



**Housing Possession Court Duty Scheme services in England and Wales from 1 October 2018 Exclusive Schedule under 2013 Standard Civil Contract (as amended) for contingency period  
Invitation To Tender Information for Applicants**

**Introduction**

On 5 July 2018 the Legal Aid Agency (“**LAA**”) cancelled the 2018 Housing Possession Court Duty Scheme Contract procurement process. It took that decision to give effect to the Administrative Court’s decision dated 22 June 2018 (case number CO/5321/2017) in the judicial review proceedings brought by the Law Centres Federation t/as Law Centres Network against the Lord Chancellor.

The LAA has already set out its intentions for maintaining Housing Possession Court Duty Scheme (“**HPCDS**”) services for a contingency period (see the LAA’s update published at on 6 July on the ‘Latest Updates’ section of <https://www.gov.uk/government/publications/civil-2018-contracts-tender>). This will enable a review of relevant policy and provide the time needed to prepare and run a new procurement exercise for these services.

In accordance with its published intentions for contingency arrangements, in July 2018 the LAA offered existing providers of HPCDS services an extension of their current contract for a contingency period.

Some existing providers have confirmed that they do not wish to deliver HPCDS services beyond 30 September 2018, when current civil legal aid contracts end. This procurement process has, therefore, been opened to secure services in the HPCDS Schemes affected by existing providers’ decisions not to deliver them from 1 October 2018.

Under this procurement process, Applicants are invited to submit a Tender for an Exclusive Schedule under a 2013 Standard Civil Contract (as amended) (“**HPCDS Contract or Contract**”) to deliver HPCDS services in specific courts from 1 October 2018 for an initial 12-month period to 30 September 2019 with the right for the LAA to extend the contract from 1 October 2019 for a maximum further 12 months.

The LAA is offering up to four contracts in each of the following HPCDS Schemes:

<b>HPCDS Scheme</b>
Bodmin and Truro
Chichester, Horsham and Worthing

**Please note** Chichester court is closing December 2018 and work will be delivered from an Alternative Hearing Location at: Chichester District Council Chichester District Council, East Pallant House, Chichester, West Sussex, PO19 1TY. Date to be confirmed.

Colchester

**Please note** Colchester court is closing early 2019 and work will be delivered from Chelmsford court, where an independent (i.e. non-legally aided) HPCDS operates. Date to be confirmed.

Winchester

The LAA is seeking to award HPCDS Contracts to Applicants who:

- are able to deliver HPCDS Services through an Office based in the corresponding Housing and Debt Procurement Area and hold authorisation in the Housing and Debt Categories of Law under a 2018 Standard Civil Contract; and
- have relevant and recent experience of delivering HPCDS services; and
- are able to deliver HPCDS services from 1 October 2018.

Where the LAA is unable to secure HPCDS services from organisations able to meet all these requirements, it will consider Tenders from Applicants able to meet only some of them (see section 7).

HPCDS will be scheduled through rotas. Successful Applicants will be required to attend and deliver HPCDS services where requested by Clients at all housing possession listings included in the relevant Scheme during their allocated rota weeks (see paragraphs 1.4 – 1.5).

The allocation of Contract Work to an Applicant is dependent on the number of contracts awarded in a HPCDS. In submitting a Tender, therefore, Applicants must be willing to deliver a minimum of one week in four and a maximum of all weeks of a HPCDS rota (i.e. the entire HPCDS) in the Scheme(s) they have tendered for. In exceptional circumstances, the minimum frequency may be lower. This is to allow for the outcome of any Applicant's successful appeal in respect of a decision made that its SQ Response is unsuccessful (see paragraph 7.28)

It is a condition of any award of an HPCDS Contract that Applicants must hold and comply with the 2018 Standard Civil Contract and have and maintain an authorisation to undertake mainstream (i.e. non-HPCDS) Contract Work in the Housing and Debt Categories of Law from 1 October 2018.

The HPCDS Contract being awarded through this procurement process will maintain the current 2013 Standard Civil Contract exclusive schedule arrangements for HPCDS services.

The 2013 Standard Civil Contract has been amended to take account of the fact that the only Contract Work authorised under the HPCDS Contract is HPCDS Contract Work. In addition, there have been amendments made to cover the changes to data protection

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legislation. Whilst the 2013 Standard Civil Contract incorporates the terms of the Contract for Signature to the 2013 Standard Contract, the HPCDS Contract is offered and accepted by successful Applicants under the terms of a separate offer letter. The separate offer letter details the amendments to the 2013 Standard Civil Contract (please see Annex B).

**The Deadline for submitting Tenders is 5pm on 7 September 2018 (“Deadline”)**

Applicants wishing to deliver services under the HPCDS Contract must submit a Tender which consists of:

- i. a response to the Selection Questionnaire for a HPCDS Contract (“**SQ Response**” or “**SQ**”); and
- ii. a response to one or more HPCDS ITT(s) (“**ITT Response**”).

This Information for Applicants document (“**IFA**”) provides information about the HPCDS Contract ITTs, including how Applicants submit a Tender, and the rules governing this element of the procurement process.

Before submitting their Tender, Applicants must read this IFA in its entirety and all supplementary information provided, such as Frequently Asked Questions (“**FAQs**”). Applicants are also strongly advised to read the HPCDS Contract in full to ensure that they understand the full nature and extent of the obligations they are proposing to accept.

Where an Applicant is notified of the LAA’s intention to award them a HPCDS Contract subject to verification, it is the Applicant’s sole responsibility to ensure they provide all necessary verification information.

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at Annex E or in the HPCDS Contract which is available alongside this IFA and words denoting the singular include the plural and words denoting the plural include the singular.

**Timetable**

Below is a list of indicative dates for key activities as part of this procurement process. These dates may be subject to change and the LAA will notify Applicants of any changes through the e-Tendering system.

<b>Activity</b>	<b>Timescale</b>
Procurement process opens	13 August 2018
Deadline for questions about this IFA	23.59 on 21 August 2018
Questions and answers document published (if required)	Week commencing 27 August 2018
Deadline for submission of Tenders	5pm on 7 September 2018
Outcome of Tenders notified to Applicants	Week commencing 17 September 2018
Contract Start Date	1 October 2018

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## SECTION 1: OVERVIEW

### About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is **5pm on 7 September 2018**. All Tenders must be completed and submitted using the e-Tendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

### What are Applicants tendering for?

- 1.3 The LAA is offering up to four contracts in each of the following Schemes:

HPCDS Scheme
Bodmin and Truro
Chichester, Horsham and Worthing <b>Please note</b> Chichester court is closing December 2018 and work will be delivered from an Alternative Hearing Location at: Chichester District Council Chichester District Council, East Pallant House, Chichester, West Sussex, PO19 1TY. Date to be confirmed.
Colchester <b>Please note</b> Colchester court is closing early 2019 and work will be delivered from Chelmsford court, where an independent (i.e. non-legally aided) HPCDS operates. Date to be confirmed.
Winchester

- 1.4 HPCDS will be scheduled through rotas. Successful Applicants will be required to attend and deliver HPCDS services where requested by Clients at all housing possession listings included in the relevant Scheme during their allocated rota weeks (see paragraph 1.5).
- 1.5 The allocation of Contract Work to an Applicant is dependent on the number of contracts awarded in a HPCDS. In submitting a Tender, therefore, Applicants must be willing to deliver a minimum of one week in four and a maximum of all weeks of a HPCDS rota (i.e. the entire HPCDS) in the Scheme(s) they have tendered for, subject to the rule set out at paragraph 7.28. The following table illustrates the allocation of work by rota weeks to successful Applicants in a specific Scheme:

	<b>Number of Tenders received by LAA to deliver HPCDS Contract Work in a specific Scheme</b>	<b>Following assessment of Tenders, the number of successful Applicants (to be notified of LAA's intention to award them an Exclusive Schedule under the HPCDS Contract for the Scheme</b>	<b>The resulting allocation of Contract Work by number of rota weeks for the Scheme</b>
<b>Example 1</b>	Four Tenders received	LAA notification of intention to award HPCDS Contract to all four Applicants	One week in every four
<b>Example 2</b>	Three Tenders received	LAA notification of intention to award HPCDS Contract to all three Applicants	One week in every three
<b>Example 3</b>	Two Tenders received	LAA notification of intention to award HPCDS Contract to both Applicants	One week in every two
<b>Example 4</b>	One Tender received	LAA notification of intention to award HPCDS Contract to the sole Applicant	All weeks because all work in Scheme awarded to sole Applicant

1.6 In some Schemes HMCTS have already consulted upon changes to the court estate which affect HPCDS included in this procurement process. Where applicable this IFA sets out the information on these court closures and corresponding impact as the LAA currently understands it to be. Applicants bidding for those Schemes are encouraged to ensure that they are aware of the proposed changes and timetable within which they are expected to take place. The LAA will provide updates to Applicants in the affected Schemes when more information is made available to it.

