



LLANHARAN COMMUNITY COUNCIL

Minutes of the extraordinary Council meeting held on a remote basis (by remote attendance) 7pm on Tuesday 29th September 2026

The meeting was held in accordance with:
The Local Government and Elections (Wales) Act 2021

Members Present:

Councillors; Rhys Jenkins (Chair), Chris Parker, Robert Smith, Janine Turner, Nick Richards, Andrea James, Andrew Morgan.

Apologies; None.

Absent; Cllrs Geraint Hopkins, Will Thomas, David Evans, Mark Steer, Barry Stephens.

Clerk to the Council: Leigh Smith

2026/281 Welcome and Apologies

The Chair welcomed everyone to the meeting.

2026/282 Disclosures of Personal and/or Prejudicial Interests

None.

2026/283 Public Speaking

None.

Cllr Andrew Morgan joined the meeting.

2026/284 To consider updated quotations and the quote selected by LRGT and total funding relating to 'LCC26/03 LRGT - Resurfacing of Carpark'.



RESOLVED

To increase the funding for the project to from £75,000 to £99,468 reducing the contingency from £51,280 to £26,812 based on LRGT's proposal to award the work to Jordans Surfacing in line with the quotations and accompanying narrative provided, payable to LRGT on the receipt of appropriate invoices.

2026/285 To consider the recommendation of the CIL Committee meeting regarding LCC25/09 Oakbrook Skatepark (CIL206/031) held on 17th September 2026 and a submitted amended tender pack and other actions to bring the project to fruition.

RESOLVED

To approve the amended tender document provided in Appendix 2b. Retaining the principles of the document and the overall scoring criteria set out in 4.3 of the document, but delegating authority to the Clerk to make such amendments to the Sub Criteria, assessment mechanism and other minor elements of the document as they might see fit, ensuring that the initial consultation already completed is provided as part of the pack, with a second consultation carried out by the successful bidder on their initial design.

2026/286 To consider amendments to the Council's Complaints policy.

RESOLVED

To approve the updated Complaints policy as provided in Appendix 3.

2026/287 To note the resignation of a member of staff and to consider a process to recruit a replacement on the same or similar terms.

RESOLVED

To note the resignation of the Grounds-person and to delegate authority to the HR Committee to recruit and appoint a replacement on the same Terms and Conditions or to vary the total hours of hours of work, not exceeding 16 hours per week, and the details of when those hours are to be worked.

2026/288 Urgent Information & Suggestions for future Agenda Items

None

There being no further business, the meeting closed at 7.35pm.



Councillor Rhys Jenkins
Chair of Llanharan Community Council

Appendix 1

To consider updated quotations provided by, and the quote selected by LRGT relating to LCC26/03 Resurfacing of Carpark. (Included with the consent of the Chair of CIL Committee)

The Council has previously resolved the following:

2026/119

f) *RESOLVED*

CIL2026/015 CIL Grant application. LRGT – Resurfacing of carpark. To add the project to the Active Project List and to allocate £75,000 of CIL funds indicating the Council's support for the project and the commitment of funds. But to request that the applicant carries out the further work suggested by them to confirm the validity of the quotations and to clarify their VAT status and intentions and for the quotations and the grant amount requested to then be resubmitted.

- Note that LRGT is not VAT registered and cannot reclaim VAT. Therefore the grant request is for the total (Gross) amounts and any grant to be made on this basis.
- Recommendation that should members make any grant award, monies paid direct to LRGT immediately on the presentation of appropriate invoices (made out to LRGT).
- The Power used for this expenditure would be The CIL Regulations 2010.

Financial considerations (CIL)

Note: All figures are rounded to the nearest Pound (£).

The project has been added to the Council's Active Project List and £75,000 has been allocated to the project. (Project reference LCC26/03).

This figure is inadequate to fund the project based on the quotations (and selected quotation) provided.

Assuming LRGT's preferred quotation of £97,068 and no contingency, this would mean a further £22,068 would be required.

At the time of writing there is £51,280 available in the contingency.

(This contingency is based on 10% of further est spend for Council managed projects and is intended to provide a buffer to ensure there are available funds for ongoing projects).

Funding the additional spend required for the project would leave the contingency at £29,212

It should be noted that it is unlikely that the majority of the expenditure for the largest project on the Active Project List (LCC23/01 Ewenni Bridge) will be spent in this financial year. A further £93,836 will be received from RCTCBC in April 2027 which could potentially be used to replenish the contingency to its original 10% level and allow some funds for further use.

Consideration (Motion)

- Whether to increase funding to the project from £75,000 to £97,068 reducing the contingency from £51,280 to £29,212 and to grant the sum based on LRGT's proposal to award the work to Jordans Surfacing based on the quotation provided by them and the accompanying narrative from LRGT. Payable to LRGT on receipt of appropriate invoices.
- To take some alternative course of action in relation to the project not listed here.



Llanharan Community Council - CIL Active Project List Updated 25.09.26

Project No	Date added	Project	Project description	Status	Monies spent	Further monies Est	Forecast total spend	Council managed/Gra
LCC23/01	18/02/2023	Ewenny Bridge and associated paths	To provide an all-user bridge over the river Ewenny and associated paths to provide a multi-user route from Bryncae Community Centre, through Brynna Woods and to the Green (Ecohouses).	Project approved and in progress	€36,244.41	€563,755.59	€600,000.00	Council managed
LCC19/07	Prior 1/10/20	Garage for asset Memorial Garden refurb & storage	Build a storage garage on the memorial garden site and refurb garden.	Project approved and in progress	€108,076.23	€51,618.77	€159,695.00	Council managed
LCC25/09	17/05/2025	Skateparks	To provide an upgrade to the Oakbrook skatepark and investigate options for a new skatepark or pumptrack in Llanlid fields	Investigation in progress	€0.00	€106,000.00	€106,000.00	Council managed
LCC23/02	18/02/2023	Improvements to Bryncae Community Centre	See Capital plan	Project and spend approved for action.	€14,251.74	€158,925.26	€173,177.00	Council managed
LCC26/03	17/04/2026	LRGT - Resurfacing of carpark	Resurfacing of Llanharan Welfare Ground carpark.	Investigation in progress	€0.00	€75,000.00	€75,000.00	Grant only
LCC25/01	22/02/2025	Improvements to the welfare ground shower block	Condition of transfer	Project approved and in progress	€16,525.53	€50,678.97	€67,204.50	Council managed
LCC26/01	17/04/2026	Llanharan Primary School - Equipment for reading corners	Equipment for dedicated reading corners	Project approved and in progress	€4,563.85	€749.15	€5,313.00	Grant only
LCC26/02	17/04/2026	Brynna Allotment Association - Civil works to expand storage shed	Civil works to expand storage shed	Investigation in progress	€0.00	€4,454.38	€4,454.38	Grant only
LCC23/Ynys1	17/3/2023	Community garden at Ynysmaerdy	Minute ref 2023/060 CIL2023/010. Precise arrangements to be agreed with Ynysmaerdy Hall.	Project and spend approved for action.	€1,675.84	€1,074.16	€2,750.00	Grant only
LCC23/Lamps1	17/3/2023	Timers for festive lampposts	Minute ref 2023/060 CIL2023/012	Project and spend approved for action.	€0.00	€750.00	€750.00	Council managed
LCC26/04	17/07/2026	Replacement bench for Mountain Hare park	Standard 2 seater recycled bench in blue.	Project and spend approved for action.	€405.00	€0.00	€405.00	Council managed
CONTINGENCY	Updated 15.5.24	10% Contingency on incomplete Council Managed projects	10% contingency to be maintained in relation to further est spend for Council managed projects.			€51,280.03	€51,280.03	Contingency
				On Active Projects:	Actual spend	Further est spend	Forecast total spend	
		Totals			€181,742.60	€1,064,286.31	€1,246,028.91	

			Further confirmed CIL receipts to be received	Est further future CIL receipts
			£623,045	£696,025
		Current CIL Reserves balance (EMR) at 25/9/2026	Forecast balance following further confirmed CIL receipts to be received from current active housing developments (Llanilid Ph 3,4 & 5)	Forecast balance following confirmed receipts plus Est unconfirmed receipts from Ph 5-8 Llanilid (Ph 9 excluded)
		£1,064,286	£1,687,331	£2,383,356
Current available and uncommitted		£0.00	£623,044.57	£1,319,069.57
Projected income (Confirmed)		Projected future available uncommitted EMR balance (cashflow) as of 11.03.2026 RE Confirmed CIL receipts		
			Sum deducted from Contingency to maintain a current available and uncommitted balance of £0	£41,892.83
Amount	Receipt date			
£93,836.80	28/04/2027	£93,836.80		
£93,836.80	28/04/2028	£187,673.60		
£93,836.80	28/04/2029	£281,510.40		
£93,836.80	28/04/2030	£375,347.20		
		Projected future available uncommitted balance (cashflow) as of 25/6/26 including confirmed and unconfirmed CIL receipts in Ph 6-8 Note Ph 9 is excluded as no		
£696,025				

Updated Tarmac Quotations

LRGT

Contractor	Net £	VAT £	Total £	Notes
J D Surfacing	81,199.02	16,239.80	97,438.82	
Jordans Surfacing	82,890.00	16,178.00	97,068.00	
MT Tarmac	98,500.00	19,700.00	118,200.00	
Pritchards	80,223.65	16,044.73	96,268.38	
Raynes	94,786.40	18,9857.28	113,743.68	Refused to provide an updated quote so this is the original

A point to note Jordans and Pritchards both offer a one year warranty, they are both solid contractors.

From: [Llanharan Welfare Hall & Fields](#)
To: [Leigh Smith, The Clerk, Llanharan Community Council](#)
Subject: Re: Tarmac
Date: 24 September 2026 10:23:26
Attachments: [c886f0d2.png](#)

Hi Leigh

Our preference would be Jordans then Pritchards.

Both offer a warranty, both listened to the specification and delivered the quotation.

Jordans were the fastest, and our contractor of choice due to how efficient they were, Pritchards local but we did have to push them for the quote a few times.

The top three quotations are negligible in value differences.

We haven't awarded the contract as we need to know the money will be paid first as with the best will in the world, I am not sure the bank would allow us to go overdrawn by 100k

Sarah

llanharan-cc.gov.uk

Best wishes

The Board of Trustees

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Charity No: 524178
Llanharan Recreation Ground

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QUOTE

Bridgend County Borough Council
Angel Street
Bridgend
CF31 4WB

Date
22 Sep 2026

Expiry
11 Jan 2027

Quote Number
QU-0893

Reference
Plane and Re-surface

VAT Number
994946151

J D SURFACING &
CONSTRUCTION LTD
Gelli Industrial Estate
Gelli
Pentre
Rhondda Cynon Taf
CF41 7UW
UNITED KINGDOM
01443 434818

Llanharan Welfare Hall & Fields, Off Bridgend Road, Llanharan, Pontyclun, CF72 9RA

Area A - 454.91m2 - dig out existing tarmac area @ 100mm depth, remove waste from site.

Area B,C,D - 1563.09m2 - grade off area (s) @ 50mm depth, remove half of the waste from site, other half to be used on site to fill any potholes/deep fill areas.

Gully grating to be installed using sand, cement & chippings.
Apply Type 1 subbase to whole area of 2018m2 @ 50mm depth to bring surface to correct levels.
Tanker sprayer to spray whole area with Polybond 50 to ensure binding of materials.
Machine Lay whole area using AC 20mm Binder Course @ 60mm depth, top with SMA 10mm @ 40mm depth.

White lining price included for 2x disabled parking bay & 41 regular parking bays.

Item	Description	Quantity	Unit Price	VAT	Amount GBP
	Labour - Prepping Gang x 7 days Machine-Lay Gang x 4 days	11.00	822.82	20%	9,051.02
	Plant - Prepping Plant x 7 days Machine-Lay Plant x 4 days	11.00	923.6818	20%	10,160.50
	Materials - Waste Away - 200T 240T - Type 1 Subbase 315T - AC20mm Binder Course 210T - AC10mm SMA 1 x New Gully Grating - Sand - Chippings - Cement	1.00	61,027.50	20%	61,027.50
	White Lining - 2 x Disabled Parking Bay 41 x Parking Bays	1.00	960.00	20%	960.00

Item	Description	Quantity	Unit Price	VAT	Amount GBP
	Optional - (7 days to complete) 351m of Tanalised Edging Price includes 1.5T Digger, Van, Labour, Tanalised Edgings & Pegs.	0.00	5,115.60		0.00
Subtotal					81,199.02
TOTAL VAT 20%					16,239.80
TOTAL GBP					97,438.82

Terms

Terms and Conditions:

This quote has been raised for works to be completed in 11 days. If any unforeseen circumstances arise to no fault of JD Tarmac that may result in delayed time on site or alterations to the materials, then additional charges may be incurred. Please note any unforeseen "hard dig" areas will incur additional charges.

If you would like to proceed with the works quoted, a deposit is required 1 day before your commencement date, and the remaining balance to be paid 30 days after completion date.

Invoices queries to be reported within 2 weeks of invoices date.

We will exercise our statutory right to claim interest (at 8% over the bank of England base rate) and compensation for dept recovery costs under the late payment legislation if we are not paid according to our agreed credit terms.

