

England National Office
620 Bristol Business Park
Coldharbour Lane
Bristol
BS16 1EJ

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Alison Leyshon
Recreation and Public Affairs Assistant

16th January, 2015

Dear Sirs

INVITATION TO TENDER (ITT) FOR Cashless Car Parking Payment and Enforcement Processing Services.

REF NO: CCPPEPS2015

You are invited to submit a tender for the supply of the above to the Forestry Commission.

Please send your completed tender and any enquires about this invitation to:

Alison Leyshon
England National Office
620 Bristol Business Park
Coldharbour Lane
Bristol
BS16 1EJ

Tel: 0300 067 4047

Email: alison.leyshon@forestry.gsi.gov.uk (Email address provided for enquiries only)

Send completed tenders as:

- two paper copies by post or hand delivered, and
- one copy on disk or USB type storage device in a read only format

Please note we do not accept fax or email copies.

Please mark the envelope with the initials 'ITT' for **Cashless Car Parking Payment and Enforcement Processing Services.**

REF NO: CCPPEPS2015 - Not to be opened until 4pm 10th February 2015.

We must receive your completed tender by **4pm 10th February 2015**. We will keep tenders that we receive earlier and not open them until after the deadline. We reserve the right to not consider any tenders received after the deadline. Please be aware that we may copy your documents, but only for our own use.

Please send all enquiries in writing or by email, by the deadline stated in the tender timetable, quoting the contract reference number stated above. If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all potential tenderers, although your identity will remain confidential.

This ITT is a modular document and you will only be supplied with the modules that are required to complete this tender. The document is made up of modules labelled A to D. (See table on Page 3 of this ITT)

All tenders will be evaluated objectively as detailed in the Evaluation Matrix within this ITT document.

You must follow these instructions:

- i. Any contract concluded as a result of this ITT shall be governed by English Law and the Forestry Commission's Standard Terms and Conditions of Contract for Conditions of Contract for the Supply of Services (Non Operations) and any additional terms specified as attached to this ITT, will apply. Your terms will not apply.
- ii. You must accept our terms and conditions as follows: [Forestry Commission Standard Terms and Conditions](#) for Conditions of Contract for the Supply of Services (Non Operations) We will discuss any issues you highlight before any award. If you wish to qualify our Terms and Conditions in any way, you must append a description of the requested changes to your tender. Note that this may invalidate your submission if the Forestry Commission is unable to accept these proposed changes.
- iii. Your tender and all accompanying documents are to be in English.
- iv. All prices must be in sterling and exclusive of VAT.
- v. Costs remain the responsibility of those submitting a tender.
- vi. We will not return any part of the documents forming your tender.
- vii. We reserve the right to cancel or withdraw from the process at any stage.
- viii. We do not undertake to accept the lowest priced tender, or part, or all of any tender.
- ix. All information supplied to you by us must be treated in confidence and not disclosed to third parties.
- x. All details of your tender, including prices and rates, must be valid for our acceptance for a period of 90 days.
- xi. Once we have awarded the contract, we will not accept any additional costs incurred which are not reflected in your tender.
- xii. Offering an inducement of any kind for obtaining this or any other contract with us will disqualify your tender and may constitute a criminal offence.
- xiii. You do not need to provide supporting documents, certificates, statements or policies with your tender unless specifically requested to do so. However, we may ask you for these later. You may also be asked to clarify your answers or provide more details.

- xiv. Your organisation will only be evaluated based on the information in your tender. Please do not send any information that is general company or promotional literature, as this will not form part of our evaluation. Any additional documents you provide must refer to a question within the ITT and be easily identifiable as the answer.
- xv. We have not asked for financial details in this document; however we reserve the right to carry out checks if we think it is necessary

Yours faithfully

Alison Leyshon
Recreation and Public Affairs Assistant

1. ITT Composition

This ITT comprises of the following documents:

Module	Description	Action Required
A	Letter including Tender Instructions	For Information Only
	1. ITT Composition	For Information Only
	2. ITT Timetable and Associated Stages	For Information Only
	3. Statement of Requirements	For Information Only
	4. Evaluation Matrix	For Information Only
	5. Lots	Not Applicable
	6. Organisation Details	Complete & Return
	7a. Specific Gateway Questions	Complete & Return
	7b. Specific Award Questions	Complete & Return
	8. Pricing	
	9. Declaration	
		Insert details of additional appendices if appropriate
B	References	Complete & Return
C	Financial Information	Not Used
D	Health & Safety	Not Used

Module A is the core document and will require to be completed and returned.