1.7 A Tender to deliver Contract Work in a specific Scheme under a HPCDS ITT is known as an **“Individual Bid”**.

**Who can bid?**

1.8 This Procurement Process is open to:

- i. any organisation that has been notified of the LAA's intention to award it a 2018 Standard Civil Contract in the Housing and Debt Categories at the Office(s) from which it has tendered through the Main Face to Face Procurement Process and who has successfully verified its tender in those Categories of Law; and

- ii. any organisation that has been notified of the LAA's intention to award it a 2018 Standard Civil Contract in the Housing and Debt Categories at the Office(s) from which it has tendered through the Supplemental Face to Face Procurement Process and who successfully verifies its tender in those Categories of Law; and
- iii. any organisation who has or intends to bid to deliver a 2018 Standard Civil Contract in the Housing and Debt Categories at the Office(s) from which it has tendered through the Further Face to Face Procurement Process and who is subsequently notified of the LAA's intention to award it a 2018 Standard Civil Contract in the Housing and Debt Categories and who successfully verifies their tender in those Categories of Law.

1.9 The LAA will not accept subcontracting or consortia arrangements for the delivery of HPCDS although the use of Agents is permitted, as set out at paragraphs 1.23 – 1.25.

### **About this HPCDS Contract**

1.10 HPCDS Contract Work must be delivered from 1 October 2018. The Contract Period is a period of 1 year from that date (subject to the LAA's rights of early termination and LAA's right to extend the Contract for up to a further 1 year).

1.11 The HPCDS Contract consists of and is formed of the following parts:

- The Offer Letter (*also known as the Contract for Signature and including the annex*)
- The HPCDS Schedule(s) (*which set out the Scheme(s) a Provider is authorised to undertake work in and any bespoke terms relevant to the delivery of Contract Work including the Rota Arrangements*);
- The 2013 Standard Civil Contract Specification, as amended (which governs how HPCDS Contract Work must be delivered). This is comprised of the General Rules to the 2018 Standard Civil Contract Specification (sections 1-6) and the Category Specific Rules of the 2013 Standard Civil Contract (section 10 only) as amended to relate solely to HPCDS Contract Work; and
- The 2018 Standard Civil Contract Standard Terms.

### **Payment**

1.12 The rules regarding remuneration for HPCDS work are set out in paragraphs 10.19 – 10.23 of the 2013 Standard Civil Contract Specification Category Specific Rules.



- 1.13 HPCDS Contract Work is Controlled Work. Payment will be monthly in arrears for work done. Payment will be made separately from the Standard Monthly Payment or Variable Monthly Payment for other Controlled Work.
- 1.14 The LAA will pay Providers for HPCDS Controlled Work properly carried out in accordance with the Contract through a standard fee scheme. The rates payable are those which apply to the 2013 Standard Civil Contract. They are set out in the Remuneration Regulations in Schedule 1 at Table 6. This is available at <https://www.legislation.gov.uk/ukSI/2013/422/schedule/1/made>
- 1.15 The rate is payable per client and covers all work for a client under the Scheme (including e.g. advice, representation, advice in writing) so that no additional payments will be made. There are no additional payments for travel or waiting.
- 1.16 Additionally, if in any HPCDS session, no work has been performed for clients the LAA will pay on the basis that one client was seen during the session.
- 1.17 For the purpose of a HPCDS, “session” means either a morning or afternoon period when the court is in session. Consequently, a court can list a maximum of two sessions per day e.g. 10am – 12 noon and 2pm – 4pm. However, there must be a clear break between sessions listed on the same day for two payments to be claimed. Where the court lists a full day session e.g. from 10am – 4pm without a clear break, only one payment can be claimed for this full day session.

## **Reporting**

- 1.18 The rules regarding reporting HPCDS Contract Work are set out in paragraph 10.26 of the Category Specific Rules to the 2013 Standard Civil Contract Specification (as amended).
- 1.19 Reporting of work done will be separate from reporting for other Controlled Work. Payment will be triggered by the LAA’s receipt of correctly completed monthly monitoring forms on or before their respective due date.
- 1.20 Although eligibility does not depend on the client’s financial situation, the LAA does require a short means assessment questionnaire to be carried out for each client seen. This is to let the LAA know how many clients would be eligible for the HPCDS if there were a means test, and to measure the impact a means test might have.

## **Matter start boundaries**

- 1.21 If Providers provide services at Court and, within six months of doing so, subsequently open a new Housing Matter Start in relation to the same case then they cannot claim any payment for providing the Services at Court. However, they may include the time spent under the HPCDS within their claim for the Legal Help Matter Start.

## Using Agents

- 1.22 For the purposes of the HPCDS, an Agent is an individual caseworker not employed by the Provider used in the provision of the scheme.
- 1.23 Applicants intending to use Agents should familiarise themselves with the relevant clauses in the 2018 Standard Civil Contract on using Agents. In particular, as the delegation, will, of necessity be of the entire Act of Assistance, because HPCDS cover one-off advice at Court, the conditions in paragraph 2.5 of the General Rules to the 2018 Standard Civil Contract Specification must be satisfied. This means that:
- a) The Agent's work is subject to the Provider's supervision;
  - b) The Agent is integrated into the Provider's processes, including Data Protection and Equal Opportunities, and is shown in your management structure;
  - c) The Agent's work is covered by the Provider's insurance;
  - d) The Provider retains responsibility for each Act of Assistance or case undertaken by the Agent; and
  - e) Matters and cases undertaken by the Agent are not referred to a separate organisation.
- 1.24 Where an Applicant specifies the use of Agents in its ITT Response, an authorisation to use Agents in that way will form part of the HPCDS Schedule.

## About the HPCDS service

- 1.25 The HPCDS service offers "on-the-day" emergency face-to-face advice and advocacy in court to anyone facing possession proceedings. Anyone in danger of eviction or having their property repossessed can access legal advice and representation on the day of their hearing, regardless of their financial circumstances.
- 1.26 The Scheme covers the following types of proceedings at court:
- (a) private rented possession proceedings;
  - (b) public/registered social landlord rented possession proceedings;
  - (c) mortgage possession proceedings;
  - (d) applications to stay/suspend execution of warrants of possession; and
  - (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.

- 1.27 For Clients within the scope of the Scheme, Providers must provide the following services:

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- (a) face-to-face advice to the Client on the day, prior to the hearing;
- (b) advocacy for the relevant proceedings on the day of the hearing;
- (c) face-to-face advice to the Client on the day, post the hearing, explaining the outcome and the options available to the Client;
- (d) on the day of the hearing, assisting Clients to liaise with third parties;
- (e) referrals to other providers to take on follow up work where the Provider is unable to take on this work under their Face to Face Contract or where the Client elects to receive assistance from an alternative provider;
- (f) referrals to other appropriate organisations where the Client may not be eligible for Legal Aid;
- (g) send a letter to each Client setting out the advice given.

1.28 Under the HPCDS Contract, Providers or their Agents must advise, as required, on all HPCDS Cases that arise at the courts listed in their HPCDS Contract and/or any Alternative Hearing Venues. The scope of Contract Work is defined in the HPCDS Contract Specification.

1.29 Applicants should read the HPCDS Contract in its entirety for further details about HPCDS Contract Work. This can be found at Annex B of this IFA document.

## SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

- 2.1 Applicants wishing to deliver services under a HPCDS Contract must submit a Tender which consists of:
- i. a response to the SQ for a HPCDS Contract; and
  - ii. a response to one or more HPCDS ITTs
- 2.2 SQ and ITT Responses submitted must each be capable of assessment.
- 2.3 Applicants may not submit more than one response to the SQ and each ITT. Where an Applicant submits more than one SQ Response and/or more than one ITT Response for the same HPCDS Scheme, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 2.4 If an SQ Response is not submitted or is incapable of assessment it will be rejected
- 2.5 If an ITT Response is not submitted or is incapable of assessment it will be rejected.
- 2.6 An Applicant must ensure that its entire Tender is capable of concurrent delivery. Where it submits a response to multiple ITTs it is warranting that it will be able to deliver concurrent services under all of those ITTs if successful.

