

ROSSENDALE BOROUGH COUNCIL

INVITATION TO TENDER:

Rawtenstall Market

(Operation & Management)

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Please read this entire document before completing your response.

1.0 Introduction

1.0.1 Rossendale Borough Council (RBC) is seeking tender submissions from suitably experienced, skilled and qualified service providers (each a Tenderer) to enter into a Management Agreement (the Agreement) in respect of the operation and management of Rawtenstall Market Hall and site (the Market). The successful Tenderer will retain the fees payable by traders and pay a fee and profit dividend to the Council (the Fee).

1.0.2 The procurement programme is set out in section 12 of this document. Tenderers should register their interest by returning an Intention to Tender form by email to janeriley@rossendalebc.gov.uk so as to ensure that Tenderers receive all updates and/or clarifications.

The current Covid 19 restrictions and social distancing measures will impact upon the business plan and ability to meet the financial requirements outlined in this tender during any restricted period. As such the Council will be flexible with tenders in order to make allowance during the restricted period and request that this is referenced in the submission.

1.1 Background

1.1.1 Rawtenstall is growing and developing. RBC wants the Market to play a central role in ongoing regeneration. The Market is an important strategic

asset in respect of continued redevelopment of the town centre; valued highly by the community, businesses, traders and RBC alike.

1.1.2 The aim of this tender is to seek a partner to create a business plan and financial model that maintains the traditional market but also details new attractive offers. Any change will need to be done in partnership with existing traders to build on the successful relaunch of the Market in 2019, but must also bring new and interesting experiences demanded by today's modern shopper (including 5 day a week opening hours) and generate a higher town centre footfall via specialist events.

1.1.3 RBC is open to Tenders from both interested individuals or organisations that can present a robust business model, vision and operational plan. The successful Tenderer will take over the day-to-day management of the Market including lettings, marketing and other associated running costs. The Agreement will be for 5 years, with the option to extend by mutual agreement.

1.1.4 RBC is looking for a partner with a strong vision supported by a proven track record who will be able to maximise the potential of the site. Joint bids, particularly with existing traders, will be considered where specialist expertise can be demonstrated.

1.2 The Market

1.2.1 The current market hall in Rawtenstall was opened in 1906 with Thursday and Saturday as the designated opening days. The site

consists of a traditional covered market hall as well as a front area that has cabins in an open environment. The building is 1076m², the outdoor area is 1027 m² and the car park 1653 m².

1.2.2 Outside Marketplace:

1.2.2.1 15 outside cabin units.

- 11 are occupied by regular traders.
- 1 is used for storage.
- 1 is used for classes/groups or trading.
- 2 are used for pop ups.

1.2.3 Market Hall:

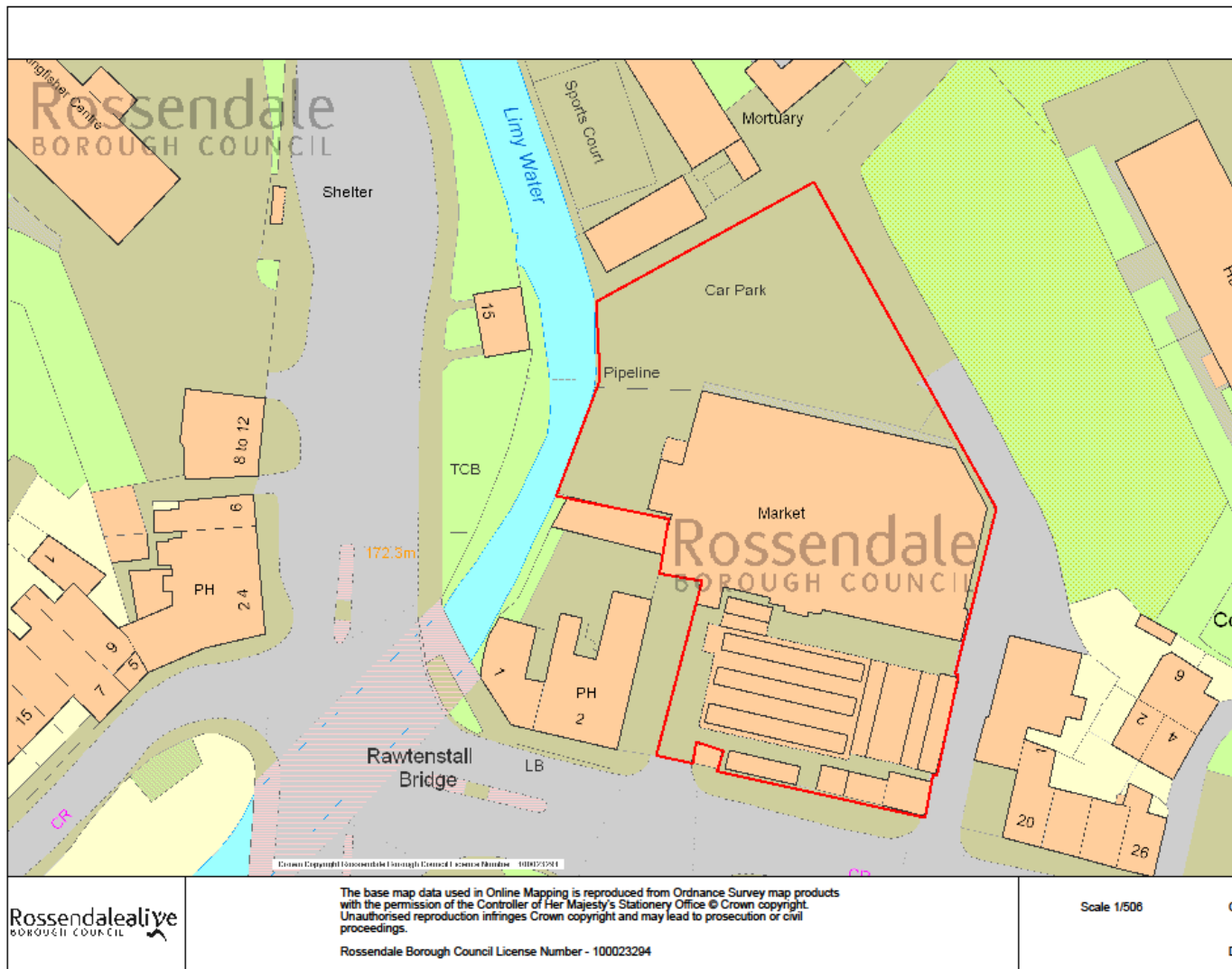
1.2.3.1 Currently there are 24 units.

- 10 of these are double units.
- 14 stalls.
- 3 open pitch spaces (to use as trestle tables etc.).
- 22 of the units are occupied by regular traders.
- 2 units are occupied by pop ups.
- 14 market hall single stalls are available for Thursday & Saturday pop up traders.

1.2.4 Current income and costs for the site can be found in Appendix 2.

1.2.5 A market trader's questionnaire is annexed at Appendix 3.

1.2.6 A plan of the Market site boundary is shown edged in red on the below plan and this will be the land covered by the Agreement:



2.0 Aims and Objectives

RBC's aims and objectives are for the successful Tenderer to operate the Market ensuring its success and vibrancy. In particular, the successful Tenderer shall:

- 2.1 Work with RBC, existing traders, business and community groups to develop a strong vision for the Market site with respect to that which has been achieved

in 2019/20. The site benefits from a license issued under the Licensing Act 2003 covering both indoor and outdoor stalls. This license is held by the Council, but it is the responsibility of the tenderer to ensure compliance with all necessary conditions. The Tenderer would be expected to provide a Designated Premises Supervisor (DPS) who must hold a personal license issued under the Act, and who will be responsible for authorising licensable activities and ensuring the Licensing Objectives are upheld.

- 2.2** Bring fresh and innovative ideas that will raise the aspirations of the Market site, delivering increased and sustained footfall.
- 2.3** Extend the food and drink offer within the Market building in terms of an improved offer during the day and an expansion of the evening offer, with a designated shut-off space for the traditional market.
- 2.4** Hold at least 20 events annually to draw in new people to Rawtenstall, especially people from outside of the Borough. Consider how best to extend the open space for events at the front of the Market to accommodate larger events and to create a better frontage to the main Market. However, any relocation of the existing traders needs to be carefully thought through with clear alternatives and mitigating measures – which will need to be documented in 3.1.6 below.
- 2.5** To offer accommodation to the Farmer's & Artisan Market for at least 12 Sundays per annum, in the front and rear of the site outside (in addition to the 20 events referred to at paragraph 2.4).

- 2.6** Promote the Market and cooperate with RBC to support delivery of outputs outlined in the Economic Development Strategy.
- 2.7** Manage the Market building and stallholders on a day-to-day basis.
- 2.8** Clean the Market to shopping centre standards.
- 2.9** Issue and manage all licences to stallholders.
- 2.10** Allocate stalls in pursuance to Council byelaws and Market regulations.
- 2.11** pay the RBC recharge for all utility and all other bills and the insurance it is responsible for under the management agreement.
- 2.12** pay the RBC recharge for all waste and recycling collection. However, the tenderer needs to ensure management of all waste on site.
- 2.13** Ensure health and safety and other statutory standards are met. RBC will recharge by arrangement for all statutory compliance testing that it carries out on the Market.
- 2.14** Account on an open book basis to auditable standards.
- 2.15** Fulfil monthly and quarterly performance management criteria.
- 2.16** Pay the annual Fee at a minimum of £20,000 per year (figure to be tendered, see further Question 3, Part 2) (paid in monthly instalments by direct debit), together with the dividend payment and the recharges for the Council's obligations (see further the management agreement)
- 2.17** Attend quarterly management meetings with the nominated RBC officer.

- 2.18** Work in partnership with RBC's Communications Team to ensure that all media releases (either traditional or electronic) are in line with RBC policies.