Only additional Modules marked 'Complete & Return' will require to be completed for this opportunity.

Any Modules marked 'Not Used' will not have been sent to you for completion.

2. ITT Timetable and Associated Stages

Set out below is the proposed procurement timetable. This is intended as a guide, and, while we do not intend to depart from the timetable, we reserve the right to do so.

Stages	Dates
Closing date and time for enquiries	4pm 3 rd February 2015
Tender Return Date and Time	4pm 10 th February 2015
Expected Notification of Intent to Award	17 th February 2015
End of Standstill Period	27 th February 2015
Expected Start Date	2 nd March 2015

3. Statement of our Requirements

We will be awarding a contract for cashless car parking payment services and enforcement processing services across Forestry Commission England. By cashless car parking payments we are referring to telephone, web, app based payments

Our intention is to award this contract for a period of two years starting on the 2nd March 2015.

There will be an option to extend the contract annually by up to a further two years (2+1+1) giving four years in total.

The total value of this contract over the entire period, including any extension options, will be in the region of £60,000 (£56,000 enforcement and £4000 cashless payments)

Background Information

Forestry Commission England (FCE) operates over 40 different chargeable car parks. These car parks are largely rurally based ranging from small gravelled car parks to more formal ones which hold hundreds of cars. FCE works hard to maintain high levels of customer care for visitors and believes strongly that the visitor journey from the moment they arrive at the forest gate is as smooth and trouble free as possible. Naturally this extends to the act of paying for car parking which we believe should be as easy and as flexible as possible including telephone payments.

The chargeable car parks include pay and display with some or all options of payments (coin, card or telephone payments) and pay on foot with and without barriers. We also have an annual membership scheme called a Discovery Pass which gives free parking to members at individual sites. There is the possibility that this may become a national membership scheme sometime in the future.

Some of the pay on foot car parks work with ANPR systems.

Recreation income has become more important to FCE especially at a time of reduced central funding. Car park income is included in recreation income and it stands at around £4.4 million per annum. FCE believes that enforcement of car park charges is important to ensure that our systems of entry are equitable to all visitors.

Charging rates are harmonised across England and are reviewed each year in September and changes to car park charges are agreed with the National Recreation & Public Affairs team.

Our approach to charging is outlined below.

Charging structure

Car Park Type	Hourly Charge range per car	Daily Charge range	Discovery Pass
Level 1 – Visitor centres	£1 to £3	£5 to £11	Yes
Level 2 – Regional visitor centres & hubs	£1 to £1.50	£3 to £7	Yes
Level 3 – Local weekend honey pot	£0 to £1	£2 to £5	Yes if part of an area wide scheme
Level 4 – Local walking/ dog walking / cycling site	£0 to £1	£0 to £5	Yes if part of an area wide scheme

Current Active Enforcement/Cashless Payment sites

Site Name and Location	Enforcement	Telephone Payment	Car Park Classification Level
Abbots Wood -E. Sussex	Y	Y	4
Birches Valley - Staffordshire	Y	N	2
Fineshades - Northamptonshire	Y	Y	2
Forest of Dean- Gloucestershire	Y	N	3
Friston Forest -E. Sussex	Y	Y	4
Great Wood - Somerset	Y	N	3
Haughmond Hill - Shropshire	Y	N	3
Hicks Lodge - Leicestershire	Y	Y	4
Rendlesham - Suffolk	Y	N	3
Salcey - Northamptonshire	Y	Y	2
Wendover - Buckinghamshire	Y	Y	2
Wyre - Shropshire	Y	Y	2

A Telephone/Cashless Payments

Currently a telephone/cashless payment option is available on some sites. Presence of this option is largely dictated by the mobile phone and data coverage available on site. The current supplier of this service is Pay Point. We would expect the enforcement processing service and the telephone payment system to be integrated to allow quick and simple checks and notice issuing by FC staff.

