



## Your Convenience Service Concession

Name of Project

Your Convenience Service Concession

No. and Location of the Public Convenience

36. St Minver Lowlands – Daymer Bay (UPRN 14487)

Project Reference Number

PAS Ref 2015.18F

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## PART A - INVITATION AND INFORMATION FOR TENDERERS

### Basic Contract Information

<b>Contract Title</b>	<b>Your Convenience Service Concession</b>
<b>Property Details and Expenditure</b>	<b>Refer to Schedule 5 - Property Specific Information for details of the property including current costs.</b>
<b>Length of the Lease</b>	<b>Tenderers will confirm the length of the lease required in 4.9 The Commercial Document and Section 4.10 The Quality Assessment. Leases are available for periods of between 5 and 99 years. Please refer to the Specification, Lease and Schedule 5 - Property Specific Information for further details.</b>
<b>Basic Description of Services</b>	<p><b>The tendering of a service concession for 39 public toilets in Cornwall. We are looking to organisations to retain the toilet facilities for public use and are offering a commercial opportunity which might result in up to 50% of the asset being used to raise the funds required to keep the other 50% as toilet provision or the tenderers can arrange for 100% of the toilet facility to remain as a Public Convenience. Seven of the toilets already have coin collection equipment installed and the providers could provide similar equipment in the other toilets to finance the use of the facilities subject to the agreement of the Council. The providers could also propose to redevelop the Public Convenience and improve the facilities.</b></p> <p><b>Tenderers can provide a Service Concession submission for more than one of the 39 toilets recorded in the List of Public Conveniences with the Advert by downloading or requesting the relevant Service Concession document for the facility or facilities and ensure the number and title of the Public Convenience/s are recorded on the cover sheet for each Service Concession submission.</b></p> <p><b>Declaration:</b></p> <p><b>Cornwall Council is not obliged to accept the highest nor any bid received.</b></p>

	<p><b>Please note that the Council is carrying out a devolution exercise in parallel to the Your Convenience Tender process where toilets are being transferred to Town and Parish Councils to own and operate. So far, over half of the 253 toilets run by Cornwall Council in 2011 have now been devolved to Town and Parish Councils. The 39 toilet blocks in the Your Convenience Service Concession are not currently subject to any agreement to transfer to the Town or Parish Councils and that is why Cornwall Council is seeking bids for these toilets. However please note there is a chance that the Town and Parish Councils will decide to request devolution of any of the 39 toilet blocks over the summer and Cornwall Council is going to consider any requests for devolution at any point up until the 30th September 2015. For this reason, the Council reserves the right to withdraw this invitation to tender at any point even after your tender has been submitted and evaluated.</b></p> <p><b>By submitting your offer you will also be accepting that Cornwall Council reserves the right to share the following information with the local Town/Parish Council (on a commercially confidential basis):</b></p> <ol style="list-style-type: none"><li><b>1. A brief summary of the business proposal from the preferred bidder (in 20 words or less)</b></li><li><b>2. Proposed Lease length</b></li><li><b>3. Physical changes proposed – e.g. a redevelopment proposal / 50% of the toilet space to be turned into commercial area / changes proposed to the external appearance of the toilet block</b></li></ol> <p><b>If the Town and Parish Councils do not step forward by 30 September 2015 to request that the toilet is devolved for the Town/Parish to run itself as a public service from April 2016, it is anticipated that the Lease with the successful tenderer will be completed in October 2015 to allow time for any works to be carried out before the summer season of 2016.</b></p>
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## **Section 1 – Instructions for Completion**

This document consists of four parts –

Part A: instructions, timetable and evaluation criteria. There are no sections for the Tenderer to fill in in this section.

Part B: must be returned by the Tenderer. There are various sub-sections which must be filled in, and those are indicated by a solid blue line around the boxes.

Part C: must be returned by the Tenderer. Includes schedules for commercially sensitive information, the form quotation and declarations, Safeguarding and Health and Safety, where applicable. This section also has boxes to fill in, marked with a solid blue outline.

Any information relating to the Council and supplied by the Council shall be kept by the Tenderer in strictest confidence.

Tenderers are advised that the Council is not bound to accept the Service Concession submitted, nor to reimburse any expense incurred during the process.

### **1.1 Service Concession Enquiries**

All enquiries and clarifications should be directed to the contact details recorded below in the Service Concession Information Table in Section 1.3 and no later than 7 days before the due date for the return of the Service Concessions.

Tenderers are advised that where such enquiries have been made, and it is appropriate to do so, the Council will upload the clarification response onto the Clarification Log where the Your Convenience Service Concession is advertised on the Contracts Finder website <https://www.gov.uk/contracts-finder> to enable all Tenderers to view the enquiry and the written reply, with anonymity preserved.

### **1.2 Service Concession Format**

All Service Concession submissions must be written in English and the annual rental income offer is to be presented in Pounds Sterling, exclusive of VAT, but inclusive of all other costs where not stated in the Commercial Document.

Where details are provided by the Tenderer in literature that they submit in connection with the Service Concession, they must ensure that clear cross-references are given to the Council.

### **1.3 Service Concession Submission Procedure**

The Service Concession must be delivered to the person and postal address recorded in the Service Concession Information Table, by no later than 15:00 hours on 31<sup>st</sup> July 2015.