3.0 The Tender Process

- 3.1** Each Tenderer will be required to submit detailed documentation that includes:

- 3.1.1** A concept vision and innovation document.
- 3.1.2** A full business plan.
- 3.1.3** Financial projections.
- 3.1.4** Evidence of financial suitability.
- 3.1.5** A management structure.
- 3.1.6** Existing trader's transition and incorporation plan
- 3.1.7** Events plan.
- 3.1.8** Profit dividend percentage payments schedule.
- 3.1.9** A methodology for calculating net profit.
- 3.1.10** An ethical compliance statement.
- 3.1.11** Disaster Recovery and Business Continuity Plan

- 3.2** Further information is set out at section 8.

- 3.3** Tender submissions will be rigorously tested and evaluated. Those meeting the compliance check will then be quality assessed by the selection panel.

4.0 Term

- 4.1** The Management Agreement is intended to commence at the end of September 2020. Please see the timetable set out at paragraph 12.
- 4.2** The minimum term will be 5 years, with the ability to mutually extend.

5.0 Estimated Value

- 5.1** Income and costs for the site can be found in Appendix 2.
- 5.2** These are indicative costs and therefore RBC assumes no guarantee for their legitimacy.

6.0 Form of Documentation

- 6.1** The successful highest scoring Tenderer will enter into the Management Agreement of the Market site.
- 6.2** The successful Tenderer will carry out the implement the agreed business plan, manage the day to day operation of the Market including collecting payments from traders and making the agreed scheduled payments to RBC. As the Market is a strategic asset RBC will retain its interest in the Market site.
- 6.3** The form of Management Agreement is set out at Appendix 1 to this Invitation to Tender.
- 6.4** The Agreement will include the successful Tenderer's proposals as Appendices to the Agreement.

- 6.5** Under the Agreement, RBC will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Agreement before submitting their Tender. RBC's policies can be accessed via www.rossendale.gov.uk or by request to janeriley@rossendalebc.gov.uk.
- 6.6** The Agreement will contain performance management targets and further information is set out at section 7 below.
- 6.7** RBC will be responsible for some elements of insurance of the building; however, some elements of this will be recharged to the successful Tenderer. Your attention is drawn to the Management Agreement which sets out the requirements.
- 6.8** In the event sustainable works are required, it will be at the discretion of RBC to close part or the entire site to accommodate repair works. Every effort would be made to minimise disruption and achieve agreement with the Tenderer prior to the commencement of any works.

7.0 Performance Management

- 7.1** Key performance management targets will be agreed with the Council as part of the Agreement. The successful tenderer will be required to submit regular performance statistics to RBC as well as granting regular unhindered access for RBC officers to conduct their own surveys. The performance measures will cover the following areas:

7.1.1 Levels of footfall (verified by counters).

7.1.2 Opening days/hours.

- 7.1.3** Store holder occupancy rates.
- 7.1.4** Submit full open book profit and loss finance accounts and make project share payments on the anniversary of the agreement (which is an absolute requirement).
- 7.1.5** Number of events held.
- 7.2** Failure to adhere to some of the agreed targets may lead to termination. Failure to adhere to others will see a remediation plan being agreed and implemented and if corrective action is not taken then after due process the Agreement may be terminated.
- 7.3** Full information in respect of the Agreement processes for failure to adhere to the performance measures are set out in the Agreement.
- 7.4** The minimum success measures against which performance will be monitored are:
 - 7.4.1** The holding of markets on at least five days a week, which must include Thursday and Saturday (except for public holidays). Suitable provision must be made for current stallholders who are unable or unwilling to increase their opening from 2 to 5 days a week.
 - 7.4.2** Opening for a minimum of 5 hours per trading day.
 - 7.4.3** The holding of regular events, minimum of 20 days per year, including at least 5 evening events. At least one event per year in partnership with the East Lancashire Railway (RBC Economic

Development Team will provide a linkage at the ELR for this to be coordinated).

- 7.4.4** The Farmer's and Artisan Market should be held 12 Sundays out of the year (in addition to the 20 required event days) at the agreed charge of £150 per event. This event requires 30 mobile stores to have available space to trade at the front and back of the market
- 7.4.5** Having a minimum stall occupancy rate of 50% in year one, rising to 60% in year 2, 70% in year 3 and a minimum of 75% thereafter. If the occupancy level falls below the stipulated levels, the RBC nominated officer must be informed within 14 days and provided with a plan on how this issue will be rectified.
- 7.4.6** Footfall counters to monitor the level of visitors to the Market and these must show a steady increase with monthly data submitted to RBC (targets to be included part of the tender submission process). These can be electronic or done manually. If manual details of the methodology must be produced to evidence that it was done as accurately as possible.
- 7.4.7** In addition to the Fees, a 10% of all net profits are to be paid in dividend to RBC through an open book accounting procedure. Profits must not be mitigated and should follow standard accountancy practice (details of the formula and procedure to be specified in the submission including methodology for

depreciation of assets and the proposed staff and directors' remuneration costs and their increase methodology).

8.0 Tender Responses

- 8.1** It is RBC's intention that the successful Tenderer shall be selected in accordance with the evaluation criteria set out in Annex 3 of this Invitation to Tender.
- 8.2** Although there is no word count or page limits, Tenderers should note that their submitted responses should be well-structured (preferably with bullet points where appropriate) as opposed to submitting long narratives.
- 8.3** For ease of submission and clarification during evaluation, the required submission has been sub-divided and referenced. It is up to each Tenderer to ensure that they understand the criteria fully. It is intended that this approach should be equitable, auditable and transparent to provide the services required on the terms specified. This involves detailed analysis of tender proposals and responses to questions under each of the key areas that form part of the tender evaluation process.
- 8.4** Tenderers are required to respond to all questions in each area and clearly reference the number format of each question to enable RBC to assess the submissions correctly. RBC may refer any statement back to a Tenderer for clarification at any time before the successful Tenderer is announced to ensure that the proposals meet with RBC's requirements.

- 8.5** Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and any other(s) disregarded.
- 8.6** Tenders must be submitted in accordance with the requirements of this Invitation to Tender these are included the Instructions to Tenderers set out in Annex 1.
- 8.7** Tenderers must complete the Fee proposal documentation at Question 3, Part 2.
- 8.8** The form of Agreement is set out in Appendix 1 of this Invitation to Tender.
- 8.9** In the event that Tenderers have any constructive comments on the Agreement, then any such comments should be raised no later than the date set out in the tender timetable at paragraph 12.2 for clarifications and in accordance with the procedure set out in the Instruction to Tenderers contained in Annex 1.
- 8.10** The draft Agreement will not be subject to negotiation or amendment except only in respect of constructive comments raised by Tenderers in accordance with paragraph 8.9 and when confirmed in writing by RBC as variations to the draft Agreement terms prior to the closing date for the tender.
- 8.11** The form of Agreement will include the form of the successful Tenderers proposal as schedules to the Agreement.
- 8.12** Tenderers are required to:
- confirm that the Tenderer is willing to enter into the Agreement (if selected) without amendment; and

- confirm that the Tenderer has taken whatever necessary advice or reviews are required to accept the terms of the draft Agreement and that the Tenderer is able to execute the proposed Agreement (if selected).

9.0 Information provided to Tenderers

9.1 RBC has made every effort to ensure the completeness and accuracy of information provided in this Invitation to Tender but does not warrant any such information. The selected Tenderer will be required to satisfy itself as to the accuracy and completeness of such information.

9.2 An Open Day will be held on a day specified in the Procurement Timetable. This will be an opportunity for all prospective Tenderers to meet with the RBC team and tour the Market (if required).

10.0 Cooperation with market traders

10.1 RBC welcomes cooperation with existing traders.

10.2 RBC does not accept any responsibility for any representation warranties or statements made by any traders.

10.3 We request that Tenderers familiarise themselves with the 'Traders Consultation' results in Appendix 3. Results of which should be referred to in the existing trader's transition and incorporation plan (outlined at 3.1.6).

11.0 TUPE

11.1 It is anticipated that no staff will transfer under TUPE.

12.0 Procurement Timetable

12.1 Set out below is the procurement timetable which all Tenderers must adhere to. Although RBC does not intend to depart from the timetable, it reserves the right to do so at any time, in which case Tenderers will adhere to any revised timescales.

12.2 Please see table below:

| Deadline | Activity |
|----------|---|
| 15.06.20 | RBC promotes tender opportunities on the Council website (www.rossendale.gov.uk) and Contracts Finder. |
| 29.07.20 | Open Day for prospective Tenderers. |
| 31.07.20 | Deadline for raising clarifications in respect of the Agreement and for raising requests/queries of the tender documents. |
| 14.08.20 | Deadline for the submission of ITT responses (12 noon). |
| 28.08.20 | Evaluation of ITT responses completed. |
| 11.09.20 | Standstill Period ends. |
| 14.09.20 | Successful Tenderer confirmed and informed. |
| 25.09.20 | Successful Tenderer to have signed and completed the Agreement. |
| 28.09.20 | Commencement of the Agreement. |

13.0 Contract Award

- 13.1** Any award of the Agreement will be conditional on the successful Tenderer being approved in accordance with RBC's internal procedures and RBC being able to proceed.

14.0 Methodology

- 14.1** Tenderers are expected to review this Invitation to Tender and to submit their proposals in response to each of the questions raised in sections 16 & 17, in compliance with RBC's requirements under this Invitation to Tender. Tenderers are encouraged to be innovative and RBC will give careful consideration to any proposals that demonstrate value for money and an effective methodology for improved delivery of the services in accordance with RBC's requirements.
- 14.2** The selected Tenderer will be expected to devote all appropriate resources to the performance of the management agreement obligations.
- 14.3** RBC shall evaluate each Tender in accordance with the evaluation criteria in Annex 3.

15.0 Freedom of Information Act

- 15.1** Your attention is drawn to the Freedom of Information Act information in Annex 5 which will apply to the tender and agreement.

