

Name of Applicant:

Rapsons Field Skatepark Project 2024

This document must be completed and returned in the published format.
Failure to comply with this instruction may result in the rejection of your
submission .

1 General Information

1.1 Procurement Procedure

Liskeard Town Council is seeking to appoint a single contractor to design and build a skatepark facility for the local community. The information submitted within the applicant's offer shall be used by the Council as the means to make a contract award decision.

1.2 Procurement Timetable

Procurement Stage	Dates
Publication of advertisement	31 July 2024
Clarification questions to be submitted by	21 August 2024
Clarification responses to be issued by	23 August 2024
Bid Deadline	12 noon Friday 30 August 2024
Evaluation	w/c 2 September 2024
Intention to award	w/c 9 September 2024
Contract start	16 September 2024

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

1.3 Council Representatives

Authorised Representative contact details:	Procurement Representative contact details:
Jacqui Orange (Facilities Manager) Liskeard Town Council 3-5 West Street Liskeard PL14 6BW Email – facilities@liskeard.gov.uk Phone – 01579 345407 / 07926571882	

1.4 Contract Period

It is intended that any resultant contract shall commence as soon after receipt of formal letter of award as may be agreed, is subject to planning consent, and funding being in place.

1.5 Insurance Levels

1.5.1 Employer's Liability Insurance

The Council's minimum requirement for Employer's Liability Insurance is £10 million

1.5.2 Professional Indemnity Insurance

The Council's minimum requirement for Professional Indemnity Insurance is £2 million.

1.5.3 Public Liability Insurance

The Council's minimum requirement for Public Liability Insurance is £10 million

2 Selection Questionnaire

2.1 Background Information

The community and local young people have teamed up with the Council to raise funds towards a new concrete skatepark that will be designed with local young people in consultation with the successful applicant of this tender. ***The aim of the project is to create a community space for all age groups, riding disciplines and levels of ability.***

The location of the proposed new skatepark is Rapson's Field, Heathlands Road, Liskeard, Cornwall, PL14 4EY (Grid Ref. SX 249 640). There is a large carpark to the north, the busy A38 to the south and Heathlands Business Park to the east. The existing skatepark shares the recreation space with a MUGA which may be moved to another park in town to free up the space and enable a fresh approach to skatepark design. The plan is to remove the existing, outdated facility and replace it with a modern spray concrete park. Approx. size of the site is 200m x 50m. The freehold is owned by Cornwall Council and leased to Liskeard Town Council on a lease that is currently rolling over.

The current facility is tired (+ 20yrs old) and in need of replacement. There are three metal ramps consisting of a driveway, flat bank, and quarter pipe. The facility is of a limited design and all ramps are showing significant signs of wear and tear. The flat bank and quarter pipe are not compliant with the requirements of the relevant EN14974:20219 standards. The site attracts graffiti, littering and occasional anti-social behaviour.

Liskeard is a market town located in south-east Cornwall, approximately twenty miles west of Plymouth. The town has a large rural hinterland (population approx. 30,000) that consist of several large villages (St Cleer, Pensilva, Dobwalls, Menheniot). The town is positioned on the A38 and is well served by frequent mainline rail and bus links and has a popular branch line between Liskeard and Looe.

According to the Safer Liskeard Town Profile, 2021 ([Liskeard-Town-Profile-2021-v2.pdf](#) [safercornwall.co.uk](#)). The total population of Liskeard is 10,236 of which 29% are aged twenty-five or under. 1 in 5 live in the 20% most deprived neighbourhoods in England and 23% of children are living in poverty (16% in Cornwall and 19% across England).

Liskeard's Neighbourhood Plan (2018) describes "The towns play areas as being not well distributed to serve local neighbourhoods and are basic in terms of equipment. In an age of increasing obesity and mental health problems, this low-quality indication suggests open space are failing to provide basic levels of service that might contribute to reducing pressure on other services such as health and education."

Cornwall Council's Open Space Strategy Report for Liskeard (2017) highlights the need for a significant increase in the amount of teen provision in the town ([Microsoft Word - Cornwall Council Open Space Strategy report for Liskeard Mar 2017](#)).

This project builds on the wider aspirations of the town including the development of Active Travel in Liskeard ([Active Travel - liskeard-council 18](#)).