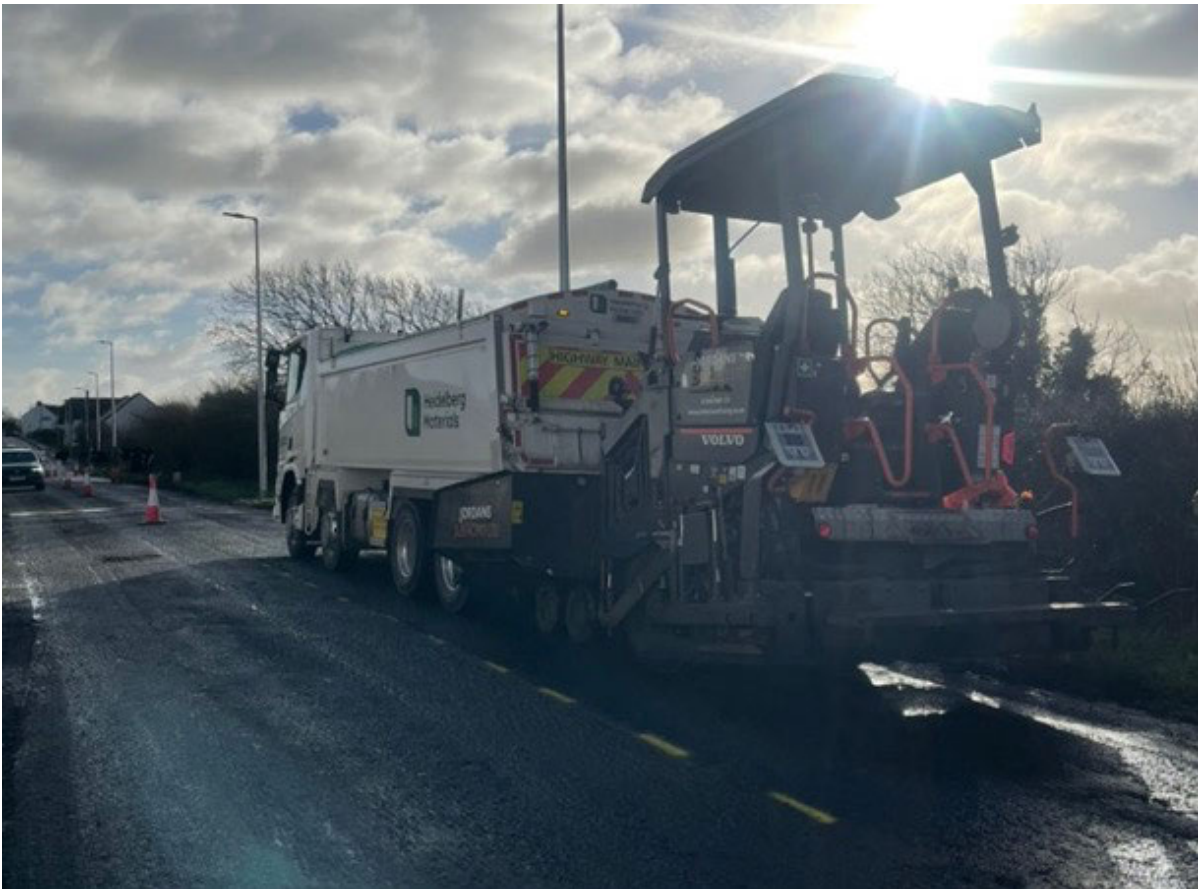
Thank you for your Business

Jordans Surfacing Ltd

Technical Proposal and Quotation

Llanharan Welfare Hall and Fields

14 September 2026



Commercial in Confidence

14 Sep 2026

Dear Sir

I would like to express my sincere appreciation to Llanharan Welfare Hall and Fields for the opportunity to submit this quotation response. As a privately owned, Welsh, family-run company, Jordan's look forward to conducting this work and are delighted to present our quotation.

We are a very responsible, fully certified company and take our client obligations very seriously. We have built a strong reputation over the years' and client satisfaction is extremely important to us. We will provide the highest level of service delivery.

We sincerely hope this document meets with your approval. Please contact us at earliest opportunity should you require any further information.

Kind regards

David Jordan

David Jordan
Director
Jordan Surfacing Ltd

Company Registration 11044303
VAT Registration Number: 287 1369 69
UTR: 5140203414



0. Executive Summary

The technical inspection undertaken by Jordans Surfacing Ltd confirms that the external car park surfaces at Llanharan Welfare Hall and Fields, are in a poor and deteriorating condition.

The car parking areas have reached the end of its serviceable life and are no longer performing as a structurally bound construction. Deterioration is now accelerating, and the defects observed are symptomatic of wider failure within the surface course, binder course, and supporting layers.

The site displays extensive cracking, potholes, rutting, fretting, and surface deformation. In a highly utilised community facility, these defects significantly increase the risk of slips, trips, standing water, vehicle damage, and operational disruption. The existing pavement construction is no longer capable of reliably withstanding regular loading, turning stresses, and static point loads.

We therefore strongly recommend full resurfacing of the car parking areas as the most appropriate, durable, and cost-effective long-term solution.

A planned resurfacing programme will restore structural integrity, improve safety and compliance, reduce future maintenance liability, and provide a durable, predictable surface suitable for continued operational use.

Delaying intervention is likely to allow further water ingress and continued deterioration of the existing pavement layers, resulting in higher future reconstruction costs.

1. Introduction

This submission provides comprehensive options for both repairs and cost-effective resurfacing of the existing yard at:

**Llanharan Welfare Hall
Off Bridgend Road
Llanharan
CF72 9RA**

2. Our Understanding of the Project

We have reviewed site conditions, access constraints, and measurements prior to this submission. Our Technical Assessor conducted an initial site visit on 09 Sep 2026. **During the visit we reviewed areas totalling 2018 m²:**

We understand the site:

- ✓ Is a busy community facility with numerous HSE implications
- ✓ Requires maximum safety and awareness of staff and site users
- ✓ Must retain or improve existing finished level and drainage issues
- ✓ Will be continually in use during the resurfacing project
- ✓ Requires cost certainty and programme compliance

Llanharan Welfare Hall and Fields: Site and Zones - Satellite image



Area A: 454.91 m²

Area B: 874.39 m²

Area C: 371.38 m²

Area D: 317.48 m²

Existing Conditions The existing surface is of tarmac construction which is extremely dated and exhibits the following issues as evidenced in the **below images**:

- Extensive potholes (varying depths)
- Widespread surface cracking and fretting
- Numerous level inconsistencies creating trip hazards
- Standing water caused by surface deformation
- Ineffective drainage across all areas
- Inadequate safety markings / signage

Main Entrance



The existing surface presents as +25 years old. The current condition of the asphalt (across the entire site) has reached a point where deterioration is accelerating and delaying intervention will significantly increase future repair costs.

Area A



The defects identified here indicate lack of structural adequacy, with deterioration progressing at an increasing rate.

The binder has oxidised extensively, leaving the surface brittle and prone to cracking

Area B



The underfoot conditions are not suitable for patrons.

The surface condition presents numerous health and safety risks particularly from slips, trips and falls.

Area C



The unbound surface does present issues during rainfall. There is evidence of standing water and potholes.

A resurfaced site with road safety markings would immediately improve safety for staff and patrons

Area D



All surfaces have poor, ineffective drainage. Evidence of standing water after rainfall. A proper bound asphalt surface would alleviate these issues.

Modern resurfacing would restore drainage performance and prevent further structural deterioration of the pavement layers.

3. Jordans Surfacing Ltd - Assessment Standard: Surface Conditioning Scale

Grade 1 — Excellent Condition: As-new / Fully serviceable	Grade 2 — Good Condition: Serviceable with minor wear	Grade 3 — Fair / Poor Condition: Deteriorating but serviceable	Grade 4 — Very Poor Condition: Failing	Grade 5 — Unfit for Purpose Condition: Failed / Critically defective
• Surface uniform, dense, and defect-free • No cracking, deformation, or surface loss • Adequate skid resistance and drainage • Fully compliant with HSE and DDA requirements	• Minor surface texture wear only • Isolated hairline cracking • No trip hazards or structural defects • Drainage effective	• Early-stage cracking and fretting • Localised depressions and minor ponding • Line markings worn • Increased maintenance liability	• Widespread cracking and patch repairs • Localised potholing • Uneven levels creating trip hazards • Reduced skid resistance	• Extensive potholing and surface breakup • Significant level differences and edge failure • Standing water and drainage failure • Clear trip, slip, and vehicle damage hazards
Summary: Surfacing is in excellent condition and performing as intended.	Summary: Surfacing remains structurally sound with minor age-related wear.	Summary: Surfacing is showing signs of deterioration and is approaching end of serviceable life.	Summary: Surfacing condition presents a heightened health and safety risk and requires urgent remedial works.	Summary: Severe structural failure with multiple trip hazards, posing immediate HSE and liability risk.

4. Recommendation by Area

Area	Grade	Repair Possible	Resurface	Recommendation
Area A	5	Not Recommended	Highly Recommended	Full Reconstruction
Area B	5	Not Recommended	Highly Recommended	Full Reconstruction
Area C	5	Not Recommended	Highly Recommended	Full Reconstruction
Area D	5	Not Recommended	Highly Recommended	Full Reconstruction
Overall Assessment	5	Not Recommended	Highly Recommended	Full Reconstruction

Technical Inspector Remarks:

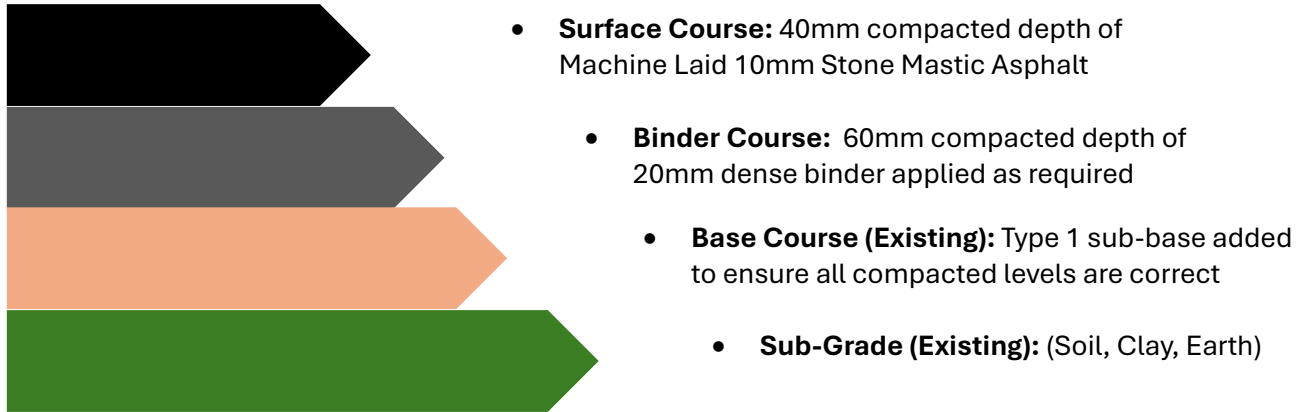
It is highly recommended to update the surface infrastructure to provide a safe, durable, well-maintained surface.

- Continual patching / repairs is no longer cost effective and represents poor value compared with a fully planned resurfacing programme.
- The surface condition presents a growing health and safety risk due to potholes, loose material, and uneven levels.
- Investing now allows the site to move from reactive maintenance to a controlled and predictable asset management approach.
- The investment represents a practical opportunity to reduce risk, control long-term costs, and significantly improve the functionality and appearance of the site.

5. Proposed Design & Specification - Construction Materials

Below is the exact specification that would be used on this project. The proposed construction has been selected to provide durability, ease of maintenance, and value for money, appropriate to a community leisure facility environment.

Construction Technical Specification by Layer:



Our materials come from certified manufacturing plants in South Wales, complying with relevant British Standards and recognised industry best practice.

The proposed Jordans Surfacing Ltd solution delivers a durable, safe, and fit-for-purpose community sports and welfare facility car park.



6. Our Construction Methodology

Key Methodology / Actions

Element	Consisting of	Remarks / Specification / Benefits
Pre-Contract Award (Completed)	• Inspection and assessment of specified site areas, review existing ground conditions, verify quantities, access, and constraints • Agree Specification and Programme Design • Develop Risk Assessment and Method Statement (RAMS) for client approval • Confirmation of delivery routes and working areas	• All Pre-Mobilisation elements completed
Site Establishment (Post Contract Award)	• Project initiation meeting with client representative • Installation of temporary fencing and warning signage • Establishment of controlled access and plant routes / parking areas • Welfare facilities provided as required • Comprehensive Site Safety Briefing to all workers	• Site to be fully compliant with HSE, contractual, and specification requirements • Team to wear appropriate PPE at all time, as per RAMS. Benefit Delivered: Safe execution of works within a car parking environment without compromising public safety
Excavation, Preparation and Sub-Base Works	• Proof-rolling of existing formation • Review levels that require altering and sub-base strengthening • Strengthening by adding compacted Type 1 MOT material	Benefit Delivered: Removal of latent defects that could compromise the performance or lifespan of the new surface. Improved drainage performance, reducing standing water after rainfall.
Binder Course	• Machine laid 60mm compacted depth of 20mm dense binder course (regulating where required only)	• Binder course to be factory produced and delivered hot to site • Laid using machine paver by suitably qualified, experienced and competent operatives

		Fully compacted to correct levels using appropriate rollers to achieve required density, texture, and finish
Bonding Agent (Tack Coat)	Application of uniform bitumen emulsion bond coat across all prepared areas to be surfaced	- Bond coat to be compatible with the existing surface and the 40mm (10mm) SMA surface course - Application rate to be in accordance with manufacturer's recommendations - No surfacing to commence until the bond coat has 'broken' correctly - Tack coat will ensure full adhesion between substrate and surface course, preventing slippage, cracking, or delamination. - COSHH Assessment in place and adhered to Benefit Delivered: Full adhesion between substrate and surface course, preventing slippage, cracking, or delamination.
Surface Course	- Apply Surface Course - 40mm (compacted thickness) AC 10 close-graded Stone Mastic Asphalt (SMA) Note: Performance Characteristics of 14mm SMA: - High resistance to deformation and rutting - Excellent durability under frequent turning, braking, by heavy, slow-moving vehicles - Dense, smooth surface improving pedestrian comfort and accessibility - Reduced water ingress, extending pavement life	- SMA to be factory produced and delivered hot to site - SMA to comply fully with BS EN 13108-5 and BS 594987 - Laid using machine paver by suitably qualified, experienced and competent operatives - Fully compacted using appropriate rollers to achieve required density, texture, and finish - Joints to be straight, well-formed, and fully bonded - Maintenance of surface falls to avoid standing water

		Benefit Delivered: A hard-wearing, professional-grade surface specifically suited to applicable traffic conditions.
Quality Assurance: Workmanship & Tolerances	• Surface regularity consistent with vehicle car park standards • No standing water exceeding 5mm following rainfall (minimum surface fall of 16mm per metre). <i>Note: Caveated by surrounding drainage has to be suitable and sufficient.</i> • Finished surface to be visually uniform and free from segregation, tearing, or roller marks	• Finished surface to be free from ridges, depressions, and trip hazards • Existing falls to be maintained or improved to ensure positive drainage • Smooth transitions at kerbs, thresholds, and access points • Work Inspected as per Jordans Surfacing Quality Assurance Directive. Our Managing Director, David Jordan is personally responsible for the inspection. • Works subject to inspection by the Client or their representative at all stages Benefit Delivered: Improved drainage performance, enhanced pedestrian safety, and reduced standing water risk.
White Lining / Road Markings <i>(if required)</i>	• Setting out of parking bays at correct measurements • Yellow markings for disabled spaces and traffic calming humps as required	• Application of durable thermo-plastic road-marking product • Controlled curing period prior to reopening
Completion	• Site cleared of all waste and surplus, left in a clean and safe condition • Final inspection and handover with company representative • Commencement of Defects Liability Period	A 12-month Defects Liability Period will apply from completion. • Any defects attributable to workmanship or materials will be rectified at no cost to the client.

7. Our Programme

The works will be completed within 7 working days, allowing for weather contingency and curing periods.

	Day 1	2	3	4	5	6	7	8
Site setup and mobilisation								
Preparation works								
Area C&D Binder Course								
Area B Binder Course								
Area A Localised Repairs								
Area C&D Surfacing Works								
Area B Surfacing Works								
Area A Surfacing Works								
White / Yellow lining (if required)								
Demobilisation / Contingency								

Note: We have allocated **1 extra day (day 8) as a contingency** in-case of unforeseen circumstances; product issues, manufacturing plant breakdown etc.