Levels of Business

As with any outdoor based attraction, there are peaks and troughs of visits to Forestry Commission sites. School holidays and particularly the summer months are much busier

than winter weekdays when customers tend to be regular and will probably hold Discovery Passes.

Across the eight sites currently offering a telephone/cashless payment option, the total number of transactions over a 12-month period are as follows:

April '13	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar '14
261	369	264	411	620	320	261	200	119	175	251	342

It is envisaged that the number of sites using the system will grow during the course of the next four years but it is not possible to quantify this number as this will be dependent on improvements in mobile phone coverage. As a very rough guide it is possible that a further 5-10 sites may be added to the system in the future. (Note the number of sites and the speed of rollout may be subject to change).

Publicity

FCE follows strict protocols for promotion and publicity of our work. Any and all publicity surrounding car parks, payment methods, charging etc must be referred to the Forestry Commission in the first instance. No press releases or media comments can be made without prior approval of the Forestry Commission.

Website

The Forestry Commission provides car park and charging information on its website. For individual sites the cashless payment options will be promoted within these pages.

B Enforcement Process Services

Our enforcement process uses Parking Charge Notices stating the FC Bylaws. ICES is our current service provider and they carry out our enforcement process after ticket has been issued and uploaded by FC staff.

The current process is as follows and we are suggesting keeping to this process but would be open to advice and suggestions from the successful tender company on any part or all of the process including technological processes.

When	What	Who
On arrival	Customers pay by P&D machine, by phone or displays a Discovery Pass	Customer

During visit	If no Discovery pass or P&D display ticket is visible or telephone payment then parking charge notice issued for £50.	Warden/ranger issues handwritten notice and enters into system for payment and possible enforcement by Enforcement Contractor
Up to 14 days after penalty notice issued	Customer pays FC £25 via contractor, taking advantage of a £25 early payment discount	Enforcement contractor collects payment on behalf of FC
Over 14 days	Enforcement contractor seeks car owner details from DVLA and issues reminder notice for £50.	Enforcement contractor
Over 28 days	Decision made on whether to take further prosecution action	FC CEO

Appeals

Currently there is an appeals process operated through the FC website but managed by the Enforcement contractor. Any difficult cases (for example the visitor stating there was missing signage on site) are referred back to FC for comment and/or final decision.

Debt Collection

Forestry Commission England has not, to date, sold or passed on any outstanding unpaid enforcement notices to any debt collection agency. We may review this policy in the future.

Levels of Business

As with any outdoor based attraction, there are peaks and troughs of visits to Forestry Commission sites. School holidays and particularly the summer months are much busier than winter weekdays when customers tend to be regular and will probably hold Discovery Passes.

Across the twelve sites which currently run an enforcement system the total number of notices issued by site staff over a 12-month period are as follows:

April '13	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March '14
53	115	205	149	239	152	51	44	35	78	69	84

Between April 2013 and March 2014 there were 1274 notices issued.
305 of these were cancelled due to valid payment/permit produced or FC cancellation
434 were paid within 14 days
184 were paid after 14 days
351 were unresolved

In the last two years the payment methods for notices are :-
Postal payments 8%
Payments over the phone 27%
Web based payments 65%

Any revenue gained from the enforcement process is returned to the respective sites to re-invest in facilities at that site.

Contract Description

We require cashless car parking payment services along with car parking enforcement process services for forests across England. The cashless payments may include but not exclusively, telephone, web based and app payments. In terms of this contract the enforcement process will not include on site issuing of the notice or installing cameras to collect data but will be the process after a notice has been issued by the FC or our existing third parties and forwarded on to the successful contactor.

A Cashless Car Parking Payment Services

The cashless payment services should be quick and simple to use and have a variety of methods of payments taking into account that mobile phone/data coverage can be very limited in a woodland environment –not only will this affect visitors but will also affect the ability of our staff to access web based databases in real time. Also poor mobile phone coverage may mean that on-site staff have to use a varying array of network providers. Some sites do have offices on site with internet access.

