

**FORM 1**

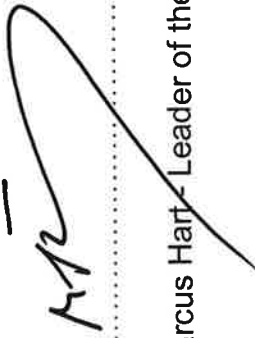
**NOTICE OF DELEGATION OF DECISION TO CABINET MEMBER BY STRONG LEADER**

Section 15(4) of the Local Government Act 2000, the senior executive member may discharge any of the functions that are the responsibility of the Cabinet or may arrange for them to be discharged by another member of the Cabinet or Officer. On 1<sup>st</sup> December 2010, the Council adopted the Strong Leader Model for Corporate Governance 2011 as required under Part 3 of The Local Government and Public Involvement in Health Act 2007 (The 2007 Act).

I, Cllr Marcus Hart, as Strong Leader, delegate the decision North Worcestershire Economic Development and Regeneration Outdoor Markets, as detailed in the Forward Plan to the Cabinet Member detailed below:

Cllr John Campion  
Cabinet Member for Planning and Economic Regeneration

Dated: 01.10.15.

Signed:   
.....  
Marcus Hart - Leader of the Council

**FORM 2**

**NOTICE OF DECISION OF CABINET MEMBER**

Pursuant Section 15(4) of the Local Government Act 2000, as amended by section 63 of the Local Government and Public Involvement in Health Act 2007, the senior executive member may discharge any of the functions that are the responsibility of the Cabinet or may arrange for them to be discharged by another member of the Cabinet or Officer. On 1<sup>st</sup> December 2010, the Council adopted the Strong Leader Model for Corporate Governance 2011 as required under Part 3 of The Local Government and Public Involvement in Health Act 2007 (The 2007 Act).

In accordance with the authority delegated by the Leader I have made the following decision:

| Subject  | Decision  | Reason for decision   | Date for Decision to be taken   |
|--|---|---|---------------------------------|
| North Worcestershire Economic Development and Regeneration Outdoor Markets | Approval of the tender evaluation model; and to grant delegated authority to the Director of Economic Prosperity and Place in consultation with the Cabinet Member for Planning and Economic Regeneration to award the contract(s) for the operation and management of Kidderminster, Bromsgrove and Redditch Outdoor Markets in line with the specifications and an approved evaluation model. | To progress the procurement of a market operator or operators to manage and operate the outdoor markets in Kidderminster, Bromsgrove and Redditch town centres. | 30 <sup>th</sup> September 2015 |

**I confirm that the appropriate statutory officer consultation has taken place with regard to this decision.**

Dated: 01.10.15

Signed: 

Councillor: John Campion Cabinet Member for Planning and Economic Regeneration

**To:** Leader of the Council

**From:** Director of Economic Prosperity and Place

**Date:** 30<sup>th</sup> September 2015

## **North Worcestershire Economic Development & Regeneration Outdoor Markets**

### **1. PURPOSE**

To seek approval for delegated authority to be given to the Cabinet Member for Planning and Economic Regeneration to appoint one or more operators to run and manage the three Outdoor Markets in Kidderminster, Bromsgrove and Redditch Town Centres, in accordance with the specifications attached to this report, following competitive tender exercises.

To seek approval for the tender evaluation model proposed for the appointment of an operator for the respective Outdoor Markets as per Paragraph 10 of the Contract Procedure Rules.

### **2. RECOMMENDATION**

**That the Leader is asked to DECIDE:**

- 2.1 to approve the tender evaluation model contained in Section 4 of this report; and
- 2.2 to grant delegated authority to the Director of Economic Prosperity and Place in consultation with the Cabinet Member for Planning and Economic Regeneration to award the contract(s) for the operation and management of Kidderminster, Bromsgrove and Redditch Outdoor Markets in line with the specifications and an approved evaluation model.

### **3. BACKGROUND**

- 3.1 The North Worcestershire Economic Development and Regeneration (NWEDR) Shared Service currently manages the contract for the already outsourced Kidderminster Outdoor Market and, by way of the Shared Service Collaboration Agreement, dated 27<sup>th</sup> May 2011, also manages the day to day operation and management of Bromsgrove and Redditch Outdoor Markets.
- 3.2 The Kidderminster Outdoor Market currently operates every Thursday and Saturday by way of a contract between this Council and LSD Promotions Ltd. The contract termination date has expired and LSD is holding over prior to a new tender for the market operation being advertised and let.

3.3 Bromsgrove Outdoor Market currently operates every Tuesday, Friday and Saturday through the NWEDR Shared Service.

3.4 At its meeting on 1<sup>st</sup> July 2015, Bromsgrove District Council's Cabinet resolved that:

- 1) the management of Bromsgrove Outdoor Market be contracted to an external provider for an initial term of 5 years with an option to renew for a further term of between 2 and 5 years;
- 2) the current "single trade" policy for Bromsgrove Outdoor Market be rescinded;
- 3) the delegation in relation to the direct management of the market contained in the Collaboration Agreement relating to the provision of Economic Development and Regeneration Services, be amended to reflect the decision at 1);
- 4) the conduct of a procurement and contracting process to select and appoint a contractor to manage Bromsgrove Outdoor Market be delegated to Wyre Forest District Council in consultation with the Chief Executive and the Portfolio Holder for Economic Development, Regeneration and Town Centre and
- 5) delegated authority be granted to the Head of Legal Equalities and Democratic Services to amend the Collaboration Agreement referred to at 3)

3.5 Redditch Outdoor Market currently operates every Monday, Tuesday, Thursday, Friday and Saturday similarly through the NWEDR Shared Service.