By post in a sealed envelope, with the completed Service Concession Return Label clearly visible. No external marking as to the identity of the Tenderer must be displayed. One original signed paper copy of the Service Concession Proposal is required along with an additional electronic copy provided on a CD only. Memory sticks or other forms of electronic media storage are not acceptable. Please note that all electronic submissions must be in Microsoft Word (.doc or .docx file) and compatible with Windows 7. Drawings or charts should be embedded or included as .dwf or .jpg file or in printed document format (.pdf) for use with Adobe Acrobat.

If you are unable to supply the data by CD then e-mail the data to the email address recorded in the Service Concession Information Table below and ensure it is clearly marked with the title of the Service Concession and it should arrive before the closing date for receipt of the Service Concession bids. Please note that all electronic submissions must be in Microsoft Word (.doc or .docx file) and compatible with Windows 7. Drawings or charts should be embedded or included as .dwf or .jpg file or in printed document format (.pdf) for use with Adobe Acrobat. Ensure that the Service Concession submission is also sent by post as outlined above and in the Service Concession Information Table below to arrive before the closing date for receipt of the Service Concession bids.

**Service Concession Information Table**

**Submission Instructions**

Tenderers must complete and return the various requirements set out in Parts B & C and the Schedules and Appendices to this Service Concession in order to submit a compliant Service Concession.

Tenderers can provide a Service Concession submission for more than one of the 39 toilets recorded in the Advert by downloading or requesting the relevant Service Concession document for the facility or facilities and ensure the number and title of the Public Convenience/s are recorded on the cover sheet for each Service Concession submission.

2 x paper copies and 1 x master electronic version supplied on CD. If you are unable to provide an electronic version by CD then the data can be emailed in the format outlined in Section 1.3 Service Concession Submission Procedure above.

The Service Concession Documents must be sealed in a plain envelope addressed using the Service Concession Return Label. The envelope or parcel shall not bear any name or any other mark (e.g. postal or franking devices on envelope) by which the Tenderer can be identified.

The response to Section 4.9 The Commercial Document and any other element of the Service Concession that identifies the rental income must be submitted within its own sealed envelope within the plain sealed envelope (as part of the overall Service Concession). Please ensure that when providing an electronic version by CD that your response to Section 4.9 The Commercial Document is contained within a separate document or folder on the CD or on a separate CD. If the electronic version is emailed to the email address below then Section 4.9 The Commercial Document should be contained within a separate Microsoft Word (.doc or .docx file).

Service Concession to be returned to:	Wayne Rossiter, Commercial Services Team, Cornwall Council, Second Floor West Wing, County Hall, Treyew Road, Truro, TR1 3AY
Service Concession clarification contact officer:	Wayne Rossiter
Service Concession clarification contact email:	wrossiter@cornwall.gov.uk

### **1.4 Service Concession Validity Period**

Service Concessions must remain valid for acceptance for a period of 180 days from the Service Concession return date.

## **Section 2 - Service Concession Timetable**

This procurement will follow a clear, structured and transparent process at all times, to ensure that all Tenderers are treated equally. The key dates for this procurement (Timetable) are currently anticipated to be as follows:

<b>Service Concession Timetable</b>	
<b>Process</b>	<b>Dates</b>
15.06.15	Advertisement on the Tenders in Cornwall and Contracts Finder Websites
31.07.15 at 15:00 (3.00 pm)	Closing date for receipt of the Service Concession bids
03-14.08.15	Evaluation of the Service Concession bids
17-31.08.15	Preferred Provider/s and unsuccessful Provider/s notified (subject to Devolution)
30.09.15	Final Decision on Award following completion of the Devolution Process
01.10.15-31.03.16	Leases signed and Mobilisation
01.04.16	Contract Commences

## **Section 3 - Evaluation Approach**

### **3.1 Evaluation Criteria**

Bids will be evaluated in two parts:

Selection Criteria. These are Module 2 – Section 4.3 to Module 3 – Section 4.5.

Commercial Document and Quality Assessment. These are Sections 4.9 and 4.10.

The first element the Council will evaluate is the Selection Criteria (if applicable). Tenderers not satisfying the elements of the Service Concession will, at the discretion of the Council, be excluded from the remainder of the evaluation process and their bid shall not be considered further.

Tenderers who satisfy the Selection Criteria will have the remainder of their bid evaluated in accordance with the remainder of Section 3.



### **3.2 Selection Criteria**

The evaluation methodology for the Selection Criteria's modules is as outlined below:

<b>Evaluation Methodology</b>	
<b>Module</b>	<b>Evaluation Methodology</b>
Module 1 – Not Applicable to this Service Concession	
Module 2 – Health and Safety	Pass/Fail
Module 3 – Equality and Diversity	Pass/Fail
Module 4 – Insurances	Pass/Fail

#### **Pass / Fail Questions**

- These criteria will be scored on a pass / fail basis. In the event of a Tenderer being awarded a fail against any of these criteria the Tenderer may be excluded from the process and the remainder of the Service Concession may not be evaluated.