2.2 The Requirement

The outcome of this tender will be to identify and select a single contractor to take the project forward from consultation to a final design and a completed installed concrete skatepark, to suit the needs of the local young people whilst considering a range of ages, abilities and wheels, e.g. scooters, skateboards and BMX, and taking account of the site constraints.

This tender aims to select a contractor based upon examples of previous work, financial viability, Health & Safety procedures, skills, experience of working with councils and community groups, and expertise to delivering a fully funded project from start to finish within budget.

The applicant is required to provide value for money, use local suppliers where possible, deliver added value, cause minimum disturbance to the community whilst delivering a durable, well-designed concrete skatepark built to a high quality that suits the needs of the local young people and adheres to the Authority's requirements.

The applicant must include a breakdown of costs for the project proposal, including.

- Consultation sessions with local young people
- Creation of 3D visuals
- Topographical survey
- Services searches
- Support with obtaining Planning Permission (cost of application and any surveys requested will be covered by the Council)
- Project management – H&S and CDM compliance
- Provision of JCT Minor Works 2016 with Contractors Design documentation
- Creation of detailed design engineering drawings
- Preliminaries
- Groundworks & drainage
- Steelworks
- Concrete
- Ancillary items (seating, bins, sign)
- RoSPA Post Installation inspection
- Launch event

2.2.1 The contractor will be required to run a minimum of two consultation events with local young people on dates to be agreed.

2.2.2 It is planned for the skatepark to be completed and opened by **spring 2026** subject to planning permission being granted and funds being in place.

2.2.3 The contractor will be required to support the Council with the preparation of documentation for a planning application. The Council will submit the application and pay the fees to the planning authority. Any surveys specifically requested by planning will be paid for by the Council outside of the tender sum.

2.2.4 The contractor must meet the requirements of the JCT Contract, take account of any planning conditions and demands that the Council includes within the project management process.

2.2.5 The contractor must not exceed the maximum budget for the project which is estimated to be in the region of **£300,000 excluding VAT**.

2.3 Added Value

The applicant will be expected to suggest any added value that their offer might be able to bring to the Council. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

2.4 Performance Management

Applicants should, by way of on-going contract performance be prepared to produce valuation documentation during the project build at monthly intervals. The format will be agreed between the contractor and Council.

3 Selection Questionnaire

Notes for completion

1. "Council" means Liskeard Town Council, as the body that is seeking to invite suitable suppliers to participate in this procurement process.
2. "You"/ "Your" or "Supplier" means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the process and responsible for the information provided.** The 'Supplier' is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. This Selection Questionnaire has been designed to assess the suitability of a Supplier to deliver the Authority's contract requirement(s). If you are successful at this stage of the procurement process, you will be selected for the subsequent award stage of the process.
4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A.'
5. Should you need to provide additional appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.
6. Please return a completed version of this document in accordance with the Submission requirements.

Verification of Information Provided

7. Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions in section 7 of this Selection Questionnaire relating to Technical and Professional Ability) the Council may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

Sub-contracting arrangements

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all the contract requirements, a separate Appendix should be used to provide details of the 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.

9. The Council recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Council indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The Council reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Consortia arrangements

10. If the Supplier completing this Selection Questionnaire is doing so as part of a proposed consortium, the following information must be provided.

- names of all consortium members
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

11. Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the contract.

12. All members of the consortium will be required to provide the information required in all sections of the Selection Questionnaire as part of a single composite response to the Council i.e. each member of the consortium is required to complete the form.

13. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

14. The Council recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond based on the arrangements as currently envisaged. Suppliers are reminded that the Council must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the latest information provided. The Council reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Confidentiality

15. When providing details of contracts in answering section 6 of this Selection Questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16. The Council reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

17. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.