3.6 At its meeting on 14<sup>th</sup> July 2015, Redditch Borough Council's Executive Committee resolved to:

- 1) authority be given to undertake a procurement process in order to select an external provider in respect of the management of Redditch Outdoor Market for an initial term of 5 years with an option to renew for a further term of between 2 and 5 years;;
- 2) the delegation in relation to the direct management of the market contained in the Collaboration Agreement relating to the provision of Economic Development and Regeneration Services, be amended to reflect the decision at 1);
- 3) the conduct of a procurement and contracting process to select and appoint a contractor to manage Redditch Outdoor Market be delegated to Wyre Forest District Council in consultation with the Chief Executive and the Portfolio Holder for Planning, Regeneration, Economy and Transport and

- 4) delegated authority be granted to the Head of Legal Equalities and Democratic Services to amend the Collaboration Agreement referred to at 2)
  - 5) the representations/issues and the proposed response of two letters sent to the Executive Committee be noted
- 3.7 A competitive tender process is now required in order for one or more contractor to be appointed to operate the markets from whom each Council party to the Shared Service Collaboration Agreement will receive an annual sum accordingly.
- 3.8 With particular regard to Kidderminster Outdoor Market and coinciding with this process, the Overview and Scrutiny Committee undertook a review of the market and established a Review Group. This Group reported back to Scrutiny Committee at its meeting on 25<sup>th</sup> September 2015. The Scrutiny Committee agreed to recommend to Cabinet that within the procurement process to appoint a new operator:
- the length of the contract should be for a period of 5 years plus a 5 year extension to ensure there is ample opportunity to give the future market operator scope for investment in stalls (the design and style of which is to be approved by the Council) and equipment.
  - there be no change to the days of the week which the general market is held on and that markets continue to be held on a Thursday and Saturday, within the streets of the Town Centre as defined by a boundary map. The stalls be set up with due regard to health and safety compliance and with minimum disruption as possible to the existing business within the town.
  - the Council reserves to right to utilise the space identified for the general market to hold 4 special events / festival markets throughout the year. The special events / festival markets would be organised by the Town Centres Manager in consultation with the Town Centre Team. The Market Operator to be invited to be a Member of the Town Centre Team.
  - that on the occasions when festival markets are held over a 3 day period, the option may be given to the Market Operator to invite general market traders to take part in the 3 day events.

#### **4. EVALUATION CRITERIA AND SCORING METHODOLOGY**

- 4.1 In order to conform to the Councils Contract Procedure Rules, approval of the evaluation criteria for each of the tender processes is required. The proposed evaluation criterion for each market operation is outlined below.
- 4.2 The contract or contracts will be awarded to the Bidder with the Most Economically Advantageous Tender (MEAT). Tenders will be evaluated on a

Cost and Quality basis. Bidders are invited to complete both categories which will be evaluated by an Evaluation Panel. The weightings for each category are as follows:

| Category           | Weighting % |
|--------------------|-------------|
| Cost Assessment    | 60%         |
| Quality Assessment | 40%         |

### 4.3 Notes on Cost Assessment

- 4.3.1 The Cost Assessment will be based on the tender returns and are worth 60% of the overall marks.
- 4.3.2 The Bidder with the highest tender price will score the maximum score of 60%. The other tenders will be scored pro rata as a percentage of their tender compared with the highest tender.
- 4.3.3 Please see the illustrated example below for clarity

| Tender A | Tender B | Tender C | Tender D |
|----------|----------|----------|----------|
| 12,000   | 11,500   | 11,000   | 10,000   |
| 60%      | 57.69%   | 55.04%   | 50%      |

- Tender A is the highest and scores a maximum of 60%
- Tender B – 12,000 divided by 11,500 = 1.04  
60 divided by 1.04 = 57.69%
- Tender C – 12,000 divided by 11,000 = 1.09  
60 divided by 1.09 = 55.04%
- Tender D – 12,000 divided by 10,000 = 1.2  
60 divided by 1.20 = 50%

#### 4.4 Notes on Quality Assessment

4.4.1 Bidders for Kidderminster Market are required to provide a written response to the questions contained in the Tender Document, as follows

| Ref. | Question   | Weighting   |
|------|--|---|
| 1    | Describe in detail how you propose to operate the markets, as shown in the Specification, within Kidderminster Town Centre. Please include how you will manage and supervise the markets, the daily operation of markets and the control of counterfeit or illegal goods, the management of the allocation of pitches and the collection of charges. | <b>40%</b><br>(includes 10% on the basis of a presentation to the evaluation panel) |
| 2    | Describe in detail how you would provide, store and maintain the Market Stalls, Canopies and associated equipment and provide for replacements in future as required, to enhance the quality of the town centre environment.   | <b>10%</b>  |
| 3    | Describe in detail how you will advertise, market and promote the market. Please include how you will advertise to the general public, market traders and how you will promote activities.   | <b>10%</b>  |
| 4    | Describe in detail how you will provide high quality Customer Care and Communication. Please include customer care and communications with Wyre Forest District Council, market traders, businesses, members of the public and key stakeholders.   | <b>10%</b>  |
| 5    | Propose how you will add Social Value to this Contract (i.e. how you will improve social, environmental and economical wellbeing of Wyre Forest and its residents). Please include effective protection of the environment, prudent use of natural resources, working with local communities and businesses.   | <b>10%</b>  |
| 6    | Demonstrate how you approach and manage the quality of information in your organisation. Please include the provision of management information, reporting to the Council, self monitoring systems and new industry practices.   | <b>10%</b>  |
| 7    | Describe in detail how you will manage Services, Utilities, Recycling and Waste. Please include the management of disposal of waste, litter, cleaning and maintenance.   | <b>10%</b>  |

4.4.2 Bidders for Bromsgrove Market are required to provide a written response to the questions contained in the Tender Document, as follows:

| Ref. | Question   | Weighting  |
|------|--|--|
| 1    | Please describe in detail how you propose to operate the markets, as shown in the Specification, within Bromsgrove Town Centre. Please include how you will manage and supervise the markets, the daily operation of markets and the control of counterfeit or illegal goods, the management of the allocation of pitches and the collection of charges. Include how you propose to grow and develop the market to ensure a quality offer is provided. | 30%<br>(includes 10% on the basis of a presentation to the evaluation panel) |
| 2    | Please describe in detail how you would store and maintain the Market Stalls & Canopies and provide for replacements in future as required.  | 10%  |
| 3    | Please describe in your proposed programme for future markets on the "events" space.   | 10%<br>(includes 5% on the basis of a presentation to the evaluation panel)  |
| 4    | Please describe in detail how you will advertise, market and promote the market. Please include how you will advertise to the general public, market traders and how you will promote activities.  | 10%  |
| 5    | Please describe in detail how you will provide high quality Customer Care and Communication. Please include customer care and communications with NWEDR and Bromsgrove District Council, market traders, members of the public and key stakeholders.   | 10%  |
| 6    | Please propose how you will add Social Value to this Contract (i.e. how you will improve social, environmental and economical wellbeing of Bromsgrove and its residents). Please include effective protection of the environment, prudent use of natural resources, working with local communities and businesses.   | 10%  |
| 7    | Please demonstrate how you approach and manage the quality of information in your organisation. Please include the provision of management information, reporting to NWEDR, self monitoring systems and new industry practices.  | 10%  |
| 8    | Please describe in detail how you will manage Services, Utilities, Recycling and Waste. Please include the management of disposal of waste, litter, cleaning and maintenance.  | 10%  |



