis | | 10.00% | |
| | Question E5 Governance | | 5.00% | |

D5 Scoring Methodology

Responses will be assessed using one, some or all of the following methods:

D5.1 Pass/Fail

Evaluation criteria assessed on a pass/fail basis are those where meeting the requirement is essential to the Community Partner’s ability to undertake the Lease. They will usually relate to questions where a Yes or No response can be provided. The ability to meet the requirement will achieve a Pass and the Community Partner will achieve a Fail where they are unable to meet the requirement.

Where a Pass/Fail criterion is assessed on a scoring basis, a score of 3 or more, using the zero to five scoring matrix at D5.2 will be required to achieve a pass.

Where a Community Partner fails one or more Pass/Fail criteria they will be deselected from participating further in the process and will be notified accordingly.

The criteria will also set out how the Community Partner should evidence their ability to meet the requirement, this will be either:

- within their response to the mandatory criteria itself
- within their responses to the Award questions; and/or
- during due diligence prior to the award of the Lease or project commencement.

If the Community Partner does not evidence ability to meet the requirement the response will be considered to be a fail and the Community Partner will be deselected from participating further in the process and will be notified accordingly.

D5.2 Zero to Five Scoring

Evaluation criteria assessed on a scoring basis will be evaluated using the zero to five scoring system in the table below.

| | | |
|----------------|-------------------|---|
| Score 5 | Excellent | Exceeds the core requirement. Exceptional demonstration by the Community Partner of the relevant ability, understanding, experience, skills, resource & quality measures required to undertake the Leasehold arrangement. Response identifies factors that will offer significant added value and/or innovation, with evidence to support the response. |
| Score 4 | Good | Satisfies the core requirement with minor additional benefits. Above average demonstration by the Community Partner of the relevant ability, understanding, experience, skills, resource & quality measures required to undertake the Leasehold arrangement. Response identifies factors that will offer potential added value, with evidence to support the response. |
| Score 3 | Acceptable | Satisfies the core requirement. Adequate demonstration by the Community Partner of the relevant ability, understanding, experience, skills, resource & quality measures required to undertake the Leasehold |

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|----------------|-----------------------------|--|
| | | arrangement, with sufficient evidence to support the response. |
| Score 2 | Minor Reservations | Minor reservations on the Community Partner's ability to satisfy the requirement. Some minor reservations of the Community Partner's relevant ability, understanding, experience, skills, resource & quality measures required to undertake the Leasehold arrangement, with little or no evidence to support the response. |
| Score 1 | Serious Reservations | Major reservations on the Community Partner's ability to satisfy the core requirement. Considerable reservations of the Community Partner's relevant ability, understanding, experience, skills, resource & quality measures required to undertake the Leasehold arrangement, with little or no evidence to support the response. |
| Score 0 | Unacceptable | Does not meet the core requirement. Does not comply and/or insufficient information provided to demonstrate that the Community Partner has the ability, understanding, experience, skills, resource & quality measures required to undertake the Leasehold arrangement, with little or no evidence to support the response. |

The scoring system is based on the Community Partner's ability to fully satisfy the core requirements of the Specification and provide sufficient evidence to support their response.

Please Note: Where a Community Partner's response does not demonstrate the ability to deliver all of the core requirements the maximum score achievable will be two, regardless of whether the Community Partner demonstrates an ability to meet or exceeds some of the core requirements.

Scoring Example:

| Sub Criteria % = 15.00% | | | |
|--------------------------------|---|----------------------|----------------|
| Community Partner | Assessment | Score Awarded | % Score |
| Community Partner A | Exceeds the core requirement, with an exceptional demonstration of relevant ability, understanding, experience, skills, resource, and quality measures required to undertake the Leasehold arrangement, with evidence of significant added value/innovation | 5 | 15.00% |
| Community Partner B | Fully meets the core requirements, provides sufficient evidence to demonstrate their ability to undertake the Leasehold arrangement and offers some potential added value. | 4 | 12.00% |

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| | | | |
|---------------------|---|---|-------|
| Community Partner C | Meets the core requirements, provides adequate evidence to demonstrate their ability to meet those requirements. | 3 | 9.00% |
| Community Partner D | Provides adequate evidence to demonstrate their ability to meet some, but not all, of the core requirements and offers some added value and innovation in relation to aspects of their offer. | 2 | 6.00% |
| Community Partner E | Community Partner states they can fully meet the core requirements but does not provide sufficient evidence to demonstrate this. | 2 | 6.00% |
| Community Partner F | Community Partner does not provide sufficient assurance that they have the relevant ability, understanding, experience, skills, resource & quality measures required to meet the majority of the core requirements. | 1 | 3.00% |
| Community Partner G | Community Partner does not provide sufficient assurance that they have the relevant ability, understanding, experience, skills, resource & quality measures required to meet any of the core requirements. | 0 | 0.00% |

a) The Core Requirements

Community Partners are required to demonstrate their ability to meet the core requirements identified within Section **B**. Requirements of Community Partners. Additional requirements and added value will only be considered where the Community Partner has fully met the criteria to be awarded a minimum score of three.