8. Outcomes - Results / Benefits

Area A



Main Entrance



Area B



Area C



Area D



9. Quotation for complete resurfacing of the facility Areas A to D

	Item Description	Quantity
P1	Site setup, supervision, welfare, insurances, and compliance	Jordans Surfacing Ltd are insured for: Public Liability: £5m Employers Liability £10m
P2	Preparation and implementation of Traffic Management Plan (including signage, barriers, pedestrian segregation, Chapter 8 compliance)	
P3	Remove defects and achieve uniform substrate	2018 m ²
I1	Adjust (where required) existing manholes, gullies, drainage and inspection covers flush to finished surface levels	
B1	Supply and lay 60mm dense binder asphalt base material	2018 m ²
B2	Supply and apply bond/tack coat to prepared surface prior to surfacing	2018 m ²
A1	Supply, lay, and compact 40mm thick 10mm Stone Mastic Asphalt (SMA) surface course	2018 m ²
A2	Forming, compacting, and sealing longitudinal and transverse joints	As required
I2	Local level adjustments at thresholds, kerbs, and transitions to eliminate trip hazards as far as practicably possible	
S1	Road Safety Calming - Speed Humps	x 3
W1	White and yellow lining	Included
Q1	Quality control, material delivery records, temperature and compaction monitoring	
Q2	Final cleaning, removal of surplus materials, demobilisation	

All areas, fully inclusive: £82,890+VAT

We fully understand the nature of the works and confirm that the quotation sum includes all labour, materials, plant, supervision, waste disposal, and associated costs required to deliver a complete and compliant project.



Works will commence within 1 month of contract award and will be completed within a specified timeframe; estimated to be 9 days from start to finish so as not to disrupt logistic operations.

Note: This quotation remain valid for 45 days from the date of issue. Our pricing is based on current material, fuel, and supply chain costs. In the event of significant fluctuations in oil-based product pricing or associated inputs beyond our control, we reserve the right to review and reasonably adjust costs to reflect market conditions. Any such adjustments will be evidenced and agreed prior to proceeding.

MT TARMAC

QUOTE



CN::15052293
Tel [REDACTED]

Genevieve CF34 9LD
Maesteg Road

UTR NO 1113058339

Email- marktabor@outlook.com

DATE OF 24/09/26

Vat no 240043070

Customer Information:

Billing Address		Customer Address:	
Company:	Welfare Hall Llanharan	Company:	.
Name:		Name:	
Address:		Address:	
Post Code		Post Code	

Cost for:-

To Scrape of foliage and excavate where needed

Supply and lay new tarmac car parking as per specification area approx 2018m2 £91,500
Plus Vat = £109,800

EAO - To supply and lay new edging kerb to perimeter of parking area £7000+vat = £8400

Many thanks
M tabor
MtTarmac

Bank details :- TSB. MTTARMAC



NOTE- * NEW BANKING DETAILS*
All invoices are payable 28 days after invoice date.



LLANHARAN WELFARE HALL & FIELDS

VALUE

Scope of works:

Breakout various protruding old foundations
 Fill potholes with aggragetes and compact
 Raise existing gully
 Grade existing hardcore to falls
 Install edgings (Timber or concrete options)
 Spray weedkiller
 Lay Type 1 sub-base
 Lay AC20mm Binder course
 Lay AC10 mm Surface course
 White lining works

Area A = 454.91 M2
 Area B = 874.39 M2
 Area C = 371.38 M2
 Area D = 317.48 M2
 TOTAL - 2,018 M2

Prelims	£3,800.00
Enabling Works - break out protruding old footings	£1,016.63
Raise / Replace existing gully	£866.63
Install precast edgings to perimeter	£11,929.50
Grade existing hardcore base & apply weedkiller	£8,183.36
Lay AC20mm Binder course 60mm thick	£22,522.83
Lay AC10 mm Surface course 40mm thick	£28,554.70
Traffic calming humps - 3 nr at 3m lengths	£1,350.00
White lining works	£2,000.00

£80,223.65 Excl. VAT

QUALIFICATIONS

Welfare by Client
 We have allowed for removing the protruding structures near workshop
 No drainage works allowed for (only lifting 1 nr gully)
 We have allowed for concrete edgings to perimeter
 Saving for using timber in lieu of concrete edgings - £5,179.50
 Quotation is based on wagons being able to enter through main gate

RAYNES

Scaffolding & Groundworks

Unit 10 Pant Industrial Estate, Dowlais, Merthyr Tydfil, CF48 2SR
Tel: 01685 359276 | Email: info@raynes.uk.com

Date: 4/9/2025

Quotation: 4890

F.A.O. David Evans
Llanharran Welfare Hall
Welfare Hall & Fields
Llanharran
CF72 9RA

Site Address
Llanharran Recreation Ground

Ref: Tarmac Works

Dear David

Thank you for your enquiry regarding the above mentioned. Please find herewith our quotation for your consideration.

Please see attached full breakdown of costs.

I have also attached a highlighted picture of the area allowed.

Works Total £94,786.40 plus VAT

All prices are subject to VAT
Price to include Labour, Plant & Materials
Payment terms strictly 30 days of invoice

Raynes Scaffolding & Groundworks Ltd
Company No: 9092550 VAT Reg: 190231337



www.raynes.uk.com

RAYNES

Scaffolding & Groundworks

Unit 10 Pant Industrial Estate, Dowlais, Merthyr Tydfil, CF48 2SR
Tel: 01685 359276 | Email: info@raynes.uk.com

TERMS.

- This price is given on the basis of the work being let as one package and may not be maintained if let separately.
- The quotation offered assumes that works will be uninterrupted once work starts.
- All goods and services remain the property of Raynes Scaffolding & Groundworks Limited until full payment received.
- This quotation is valid for two months from date of issue. Quotations are based on prices of materials and wage rates of operatives at the date of the quotation and are subject to revision thereafter.
- Whilst the Company will make every effort to meet commencement and completion dates no liability will be accepted for delays or variations caused by circumstances beyond our control.
- Whilst every care is taken the Company cannot be held responsible for damage or injury caused to underground drainage water supplies, gas supplies or electric cables however caused unless their exact location is made clear prior to the commencement of the works.
- We reserve the right to adjust or withdraw our quotation on receipt of full project specification.
- When others have supplied the measurements; we reserve the right to amend our prices accordingly if the measurements are found to be incorrect on completion of work.
- Any additional works, outside the scope of the above, will be charged at the following rates (including travelling time/costs if appropriate):
Labour: £50.00 per hour (per two operatives), including transport & fuel, plant & equipment: standard hire price, plus 20%
Materials: cost price, plus 20%
- The company reserves the right to apply for interim payments as the work proceeds to an amount not exceeding 85% of the value of work done and materials on site at the time.
- Completed works are subject to re-measurement.
- Payment terms are as stated in your quotation, unless otherwise agreed. Any accounts not settled within this period shall be liable to a credit charge currently at 2.5% above the current base rate.
- Once a payment application has been submitted, we will allow 7 days for to be signed off, after the 7 days we reserve the right to invoice for the work with or without the payment application.
- All our prices are subject to VAT.

Signed  *K. Raynes*

MRS K RAYNES

Raynes Scaffolding & Groundworks Ltd
Company No: 9092550 VAT Reg: 190231337



www.raynes.uk.com

Appendix 2

To consider the recommendation of the CIL Committee deferred from the Council meeting held on 17th September 2026. CIL206/031 Update on the progress of the LCC25/09 Oakbrook Skatepark. To consider a tender pack and subsequent actions to bring the project LCC25/09 Oakbrook Skatepark to fruition.

The CIL Committee Recommended the following:

CIL206/031

RECOMMENDED

To approve the tender pack as presented in Appendix 5a to the CIL Committee and to authorise the officers to issue the tender when the new lease is legally signed in line with the Council's Standing Orders.

Note:

- Appendix 2a is the original tender document Recommended by the CIL Committee.
- Appendix 2b is an amended tender document altered to take into account feedback from members and further work regarding the design and build element of the tender along with revised scoring criteria.

(Appendix 1= Concept 2 and Appendix 2 – Front page and summary of results of initial consultation to be added)

Officer's Recommendation

To approve the amended tender document provided in Appendix 2b.

Retaining the principles of the document and the overall scoring criteria set out in 4.3 of the document , but delegating authority to the Clerk to make such amendments to the Sub Criteria, assessment mechanism and other minor elements of the document as they might see fit.

Summary of changes between the original document and the amended document.

The main changes from the original tender document and the proposed amended document fall into six areas:

Summary of Key Changes Between the Original Tender and the Final Tender Document

The tender document has undergone a substantial review and refinement process. The principal amendments are summarised below for Members' information.

1. Clarification of the Design and Build Procurement Model

Original Position

The original tender relied heavily on the Dragon Play "Concept 2" design and could be interpreted as asking contractors to develop and price an existing concept rather than compete on their own design solution.

This created uncertainty as to:

- the purpose of the design-and-build procurement;
- the extent of contractor design responsibility; and
- the status of Concept 2 within the evaluation process.

Final Position

The final tender now establishes a genuine design-and-build competition.

Tenderers are required to submit:

- their own Oakbrook-specific concept design;
- layouts and drawings;
- 3D visualisations;
- design rationale;
- rider-flow analysis;
- user progression proposals; and
- confirmation that the proposal can be delivered within the approved budget.

This ensures that the Council is evaluating both the contractor's experience and the quality of the solution proposed for Oakbrook.

2. Repositioning of Concept 2

Original Position

Concept 2 could reasonably have been interpreted as the Council's preferred or selected design.

This potentially:

- discouraged alternative solutions;
- risked favouring a particular supplier;
- reduced design innovation; and
- blurred contractor design responsibility.

Final Position

Concept 2 is now clearly identified as:

- a reference concept only;
- one interpretation of the early consultation findings;
- not the approved design;
- not a prescribed layout;
- not construction information; and
- carrying no preferred-bidder status.

The document expressly states that tenderers will receive no additional evaluation benefit merely for reproducing Concept 2 and may propose alternative solutions where they better satisfy the Employer's Requirements.

This change strengthens both procurement transparency and competition.

3. Stronger Focus on Local Youth and Beginner/Intermediate Users

Original Position

The original specification generally referred to replacing or refurbishing the skatepark.

Final Position

The final document now clearly identifies the primary users as:

- local young people;

- beginner users; and
- intermediate users.

Tenderers are required to demonstrate:

- intuitive progression;
- clear rider circulation;
- inclusive participation;
- safe use by less confident riders;
- opportunities for skill development; and
- avoidance of advanced features dominating the facility.

This provides much greater control over the type of facility ultimately delivered.

4. Introduction of a Formal Tender-Stage Design Submission

Original Position

The extent of design information required as part of the tender submission was not fully defined.

Final Position

The final tender contains a standalone "Tender-Stage Concept Design" section which requires bidders to submit:

- a site layout;
- scaled plans;
- indicative dimensions;
- visualisations;
- design narrative;
- explanation of consultation responses;
- assumptions regarding the existing pad and drainage; and
- confirmation that the scheme can be delivered within the budget.

Failure to provide a sufficient concept design may result in a lower evaluation score or a finding that the submission is materially incomplete.

5. Formal Council Approval of the Final Design

Original Position

References were made to design development and Council review, but the approval process was not fully defined.

Final Position

A formal Design Approval Gateway has been introduced.

The contractor must submit:

- final layout drawings;
- design visualisations;
- design rationale;
- consultation response report;
- updated cost plan;
- updated programme;
- risk register; and
- supporting technical information.

The tender now expressly states that:

No construction works may commence until the final design has been formally approved in writing by Llanharan Community Council (or an appropriately authorised delegate).

The document further clarifies that:

- approval may be granted, refused or granted subject to revisions;
- approval cannot be implied from comments, meetings or passage of time; and
- design liability always remains with the contractor.

This represents a significant strengthening of Council control over the final scheme.

6. Enhanced Community Engagement Requirements

Original Position

The original tender referred generally to consultation activities.

Final Position

The final tender introduces a defined two-stage engagement process:

Stage 1

User needs and priorities testing.

Stage 2

Validation of the proposed design.

The contractor is required to document:

- comments received;
- how comments influenced the design; and
- reasons why particular suggestions were not adopted.

7. Significant Revision of Evaluation Weightings

Original Position

The original evaluation methodology placed greater emphasis on previous experience and price.

Final Position

The evaluation framework now gives substantially greater importance to quality and technical merit.

Criterion	Final Weighting
Q1 Relevant Experience & Case Studies	35%
Q2 Design Development Capability	10%
Q3 Project Specific Technical Solution	35%
Q4 Delivery Methodology	4%
Q5 Team & Engagement	3%
Q6 Programme	1.5%
Q7 Quality & Aftercare	1.5%
Quality Total	90%

Price	10%
-------	-----

This creates equal weighting between:

- proven specialist experience; and
- the quality of the proposed Oakbrook solution.

8. Introduction of Detailed Sub-Criteria

Original Position

Evaluation criteria existed but contained limited weighting breakdowns.

Final Position

Detailed sub-criteria now exist for both:

- Q1 Experience and Case Studies; and
- Q3 Technical Solution.

This provides:

- greater transparency;
- better moderation consistency;
- clearer feedback trails; and
- reduced evaluation risk.

9. Reduction of Price Influence

Original Position

Price was a more significant evaluation factor.

Final Position

Price now accounts for only 10% of the evaluation score.

This reflects the fact that:

- the project budget is capped at £206,000 excluding VAT;
- bids above that figure are non-compliant;
- this is a specialist facility with a long anticipated lifespan; and

- design quality is of considerably greater importance than marginal price differences.

10. Stronger Governance, Risk and Accountability Provisions

Additional amendments include:

- improved design responsibility provisions;
- enhanced risk management requirements;
- clearer programme requirements;
- stronger contractor accountability;
- improved documentation requirements;
- clearer treatment of consultation findings;
- strengthened aftercare and warranty requirements; and
- a more structured design presentation process.

Overall Effect

In summary, the final tender has evolved from a document that was primarily focused on developing a consultation-derived concept into a comprehensive, quality-led design-and-build procurement.

The revised document:

- promotes genuine competition;
- protects procurement integrity;
- strengthens Council control over the final design;
- prioritises local beginner and intermediate users;
- places appropriate emphasis on specialist expertise;
- reduces reliance on lowest-price competition; and
- provides a substantially more robust framework for delivering a high-quality skatepark within the approved budget.

Name of Applicant:

Appendix 2a - Original document presented to
CIL Committee as App 5a

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

1 General Information

1.1 Procurement Procedure

Llanharan Community Council is seeking to appoint a single Contractor to Design & Build a skatepark facility for the Local Community. The information submitted within the Applicant's Offer shall be used by the Authority as the means to make a Contract award decision.