1. Supplier Information		
1.1 Supplier Details	Answer	
Full name of the Supplier completing the Selection Questionnaire		
Registered company address		
Registered company number		
Date of Incorporation		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i. a public limited company	
	ii. a limited company	
	iii. a limited liability partnership	
	iv. other partnership	
	v. sole trader	
	vi. other (please specify)	
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i. Voluntary, Community and Social Enterprise (VCSE)	
	ii. Small or Medium	

<p>v. Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).</p> <p>If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p><u>Consortium members</u></p> <p><u>Current lead member</u></p> <p><u>Name of Special Purpose Vehicle</u></p>
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1.3 Contact Details

Supplier contact details for enquiries about this Selection Questionnaire	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

1.4 Licensing and Registration

<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p>Please indicate your answer by marking 'X' in the relevant box.</p>	
	<p>Yes</p>	<p>No</p>
	<p>If yes, please provide the registration number in this box.</p>	
<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation to provide the requirement in this procurement?</p>		<p>If yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p>

2. Grounds for Mandatory Exclusion				
<p>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).</p>		<p>If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions and have not paid or entered 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.</p>		
<p>2.1 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?</p>		<p>Please indicate your answer by marking ‘X’ in the relevant box.</p>		
		<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>	Yes	No
Yes	No			
<p>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;</p>				
<p>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;</p>				
<p>c. the common law offence of bribery;</p>				
<p>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;</p>				
<p>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:</p>				

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		
ix.	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;		
f.	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;		
g.	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		

h. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
i. 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;		
j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; or any offence involving Racial Discrimination		
k. an offence under section 59A of the Sexual Offences Act 2003; or any offence involving Sexual Harassment		
l. an offence under section 71 of the Coroners and Justice Act 2009		
m. 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		
n. any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
i. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
ii. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></p> <p>2.2 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</p>		

payment of tax or social security contributions?

If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?

3. Grounds for Discretionary Exclusion – Part 1

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i).

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

Please indicate your answer by marking ‘X’ in the relevant box.

Yes

No

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.		
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Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic, or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Council, detailing the conflict in a separate Appendix. Provided that it has been conducted in a transparent manner, routine pre-market engagement conducted by the Council should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the Council may assess the past performance of a Supplier (through a Certificate of Performance provided by a customer or other means of evidence). The Council may consider any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Selection Questionnaire. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, which provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The supplier must demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

For the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has.

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct.
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated considering the gravity and particular circumstances of the criminal offence or misconduct. Where the Council considers the measures to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

4. Grounds for Discretionary Exclusion – Part 2

Not applicable

5. Economic and Financial Standing

Financial Information

5.1

Please provide one of the following to demonstrate your economic/financial standing.

Please indicate your answer with an 'X' in the relevant box.

- | | |
|---|--|
| a. A copy of the audited accounts for the most recent two years | |
| b. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation | |
| c. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position | |
| d. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | |

5.2

Where the Council has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this Selection Questionnaire, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.

Yes

No

5.3

(a) Are you part of a wider group (e.g. a subsidiary of a holding/parent company)?

If yes, please provide the name below:

Name of the organisation

Relationship to the Supplier completing the Selection Questionnaire

If yes, please provide Ultimate / parent company accounts if available.

If yes, would the Ultimate / parent willing to provide a guarantee if necessary?

If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)

6. Technical and Professional Ability

Relevant experience and contract examples

Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the Council's requirement. Contracts for supplies or services should have been performed during the past five years. The named customer contact provided should be prepared to provide written evidence to the Council to confirm the accuracy of the information provided below.

Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed, or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

		Contract 1	Contract 2	Contract 3
6.1	Name of customer organisation			
6.2	Point of contact in customer organisation Position in the organisation E-mail address			
6.3	Contract start date Contract completion date Contract Value			
6.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			

6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.

7. Additional Selection Questionnaire Modules

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

a. Project Specific questions to assess Technical and Professional Ability

Further project specific questions relating to the technical and professional ability of the supplier.

Please self-certify against the requirements below (Please indicate your answer by marking 'X' in the relevant box):

Yes

No

Does your organisation require your staff and your sub-contractor's staff to undergo a Disclosure and Barring Service (DBS) check to the standard level.

Please self-certify that your organisation has a Safeguarding Policy or would be willing to ensure that one is in place upon award of the Framework Agreement that complies with current legislative requirements.

b. Insurance

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below (Please indicate your answer by marking 'X' in the relevant box):

Yes

No

Employer's (Compulsory) Liability Insurance = £10,000,000

Public Liability Insurance = £10,000,000

Professional Indemnity Insurance = £2,000,000

* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

Compliance with Equality Legislation

c. For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. (Please indicate your answer by marking 'X' in the relevant box):

In the last five years, has any finding of unlawful discrimination been made against anyone within your organisation by an Employment Tribunal, an Employment Appeal Tribunal, or any other court (or in comparable proceedings in any area other than the UK)?