D5.3 Character, Word, and Page Limits

Character, word, or page limits relate to the maximum number of characters, words or pages Community Partners can submit.

Where a Community Partner's response exceeds any limit set, those elements of the response which fall outside of that limit will not be evaluated.

E Tender Requirements

E1 Communication

All communication between the Council and Community Partners will take place through ProContract. Community Partners must not make direct contact with Council officers, during the procurement process regarding this process.

Please Note: Community Partners are responsible, at all times during the Tender process, for checking whether any messages or amendments have been issued through ProContract.

E2 Tender Clarification

Please Note: The Council will only accept clarification questions, including queries or suggestions on the Terms and Conditions, during the clarification period stated in the Procurement Timetable, unless the question is directly related to a clarification response issued by the Council on or after the deadline for submission of questions.

The Council will not negotiate on any of the substantive terms of the tender documents or requirements set out within those documents.

Responses to clarification questions will be provided to all Community Partners except where the question is innovation based, in which case the response will only be provided to the Community Partner who raised the question.

The Council will endeavour to respond to clarification questions within 5 working days of the date the question is submitted, or the next working day if the question is submitted on a non-working day.

The identity of Community Partners raising questions will remain confidential.

Community Partners are responsible for ensuring they read and understand the responses to questions that have been raised.

E3 Amendment to Documents

Community Partners are responsible for ensuring they have read all communications relating to the amendment of tender documents and will be considered to have taken any amendments into account when preparing their submission.

E4 Post Tender Clarification

Post tender clarification will be for the purposes of clarifying the content of a Community

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Partner's submission where this would not be discriminatory to other Community Partners. Questions may be issued to one, some or all Community Partners as appropriate.

Please Note:

- Where post tender clarification results in modification to a Community Partner's Tender the Council reserves the right to reject the Tender.
- Where post tender clarification results in substantial modification to the requirements, the process undertaken or the Heads of Terms, the Council reserves the right to restart or abandon the Tender process.
- Failure to respond to post tender clarification questions within the specified timescale may result in the Community Partner's Tender being rejected.

E5 Preparation and Completion of Tenders

Community Partners are responsible for ensuring they fully understand the requirements and have all the information they need to enable them to submit a response, within the time required. The Council will not accept any claims related to a Community Partner's failure to read and understand the documents.

Please Note: The Council is committed to meeting its transparency commitment and may be obliged to disclose information relating to this tender or an individual Community Partner's response. Any information disclosed by the Council will be in accordance with what is currently disclosable under Freedom of Information legislation. Community Partners must ensure they understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information and are requested to clearly identify anything contained within their submission which they consider to be commercially sensitive either during the tender process or after conclusion of the Lease arrangement.

Community Partners are advised to note the following when completing their response:

- (a) all responses must be in English or GBP £ sterling;
- (b) responses must be submitted using RFQ Part 2 Response
- (c) the format and layout of the response documents must not be altered;
- (d) each question should be answered in full and should not refer evaluators to other responses within RFQ Part 2 Response;
- (e) where a question does not apply to a Community Partner they should clearly state N/A in the response section;
- (f) evaluators cannot take into account any prior knowledge they have of your organisation or its capabilities, they will assess your Tender purely on the basis of the information you provide within it;
- (g) where a word or page limit has been set any part of the response which exceeds that limit will not be evaluated;
- (h) supporting documents / appendices will only be evaluated where these have been permitted and must be clearly referenced within your response;
- (i) individual evaluators may not evaluate every question and the evaluation panel may include partner organisations or people who use Council services;
- (j) all documents must be completed in full, in accordance with any specific

instructions set out within the documents and signed where required.

Please Note: Community Partners are expected to read, understand, and confirm their acceptance of the Terms and Conditions before submitting their Tender.

Community Partners are responsible for meeting any costs, expenses or liabilities incurred in connection with this process, including if it is terminated or amended. The Council will not be responsible, nor will they pay for any expense or loss which may be incurred by Community Partners in the preparation of their Tenders, or any other aspect of the Tender process.

E6 Submission and Opening of Tenders

Community Partners should submit all documentation 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.

Please Note: Failure to complete or submit RFQ Part 2 Response in accordance with the Council's requirements may result in the Tender being rejected.

Community Partners are responsible for ensuring:

- (a) they have submitted all of the required documents in the correct format;
- (b) their response is submitted by the deadline. **Please Note:** any submissions classified by ProContract as late will be rejected.