16.0 Tender Questions

16.1 Question 1

- 16.1.1 Please state the full legal name of the organisation in whose name the tender is being submitted.
- 16.1.2 Please state if the Tenderer will be bidding as the main contractor and will use other parties to deliver all or part of the services. If yes, please provide details of the Tenderer's proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
- 16.1.3 Please state the principal contact name should RBC have any queries. Please also state the address, telephone number and email address.
- 16.1.4 If the Tenderer is a company, please state the Company Registration number and the date of registration along with the registered address.
- 16.1.5 Please state if the Tenderer is a private limited company, a sole trader, a partnership, a limited liability partnership, a sheltered workshop and/or a small or medium enterprise.
- 16.1.6 Please confirm the date of the Tenderer's formation.
- 16.1.7 Please confirm if the Tenderer is a member of a group of companies? If so, please provide the name and registered address of:
- (a) The immediate parent company;
 - (b) Any member of the group involved in associated sectors;
 - (c) All wholly owned subsidiaries.
- 16.1.8 Please confirm if the Tenderer is affiliated or associated with any other organisation tendering for the proposed Contract. If so, please provide details including its name and address.
- 16.1.9 Please state the Tenderer's VAT registration number (if applicable).
- 16.1.10 Please give the names and responsibilities of the executive directors/ partners/ members of the Tenderer.

- 16.1.11 Please confirm if any of the individuals listed in the above question and/or their relatives have been employed by Rossendale Borough Council or any of their subsidiaries, or do they have (or have they had) any commercial, manufacturing, contracting or other interest including any relationship with any of the above parties within the last three years? If so, please provide further details.
- 16.1.12 Please give the number and locations of the premises from which the Tenderer carries out services similar to those required by RBC.
- 16.1.13 Please confirm if any of the circumstances set out in Regulation 57 of the UK Public Contracts Regulations 2015 apply to the Tenderer. For convenience, a summary of the circumstances is scheduled at Annex 4.
- 16.1.14 Please provide evidence of your financial standing/suitability and the availability of funds to pay an annual market fee to RBC by monthly payments. In addition how the undertaking of obligations under the Agreement will be sustained during the Term of the Agreement.
- 16.1.15 Please confirm whether the Tenderer is made up of a joint venture or consortium of existing Market traders and if so, please provide full details.
- 16.1.16 Please confirm if the Tenderer has had a contract terminated or its employment determined under the terms of a contract for poor performance or breach of contract by the Tenderer within the last three years. If yes, please provide and state the details surrounding the circumstance.
- 16.1.17 Please provide a copy of your Health and Safety Policy and confirm by self-certification that your Health and Safety Policy complies with all current applicable legislative requirements.
- 16.1.18 Please confirm if in the last three years you have 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 of alleged unlawful discrimination. If the answer is yes to the above, please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date and confirm if the investigation upheld the complaint against your organisation.

Please also explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.

16.1.19 Please confirm whether you have an equality policy and provide a copy.

16.1.20 Please self-certify whether in the last two years your employees have been provided with equality and diversity training and if so, please provide brief details.

16.1.21 Please self-certify whether you already have or will commit to obtain, prior to the commencement of the Contract, the levels of insurance cover indicated below:

(a) Employers' (compulsory) Liability Insurance – £10 million for all customary risks commensurate with the nature of the business undertaken and the number of persons employed by your organisation.

(b) Public Liability Insurance – £10 million. Such sum to relate to any one occurrence or series of occurrences arising out of one event, the total number of events being unlimited.

16.2 Question 2

16.2.1 The terms of the proposed draft agreement are set out at Appendix 1 to this Invitation to Tender.

16.2.2 In the event that Tenderers have any constructive comments on the agreement then such comments should be raised no later than the date set out in the tender timetable at paragraph 12 for clarifications and in accordance with the procedure set out in the Instructions to Tenderers contained in Annex 1.

16.2.3 The agreement will not be subject to negotiation or amendment except perhaps only in respect of constructive comments raised by Tenderers in accordance with paragraph 16.2.2 above and when confirmed in writing by RBC as variations to the draft agreement terms prior to the closing date for the tender.

16.2.4 The form of Agreement will include the form of the successful Tenderers proposals as schedules to the Agreement.

16.2.5 Tenderers are required to:

(a) confirm that the Tenderer is willing to enter into the agreement (if selected); and

- (b) confirm that the Tenderer has taken whatever necessary advice or reviews are required to accept the terms of the draft agreement and that the Tenderer is able to execute the proposed agreement as drafted (if selected).

16.3 Question 3

Please note that the current Covid 19 restrictions and social distancing measures will impact upon the responses submitted. Please address how you deal with Covid 19 during any restriction period in your submission. Responses also need to cover the position once the restrictions are lifted until the end of the five year management agreement term. Part 1 – Vision, events and business plan (40%)

RBC is seeking a dynamic partner that will maximise the potential for this site and the wider town centre. We are particularly focused on realistic plans that drive continually increasing footfall, which include for holding exciting events that bring in new people to the borough and a business plan that shows a financially sustainable and growth.

16.3.1 Please provide:

- (a) a strategic concept vision and innovation document;
- (b) a partnership approach statement to working with RBC's Economic Development Team and other partners;
- (c) a full business plan including financial projections P&L for years 0-5, cash flow and long term balance sheet forecasts;
- (d) ethical compliance statement (to cover items that are not illegal but not in the best image of RBC, for example (but not limited to) animal circuses or lap dancing events);
- (e) a trading, events, food & drinks provision, promotions and communications plan.
- (f) proposed layout of the building and site to support the vision.
- (g) Disaster Recovery and Business Continuity Plan

40% of mark

Part 2 – % payments made to RBC (20%)

A minimum of £20,000 annual management fee is to be paid to RBC. 10% of all net profits is also to be paid as a dividend to RBC through an open book accounting procedure.

Profits must not be mitigated and should follow standard accountancy practice (details of the formula and procedure to be specified in the submission including methodology for depreciation of assets and the proposed staff and directors' remuneration costs and their increase methodology).

RBC is seeking the full accounting methodology for the calculation of profits. Weighting will be given to those Tenderers that can maximise net dividend returns to RBC and use fair methodology.

Scoring will be on projected profit and dividend payment years 0-5, net Market fee payments and the methodology and formula used.

16.3.2 Please confirm:

- (a) the proposed annual management fee (to be no less than £20,000);
- (b) projected profit and the 10% dividend payment years 0-5; and
- (c) the full accounting formula and methodology for the profit calculation and dividend payment

20% of mark

Part 3 – Experience, references, CVs and Case studies (20%)

RBC will be seeking an experienced partner that can demonstrate that they have the necessary requirements to operate the Market on our behalf. This should include previous experience and a list of case studies that support the credentials of the applicant. Tenderers without a proven track record in market operation will need to clearly demonstrate that they have the necessary transferable skills and experience to deliver this tender. Case studies should be relevant to the vision and business plan for the Market site.

Please note that the panel may decide to view established examples that the Tenderer has already managed as part of the process or examples of a third party that the Tenderer is seeking to replicate.

16.3.3 Please provide details of your experience including:

- (a) two case studies/projects;

- (b) two recent references;
- (c) CVs of the bids management team and a management structure diagram;
- (d) details of any joint venture agreements (if any).

20% of mark

Part 4 – Existing traders transition plan (10%)

RBC is seeking a partner that will be able to build a strong relationship with existing traders and work with them to enhance and modernise the Market site. RBC would welcome bids from existing traders or joint ventures with traders and a third party, but there must be a clear lead entity. A market trader's questionnaire is annexed at Appendix 3.

16.3.4 Please provide a plan for the transition and incorporation of existing traders

10% of mark

Part 5 – Performance Management (10%)

The Agreement includes for key performance management targets. The successful tenderer will be required to submit to RBC regular performance statistics as well as granting regular unhindered access for RBC officers to conduct their own surveys.

16.3.5 Please provide:

- (a) proposed methods for collecting performance statistics and reporting taking into account the requirements set out at section 2;
- (b) proposed opening days;
- (c) proposed opening hours;
- (d) footfall counter specification and collection methodology;
- (e) named position of those attending quarterly review meetings.

10% of mark

17.0 Checklist of submission

17.1 Before submitting their tender submissions, Tenderers should ensure that they have provided responses to the following:

17.1.1 Question 1 – paragraph 16.1 and with particular care to include each of paragraphs 16.1.1 to 16.1.21 – together with additional documentation where requested.

17.1.2 Question 2 - paragraph 16.2.5

17.1.3 Question 3 Part 1 - paragraph 16.3.1

17.1.4 Question 3 Part 2 - paragraph 16.3.2

17.1.5 Question 3 Part 3 - paragraph 16.3.3

17.1.6 Question 3 Part 4 - paragraph 16.3.4

17.1.7 Question 3 Part 5 - paragraph 16.3.5

17.1.11 Annex 2 – Completed Form of Tender

17.2 The Question number, Part, letter (where relevant) and text for each Question must be included at the beginning of the response to each Question.

17.3 The Completed Form of Tender should be completed on the separate Form of Tender document included with this Tender and submitted as a separate word or pdf document.

Annex 1

Instructions to Tenderers

Tenders must be submitted in accordance with the following instructions to tenderers (the “Instructions”). Tenders that do not comply with these Instructions in any particular way may be rejected by RBC whose decision in the matter shall be final.

1.0 Introduction

- 1.1 Tenderers are invited to submit a Tender and related detailed proposals the refurbishment and operation of Rawtenstall Market as described in the Invitation Document to which these Instructions are attached. Words and expressions have the meanings used in the Invitation Document.
- 1.2 **Tenders should be prepared under the same headings and in the same sequence as set out in the Invitation Document.** Tenderers should include full details of their proposals in addition to the other information requested.
- 1.3 Tenderers are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any tenderer in connection with the preparation and submission of a Tender, and (in the case of acceptance of a Tender by RBC) in connection with the execution of the management agreement and all and any relevant documents, shall be borne by that tenderer. Whilst RBC will use its reasonable endeavours to see that all information given to tenderers by RBC is both truthful and accurate, RBC in no way warrants the same and tenderers must satisfy themselves of the accuracy of any information provided by RBC. RBC accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by tenderers of such information.
- 1.4 The fact that a tenderer has submitted a Tender does not necessarily mean that it will satisfy RBC regarding any matters raised in paragraph 1.2.
- 1.5 The attention of tenderers is drawn to the Agreement set out at Appendix 1 of this Invitation to Tender. It is essential that tenderers are totally familiar with the contents of this document before compiling their Tender.
- 1.6 If any tenderer requires any further information or wishes to raise any query, such **requests or queries should be submitted by email to janeriley@rossendalebc.gov.uk**
- 1.7 Other than the person or persons identified above, no employee of RBC or member of RBC has the authority to give any information or make any representation (express or implied) in relation to this Invitation to Tender or any other matter relating to the Agreement.
- 1.8 RBC will endeavour to answer all such requests and/or queries provided that they are received by the deadline for clarifications of 31.07.20. Any such

requests and/or queries and RBC's responses will be sent to all tenderers who have expressed an interest unless RBC decides otherwise.