Yes

No

In the last five years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?

If you have answered "yes" to one or both questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.

<p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>		
<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>		
<p>Environmental Management</p>		
<p>d. (Please indicate your answer by marking 'X' in the relevant box):</p>		
<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last five years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to this question is "Yes," please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made because of conviction, or notices served.</p> <p>The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 5 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<p>Yes</p>	<p>No</p>
<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>		
<p>Health and Safety</p>		
<p>e. (Please indicate your answer by marking 'X' in the relevant box):</p>		
<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<p>Yes</p>	<p>No</p>
<p>Has your organisation or any of its directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 5 years?</p> <p>If your answer to this question was "Yes," please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>		

If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?		
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Quality		
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f. (Please indicate your answer by marking 'X' in the relevant box):

Please self-certify that your organisation holds a quality certificate such as ISO9001 (or equivalent) or a policy that attests to your organisations' approach to quality management.	Yes	No
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If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?		
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Declaration		
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I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf

of..... **(Insert name of supplier).**

I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the Authority's requirement.

The following appendices form part of our submission;

Section of Selection Questionnaire

	Appendix number
SELECTION QUESTIONNAIRE COMPLETED BY	
8.1	
8.2	Name
8.3	Role in organisation
8.1	Date

Selection Questionnaire – Template for Appendices

Appendix Number -
Selection Questionnaire section -
Question number -

4 Award

4.1 Award Criteria

The following criteria and weightings will be applied in the evaluation of the questions asked of Applicants within this section 4 Award.

Evaluation Criteria	%
Price	40%
Quality	30%
Approach	15%
Management & Communication	10%
Environmental sustainability	5%

4.2 Scoring Guidelines

The questions asked of Applicants within this section 4 Award shall be scored using the marking system described within this section. Applicants should refer to the Council’s minimum requirements to ensure that they meet or exceed the minimum requirements wherever possible.

Applicants should be aware that the responses provided to the questions will be evaluated in such a way that the highest scores will be awarded to Applicants who show innovation, creativity, further relevant details, and information that could potentially enhance the Applicant’s proposal. It should be noted that to achieve the highest scores available the Applicant must not only meet but exceed the Council’s minimum requirements, where these are stated.

All scored question shall be evaluated in accordance with the guidelines below:

Score 0	No response	No response	
Score 1	Extremely Weak	Extremely poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage	Weak
Score 2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	
Score 3	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	
Score 4	Fair – Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	Fair – Good

Score 5	Fair – Average	Satisfactory proposal/response, would work to deliver all the Council’s requirements to the minimum level	
Score 6	Fair – Above Average	Satisfactory proposal/response, would work to deliver the majority of the Council’s requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements	
Score 7	Good	Good proposal/response that convinces the Council of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	
Score 8	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail	Strong – Excellent
Score 9	Very Strong	Proposal/response well more than expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
Score 10	Outstanding/ Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided	

4.3 Award Questions

Question Number	Question
Price (40%)	
4.3.1	The applicant should provide costs ex VAT.
Council’s minimum requirements:	
Response:	
Quality (30%)	
4.3.2	The applicant should provide a method statement detailing how it proposes to deliver a high quality skatepark that delivers the young people’s aspirations on time, within budget, within any relevant planning constraints at competitive construction rates.
Council’s minimum requirements: The Council is looking for evidence that the applicant understands the importance of managing key stakeholder’s expectations within a set budget. The Council requires a warranty against any concrete structure of a minimum of 15 years.	
Response:	
Approach (15%)	

4.3.3	The Applicant shall provide a method statement detailing how it would plan, manage, and deliver the project
<p>Council's minimum requirements: Evidence of the applicant's previous experience in relation to managing and delivering projects of a similar nature to that required here. The Council is also looking for evidence of the applicant's previous experience of collaborating with key stakeholders and engaging in consultation with young people. The Council is looking for relevant project examples which demonstrate the applicants' track history of successful delivery.</p>	
<p>Response:</p>	
<p>Management & Communication (10%)</p>	
4.3.4	The applicant should provide details of the project team that will be involved in the delivery of the contract and an outline programme.
<p>Council's minimum requirements: The Council is looking for the appropriateness of the project team to meet the requirements of the project, details of their previous experience, how the project will be managed and how the project team will communicate with the Council and key stakeholders throughout the project.</p>	
<p>Response:</p>	
<p>Environmental Sustainability (5%)</p>	
4.3.3	The applicant should provide details of how the project will contribute positively to the environmental sustainability of the project/site.
<p>Council's minimum requirements: The Council is looking at how the applicant will contribute to the overall environmental sustainability of the site. For example, through biodiversity net gain such as tree and hedge planting.</p>	
<p>Response:</p>	