4.4.3 Bidders for Redditch Market are required to provide a written response to the questions contained in the Tender Document, as follows:

| Ref. | Question   | Weighting  |
|------|--|--|
| 1    | Please describe in detail how you propose to operate the markets, as shown in the Specification, within Redditch Town Centre. Please include how you will manage and supervise the markets, the daily operation of markets and the control of counterfeit or illegal goods, the management of the allocation of pitches and the collection of charges. Include how you propose to grow and develop the market to ensure a quality offer is provided. | 30%<br>(includes 10% on the basis of a presentation to the evaluation panel) |
| 2    | Please describe in detail how you would supply, store, erect, dismantle and maintain the Market Stalls & Canopies and provide for replacements in future as required to include ensuring the stalls enhance the quality of the town centre environment.  | 10%  |
| 3    | Please describe in detail your proposed programme for future markets to include speciality markets.  | 20%<br>(includes 10% on the basis of a presentation to the evaluation panel) |
| 4    | Please describe in detail how you will advertise, market and promote the market. Please include how you will advertise to the general public, market traders and how you will promote activities.  | 10%  |
| 5    | Please describe in detail how you will provide high quality Customer Care and Communication. Please include customer care and communications with NWEDR, Redditch Borough Council, market traders, members of the public and key stakeholders.   | 10%  |
| 6    | Please propose how you will add Social Value to this Contract (i.e. how you will improve social, environmental and economical wellbeing of Redditch and its residents). Please include effective protection of the environment, prudent use of natural resources, working with local communities, existing and start up businesses.  | 5%   |
| 7    | Please demonstrate how you approach and manage the quality of information in your organisation. Please include the provision of management information, reporting to the NWEDR, self monitoring systems and new industry practices.  | 5%   |
| 8    | Please describe in detail how you will manage Services, Utilities, Recycling and Waste. Please include the management of disposal of waste, litter, cleaning and maintenance.  | 10%  |

- 4.5 The following matrix illustrates how responses to questions on all three Tenders will be assessed. The scores for each question will be used to calculate a percentage weighting based on the weightings attributed to each question in the qualitative assessment.

| Performance  | Score | Judgement            |
|--|-------|----------------------|
| Proposal meets the required standard in all material aspects and exceeds most of the major requirements                                | 5     | Excellent            |
| Proposal meets the required standard in all material respected and exceed some of the major requirements                               | 4     | Good                 |
| Proposal meets the required standard in all material aspects   | 3     | Acceptable           |
| Proposal falls short of achieving expected standard in a number of identifiable respects   | 2     | Minor reservations   |
| Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals | 1     | Serious reservations |
| Completely fails to meet required standard of does not provide a proposal  | 0     | Unacceptable         |

## 5. TIMETABLE FOR PROCUREMENT PROCESS

The high level timetable for the procurement process is set out in the table below:-

|   |   |
|---|---|
| Place adverts                                     | During week commencing 5 <sup>th</sup> October 2015 |
| Final date of clarification questions             | 9th November 2015                                   |
| Closing date for submission of tender             | 16 <sup>th</sup> November 2015                      |
| Evaluation Period – to include presentation dates | w/c 30th November 2015                              |
| Contract Award                                    | w/c 14 <sup>th</sup> December 2015                  |
| Contract Start date                               | w/c 15 <sup>th</sup> February 2016                  |

## **6. FINANCIAL IMPLICATIONS**

- 6.1 With regard this Council, the current contract to operate Kidderminster's outdoor market is worth £10,000 per annum income. By undertaking this procurement exercise, the opportunity now exists to increase the amount the Council receives with little or no associated expenditure being required by the Council.
- 6.2 With regard to Bromsgrove Market, appointing an external contractor would reduce Bromsgrove District Council's current and future level of expenditure required to finance its operation (2015/16 budget figure £70,009), subject to the payment of an agreed management fee to NWEDR, whilst securing a guaranteed income for the proposed minimum five year contract term.
- 6.3 With regard to Redditch Market, the 2015/16 revenue budget to support the existing operation is £87,950. It is anticipated that the appointment of an external contractor to manage the market would reduce this net cost. This would be subject to the payment of an agreed management fee to NWEDR, whilst securing a guaranteed income for the proposed minimum five year contract term.

## **7. LEGAL AND POLICY IMPLICATIONS**

- 7.1 The contract or contracts for the provision of the respective markets will be managed by the NWEDR Shared Service and will be between Wyre Forest District Council and the chosen market operator.
- 7.2 The successful contractor(s) will be required to enter into a formal contract(s) prepared by the Solicitor to the Council.
- 7.3 The delegation in relation to the direct management of both Bromsgrove and Redditch Outdoor Markets contained in the Collaboration Agreement relating to the provision of Economic Development and Regeneration Services, will be amended by this Council's and the respective Council's solicitors from Bromsgrove District Council and Redditch Borough Council.

## **8. CONCLUSION**

- 8.1 Authorisation is required for the proposed evaluation model that will be used to assess the tenders. This model has been provided in section 4 of this report.
- 8.2 The successful appointment of the suitably qualified contractor(s) will enable the market operations in Kidderminster, Bromsgrove and Redditch Town Centres to be delivered in line with the respective Council policies.

**9. RISK MANAGEMENT**

- 9.1 Evaluation Panels will be formed to evaluate the respective bids. Officers will work closely with the appointed contractor(s) to ensure that the work is delivered in line with the specification included within each ITT.