If the Council is made aware of any technical issues with ProContract, which may prevent Community Partners from meeting the submission deadline, the deadline may be extended. However, Community Partners are strongly advised to submit their Tender response in good time.

A Community Partner's submitted Tender will constitute an irrevocable offer to provide the required goods, services or works.

All Tenders will remain electronically sealed until the Submission deadline, when they will be unsealed by a member of the Procurement Team.

Technical Support

If you experience any problems with ProContract please contact the Proactis support desk:

ProContractSuppliers@proactis.com

Or click on the Help link at the bottom of the web page.

Please Note: If your issue is time sensitive call:

0330 005 0352

This line is available 09:00 to 17:30 Monday to Friday (excluding English bank and public holidays).

E7 Rejection of Tenders

The Council will only reject Tenders where rejection is without prejudice to any other civil remedies available to the Council or any criminal liability which the Community Partner's conduct may attract.

The Council will reject any Tender where:

- (a) submission was made after the date and time specified in the Procurement Timetable at Section **A7**;
- (b) submission was not made through ProContract;
- (c) the Community Partner's price exceeds the Council's declared budget, if applicable;
- (d) the Community Partner has not accepted the Council's Terms and Conditions.
Please Note: Torbay Council will seek clarification from the Community Partner prior to rejecting the Tender;
- (e) the Community Partner acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation); or
- (f) the Council has become aware at any point that the Community Partner has been afforded a competitive advantage or has a conflict of interest that cannot be rectified.

Torbay Council may at its absolute discretion reject any Tender where:

- (a) it is considered by Torbay Council to be incomplete or vague, i.e., where the Community Partner has not:
 - submitted all required documents, including supporting information requested; or
 - fully completed all the documents required; or
 - responded to all the questions; or
- (b) it has not been submitted in the required format(s);
- (c) the Community Partner has altered the documents in any way;
- (d) any of the information provided by a Community Partner is found to be inaccurate or misleading;
- (e) the Community Partner contradicts itself in terms of any information provided;
- (f) the Community Partner has not responded to post tender clarification questions within the specified timescale;
- (g) the Community Partner has qualified the Tender in any way; or
- (h) the Tender is in breach of any condition contained within it.

E8 Evaluation and Award

The Council will complete a full evaluation, in accordance with the stated evaluation criteria, of accepted Tenders which meet all the mandatory requirements as set out within the documents.

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Please Note: Not all evaluators may assess every question, but all Tenders will be evaluated in the same manner and by the same evaluators.

The Council is not bound to make any award of the Lease. If the Lease is awarded it will be based on the most economically advantageous tender, which may not be the lowest price offered.

On completion of the evaluation process approval to award the Tender will be sought in accordance with the Council's approval procedure.

All Community Partners will be notified through ProContract of the Tender outcome, whether this is to award or not to award the Lease.

Please Note: Community Partners will be advised through ProContract of any changes to the decision date.

E9 Legal and Contracting Arrangements

Information supplied by the Council as part of the tender process is supplied in good faith and Community Partners must satisfy themselves as to the accuracy of such information. The Council accepts no responsibility for any loss or damage arising from the use by Community Partners of such information. All information issued to Community Partners must be treated as confidential.

Community Partners must ensure that they are fully familiar with the nature and extent of the obligations that they will take on if their Tender is accepted.

The information provided by Community Partners will be relied upon to be true and accurate and will form part of the Lease requirements with the successful Community Partner. **Please Note:** If any of the information provided by a Community Partner is found to be inaccurate the Community Partner may be excluded from further participation in this or any future Tender issued by Torbay Council and could lead to termination of any resultant Lease.

In submitting a response Community Partners will be confirming to Torbay Council that:

- (a) they have satisfied themselves of the accuracy and viability of all prices or rates they have quoted;
- (b) all prices or rates quoted will (unless otherwise provided for in the Lease) cover all of the Community Partner's obligations under the Lease;
- (c) they have obtained all of the necessary information in relation to risks, contingencies or any other circumstances which reasonably influence or affect their bid;
- (d) their Tender is accurate and sufficient.

Torbay Council may, at its sole discretion, terminate the tendering procedure at any time. If such action is taken, Community Partners will be notified through ProContract.

Torbay Council reserves the right to restart or abandon the Tender process where the lowest price submitted exceeds its estimate or available budget.

The Community Partner's offer shall remain open for acceptance for a period of 12 months

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from the closing date and may be extended by mutual agreement.

Please Note: if the successful Community Partner does not accept the Terms and Conditions as drafted Torbay Council reserves the right to withdraw the Lease award and class the submission as non-compliant.

Any acceptance of the Tender by the Council will be communicated in writing to the Community Partner and upon that acceptance the Heads of Terms shall become binding on all parties.