Requirements

1. You must comply with the Data Protection Act 1998 requirements in processing and handling personal information. Please supply details of your privacy policy
2. You must nominate a dedicated contract manager
3. We require income from cashless car parking payments to be paid as a gross figure and then subsequently presented with an invoice for charges on a monthly basis

B Enforcement Process Services

FCE take a customer focus approach with its enforcement process from training staff to be subjective when issuing notices through to the appeals process. Although recreation income is very important to our sites so is our public perception. We currently do not follow the enforcement process through to debt collection and this is unlikely to change at the start of this contract.

We currently have ANPR working in several car parks with more being installed in the next few years. Some have barriers and some do not. There is no enforcement process in place for these sites at the moment but this is likely to change in the future. Some of these systems are managed by FC staff and some are managed by external contractors so data could come from different sources.

It is also important to note that mobile phone/data coverage can be very limited in a woodland environment –not only will this affect visitors but will also affect the ability of our staff to access web based databases in real time.

Poor mobile phone coverage may mean that on-site staff have to use a varying array of network providers.

We would expect the enforcement process to be delivered with all this in mind.

Requirements

1. You must be a member of an Accredited Trade Association and also a member of their Approved/Accredited Operator Scheme. Please provide evidence of membership of ATA and its AOP.
2. You must comply with the Data Protection Act 1998 requirements in processing and handling personal information. Please supply details of your privacy policy
3. You must nominate a dedicated contract manager
4. We require income from enforcement services to be paid as a gross figure and then subsequently presented with an invoice for charges on a monthly basis.

Note:

If we ask, you must provide documentary evidence establishing your eligibility to tender and your qualifications to fulfil the contract if we accept your quotation. This may be in the form of literature, drawings or samples.

You must include details of any areas where you will not be able to comply with these requirements. If your quotation does not meet these requirements we reserve the right to reject it completely.

4. Evaluation Matrix

Note – failure of any of the 'Pass/Fail' sections or modules will constitute an overall Fail of your bid.

Section/ Module	Title	Weighting	Agreed Marking Criteria
5	Lots	Not Applicable	Not Applicable
6	Organisation and Contact Details	<p>Mandatory</p> <p>Questions 6.10 & 6.11 – Pass/Fail</p> <p>Question 6.12 – Pass/Fail</p> <p>Question 6.13 – Pass/Fail</p>	<p>Completion of this Section is mandatory and is for our information purposes. We may confirm company identity and basic details with external bodies.</p> <p>You must have a Health & Safety policy' and must provide adequate levels of training as specified in the Statement of Requirements. If you do not have/provide these, you will fail this section.</p> <p>You must have the required levels of insurance requested at 6.12. If you do not have these, you must confirm that you will get them if successful, before the contract start date. If you cannot confirm this you will fail this section.</p> <p>You must either be able to answer 'no' to the question posed, or if answering 'yes' have provided an explanation which is acceptable to the Forestry Commission. If you answer 'yes' to the question and do not provide an explanation, or if the explanation you provide is deemed unacceptable, you will fail this section.</p>
7a	<p><u>Specific Gateway Questions</u></p> <p>A1-3 Cashless car parking payment services</p> <p>B1-4 Enforcement process services</p>	<p>Pass/Fail</p> <p>Pass/Fail</p>	<p>To pass this gateway you must comply with the requirements in A1-3, providing evidence of how you comply.</p> <p>To pass this gateway you must comply with the requirements in B1-4, providing evidence of how you comply.</p>

7b	<u>Specific Award Questions</u>	<u>Weight %</u>	The following evaluation system will be applied:
1	How do you propose to provide an effective and efficient cashless payment system? Please explain how your system works, how it will link with any enforcement process and also how mistakes by users can be rectified/repaid (such as entering wrong code)	20	<p>0 – No response or totally inadequate response</p> <p>No response or an inadequate response</p> <p>1 – Major Reservations/Constraints</p> <p>The response simply states that the bidder can meet some of the requirements set out in the question or statement of requirements, but have not given information or detail on how they will do this.</p> <p>2 – Some Reservations/Constraints</p> <p>Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or statement of requirements. There is some doubt in their ability to consistently meet the full range of requirements.</p> <p>3 – Fully Compliant</p> <p>Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or statement of requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</p> <p>4 – Exceeds Requirements</p> <p>Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract</p>
2	How do you propose to provide an effective and efficient enforcement process service. Please explain how your process works including both ANPR (some managed by the FC and some managed by an external contractor) and non ANPR processes and also how it will link to any cashless payment system	20	
3	Careful handling of appeals is necessary as our public perception is important to the FC. For example members of the public may have	10	