### Minimum requirements

- 2.8 All Applicants tendering for a HPCDS Contract must be able to provide evidence how they meet the following requirements:

Minimum Requirement	Evidence required
<p>The Applicant will hold a Face to Face Contract with authorisation to conduct Contract Work in the Housing and Debt Categories from the Office(s) from which it tenders.</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p> <p>The LAA will check its own records to ensure that Applicants have successfully verified their tender to deliver Contract Work in the Housing and Debt Categories under a 2018 Standard Civil Contract, or that they have submitted a tender under the Further Face to Face Procurement Process to deliver Housing and Debt Contract Work under a 2018 Standard Civil Contract and, where successful, that it verifies its tender by the relevant deadline</p>

<p>The Applicant must be able and willing to advise on all HPCDS Cases (as required) listed by a court(s) within the relevant Scheme</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p>
<p>The Applicant must have employed or have a Signed Engagement Agreement to employ, from the date the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the Contract Work in the relevant Scheme</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p>
<p>The Applicant must have access to an Authorised Litigator</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p>
<p>All Caseworkers delivering HPCDS Contract Work must:</p> <p>be competent and suitably experienced; and routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and</p> <p>be authorised to advise and represent Clients in relation to housing possession proceedings.</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p>

### SECTION 3: e-TENDERING SYSTEM

- 3.1 All Tenders must be completed and submitted using the e-Tendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk)
- 3.2 Applicants already registered on the e-Tendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the e-Tendering system to ensure these are up to date.
- 3.3 Where an Applicant already has multiple registrations on the e-Tendering system it should ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 3.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the e-Tendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the e-Tendering system guides available through the 'Technical Support and Guidance' link on the e-Tendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the e-Tendering system message board. Applicants must check the message board regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their e-Tendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender, can be actioned as necessary.
- 3.7 The SQ for a HPCDS Contract and the and HPCDS ITTs are available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the e-Tendering system.
- 3.8 All Applicants must submit a Response to the SQ for a HPCDS Contract and at least one of the HPCDS ITTs.
- 3.9 Applicants are not obliged to respond to all of the ITTs; they only need to submit a response to the SQ and to the ITT(s) relevant to the Scheme(s) they wish to deliver. Applicants must ensure that they access and respond to the correct SQ and the correct ITT(s).
- 3.10 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.11 Once Applicants have completed their response to the SQ and/ or a HPCDS ITT, they must submit it by clicking on the "Submit Response" button.
- 3.12 Applicants may amend and re-submit their response at any time up to the Deadline. If so amended and re-submitted, only the last response shall be assessed.
- 3.13 An Applicant may check that it has successfully submitted its SQ Response and ITT Response(s) by going to the 'My ITTs' screen, which should show the 'Response status'

as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its SQ Response and ITT Response(s) for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the e-Tendering system are up to date.

- 3.14 SQ and ITT Responses are sealed. This means that the LAA is unable to access submitted SQ and ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an SQ Response, ITT Response or Tender, nor can it confirm or if an SQ Response, ITT Response or Tender has been completed correctly.
- 3.15 All questions marked with a red asterisk on the e-Tendering system are mandatory. The e-Tendering system will not permit an Applicant to submit its SQ/ITT Response(s) unless answers to those questions are provided.
- 3.16 There is a button in the e-Tendering system called 'check mandatory questions'. By clicking on this the e-Tendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 3.17 When an Applicant submits its SQ Response/ ITT Response(s) for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the SQ Response/ ITT Response has been transmitted to the LAA and not whether the SQ Response, ITT Response or Tender is fully completed and/or will be assessed as being successful.

## **SECTION 4: COMPLETION OF THE SELECTION QUESTIONNAIRE**

- 4.1 A Response to the SQ for a HPCDS Contract must be submitted by all Applicants, regardless of whether an Applicant has submitted a SQ Response as part of the Main Procurement Process, the Supplemental Face to Face Procurement Process or the Further Face to Face Procurement Process.
- 4.2 The SQ can be found in Project 89 at ITT 584 – ‘HPCDS Contingency Contract Selection Questionnaire’ in the e-Tendering system.
- 4.3 The SQ contains a series of questions covering the following areas:
- Section A (non-assessed) - Organisation and contact details
  - Section B - Grounds for mandatory exclusion
  - Section C - Grounds for discretionary exclusion
  - Section D – Declarations
- 4.4 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex C.

### **Section A - Organisation and contact details**

- 4.5 This information is non-assessed but may be used in the verification of the Applicant’s Tender. Applicants who have yet to form legal entities may provide “N/A” responses to some questions within this section. Where successful, and as part of verification, they will be required to confirm, for example, their head office address or other details not provided as part of the Tender.

### **Sections B and C – Grounds for mandatory and discretionary rejection**

- 4.6 For each question the Applicant is presented with a series of drop down options from which to select a response.
- 4.7 Where a requirement is not met outright the Applicant will be provided with a series of ‘free text’ boxes in which to give further details (known as ‘exceptional circumstances’). These will be used by the LAA to consider whether those exceptional circumstances are deemed to be satisfactory for the Applicant to meet the SQ requirement.
- 4.8 Where the opportunity to provide exceptional circumstances is given, specific details in response to the supplemental questions are requested within the SQ. This must not be used as an opportunity to provide other supplementary information to an Applicant’s SQ Response and any information provided that is not relevant to the particular SQ requirement and explanation of exceptional circumstances will not be considered.
- 4.9 Subject to paragraph 4.10 below, the LAA will assess SQ Responses on the basis of information submitted by the Applicant in its SQ Response. SQ Responses for Sections B and C will be assessed on a pass or fail basis.



- 4.10 Where an Applicant's SQ Response states it does not meet the SQ requirements outright in questions C.8 (LAA contract terminations), C.9 (Peer Review) and C.10 (individuals prohibited from undertaking publicly funded work) the LAA will review its own records in assessing whether the requirements have been met. For all other questions in Section B and C, the LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to disqualify an Applicant for submitting false and/or misleading information as provided at paragraphs 9.29 - 9.31 of this IFA.

#### **Section D – Declaration**

- 4.11 A declaration in the form set out at Section D of the SQ (see Annex B below) must be provided by:
- (a) the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where Applicant is or intends to be authorised by the Solicitors Regulation Authority (SRA); or
  - (b) the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
  - (c) the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by CILEx Regulation (CILEx); or
  - (d) where the Applicant is not (and will not be) authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

## **SECTION 5: COMPLETION OF HPCDS ITTS**

- 5.1 A Tender will consist of a response made through the e-Tendering system to the SQ for a HPCDS Contract and one or more of the HPCDS ITTs.
- 5.2 The HPCDS ITTs can be found in the e-Tendering system as follows:
  - ITT 585 – HPCDS ITT for Bodmin and Truro Scheme
  - ITT 589 – HPCDS ITT for Chichester, Horsham and Worthing Scheme
  - ITT 586 – HPCDS ITT for Colchester Scheme
  - ITT 590 – HPCDS ITT for Winchester Scheme
- 5.3 Applicants must complete an ITT Response for each HPCDS they wish to deliver. Applicants must also submit a response to the SQ for a HPCDS Contract.
- 5.4 Each ITT contains a series of questions covering the following areas:
  - Office location (Section A)
  - HPCDS experience (Section B)
  - Ability to commence work on 1 October 2018 (Section C)
  - Agents (Section D)
  - Warranties and Declarations (Section E)
- 5.5 A full breakdown of each of the questions for each HPCDS ITT is included in the relevant ITT and is replicated at Annex D.
- 5.6 Applicants must respond to each question in the relevant ITT by selecting the correct drop-down option or by providing a typed answer in the free text box provided. Each free text box is limited to 2000 characters (including spaces).
- 5.7 Where a question requires a response from a drop-down menu, Applicants may either select an option from the drop-down list or, if they know the answer option they wish to select, use the quick search functionality by typing in the 'response' box in the e-Tendering system.
- 5.8 Where an Applicant is required to provide information in response to the questions in a HPCDS ITT, the responses required must relate to the Applicant that will be delivering the HPCDS and not to any Agents that will be used.
- 5.9 Before submitting its ITT Response an Applicant must check that it has answered all questions correctly. If an ITT Response is incomplete it may be assessed as unsuccessful.
- 5.10 Tenders, including ITT Responses, will not be opened by the LAA until after the Deadline and therefore if an Applicant's Tender is incomplete, this will only be identified on assessment, at which point it shall be too late for Applicant to submit any further information.