1.2 Procurement Timetable

The Authority proposes the following timetable for the award of the Contract(s):

Procurement Stage	Dates
Publication of advertisement	10 August
Clarification questions to be submitted by	Twelve (12:00) noon on 26 August
Clarification responses to be issued by	17:00 on 02 September
Bid Deadline	Twelve (12:00) noon on 30 September
Evaluation	w/c 10 October
Intention to award	w/c 26 October
Contract start	5 January

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:	
Leigh Smith, Clerk to Llanharan Community Council 07769 266675 Clerk@Llanharan-cc.gov.wales	Note that any queries or questions must be addressed via the Sell2Wales platform so that all those who express an interest have access to the same information.

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 and 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 £5 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

Llanharan Community Council wishes to replace its current Skatepark at Oakbrook, Llanharan.

After some consultation with the community and local youth groups, the Council has obtained views on what equipment should be provided and the rough scope of a new concrete skatepark that will be designed with local young people in consultation with the successful Applicant of this Tender. A base Concept drawing derived from limited consultation is provided in Appendix One.

The Project is being funded by Llanharan Community Council with funds in place or pledged.

The location of the proposed new skatepark is: Oakbrook, Llanharan. CF72.

The site to be substantially cleared by Llanharan Community Council prior to works commencing to the existing concrete base.

2.2 The Requirement

The outcome of this Tender will be to identify and select a single Contractor to take the Project forward from final consultation to a final design and a completed installed concrete skatepark, to suit the needs of the local young people whilst taking into account a range of ages, abilities and wheels, e.g. scooters, skateboards and BMX, and also 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 council'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 where required (cost of application and any surveys requested will be covered by the Council).
- Project management – H&S and CDM compliance
- Provision of JCT Design and Build Contract 2024 (DB 2024)
- Creation of detailed design engineering drawings
- Preliminaries
- Groundworks & drainage
- Steelworks
- Concrete
- Ancillary items (seating, bins, sign)
- RoSPA Post Installation inspection and handover certificates.
- Launch event

The Contractor will be required to run a consultation/engagement event with local young people on dates to be agreed.

It is planned for the skatepark to be completed and opened in 2026 or 2027 subject to any required Planning Permission or other permissions being granted.

2.2.1 The Contractor will be required to support the Council with the preparation of documentation for any required 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.

2.2.2 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.

2.2.3 The Contractor must not exceed the maximum budget for the project which is
£206,000 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 course of 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 the public sector contracting 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 of 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 on the basis of 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 new 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 Enterprise (SME) ¹	

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

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.	<u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>	
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		
Registration with a professional body 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).	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
	If Yes, please provide the registration number in this box.	
Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?		
	If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.	
2. Grounds for Mandatory Exclusion		
You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts	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 into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may	

involved).	contact the authority for advice before completing this form.	
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?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
c. the common law offence of bribery;		
d. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
e. any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
i. the offence of cheating the Revenue;		
ii. the offence of conspiracy to defraud;		
iii. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
iv. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the		

	Companies Act 2006;		
v.	fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
vi.	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
vii.	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
viii.	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
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 Harrassment		
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.		
<u>Non-payment of taxes</u> 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 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 into 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.		
k. You have current markers or actions on your Companies house record or late		

submissions.		
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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 carried out in a transparent manner, routine pre-market engagement carried out 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 take into account 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, that 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 has to 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.

In order 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 taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

4. Grounds for Discretionary Exclusion – Part 2

The Council is not bound to accept the lowest bid or any tender for any reason.

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
	(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:		
5.3	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?)		
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6. Technical and Professional Ability

Relevant experience and contract examples

Please provide details of up to three similar skatepark projects, 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. You may provide a separate case study on a separate document for each, containing photographs and further details where applicable.

		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. You should provide photographs separately.			

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 requires 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 = £5,000,000		
* 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 jurisdiction 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 of the 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.		

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. 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.		
Environmental Management		
d. (Please indicate your answer by marking 'X' in the relevant box):		
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)? 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 as a result of conviction or notices served. 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.	Yes	No
Health and Safety		
e. (Please indicate your answer by marking 'X' in the relevant box):		
Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes	No
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? 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. 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.		
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these		

other organisations?		
Quality		
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
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?		
Declaration		
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. AWARD AND EVALUATION

4.1 Basis of Award

The Council intends to award the Contract to the Applicant submitting the most advantageous tender, assessed in accordance with the published award criteria and methodology in this Section. The Council will not award the Contract solely on the basis of the lowest price.

The evaluation is deliberately quality-led because the successful Contractor will be responsible for developing the final design and delivering a specialist, durable, predominantly in-situ concrete skatepark on the existing concrete pad. The Council gives particular weight to verified successful delivery of comparable concrete skateparks by the proposed team. Design capability, ride quality, specialist construction expertise, programme certainty, quality assurance and aftercare remain separately assessed to ensure that historical experience is applied credibly to Oakbrook Skatepark.

Only information contained in the Applicant's tender submission, together with any permitted written clarification and verified supporting evidence, will be evaluated. The Applicant must clearly cross-reference all appendices and supporting material.

4.2 Evaluation Stages

Stage	Assessment	Outcome
1	Receipt, deadline, completeness and compliance checks.	Pass / fail
2	Exclusion grounds, conditions of participation, insurance, financial standing and other selection requirements.	Pass / fail
3	Quality evaluation against Questions Q1 to Q7, including the published design presentation stage.	70 weighted marks
4	Price evaluation and arithmetic review.	30 weighted marks
5	Scoring, moderation, clarification where permitted, and calculation of total scores.	Ranked total out of 100
6	Due diligence on the proposed successful Applicant, including verification of case studies, financial checks, references and evidence.	Award recommendation or next-ranked tender considered

A tender may be rejected where it is late, materially incomplete, non-compliant, qualified in a way that is unacceptable to the Council, unaffordable, misleading, abnormally low and incapable of satisfactory explanation, or otherwise incapable of delivering the stated requirement. Any decision will be made in accordance with the tender documents and applicable procurement requirements. The council reserves the right to select any tender regardless of scoring.

4.3 Award Criteria and Weightings

Ref.	Award criterion	Weight
Q1	Relevant concrete skatepark experience and case studies	50%
Q2	Design development capability and design management	5%
Q3	Ride quality and project-specific technical solution	5%
Q4	Delivery methodology, construction approach and risk management	5%
Q5	Project team, management, communication and engagement	2.5%
Q6	Programme and completion assurance	1.25%
Q7	Quality assurance, handover, warranty and aftercare	1.25%
	QUALITY TOTAL	70%
P1	Evaluated tender price	30%
	TOTAL	100%

The weightings will not be changed after the tender deadline. Applicants should allocate the greatest detail and strongest evidence to the highest-weighted questions.

4.3A Q1 Sub-Criteria

The 50 marks available for Q1 will be allocated as follows. The similarity and relevance element assesses objective project characteristics and delivery context. It does not award marks merely because a supplier is established locally or because a project is geographically close to Llanharan.

Q1 sub-criterion	Weight
Demonstrated design-and-build delivery of comparable concrete skateparks	20%
Successful delivery to programme, budget and required quality, supported by verifiable client evidence	10%
Similarity and relevance to the Oakbrook project	10%
Direct involvement and continuity of the named Oakbrook Project Manager, Lead Skatepark Designer and specialist team	5%
Application of lessons learned, including defects, warranty matters, constraints and existing-hardstanding risks	5%
Q1 TOTAL	50%

4.4 Quality Scoring Scale

Each evaluator will score each non-price question on the following 0 to 5 scale. Scores must be based on the content and evidence submitted against the published question and requirements.

Score	Descriptor	Evaluation standard
0	Unacceptable	No response, or the response wholly fails to address the requirement. The proposal is incapable of evaluation or presents unacceptable risk.
1	Poor	Serious deficiencies, little relevant evidence, major omissions, or an approach that provides very low confidence in successful delivery.
2	Weak	Partially addresses the requirement but contains important omissions, weaknesses, uncertainty or poorly controlled risks. Limited relevant evidence.
3	Acceptable	Meets the stated requirement with adequate project-specific detail and evidence. Risks appear manageable and the response gives reasonable confidence in delivery.
4	Good	Meets the requirement well and provides clear, relevant and credible evidence. The approach is well controlled, project-specific and gives a high level of confidence.
5	Excellent	A comprehensive, compelling and fully project-specific response. Evidence is highly relevant and credible, risks are very well controlled, and the proposal offers substantial demonstrable benefit beyond the minimum requirement.

Weighted score for each question = (moderated raw score ÷ 5) × published question weighting.

Example: a moderated score of 4 for Q1, weighted at 25%, produces 20 weighted marks: $(4 \div 5) \times 25 = 20$.

4.5 Minimum Quality Requirements

To remain eligible for award, a tender must satisfy all of the following minimum requirements:

- achieve a moderated score of at least 2 out of 5 for every Quality question Q1 to Q7;
- achieve at least 42 weighted marks out of the 70 marks available for Quality, equivalent to 60% of the available Quality marks;
- submit a compliant fixed tender price that does not exceed the Council's maximum budget of £206,000 excluding VAT; and
- meet all pass/fail requirements elsewhere in the tender documents.

A tender failing a minimum requirement will not proceed to final award ranking. Price marks do not compensate for failure to achieve the Quality threshold.

4.6 Award Questions: Quality

Q1 Relevant Concrete Skatepark Experience and Case Studies (50%)

Question. Provide up to five case studies demonstrating successful delivery of specialist concrete skateparks of comparable scope, complexity and value. Explain how the evidence and lessons from those projects will be applied to Oakbrook.

Minimum response requirements.

- Submit between three and five completed case studies. All must concern concrete skateparks for which the Applicant or its proposed specialist delivery team held material responsibility for both design and construction.
- At least one submitted project must have had a final contract value of at least £150,000 excluding VAT, or an equivalent value where completed outside the United Kingdom.
- The named Oakbrook Project Manager and named Lead Skatepark Designer must each demonstrate direct involvement in at least two of the submitted case studies. Their precise role, period of involvement and responsibilities must be stated and capable of verification.
- For each case study, state the client, location, original and final contract value, start and completion dates, form of contract, scope, the Applicant's precise role, lead designer, structural or civil designer, specialist subcontractors, and whether the facility was delivered on time and within the agreed contract sum.
- Describe site or base conditions, design development, construction techniques, drainage, engagement, principal risks and how these were resolved.
- Provide dated photographs showing the completed facility and, where available, key construction stages. Disclose material defects, warranty claims, remedial works, extensions of time, cost overruns or disputes, together with their cause and resolution.
- Provide a named client contact, current email address and telephone number for every case study, with authority for the Council to verify contract value, scope, programme, performance and outcomes. The Council may disregard a case study that cannot reasonably be verified.
- Explain the direct relevance and transferable learning for adapting or constructing on an existing concrete pad.

Evidence to be evaluated.

- Similarity and relevance to the Oakbrook project (10 weighted marks), assessed by reference to demonstrable features of the submitted projects, including: publicly funded concrete skateparks; delivery for local authorities, town councils or community councils; Welsh projects or comparable UK projects with a materially similar public-sector, regulatory or community context; community consultation and youth engagement; construction on constrained sites or existing hardstanding; and completed projects capable of physical inspection by the Council. Geographic location alone will not attract marks.
- Relevance, scale and complexity of completed projects.
- Credible evidence of outcomes for time, cost, quality and client satisfaction.
- Direct experience of design and specialist construction of in-situ concrete skateparks.
- Application of lessons learned to Oakbrook.
- Relevance and continuity of the proposed team and supply chain.
- Verifiable evidence that the named Oakbrook Project Manager and Lead Skatepark Designer personally contributed to at least two submitted projects each.
- Honest disclosure and effective resolution of defects, delay, cost and warranty issues.

Response limit: Maximum 1,750 words, excluding the mandatory case-study data table and photographs. Submit a minimum of three and a maximum of five case studies.

Applicant response / appendix reference:

Q2 Design Development Capability and Design Management (5%)

Question. Explain how the Contractor will accept, develop, coordinate, check and take responsibility for the design under the Design and Build Contract, from verification of the Employer's Requirements through to construction information, as-built records and completion.

Minimum response requirements.

- Identify the named Lead Skatepark Designer, Structural or Civil Engineer, Principal Designer and other design contributors, stating qualifications, experience, employment or subcontract status, availability and professional indemnity arrangements.
- Provide a design-responsibility matrix showing responsibility for each design element, interfaces, checking, approval, construction information and as-built documentation.
- Describe the design programme, gateways, deliverables, information release schedule, design reviews, change control, document control and coordination with the Council.
- Explain independent checking, calculations, design risk management, buildability reviews and how compliance with applicable standards and statutory requirements will be demonstrated.
- Describe surveys and investigations proposed for the existing concrete pad, including condition, dimensions, levels, cracking, drainage, thickness or structure where relevant, and how assumptions and unknown conditions will be managed.
- Explain design liability throughout the design, construction, defects and warranty periods, including how replacement of any named designer would be controlled.

Evidence to be evaluated.

- Capability and direct experience of the named design team.
- Clarity and completeness of single-point design responsibility and interface management.
- Robustness of checking, approvals, design risk and change control.
- Adequacy of professional indemnity and design continuity arrangements.
- Credibility of the existing-pad verification and unknown-condition strategy.

Response limit: Maximum 1,500 words plus design-responsibility matrix and organisation chart. Of the 5% available, 3% will be scored from the written submission and 2% from the design presentation described in section 4.6A.

Applicant response / appendix reference:

Q3 Ride Quality and Project-Specific Technical Solution (5%)

Question. Describe and illustrate the proposed approach to turning the Council's performance brief and consultation findings into a safe, coherent, inclusive, buildable and durable skatepark on the existing pad.

Minimum response requirements.

- Explain proposed flow, lines, progression, challenge and variety for skateboards, scooters and BMX users across a reasonable range of ages and abilities.
- Describe geometry, transitions, interfaces, fall zones, sightlines, edge treatments, access, levels, reinforcement, coping, embedded items, tolerances and finish requirements.
- Show how the design will avoid ponding and resolve drainage while respecting site levels and the existing pad.
- Identify principal standards and specialist guidance, and explain how safety, ride quality, durability, maintainability, buildability and cost will be balanced.
- Provide a project-specific concept narrative and identify any refinement to the Council's selected concept, with reasons and benefits.
- State assumptions and confirm how user and Council feedback will be tested, recorded and reflected without compromising technical responsibility.

Evidence to be evaluated.

- Quality and coherence of the proposed riding experience.
- Specialist understanding of concrete skatepark geometry, transitions, interfaces and tolerances.
- Response to the existing pad, drainage and site constraints.
- Inclusive progression, safety, durability and maintainability.
- Project specificity and credibility of the proposed solution.

Response limit: Maximum 1,750 words plus up to four A3 drawings or visual sheets. Of the 5% available, 3% will be scored from the written submission and 2% from the design presentation described in section 4.6A.