- 1.9 RBC reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Invitation to Tender. All such further documentation that may be issued shall be deemed to form part of the Invitation to Tender and shall supplement and/or supersede any part of the Invitation to Tender to the extent indicated.
- 1.10 This Invitation to Tender is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by RBC and its advisers.
- 1.11 RBC reserves the right to cancel the tender process at any point. RBC is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this management agreement.
- 1.12 Tenderers are deemed to understand fully the processes that RBC is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations.

2.0 Confidentiality

- 2.1 All information supplied by RBC in connection with the Invitation to Tender shall be treated as confidential and tenderers shall not, without the prior written consent of RBC, at any time make use of such information for its own purposes or disclose such information to any person (except as may be required by law or where such information is disclosed with the prior written agreement of RBC for the purposes of obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with the Tender).
- 2.2 The Invitation to Tender and every part of it and all other information provided by or on behalf of RBC must be treated as private and confidential. Where applicable, tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to Tender other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Tender.
- 2.3 Tenderers shall not at any time release any information concerning the Invitation to Tender and/or their Tenders and/or any related documents and/or any discussion with RBC in respect of the same for publication in the press or on radio, television, screen or any other medium.
- 2.4 Each tenderer warrants to RBC that no document that it prepares as part of its Tender submission shall infringe any intellectual property rights. Each tenderer shall retain intellectual property rights in all documents that it prepares as part

of its proposals and RBC shall not copy or use any such documents other than for the purpose of evaluation of Tenders and selection of the successful Tenderers.

- 2.5 RBC reserves the right to retain all proposals submitted by tenderers for audit and evaluation purposes.
- 2.6 Each tenderer undertakes to indemnify RBC and to keep RBC indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 2 of these Instructions.
- 2.7 No Tenderer will undertake any publicity activities with any part of the media in relation to the Agreement or this Tender process without the prior written agreement of RBC, including agreement on the format and content of any publicity.
- 2.8 Once the formal tender has been published on RBC's website it will be a requirement of applicants not to publicise their bid in any media publication either electronic or traditional. No lobbying with RBC Officers or Members will be allowed to take place except through the authorised meetings or discussions with the stated contact officer. No petitions or other public demonstrations of support can be issued during this period until the management agreement is formally approved by RBC. Failure to adhere to this policy may result in the bid being rejected at the sole discretion of RBC.

3.0 Submission of Tenders

- 3.1 No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the Invitation to Tender. Tenders **must not be qualified** in any way and must be submitted strictly in accordance with the Invitation to Tender, including these Instructions. Tenders **must not** be accompanied by any covering letter or any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
- 3.2 Tenderers shall complete and submit in the manner described below the completed Form of Tender, proposals and all other supporting documents.
- 3.3 To be considered, Tenders must be:
 - 3.3.1 received by RBC at either:
 - (a) the email address; or

(b) the postal address

set out in Section 3.3.2 of these Instructions by no later than **noon on 14.08.20** (the “**Closing Date**”) or such later date as notified to tenderers. Tenders shall be kept open and valid for acceptance by RBC for at least six (6) months after the return of the Tenders or such longer period as may be agreed with RBC or any member thereof.

3.3.2 Tender submissions should be emailed to tenders@rossendalebc.gov.uk (solely use this email for tenders using title ‘Rawtenstall Market – operation and management tender’).

Please note that any submission other than by email may (at the discretion of RBC) void your submission.

3.3.3 In the event of very large submissions that are too big for a single email (20MB size limit), tenderers are required to send several emails, please indicate this by numbering each email together with a final email stating that the submission has been completed.

3.4 Any Tender submission or part thereof received after the Closing Date (including the time) will not be considered for acceptance by RBC. RBC will not accept responsibility for any systems failure, delays or difficulties in the submission of any Tender or part thereof. Tenderers are advised to ensure they have sufficient time to submit their Tender.

3.5 The Tenders, proposals or other supporting documents shall be completed in black ink or type, in the English language and state all monetary amounts in Pounds Sterling.

3.6 The Tenders must be signed:

3.6.1 where the tenderer is an individual, by that individual;

3.6.2 where the tenderer is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Tender;

3.6.3 where the tenderer is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.

3.6.4 where the tenderer is a joint venture, by all parties to the venture.

3.7 Each tenderer shall produce forthwith upon request by RBC documentary evidence of any authorisation referred to in Sections 3.6.2 and 3.6.3 above.

- 3.8 Tenderers should note that the Agreement and its formation, interpretation and performance, shall be subject to and interpreted in accordance with the laws of England.

4.0 Rejection of Tenders

- 4.1 Any Tenders or other documents submitted by any tenderer in respect of which the tenderer:

4.1.1 fixes or adjusts the amount, prices, charges and rates shown:

(a) by or in connection with any agreement or arrangement with any other person; or

(b) by reference to any other Tenders; or

4.1.2 communicates to any person other than a member of RBC any information except in accordance with Section 2.2 above; or

4.1.3 enters into any agreement or arrangement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the amounts, prices, charges and rates to be shown by any other tenderer in its Tenders and other documents; or

4.1.4 offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other proposed Tenders or other documents any act or omission; or

4.1.5 has directly or indirectly canvassed any official of RBC concerning the acceptance of any Tenders or has directly or indirectly obtained or attempted to obtain information from any such official concerning any other Tenders or Proposals submitted by any other tenderer; or

4.1.6 fails to use the English language; or

4.1.7 fails to state monetary amounts in Pounds Sterling shall not be considered for acceptance and shall accordingly be rejected RBC provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to RBC in respect thereof or to any criminal liability that such conduct by a tenderer may attract.

5.0 Non-consideration of Tenders

- 5.1 RBC may in its absolute discretion refrain from considering or rejecting a Tender if either:
- 5.1.1 in any respect, it does not comply with the requirements of this Invitation to Tender document including these Instructions; or
 - 5.1.2 the Tender contains any significant omissions; or
 - 5.1.3 there is a fail to any of the pass/fail questions at Question 1 or 2 (see further Annex 3); or
 - 5.1.4 any response to any Part of Question 3 scores 0.

6.0 Acceptance of Tenders, criteria for evaluation and contract award

- 6.1 RBC reserves the right to accept any Tender submitted pursuant to the Invitation to Tender.
- 6.2 RBC shall not be bound to accept any Tender and reserves to itself the right at its absolute discretion to accept or not accept any Tender submitted.
- 6.3 RBC may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. Save for any wording that exceeds any specified word limit, all information and documents submitted by tenderers by the due date will be considered, as well as any other information that RBC requires to be submitted.

7.0 Tenderer's warranties

- 7.1 In submitting its Tender each tenderer warrants, represents and undertakes to RBC that:
- 7.1.1 it has not done any of the acts or matters referred to in Sections 4.1.1 – 4.1.5 above and has complied in all respects with these Instructions;
 - 7.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to RBC by the tenderer, its employees or agents in connection with or arising out of the Tender is true, complete and accurate in all respects;

- 7.1.3 it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender;
- 7.1.4 it has satisfied itself that it is able to pay the annual fee under the Agreement, pay the recharge costs to the Council in accordance with the Agreement and submit the 10% dividend payment to RBC;
- 7.1.5 it has full power and authority to enter into the Agreement and to undertake the Agreement obligations;
- 7.1.6 it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel and other resources available to it to carry out the Agreement;
- 7.1.7 it has obtained all necessary consents, licences and permissions to enable it to carry out the Agreement and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
- 7.1.8 it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by any member of RBC and that is for the time being in the possession of the tenderer.

8.0 General

- 8.1 The Invitation to Tender and all other documents provided to tenderers will remain the property of RBC and will be returned upon demand.
- 8.2 Tenderers are advised to retain for themselves details of their submissions. RBC reserves the right to make a charge if a tenderer requests a copy of its submitted Tender.

Annex 2

Form of Tender

(to be set out on tenderer's own letterhead)

Form of Tender – Tender due in by noon on 14.08.20

Rossendale Borough Council

The Business Centre

Futures Park

Bacup

OL13 OBB

By email only: tenders@rossendalebc.gov.uk (using title 'Rawtenstall Market – Operation and Management Tender')

Unconditional and irrevocable offer to Rossendale Borough Council in relation to an Agreement for Rawtenstall Market Operation and Management Project.

1. I/We the undersigned return this Tender and acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Tender documentation (receipt of which is also acknowledged) consisting of the following:
 - 1.1. Invitation Document
 - 1.2. Annex 1: Instructions to Tenderers
 - 1.3. Annex 2: Form of Tender
 - 1.4. Annex 3: Evaluation Criteria
 - 1.5. Annex 4: Regulation 57 Criteria
 - 1.6. Appendix 1: Operation and Management Agreement
 - 1.7. Appendix 2: Income and Costs
 - 1.8. Appendix 3: Questionnaire
2. I/We hereby unconditionally and irrevocably offer to enter into the Agreement and provide the services requested under the Invitation to Tender in accordance with the Agreement, our Tender submission and for payment of an annual fee of a minimum £20,000 plus the 10% dividend payment
3. I/We confirm that:
 - 3.1. I/We are fully conversant with all the invitation to tender documentation; and this Tender is submitted strictly in accordance with the invitation to tender documentation including, but not limited to the Instructions to Tenderers.