### **Consortia, Unincorporated Joint Ventures and Subcontracting Tenderers**

Where the Tenderer has completed the Selection Criteria and that Tenderer is made up of a Lead Organisation and Relevant Organisation(s) the following will apply (unless stated otherwise within the relevant section):

- For Pass/Fail modules all Relevant Organisations will be required to pass all modules unless an adequate justification is provided by the Relevant Organisation or the Lead Organisation which is satisfactory to the Council

### **3.3 Commercial Evaluation**

The commercial element of the evaluation will be carried out after Tenderers have been selected using the Selection Criteria. Only those Tenderers satisfying the Selection Criteria's requirements will have their commercial submission evaluated.

The Commercial Document contains the details and requirements relating to the rental income element of this Service Concession together with any related financial data. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, rental and pricing structures, etc. for the Tenderers to return as part of their Service Concession submission.

The Tenderer's rental income offer will be scored on a comparative basis.

This will be done by recording the highest annual rental income submitted by any of the Tenderers, then for each Tenderer, dividing the highest annual rental income by the Tenderers' annual rental income and then multiplying it by the allocated weighting (i.e. 25% the percentage chosen by the Council). The equation is set out below:

$$(\text{Tenderers annual rental income offer} \div \text{Highest annual rent income offer}) \times 25 = \text{weighted score}$$

This rewards the highest annual rent income offer with 25% and scales it down from there the lower the rent is.

In the eventuality that two or more tenderers remain Tied (e.g. Commercial Score and Quality Score are identical) following the application of the methodology above the preferred supplier will be selected at random from the remaining tenderers using a fair and transparent process. All tied supplier will be entered into a draw and the first supplier to be picked from the draw will be the preferred supplier. In the event of a draw and spirit of fairness and transparency the Tied Tenderers will be invited to send a representative to witness the draw.

### **3.4 Quality Assessment Evaluation**

The Quality Assessment contains the details and requirements relating to the quality element of this Service Concession. This may include, but is not limited to, the inclusion of specific instructions, documents, templates etc. for the Tenderers to return as part of their Service Concession submission.

Each tenderer is requested to submit a Business Plan with this Service Concession document and this will be used for the Quality Assessment.

When writing the Business Plan, please start by:

- describing your current and long term plans for the asset,
- listing all the factors which would need to be delivered for the proposal to succeed, and
- outlining the expected timescales for delivery.

Please also include a Financial Business Forecast, to cover the next three years as a minimum.

A maximum of **75%** for the Quality Award Criteria will be awarded for the Business Case, based on the quality and deliverability of the Business Plan and Financial Business Forecast.

#### **The 75% will be divided into three different sections:**

##### **1. Financial strength**

A maximum of 15% Quality Award Criteria will be awarded based on the quality of the Financial Business Forecast submitted in accordance with the Scored Question table below.

The forecast needs to set out the expected expenditure, income or funding - and any capital investment requirements - for each of the three financial years:

- April 2016 to March 2017,
- April 2017 to March 2018, and
- April 2018 to March 2019.

The financial business forecast needs to clearly explain:

- How the income will be generated to fund the proposed operation (if this is expected to be from an existing business undertaking, we require a copy of the most recent two years financial statements to identify that there is sufficient profit to support the proposals), and
- How will any capital investment be funded?

An assessment will be undertaken to review the reasonableness of the financial business forecast.

## **2. Health and Safety**

A maximum of 35% will be awarded to those tenderers who can best answer the following queries:

The responses to these questions will be scored 0-5 for each of the 7 questions in accordance with the Scored Questions table below.

- 1. Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) management?** You will be expected to demonstrate and provide evidence on request of a periodically reviewed H&S policy. The policy should be relevant to the anticipated nature and scale of activity to be undertaken and set out responsibilities for H&S management at all levels.
- 2. Are you able to describe your arrangements for ensuring that your H&S measures are effective in reducing/ preventing incidents, occupational ill-health and accidents?** You will be expected to demonstrate and provide evidence on request of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken and show clearly how these arrangements are communicated to the workforce (if any employees).
- 3. Do you have access to competent H&S advice / assistance?** You will be expected to demonstrate and provide evidence on request of how your organisation obtains access to competent H&S advice.  
Note: Access to competent in-house advice is preferred.
- 4. Do you check, review and where necessary improve your H&S performance?** You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements, an ongoing system for monitoring H&S procedures on an ongoing basis and for periodically reviewing and updating that system as necessary.
- 5. Do you have procedures in place to involve your staff/ workforce in the planning and implementation of H&S measures?** You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements a means of consulting with its staff/ workforce (if any) on H&S matters and show how staff/ workforce comments, including complaints are taken into account.
- 6. Do you routinely record and review accidents/ incidents and undertake follow-up action?** You will be expected to provide access on request to records of accident rates and frequency for all RIDDOR reportable events for at least the last three years.  
Demonstrate that your organisation has in place a system for reviewing significant incidents, and recording action taken as a result including action taken in response to any enforcement.

7. **Do you have arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which they are being engaged?** You will be expected to demonstrate and provide evidence on request that your organisation has and implements, arrangements for ensuring that H&S performance throughout the whole of your organisation's supply chain is appropriate to the work likely to be undertaken.

### 3. Best Fit for the Community

A maximum of 25% will be awarded to those tenderers who demonstrate that their Business Plan is the best fit for the local community. The overall responses to these issues will be scored 0-5 in accordance with the Scored Questions table below.