Applicant response / appendix reference:

Q4 Delivery Methodology, Construction Approach and Risk Management (5%)

Question. Provide a project-specific method statement explaining how the design and works will be planned, coordinated and delivered safely and efficiently from mobilisation to completion and opening.

Minimum response requirements.

- Site establishment, access, security, public protection, welfare, deliveries, noise, dust, waste and disturbance control.
- Surveys, services searches, setting out, investigation of the existing pad, enabling works and interfaces with Council demolition or clearance.
- Groundworks, drainage, reinforcement, formwork, concrete placement, finishing, curing, tolerances, weather protection and defect prevention.
- CDM arrangements, temporary works, inspection and test plans, hold points and coordination of designers, specialists and subcontractors.
- A risk register covering design, pad condition, utilities, planning, interfaces, cost, programme, weather, concrete quality, safeguarding and public access, showing owner, mitigation, contingency and residual risk.
- Approach to early warnings, variations, unforeseen conditions and maintaining the Contract Sum and programme.

Evidence to be evaluated.

- Completeness and project specificity.
- Credibility of specialist concrete construction methods.
- Integration of design development with construction planning.
- Understanding and control of existing-pad, site, safety, quality, cost and programme risks.
- Clarity of responsibilities, hold points and escalation.

Response limit: Maximum 1,750 words plus a project-specific risk register and one methodology diagram.

Applicant response / appendix reference:

Q5 Project Team, Management, Communication and Engagement (2.5%)

Question. Identify the full team proposed for Oakbrook and explain how it will be managed and how the Contractor will communicate with the Council, users, stakeholders and community.

Minimum response requirements.

- Provide an organisation chart and concise role descriptions for the Contract lead, project manager, Lead Skatepark Designer, Structural or Civil Engineer, Principal Designer, site manager, concrete lead and engagement lead.
- Provide relevant qualifications and no more than two pages of CV information per key person, cross-referenced to Q1 case studies.
- State commitment, availability, status, reporting lines and named deputy or replacement arrangements.
- Explain the team's experience of working together and control of designers and specialist subcontractors.
- Set out meetings, reporting, approvals, decisions, issue management, early warnings, change control and escalation.
- Provide an accessible youth and stakeholder engagement plan, including safeguarding, data protection and how feedback will influence the design.

Evidence to be evaluated.

- Appropriateness, experience, capacity and continuity of the team.
- Direct experience of named designers and specialists.
- Governance, accountability and communication.
- Availability and credible replacement controls.
- Inclusive and controlled engagement.

Response limit: Maximum 1,250 words plus organisation chart and key-person CVs.

Applicant response / appendix reference:

Q6 Programme and Completion Assurance (1.25%)

Question. Provide a realistic logic-linked programme for the complete Design and Build requirement and explain the controls that will protect the accepted completion date.

Minimum response requirements.

- Include surveys, pad investigations, engagement, concept approval, planning support, design gateways, checking, information release, procurement, site works, concrete curing, inspection, snagging, handover and opening readiness.
- Identify assumptions, approvals, dependencies, lead times, critical path, float, weather allowances and key Council decisions.

- Explain progress measurement, reporting, recovery from slippage, supply-chain control and management of long-lead items.
- Demonstrate the proposed resources and identify any fixed or committed completion date.

Evidence to be evaluated.

- Realism, completeness and sequencing.
- Integration of design, approvals, procurement and construction.
- Understanding of curing, weather, dependencies and lead times.
- Credibility of resources, critical path, recovery and reporting.
- Confidence in completion assurance.

Response limit: Maximum 1,000 words plus one A3 programme.

Applicant response / appendix reference:

Q7 Quality Assurance, Handover, Warranty and Aftercare (1.25%)

Question. Describe the quality management, inspection, testing, handover, warranty and aftercare arrangements for the completed skatepark.

Minimum response requirements.

- Provide the project quality-plan structure, inspection and testing, dimensional and finish checks, material records, non-conformance control and corrective action.
- Explain designer and specialist sign-off of geometry, transitions, coping, joints, drainage and interfaces before acceptance.
- Set out independent post-installation inspection, snagging, O&M information, as-built records, practical completion and defects management.
- Confirm a minimum 15-year contractor warranty for structural integrity of the concrete skatepark, stating scope, exclusions, claim procedure and remedy.
- List other warranties and response times during the defects and warranty periods.

Evidence to be evaluated.

- Robustness of specialist design and construction quality controls.
- Completeness of testing, certification and handover evidence.
- Clarity and value of warranties and aftercare.
- Confidence in prevention and prompt correction of defects.

Response limit: Maximum 1,000 words plus a sample inspection and test plan and specimen warranty wording.

Applicant response / appendix reference:

4.6A Design Presentation and Clarification Workshop

Following evaluation of the written submissions, the Council may invite the highest-ranked compliant Applicants, normally no more than three, to a structured design presentation and clarification workshop. If used, all invited Applicants will receive the same core instructions, presentation duration, topic headings and reasonable preparation period. The session is part of the published evaluation and is not a negotiation or an opportunity to submit a materially revised tender.

The presentation carries 4 weighted marks in total, already included within Q2 and Q3: 2 marks for demonstrating design development capability and design management under Q2, and 2 marks for explaining and defending the project-specific ride quality and technical solution under Q3. The written components of Q2 and Q3 each carry 3 marks. The combined maximum therefore remains Q2 5% and Q3 5%.

- The named Lead Skatepark Designer and proposed Contract or Project Manager must attend. The Structural or Civil Engineer should be available for technical questions.
- The panel will use pre-published topics derived directly from Q2 and Q3. All Applicants will be assessed against the same scoring scale and sub-criteria.
- Only statements that explain, evidence or clarify the submitted tender may be scored. New material that changes the tender, price, design responsibility or contractual commitment will be disregarded.
- A written record of questions, answers, individual scoring and moderation will be retained.

4.7 Price Evaluation

P1 will be evaluated using the compliant evaluated tender price excluding VAT. The evaluated price will include the complete fixed lump-sum price for all requirements stated in the tender documents, adjusted only for any arithmetic correction or other treatment expressly permitted by those documents.

The maximum available price score is 30 weighted marks. The lowest compliant evaluated tender price will receive 30 marks. Other compliant tenders will be scored as follows:

$$\text{Price score} = (\text{Lowest compliant evaluated tender price} \div \text{Applicant's evaluated tender price}) \times 30$$

Illustrative example only: if the lowest compliant evaluated price is £180,000 and another Applicant's evaluated price is £200,000, the second Applicant's price score is $(£180,000 \div £200,000) \times 30 = 27.00$ marks.

Price scores will be calculated to two decimal places. A price above £206,000 excluding VAT will be treated as non-compliant unless the tender documents expressly provide otherwise. The Council may seek clarification of arithmetic, apparent omissions or an apparently abnormally low price, but clarification will not permit the Applicant to improve or materially rewrite its tender.

The Activity Schedule and any Contract Sum Analysis must reconcile to the total tender price. Applicants must identify assumptions and exclusions expressly permitted by the tender documents. Unpriced, conditional or materially qualified submissions may be rejected.

4.8 Tender Evaluation and Moderation

Evaluators will score Quality responses independently before moderation. At moderation, the evaluation panel will agree a single consensus score and record concise reasons by reference to the published question, evidence, strengths, weaknesses and delivery risks.

- Evaluators must declare actual or potential conflicts of interest and maintain confidentiality.
- The same published criteria, weightings and scoring scale will be applied consistently to all tenders.
- Information will not be assumed. Where a claim is material to the score, Applicants should provide evidence or a clear cross-reference.
- Clarifications, if issued, will be in writing, proportionate and recorded. They will not allow a material change to a tender after the deadline.
- References and case-study contacts may be used to verify factual claims. Verification will not create an opportunity to add a new project or improve the tender response.
- Final score = Quality score + Price score, to a maximum of 100 marks.

Subject to satisfaction of all pass/fail requirements and due diligence, the compliant tender achieving the highest final score will be recommended for award. If two or more tenders achieve the same final score, the tender with the higher Quality score will be ranked first. If still tied, the tender with the higher combined Q2 and Q3 score will be ranked first. If still tied, the tender with the higher Q1 score will be ranked first. If a tie remains, the Council will apply a transparent and recorded tie-break method notified to the affected Applicants.

4.9 Submission Rules for Section 4

- Respond in the order Q1 to Q7 and P1, using the question references shown.
- Observe all stated word, page and attachment limits. Material beyond a stated limit may be disregarded.
- Use project-specific answers. Cross-references must identify the exact document, appendix and page.
- Do not rely on website links or information not submitted with the tender unless the Council has expressly requested it.
- Clearly distinguish commitments included in the tender price from optional or additional items.
- All commitments in the successful tender may be incorporated into the Contract and monitored as contractual obligations.
- Where delivery relies on a subcontractor, designer, consortium member or other entity, identify that entity and its precise responsibility.

4.10 Evaluation Record

The following summary may be used by the Council's evaluation panel. A separate evaluator sheet should record detailed reasons for each raw score and the moderation decision.

Ref.	Criterion	Weight	Raw score 0–5	Weighted score
Q1	Relevant concrete skatepark experience and case studies	50		
Q2	Design development capability and design management	5		
Q3	Ride quality and project-specific technical solution	5		
Q4	Delivery methodology, construction approach and risk management	5		
Q5	Project team, management, communication and engagement	2.5		
Q6	Programme and completion assurance	1.25		
Q7	Quality assurance, handover, warranty and aftercare	1.25		
	QUALITY TOTAL	70		
P1	Evaluated tender price	30	N/A	
	FINAL TOTAL	100		

Quality threshold met (minimum 42/70 and no Q1–Q7 score below 2/5): YES / NO

Tender price within £206,000 excluding VAT: YES / NO

All pass/fail requirements met: YES / NO

Moderation date: _____ Panel members:

Award recommendation and approval reference:

17 Project Costs

17.1 Project Costings

Applicants must note the total maximum Project budget of 206,000 pounds excluding Value Added Tax 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 Design and Build Contract 2024 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.

17.2 Activity Schedule

Item Number	Description	Unit	Price (£)
1	Consultation (minimum 2 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 Design and Build Contract 2024 documentation	Item	
8	Creation of Detailed Design Engineering Dwgs	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.

18 Price Review Framework

18.1 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).

18.2 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:

18.3 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.

18.4 Pricing Schedule Declaration

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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

19 Certificates

19.1 Conditions of Tender

XXX COUNCIL CONDITIONS OF TENDER	
Reference number and Title of Contract: Shall be as per the Reference Number and 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 Contract and returned electronically to: The Sell2Wales Portal . 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 Tenders for separately. The Council reserves the right to select whatever tender it deems the most appropriate and for whatever reason.
4.	To XXX COUNCIL 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.
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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

19.2 Certificate of Undertaking and Absence of Collusion or Canvassing

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING

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.

Box A – Consortium

I/We the undersigned do hereby certify that:-

- (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.

Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (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 (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc.*)

**(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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

19.3 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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed</i>).	

19.4 Commercially Sensitive Information

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

--

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

--

19.5 Conflict of Interest

CERTIFICATE OF CONFLICT OF INTEREST	
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 so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.	
Signed*:	Date:

Name (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc.*)

**(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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

Appendix One



Name of Applicant:

Appendix 2b - Amended tender document (Proposed)

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

1 General Information

1.1 Procurement Procedure

Llanharan Community Council is seeking to appoint a single Contractor to design and build a predominantly in-situ concrete skatepark for the local community, primarily serving local young people and beginner to intermediate users. The information submitted within the Applicant's Offer will be used by the Council to make the Contract award decision.

1.2 Procurement Timetable

The Authority proposes the following timetable for the award of the Contract(s):

Procurement Stage	Dates
Publication of advertisement	10 August
Clarification questions to be submitted by	Twelve (12:00) noon on 26 August
Clarification responses to be issued by	17:00 on 02 September
Bid Deadline	Twelve (12:00) noon on 30 September
Evaluation	w/c 10 October
Intention to award	w/c 26 October
Contract start	5 January

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:	
Leigh Smith, Clerk to Llanharan Community Council 07769 266675 Clerk@Llanharan-cc.gov.wales	Note that any queries or questions must be addressed via the Sell2Wales platform so that those who express an interest have access to the same information.

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 and 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 £5 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

Llanharan Community Council wishes to substantially refurbish or replace the existing skatepark at Oakbrook, Llanharan, using the existing concrete pad where reasonably practicable and subject to the successful Contractor's surveys, investigations and design responsibility.

STATUS OF APPENDIX ONE - REFERENCE CONCEPT ONLY

A concept design (Concept 2) was prepared during preliminary market engagement as one interpretation of early consultation information. It is supplied for transparency and context. It is **not** the Council's approved design, is not prescriptive and carries no preferred-bidder status. Applicants receive no additional credit merely for reproducing it and will not be penalised for a materially different solution that better meets the Employer's Requirements.

The Council has undertaken initial community and youth engagement to identify broad user needs and preferences. The consultation findings are issued with this tender as Appendix Two. Concept 2, produced during preliminary market engagement, is issued as Appendix One solely as a reference concept and as one possible interpretation of the early consultation. It is not an approved design, a prescribed layout, a minimum design to be copied, or construction information. Applicants must develop and submit their own project-specific tender-stage concept design and remain fully responsible for it. Applicants may adopt, adapt or depart from Concept 2 where their proposal better satisfies the Employer's Requirements, provided that the rationale is explained and the proposal remains within the maximum tender sum.

The Project is being funded by Llanharan Community Council with funds in place or pledged.

The land is leased from RCTCBC by Llanharan Community Council.

The location of the proposed new skatepark is: Oakbrook, Llanharan. CF72.

The site to be substantially cleared by Llanharan Community Council prior to works commencing to the existing concrete base.

2.2 The Requirement

The outcome of this Tender will be to appoint a single Contractor to take the Project from its submitted tender-stage concept through structured user engagement, surveys, design development, Council approval, detailed design and construction to a completed concrete skatepark. The principal target users are local young people at beginner and intermediate ability levels. The design must provide safe, inviting and intuitive progression, with sufficient variety and

development potential to retain users as their skills improve. It must accommodate, so far as the site permits, skateboards, scooters and BMX users without allowing advanced features to dominate the facility or reduce accessibility for the principal users.

This Tender aims to select a Contractor on the basis of the most advantageous tender, including relevant experience, financial standing, health and safety, safeguarding, design quality, engagement approach, specialist skills, delivery methodology, risk management, programme, price and ability to deliver the complete project within the maximum tender sum.

The Applicant must provide value for money and a durable, well-designed concrete skatepark of high construction and ride quality. The proposal must respond demonstrably to the consultation findings but is not required to reproduce Concept 2. It should prioritise local beginner and intermediate users, provide clear circulation and progressive lines, minimise avoidable user conflict, and be deliverable within the site, programme and budget constraints.