4. I/We have submitted under cover of this Form of Tender the following documents:
 - 4.1. the proposals requested pursuant to paragraph 17 of the Invitation to Tender; and
 - 4.2. any other required supporting documents.
5. I/We acknowledge that I/We have had full opportunity to inspect the market and confirm that we accept the same and shall not raise any enquiry, objection or issue with it.
6. I/We agree that this Tender shall remain open to be accepted or not by Rossendale Borough Council and shall not be withdrawn for a period of six (6) months from the deadline for receipt of Tenders as set out in the Instructions to Tenderers, or such longer period as may be agreed with Rossendale Borough Council.
7. I/We undertake that if our Tender is successful to execute the Agreement in accordance with our proposals under this Tender; to be prepared by you and at your expense (save for our own costs) for the proper management and operation of the Market.
8. I/We agree that if our Tender is successful I/we shall complete and undertake the commission of the Agreement obligations on 28.09.20 (or such other later date) in accordance with our proposals in this Tender and the terms of the Agreement.
9. I/We certify that the details of this Tender and the Invitation to Tender documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.
10. I/We acknowledge that Rossendale Borough Council, is not bound to accept the highest or any Tender received, and that it reserves the right at its absolute discretion to accept or not to accept any Tender submitted.
11. I/We certify that we have full power and authority to enter into the Agreement, and that this is a bona fide Tender.
12. I/We undertake that the information contained in this Tender is accurate to the best of our knowledge and I/we understand that false information will exclude us from proceeding further with the assessment of the Tender.
13. Without limitation to the above, I/we have given particular regard to Regulation 57 of the Public Contracts Regulations 2015 and undertake that nothing in that regulation applies to the Tenderer unless otherwise outlined in response to Question 1. I/We understand that Rossendale Borough Council shall be entitled to cancel the Agreement and to recover from us the amount of any loss or damage resulting from such cancellation if:
 - 13.1. we have offered or have given or have agreed to give to any person any gift, consideration, inducement or reward of any kind for doing or not doing any action in relation to the Agreement with any of Rossendale Borough Council.
 - 13.2. The acts detailed above have been done by any person employed by our organisation or acting on behalf of us (whether with or without our knowledge).
 - 13.3. In relation to any contract with Rossendale Borough Council, the tenderer or any person or any person employed by the tendered or acting on the tenderer's behalf has failed to disclose any conflict of interests that might result in Rossendale

Borough Council, contravening the Bribery Act 2010 or any statutory or regulatory obligation.

Dated this _____ day of _____ 2020

Signed for and on behalf of the tenderer:

Signed by (please print): _____

Position/Status: _____

Tenderer's Name: _____

Address: _____

Signed for and on behalf of the tenderer:

Signed by (please print): _____

Position/Status: _____

Tenderer's Name: _____

Address: _____

Annex 3

Evaluation Criteria

1.0 Introduction

- 1.1 The Agreement will be awarded on the basis of the quality of the tender submission. This will mean assessing that each Tenderer's tender submission meets RBC's requirements. Assessment will be made against each of the criteria set out in this Annex
3. The weighting of such assessment will be on the basis of **100% quality** on the criteria set out below.
- 1.2 The evaluation process will be conducted as follows:
- 1.2.1 **Compliance check** – Full compliance required for quality assessment to take place as detailed in paragraph 2 below
- 1.2.2 **Quality assessment** – Marks awarded as detailed in paragraph 3 below
- 1.3 During the evaluation period, RBC reserves the right to seek clarification in writing from any or all of the Tenderers, to assist it in its consideration of their Tenders.

2.0 Compliance Check

2.1 Submission requirements

The initial assessment of the tender submission will be to ensure that the information submitted complies with the basic requirements of the Invitation to Tender. The table below shows the details of the compliance check that will be carried out on the tender submission upon receipt and defines the resulting actions for non-compliance.

| Section | Area | Evaluation Requirements | Resulting Actions |
|---------|---------------|--|--|
| General | All Questions | A response must be received against all questions of the Invitation to Tender. | Failure to provide a full and satisfactory response to all questions will mean that a fail score will be recorded for the section, eliminating the candidate from the process. No opportunity will be given to provide additional information. A pro-rata score will not be awarded or considered as part of the overall evaluation against other Tenderers. |

| | | | |
|---------|----------------|-----------------------|--|
| General | Form of Tender | Signed Form of Tender | A failure to submit a signed and dated Form of Tender at the time of submission will be deemed as an act of non-compliance and therefore constitute an immediate fail, eliminating the candidate from the process. |
|---------|----------------|-----------------------|--|

2.2 Word limits

Although there is no word count or page limits, Tenderers should note that their submitted responses should be structured (preferably with bullet points where appropriate) as opposed to submitting long narratives.

3.0 Quality Assessment

3.1 The Panel

Tenders will be evaluated by the RBC selection panel.

3.2 The Tender Questions

3.2.1 If there is a fail to any of the pass/fail questions at Question 1 or Question 2, a fail score will be recorded for the section, eliminating the candidate from the process. No opportunity will be given to provide additional information. A pro-rata score will not be awarded or considered as part of the overall evaluation against other Tenderers.

3.2.2 Responses submitted in relation to the questions detailed in the table below will be assessed for quality over and above the minimum standards and will account for **100%** of the overall marks available for the tender. Accordingly, each tenderer's mark out of the marks stated as available for each question will be weighted by the weightings set out in the table below.

| Tender question | Subject | Total marks available for section | Weightings (%) | Guidance |
|--------------------------|--|-----------------------------------|----------------|----------|
| 16.1 – Question 1 | Paragraph 16.1.1 – name of tenderer | For information | Not applicable | |
| | Paragraph 16.1.2 – Confirmation and details of the bidding model | For information | Not applicable | |

| | | | | |
|--|--|------------------|----------------|--|
| | Paragraph 16.1.3 – Principal contact name and details | For information | Not applicable | |
| | Paragraph 16.1.4 – Company registration number (if applicable) | For information | Not applicable | |
| | Paragraph 16.1.5 – Tenderer's legal entity | For information | Not applicable | |
| | Paragraph 16.1.6 – Tenderer's date of formation | For information | Not applicable | |
| | Paragraph 16.1.7 – Group company details | For information | Not applicable | |
| | Paragraph 16.1.8 – Affiliated or associated with other organisations bidding | For information | Not applicable | |
| | Paragraph 16.1.9 – Vat registration number | For information | Not applicable | |
| | Paragraph 16.1.10 – Confirmation of names and responsibilities | For information | Not applicable | |
| | Paragraph 16.1.11 – Employment by RBC | Pass/Fail | Not applicable | Tenderers should note that if the answer is "yes" to this question, RBC will investigate the nature of the relationship to ensure that it is reasonably satisfied that it does not breach the principles of the 'conflicts of interest' guidelines as previously enshrined within Schedule |

| | | | | |
|--|---|------------------|----------------|--|
| | | | | 1 of the Housing Act 1996. RBC's decision shall be final in relation to this procurement. |
| | Paragraph 16.1.12 – Locations and premises | For information | Not applicable | |
| | Paragraph 16.1.13 – Regulation 57 of the UK Public Contracts Regulations 2015 | Pass/Fail | Not applicable | <p>Tenderers should note that if their response is “no” then their response is marked as a “pass” for this question.</p> <p>If the answer is “yes” and details have been provided (or not) then this question may be scored as a “fail” if the response</p> |
| | | | | does not demonstrate to RBC's satisfaction that the appropriate remedial action has been taken to effectively 'self-cleanse' the situation to prevent similar circumstances from reoccurring. RBC's decision shall be final in relation to this procurement. |

| | | | | |
|--|---|------------------|----------------|--|
| | Paragraph 16.1.14 – Evidence of the Service Provider's financial standing/suitability. | Pass/Fail | Not applicable | Service Providers should be able to demonstrate to RBC that they have sufficient financial standing to successfully undertake their proposals and make the payments set out therein, in the Agreement and comply with the obligations therein. |
| | Paragraph 16.1.15 – Existing Traders | For information | Not applicable | |
| | Paragraph 16.1.16– Employment and Contract termination | Pass/Fail | Not applicable | Tenderers should note that if the answer is “yes” to this question, RBC reserves the right to investigate the circumstances further including making contact with the employer. RBC's decision shall be final in relation to this procurement. |
| | Paragraph 16.1.17 – Submission of the Tenderer's Health & Safety Policy and self-certification of compliance. | For information | Not applicable | |

| | | | | |
|--|--|------------------|----------------|--|
| | Paragraph 16.1.18 – Upholding of a complaint regarding equality and diversity | Pass/Fail | Not applicable | <p>Tenderers should note that if their response is “no” then their response is marked as a “pass” for this question.</p> <p>If the answer is “yes” and details have been provided (or not) then this question may be scored as a “fail” if the response does not demonstrate to RBC’s satisfaction that the appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p> |
| | Paragraph 16.1.19 – Submission of the Tenderer’s Equality Policy | Pass/Fail | Not applicable | <p>Tenderers should note that they must provide its equality policy. Failure to provide it will be marked as a ‘fail’.</p> <p>RBC shall review each the policy to ensure it is reasonably satisfactory to RBC.</p> |
| | Paragraph 16.1.20 – Certification and details of equality and diversity training | For information | Not applicable | |
| | Paragraph 16.1.21 – Minimum available insurance requirements and undertaking | Pass/Fail | Not applicable | <p>Tenderers should note that they are required to:</p> <ul style="list-style-type: none"> • confirm that they already maintain the minimum insurance cover requirements; or • confirm that (if selected) they will commit to taking out the minimum level of required insurance |