<p>4</p> <p>5</p>	<p>been walking in our forests for many years without realising there was a charge for parking and received a parking notice. How do you propose to handle sensitive situations that may arise as the one described above. How would you deal with sensitive situations in general?</p> <p>Please detail how you will help the Forestry Commission keep up to date of any improvements and changes for example in technology, legislation.</p> <p>Please detail how you will monitor, evaluate and maintain the quality of the services throughout the life of this contract</p>	<p>5</p> <p>5</p>	
<p>8</p>	<p>Pricing Schedule</p>	<p>40</p>	<p>Price will be evaluated using the 'standard differential method' – each bidder receives 100% of the available marks less the percentage by which their tender is more expensive than the lowest; with 4 being the maximum score achievable</p>
<p>9</p>	<p>Declaration</p>	<p>Pass/Fail</p>	<p>You must sign the declaration specifying any area of the declaration with which you cannot comply. Details on</p>

			mandatory and discretionary elements are contained within the Declaration.
Module B	References	Pass/Fail	You must provide the information we have requested in Module B. We will consider accepting a lower number of references than requested depending on how long you have been in business. When checking references, we will be looking to confirm that the contract has been carried out on time, to budget and to specification. If we deem your references to be inappropriate, or a referee cannot confirm the work has been carried out on time, to budget and in line with the specification, you will fail this Module.
Module C	Financial Information	Not Used	Not Used
Module D	Health and Safety	Not Used	Not Used

5. Lots - Not Applicable

6. Organisation Details

Organisation Details			
	Question	Your Answer	
6.1	Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted).		
6.2	Registered office address.		
	Main contact for this contract Name Address (if different from registered office) Email Phone Mobile		
6.3	Company or charity registration number.		
6.4	VAT Registration number.		
6.5	Type of organisation	i) a public limited company	
		ii) a limited company	
		iii) a limited liability partnership	
		iv) other partnership	
		v) sole trader	
		vi) other (please specify)	
6.6	Total number of employees employed by your organisation. (Including Directors, Partners, Apprentices, Trainees etc.)		

Organisation Details		
	Question	Your Answer
6.7	Length of time your business has been operating.	
6.8	Please state whether there is any potential conflict of interest in relation to this contract, for example if any of those involved with the contract share private interests with anyone within the FC. Examples include, membership of societies, clubs and other organisations, and family.	No
		Yes
		If you have answered "YES" please give details.

6.9	Consortia and sub-contracting	a) Your organisation is bidding to provide the services required itself	
		b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
		c) The potential Provider is a consortium	
If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company or organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider, solely, or with other providers) will be responsible for the elements of the requirement.			

6.10	Does your organisation have a written Health and Safety Policy?	Yes	No
Note: if your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy.			
6.11	Please provide details of the health and safety training you provide to employees, relevant to this contract. If you do not provide any training, please tell us why this is not necessary. The Statement of Requirements will state whether any specific health & safety training is required for this contract, if from your answer we deem that adequate training is not/or has not been carried out, we will reject your bid in full.		

6.12	<p>You must either confirm that you have the following levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be awarded a contract under this procurement such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the contract.</p>				
	Insurance Policy	Indemnity Value (£)	Yes	No	Will secure if successful
	Employers Liability (This is a legal requirement. There are a small number of exceptions. Please refer to HSE Guidance HSE 40 Employers Liability Compulsory Insurance Act 1969)	Min £5m per claim			
	Public Liability	Min £5m per claim			