## SECTION 6: APPLICANTS' QUESTIONS

- 6.1 If an Applicant has a question about the procurement process to which they cannot find an answer either in this document or in the guidance provided in the e-Tendering system, they will be able to direct it through two different channels depending on the nature of the query.

### Questions about this IFA

- 6.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **23.59 on 21 August 2018**. This is referred to in the e-Tendering system as the 'End date for supplier clarification messages'.
- 6.3 All such questions must be submitted using the e-Tendering system message boards.
- 6.4 Because of the way the LAA downloads messages from the e-Tendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to. However, during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.
- 6.5 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages <https://www.gov.uk/government/publications/civil-2018-contracts-tender> in the 'Procurement Process for HPCDS Contracts from October 2018 Questions and Answers (Q&A)'.
- 6.6 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not be able to provide responses to questions about the process through any other method.

### Technical questions about how to operate the e-Tendering system

- 6.7 There is an e-Tendering helpdesk to provide technical support in relation to the use of the e-Tendering system. The helpdesk is **unable** to assist with problems with Applicants' own computer hardware or systems. For these types of issues Applicants should contact their own IT support.
- 6.8 Questions for the e-Tendering helpdesk should be emailed to: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.
- 6.9 The LAA recommends that Applicants start to complete their Tenders early so that they identify any areas in which they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time and accepts no responsibility if they are not.

6.10 Applicants should note that the e-Tendering helpdesk is the only method by which they can receive assistance on using the e-Tendering system.

## SECTION 7: TENDER ASSESSMENT

7.1 ITT Responses will be assessed in the following stages:

- Stage 1 – SQ assessment
- Stage 2 – Housing and Debt Tender check
- Stage 3 – HPCDS ITT assessment
- Stage 4 – Declarations and warranties assessment
- Stage 5 – Contract award (subject to verification where applicable)

Stage 1 – SQ assessment

- 7.2 The LAA will conduct an assessment of an Applicant's SQ Response in accordance with the assessment approach detailed in Annex C.
- 7.3 In the event that no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 7.4 The sole right of appeal is set out at paragraph 9.40 of this IFA. For the avoidance of doubt, that right of appeal applies solely where the LAA assesses the Applicant's SQ Response as unsuccessful.
- 7.5 Applicants that are assessed as having passed the SQ will proceed to stage 2 for the applicable ITT(s).

Stage 2 – Housing and Debt Tender check

- 7.6 As set out at paragraph 2.7, the LAA will check its own records to ensure that the Applicant:
- i. has been notified of the LAA's intention to award a 2018 Standard Civil Contract in the Housing and Debt Categories at the Office(s) from which it has tendered through the Main Face to Face Procurement Process and who has successfully verified its Tender in those Categories of Law; or
  - ii. has been notified of the LAA's intention to award a 2018 Standard Civil Contract in the Housing and Debt Categories at the Office(s) from which it has tendered through the Supplemental Face to Face Procurement Process and who has successfully verified its tender in those Categories of Law; or
  - iii. has bid to deliver a 2018 Standard Civil Contract in the Housing and Debt Categories at the Office(s) from which it has tendered through the Further Face to Face Procurement Process and who is subsequently notified of the LAA's intention to award a 2018 Standard Civil Contract in the Housing and Debt Categories and who successfully verifies its Tender in those Categories of Law.
- 7.7 Where an Applicant does not meet one of the circumstances set out in paragraph 7.6, the ITT Response will be rejected in its entirety. For the avoidance of doubt, where the deadline for verification occurs after either the deadline for submitting a Tender or after

notification of the outcome of this procurement process, for example because they have bid as part of the Further Face to Face Procurement Process and are subsequently unsuccessful or where Applicants do not submitted a Face to Face Housing and Debt Tender or do not successfully pass verification, the LAA will reject the ITT Response or Tender (as applicable) in its entirety or withdraw the HPCDS Contract award, as appropriate.

### Stage 3 – HPCDS ITT assessment

7.8 The LAA is seeking to award HPCDS Contracts to Applicants who:

- are able to deliver the HPCDS service through an Office based in the corresponding Housing and Debt Procurement Areas and which holds authorisation in the Housing and Debt Categories of Law; and
- have relevant and recent experience of delivering HPCDS in the past; and
- are able to deliver the HPCDS services from 1 October 2018.

However, where the LAA is unable to secure services from organisations able to meet all these requirements, it will consider bids from Applicants not able to meet all these requirements in full (see paragraphs 7.12 – 7.16).

Tender assessment where Applicants are able to satisfy all criteria in full

7.9 In assessing the Tenders received, the LAA will give first preference to organisations who are able to meet all of the following criteria:

- a. have tendered to deliver HPCDS services through an Office based in the corresponding Housing and Debt Procurement Area and have or will have authorisation to deliver Face to Face Housing & Debt Contract Work at this Office; and
- b. have experience of delivering HPCDS services in the last 3 years; and
- c. are able to commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

7.10 The LAA will check its own records to confirm that Applicants have experience of delivering HPCDS services within the last 3 years, as required. Where the LAA's own records do not confirm that, the Applicant will be assessed in accordance with paragraph 9.13 of this IFA.

7.11 Where the LAA receives a Tender(s) for a HPCDS from an Applicant(s) who meets all three requirements detailed at paragraph 7.9, it will award the HPCDS Contract(s) to this Applicant(s) only, up to a maximum of four Applicants. Example 1 below sets out how contracts will be awarded where Applicants are able to meet all three requirements detailed at paragraph 7.9:

### Example 1

The LAA receives two HPCDS ITT Responses for the Bodmin and Truro Scheme.

Applicant 1 provides:

- details of an Office in the Cornwall Housing and Debt Procurement Area
- confirmation of experience of delivering HPCDS services within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Applicant 2 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of Devon
- confirmation of experience of delivering HPCDS services within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

As Applicant 1 is able to meet each of the LAA's criteria in full, only Applicant 1 will be awarded a Contract to deliver the Bodmin and Truro Scheme.

Tender assessment where Applicants are able to satisfy the criteria in part

- 7.12 Where no Applicant for a particular Scheme is able to meet all three criteria, the LAA will give second preference to organisations who are able to meet the following criteria:
- a. have tendered to deliver HPCDS services through an Office based in a neighbouring Housing and Debt Procurement Area and have or will have authorisation to deliver Face to Face Housing & Debt Contract Work at this Office; and
  - b. have experience of delivering HPCDS services in the last 3 years; and
  - c. are able to commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.
- 7.13 The LAA will check its own records to confirm that Applicants have experience of delivering HPCDS Services within the last 3 years, as required. Where the LAA's own records do not confirm that the Applicant will be assessed in accordance with paragraph 9.13 of this IFA.
- 7.14 Where no Applicant for a Scheme can meet all the criteria in full but the LAA receives a Tender for a HPCDS from at least one Applicant who meets the second preference criteria detailed at paragraph 7.12, it will award HPCDS Contracts to this Applicant(s) only, up to a maximum of four HPCDS Contracts. Example 2 below sets out how contracts will be awarded where Applicants are able to meet the requirements detailed at paragraph 7.12:

## **Example 2**

The LAA receives three HPCDS ITT Responses for the Colchester Scheme.

Applicant 1 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of West Essex
- confirmation of experience of delivering HPCDS services within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Applicant 2 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of Suffolk
- confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Applicant 3 provides:

- details of an Office in the non-neighbouring Housing and Debt Procurement Area of Enfield
- confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

As both Applicants 1 and 2 are able to meet the second preference criteria by delivering the Service from an Office in a neighbouring Procurement Area, both Applicants 1 and 2 will be awarded a HPCDS Contract to deliver the Colchester Scheme.