**10. EQUALITY IMPACT NEEDS ASSESSMENT**

- 10.1 This report relates solely to the procurement of a contractor to undertake the Outdoor Market Operation Kidderminster, Bromsgrove and Redditch Town Centres. The fundamental principles of no discrimination and transparency relate to all procurement exercises; there is no requirement for an Equality Impact Assessment

**11. CONSULTEES**

Legal Services  
Finance Manager

**12. BACKGROUND PAPERS**

Appendix 1: Draft Specification for Kidderminster Town Centre Market Operation

Appendix 2: Draft Specification for Bromsgrove Town Centre Market Operation

Appendix 3: Draft Specification for Redditch Town Centre Market Operation

**PART 3 – SPECIFICATION (KIDDERMINSTER)**

In this Specification, except where the context otherwise requires, words and expressions shall have the same meaning as are respectively assigned to them in the Terms of Contract.

**1. Background**

- 1.1 Kidderminster's two day outdoor market operation is currently managed through Wyre Forest District Council by North Worcestershire Economic Development and Regeneration (NWEDR).
- 1.2 NWEDR is a shared service, providing economic development and regeneration services to Bromsgrove District Council, Redditch Borough Council and Wyre Forest District Council.
- 1.3 The service is hosted by Wyre Forest District Council.
- 1.4 Wyre Forest District Council, as host authority of the shared service, wishes to enter into a Concessionary Contract with an experienced and capable market operator to run the markets in Kidderminster town centre.
- 1.5 The Concessionary Contract will be for five years, with the potential to extend for a further 5 years.
- 1.6 The Concessionary Contract will be based on a flat rate annual fee (with annual CPI increases at the beginning of each financial year starting from 1<sup>st</sup> April 2017).

**2. Background on Kidderminster**

- 2.1 Kidderminster is located approximately 17 miles south-west of Birmingham 15 miles north of Worcester. With a population of just over 55,500, it is the largest town within Wyre Forest District (population 98,000) and provides the main focus for retail activity.
- 2.2 The town has undergone a number of changes over the past 15 years and now boasts three shopping centres and a retail park which provide a mix of the traditional and modern with national retailers and local independent shops.

- 2.3 Work on a new £2 million public realm scheme is currently underway within the town, centred on High Street, Vicar Street and Exchange Street. This project will create a new environment within the town centre and will provide a 'step change' in the makeup of the town.
- 2.4 In addition to the public realm scheme, planning permission was also granted in 2014 for the further development and extension of Weavers Wharf and the demolition of Crown House (Reference: 13/0670/FULL). It is anticipated that this will allow for the creation of a new space, within which a market could potentially be held as well as other outdoor events and activities.
- 2.5 Work is also underway to ultimately redevelop Kidderminster railway station and to improve the gateway into the town located to the east of the town centre.
- 2.6 All the above works are branded under the District Council's "Rewyre Initiative" - further information on which can be found at: [www.rewyre.org](http://www.rewyre.org)

### **3 Objectives**

- 3.1 Wyre Forest District Council is seeking an operator:
- To increase visitor numbers and spend in Kidderminster
  - To increase footfall within the Town Centre
  - To promote the outdoor market within Kidderminster town centre
  - To provide residents with a high quality market experience and variety of offer that reflects the requirements of all age groups and social classes within Wyre Forest District
  - To support the vitality and economic performance of the town centre as a retail destination

### **4. Outline requirements**

- 4.1 The Council wishes to appoint an operator who can pro-actively grow the operation of the market in Kidderminster. The operator will be expected to apply innovation and professionalism to the work, and increase customer satisfaction for the market.

4.2 As a Concessionary Contract, the market operator will be expected to take the majority of the risks in the development and running of markets, and be capable of making any future capital investment required.

4.3 In this regard the Concessionaire will:

- supply new market stalls, canopies and associated equipment of a type, style and design to be first approved by Wyre Forest District Council, maintain the stalls, canopies and associated equipment in good repair and condition, ensure that the stalls, canopies and associated equipment are kept in a clean and attractive style and replace at their own cost, any stalls, canopies and associated equipment of the same type, style and design
- Erect and set up, in accordance with all relevant and appropriate Health & Safety legislation and requirements, all the required stalls no later than 08.30 hours on each market day subject to weather conditions or prior agreement with Council, to ensure trading commences on time and remove the stalls not later than 19.00 hours. No stalls shall be dismantled before 17.00 hours.
- Be responsible for the storage, transportation erection and dismantling of the stalls
- Be liable for any repairs to the paved pedestrian area required as a result of damage caused by the stalls or stallholders
- Be responsible for the cleansing and waste management of market area and the immediate environment of market, ensuring that the market area is litter and debris free both throughout each market day and immediately following the removal of stalls.
- Be responsible for the appropriate disposal of any waste substances as a result of the stallholders trade e.g cooking fats and shall be liable for the cost of cleansing the paved pedestrian areas where any substances have marked or disfigured the paved surface resulting from the stallholders trade.
- Ensure that the market stalls are confined to the defined market area shown edged red on the plan provided with the documentation. The number of stalls shall be dictated by the area available and the need to provide easy access for pedestrian and any vehicles – particularly emergency vehicles, whilst endeavouring to not obstruct the entrance to retail premises. The layout for the stalls shall be agreed with Wyre Forest District Council. Please note that scope may exist for the defined area to be changed during the course of the contract.
- Manage the allocation of pitches to traders on all market days
- Collect pitch fees and any fees for electricity consumption

- Have a day to day market manager to supervise the operation of all markets and communication with stall holders.

4.4 The Concessionaire, in operating markets in Kidderminster town centre, will be required:

- To be responsible for any costs or taxes arising out of the operation of the markets including any future National Non Domestic Rates liability.
- To be fully responsible for compliance with all laws, statutes, common law duties and regulations concerning all aspects of operating and managing the markets.
- To be responsible for the cleansing and waste management of market areas when being used and at the end of the market day.
- To ensure that no nuisance or annoyance is caused to members of the public, adjacent businesses and residents, arising from the holding, setting up or dismantling of the markets and to ensure that minimum disruption is caused to the existing shopkeepers' trading potential.
- To liaise with Worcestershire County Council as the highway authority for Kidderminster, who will be responsible for any highway matters arising during the duration of the Concession Contract.
- To develop a coherent advertising and marketing campaign for the markets.
- To ensure that their own and traders vehicles do not enter the defined market area during trading hours. The Council will not provide any parking space for stallholder vehicles.
- To ensure that stallholders meet the minimum food hygiene requirements where sales of hot or cold food and drink take place.