The following issues will be considered by the assessment panel, when awarding the points for 3. the best fit for the local community and a response included for each issue in the Business Case:

- What Lease term are you proposing?
- Do you have any previous experience of operating public toilets?
- Do you have any previous experience of cleaning commercial premises?
- What percentage of the toilet block do you propose to keep open to the public?
- Do you intend to retain or install payment facilities?
- If so, how much would you intend to charge?
- Do you intend to increase the opening hours from the current minimum timetable, or to lengthen the amount of time during the year that the toilet will be open to the public?
- How will you meet the Specification e.g. cleaning standards?
- Do you propose to exceed the Specification? Which elements specifically? How will you achieve this?
- Contingency planning: What will you do if a cleaner is on holiday, or off ill, or if repair works need to be done to the property?
- How will you ensure that someone will be available to deal with any queries from the public, for all of the opening hours?
- What quality controls would you have in place?
- How do you intend to deal with complaints?
- Do you propose to develop a system of continuous improvement, or to make environmental improvements?
- What would be your governance, management and staffing arrangements?
- Could you submit a risk analysis with your proposal?
- If you are proposing to redevelop the asset, what wider benefits could be delivered by this redevelopment?
- How can you demonstrate a commitment to the provision of public toilet services for this local area?

**It is accepted that there is no 'one size fits all' and the goal of the Your Convenience initiative is to agree on the right solution for each local community.**

Please note that any commitments made to exceed the current Specification will be incorporated within the property Lease.

#### Scored Questions

- These modules contain questions relevant to the procurement in question, the responses to which will be evaluated and scored. The module may be assessed and scored as a whole, or each individual question will be evaluated and scored. The sum of those scores will give a total score for that module. Please refer to each module's introduction for full details. Scores will be awarded from 0-5 as defined by the scoring system set out below:

Scored Questions		
Score	Definition	Interpretation
5	Excellent	<b>Exceptional</b> demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria. <b>Full evidence</b> provided where required to support the response.
4	Good	<b>Above average</b> demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria. <b>Majority of evidence</b> provided to support the response.
3	Acceptable	<b>Demonstration</b> of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with <b>some evidence</b> to support the response.
2	Minor Reservations	<b>Some minor reservations</b> of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria with <b>little or no evidence</b> to support the response.
1	Serious Reservations	<b>Considerable reservations</b> of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with <b>little or no evidence</b> to support the response.
0	Unacceptable	<b>Does not comply and/or insufficient information provided</b> to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with <b>little or no evidence</b> to support the response.

### **3.5 Award Criteria**

The Award Criteria for this Service Concession is:

25% Commercial / Rental Income

Refer to Section 4.9 The Commercial Document

75% Quality / Business Plan

Refer to Section 4.10 The Quality Assessment and Section 3.4 Quality Assessment Evaluation

### **3.6 Notification of Award**

The Council will notify all Tenderers of the Council's award decision.





## **PART B – SERVICE CONCESSION RETURN**

Your Convenience Service Concession

No. and Location of the Public Convenience

36. St Minver Lowlands – Daymer Bay (UPRN 14487)

PAS Ref 2015.18F

Submitted By

Date

## **PART B – SERVICE CONCESSION RETURN**

### **Section 4 - Service Concession Completion Documentation**

#### **4.1 Selection Criteria**

##### **Explanatory Notes**

Tenderers are required to complete all questions in this section which have space for answers. These spaces are marked with a dark blue border. Some sections refer to criteria which are not applicable to this Service Concession. This will be clearly marked with "Not Applicable to this Service Concession", and you are not required to answer these sections.

All responses provided and associated attachments must be clearly referenced to the questions to which they relate.

All applicable sections of the following Selection Criteria must be completed. Failure to do so may result in your submission being excluded from further evaluation. Where the answer is a statement of fact, it must be accurate and supported by documentary evidence as appropriate. It is the Tenderer's responsibility to ensure that the Council is not misled.

It is the responsibility of the Tenderer to inform the Council of any matter that may affect the Tenderer's continued qualification.

#### **4.2 Module 1 - Not Applicable to this Service Concession**

### **4.3 Module 2 - Health and Safety**

The Module must be completed in full and will be evaluated as a whole and given a pass or fail rating based on an evaluation of the risk to the Council of entering into a contract with the Tenderer.

Organisations with fewer than five employees are not legally required to have a documented policy statement. If a supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be undertaken and assessments of competence will be made easier if when procedures are clear and accessible.

If successful at the end of this Service Concession process then evidence of the declared response to questions 4.3.1, 4.3.2 and 4.3.3 will need to be provided prior to contract award which will be assessed. The Evaluation Methodology for the H&S Assessment which will be given a pass or fail rating.