- 7.15 Where Applicants are able to meet some but not all of the preference criteria set out in either paragraph 7.9 or 7.12 they may still apply for a HPCDS Contract and be successful through this procurement process.
- 7.16 In Schemes where the LAA does not receive bids from Applicants able to meet the requirements set out in paragraphs 7.9 or 7.12 the LAA will give third preference to organisations who:
- i.a. have tendered to deliver this Service through an Office based in the corresponding Housing and Debt Procurement Area and have or will have authorisation to deliver Face to Face Housing & Debt Contract Work at this Office;
  - i.b. and who have experience of delivering HPCDS Services in the last 5 years; and



i.c. are able to commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Or

ii. a. have tendered to deliver this Service through an Office based in the neighbouring Housing and Debt Procurement Area and have authorisation to deliver Face to Face Housing & Debt Contract Work at this Office;

ii.b and who have experience of delivering the Service in the last 5 years; and

ii.c are able to commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Or

iii.a have tendered to deliver this Service through an Office with authorisation to deliver Face to Face Housing & Debt Contract Work; and

iii.b who have experience of delivering the Service in the last 3 or 5 years; and

iii.c are able to commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

7.17 The LAA will check its own records to confirm that Applicants have experience of delivering HPCDS Services within the last 3 or 5 years, as required. Where the LAA's own records do not confirm that the Applicant will be assessed in accordance with paragraph 9.13 of this IFA.

7.18 Where the LAA receives Tenders from four or fewer Applicants who meet the criteria set out in 7.16, it will award Contracts to all Applicants who have tendered for the relevant Scheme through the rota system set out at paragraphs 1.4 – 1.5. 7.19 Where the LAA receives Tenders from more than four Applicants who meet the criteria set out in 7.16, the LAA will give preference to Applicants who have tendered to deliver this Service through an Office based in the corresponding Housing and Debt Procurement Area and have authorisation to deliver Face to Face Housing & Debt Contract Work at this Office and award Contracts to only those Applicants who meet the criteria set out in paragraph 7.16 i.a - c.

7.20 Where the LAA does not receive any Tenders which meet the criteria set out in paragraph 7.16 i.a - c, it will award Contracts to Applicants who the criteria set out in paragraph 7.16 ii.a - c.

7.21 Where the LAA does not receive any Tenders which meet the criteria set out in paragraphs 7.16i.a - c or 7.16 ii.a - c, it will award Contracts to Applicants who the criteria set out in paragraph 7.16 iii.a - c. An illustration of the rules set out in paragraphs 7.16 – 7.21 are set out in Examples 3 and 4 below:

**Example 3**

The LAA receives five HPCDS ITT Responses for the Chichester, Horsham and Worthing Scheme.

Applicant 1 provides:

- details of an Office in the Housing and Debt Procurement Area of West Sussex
- confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Applicant 2 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of Hampshire
  - confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Applicant 3 provides:

- details of an Office in the Housing and Debt Procurement Area of West Sussex
- confirmation of experience of delivering HPCDS Contract Work within the last 5 years

confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Applicant 4 provides:

- details of an Office in the Housing and Debt Procurement Area of West Sussex
- confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Applicant 5 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of Hampshire
- confirmation of experience of delivering HPCDS Contract Work within the last 5 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

None of the HPCDS ITT Responses received meet the criteria set out in paragraphs 7.9 and 7.12.

As set out at paragraph 7.19 as the LAA has received Tenders from more than four Applicants who meet the criteria set out in 7.16(i) – (iii), the LAA will give preference to Applicants who have tendered to deliver this Service through an Office based in the corresponding Housing and Debt Procurement Area and have authorisation to deliver Face to Face Housing & Debt Contract Work at this Office.

In this example, Applicants 1, 3 and 4 will be awarded Contracts. Applicants who have Tendered from an Office in the relevant Housing and Debt Procurement Area and award Contracts to only those Applicants who meet the criteria set out in paragraph 7.16 i.a - c

#### **Example 4**

The LAA receives two HPCDS ITT Responses for the Winchester Scheme

Applicant 1 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of West Sussex
- confirmation of experience of delivering HPCDS Contract Work within the last 5 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018.

Applicant 2 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of Hampshire
- confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they can commence the delivery of HPCDS services under a HPCDS Contract from 1<sup>st</sup> October 2018

None of the HPCDS ITT Responses received meet the criteria set out in paragraphs 7.9 and 7.12.

As set out at paragraph 7.17 where the LAA receives Tenders from four or fewer Applicants who meet the criteria set out in 7.16, it will award Contracts to all Applicants who have tendered for the relevant Scheme.

#### Stage 4 - Declarations and warranties assessment

7.22 The LAA will review the warranties and declarations given in an Applicant's ITT Response (Section E of each HPCDS ITT) to ensure the Applicant has provided the necessary declarations and warranties.

7.23 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.

7.24 Where the Applicant fails to provide the necessary declarations and warranties, the whole ITT Response may fail.

7.25 Applicants who are assessed as having provided the necessary declarations and warranties will be eligible for the award of a HPCDS Contract, and their Tender will be assessed as successful.

#### Stage 5 – Contract award (subject to verification where applicable)

7.26 All Applicants will be notified of the outcome of their Tender through the e-Tendering message board.

7.27 The LAA intends to notify Applicants of the outcome of their Tender in September 2018.

7.28 Where an Applicant's SQ Response is assessed as unsuccessful the Applicant's ITT Response(s) will not be assessed, unless any appeal made by the Applicant is successful. In the event of a successful appeal the LAA reserves the right to award more than four contracts in any Scheme.

7.29 The sole right of appeal right is set out at paragraph 9.40 of this IFA. This applies only to the outcome of the LAA's assessment of an Applicant's SQ Response as unsuccessful.

7.30 There is no right of appeal against the LAA's assessment of ITT Responses.

#### Stage 6 – Verification

7.31 Applicants who have not already concluded the verification process of their Face to Face Housing and Debt Tender and/or have yet to be notified of the outcome of their Tender and who are notified that they have been successful in this procurement process will be required to verify their Tender following the verification process detailed in the relevant Face to Face Information For Applicants.

## **SECTION 8: NOTIFICATION OF TENDER OUTCOMES**

- 8.1 The LAA will notify Applicants whose SQ Response has been assessed as unsuccessful in accordance with the timetable set out earlier in this IFA at page 3.
- 8.2 Where unsuccessful, Applicants will be notified of the outcome of their SQ Response through the e-Tendering system message board. Notifications to those Applicants will include reasons why their SQ Response has been assessed as unsuccessful.
- 8.3 Where an Applicant's SQ Response is assessed as unsuccessful the Applicant's ITT Response(s) will not be assessed, unless any appeal made by the Applicant is successful.
- 8.4 The sole right of appeal is set out at paragraph 9.40 of this IFA. The sole right of appeal applies only to the outcome of the LAA's assessment of an Applicant's SQ Response as unsuccessful.
- 8.5 Where the LAA assesses an Applicant's SQ Response as being successful, the ITT Response(s) submitted by the Applicant will then be assessed and Applicants will be notified in accordance with the timelines set out in this IFA.

## **SECTION 9: GENERAL RULES OF THIS PROCUREMENT PROCESS**

### **Introduction**

- 9.1 This procurement process is governed by this IFA which represents a complete statement of the rules of the procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral. References to 'Tender' include, as applicable, any submission forming part of a Tender such as the SQ Response and Response to ITTs.
- 9.2 'Legal services' are classified as Social and Other Specific Services to which The Public Contracts Regulations 2015 (the "Regulations") only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to the procurement of Social and Other Specific Services.
- 9.3 This IFA and any supplementary documents issued as part of this procurement process (including the SQ and the ITTs) are governed and construed in accordance with English Law.