## **5. Services**

5.1 The Concessionaire will commence the management and operation of the market during the week commencing Monday 15<sup>th</sup> February 2016.

5.2 The requirements for running a general market under this contract will be as follows:



- A general market on every Thursday and Saturday between 8.45 am and 4.30pm closed on any National and Bank Holidays including Christmas Day and New Years Day.
- Additional markets in the run up to Christmas as agreed between Wyre Forest District Council and the Concessionaire.
- The allocation of pitches will be for the Concessionaire to determine.
- The Concessionaire will need to ensure that in operating the market, the detrimental effect on the surrounding retail premises is minimised.
- The Concessionaire will not be permitted to let market traders sell drugs, “legal high” products, associated drug paraphernalia, cigarettes, tobacco, alcohol, lottery or raffle tickets, pornography, animals of any kind, fireworks, firearms or ammunition, laser pens or any goods which are illegal or may offend members of the community. This list of prohibited items is not exhaustive and the Council reserves the right to prohibit the sale of other types of goods if it deems it appropriate to do so.
- The Concessionaire will not be permitted to let market traders sell second-hand electrical goods unless these have been appropriately PAT tested and are sold with certification of such testing.
- The Concessionaire will not be permitted to let market traders sell second-hand goods without first obtaining written permission from the Council to do so and all such goods must be clearly identified as second-hand, and any faults must be brought to the attention of any prospective purchaser.

### **5.3 Other market Operations**

- 5.3.1 The Council reserves to right to utilise the space identified for the general market to hold 4 special events / Festival Markets throughout the year. The special events / Festival Markets would be organised by the Town Centres Manager in consultation with the Kidderminster Town Team. The Market Operator will be given a minimum period of notice of 6 weeks of the holding of a special event / Festival Market.
- 5.3.2 The Concessionaire will be invited to be a Member of the Town Team and will be expected to attend meetings of the Town Team.

5.3.3 On the occasions when special events / Festival Markets are held over a 3 day period, the Council may invite the Concessionaire to take part in the 3 day events.

5.3.4 Within the area allocated for the street market, other vendors, independent from the street market, and with the requisite street trading licence or other authority from the District Council, shall also operate. These may include food outlets and others – ie hot potato stall and flower seller.

## **6. Trader Engagement**

6.1 The Concessionaire will be expected to set up arrangements for on-going engagement and discussion with market traders. This will be led by the Concessionaire, with no specific role for the Council.

## **7. Performance Measures**

7.1 The performance of the Concessionaire will be measured through:

- Compliance with all laws, statutes, common law duties and regulations concerning all aspects of operating and managing the markets
- The sustainable growth in the number and variety of traders operating on the market and the maintenance of high occupancy levels
- The effective management, supervision and daily operation of markets
- Customer Care - the engagement and communication with market traders and other local stakeholders

7.2 The Concessionaire will be required to provide short quarterly reports to the contract manager demonstrating progress against these performance measures.

7.3 The Council reserves the right to undertake periodic surveys with both strategic and local stakeholders who will be asked to rate in terms of quality of offer, range of offer and management of markets against the specification.

**PART 3. SPECIFICATION (BROMSGROVE)**

In this Specification, except where the context otherwise requires, words and expressions shall have the same meaning as are respectively assigned to them in the Terms of Contract.

**1. Background**

- 1.1 Bromsgrove District Council's three day outdoor market operation is currently managed through North Worcestershire Economic Development and Regeneration (NWEDR).
- 1.2 NWEDR is a Shared Service, providing economic development and regeneration services to Bromsgrove District Council, Redditch Borough Council and Wyre Forest District Council.
- 1.3 The service is hosted by Wyre Forest District Council.
- 1.4 Bromsgrove District Council has resolved to delegate Wyre Forest District Council, as host authority of the shared service, to enter into a Concessionary Contract with a capable market operator (which may include a relevant co operative of traders) to develop a proposal for the market operation within Bromsgrove Town Centre and to run markets in accordance with that proposal.
- 1.5 The Concessionary Contract will be for five years, with the potential to extend until the Shared Service Agreement expires on 26<sup>th</sup> May 2021. Furthermore and subject to the Shared Service Agreement being renewed the potential exists for an option to extend the Contract for between another 2 and 5 years.
- 1.6 The Concessionary Contract will be based on a flat rate annual fee (with annual CPI increases at the beginning of each financial year starting from 1<sup>st</sup> April 2017).

**2. Background on Bromsgrove**

- 2.1 Situated approximately 13 miles to the south west of Birmingham, Bromsgrove has extremely good road links with direct access to Junction 1 of the M42 and Junctions 4 and 5 of the M5. Bromsgrove benefits from its

central location and excellent connectivity to adjacent economies and markets.

- 2.2 Overall the quality of life in Bromsgrove is high with the district having a strong residential offer and education system.
- 2.3 The area experiences relatively low unemployment and has a skilled workforce. Average resident earnings for full time workers in Bromsgrove are amongst the highest in the West Midlands region (£581 per week in Bromsgrove compared to £489 per week for Worcestershire).
- 2.4 Its economy is powered by the growth of small and medium sized businesses, with 89% of its business base classed as micro-enterprises (those businesses employing less than 10 employees).
- 2.5 Self employment continues to grow in Bromsgrove, with 1 in 8 of the workforce in Bromsgrove registered as self-employed.
- 2.6 Bromsgrove District has a population of just over 94,000 and at its heart is a traditional and vibrant town centre and high street providing shopping with a good mix of national retailers and local independent shops. In 2014 the town saw a £2million renovation of High Street which currently contains an impressive range of multi national and independent shops, cafes and other businesses.
- 2.7 A Health Centre, Library and Leisure Centre are situated close by giving every opportunity to combine shopping with accessing everyday essential services and leisure activities. The centrally located and recently upgraded bus station has around 30 departures an hour.