	Question	Example of the type of information in support of responses, which will be taken into account in an assessment carried out before contract award.	Yes / No
4.3.1	Do you have a policy and process for providing your staff/ workforce with training and information appropriate to the types of activity that your organisation is likely to undertake?	You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements, training arrangements to ensure that its staff/ workforce has sufficient skills and understanding to discharge their various duties. This should include refresher training (e.g. a CPD programme) that will keep the workforce updated on good H&S practice applicable throughout the company.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3.2	Do your employees have H&S or other relevant qualifications and experience sufficient to implement your H&S policy to a standard appropriate to the activity that your organisation is likely to undertake.	You will be expected to demonstrate and provide evidence on request, that your staff/ workforce possesses suitable qualifications and experience for the tasks assigned to them, unless there are specific situations where they need to work under controlled and competent supervision e.g. trainees.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3.3	Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary?	<p>You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work ('method statements'). You should be able to provide indicative examples. The identification and control of any significant occupational health (not just safety) issues should be prominent. (<i>Organisations with fewer than 5 employees, See Note 2 to this Table</i>)</p> <p><b>NOTE</b> Risk assessments should focus on the needs of the particular job and should be proportionate to the risks arising from the work to be undertaken.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### 4.4 Module 3 - Equality and Diversity

NOTE TO TENDERER: this section will be evaluated on a 'Pass/Fail' basis. For questions 4.4.1 and 4.4.2 answers of 'No' constitute a 'Pass', and any answers of 'Yes' constitutes a 'Fail' unless evidence can be provided of appropriate and proportional self-cleaning in question 4.4.3.

The Lead Organisation and the Relevant Organisations must answer all questions in this section.

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

4.4.1	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.2	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4.3	<p>If you have answered "yes" to either 4.4.1 or 4.4.2, please provide below, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>You are also required to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p> <div style="border: 2px solid blue; height: 60px; margin-top: 10px;"></div>	

#### **4.5 Module 4 – Insurances**

NOTE TO TENDERER: only the Lead Organisation is required to answer this section. If successful at the end of this Service Concession process then evidence of the declared insurance will need to be provided prior to contract award.

<b>4.5.1</b>	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below.</p> <p>If the policy held is in the aggregate, the remaining cover must exceed the minimum requirements shown.</p> <p>Employer's (Compulsory) Liability Insurance = £5m (this is required if the Tenderer has employees)</p> <p>Public Liability Insurance = £5m</p> <p>Building Insurance = full reinstatement cost for the building. Refer to Schedule 5 - Property Specific Information</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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#### **4.6 Module 5 – Not Applicable to this Service Concession**

#### **4.7 Module 6 – Not Applicable to this Service Concession**

## **4.8 The Specification**

### **4.8.1 Introduction**

Cornwall Council is seeking partners to run the public toilet service at 39 different toilets across Cornwall. There is no budget to pay for this service from April 2016. However it is considered that the business community and other organisations may be able to continue to keep the toilets open either to support existing businesses and organisations, or by using up to 50% of the asset as a commercial service concession, and therefore we are keen to receive your proposals.

The provision of the public toilet service will form part of a Lease which is expected to be granted in October 2015 to the successful tenderer/s.

This specification will form part of the Lease.

Please note that the toilets are currently a public service and there is a possibility that they will remain a public service via transfer to the local Town or Parish Council. This is done by a process called Devolution. The Devolution process will not end until 30<sup>th</sup> September 2015.

As a minimum, the Business Plan submitted with your tender must retain at least 50% of the toilet area as a public toilet although tenderers can provide a proposal that ensures that 100% of the facility remains a public toilet. It will be possible to consider proposals which require a larger amount of the toilet asset to be used for a commercial service concession only if the larger area is essential to ensure some form of public toilet provision. However the minimum provision must be a single unisex toilet, with the retention of any existing disabled toilets.

### **4.8.2 Scope**

Each toilet block is a different size, open different hours and of different quality, please find attached specific property information at Schedule 5.

The toilet service is currently provided by the Natural Environment Service at the Council, with the cleaning contracted to CORMAC and the coin collection contracted to G4S; both contracts are now ending and any new operator of the toilet service would not be obliged to use either company although contact details can be provided if required.

Please note that as minimum, the current opening hours of each toilet is expected to be maintained under any new Lease.

### **4.8.3 Background**

The provision of public conveniences is a non-statutory function for local authorities. However, Cornwall Council understands the requirement and the benefits that public convenience provision can bring to local communities and tourists.

This document sets out the service standards which will be required to be achieved so as to manage and maintain facilities to an acceptable standard.

This document is aimed at all types of service provider, to successfully manage and provide services as it details the levels of service which are required to meet both statutory and non-statutory service requirements.

The overriding required outcome is to ensure the provision of suitable facilities to the public and ensure that the public conveniences are kept clean, safe and fully operational throughout the agreed opening times.

#### **IMPORTANT**

It is important to note that some requirements are driven by the need to comply with statutory legislation and therefore must be carried out within the requirements of the specified legislation. It is also important to point out that, under a lease arrangement, your organisation will need to maintain a safe and legally compliant facility for the community to use on a regular agreed basis. As the leaseholder, looking after the building and operational management of the facility, you will have certain responsibilities.

As a leaseholder of the public conveniences these service standards will provide your organisation with the necessary information to enable you to develop your own local management and maintenance regime for the operation of public toilets. This document may also assist you in asking the right questions of any contractor that you may be asking to undertake works or services on your behalf.

#### **Overriding Service Delivery Objective for public conveniences:**

To provide suitable and acceptable facilities to the public and ensure that public conveniences are kept clean, safe and fully operational throughout the agreed opening times.