### **Submitting a Tender**

- 9.4 The Applicant agrees to comply with the rules (contained in this Section 9 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA e-Tendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's Tender as unsuccessful.
- 9.5 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) by the Deadline. For the purposes of the Deadline, the time specified on the e-Tendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:
- (a) any requests by the Applicant to amend or submit the Tender after the Deadline; or,
  - (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender
- and the Applicant accepts all responsibility for ensuring all parts of its Tender are submitted through the e-Tendering system by the Deadline.
- 9.6 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) using the e-Tendering system at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.
- 9.7 A Tender must be authorised by one of the following:
- (a) the Applicant's COLP, HOLP or CM (or proposed COLP, HOLP or CM); or,
- Legal Aid Agency – HPCDS Contract for Contingency Period Procurement Process IFA V2.0

- (b) where the Applicant is not authorised by a Relevant Professional Body, a member of Key Personnel who either:
  - (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or
  - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant
- 9.8 The Applicant must submit a complete Tender prior to the Deadline. The Applicant must reply to every question in the Tender and upload all requested documentation, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information.
- 9.9 The Applicant may only submit one Tender (i.e. one SQ Response and a maximum of one HPCDS ITT Response per Scheme). Where an Applicant submits more than one ITT Response for a 2018 Contract in the same Scheme, the LAA will assess only the last ITT Response submitted prior to the Deadline.
- 9.10 The Applicant may amend and re-submit its Tender at any time up to the Deadline. Only the last Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.
- 9.11 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 9.12 Subject to the LAA's right to clarify at paragraph 9.27, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 9.13 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 9.14 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 9.15 The Applicant, by submitting a Tender, warrants to the LAA that:
  - (i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;
  - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and

- (iii) it has capacity to concurrently deliver all of the services it has submitted a Tender for.
- 9.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 9.17 By submitting a Tender the Applicant agrees to be bound by the Contract without further negotiation or amendment.
- 9.18 The Applicant must monitor and respond as appropriate to messages received through the e-Tendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the e-Tendering system, including that outlined in 9.21 will be deemed to have been received by the Applicant at the time of transmission in the e-Tendering system. The time specified in the e-Tendering system shall be the definitive time.
- 9.19 Any Frequently Asked Questions published through the e-Tendering system in accordance with Section 6 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.
- 9.20 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

#### **Right to Cancel or Amend the Procurement Process**

- 9.21 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/civil-2018-contracts-tender> and notified to individual Applicants through a message on the e-Tendering system.
- 9.22 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with 9.21 before the Deadline may be rejected.
- 9.23 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 9.24 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 10 will take precedence.
- 9.25 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the



Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

### **Right to Clarify / Verify**

- 9.26 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. It will not do so where this would afford an Applicant the opportunity to improve its Tender by submitting a changed bid which would constitute a new tender. Where it does exercise its discretion to seek clarification or verification, in making its decision following receipt of an Applicant's response, the LAA will not take into account any information received which falls outside of the scope of the specific clarification or verification it is seeking.
- 9.27 Where the LAA contacts the Applicant in circumstances outlined in 9.26, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date may not be taken into account by the LAA when evaluating the Applicant's Tender.
- 9.28 The ITTs request some non-assessed information that the LAA requires to be able to progress the issuing of contract documentation. Where this non-assessed information is not provided or is inaccurate in the Tender, the LAA may contact the Applicant for these details. If the Applicant fails to provide the accurate information requested this will not result in a Tender being unsuccessful. However, this may delay the issuing of contract documentation to an Applicant who has been successful. That may prevent the Applicant from commencing and being paid for services under the Contract.

### **Right to Exclude**

- 9.29 If the LAA receives information to suggest that any aspect of the Applicant's Tender is false, misleading or incorrect in any material way it may undertake such enquiries as it considers necessary to determine the accuracy of the Tender. The Applicant must assist with any such enquiries.
- 9.30 The LAA reserves the right at its absolute discretion to disqualify from the procurement process any Applicant for submitting:
- (i) false information; and/or
  - (ii) information which misrepresents the Applicants actual position; and/or
  - (iii) misleading information.
- 9.31 Paragraph 9.30 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

## **Canvassing**

- 9.32 The Applicant (including its employees and agents) must not, whether directly or indirectly:
- (a) canvass, or attempt to obtain any information from, any Ministers, officers, employees, agents or advisers of the LAA in connection with this procurement process; or
  - (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

## **Collusion**

- 9.33 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:
- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;
  - (b) Communicating to any other person any information relating to any fees or rates contained in the Applicant's Tender which will be competitively assessed as part of the procurement process, unless such communication is with a person who is a participant in the Applicant's Tender;
  - (c) Entering in to any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
  - (d) Sharing, permitting or disclosing access to any information relating to its Tender.
- 9.34 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 10.34, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant from any further involvement in this procurement process.

## **Award**

- 9.35 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA. The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon re-assessment, the Applicant's Tender is deemed to be unsuccessful or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a contract. Failure to notify the LAA of a material change may result in disqualification from the procurement process and/or termination of the contract.

- 9.36 The LAA reserves the right, prior to any execution of a Contract, to carry out further due diligence checks as it deems necessary or appropriate. Where, as part of any due diligence, an Applicant is found not to comply with any of the minimum contract requirements which the Applicant committed to meeting in its Tender, the LAA will not proceed with any decision made to award a contract.
- 9.37 The LAA reserves the right to place additional contractual conditions on the award of a contract to an individual Applicant.
- 9.38 The award of a contract does not guarantee a minimum amount of work for the Applicant or that a minimum level of income will be generated for the Applicant as a result of that contract.

### **Appeal and costs and expenses of Tender**

- 9.39 There is no right of appeal against the LAA's assessment of HPCDS ITT Responses.
- 9.40 The Applicant's sole right of appeal is limited to circumstances where an Applicant, reasonably, on the information contained in the SQ Response (subject to paragraph 9.26), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.
- 9.41 There is no other right of appeal, including, for example, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.
- 9.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 9.43 Appeals should be submitted using the appeals pro forma which will be made available at <https://www.gov.uk/government/publications/civil-2018-contracts-tender>. The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 9.44 The LAA's Principal Legal Adviser (or an appointed representative) will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 9.45 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

### **Confidentiality, Data Protection & Freedom of Information**

- 9.46 The LAA may share any information contained in an Applicant's Tender with the provider of the e-Tendering system for the purposes of administering the procurement process.

- 9.47 The Applicant should note that under the Freedom of Information Act 2000 (the “FOIA”) the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 9.48 If an Applicant is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner’s current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 9.49 The Applicant must be aware that the receipt by the LAA of information marked ‘confidential’ does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA’s obligations under FOIA.
- 9.50 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 9.51 By submitting a Tender an Applicant consents and confirms that they have obtained all necessary consents from the relevant Data Subject to such Personal Data being processed and used in accordance with and/or for the purposes of administering the procurement process as contemplated by the IFA, the Tender and for the management of any Contract subsequently awarded.
- 9.52 The LAA and the Applicant anticipate that the LAA shall act as a Controller and Processor in respect of any Personal Data provided to it by the Applicant as a requirement of the Tender.
- 9.53 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, on a continuing basis, that:
- (a) the Applicant has all the requisite and necessary authority (and has obtained and will maintain all necessary consents) required under and/or in connection with the Data Protection Laws to disclose the Personal Data to the LAA in connection with the Tender to enable the LAA to carry out the procurement process; and
  - (b) all the Data Subjects whose Personal Data is provided by the Applicant to the LAA have consented to the Processing of such Personal Data for the purposes of the Applicant’s participation in the Tender (and/or that the Applicant otherwise has a legal basis for providing such Personal Data to the LAA for the purposes of its participation in the Tender) and within 7 days of any request by the LAA, the Applicant shall provide the LAA with evidence of such lawful basis and/or consent (as the case may be); and

- (c) the Applicant shall at all times during the Tender process comply with the Data Protection Laws.
- 9.54 The Applicant agrees that it shall notify the LAA immediately if any Data Subject revokes, withdraws and/or changes their consent to the disclosure of the Personal Data to the LAA in connection with the Tender.
- 9.55 The LAA shall implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed on the LAA by the Security Requirements.
- 9.56 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.
- 9.57 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.
- 9.58 Following completion of this procurement process, the LAA will retain copies of the Tender for such time as it considers reasonable to satisfy the LAA's audit obligations and for any associated contract management purposes.

### **Copyright & Intellectual Property Rights**

- 9.59 The information contained in this IFA is subject to Crown Copyright. Applicants may, subject to 10.61, re-use this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, complete the online enquiry form: <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>
- 9.60 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of Housing Possession Court Duty Scheme Services in England and Wales from 1 October 2018, Exclusive Schedule under 2013 Standard Civil Contract (as amended) for contingency Period Invitation To Tender Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

## ANNEX A: Scheme Guides

### Housing Possession Court Duty Scheme: Bodmin and Truro

This guide is designed to provide information on Bodmin and Truro Scheme for HPCDS services from October 2018. It provides information on the Scheme and courts covered.