Tender-stage concept design

Each Applicant must submit, as an integral part of its tender, its own project-specific tender-stage concept design for Oakbrook Skatepark. Failure to submit a sufficiently developed and evaluable tender-stage concept design may result in the tender being treated as materially incomplete or may materially affect the Applicant's score under the published award criteria.

The tender-stage concept design must demonstrate the scheme that the Applicant proposes to develop and construct for its submitted fixed lump-sum price. It must be specific to Oakbrook and must not comprise only a generic example, an uncosted option, or a description of work to be undertaken after award.

As a minimum, the tender-stage concept design must include:

- a proposed site layout;
- appropriately scaled plans showing the principal features, riding lines and circulation routes;
- sufficient indicative dimensions, levels and feature heights to enable evaluation;
- up to four A3 drawings or visual sheets, including appropriate 3D views;
- a design narrative and rationale;
- an explanation of rider flow, progression and management of different wheel types and ability levels;
- an explanation of how the design principally serves local young people at beginner and intermediate ability levels, while offering suitable progression;
- an explanation of how the consultation findings informed the proposal;
- material assumptions concerning the existing concrete pad, drainage, surveys, services and site conditions;
- an explanation of whether and how Concept 2 informed the proposal, including reasons for significant similarities or differences; and

- confirmation that the concept can be developed and constructed within the Applicant's fixed tender price and the maximum tender sum of £206,000 excluding VAT.

The tender-stage concept design will form part of the evaluated tender and, if the Applicant is successful, may be incorporated into the Contract as a contractual commitment. It is not the final construction design.

Following award, the successful Contractor remains responsible for surveys, investigations, engagement, design development, engineering, statutory compliance, detailed construction information and submission of the proposed final design for the Council's formal written approval.

The successful Contractor may refine the tender-stage concept following surveys, investigations and engagement. Any material departure must be fully explained and must not reduce the evaluated quality, scope, functionality, beginner and intermediate user provision, or other commitments in the successful tender without the Council's prior written approval. Council approval does not relieve the Contractor of design responsibility.

The Applicant must include a breakdown of costs for the Project proposal, including;

- Two-stage engagement with local young people and skatepark users
 - Tender and developed-design drawings and 3D visuals
 - Topographical survey
 - Services searches
- Support with obtaining Planning Permission (and/or other statutory permissions or licenses required) where required (cost of application and any surveys requested will be covered by the Council).
- Project management – H&S and CDM compliance
- Provision of JCT Design and Build Contract 2024 (DB 2024)
- Creation of detailed design engineering drawings
- Preliminaries
- Groundworks & drainage
- Steelworks
- Concrete
- Ancillary items (seating, bins, sign)
- RoSPA Post Installation inspection and handover certificates.
- Launch event

The Contractor must deliver a minimum two-stage, accessible stakeholder engagement process focused particularly on local young people and existing or potential skatepark users.

Stage 1 must test and prioritise user needs, preferred features, accessibility, progression and riding styles. Stage 2 must present the emerging design for validation before finalisation.

The Contractor must record the feedback received, how it affected the design and, where feedback was not incorporated, the technical, safety, cost, site or competing-user reasons. Engagement informs the design but does not transfer design responsibility from the Contractor.

It is planned for the skatepark to be completed and opened in 2026 or 2027 subject to any required Planning Permission or other permissions being granted.

2.2.1 The Contractor will be required to support the Council with the preparation of

documentation for any required Planning Application (and/or other statutory permissions or licenses required). The Council will submit the application and pay the fees to the relevant Authority. Any surveys specifically requested by Planning or other authority will be paid for by the Council outside of the tender sum.

2.2.2 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.

2.2.3 The Contractor must not exceed the maximum budget for the project which is £206,000 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 course of 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 the public sector contracting 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 of 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 on the basis of 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 new 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 Enterprise (SME) ¹	

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

	iii.	Sheltered workshop	
	iv.	Public service mutual	
1.2 Bidding Model			
Please mark 'X' in the relevant box to indicate whether you are;			
i.	Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself		
ii.	Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services		
If yes, please provide details of your 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.			

1.4 Licensing and Registration

Registration with a professional body 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).	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
	If Yes, please provide the registration number in this box.	
Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?		
	If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.	

2. Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts	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 into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may
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involved).	contact the authority for advice before completing this form.	
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?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		

b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
c. the common law offence of bribery;		
d. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
e. any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
i. the offence of cheating the Revenue;		
ii. the offence of conspiracy to defraud;		
iii. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
iv. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the		

Companies Act 2006;		
v. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
vi. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
vii. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
viii. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
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 Harrassment		
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.		
<u>Non-payment of taxes</u> 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 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 into 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.		
k. You have current markers or actions on your Companies house record or late		

submissions.

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 carried out in a transparent manner, routine pre-market engagement carried out 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 take into account 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, that 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 has to 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.

In order 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 taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

4. Grounds for Discretionary Exclusion – Part 2

The Council is not bound to accept the lowest bid or any tender for any reason.

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
	(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below:		
5.3	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 <u>three</u> similar skatepark projects, 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 <u>five</u> 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. You may provide a separate case study on a separate document for each, containing photographs and further details where applicable.			
		Contract 1	Contract 2
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. You should provide photographs separately.		
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 requires 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 = £5,000,000		
* 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 jurisdiction 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 of the 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.		
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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. 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.		
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Environmental Management		
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d. (Please indicate your answer by marking 'X' in the relevant box):

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)? 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 as a result of conviction or notices served. 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.	Yes	No
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Health and Safety		
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e. (Please indicate your answer by marking 'X' in the relevant box):

Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes	No
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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? 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. 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.		
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these		

other organisations?		
Quality		

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
If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?		
Declaration		

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. AWARD AND EVALUATION

4.1 Basis of Award

The Council intends to award the Contract to the Applicant submitting the most advantageous tender, assessed in accordance with the published award criteria and methodology. The Council will not award solely on lowest price. Design quality, the response to beginner and intermediate users, engagement, deliverability and specialist concrete skatepark capability are material considerations.

The evaluation is quality-led because the successful Contractor will retain single-point responsibility for developing its submitted design and delivering the completed skatepark. Relevant experience is balanced with the quality of the Oakbrook-specific design response, suitability for beginner and intermediate local youth users, ride quality, engagement, buildability, programme, risk, quality assurance and aftercare.

Only information contained in the Applicant's tender submission, together with any permitted written clarification and verified supporting evidence, will be evaluated. The Applicant must clearly cross-reference all appendices and supporting material.

4.2 Evaluation Stages

Stage	Assessment	Outcome
1	Receipt, deadline, completeness and compliance checks.	Pass / fail
2	Exclusion grounds, conditions of participation, insurance, financial standing and other selection requirements.	Pass / fail
3	Quality evaluation against Questions Q1 to Q7, including the published design presentation stage.	90 weighted marks
4	Price evaluation and arithmetic review.	10 weighted marks
5	Scoring, moderation, clarification where permitted, and calculation of total scores.	Ranked total out of 100
6	Due diligence on the proposed successful Applicant, including verification of case studies, financial checks, references and evidence.	Award recommendation or next-ranked tender considered

A tender may be rejected where it is late, materially incomplete, non-compliant, qualified in a way that is unacceptable to the Council, unaffordable, misleading, abnormally low and incapable of satisfactory explanation, or otherwise incapable of delivering the stated requirement. Any decision will be made in accordance with the tender documents and applicable procurement requirements.

The council reserves the right to select any tender regardless of scoring.

4.3 Award Criteria and Weightings

Ref.	Award criterion	Weight
Q1	Relevant concrete skatepark experience and case studies	35%
Q2	Design development capability and design management	10%
Q3	Ride quality and project-specific technical solution	35%
Q4	Delivery methodology, construction approach and risk management	4%
Q5	Project team, management, communication and engagement	3%
Q6	Programme and completion assurance	1.5%
Q7	Quality assurance, handover, warranty and aftercare	1.5%
	QUALITY TOTAL	90%
P1	Evaluated tender price	10%
	TOTAL	100%

The weightings will not be changed after the tender deadline. Applicants should allocate the greatest detail and strongest evidence to the highest-weighted questions.

4.3A Q1 Sub-Criteria

The 35 weighted marks available for Q1 will be allocated as follows. The similarity and relevance element assesses objective project characteristics and delivery context. It does not award marks merely because a supplier is established locally or because a project is geographically close to Llanharan.

Q1 sub-criterion	Weight
Demonstrated design-and-build delivery of comparable concrete skateparks	14%
Successful delivery to programme, budget and required quality, supported by verifiable client evidence	7%
Similarity and relevance to the Oakbrook project	6%
Direct involvement and continuity of the named Oakbrook Project Manager, Lead Skatepark Designer and specialist team	4%
Application of lessons learned, including defects, warranty matters, constraints and existing-hardstanding risks	4%
Q1 TOTAL	35%

4.3B Q3 Sub-Criteria

The 35 weighted marks available for Q3 will be allocated as follows:

Q3 sub-criterion	Weight
Suitability for beginner and intermediate local youth users, including accessibility and progression	10%
Ride quality, flow, lines, variety and management of different wheel types	8%

Quality and credibility of the Oakbrook-specific tender-stage concept design	7%
Geometry, transitions, interfaces, fall zones, sightlines and specialist technical solution	4%
Response to the existing pad, drainage, levels and site constraints	3%
Safety, durability, maintainability and buildability within the maximum tender sum	2%
Response to consultation findings and clear design rationale, including treatment of Concept 2	1%
Q3 TOTAL	35%

4.4 Quality Scoring Scale

Each evaluator will score each non-price question on the following 0 to 5 scale. Scores must be based on the content and evidence submitted against the published question and requirements.

Score	Descriptor	Evaluation standard
0	Unacceptable	No response, or the response wholly fails to address the requirement. The proposal is incapable of evaluation or presents unacceptable risk.
1	Poor	Serious deficiencies, little relevant evidence, major omissions, or an approach that provides very low confidence in successful delivery.
2	Weak	Partially addresses the requirement but contains important omissions, weaknesses, uncertainty or poorly controlled risks. Limited relevant evidence.
3	Acceptable	Meets the stated requirement with adequate project-specific detail and evidence. Risks appear manageable and the response gives reasonable confidence in delivery.
4	Good	Meets the requirement well and provides clear, relevant and credible evidence. The approach is well controlled, project-specific and gives a high level of confidence.
5	Excellent	A comprehensive, compelling and fully project-specific response. Evidence is highly relevant and credible, risks are very well controlled, and the proposal offers substantial demonstrable benefit beyond the minimum requirement.

Weighted score for each question = (moderated raw score ÷ 5) × published question weighting.

Example: a moderated score of 4 for Q1, weighted at 35%, produces 28 weighted marks: $(4 \div 5) \times 35 = 28$.

4.5 Minimum Quality Requirements

To remain eligible for award, a tender must satisfy all of the following minimum requirements:

- achieve a moderated score of at least 2 out of 5 for every Quality question Q1 to Q7;
- achieve at least 54 weighted marks out of the 90 marks available for Quality, equivalent to 60% of the available Quality marks;
- submit a compliant fixed tender price that does not exceed the Council's maximum budget of £206,000 excluding VAT; and
- meet all pass/fail requirements elsewhere in the tender documents.

A tender failing a minimum requirement will not proceed to final award ranking. Price marks do not compensate for failure to achieve the Quality threshold.

4.6 Award Questions: Quality

Q1 Relevant Concrete Skatepark Experience and Case Studies (35%)

Question. Provide up to five case studies demonstrating successful delivery of specialist concrete skateparks of comparable scope, complexity and value. Explain how the evidence and lessons from those projects will be applied to Oakbrook.

Minimum response requirements.

- Submit between three and five completed case studies. All must concern concrete skateparks for which the Applicant or its proposed specialist delivery team held material responsibility for both design and construction.
- At least one submitted project must have had a final contract value of at least £150,000 excluding VAT, or an equivalent value where completed outside the United Kingdom.
- The named Oakbrook Project Manager and named Lead Skatepark Designer must each demonstrate direct involvement in at least two of the submitted case studies. Their precise role, period of involvement and responsibilities must be stated and capable of verification.
- For each case study, state the client, location, original and final contract value, start and completion dates, form of contract, scope, the Applicant's precise role, lead designer, structural or civil designer, specialist subcontractors, and whether the facility was delivered on time and within the agreed contract sum.
- Describe site or base conditions, design development, construction techniques, drainage, engagement, principal risks and how these were resolved.
- Provide dated photographs showing the completed facility and, where available, key construction stages. Disclose material defects, warranty claims, remedial works, extensions of time, cost overruns or disputes, together with their cause and resolution.
- Provide a named client contact, current email address and telephone number for every case study, with authority for the Council to verify contract value, scope, programme, performance and outcomes. The Council may disregard a case study that cannot reasonably be verified.
- Explain the direct relevance and transferable learning for adapting or constructing on an existing concrete pad.

Evidence to be evaluated.

- Similarity and relevance to the Oakbrook project (6 weighted marks), assessed by reference to demonstrable features of the submitted projects, including: publicly funded concrete skateparks; delivery for local authorities, town councils or community councils; Welsh projects or comparable UK projects with a materially similar public-sector, regulatory or community context; community consultation and youth engagement; construction on constrained sites or existing hardstanding; and completed projects capable of physical inspection by the Council. Geographic location alone will not attract marks.
- Relevance, scale and complexity of completed projects.
- Credible evidence of outcomes for time, cost, quality and client satisfaction.
- Direct experience of design and specialist construction of in-situ concrete skateparks.
- Application of lessons learned to Oakbrook.
- Relevance and continuity of the proposed team and supply chain.
- Verifiable evidence that the named Oakbrook Project Manager and Lead Skatepark Designer personally contributed to at least two submitted projects each.
- Honest disclosure and effective resolution of defects, delay, cost and warranty issues.

Response limit: Maximum 1,750 words, excluding the mandatory case-study data table and photographs. Submit a minimum of three and a maximum of five case studies.

Applicant response / appendix reference:

Design approval gateway. Following Stage 2 engagement, the Contractor must submit the proposed final concept, design rationale, consultation response report, updated cost plan and risk register for formal written Council approval before detailed design is finalised or construction commences. Approval does not relieve the Contractor of design, safety, statutory, coordination, cost or performance responsibility.

Council Approval of Final Design

The Contractor shall not commence any construction works until the final design has been formally approved in writing by Llanharan Community Council, acting by resolution of the Council or by a committee or officer to whom the Council has formally delegated that authority.

Following completion of stakeholder engagement, surveys, investigations and design development, the Contractor shall submit the following approval package to the Council:

- the proposed final layout and appropriately scaled design drawings;
- design visualisations and key dimensions, levels and feature heights;
- the final design rationale;
- the consultation response report;
- the updated cost plan and confirmation that the Contract Sum is maintained;
- the updated programme and risk register;
- design checks, calculations and relevant compliance information; and
- any other information reasonably required by the Council to understand and determine the proposed final design.