### **3 Objectives**

- 3.1 By resolving to externalise the Market Operation, Bromsgrove District Council is seeking an operator:
- To increase visitor numbers and spend in Bromsgrove
  - To increase footfall within the Town Centre
  - To promote and grow the outdoor market within Bromsgrove town centre
  - To provide residents with a high quality market experience and variety of offer that reflects the requirements of all age groups and social classes within Bromsgrove

#### **4. Outline requirements**

- 4.1 Bromsgrove District Council, through NWEDR, wishes to see appointed, an operator who can pro-actively grow the operation of the market in Bromsgrove, building from the existing regular market on the High Street. The operator will be expected to apply innovation and professionalism to the work and increase customer satisfaction for the market.
- 4.2 As a Concessionary Contract, the market operator will be expected to take the majority of the risks in the development and running of markets and be capable of making any future capital investment required.
- The Concessionaire is being asked to include in the Tenderer's Submission a price as follows:-
    - To use, following a transfer of ownership, the existing Bromsgrove District Council owned and branded market stalls, keep them in good repair and condition and ensure that they are kept in a clean and attractive style until such time as it is determined they need replacement, at which time any new market stalls and canopies required will be supplied by the Concessionaire at a specification and design to match the existing stalls.
    - To supply new Bromsgrove District Council branded market stalls of a style and design to match the current stalls and keep them in good repair and condition and ensure that they are kept in a clean and attractive style until such time as it is determined they need replacement at which time new market stalls and canopies are to be supplied by the Concessionaire to an agreed specification with the Council.
- 4.3 In terms of day to day management, the Concessionaire will be expected to:
- Erect and set up all the required stalls no later than 08.30 hours on each market day subject to weather conditions or prior agreement with NWEDR in conjunction with Bromsgrove District Council, to ensure trading commences on time and remove the stalls not later than 19.00 hours
  - Be responsible for the storage, transportation erection and dismantling of the stalls
  - Be responsible for the cleansing and waste management of all market areas and the immediate environment of the markets, ensuring that High Street is litter and debris free both throughout each market day and immediately following the removal of stalls.

- Be responsible for the appropriate disposal of any waste substances as a result of the stallholders trade e.g cooking fats and shall be liable for the cost of cleansing the paved pedestrian areas where any substances have marked or disfigured the paved surface resulting from the stallholders trade.
- Ensure that the market stall pitches are confined to the specifically designed and allocated defined Market Area, shown edged red on the plan, which incorporates specifically installed fixing points and allows for up to 33 no. 3 metres x 3 metres (small) stalls to be erected plus one mobile trailer to sell hot drinks and light snacks to be located at the point marked X on the plan. There is flexibility to provide for a lesser number of pitches utilising a mixture of small and large (3 metres x 6 metres) stalls.
- Manage the allocation of pitches to traders on all market days
- Collect pitch fees and any fees for electricity consumption
- Have a day to day market manager to supervise the operation of all markets and communication with stall holders.

4.4 The Concessionaire, in operating markets in Bromsgrove, will be required:

- To be responsible for any costs or taxes arising out of the operation of the markets including any future National Non Domestic Rates liability
- To be fully responsible for compliance with all laws, statutes, common law duties and regulations concerning all aspects of operating and managing the markets including operators and traders vehicular access/egress arrangements to and from High Street.
- To be responsible for the cleansing and waste management of market areas when being used
- To ensure that no nuisance or annoyance is caused to members of the public, adjacent businesses and residents, arising from the holding, setting up or dismantling of the markets
- To liaise with Worcestershire County Council as the highway authority for Bromsgrove, who will be responsible for any highway matters arising during the duration of the Concession Contract

- To develop a coherent advertising and marketing campaign for the markets.
- To set the initial annual pitch fees in agreement with NWEDR and Bromsgrove District Council and not to increase the annual pitch fees without first consulting with and obtaining the approval of NWEDR and Bromsgrove District Council.

## **5. Services**

### **5.1 High Street Market**

5.1.1 The Concessionaire will commence the management and operation of the market during the week commencing Monday 15<sup>th</sup> February 2016.

5.1.2 The requirements for running a general market under this contract will continue as per the current arrangement:

- A general market on every Tuesday, Friday and Saturday between 08.45 hours and 16.00 hours (16.30 hours on Saturday) – closed all National and Bank Holidays including Christmas Day and New Years Day.
- Additional markets in the run up to Christmas as agreed between Bromsgrove District Council and the Concessionaire.
- The allocation of pitches will be for the Concessionaire to determine.
- The Concessionaire will need to ensure that in operating the market, the detrimental effect on the surrounding retail premises is minimised.
- The Concessionaire will not be permitted to let market traders sell drugs, “legal high” products, associated drug paraphernalia, cigarettes, tobacco, alcohol, lottery or raffle tickets, pornography, animals of any kind, fireworks, firearms or ammunition, laser pens or any goods which may offend members of the community. This list of prohibited items is not exhaustive and NWEDR in conjunction with Bromsgrove District Council, reserves the right to prohibit the sale of other types of goods if it deems it appropriate to do so.
- The Concessionaire will not be permitted to let market traders sell second-hand electrical goods unless these have been appropriately PAT tested and are sold with certification of such testing.

- The Concessionaire will not be permitted to let market traders sell second-hand goods without first obtaining written permission from NWEDR in conjunction with Bromsgrove District Council, to do so and all such goods must be clearly identified as second-hand, and any faults must be brought to the attention of any prospective purchaser.

## **5.2 Other location for a market**

- 5.2.1 There is a designated “events” space on the High Street, shown edged blue on the plan, for town centre events and activities, including alternative “speciality” and “one off” markets to be held. The Concessionary Contract provides the opportunity to utilise this space, as the opportunity arises and following consultation with NWEDR in conjunction with Bromsgrove District Council, for additional market activity.

## **5.3 Other Organisations**

- 5.3.1 Bromsgrove Court Leet has been granted the right to operate a market for charitable fund raising purpose one Saturday in June each year. Under the Concessionary Contract, the Court Leet will be granted a right to operate a market in agreement with the Concessionaire. Pre-agreement will be required from NWEDR in conjunction with Bromsgrove District Council.