#### **4.8.4 Statement of Requirements and Service Level Agreement**

The following will need to be taken into account when taking on the management of public toilets:

##### **Ensuring that the public conveniences are safe and clean to use.**

##### **1. Cleaning**

In order to ensure that all reasonable steps are taken to safeguard users and staff accessing the facilities, the following steps need to be taken:

- Suitable warning signs need to be erected to inform users of any hazards as a result of cleaning operations, should part of the toilets remain in use during those operations.
- All fixtures and fittings need to be checked to ensure they are properly secured and in good working order. The facilities should also be checked for cleanliness and these actions should be carried out prior to opening.
- Suitable stock levels of materials for cleaning and re-supply of the various dispensers need to be maintained by the lessee in order to keep the facility running efficiently. This is likely to include: Toilet rolls, paper towels, soaps, disinfectants, de-scaling agents, cleaning fluids, polish and de-greasants. Cleaning materials need to be compatible with each other and the surfaces to which they are applied. The use of products containing Chlorofluorocarbons (CFC's) must be avoided.
- Most facilities are fitted with Eco Save systems which reduce the amount and frequency which urinals require flushing. It will be necessary to use the appropriate cleansing fluid when these products are fitted.
- It can be helpful and foster strong public confidence in the facilities by displaying cleaning schedule and contact information, i.e. when the last clean was carried out and when the next one is due, and it is strongly recommended that this should be done.
- All surfaces including walls, ceilings, doors, ledges, partitions, windows and light fittings need to be kept free of dust, grime, graffiti, fouling, insects, cobwebs and other deposits. Floors, drainage channels and gullies should be disinfected.
- Sanitaryware and all feeding, connecting and drainage pipework, including lavatory pans, seat, cisterns, handle, chains, pedals, basin,

taps, mirrors, "Wallgate" or other similar handwash/drier units and urinals need to be kept free of dust, grime, graffiti, fouling, insects, cobwebs and other deposits.

- Chromium and other such 'bright' surfaces should be cleaned only using recommended products for such purposes and surfaces.
- External walls and surfaces should be free from Graffiti. Gutters, downpipes and drains should be cleaned out and wiped down to prevent malfunction and flooding/damage to the building.
- Paths, hard standing areas, steps, grass and vegetation within the defined area of the facilities, or providing access to it, should be regularly maintained and kept free of litter, weeds, fouling, grass and other deposits.
- Periodic deep cleansing, using steam cleaning or power washing equipment, must be carried out although this will partly be determined by levels of use.

*Please Note: To give an indication, the cleaning regime operated by Cornwall Council ensures facilities should receive up to 4 cleans per day, depending on the level of use they attract and their location. Local need will determine the best times to carry out the required number of cleans to maintain a clean, safe and fully functioning facility for the public to use. Rather than set out a rigid cleaning regime for the lessee to adhere to, Cornwall Council would rather agree an outcome based condition that the facility needs to be consistently maintained at.*

## **2. Drug related Litter**

This is an issue that some facilities will experience and therefore must be considered to ensure that user safety is maintained when accessing public conveniences.

Suitable disposal methods for drug related litter, including sharps bins, for example, for syringe needles, need to be provided. Keeping a record of such litter will assist in the management of such misuse so a log of the amount and type of such litter needs to be kept. Due to the hazards and perceptions that such litter creates, current practice is to aim to remove such litter within an hour of receiving a report of its presence, and as the building owner we feel this is a standard that must be maintained as part of the lease arrangements for public and staff safety.

### **3. Disposal of sanitary waste**

A suitable sanitary bin, rectangular in shape and not fixed down is needed in each female, baby change and disabled cubicle. Notices on their acceptable use need to be displayed in an appropriate position.

Bins need to be emptied regularly, in order that they don't spill over and to prevent odour.

### **4. Legionella testing**

Legionellosis is the collective name given to the pneumonia-like illness caused by legionella bacteria. This includes the most serious legionnaires' disease, as well as the similar but less serious conditions of Pontiac fever and Lochgoil head fever.

People can catch Legionnaires' disease by inhaling small droplets of water, suspended in the air, containing the bacteria. Certain conditions increase the risk from legionella, including:

- Water temperature between 20–45 °C, which is suitable for growth;
- Creating and spreading breathable droplets of water, e.g. aerosol created by a cooling tower, or water outlets;
- Stored and/or re-circulated water;
- A source of nutrients for the organism e.g. presence of sludge, scale or fouling.

Therefore, all cold water should be delivered at the outlet and stored at a temperature less than 20°C and the results recorded in a suitable log book. Temperatures need to be taken from the sentinel outlets on each system on a monthly basis, along with a percentage of others to ensure that all outlets are tested. The systems should not be used if measurements exceed the prescribed limits and appropriate remedial action must be taken.

Meeting your statutory obligations, in respect of Legionella should be determined by a risk based exercise. Cornwall Council has a monthly sampling regime that records and logs the necessary readings in order to monitor to a level that it deems appropriate to the risk presented.