Tax Compliance			
6.13	<p>Have your organisation's tax affairs given rise to a criminal conviction for tax related offences which are unspent, or to a penalty for civil fraud or evasion; and/or have any of your organisation's tax returns submitted on or after 1 October 2012 been found to be incorrect as a result of:</p> <ul style="list-style-type: none"> a) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or b) A tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or c) the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime 	No	Yes

	in a jurisdiction in which the supplier is established?		
<p>If answering 'yes' to question 6.13 above you should provide details of any mitigating factors that you consider relevant and that you wish us to take into consideration. This could include for example:</p> <ul style="list-style-type: none"> ➤ Corrective action undertaken by you to date; ➤ Planned corrective action to be taken; ➤ Changes in personnel or ownership since the OONC; or ➤ Changes in financial, accounting, audit or management procedures since the OONC. <p>In order to consider any factors raised by you, we will find it helpful to have the following information:</p> <ul style="list-style-type: none"> ➤ A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GARR, the "Halifax" abuse principle etc. ➤ Where the OONC relates to a DOTAS, the number of the relevant scheme. ➤ The date of the original "non-compliance" and the date of any judgement against the supplier, or date when the return was amended. ➤ The level of any penalty or criminal conviction applied. <p>Please use the box below to provide details if appropriate, and expand as necessary.</p>			

7a. Specific Gateway Questions

Questions		Yes	No	Evidence
A Cashless Car Parking Payment Services				
1	Essential Requirement			
2	Essential Requirement			
3	Essential Requirement			

B Enforcement Process Services				
1	Essential Requirement			
2	Essential Requirement			
3	Essential Requirement			
4	Essential Requirement			

7b. Specific Award Questions

	Question	Weight %
1	How do you propose to provide an effective and efficient cashless payment system? Please explain how your system works, how it will link with any enforcement process and also how mistakes by users can be rectified/repaid (such as entering wrong location code)	20
Answer:		
2	How do you propose to provide an effective and efficient enforcement process service. Please explain how your process works including ANPR (some managed by the FC and some managed by an external contractor) and non ANPR processes and also how it will link to any cashless payment system.	20
Answer:		
3	Careful handling of appeals is necessary as our public perception is important to the FC. For example members of the public may have been walking in our forests for many years without realising there was a charge for parking and received a parking notice. How do you propose to handle sensitive situations that may arise as the one described above. How would you deal with sensitive situations in general?	10
Answer:		

4	Please detail how you will help the Forestry Commission keep up to date of any improvements and changes for example in technology, legislation.	5
Answer:		
5	Please detail how you will monitor, evaluate and maintain the quality of the services throughout the life of this contract.	5
Answer:		

8. Pricing

Please provide details of your pricing in the schedule provided below.

Ref	Description	Detailed breakdown of price	Price (£)
A	Cashless Payment Services Year 1		
	Cost per 100 payments made by telephone		
	Cost per 100 payments made by app		
	Cost per 100 payments made by internet		
	Cost per 100 payments made by any other means		
	New location set up costs		
	Initial set up costs based on 7 sites		
	TOTAL		
	For information only		
	Credit card charges – if applicable		
	User set up costs to the FC – if applicable		
	Any other charges – please explain		
B	Enforcement Process Services Year 1		
	Notice processing – cost per notice – please break down costs to different parts of process as well as total.		
	Credit card processing costs		
	New location set up costs		
	Initial set up costs based on 12 sites		
	TOTAL		

	For information only		
	Any other charges – please explain		
A	Cashless Payment Services Year 2		
	Cost per 100 payments made by telephone		
	Cost per 100 payments made by app		
	Cost per 100 payments made by internet		
	Cost per 100 payments made by any other means		
	New location set up costs		
	Initial set up costs based on 7 sites		
	TOTAL		
	For information only		
	Credit card charges – if applicable		
	User set up costs to the FC – if applicable		
	Any other charges – please explain		
B	Enforcement Process Services Year 2		
	Notice processing – cost per notice – please break down costs to different parts of process as well as total.		
	Credit card processing costs		
	New location set up costs		
	Initial set up costs based on 12 sites		
	TOTAL		

	For information only		
	Any other charges – please explain		
A	Cashless Payment Services Year 3		
	Cost per 100 payments made by telephone		
	Cost per 100 payments made by app		
	Cost per 100 payments made by internet		
	Cost per 100 payments made by any other means		
	New location set up costs		
	Initial set up costs based on 7 sites		
	TOTAL		
	For information only		
	Credit card charges – if applicable		
	User set up costs to the FC – if applicable		
	Any other charges – please explain		
B	Enforcement Process Services Year 3		
	Notice processing – cost per notice – please break down costs to different parts of process as well as total.		
	Credit card processing costs		
	New location set up costs		
	Initial set up costs based on 12 sites		
	TOTAL		
	For information only		