## **6. Stakeholder and Trader Engagement**

- 6.1 The Concessionaire will be invited to be a member of the emerging Bromsgrove Town Team and once this is constituted, will be expected to attend its meetings.
- 6.2 The Concessionaire will be expected to set up arrangements for on-going engagement and discussion with the other local stakeholders, including market traders as required. This will be led by the Concessionaire, with no specific role for the Council.

## **7. Transfer of Undertakings (Protection of Employment) - TUPE**

- 7.1 The new Concessionaire will take on the responsibility currently held by one post within Wyre Forest District Council as host authority to the NWEDR shared service and therefore TUPE is likely to apply to this post.
- 7.2 Information relating to this post to enable bidders to present their plans for servicing any new Concession and price their bids accordingly is set out in Appendix A.



**8. Performance Measures**

8.1 The performance of the Concessionaire will be measured through:

- Compliance with all laws, statutes, common law duties and regulations concerning all aspects of operating and managing the markets
  
- The sustainable growth in the number and variety of traders operating on the market and the maintenance of high occupancy levels
  
- The effective management, supervision and daily operation of markets
  
- Customer Care - the engagement and communication with market traders and other local stakeholders

8.2 The Concessionaire will be required to provide short quarterly reports to the contract manager demonstrating progress against these performance measures.

8.3 The Council reserves the right to undertake periodic surveys with both strategic and local stakeholders who will be asked to rate in terms of quality of offer, range of offer and management of markets against the specification.

**APPENDIX 3**

**PART 3 – SPECIFICATION (REDDITCH)**

In this Specification, except where the context otherwise requires, words and expressions shall have the same meaning as are respectively assigned to them in the Terms of Contract.

**1. Background**

- 1.1 Redditch Borough Council's existing five day outdoor market operation is currently managed through North Worcestershire Economic Development and Regeneration (NWEDR).
- 1.2 NWEDR is a Shared Service, providing economic development and regeneration services to Bromsgrove District Council, Redditch Borough Council and Wyre Forest District Council.
- 1.3 The service is hosted by Wyre Forest District Council.
- 1.4 The existing market currently operates on Monday, Tuesday, Thursday, Friday and Saturday from the Market Place and Alcester Street areas of the town centre adjacent to the Kingfisher Centre close to the Post Office, shops, pubs etc.
- 1.5 Redditch Borough Council has resolved to delegate Wyre Forest District Council, as host authority of the shared service, to enter into a Concessionary Contract with a capable market operator (which may include a relevant co operative of traders) to develop a proposal for the market operation within Redditch Town Centre and to run markets in accordance with that proposal.
- 1.6 The Concessionary Contract will be for five years, with the potential to extend until the Shared Service Agreement expires on 26<sup>th</sup> May 2021. Furthermore and subject to the Shared Service Agreement being renewed the potential exists for an option to extend the Contract for between another 2 and 5 years.
- 1.7 The Concessionary Contract will be based on a flat rate annual fee (with annual CPI increases at the beginning of each financial year starting from 1<sup>st</sup> April 2017).

## **2. Background on Redditch**

- 2.1 Situated approximately 15 miles to the south of Birmingham, Redditch benefits from excellent connectivity, a free flowing road network and a direct rail connection to Birmingham. It is in close proximity to growing adjacent economies and markets such as Solihull, the M42 and M40 growth corridor.
- 2.2 The Borough has a population of just over 84,000 and at its heart is a vibrant town centre providing shopping with a good mix of national retailers and local independent shops. Investment is planned for the Kingfisher Shopping Centre which is ranked 20<sup>th</sup> out of 100 centres in the UK.
- 2.3 Unemployment is currently lower than the national average and based on average workplace earnings, (which include people travelling into Redditch as their place of work), people earn around £40 extra per week than the national average wage.
- 2.4 The Redditch economy is powered by the growth of small and medium sized businesses, with 84% of its business base classed as micro-enterprises (those businesses employing less than 10 employees)
- 2.5 The Manufacturing sector in Redditch is particularly important, employing around 24% of the workforce and has strengths in the automotive, aerospace and advanced engineering sub-sectors.
- 2.6 Self employment continues to increase, with 9.1% of the workforce now classed as self employed.
- 2.7 14.6% of the resident working age population are qualified to at least NVQ Level 4 or degree level.
- 2.8 Proposals are in the pipeline for extensive commercial property developments at Redditch Eastern Gateway creating tens of thousands of square feet of commercial and manufacturing floorspace potentially resulting in hundreds of new jobs.

## **3 Objectives**

- 3.1 By resolving to externalise the Market Operation, Redditch Borough Council is seeking an operator:
  - To increase visitor numbers and spend in Redditch
  - To increase footfall within the town centre

- To promote and increase the number of stalls on any given market day within Redditch Market
- To provide residents with an improved and high quality market experience and variety of offer that reflects the requirements of all age groups and social classes within Redditch.
- To provide opportunities for new enterprises to be created and for existing businesses to showcase their goods and services
- To provide opportunities for charity and community groups to take a stall as required subject to availability

#### **4. Outline requirements**

4.1 Redditch Borough Council, through NWEDR, wishes to see appointed an operator who can pro-actively grow the operation of the market in Redditch at the existing regular market site in Market Place/Alcester Street. The operator will be expected to apply innovation and professionalism to the work, and increase customer satisfaction for the market.

4.2 As a Concessionary Contract, the market operator will be expected to take the majority of the risks in the development and running of markets, and be capable of making any future capital investment required.