#### About the court locations in this Scheme

The court locations to be served in this Scheme are Bodmin County Court and Family Court and Truro County Court and Family Court.

#### Alternative Hearing Venues

It is possible that some listings may be allocated by courts in the Scheme to Alternative Hearing Venues (e.g. another non-court venue). The use of Alternative Hearing Venues may begin or change throughout the life of the Contract. It is expected that Alternative Hearing Venues will be located either within or close to the Scheme. At present, there are no known Alternative Hearing Venues in this Scheme.

Court locations covered by the Bodmin and Truro Scheme	Address	Contact details and Opening times	Parking Information
Bodmin Magistrates & County Court and Family Court Court location/ tribunal no.136	Bodmin County Court and Family Court hearing centre The Law Courts Launceston Road Bodmin Cornwall PL31 2AL	Enquiries: <a href="tel:01208261580">01208 261 580</a> Bailiffs: <a href="tel:01872267450">01872 267450</a> Fax: <a href="tel:0120877255">01208 77255</a>  Court building open: Monday to Friday 9am to 4pm. Court counter open: 10am to 2pm	Free on-site parking is available at this venue. Off-site parking is not available within 500m of this venue.
Truro County Court and Family Court. Court location/ tribunal no. 354	Truro County Court and Family Court hearing centre Edward Street Truro Cornwall TR1 2PB	Enquiries: <a href="tel:01872267460">01872 267 460</a> Bailiffs: <a href="tel:01872267450">01872 267450</a>  Court building open: Monday to Friday 8:30am to 5pm. Court counter open: 10am to 2pm	On-site parking is not available at this venue. Paid off-site parking is available within 500m of this venue

#### Corresponding and Neighbouring Housing and Debt Procurement Areas

When submitting their Tender, Applicants should confirm the Housing and Debt Procurement Area in which their Office is based by using the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>

For the avoidance of doubt, for the purposes of this procurement process details of the corresponding and neighbouring Housing and Debt Procurement Areas are:

Corresponding Housing and Debt Procurement Area	Neighbouring Housing and Debt Procurement Area
Cornwall	Devon

### Historical volumes in the Bodmin and Truro Scheme

The tables below indicate historical information for the courts in the Scheme.

Acts of Assistance						
Court	Financial Year 2015/16		Financial Year 2016/17		Financial Year 2017/18	
	Volume	Value	Volume	Value	Volume	Value
Bodmin	42	£3,219.75	67	£4,793.85	49	£3,577.50
Truro	57	£4,293.00	62	£4,650.75	64	£4,722.30
Total	99	£7,512.75	129	£9,444.60	113	£8,299.80

Number of Sessions			
Court	Financial Year 2015/16	Financial Year 2016/17	Financial Year 2017/18
Bodmin	20	23	23
Truro	25	23	24
Total	45	46	47

Distribution of sessions by day of the week					
Court	Monday	Tuesday	Wednesday	Thursday	Friday
Bodmin	94.4%	0.0%	5.6%	0.0%	0.0%
Truro	0.5%	0.0%	99.5%	0.0%	0.0%
Total	43.6%	0.0%	56.4%	0.0%	0.0%

*All information relating to the volume and value of work included within the HPCDS Scheme Guide is based on information available to the LAA including information that has been reported by current providers and are exclusive of VAT. The LAA gives no guarantees or warranties regarding the accuracy of any information or regarding the actual volume or value of any HPCDS Contract Work during the contract period.*

## **Housing Possession Court Duty Scheme: Chichester, Horsham and Worthing**

### **Introduction**

This guide is designed to provide information on the Chichester, Horsham and Worthing Scheme for HPCDS Contract Work from October 2018. It provides information on the Scheme and courts covered.

### **About the court locations in this Scheme Area**

The court locations to be served in this Scheme are Chichester Combined Court Centre Court, Horsham County Court Family Court and Worthing County Court and Family Court

### **Alternative Hearing Venues**

It is possible that some listings may be allocated by courts in the Scheme to Alternative Hearing Venues (e.g. another non-court venue). The use of Alternative Hearing Venues may begin or change throughout the life of the Contract. It is expected that Alternative Hearing Venues will be located either within or close to the Scheme. At present, there are no known Alternative Hearing Venues in this Scheme.

<b>Court locations covered by the Chichester, Horsham and Worthing Scheme</b>	<b>Address</b>	<b>Contact details and Opening times</b>	<b>Parking Information</b>
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Chichester Combined Court Centre Court location/tribunal no 172	Chichester Combined Court Southgate Chichester PO19 1SX	Enquiries: enquiries@chichester.countycourt.gsi.gov.uk 01243 520 700  Court building open: Monday to Friday 9am to 4pm Court counter open: Monday to Friday 10am to 2pm for urgent appointments only	
Horsham County Court and Family Court Court location/tribunal No.227	The Law Courts Hurst Road Horsham West Sussex RH12 2ET	Enquiries: 01273 674421  Court building open: Monday to Friday 9am to 4pm. Court counter open: Appointments only	There is free public parking at or nearby this Court.
Worthing County Court and Family Court Court location/tribunal No.383	The Law Courts Christchurch Road Worthing West Sussex BN11 1JD	Appointments: 01903 221929  Enquiries: 01903 221 920  Court building open: Monday to Friday 8:45am to 4:30pm.  Court counter open: Counter service from 10am until 4pm is by appointment only for urgent matters	There is no public parking available at the Court site

### Corresponding and Neighbouring Housing and Debt Procurement Areas

When submitting their Tender, Applicants should confirm the Housing and Debt Procurement Area in which their Office is based by using the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>

For the avoidance of doubt, for the purposes of this procurement process details of the corresponding and neighbouring Housing and Debt Procurement Areas are:

Corresponding Housing and Debt Procurement Area	Neighbouring Housing and Debt Procurement Area
West Sussex	East Sussex; Portsmouth and the Isle of Wight; Surrey; Hampshire

### Historical volumes in the Chichester, Horsham and Worthing Scheme

The tables below indicate historical information for the courts in the Scheme.

**Please note** Chichester court is closing December 2018 and work will be delivered from an Alternative Hearing Location at: Chichester District Council Chichester District Council, East Pallant House, Chichester, West Sussex, PO19 1TY. Date to be confirmed.

Acts of Assistance						
Court	Financial Year 2015/16		Financial Year 2016/17		Financial Year 2017/18	
	Volume	Value	Volume	Value	Volume	Value
Chichester County Court	142	£10,160.10	162	£11,591.10	206	£14,739.30
Horsham County Court	108	£7,727.40	147	£10,517.85	145	£10,374.75
Worthing County Court	66	£4,722.30	91	£6,511.05	90	£6,439.50
<b>Total</b>	<b>316</b>	<b>£22,609.80</b>	<b>400</b>	<b>£28,620.00</b>	<b>441</b>	<b>£31,553.55</b>

Number of Sessions			
Court	Financial Year 2015/16	Financial Year 2016/17	Financial Year 2017/18
Chichester County Court	23	23	25
Horsham County Court	23	24	24
Worthing County Court	21	23	22
<b>Total</b>	<b>67</b>	<b>70</b>	<b>71</b>

Distribution of sessions by day of the week					
Court	Monday	Tuesday	Wednesday	Thursday	Friday
Chichester County Court	0.4%	0.0%	99.6%	0.0%	0.0%
Horsham County Court	98.5%	1.5%	0.0%	0.0%	0.0%
Worthing County Court	99.6%	0.4%	0.0%	0.0%	0.0%
<b>Total</b>	<b>55.5%</b>	<b>0.6%</b>	<b>43.9%</b>	<b>0.0%</b>	<b>0.0%</b>

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## **Housing Possession Court Duty Scheme: Colchester**

### **Introduction**

This guide is designed to provide information on the Colchester Scheme for HPCDS Contract Work from October 2018. It provides information on the Scheme and courts covered.

### **About the court locations in this Scheme Area**

The court location to be served in this Scheme is Colchester County Court and Family Court.