	Any other charges – please explain		
A	Cashless Payment Services		
	Year 4		
	Cost per 100 payments made by telephone		
	Cost per 100 payments made by app		
	Cost per 100 payments made by internet		
	Cost per 100 payments made by any other means		
	New location set up costs		
	Initial set up costs based on 7 sites		
	TOTAL		
	For information only		
	Credit card charges – if applicable		
	User set up costs to the FC – if applicable		
	Any other charges – please explain		
B	Enforcement Process Services		
	Year 4		
	Notice processing – cost per notice – please break down costs to different parts of process as well as total.		
	Credit card processing costs		
	New location set up costs		
	Initial set up costs based on 12 sites		
	TOTAL		
	For information only		
	Any other charges – please explain		

9. Declaration

Please state within the box at the end of this declaration if there are any specific areas with which you cannot comply. Please note that this may invalidate your tender submission.

In this certificate, any reference to person or persons will mean and include businesses, associations or corporations and any reference to arrangements or agreements will mean any and all transactions, formal or informal, lawful or otherwise.

Conditions 1, 13, 14, 15 and 16 of this declaration are mandatory requirements, and bidding organisations must accept these conditions; failure to do so will automatically invalidate your bid. All other conditions are discretionary, and while the Forestry Commission are entitled to exclude you from being considered further if any of these conditions are qualified or not accepted in full, we may decide to allow you to proceed further. In the event that any of the following do apply, please set out in the box below (or a separate annex if you require more space) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by us when considering whether or not you will be able to proceed any further in respect of this procurement exercise.

By signing this Declaration you, the bidding organisation, certify that:

1. The bidding organisation or any directors or partner or any other person who has powers of representation, decision or control have not been convicted of the following offences as defined by the relevant UK law:

a) theft, fraud and wilful imposition, embezzlement, robbery, forgery, reset (including reset as defined in Section 51 of the Criminal Law (Consolidation) (Scotland) Act 1995), perjury or any of the following offences as defined by the legal systems in each of the constituent parts of the United Kingdom, namely;

aa) 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;

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; where the offence relates to active corruption;

c) the offence of bribery, where the offence relates to active corruption;

ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;

d) fraud, 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, within the meaning of:

(i) the offence of cheating Her Majesty's Revenue and Customs including (but not limited to) a "Revenue and Customs offence" in terms of Section 23A, sections 23B to 23P and 26A of the Criminal Law (Consolidation) (Scotland) Act 1995

(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) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (x) counterfeiting or falsifying a specified monetary instrument with the intention that it be uttered as genuine; or having in his or her custody or under his or her control, without lawful authority or excuse anything which was and which he or she knew or believed to be a counterfeited or falsified specified monetary instrument or any machine, implement or computer programme or any paper or other material which to his or her knowledge was specifically designed or adapted for the making of a specified monetary instrument, contrary to Section 46A(1) or (2) of the Criminal Law (Consolidation) (Scotland) Act 1995.
- (xi) having in her or her possession or under his or her control an article for use in or in connection with the commission of fraud or making, adapting, supplying or offering to supply an article knowing that the article is designed or adapted for use in or connection with the commission of fraud or intended the article to be used in or in connection with the commission of fraud contrary to Section 49(1) and (3) of the Criminal Justice and Licensing (Scotland) Act 2010;
- (xii) being involved in serious organised crime contrary to Section 28 of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence aggravated by a connection with serious organised crime in terms of Section 29(2) of the Criminal Justice and Licensing (Scotland) Act 2010; or committing an offence by directing another person to commit a serious offence or to commit an offence aggravated by a connection with serious organised crime or by directing another person to direct a further person to commit a serious offence or an offence aggravated by a connection with serious organised crime, contrary to Section 30(1) and/or (2) of the Criminal Justice and Licensing (Scotland) Act 2010 or failing to report a serious organised crime, in contravention of Section 31 of the Criminal Justice and Licensing (Scotland) Act 2010.
- (xiii) knowing or suspecting that an investigation under Section 28 of the Criminal Law (Consolidation) (Scotland) Act 1995 was being carried out or was likely to be carried out and falsifying, concealing, destroying or otherwise disposing of or causing or permitting falsification, concealment, destruction or

disposal of documents which he/she knew or suspected or had reasonable grounds to suspect were or would be relevant to such an investigation contrary to Section 29(1) of the Criminal Law (Consolidation) (Scotland) Act 1995.