The Council may approve the final design, approve it subject to specified amendments, or require further information or revisions before determining whether to approve it. No approval shall be inferred from silence, attendance at meetings, informal comments, review of drawings, payment, or the passage of time. Approval must be expressly confirmed in writing by the Council or its formally authorised delegate.

The Contractor shall allow sufficient time in its programme for Council review, decision-making and any reasonably required revisions. The Contractor shall not treat the approval process as an entitlement to additional payment or an extension of time except where the Contract expressly provides otherwise.

For the avoidance of doubt, Council review or approval does not constitute technical approval, acceptance of design liability or verification that the design complies with statutory or contractual requirements. The Contractor remains fully responsible for the suitability, safety, technical adequacy, statutory compliance, coordination, buildability, durability and performance of the final design.

Q2 Design Development Capability and Design Management (10%)

Question. Explain how the Contractor will accept, develop, coordinate, check and take responsibility for the design under the Design and Build Contract, from verification of the Employer's Requirements through to construction information, as-built records and completion.

Minimum response requirements.

- Identify the named Lead Skatepark Designer, Structural or Civil Engineer, Principal Designer and other design contributors, stating qualifications, experience, employment or subcontract status, availability and professional indemnity arrangements.
- Provide a design-responsibility matrix showing responsibility for each design element, interfaces, checking, approval, construction information and as-built documentation.
- Describe the design programme, gateways, deliverables, information release schedule, design reviews, change control, document control and coordination with the Council.

- Explain independent checking, calculations, design risk management, buildability reviews and how compliance with applicable standards and statutory requirements will be demonstrated.
- Describe surveys and investigations proposed for the existing concrete pad, including condition, dimensions, levels, cracking, drainage, thickness or structure where relevant, and how assumptions and unknown conditions will be managed.
- Explain design liability throughout the design, construction, defects and warranty periods, including how replacement of any named designer would be controlled.

Evidence to be evaluated.

- Capability and direct experience of the named design team.
- Clarity and completeness of single-point design responsibility and interface management.
- Robustness of checking, approvals, design risk and change control.
- Adequacy of professional indemnity and design continuity arrangements.
- Credibility of the existing-pad verification and unknown-condition strategy.

Response limit: Maximum 1,500 words plus design-responsibility matrix and organisation chart. Of the 10% available, 8% will be scored from the written submission and 2% from the design presentation described in section 4.6A.

Applicant response / appendix reference:

Q3 Ride Quality and Project-Specific Technical Solution (35%)

Question. Describe and illustrate the proposed approach to turning the Council's performance brief and consultation findings into a safe, coherent, inclusive, buildable and durable skatepark on the existing pad.

Minimum response requirements.

Submit the mandatory tender-stage concept design package specified under The Requirement, including the site layout, scaled plans, indicative dimensions and levels, up to four A3 drawing or visual sheets, 3D views, design narrative, assumptions and fixed-price deliverability confirmation.

- Explain flow, lines, progression, challenge and variety for skateboards, scooters and BMX users, with particular emphasis on safe, intuitive use by beginners and intermediates. Identify how less confident users can enter, circulate, practise and exit without being forced into advanced lines, and how the design provides development opportunities without advanced features dominating the park.
- Describe geometry, transitions, interfaces, fall zones, sightlines, edge treatments, access, levels, reinforcement, coping, embedded items, tolerances and finish requirements.
- Show how the design will avoid ponding and resolve drainage while respecting site levels and the existing pad.
- Identify principal standards and specialist guidance, and explain how safety, ride quality, durability, maintainability, buildability and cost will be balanced.
- Provide a project-specific design narrative and rationale. Explain how the proposal prioritises beginner and intermediate users, supports progression and repeat use, manages different wheel types and ability levels, and maximises benefit within the £206,000 excluding VAT maximum tender sum. State whether and how Concept 2 informed the proposal, while confirming that the Applicant has independently designed and accepts responsibility for its tender concept.
- State assumptions and confirm how user and Council feedback will be tested, recorded and reflected without compromising technical responsibility.

Evidence to be evaluated.

- Quality and coherence of the proposed riding experience.
- Specialist understanding of concrete skatepark geometry, transitions, interfaces and tolerances.
- Response to the existing pad, drainage and site constraints.
- Inclusive progression, safety, durability and maintainability.
- Project specificity and credibility of the proposed solution.

Response limit: Maximum 1,750 words plus up to four A3 drawings or visual sheets. Of the 35% available, 33% will be scored from the written submission and 2% from the design presentation described in section 4.6A.

Applicant response / appendix reference:

Q4 Delivery Methodology, Construction Approach and Risk Management (4%)

Question. Provide a project-specific method statement explaining how the design and works will be planned, coordinated and delivered safely and efficiently from mobilisation to completion and opening.

Minimum response requirements.

- Site establishment, access, security, public protection, welfare, deliveries, noise, dust, waste and disturbance control.
- Surveys, services searches, setting out, investigation of the existing pad, enabling works and interfaces with Council demolition or clearance.
- Groundworks, drainage, reinforcement, formwork, concrete placement, finishing, curing, tolerances, weather protection and defect prevention.
- CDM arrangements, temporary works, inspection and test plans, hold points and coordination of designers, specialists and subcontractors.
- A risk register covering design, pad condition, utilities, planning, interfaces, cost, programme, weather, concrete quality, safeguarding and public access, showing owner, mitigation, contingency and residual risk.
- Approach to early warnings, variations, unforeseen conditions and maintaining the Contract Sum and programme.

Evidence to be evaluated.

- Completeness and project specificity.
- Credibility of specialist concrete construction methods.
- Integration of design development with construction planning.
- Understanding and control of existing-pad, site, safety, quality, cost and programme risks.
- Clarity of responsibilities, hold points and escalation.

Response limit: Maximum 1,750 words plus a project-specific risk register and one methodology diagram.

Applicant response / appendix reference:

Q5 Project Team, Management, Communication and Engagement (3%)

Question. Identify the full team proposed for Oakbrook and explain how it will be managed and how the Contractor will communicate with the Council, users, stakeholders and community.

Minimum response requirements.

- Provide an organisation chart and concise role descriptions for the Contract lead, project manager, Lead Skatepark Designer, Structural or Civil Engineer, Principal Designer, site manager, concrete lead and engagement lead.
- Provide relevant qualifications and no more than two pages of CV information per key person, cross-referenced to Q1 case studies.
- State commitment, availability, status, reporting lines and named deputy or replacement arrangements.
- Explain the team's experience of working together and control of designers and specialist subcontractors.
- Set out meetings, reporting, approvals, decisions, issue management, early warnings, change control and escalation.
- Provide an accessible youth and stakeholder engagement plan, including safeguarding, data protection and how feedback will influence the design.

Evidence to be evaluated.

- Appropriateness, experience, capacity and continuity of the team.
- Direct experience of named designers and specialists.
- Governance, accountability and communication.
- Availability and credible replacement controls.
- Inclusive and controlled engagement.

Response limit: Maximum 1,250 words plus organisation chart and key-person CVs.

Applicant response / appendix reference:

Q6 Programme and Completion Assurance (1.5%)

Question. Provide a realistic logic-linked programme for the complete Design and Build requirement and explain the controls that will protect the accepted completion date.

Minimum response requirements.

- Include surveys, pad investigations, engagement, submission of the final design approval package, formal written Council approval and any required revisions, planning support, design gateways, checking, information release, procurement, site works, concrete curing, inspection, snagging, handover and opening readiness.
- Identify assumptions, approvals, dependencies, lead times, critical path, float, weather allowances and key Council decisions.

- Explain progress measurement, reporting, recovery from slippage, supply-chain control and management of long-lead items.
- Demonstrate the proposed resources and identify any fixed or committed completion date.

Evidence to be evaluated.

- Realism, completeness and sequencing.
- Integration of design, approvals, procurement and construction.
- Understanding of curing, weather, dependencies and lead times.
- Credibility of resources, critical path, recovery and reporting.
- Confidence in completion assurance.

Response limit: Maximum 1,000 words plus one A3 programme.

Applicant response / appendix reference:

Q7 Quality Assurance, Handover, Warranty and Aftercare (1.5%)

Question. Describe the quality management, inspection, testing, handover, warranty and aftercare arrangements for the completed skatepark.

Minimum response requirements.

- Provide the project quality-plan structure, inspection and testing, dimensional and finish checks, material records, non-conformance control and corrective action.
- Explain designer and specialist sign-off of geometry, transitions, coping, joints, drainage and interfaces before acceptance.
- Set out independent post-installation inspection, snagging, O&M information, as-built records, practical completion and defects management.
- Confirm a minimum 15-year contractor warranty for structural integrity of the concrete skatepark, stating scope, exclusions, claim procedure and remedy.
- List other warranties and response times during the defects and warranty periods.

Evidence to be evaluated.

- Robustness of specialist design and construction quality controls.
- Completeness of testing, certification and handover evidence.
- Clarity and value of warranties and aftercare.
- Confidence in prevention and prompt correction of defects.

Response limit: Maximum 1,000 words plus a sample inspection and test plan and specimen warranty wording.

Applicant response / appendix reference:

4.6A Design Presentation and Clarification Workshop

Following evaluation of the written submissions, the Council may invite the highest-ranked compliant Applicants, normally no more than three, to a structured design presentation and clarification workshop. If used, all invited Applicants will receive the same core instructions, presentation duration, topic headings and reasonable preparation period. The session is part of the published evaluation and is not a negotiation or an opportunity to submit a materially revised tender.

The presentation carries 4 weighted marks in total, already included within Q2 and Q3: 2 marks for demonstrating design development capability and design management under Q2, and 2 marks for explaining and defending the project-specific ride quality and technical solution under Q3. The written component of Q2 carries 8 marks and the written component of Q3 carries 33 marks. The combined maximum therefore remains Q2 10% and Q3 35%.

- The named Lead Skatepark Designer and proposed Contract or Project Manager must attend. The Structural or Civil Engineer should be available for technical questions.
- The panel will use pre-published topics derived directly from Q2 and Q3. All Applicants will be assessed against the same scoring scale and sub-criteria.
- Only statements that explain, evidence or clarify the submitted tender may be scored. New material that changes the tender, price, design responsibility or contractual commitment will be disregarded.
- A written record of questions, answers, individual scoring and moderation will be retained.

4.7 Price Evaluation

P1 will be evaluated using the compliant evaluated tender price excluding VAT. The evaluated price will include the complete fixed lump-sum price for all requirements stated in the tender documents, adjusted only for any arithmetic correction or other treatment expressly permitted by those documents.

The maximum available price score is 10 weighted marks. The lowest compliant evaluated tender price will receive 30 marks. Other compliant tenders will be scored as follows:

$$\text{Price score} = (\text{Lowest compliant evaluated tender price} \div \text{Applicant's evaluated tender price}) \times 30$$

Illustrative example only: if the lowest compliant evaluated price is £180,000 and another Applicant's evaluated price is £200,000, the second Applicant's price score is $(£180,000 \div £200,000) \times 10 = 9.00$ marks.

Price scores will be calculated to two decimal places. A price above £206,000 excluding VAT will be treated as non-compliant unless the tender documents expressly provide otherwise. The Council may seek clarification of arithmetic, apparent omissions or an apparently abnormally low price, but clarification will not permit the Applicant to improve or materially rewrite its tender.

The Activity Schedule and any Contract Sum Analysis must reconcile to the total tender price. Applicants must identify assumptions and exclusions expressly permitted by the tender documents. Unpriced, conditional or materially qualified submissions may be rejected.

4.8 Tender Evaluation and Moderation

Evaluators will score Quality responses independently before moderation. At moderation, the evaluation panel will agree a single consensus score and record concise reasons by reference to the published question, evidence, strengths, weaknesses and delivery risks.

- Evaluators must declare actual or potential conflicts of interest and maintain confidentiality.
- The same published criteria, weightings and scoring scale will be applied consistently to all tenders.
- Information will not be assumed. Where a claim is material to the score, Applicants should provide evidence or a clear cross-reference.
- Clarifications, if issued, will be in writing, proportionate and recorded. They will not allow a material change to a tender after the deadline.
- References and case-study contacts may be used to verify factual claims. Verification will not create an opportunity to add a new project or improve the tender response.
- Final score = Quality score + Price score, to a maximum of 100 marks.

Subject to satisfaction of all pass/fail requirements and due diligence, the compliant tender achieving the highest final score will be recommended for award. If two or more tenders achieve the same final score, the tender with the higher Quality score will be ranked first. If still tied, the tender with the higher Q3 score will be ranked first. If still tied, the tender with the higher Q1 score will be ranked first. If still tied, the tender with the higher Q2 score will be ranked first. If a tie remains, the Council will apply a transparent and recorded tie-break method notified to the affected Applicants.

4.9 Submission Rules for Section 4

- Respond in the order Q1 to Q7 and P1, using the question references shown.
- Observe all stated word, page and attachment limits. Material beyond a stated limit may be disregarded.
- Use project-specific answers. Cross-references must identify the exact document, appendix and page.
- Do not rely on website links or information not submitted with the tender unless the Council has expressly requested it.
- Clearly distinguish commitments included in the tender price from optional or additional items.
- All commitments in the successful tender may be incorporated into the Contract and monitored as contractual obligations.
- Where delivery relies on a subcontractor, designer, consortium member or other entity, identify that entity and its precise responsibility.

4.10 Evaluation Record

The following summary may be used by the Council's evaluation panel. A separate evaluator sheet should record detailed reasons for each raw score and the moderation decision.

Ref.	Criterion	Weight	Raw score 0–5	Weighted score
Q1	Relevant concrete skatepark experience and case studies	35		
Q2	Design development capability and design management	10		
Q3	Ride quality and project-specific technical solution	35		
Q4	Delivery methodology, construction approach and risk management	4		
Q5	Project team, management, communication and engagement	3		
Q6	Programme and completion assurance	1.5		
Q7	Quality assurance, handover, warranty and aftercare	1.5		
	QUALITY TOTAL	90		
P1	Evaluated tender price	10	N/A	
	FINAL TOTAL	100		

Quality threshold met (minimum 54/90 and no Q1–Q7 score below 2/5): YES / NO

Tender price within £206,000 excluding VAT: YES / NO

All pass/fail requirements met: YES / NO

Moderation date: _____ Panel members:

Award recommendation and approval reference:

17 Project Costs

17.1 Project Costings

Applicants must note that the maximum tender sum is £206,000 excluding VAT, within which the Contractor must provide the complete design and build requirement, including design development, engagement, surveys, investigations, management, construction, risk allowance, overheads and profit, except only items expressly stated to be paid directly by the Council. The tender price must be a fixed lump sum and must not exceed this amount.

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;

- Two-stage engagement with local young people and skatepark users
- Tender and developed-design drawings and 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 Design and Build Contract 2024 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.

17.2 Activity Schedule

Item Number	Description	Unit	Price (£)
1	Two-stage youth and user engagement (minimum 2 sessions)	Item	
2	Tender and developed-design drawings and 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 Design and Build Contract 2024 documentation	Item	
8	Creation of Detailed Design Engineering Dwgs	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.