Further information can be found on the Health and Safety Executive web pages here: <http://www.hse.gov.uk/legionnaires/what-is.htm> and the Approved Code of Practice (ACoP) for the control of Legionella bacteria in water systems can also be accessed here: <http://www.hse.gov.uk/pubns/books/l8.htm>

It is possible to undertake the monitoring yourselves, if appropriate training and equipment is in place. However, should you wish for a third party to

undertake the monitoring for you, please contact Cornwall Council for further advice concerning service providers.

## **5. Fixed Wiring Testing**

Testing of the fixed wiring needs to be carried out in accordance with the NICEIC Standard 9 (or an equivalent standard) by an approved contractor. Should you need it, more information on the NICEIC can be found here: <http://niceic.com/>

## **6. Cesspits and Septic Tanks**

Any covers over cesspools and drainage systems should be inspected on each visit to ensure their serviceability and proper fitting.

A suitable system shall be put in place to ensure the cesspits and septic tanks are managed effectively and emptied in accordance to the demand.

## **7. Asbestos**

All premises should be regularly audited, against an asbestos register, to ensure that asbestos containing materials are still in a good condition and remain undamaged. This will ensure that you are not inadvertently putting your staff/contractors or the public at risk. A record of re-inspections should be kept in the register.

The asbestos register should be based on the asbestos surveys so, normally, it should contain the same details such as;

- Site details
- Details of surveys and re-inspections
- Areas not surveyed
- Drawings
- ACM locations
- Material types
- Asbestos types
- Condition
- Surface treatments i.e. painted, bare
- Photos

Where practical, the register should be kept on site but if this is not feasible, due to the nature of the building, then a notice must be displayed advising where a copy can be inspected. No works shall take place until the register has been read and signed by the contractor involved.

As it is not always known exactly what materials are contained within the fabric of each building a presumption must be made that the buildings may contain an element of asbestos.

## **8. General points such as Opening times, Building Maintenance, Waste Management**

### **Opening and closing the facility:**

The current hours of each public convenience – as listed on Schedule 5 – will be the minimum opening period acceptable under the Lease.

In all cases, the facility should be kept open in a clean, safe and fully functioning condition during opening times.

At the allotted or published time of locking up, a thorough check of the premises must be made to ensure that no one is within the building (bearing in mind deaf people may not hear calls and that people may be asleep in cubicles).

In view of potential vandalism issues and misuse of the facility, it should be locked overnight when not in use, where the infrastructure allows such locking to take place.

Signage affixed to the external door of the facility should be displayed to inform the public, should it be necessary to close the facility, of any appropriate facility that the public can be directed to as a nearby alternative.

### **Building Management and Maintenance**

The lessee should satisfy themselves that any work undertaken on the facility is carried out by suitably experienced, skilled and qualified staff.

### **Planned and Reactive Building Maintenance**

Where the lessee has been granted a lease on a 'full repairing' basis:

The lessee will need to consider and have in place a suitable planned and reactive maintenance programme in place. They should retain an up to date list of suitable contractors who can be called upon, at short notice, should the need arise. A 2 hour maximum attention period is the standard that should be sought following notification of an issue. As an interim measure, Contractors should at least be able to carry out works to make the facility safe and prevent further damage until a full repair can be made.

### **Waste Management**

Litter, sweepings, empty chemical containers and waste arising from cleansing operations at the facility are deemed to be Commercial Waste, in accordance with Schedule 4 of the Controlled Waste Regulations 1992,

issued by the Secretary of State for the Environment (Statutory Instrument 1992 No 588). Disposal of waste arising from the cleansing of the facility is the responsibility of the lessee in conjunction with the operator carrying out those operations and they must ensure that appropriate collection is carried out and that the costs of such are met.

The Code of Practice in respect of 'Waste Management: The Duty of Care' issued by the Secretary of State for the Environment in accordance with Section 34(7) of the Environmental Protection Act 1990 must be observed. More details can be found here: <http://archive.defra.gov.uk/environment/waste/controls/documents/waste-man-duty-code.pdf>

### **Should things go wrong – blockages, call outs**

#### **i) Blockages**

Prompt attention to deal with blockages is essential to minimise disruption to service provision and to prevent damage to the fabric of the building itself.

The responsibility of dealing with blockages will rest with the lessee if the lease is on a 'full repairing' basis, i.e. where the lease provided is to carry out the cleaning and maintenance of the facility.

#### **ii) Call outs**

Where the lessee has a lease on a 'full repairing' basis:

The lessee will need to consider and have in place a suitable call out emergency procedure. They should retain an up to date list of suitable contractors who can be called upon on a 24 hour basis should the need arise. A 2 hour attention period is the standard that should be sought following notification of an issue. Contractors should be able to carry out works to make the facility safe and prevent further damage until a full repair can be made.

A sign must be installed within each toilet block, to tell the members of the public:

- That the toilet is no longer managed by Cornwall Council,
- who to contact in case of emergencies or urgent repair issues,
- with mobile telephone numbers included.

#### **4.8.5 Quality Requirements**

It is expected that the winning tenderer will be financially robust and with a full awareness of the importance of maintaining high standards of Health and Safety.

#### **4.8.6 Customer Service and Contract Management**

Checks are to be carried out by the Commissioning and Asset Management Service at the Council as required, at least once per year, to check the electrical testing records are in order and to ensure that records confirm the required monthly legionella testing.

Cornwall Council reserves the right to carry out regular inspections of each toilet block, without giving prior notice.