(xiv) committing any of the offences against the administration of justice listed in Schedule 2 "Offences against the Administration of Justice: Article 70" to the International Criminal Court (Scotland) Act 2001 (which relate to giving false testimony when under an obligation pursuant to article 69, paragraph 1, to tell the truth, presenting evidence that he/she knew was false or forged, corruptly influencing a witness, obstructing or interfering with the attendance or testimony of a witness, retaliating against a witness for giving testimony or destroying, tampering with or interfering with the collection of evidence, impeding, intimidating or corruptly influencing an official of the court for the purpose of forcing or persuading the official not to perform, or perform properly, his or her duties, retaliating against an official of the court on account of duties performed by that or another official or soliciting or accepting a bribe as an official of the court in connection with his or her official duties)

e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;

ea) 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; or

eb) an offence in connection with the proceed of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. The bidder being an individual is not in a state of bankruptcy nor has a receiving order or administration order or bankruptcy restriction order made against him nor has made any arrangement for the benefit of creditors, or has not made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;

3. The bidder being a partnership constituted under Scots law has not granted a trust deed nor become otherwise apparently insolvent, nor is subject of a petition presented for sequestration of its estate.

4. The bidder being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution, or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state.

5. The bidding organisation has not been convicted of a criminal offence relating to the conduct of its business or profession.

6. The bidding organisation has not committed an act of grave misconduct in the course of its business or profession.
7. The bidding organisation has fulfilled its obligations relating to payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established
8. The bidding organisation has fulfilled its obligations relating to payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established.
9. The bidding organisation is not guilty of serious misrepresentations in providing any information required under Regulations 24 or 25 of the Public Contracts (Scotland) Regulations 2012 or under Regulations 24 or 25 of the Public Contracts Regulations 2006 (as amended from time to time).
10. The bidding organisation is in possession of a licence or is a member of the appropriate organisation where the law requires it.
11. The bidding organisation has not had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years.
12. None of the senior personnel of the bidding organisation have been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt.
13. The bidding organisation comply with the requirements of the Health and Safety at Work Act 1974, as amended.
14. The bidding organisation confirm their acceptance of the mandatory requirements for publication of tender documents and contracts as set out in the Government Transparency Agenda.
15. The bidding organisation accepts that while the information in this ITT and supporting documents has been prepared in good faith by the Forestry Commission (FC), it may not be comprehensive nor has it been independently verified. Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.
16. The bidding organisation confirm that this is a *bona fide* tender, intended to be competitive, and that they have not:-
 - a) fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement, whether in writing or otherwise, with any other person irrespective of whether or not that other person is also a bidding organisation in respect of this tender;
 - b) worked with any person in the preparation of the tender, irrespective of whether or not that person is also a bidding organisation in respect of this

tender, save to the extent that (i) the work and involvement of that other person is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged work does not amount to collusion and

- c) exchanged information with any of the other bidding organisations in respect of this tender save to the extent that (i) the exchange of information is made manifestly clear and acknowledged in the body of the tender and (ii) in the reasonable opinion of the Forestry Commission the acknowledged exchange of information does not amount to collusion.

Please state within the box below if there are any specific areas of the declaration above with which you cannot comply. Please note that this may invalidate your submission, but you should provide details that will enable the Forestry Commission to decide whether to let you progress further in the process, should the reasoning be satisfactory when it applies to one of the discretionary exclusion conditions.

I declare that to the best of my knowledge the information submitted in this ITT is correct. I understand that the Forestry Commission may reject this ITT if there is a failure to answer all relevant questions, or provide any requested information fully or if I provide false or misleading information; or if I make any false declaration which is discovered after Contract Award; I acknowledge that this may lead to said contract being terminated.

Name (printed)

Date

Signature

Capacity / Title

For and on behalf of