| | | | | |
|--------------------------|----------------------------|------------------|----------------|--|
| | | | | <p>cover before entering into the Contract; and</p> <ul style="list-style-type: none"> undertake to ensure that such policies do not contain any exemptions or exclusions that would interfere with its duties under the Contract <p>A failure to confirm the above will result in a "fail" mark being awarded for this question.</p> |
| 16.2 – Question 2 | Management Agreement | Pass/Fail | Not applicable | <p>Tenderers should note that they are required to:</p> <ul style="list-style-type: none"> confirm that they are willing to enter into the Agreement (if selected); and confirm that they have undertaken any required reviews and gained any required advice so as to accept the terms of the draft Agreement and that it is able to execute an Agreement as drafted (if selected). <p>A failure to confirm the above will result in a "fail" mark being awarded for this question.</p> |
| 16.3.1 | Question 3 - Part 1 | 40 | 40% | RBC is seeking a dynamic partner that will maximise the potential for this site |

| | | | | |
|--|---|--|--|---|
| | <p>Vision, events and business plan</p> <p>Please provide:</p> <p>(a) a strategic concept vision and innovation document;</p> <p>(b) a partnership approach statement to working with RBC's Economic Development Team and other partners;</p> <p>(c) a full business plan including financial projections P&L, cash flow and long term balance sheet forecasts;</p> <p>(d) an ethical compliance statement (to cover items that are not illegal but not in the best image of RBC, for example (but not limited to) animal circuses or lap dancing events);</p> <p>(e) a trading, events, food & drink, promotions and communications plan.</p> <p>(f) Proposed layout of the building and site to support the vision</p> <p>(g) Disaster Recovery and Business Continuity Plan</p> | | | <p>and the wider Town centre. RBC is particularly focused on realistic plans that drive continually increasing footfall, which include for holding exciting events that bring in new people to the borough and a business plan that shows a financially sustainable and growth.</p> |
|--|---|--|--|---|

| | | | | |
|--------|--|----|-----|--|
| 16.3.2 | <p>Question 3 – Part 2</p> <p>Payments to RBC</p> <p>Please confirm:</p> <p>(a) the proposed annual management fee (to be no less than £20,000)</p> <p>(b) the projected profit and the dividend payment years 0 - 5</p> <p>the full accounting formula and methodology for profit calculation and dividend percentage payment schedule.</p> | 20 | 20% | <p>Proposed annual management fee (to be no less than £20,000)</p> <p>10% of all net profits to be paid in dividend to RBC through an open book accounting procedure. Profits must not be mitigated and should follow</p> <p>standar d</p> <p>accountancy practice (details of the formula and procedure to be specified in the submission including methodology for depreciation of assets and the proposed staff and directors' remuneration costs and their increase methodology).</p> <p>RBC is seeking the full accounting methodology.</p> <p>Weighting will be given to those Tenderers that can maximise net dividend returns to RBC and use fair methodology.</p> |
|--------|--|----|-----|--|

| | | | | |
|--------|--|----|-----|--|
| 16.3.3 | <p>Question 3 – Part 3</p> <p>Experience, references, CVs and Case studies (10%)</p> <p>Please provide details of your experience including:</p> <p>(a) two case studies/projects;</p> <p>(b) two recent references;</p> <p>(c) CVs of the bids management team and a management structure diagram;</p> <p>(d) details of any joint venture agreements (if any).</p> | 20 | 20% | <p>RBC will be seeking an experienced partner that can demonstrate that they have the necessary requirements to operate the market on our behalf. This should include previous experience and a list of case studies that support the credentials of the applicant.</p> <p>Tenderers without a proven track record in market operation will need to clearly demonstrate that they have the necessary transferable skills and experience to deliver this tender. Case studies should be relevant to the vision and business plan for the Market site.</p> <p>Please note that the panel may decide to view established examples that the tenderer has already managed as part of the process or examples of a third party that the tenderer is seeking to replicate</p> |
| 16.2.4 | <p>Question 3 – Part 4</p> <p>Existing traders transition plan</p> <p>Please provide a plan for the transition and incorporation of existing traders</p> | 10 | 10% | <p>RBC is seeking a partner that will be able to build a strong relationship with existing traders and work with them to enhance and modernise the Market site. RBC would welcome bids from existing traders or joint ventures with traders and a third party, but there must be a clear lead entity.</p> |

| | | | | |
|---------------|---|------------------|------|--|
| 16.2.5 | Question 3 – Part 5 Performance Management Please provide: (a) proposed methods for collecting performance statistics and reporting taking into account the requirements set out at section 2 of the ITT; (b) proposed opening days; (c) proposed opening hours (d) proposed opening hours; footfall counter specification and collection methodology; (e) named position of those attending quarterly review meetings | 10 | 10% | The Agreement includes for key performance management targets. The successful tenderer will be required to submit to RBC regular performance statistics as well as granting regular unhindered access for RBC officers to conduct their own surveys. |
| | TOTAL | 100 marks | 100% | |

3.2.3 Each of the questions comprised in Question 3 of the Invitation to Tender (being the qualitative evaluation) will be marked out of the score allotted to it, using the scoring scale noted below and will then be weighted in accordance with the percentage weightings noted above.

| Performance | Judgement | Score |
|--|------------------|--------------|
| Meets the standard in all aspects and exceeds the standard in some or all of those | Excellent | 10 |
| Meets the standard in all aspects but does not exceed it | Good | 8 |
| Meets the standard in majority of aspects but fails in some | Satisfactory | 6 |

| | | |
|--|----------------|---|
| | | |
| Fails to meet the standards in the majority of aspects but meets in some | Unsatisfactory | 4 |
| Significantly fails to meet the standard | Poor | 2 |
| Completely fails to meet the standard | Failed | 0 |

3.3 Summary of qualitative evaluation

| Stage | Marks available | Percentage weighting to overall Tender |
|-------------------------------|-----------------|--|
| Responses to tender questions | 100 | 100% |
| Total tender score | 100 | 100% |

Annex 4

Summary of ineligibility conditions provided by regulation 57 of the Public Contracts Regulations 2015

1 Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved). If you have answered “yes” to question 1.2 below on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

1.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?

- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
- (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
- (c) the common law offence of bribery;
- (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
- (e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial

interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

- i. the offence of cheating the Revenue;
 - ii. the offence of conspiracy to defraud;
 - iii. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - iv. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - v. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - vi. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - vii. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - viii. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
- (f) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
- (g) any offence listed—
- i. in section 41 of the Counter Terrorism Act 2008; or
 - ii. in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- (h) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
- (i) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
- (j) an offence in connection with the proceeds of criminal

- conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
- (k) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
- (l) an offence under section 59A of the Sexual Offences Act 2003;
- (m) an offence under section 71 of the Coroners and Justice Act 2009;
- (n) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- (o) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
- (p) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

1.2 **Non-payment of taxes –**

- (a) Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?
- (b) If you have answered 'Yes' to the above question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?

2 Grounds for discretionary exclusion

The authority may exclude any Tenderer who answers 'Yes' in any of the following situations set out below in paragraphs 2.1(a) to 2.1(k);

2.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.

- (a) your organisation has violated applicable obligations referred to in regulation 56(2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law,

collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;

- (b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- (c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
- (d) your organisation has entered into agreements with other economic operators aimed at distorting competition;
- (e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
- (f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;
- (g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- (h) your organisation—
 - i. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
 - ii. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or
- (i) your organisation has undertaken to

- i. unduly influence the decision-making process of the contracting authority, or
 - ii. obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or
- (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
- (k) From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012 given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion or been found to be incorrect.

Annex 5

FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

1. RBC is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
2. As part of RBC's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Agreement to anyone who makes a reasonable request.
3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **"Not for disclosure to third parties"** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
4. RBC will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However RBC shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR or is to be disclosed in response to a request of information. RBC must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
5. RBC will not be held liable for any loss or prejudice caused by the disclosure of information that:
 - 5.1. Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
 - 5.2. Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
 - 5.3. In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information

Appendix 1

Management Agreement

See Separate Document "Appendix 1 – Management Agreement"

Appendix 2 – Current Income & Costs

Market I&E as at 31st December 2017

Rawtenstall

Income 68,109

Salary & Salary related costs 3,230

Split unallocated Costs / Expenditure 1,999

Facilities Costs (Utility Bills) 50,081

subtotal - "Cash" expenditure 55,310

"Cash" Surplus / (deficit) 12,799

Locality Manager / Officer Time 1,877

Percentage of Facilities Mgmt Time 3,523

5,400

Inc. officer time Surplus / (deficit) 7,399

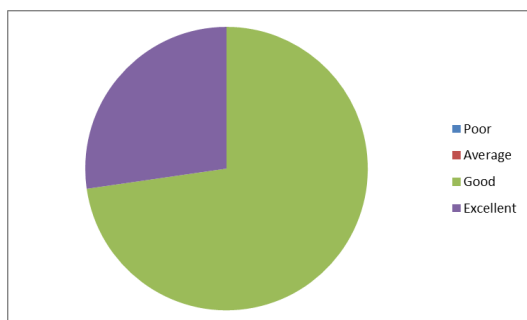
| | 2017/18 published | Actuals | Forecast | Projected under/overspend |
|-----------------------------------|-------------------|--------------|--------------|---------------------------|
| Permanent Employees - Basic Pay | 9,220 | 0 | 0 | 9,220 |
| Overtime - basic | 0 | 2,209 | 2,209 | |
| Overtime - Time and a half | 0 | 333 | 333 | (333) |
| Permanent Employees NI | 700 | 217 | 217 | 483 |
| Permanent Employees - Superan | 1,440 | 343 | 343 | 1,097 |
| Employee Related Insurance | 100 | 128 | 128 | (28) |
| Car Allowances - Staff | 500 | 0 | 0 | 500 |
| Employees-Related Costs | 11,960 | 3,230 | 3,230 | 10,939 |
| Burglar Alarms & Security Systems | 0 | 0 | 0 | 0 |
| Purchase of Tools & Equipment | 110 | 62 | 250 | (140) |
| Artists Appearance | 0 | 0 | 150 | (150) |
| Telephone Line Rental | 550 | 423 | 614 | (64) |
| Performing Rights Society Fees | 0 | 570 | 570 | (570) |
| Publicity | 0 | 121 | 161 | (161) |
| Direct Costs | 660 | 1,176 | 1,745 | (1,085) |
| PAT Testing | 0 | 0 | 0 | 0 |
| General Repairs | 11,500 | 11,959 | 11,959 | (459) |
| Electricity | 18,450 | 8,632 | 15,657 | 2,793 |
| Gas | 3,700 | 1,259 | 2,785 | 915 |
| Business Rates | 9,600 | 9,320 | 9,320 | 280 |
| Water - Metered Supplies | 4,640 | 1,472 | 4,747 | (107) |