- In this regard, the Concessionaire will be expected to:
  - supply new market stalls, canopies and associated equipment of a type, style and design to be first approved with Redditch Borough Council
  - maintain the stalls, canopies and associated equipment in good repair and condition
  - ensure that the stalls, canopies and associated equipment are kept in a clean and attractive style
  - replace at their own cost, any stalls, canopies and associated equipment of the same type, style and design

4.3 In terms of day to day management, the Concessionaire will be expected to:

- Ensure that the market stalls are confined to the defined Market Area shown edged red on the plan. In this regard note that:-
  - planning permission exists to operate the outdoor market within the area shown edged red on the plan
  - whilst the current market has a number of “fixed” stalls which are laid out in accordance with the planning permission, it will now be for the Concessionaire to determine the appropriate layout and number of stalls required to be used to suit the particular needs of each trading day
  - the planning permission also allows for mobile trailers to be located at the points marked on the plan and in this regard a number of existing traders occupy some of the spaces.
- Erect and set up all the required stalls, canopies and associated equipment no later than 08.30 hours on each market day subject to weather conditions or prior agreement with NWEDR in conjunction with Redditch Borough Council, to ensure trading commences on time and remove the stalls, canopies and associated equipment not later than 19.00 hours. No stalls shall be dismantled before 16.30 hours.
- Be responsible for the storage, transportation erection and dismantling of the stalls
- Be responsible for the cleansing and waste management of market areas and the immediate environment of markets, ensuring that the area used by the market throughout any given market day is litter and debris free both during the day and immediately following the removal of stalls.
- Manage the allocation of pitches to traders on all market days
- Collect pitch fees and any fees for electricity consumption
- Have a day to day market manager to supervise the operation of all markets and communication with stall holders.

4.4 The Concessionaire, in operating markets in Redditch, will be required:

- To be responsible for any costs or taxes arising out of the operation of the markets including any current and future National Non Domestic Rates liability
- To be fully responsible for compliance with all laws, statutes, common law duties and regulations concerning all aspects of operating and managing the markets
- To be responsible for the cleansing and waste management of market areas when being used
- To ensure that no nuisance or annoyance is caused to members of the public, adjacent businesses and residents, arising from the holding, setting up or dismantling of the markets
- To liaise with Worcestershire County Council as the highway authority for Redditch, who will be responsible for any highway matters arising during the duration of the Concession Contract
- To develop a coherent advertising and marketing campaign for the markets.
- To set the initial annual pitch fees in agreement with NWEDR and Redditch Borough Council and not to increase the annual pitch fees without first consulting with and obtaining the approval of NWEDR and Redditch Borough Council.

## **5. Services**

- 5.1 The Concessionaire will commence the management and operation of the market during week commencing 15<sup>th</sup> February 2016.
- 5.2 The requirements for running a general market at under this contract are to be as follows:
- A general market for a maximum of five days a week and no less than three days a week between 09.00 hours and 16.00 hours except for all National and Bank Holidays including Christmas Day and New Years Day unless agreed otherwise with Redditch Borough Council.

- The market days may include a number of “speciality type” markets to run alongside or separate from the general market, as the Concessionaire sees fit.
- Additional general markets in the run up to Christmas as agreed between NWEDR, Redditch Borough Council and the Concessionaire.
- The types of market to be run and the allocation of pitches will be for the Concessionaire to determine.
- The Concessionaire will need to ensure that in operating the market, the detrimental effect on the surrounding retail premises is minimised.
- The Concessionaire will not be permitted to let market traders sell drugs, “legal high” products, associated drug paraphernalia, cigarettes, tobacco, alcohol, lottery or raffle tickets, pornography, animals of any kind, fireworks, firearms or ammunition, laser pens or any goods which may offend members of the community. This list of prohibited items is not exhaustive and NWEDR in conjunction with Redditch Borough Council, reserves the right to prohibit the sale of other types of goods if it deems it appropriate to do so.
- The Concessionaire will not be permitted to let market traders sell second-hand electrical goods unless these have been appropriately PAT tested and are sold with certification of such testing.
- The Concessionaire will not be permitted to let market traders sell second-hand goods without first obtaining written permission from the NWEDR in conjunction with Redditch Borough Council, to do so and all such goods must be clearly identified as second-hand, and any faults must be brought to the attention of any prospective purchaser.

### **5.3 Other Markets and Organisations**

- 5.3.1 Redditch Town Centre Partnership (CIC) has the right, through the Town Centre Co-ordinator to hold speciality markets either at the same time or separately from the general market. It is a condition of the tender that the Town Centre Partnership and the Concessionaire will give each other a minimum of 8 weeks advance notice of when these markets are to be held.

- 5.3.2 A right has been granted for a fun fair operation to take place for 3 days during September within the Market Place/Alcester Street area – the same location as where the market operates. It will be a condition of the tender that the market will close whilst the fun fair operation takes place unless otherwise agreed by the Town Centre Co-ordinator (Redditch Borough Council).

## **6. Management and Stakeholder Engagement**

- 6.1 NWEDR will set up a Strategic Markets Forum to provide an overview and consultation group for the Concessionaire. This Forum will be chaired by a senior representative from NWEDR and will include:

- A relevant Redditch Borough Council Member
- A relevant NWEDR/Redditch Borough Council officer
- Representative(s) from local stakeholders, including the Redditch Town Centre Partnership and a regular market trader.

It will meet on a quarterly basis. It will be led by NWEDR but the Concessionaire will be required to attend.

- 6.2 The Strategic Markets Forum will have no formal role in the management of the contract – which responsibility lies solely with NWEDR. The contract manager for NWEDR will provide progress reports to the Markets Forum.

- 6.3 The Concessionaire will be expected to set up arrangements for on-going engagement and discussion with the local stakeholders, including market traders. This will be led by the Concessionaire, with no specific role for the NWEDR.

## **7. Transfer of Undertakings (Protection of Employment) - TUPE**

- 7.1 The new Concessionaire will take on the responsibility currently held by one post within Wyre Forest District Council as host authority to the NWEDR hared service and therefore TUPE is likely to apply to this post.



7.2 Information relating to this post to enable bidders to present their plans for servicing any new Concession and price their bids accordingly is set out in Appendix A.

## **8. Performance Measures**

8.1 The performance of the Concessionaire will be measured through:

- Compliance with all laws, statutes, common law duties and regulations concerning all aspects of operating and managing the markets
  
- The sustainable growth in the number and variety of traders operating on the market and the maintenance of high occupancy levels
  
- The effective management, supervision and daily operation of markets
  
- Customer Care - the engagement and communication with market traders and other local stakeholders

8.2 The Concessionaire will be required to provide short quarterly reports to the contract manager demonstrating progress against these performance measures.

8.3 The Council reserves the right to undertake periodic surveys with both strategic and local stakeholders who will be asked to rate in terms of quality of offer, range of offer and management of markets against the specification.