18 Price Review Framework

18.1 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).

18.2 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:

18.3 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.

18.4 Pricing Schedule Declaration

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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).	

19 Certificates

19.1 Conditions of Tender

Llanharan Community Council COUNCIL CONDITIONS OF TENDER	
Reference number and Title of Contract: Shall be as per the Reference Number and 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 Contract and returned electronically to: The Sell2Wales Portal . 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. The Council reserves the right to select whatever tender it deems the most appropriate and for whatever reason.
4.	To XXX COUNCIL 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.
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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).</i>	

19.2 Certificate of Undertaking and Absence of Collusion or Canvassing

CERTIFICATE OF UNDERTAKING AND ABSENCE OF COLLUSION OR CANVASSING

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.

Box A – Consortium

I/We the undersigned do hereby certify that:-

- (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.

Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (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 (*in block capitals*):

In the capacity of: (*State official position, i.e. Director, Manager, etc.*)

**(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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

19.3 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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed</i>).	

19.4 Commercially Sensitive Information

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

--

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

--

19.5 Conflict of Interest

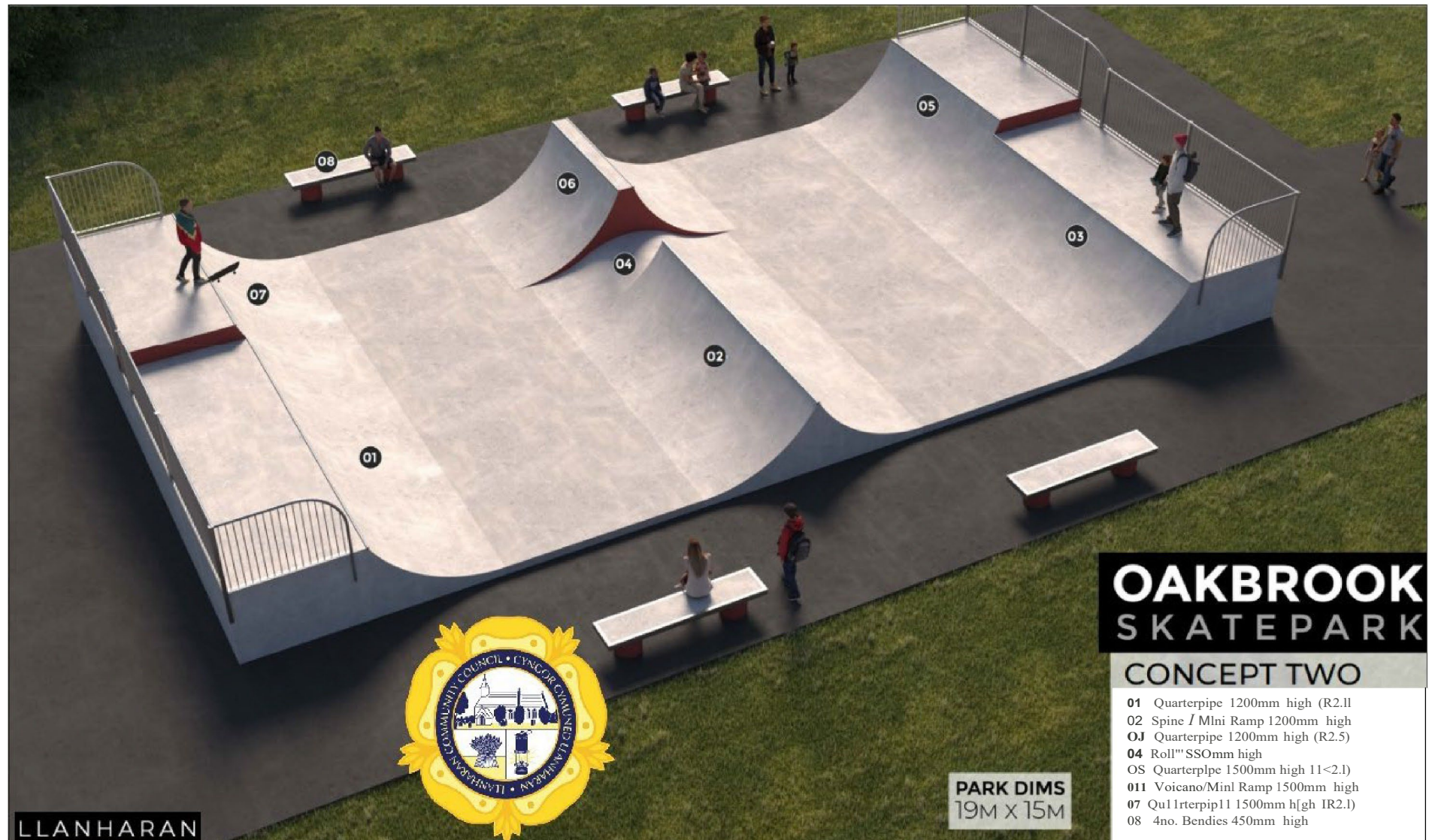
CERTIFICATE OF CONFLICT OF INTEREST	
I/we hereby notify the Authority that I/we consider the following declaration to be a conflict of interest (Applicant to insert details of the conflict of interest):	
I/we hereby understand that in accordance with Article 24 of the Public Contract Regulations 2015 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 so as to avoid any distortion of competition and to ensure equal treatment of all economic operators.	
Signed*:	Date:

Name *(in block capitals)*:

In the capacity of: *(State official position, i.e. Director, Manager, etc.)*

**(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 also if the signatory is not the actual Applicant, the capacity in which he/she signs or is employed).*

Appendix One





LLANHARAN COMMUNITY COUNCIL COMPLAINTS PROCEDURE

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1. Introduction

Llanharan Community Council is committed to providing a quality service for the benefit of its residents, visitors and others.

This procedure covers complaints from individual members of the public regarding the Council's own activities relating to:

- a) Council actions or inaction.¹
- b) The quality or standard of service provided by it or on its behalf.
- c) Administrative failures.
- d) Failure to follow its own policies and procedures.
- e) Council staff or contractors working on its behalf.

The policy is limited to considering complaints relating to issues that have occurred within the past 6 calendar months only.²

¹ The appropriate time for influencing council decision making is by raising your concerns before the council debates and votes on a matter. Council resolutions cannot usually be reversed within 6 months of a decision except under certain circumstances. Contact the Clerk for further details.



2. Limitations

This procedure does not apply to:

- a) Complaints relating to events over 6 calendar months ago.²
- b) Complaints regarding a different authority, group or individual.
- c) Complaints by one council employee against another council employee, or between a council employee and the council as employer.

These matters are covered by the council's grievance procedures.

- d) Complaints against councillors.

Complaints against councillors are not considered by the Council, rather they are covered by the Councillor's Code of Conduct and ultimately directed to the Public Service Ombudsman for Wales (PSOW). Further information on the process of dealing with complaints against councillors and to discuss whether your complaint is likely to meet the threshold to be considered by PSOW can be provided by RCTCBC's Monitoring Officer³. It is recommended that members of the public contact the Monitoring Officer in the first instance when wishing to make a complaint against a Councillor although you may contact the PSOW directly should you wish.⁴

3. How to make a formal complaint

- a) Complaints must be sent in writing or via email to the Clerk at 2a Chapel Road, Llanharan CF72 9QA or at Clerk@Llanharan-cc.gov.wales (Complaints received verbally, in person, via the telephone, via other messaging platforms or on social media will not be considered as formal complaints).
- b) You must provide your full legal name, full postal address and email address (if applicable). Anonymous complaints will not be accepted or

² Complaints should normally be made within six calendar months of the matter. The Council reserves the right to consider complaints received outside this period where there are exceptional circumstances, this will be decided on a case-by-case basis and use the same processes.

³ Director of Legal Services & Monitoring Officer. Legal Services, 2 Llys Cadwyn, Taff Street, Pontypridd, CF37 4TH

⁴ <https://www.ombudsman.wales/fact-sheets/what-we-do-when-we-get-your-complaint-about-the-conduct-of-a-local-councillor> or Public Services Ombudsman for Wales, 1 Ffordd yr Hen Gae, Pencoed, CF35 5LJ

Commented [LS1]: Ordinarily, to complaints relating to events over 6 calendar months ago.

Commented [LS1R2]: Also alter footnote to:outside this period where there are exceptional circumstances or where there are reasonable grounds for the delay, this will be decided on a case-by-case basis by the person dealing with the complaint and use the same processes.

Commented [LS2]: Complaints should be sent in writing or via email to the Clerk at 2a Chapel Road, Llanharan CF72 9QA or at Clerk@Llanharan-cc.gov.wales. However, complaints may be made verbally, either in person or via the telephone where the complainant has a disability or other condition which may affect their ability to do so in writing. Where this is the case the complainant must make it clear that they are making a formal complaint that it wishes the Council to formally investigate. Council may prepare a written record of the complaint and ask the complainant to confirm its accuracy where practicable. Complaints made via other messaging platforms or on social media will not be considered as formal complaints.

Commented [LS2R2]: This proposed to be added to ensure complained with The Equality Act

Commented [LS3]: Remove the word, "Legal"

Commented [LS4]: Change to: Anonymous complaints will not normally be investigated, however the council reserves the right to investigate matters raised anonymously where the issue appears to be sufficiently serious (Eg involves matters of safeguarding, fraud corruption or health and safety concerns). Part of the consideration will be whether is sufficient information or evidence provided to allow a meaningful investigation. The decision will rest with the person dealing with the complaint.



considered nor will complaints on behalf of a **third party**, a group or organisation. (However, if similar complaints are received from a number of individuals we may deal with them as a single complaint. If this is the case we will inform you of this but will continue to correspond with you individually).

Commented [LS5]: Add: unless the complainant has authority to act on behalf of another person where reasonable adjustments require a representative to act for them.

Commented [LS5R2]: Strengthens compliance with The Equality Act.

We may contact you to obtain further details if necessary.

- c) Please inform us of your preferred method of communication (all formal correspondence **will** also be sent in writing or via email) and whether you have any particular requirements, such as a relevant disability.
- d) Should your complaint be in relation to the actions or omissions of the Clerk to the Council, should you prefer to do so then your complaint may be made directly to the Chair of the Council providing all other provisions of this policy are adhered to.⁵
- e) Your complaint should contain as much detail as possible. Be as specific as possible as to what or who your complaint relates to. Include times, dates, locations, details of any witnesses or other affected parties (provided you have their express permission) if relevant and as much information as is required.
- f) Your complaint should outline what course of action you would like to see considered as a result of your complaint. (i.e. Ideally what do you want the council to do).

Commented [LS6]:all formal **correspondence from the council** will also be sent to **you** in writing or via email)

4. Process and outcomes

- a) We will formally acknowledge your complaint within 5 working days and tell you how we intend to deal with it.
- b) The council aims to respond to all complaints within 20 working days. Should it be necessary to extend this period then we will tell you within the 20 working days along with an explanation as to why we need more time.
- c) Unless the complaint relates to the actions or omissions of the Clerk to the Council then the Clerk will endeavour to deal with your complaint as quickly as possible. The Clerk will formally respond to your complaint together with any outcome. (The Clerk may delegate this to another member of staff.).

⁵ The contact details for the Chair of the Council can be found on our website: <https://llanharan-cc.gov.wales/people/> or you made obtain their details from the Clerk.



- d) Where this is not possible or appropriate (for example if the complaint is sensitive in nature, complex, or requires further investigation) then the Clerk will carry out an investigation.
- e) Except in cases where a complaint relates to a member of staff or where it is otherwise deemed inappropriate by the Clerk then redacted versions of complaints and responses shall be provided to the following meeting of the Council under 'Correspondence'. This gives members and the public visibility of both the complaint and the response.
- f) Where a complaint relates to the Clerk of the Council then the matter will be dealt with by the Chair of the Council. All other elements of this policy shall apply.
- g) Where a complaint relates to an employee of the council then any investigation and subsequent action shall be in line with the council's disciplinary policy. In these cases no record shall be published and the outcome shall be necessarily vague in line with the disciplinary policy and UK GDPR/Data Protection Act 2018 (Section 40) principles.

Commented [LS7]: Add: Or the Chair if your complaint relates to the Clerk.

Commented [LS8]: The Council may report anonymised details, trends or outcomes of complaints where it considers it appropriate to do so. Publicly available documents will always be redacted so as not to identify complainants.

Commented [LS8R2]: To better comply with UK GDPR, to avoid identifying complainants, to ensure legitimate complaints are not discouraged, and to avoid defamation risks if allegations are circulated more widely (including allegations against third parties).

Commented [LS9]: Change to:.....in line with the disciplinary policy and data protection legislation and employment confidentiality requirements.

Commented [LS9R2]: Section 40 is too narrow

5. Appeals

- a) If you are dissatisfied with the response to your complaint, in the first instance you may write to the Clerk of the Council to appeal against the outcome of your complaint.(Should your original complaint be in relation to the actions or omissions of the Clerk to the Council, should you prefer to do so then your appeal may be made directly to the Chair of the Council. In any case the Clerk will take no part in the consideration of the complaint other than providing information if requested).
- b) Appeals must be submitted in writing within 1 calendar month of receipt of notice of the outcome of your original complaint.
- c) Should you do so you **must** state specifically why you are dissatisfied with the outcome **and what alternative course of action you wish to see considered.** Failure to do so may result in your appeal not being considered.
- d) This appeal letter will be made available to all councillors (excepting 4g) for



consideration at the next appropriate meeting of the Council. Depending on the nature and details of the complaint this may be considered with press and public **excluded**. Members will have the opportunity to review the original complaint, the outcome and your appeal letter. They may choose to uphold the outcome or approve some other course of action.

- e) If you are still dissatisfied with the outcome you may refer the matter to the Public Services Ombudsman for Wales, 1 Ffordd yr Hen Gae, Pencoed, CF35 5LJ (0300 790 0203) ask@ombudsman.wales

Commented [LS10]: Add/amend toAppeals involving confidential, or legally privileged matters or matters where disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the complaint or its details may be considered in private session where permitted by law.o

Commented [LS10R2]: Add that complaints involving council employees will be directed to the HR Committee only.

6. **Complaints flowchart**

See following page.

Failure or **refusal** to sign an acknowledgement does not affect the application of this policy, which will apply to all employees from the date of issue.

Commented [LS11]: Remove - Not relevant

Appendix 4

To note the resignation of a member of staff and to consider a process to recruit a replacement on the same terms. Included with the consent of the Chair of the HR Committee.

The Groundsperson has resigned from the council's employment effective 22nd September 2026.

Proposal

To note the resignation of the Grounds-person and to delegate authority to the HR Committee to recruit and appoint a replacement on the same Terms and Conditions or to vary the total hours of hours of work, not exceeding 16 hours per week, and the details of when those hours are to be worked.