| | | | | |
|---------------------------------|------------------------|------------------------|------------------------|------------------------|
| Water Rates | 4,190 | 976 | 2,661 | 1,529 |
| Central Heating / boilers | 820 | 369 | 800 | 20 |
| Fire Extinguishers | 80 | 23 | 23 | 57 |
| Burglar Alarms | 200 | 83 | 83 | 117 |
| Cleaning Supplies | 500 | 352 | 530 | (30) |
| Refuse Collection | 20 | 42 | 48 | (28) |
| Premises Related Insurance | 1,260 | 1,468 | 1,468 | (208) |
| Asbestos | 0 | 0 | 0 | 0 |
| Direct Costs | 54,960 | 35,955 | 50,081 | 4,879 |
| | <u>67,580</u> | <u>40,362</u> | <u>55,057</u> | <u>14,732</u> |
| Rent Market Stalls | (79,960) | (25,730) | (68,109) | (11,851) |
| Direct Income | <u>(79,960)</u> | <u>(25,730)</u> | <u>(68,109)</u> | <u>(11,851)</u> |
| Total Rawtenstall Market | <u>(12,380)</u> | <u>14,632</u> | <u>(13,052)</u> | <u>2,881</u> |
| Check Sum | (67,340) | (21,323) | | |
| Check Sum | 54,960 | 35,955 | | |
| | (12,380) | 14,632 | | |

Appendix 3

Market Traders' Survey

Question 1: As a Market trader, what is your current perception of Rawtenstall Market?



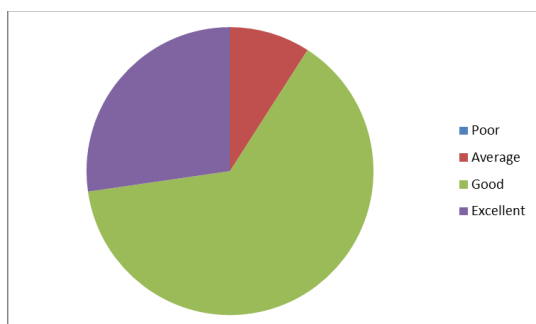
| Poor | Average | Good | Excellent |
|------|---------|------|-----------|
| 0 | 0 | 16 | 6 |

Comments on Question1

| |
|--|
| As a trader, since June It has become a social hub now that all the 'Dingy Stalls' have been removed and painted. We have invested into our stall and made it a community meeting point where all types of families, elderly, young people come to meet up for coffee, cake, catch up and it is working. |
| Atmosphere on the market has improved greatly over the last 8-10 months. May it continue. |
| Footfall improved, better atmosphere, more families using the market, good alterations made to help with appearance. Outdoor cabins need filling, only 6 used. Toilets need painting and updating. Parking could be better. |
| The market has much more advertising and is now known and used by a much wider customer base. The atmosphere is much more relaxed. There is a much greater variety of stalls without duplicating any. The cabin Nano Bar has brought in a lot of custom with its relaxed, friendly atmosphere and widened the publicity. |
| Need more traders to join on Thursdays as it can look empty. Excellent atmosphere which customers comment on. Needs money spending especially toilets, heating and electrics. |
| I think people see the huge effort that has been put into the market and the transformation that has taken place. |
| The management of the market looks far better and is promoted extremely well |
| Its developing, wanted. The work going into the development is constant, proactive and up to current trends. Friendly, supportive customers. |
| Nice to have toilets with toilet rolls - soap - hot water and drier. Good selection of stalls. Carpet on the floor helped our feet keep warm. Our first time - hope to come again. Good trolleys for us to use. Free parking. Close access to the entrance! |
| It's got better over the last few months and is looking like it's improving more. |
| Obvious room for improvement. |

| |
|---|
| It's our favourite market. Vibrant, well curated and run. The market is really thriving. There's an eclectic mixture of traders and artisans and a fantastic atmosphere. |
| The management have done an amazing job. The traders and customers are hugely grateful. |
| Much improved - outside looks better - open areas work well inside - better atmosphere and more interesting stalls. Parking still difficult - toilets need modernising. |
| But, I think that the market is still looking for the type of trader that sells fresh produce like a bread stall, a biscuit stall and flower stall. It's fab what has been done and it shows in the increased footfall, which is all good. Customers like to see the same faces week in and week out on the stalls that they visit each week, permanent traders make a market, not casuals. But there again perhaps the traditional market has long since gone. |
| As it is now. |

Question 2: How do you think the experience is for customers?



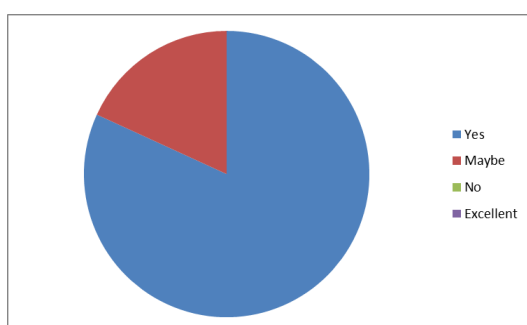
| Poor | Average | Good | Excellent |
|------|---------|------|-----------|
| 0 | 2 | 14 | 6 |

Comments on Question 2

| |
|--|
| I have over 30 years customer service experience and all my staff engage with the customers. We talk to them whilst they are sat with us. Whilst welcoming the market is a little quiet on a Thursday at the moment, but on a Saturday it is super busy and there is a great atmosphere. There is a good variety of stalls and we always encourage new traders to come back. |
| Atmosphere on the market has improved greatly over the last 8-10 months. May it continue. |
| Positive feedback from my customers. Could be better from some traders! More stalls needed to improve this. |
| Many customers like the changes and the more relaxed atmosphere. The seating area gets well used and the varied events attract a much wider footfall. Several customers have commented on the high prices of the market café and the times it is closed at Christmas and summer holidays. |
| Customers comment on a "lovely atmosphere". |
| I think there's a wide range of goods for sale to suit all, happy vibrant atmosphere. Dog friendly, family friendly, nice social environment, excellent food produce and range. Nice and welcoming stall holders. All in all provides a great atmosphere for all. |
| Depends which day customers visit. |
| You can hear visitors and customers commenting, how much better the market looks. |
| Depends what the customer wants. Dependable basics i.e. grocers, butchers, reliable weekly traders. Investing in local area. Choice/variety. |

| |
|--|
| Bright and cheerful market. Not too big. Food, free parking. Nice selection of stalls. Customers have said how improved it is. |
| Had a customer visit for the first time, her usual market is Todmorden and she was very impressed and preferred it here. |
| New stalls selling a wide variety of products, getting better all the time. |
| Customers constantly comment about how it's improved recently. |
| Everything the Management and the Traders can do is excellent. |
| More interesting variety. Regular designated trading - i.e. vintage Thursdays/makers Saturdays. Much more proactive management means advertising working and families are coming down. |
| Everyone loves a busy market and it is, but I'm a little concerned that the lack of a proper café will have an impact on trade in general. The café on a market is like a hub of a wheel, everyone knows where it is, a place where you can have a sit down a brew and something to eat, or to meet up with someone. |

Question 3: Would you welcome refurbishment proposals for the current site?



| Yes | Maybe | No | Excellent |
|-----|-------|----|-----------|
| 18 | 4 | 0 | 0 |

Comments on Question 3

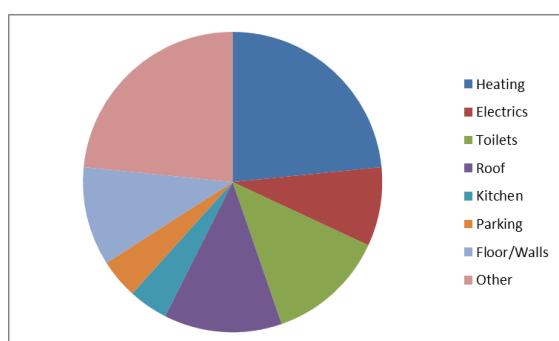
| |
|---|
| We want to be here for the long term, so we would welcome any development that would make it more appealing, including Wi-Fi, extra parking, but at what cost to us the traders. I am looking to expand on here if possible in the next few months. Also how long would we have disruption? |
| If refurbishment means knocking it down, then definitely not. If it means replacing the toilets and heating then that is fine. |
| Toilet block, traders' kitchen, heating system, electrics. |
| Yes I think the essentials need to be addressed heating etc. and I'm sure all would benefit from refurbishment. |
| Would depend on what they were. |
| Heating and electrics. |
| A lot of refurbishment has already taken place. |
| Depends on what the proposals are, would need to have more information. |
| Only if were needed. Recent work has kept an authentic market feel. |
| We like the oldie - worldy atmosphere. It needs to keep its character. |
| Depending on costs to traders etc. |
| Bring it up to standard. |

I think a system to ensure footfall on the back two aisles would be fantastic. As far as cosmetic refurbishment; I quite like how it is now, it's got character! Wi-Fi would be fantastic!

Doesn't need great redevelopment - just needs care and attention - customers appreciate the quirkiness rather than having it totally modernised!! Floor could do with an upgrade - toilets - general keeping on top of décor etc.

This building was never meant to be a market, it was a storage facility, and the market was temporarily housed in it because the actual market had burned down. So a face lift would be great, a lower ceiling would help to keep the market warm in winter.

Question 4: If the market was to be refurbished, what specific capital investment improvements would you like to see made?



| Heating | Electrics | Toilets | Roof | Kitchen | Parking | Floor/Walls | Other |
|---------|-----------|---------|------|---------|---------|-------------|-------|
| 11 | 4 | 6 | 6 | 2 | 2 | 5 | 11 |

Comments on Question 4

More sinks, better electrics, extra seating areas. Some heating would be nice, advertising the market, maybe encouraging coach parties like they do at Bury.