5 Project Costs

5.1 Project Costings

Applicants must note the total maximum project budget of **£300,00 (three hundred thousand pounds)** excluding VAT or which the contractor must provide the project in its entirety.

Applicants are required to give a breakdown of the costs at section 5.2 Activity Schedule below that would be allocated to each Project task required as against the total project budget, including as a guide.

- Consultation sessions with local young people
- Creation of 3D visuals
- Topographical survey
- Services searches
- Support with obtaining planning permission (cost of application and any surveys requested will be covered by the Council)
- Project management – H&S and CDM compliance
- Provision of JCT Minor Works 2016 with contractor's design documentation
- Creation of detailed design engineering drawings
- Preliminaries
- Groundworks & drainage
- Steelworks
- Concrete
- Ancillary items (seating, bins, sign)
- RoSPA post installation inspection
- Launch event
- Any other items (please detail)

The applicant may include additional lines within the activity schedule as required. The contractor will not exceed the rates quoted within its bid at any time during the Contract. Please note that this information will not be scored as part of the procurement process.

5.2 Activity Schedule

Item Number	Description	Unit	Price (£)
1	Consultation (minimum two sessions)	Item	
2	Creation of 3D visuals	Item	
3	Topographical survey	Item	
4	Services searches	Item	
5	Support with obtaining planning permission	Item	
6	Project Management – H&S & CDM Compliance	Item	
7	Provision of JCT MW Contract Documentation	Item	
8	Creation of detailed design engineering drawings	Item	
9	Preliminaries	Item	
10	Groundworks & drainage	Item	
11	Steelworks	Item	
12	Concrete	Item	
13	Ancillary items (seating, bins, sign)	Item	
14	RoSPA post installation inspection	Item	
15	Launch Event	Item	
	Total of the prices (excluding VAT)		£

Please add items as required at the end of the list above.

6 Price Review Framework

6.1 Price Validity Period

As a minimum, all prices submitted must remain fixed and firm for 12 months from date of Contract commencement. In support of this, please detail exactly how long your prices will remain fixed and firm for below:

Prices will remain valid for ... years and ... months from the beginning of this Contract (Applicant to complete).

6.2 Price Review Proposals

The Council does not expect the Applicant to implement any price increases throughout the life of this Contract. The Applicant's signature at section 5.6 Pricing Schedule Declaration will be assumed to be an acceptance of this condition. Applicant's whose price review proposal differs from the Council's expectations under this 5.2 Price Review Proposals must state their proposal below.

Price Review Proposal if different from above:
--

6.3 Contract Renewal

No Contract once awarded shall be renewed at a higher rate than agreed between the parties through this price review framework or through any other such agreement as submitted to and approved by the Council in writing.

6.4 Pricing Schedule Declaration

We offer to supply the goods or services as per the pricing schedule above, in accordance with the Specification, terms and conditions and all other documents forming the Contract.

Signed*:	Date:
Name (<i>in block capitals</i>):	
In the capacity of: (<i>State official position, i.e. Director, Manager, etc.</i>)	
Organisation name and postal address:	
Telephone No:	Fax No:
*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