Full training on safety checks especially legionella will take place at the start of each Lease.

The lessee will need to have in place a customer service and provide contact details to the public who might use the toilet to enable a prompt response to any customer service requirements.

The lessee will need to have in place a contract management process and liaise with the Council by attending meetings or providing data linked to the Councils systems relating to the performance and other matters as requested to support the contract objectives.

## **4.9 The Commercial Document**

Tenderers are required to complete and return the Commercial Document to record the annual rental income that would be provided to the Council for the Public Convenience (in Column 1 below) together with the length of the lease required.

Leases are available for periods of between 5 and 99 years. Please confirm the length of lease required in Column 2 below. Refer to the Specification, Lease and Schedule 5 - Property Specific Information for further details.

The Tenderer is responsible for the costs involved in the running of the Public Convenience as described in the Service Concession documents.

Refer to Section 3.3 Commercial Evaluation for details of the evaluation of the annual rental income that the Tenderer should record in column 1 below.

If it is proposed not to provide any rental income during the term of the Lease then please enter "0" in the Annual Rental Income Offer.

<b>Rental Offer</b>	
<b>1. Annual Rental Income Offer £</b>	<b>2. Length of Lease Required (between 5 and 99 years)</b>



#### **4.10 The Quality Assessment**

Full details of the Quality Assessment are contained with Section 3.4 Quality Assessment Evaluation. Please refer to this section when providing a response for the Quality Assessment.

## Part C - SCHEDULES

### Schedule 1 - Commercially Sensitive Information

The Council may be obliged to disclose information in, or relating to, this Service Concession following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Service Concession.

Information / Document	Reference / Page No.	Reasons for Non-Disclosure (cite exemption(s) to be considered)	Duration of confidentiality

Notwithstanding the above, we acknowledge that the Council may still be obliged to disclose the Commercially Sensitive Information listed in this Schedule, in accordance with the Service Concession and any subsequent Contract pursuant to a request under the FOIA or EIR. Without prejudice to the Council's obligation to disclose information in accordance with the FOIA or EIR, the Council shall, acting reasonably, at its absolute discretion and notwithstanding any other provision in this Service Concession or otherwise, seek to apply the commercial interests exemption to the information/documents listed in this Schedule.

This schedule will be kept with the Service Concession documents for consideration should a request for information under the FOIA or EIR be received. This document will be destroyed in line with the retention and destruction policy of the Council.

## **Schedule 2 – Your Offer**

Having examined the Service Concession and its accompanying documents (which I/we shall keep) and being satisfied as to my/our abilities and experience in all respects to satisfy the requirements of the Contract.

<b>I/we</b>	
Name of person applying on behalf of organisation	
Title / position of person applying on behalf of	
Contact telephone	
Contact e-mail	
Name of organisation	
Address and post code	
Registered office if different from above	
Organisation VAT registration number	
Does the organisation employ less than 250 persons and have an annual turnover less than €50 million / £35 million?	YES / NO

Offer to provide or supply upon the terms and conditions of the contract for the annual rental sum on the quoted Commercial Document as indicated below for the contract period :-

£ rental income excluding VAT per annum	£
Commercial Document attached	YES / NO

## Your Convenience Service Concession - Commercial In Confidence

I/We understand and agree that your written letter of acceptance of our Service Concession shall constitute the making of a binding contract between us.

I/We understand that the information provided in this quotation document and any supporting information provided by us will be relied upon and taken to be true and accurate. If it is subsequently determined that any information supplied was inaccurate, I/we understand and accept that Council reserves the right to exclude our offer to supply (if still under evaluation) or if the Contract has been awarded and the information inaccurately supplied had a significant bearing on the award, that Council shall be at liberty to terminate the Contract.

I/We understand that you are not bound to accept the lowest or any Service Concession you may receive.

Signed	
Signed (1)	
Name	
Status	
Signed (2)	
Name	
Status	
For and on behalf of	
Date	

## **Schedule 3 - Not Applicable to this Service Concession**

## **Schedule 4 - Lease**



Your Convenience  
Form of Lease.pdf

## **Schedule 5 - Property Specific Information**



36.St Minver  
Lowlands – Daymer B



Schedule 5 - Daymer  
Bay 36.pdf

## **SERVICE CONCESSION RETURN LABEL**

This Service Concession Return Label should be attached to your envelope as instructed in section 1.3 of this document. Service Concession documents submitted without this Label may be returned unopened.

**SERVICE  
CONCESSION  
SUBMISSION**

**FAO Wayne Rossiter  
Commercial Services  
Cornwall Council  
Second Floor West Wing  
County Hall  
Treyew Road  
Truro  
TR1 3AY**

Return Date: 31<sup>st</sup>  
July 2015

Return Time: 15:00  
(3.00 pm)

**For Council Use  
only**

**Received by:**

**Date/Time:**

**Your Convenience Service  
Concession**

If you would like this information  
in another format please contact:

**Cornwall Council  
County Hall  
Treyew Road  
Truro TR1 3AY**

Telephone: **0300 1234 100**

Email: **[enquiries@cornwall.gov.uk](mailto:enquiries@cornwall.gov.uk)**

**[www.cornwall.gov.uk](http://www.cornwall.gov.uk)**