The main building! Roof needs doing, toilets, heating, parking, outside cabins need sealing against floor. Outdoor cabins would be better going from front to back.

Toilets improved, heating improved, electricity updated.

Toilet block, traders' kitchen, heating system, electrics.

Heating, roof, toilets, advertising for the market, refurb.

Better heating, roof repairs.

Roof needs sorting and the electrics and heating.

Not sure what's needed.

Heating, general update and modernisation.

CCTV, Wi-Fi, cash machine.

A coat of paint and more efficient heating/air con.

Improvements to the toilets would be fantastic, perhaps some disabled changing facilities.

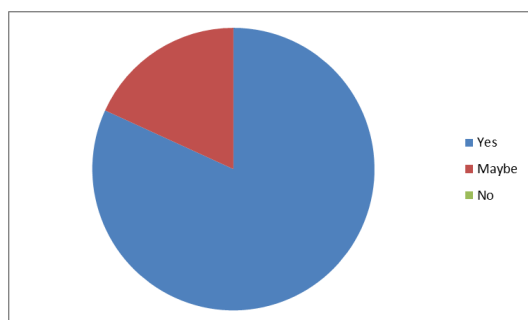
Damp back wall, insulation revamped storage.

Outside of market hall needs attention especially walls/gutters backing onto car park. Blue/grey décor much better than the green! Kitchen upgrade necessary.

Re-roof, lower ceiling, more efficient heaters, new floor, improve the toilets, make the rear car park for traders and customers only, give traders a permit to display for all day parking, make the parking for customers a maximum of 2-3 hours.

Better heating system, new roof, new floor as when wet can be slippery.

Question 5: If the market was to operate on more than 2 days, would you be willing to open?



| Yes | Maybe | No |
|-----|-------|----|
| 18 | 4 | 0 |

Comments on Question 5

| |
|--|
| Definitely. Three days would be ideal, Thursday, Friday and Saturday. |
| Depends what days. |
| Absolutely!! I want this to be my only job income. I've only been in the business for 5 and a half months and I love it. Fridays would be great with potential for five days a week! We want to be the best market around. |
| I would struggle due to other commitments. |
| Tuesday would be a good day as Bury market is closed. |
| Tuesday would be a good day. Splits it up. |
| Not keen on this due to historical opening times. |
| Extra days would benefit both traders and customers. |
| No from a personal point of view, only trading one a month. Build up to Christmas would do more. |
| If the footfall was there. |
| Would depend on what day. |
| A Sunday market would be brilliant. |
| This would affect my benefits, three days is not viable, four is viable. |
| Often better to be focused on the two days rather than half empty on all three. Lack of footfall would be very detrimental so two busy days much better. |
| Some traders like ourselves are active in our business for six days a week; so I can't be in two places at once, also other traders also have other commitments. |

Question 6: There are events planned on the town square and the rest of Rawtenstall several times a year, such as the 1940's weekend and the 1960's festival. Would you like the market to tie in with these events?

| Yes | Maybe | No |
|-----|-------|----|
| 22 | 0 | 0 |

Comments on Question 6

| |
|---|
| Street food, Fri, Sat/Sunday, days or nights. More events for the children. Weekly raffle, traders to give out tickets, winning ticket to be spent on the market. |
| This is a hub now, so encouraging more people to come, attract all different age groups and communities, live music, gin festivals, Christmas events, makers markets with all different things. |
| They should all be tied in with the market! It's such an important part of Rawtenstall, it needs to be the heart of the community. |
| With the present advertising and inclusion on social media, it would probably increase the footfall on these days. |
| We have tried this in the past, but always felt as if we were not part of the rest of the town. |
| Very important for the whole of town centre to participate. |
| Great idea. |
| I am looking forward to these events. |
| That would be great but cost would need considering. I would have to pay for a van and man to move stock as I am disabled. |
| We already do and have our own special events too. |
| But surely the Valley Square is going to be built soon, so how can you hold these events on the square if it's not available. |

Question 7: Have you any market specific event ideas that you would like to see developed?

Comments on Question 7

| |
|--|
| Street food, Fri, Sat/Sunday, days or nights. More events for the children. Weekly raffle, traders to give out tickets, winning ticket to be spent on the market. |
| Gin festival, farmers market, Christmas light switch on, Friday night socials and foodie Fridays. |
| Yes - monthly socials night are great! - Sunday markets either with current traders or others - car boots, farmers, food, gin and beer events, Charity events, Easter, Christmas, Mothers' day, Fathers' day events etc. |
| To carry on with the good work. |
| Pet show, events for children. |
| Petting farm, attractions for children. |

| |
|---|
| Farmers market, makers market, fun days, entertainment has been well received. |
| The "Farmers Market" could use the car park at the rear of the market on Sunday. |
| More sociable events, outdoor farmers market, private hire. |
| Fun days/activities - we can bring a potter wheel for people to 'have a go'. |
| Maybe a car boot on Sundays in the car park? |
| A treasure hunt, geo-cache to encourage people to walk all the aisles. Creativity workshops for the lonely/vulnerable/those with mental health issues. |
| The Bike Show |
| Food festivals, seasonal events, workshops linked to crafts etc. |
| Bring the market café back! Traders need to promote their own businesses, they can't rely on anyone else to do that, the market can be advertised in general by whoever takes over, perhaps they could set up a quarterly advertising scheme that traders can join and split cost between themselves to lower the cost in general. Some traders promote online, but an ad in the free press now and then would also help. |

Question 8: If the council was to appoint a partner organisation for the management of Rawtenstall Market, what are the most important aspects to consider for your business that need incorporating into the existing trader plan?

Comments on Question 8

| |
|--|
| Consultation with traders before decisions are made. |
| Dedicated manager - someone with passion and drive. Work in the best interests of the traders and encourage new businesses to open there. |
| Somebody there throughout the day, show people around, check on traders. Manage social media and bookings. Be available if needed in an emergency, be approachable, somebody willing, committed to continue the fantastic work e.g. market manager. Signage outside, trader parking. |
| No further rent increases. A person always being on-site and available. |
| No increase in rent as it has just increased. Increased footfall. Good communication between the management and traders. The market being promoted. |
| Cost per stall, pricing. Would worry about charges. |
| To continue with artisan markets on Saturdays. |
| Carry on the good work already started. |
| Wi-Fi, cash machine, dedicated market manager. |
| To ensure that the running of the market continues to take interest in what happens also to make sure traders are not selling same products as other traders and to give customers variety. |
| The manager is proactive on social media daily, constantly available at the market on trading days, has an up to date vision of how markets are used in 2020, supportive and proactive for all stalls. |
| Publicity/marketing. |
| First time trader. |
| As I sell vaping products, it is very important that I retain my outside stall. |
| Plenty of different traders. |

| |
|--|
| Similar rent to now, an increase is to be expected, hopefully not a huge one! I hope it would keep the personal family feel, with an approachable consistent manager. |
| No dual traders, no price hike, drive and passion, must be at the market during opening hours, must be competent on social media. |
| Needs enthusiasm and vision, proactive in getting new traders etc.! Rent increases don't work if not an increase in the footfall. Okay for casuals but the long term traders have kept it open! Specialist interest in the market - always here and sympathetic to traders and customers' needs. |
| To stay exactly where we are, our business was born 28 years ago on this market and has grown on this market so to speak, so we wouldn't welcome any changes to the days we are open or to big rent increases. |

Question 9: In the long term, what do you see as the vision for Rawtenstall Market?

Comments on Question 9

| |
|--|
| A vibrant market that moves along with the times. |
| Destination for visitors, good meeting place, incentives for new businesses, social hub, increase of trading days. |
| Open five days a week, booming every day, all ages using market, social nights continued, Sunday events, stalls filled every day, pop-ups and current. |
| To be the place to be and the market to trade at, as well as being one of the friendliest market. |
| A vibrant market, catering for all ages. |
| To thrive, the place to be. |
| To carry on improving. |
| The problem is parking and a dedicated qualified market manager. |
| To have a nice balance of traders selling various products and foods etc. |
| A vibrant, social, shopping, eating and socialising experience. It's seen as a central point in the town. |
| For the market to grow. |
| I think it will carry on and improving with the right management. |
| A vibrant, bustling market, a place in which to spend some time, not just in and out. |
| I want it to continue and grow and remain a friendly, warm welcoming environment. I started trading almost 12 months ago and can already see a vast improvement! |
| Develop alongside its character - appeals to older and younger customers - Rawtenstall needs interesting and different places to shop not just supermarkets and food outlets! Also something should be made of its history - helps if people involved actually know something about it! Good to have stalls selling non-supermarket stuff! |
| To stay open, thriving and be a place generations can use for many, many years to come. |
| Popular meeting place and social. |

Question 10: Do you have any other comments in general?

Comments on Question 10

| |
|---|
| Suggestion box at the main entrance for customers to have their say. |
| As the coffee bar and hub here at the market and as a small business, I want to stay here so I am looking forward to see what the next 12 months brings. The new traders and old traders want this to work and succeed so please make this happen. Thank you. |
| I'm buzzing to be a part of this market and have its future in full hopes of being a huge part of the country! Be the best it can be! |
| Although the market café looks very nice there isn't anywhere to get a market price sit down meal and warm drink. One of the outside cabins could be used as a café - (Bury market has several outside café cabins). Allow the Nano Bar to reopen. |
| General concern for the future if no one is appointed. |
| I think the work done thus far has been amazing. The huge effort that has been put in is brilliant. I think everyone hopes it goes from strength to strength. |
| Market needs investment, not only in improvements to heating, electrics, roof etc. But also in continuous promotion. |
| I hope it continues to grow. |
| I've visited the market since being a child in the 90's, now that I'm a pop-up trader I feel at home here. Coming to the market has helped my mental health so much. It has given me confidence in myself and faith in my ability. Thank you! |
| There has been a huge amount of effort and time put into the market and also behind the scenes. |
| To keep the market moving forward it needs day to day constant activity in the public eye. This cannot stop! |