7 Certificates

7.1 Conditions of Tender

LISKEARD TOWN COUNCIL CONDITIONS OF TENDER	
Reference number and Title of Contract: Shall be as per title of contract as detailed on page one (1) of this volume two (2) applicant's offer	
1.	Tenders are invited for the supply of the goods or services specified or described in the invitation. Tenders with conditions of contract duly completed should be marked with the title of the c contract and returned electronically to: townclerk@liskeard.gov.uk . Tenders must be returned no later than the specified time and date. Tenders received after the time stated or not properly completed will be disregarded.
2.	The Contract shall be subject to the specified terms and Conditions of Contract. Offers by applicants made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone. No alteration must be made to the printed conditions or schedules. Any tenders bearing such alterations will not be considered.
3.	The Council does not bind itself to accept the lowest or any tender and reserves the right to accept a tender either in whole or in part, for such item or items specified in the Invitation to Tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.
4.	<p>To LISKEARD TOWN COUNCIL</p> <p>I/We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Council of my/our Tender either in whole or in part, to supply (<i>or perform the services</i>), on such terms and conditions and in accordance with such specifications (<i>if any</i>), as are contained or incorporated in the Invitation to Tender. I/We agree and declare that the acceptance of this Tender by letter on behalf of the Council, whether for the whole or part of the items included therein, will constitute a Contract for the supply of such items, I/We agree to enter into a further agreement for the due performance of the Contract, and I/We declare that I am/We are acting as the Delegated Authority for the purposes of signing off this Tender, and therefore, the Contract.</p>
Signed*:	
Date:	
Name (<i>in block capitals</i>):	
In the capacity of:	
<i>(State official position, i.e. Director, Manager, etc.)</i>	
<i>*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>	

7.2 Certificate of Undertaking and Absence of Collusion or Canvassing

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING	
<p>The Applicant shall sign the below Certificate of Undertaking and Absence of Collusion clearly indicating whether they sign as a Consortium or Member of Consortium (Box A), or as a single body and/or individual (Box B) by striking through Box A or B, whichever does not apply.</p>	
<p>Box A – Consortium</p> <p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none"> (a) the consortium’s Tender is bona fide and intended to be competitive. (b) the consortium has not entered into any agreement with any person outside the consortium with the aim of preventing Tenders being made or asked the amount of another Tender of the conditions or which the Tender is made. (c) the consortium has not informed any person outside the consortium other than the person calling for the Tenders the amount or approximate amount of the Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender. (d) the consortium has not caused or induced any person to enter into such an agreement as is mentioned in (b) above or to inform the consortium of the amount or the approximate amount of any rival Tender for the Contract. (e) the consortium has not and will not canvass or solicit any Member, Officer or employee of the Council in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by the consortium or acting on the consortium’s behalf has done or will do such an act. (f) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c), (d) and (e) above before the hour and date specified for the return of the Tender. 	
<p>Box B – Single Body and/or Individual</p> <p>I/We the undersigned do hereby certify that:-</p> <ul style="list-style-type: none"> (a) My/our Tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person. (b) I/we have not indicated to any person other than the person calling for the Tender amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the Tender. (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from Tendering or asked the amount of any Tender to be submitted. (d) I/we have not offered to pay or give any sum of money 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 Tender or proposed Tender for the said work any act or thing of the nature specified and described above. (e) I/we hereby certify that I/we have not and will not canvass or solicit any Member, Officer or employee of the Authority in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act. (f) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the Tender. 	
Signed*:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of: <i>(State official position, i.e. Director, Manager, etc.)</i>	

**(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

7.3 Certificate of Confidentiality

CERTIFICATE OF CONFIDENTIALITY	
I/we hereby agree with the Authority that I/we shall not at any time divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this project.	
It is appreciated by the parties that in the event of negotiations in respect of the proposed Contract being entered into between the Authority and my organisation that it may be necessary to share information with colleagues within my organisation. In this event this confidentiality clause may be waived to allow such information sharing to take place but not further or otherwise.	
Signed*:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of: <i>(State official position, i.e. Director, Manager, etc.)</i>	
<i>*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>	

7.4 Commercially Sensitive Information

I declare that I wish the following information to be designated as Commercially Sensitive.

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The reason(s) it is considered that this information should be exempt under Freedom of Information Act 2000 is:

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7.5 Conflict of Interest

CERTIFICATE OF CONFLICT OF INTEREST
I/we understand that in accordance with the Standing Orders of the Town Council contractors are prohibited from contacting councillors or staff to encourage or support their tender outside the prescribed process.
I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest):
I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 that the Authority is obliged to take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures to avoid any distortion of competition and to ensure equal treatment of all economic operators.

Signed*:	Date:
Name <i>(in block capitals)</i> :	
In the capacity of: <i>(State official position, i.e. Director, Manager, etc.)</i>	
<i>*(It must be clearly shown whether the Applicant is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>	