As part of the pre-award due diligence process and / or prior to issuing the Heads of Terms the successful Community Partner may be required to provide evidence, including but not limited to, the accuracy of their self-assessment within section B Supplier Suitability Questionnaire and section D Mandatory requirements of RFQ Part 2 Response.

Please Note: If the successful Community Partner is unable to provide this evidence the Council reserves the right to withdraw the Lease award and class the submission as non-compliant.

The successful Community Partner will not be allowed to occupy the premises prior to the formal Heads of Terms document being signed by both parties, unless written agreement to do so has been given by the Council's Legal Service.

F Glossary

F1 Tender Documents

The following documents, together with the Appendices and Links at F2 below, form the tender documents:

| Document | Purpose | For Completion and Submission |
|---|--|-------------------------------|
| Part 1 Information and Specification Parkfield Estate Lease | Contains: <ul style="list-style-type: none"> information on the procurement process and how it will be conducted; the Council’s requirements in relation to the goods, services or works being procured. | No |
| Part 2 Response Document | Contains: <ul style="list-style-type: none"> the Certificates and Declarations to which all Community Partners must conform; the SSQ; mandatory requirements; award questions | Yes |

F2 Appendices and Links

- Appendix A ProContract User Guide
- Appendix B Managing/Occupying a Listed Building
- Appendix C Open Day Information
- Appendix D Asset Condition Survey (to be published late May 2022)
- Appendix F The Children Act 1989 Guidance and Regulations
- Appendix G Indicative Energy Costs
- Appendix H Parkfield FAQs
- Appendix I Parkfield Framework Document
- Appendix J Parkfield Site Draft Heads of Terms
- Appendix K1, K2 and K3 Parkfield Floor Plans (Ground, First and Second Floor respectively)
- List of Mandatory and Discretionary Exclusions:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

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- EU Definition of an SME:
<http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>
- PSC Guidance:
<https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships>

F3 Definitions

| Term | Definition |
|--|--|
| Council | Torbay Council, being the Contracting Authority or anyone acting on behalf of Torbay Council, that is seeking to invite suitable Community Partners to participate in this procurement process |
| Community Partner | An organisation that may respond to this Tender. |
| Authority Authorised Representative | The Officer leading the Tender process on behalf of Torbay Council who may be responsible for managing the resultant Lease. |
| Award | The process by which Torbay Council will determine the successful bidder in accordance with <i>Regulation 67 Contract award criteria</i> of the Public Contracts Regulations 2015. |
| Award Questions | The written response submitted by the Community Partner to evidence their ability to meet Torbay Council's requirements, which will form part of the evaluation process upon which award of the Lease will be based. |
| Confidential Information | Any information or documents which Torbay Council considers to be confidential in nature and which will only be made available to Community Partners who sign and submit a Confidentiality Agreement. |
| Contract Procedures | The procedures put in place by Authority on how contracts with external suppliers must be put into place. |
| Period of Lease | The length of the Lease including extensions, if available. |
| Contracting Authority | Torbay Council and any other Authority on whose behalf Torbay Council may be working. |
| Contractor, Provider or Supplier | The Community Partner awarded the Lease culminating from an offer to supply accepted by Torbay Council. |

| Term | Definition |
|--|--|
| Documents | All of the tender documents in relation to this Tender. |
| Eligible Users | Any organisation given access to the Asset resulting from this Tender. |
| Evidence | The provision of examples, facts, data, case studies or other such information that will validate or support statements made in a Community Partner's response in order to demonstrate they have the relevant ability, skills, resource and quality measures required to meet the Council's requirements. |
| Lot | One of a number of categories of goods or services into which a single procurement process has been divided. The use of lots potentially allows for multiple providers to be appointed following a single procurement process. |
| Official Purchase Order | Torbay Council's Official Purchase Order, to which these conditions apply. |
| Non-metropolitan areas of Devon | <p>The non-metropolitan areas of Devon include:</p> <ul style="list-style-type: none"> • East Devon • Exeter • Mid Devon • North Devon • Plymouth • South Hams • Teignbridge • Torbay • Torridge District • West Devon |
| ProContract | The e-tendering portal through which Torbay Council advertises opportunities and conducts Tenders. |
| Procurement Representative | The Procurement Officer who is leading the procurement process on behalf of Torbay Council. |
| Relevant Tax Authority | The organisation responsible for administering tax policy in the country in which the Community Partner's organisation is established. |

| Term | Definition |
|--|---|
| Tender | The invitation to bid for this Lease; and / or The Community Partner’s response to this opportunity. |
| Voluntary, Community and Social Enterprises (VCSEs) | Voluntary, Community and Social Enterprise organisations include small local community and voluntary groups, registered charities, trusts, social enterprises, and co-operatives. They are also referred to as third sector organisations or civil society organisations. |