### **Alternative Hearing Venues**

It is possible that some listings may be allocated by courts in the Scheme to Alternative Hearing Venues (e.g. another non-court venue). The use of Alternative Hearing Venues may begin or change throughout the life of the Contract. It is expected that Alternative Hearing Venues will be located either within or close to the Scheme. At present, there are no known Alternative Hearing Venues in this Scheme.

<b>Court locations covered by the Colchester Scheme</b>	<b>Address</b>	<b>Contact details and Opening times</b>	<b>Parking Information</b>
Colchester County Court and Family Court Hearing Centre County Court location code: 176	Colchester County Court and Family Court Hearing Centre Falkland House 25 Southway Colchester CO3 3EG	Enquiries: 0344 892 4000 <a href="mailto:enquiries.colchester.countycourt@justice.gov.uk">enquiries.colchester.countycourt@justice.gov.uk</a>  Court building open: Monday to Friday 9am to 4pm. Court counter open: By prior appointment only. Telephone Enquiries from: 9am to 5pm	

### **Corresponding and Neighbouring Housing and Debt Procurement Areas**

When submitting their Tender, Applicants should confirm the Housing and Debt Procurement Area in which their Office is based by using the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>

For the avoidance of doubt, for the purposes of this procurement process details of the corresponding and neighbouring Housing and Debt Procurement Areas are:

<b>Corresponding Housing and Debt Procurement Area</b>	<b>Neighbouring Housing and Debt Procurement Area</b>
East Essex	West Essex; Suffolk

### **Historical volumes in the Colchester Scheme**

The tables below indicate historical information for the court in the Scheme.

Legal Aid Agency – HPCDS Contract for Contingency Period Procurement Process IFA V2.0

**Please note** Colchester court is closing early 2019 and work will be delivered from Chelmsford court, where an independent (i.e non-legally aided) HPCDS operates. Date to be confirmed.

Acts of Assistance						
Court	Financial Year 2015/16		Financial Year 2016/17		Financial Year 2017/18	
	Volume	Value	Volume	Value	Volume	Value
Colchester County Court	159	£11,376.45	137	£9,802.35	57	£4,078.35
<b>Total</b>	159	£11,376.45	137	£9,802.35	57	£4,078.35

Number of Sessions			
Court	Financial Year 2015/16	Financial Year 2016/17	Financial Year 2017/18
Colchester County Court	38	41	21
<b>Total</b>	38	41	21

Distribution of sessions by day of the week					
Court	Monday	Tuesday	Wednesday	Thursday	Friday
Colchester County Court	0.0%	100.0%	0.0%	0.0%	0.0%
<b>Total</b>	0.0%	100.0%	0.0%	0.0%	0.0%

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## **Housing Possession Court Duty Scheme: Winchester**

### **Introduction**

This guide is designed to provide information on the Winchester Scheme for HPCDS Contract Work from October 2018. It provides information on the Scheme and courts covered.

### **About the court locations in this Scheme Area**

The court location to be served in this Scheme is Winchester Combined Court Centre.

### **Alternative Hearing Venues**

It is possible that some listings may be allocated by courts in the Scheme to Alternative Hearing Venues (e.g. another non-court venue). The use of Alternative Hearing Venues may begin or change throughout the life of the Contract. It is expected that Alternative Hearing Venues will be located either within or close to the Scheme. At present, there are no known Alternative Hearing Venues in this Scheme.

<b>Court locations covered by the Winchester Scheme</b>	<b>Address</b>	<b>Contact details and Opening times</b>	<b>Parking Information</b>
Winchester Combined Court Centre Court location/tribunal no. 376	Winchester Combined Court The Law Courts Winchester Hampshire SO23 9EL	Enquiries: 01962 814 100 Court building open: Monday to Friday 8:30am to 5pm Court counter closed: 2:00pm	Parking is not available at the Court. However, the nearest car park is Tower Street/Sussex Street which is less than a five-minute walk, and there is a park and ride off Junction 11 as well as 2 further park and rides off junction 10 of the M3. Limited blue badge parking is available on site (please contact the venue for details).

### **Corresponding and Neighbouring Housing and Debt Procurement Areas**

When submitting their Tender, Applicants should confirm the Housing and Debt Procurement Area in which their Office is based by using the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>

For the avoidance of doubt, for the purposes of this procurement process details of the corresponding and neighbouring Housing and Debt Procurement Areas are:

<b>Corresponding Housing and Debt Procurement Area</b>	<b>Neighbouring Housing and Debt Procurement Area</b>
Hampshire	West Sussex; Dorset; Surrey; Berkshire; Wiltshire

## Historical volumes in the Winchester Scheme

The tables below indicate historical information for the court in the Scheme:

Acts of Assistance						
Court	Financial Year 2015/16		Financial Year 2016/17		Financial Year 2017/18	
	Volume	Value	Volume	Value	Volume	Value
Winchester	36	£2,575.80	41	£2,933.55	20	£1,431.00
<b>Total</b>	36	£2,575.80	41	£2,933.55	20	£1,431.00

Number of Sessions			
Court	Financial Year 2015/16	Financial Year 2016/17	Financial Year 2017/18
Winchester	20	21	14
<b>Total</b>	20	21	14

Distribution of sessions by day of the week					
Court	Monday	Tuesday	Wednesday	Thursday	Friday
Winchester	0.0%	99.0%	1.0%	0.0%	0.0%
<b>Total</b>	0.0%	99.0%	1.0%	0.0%	0.0%

*All information relating to the volume and value of work included within the HPCDS Scheme Guide is based on information available to the LAA including information that has been reported by current providers and are exclusive of VAT. The LAA gives no guarantees or warranties regarding the accuracy of any information or regarding the actual volume or value of any HPCDS Contract Work during the contract period.*

**ANNEX B: 2013 Standard Civil Contract, as amended**

 <b>Legal Aid Agency</b>	
	<p style="text-align: right;">Central Commissioning 13th Floor (13.55) 102 Petty France, London SW1H 9AJ DX 328 London <a href="http://www.gov.uk/government/organisations/legal-aid-agency">www.gov.uk/government/organisations/legal-aid-agency</a></p>
For attention of Contract Liaison Manager	
<b>Sent via email to:</b>	

***[date to be inserted]*** 2018

Our reference: HPCDS/

Dear Sir/Madam,

**ACTION REQUIRED TO ACCEPT HPCDS CONTRACT OFFER: Offer of 2013 Standard Civil Contract (as amended) to provide Housing Possession Court Duty Scheme (HPCDS) HPCDS Services from 1 October 2018 for contingency period**

We are writing further to our letter dated ***[date of award letter to be inserted when Contract issued for signature]***. In that letter we notified you of our intention to award you a 2013 Standard Civil Contract (as amended) to provide HPCDS Services from 1 October 2018. The award is further to the successful tender you submitted under the Legal Aid Agency procurement process which opened on 13 August 2018.

As you have now provided evidence to enable us to verify that you have met the minimum requirements under the procurement process, we are now in a position to award you your Contract for acceptance.

Accordingly, this letter (referred to as the “Offer Letter”) forms the Contract for Signature of your Contract. It contains some of the terms and conditions to your Contract. It also includes copies of the other Contract Documents which together comprise the Contract. Those Contract Documents are either annexed to this Offer Letter or available through an electronic link provided within it.

For the avoidance of doubt, the Offer is made by The Lord Chancellor (acting through the Legal Aid Agency) and the Contract you execute is made between the Lord Chancellor (acting through the Legal Aid Agency) whose head office is situated at 102 Petty France, London SW1H (and referred to in Contract Documents as “we/us/our”) and you **[Full name of Provider to be inserted when Contract issued for signature]** whose principal address is situated at **[address of Provider to be inserted when Contract issued for signature]** (and referred to in Contract Documents as “ you/your/the Provider”).

**To execute your Contract, you must complete, sign and date the acceptance form below and email a copy to us at [civil.contracts@legalaid.gsi.gov.uk](mailto:civil.contracts@legalaid.gsi.gov.uk) by no later than 23:59:59 on [X] September 2018. Your Contract is made on the date your last required authorised signatory signs and dates it.**

When you have executed your Contract, you will be required to deliver the HPCDS Service from 1 October 2018 as authorised under your HPCDS Schedule, including any Rota Arrangements, where applicable.

## Interpretation

References in this Offer Letter to:

- **Contract** means the 2013 Standard Civil Contract as amended by the terms of the Offer and which incorporates, within the Contract Documents, the HPCDS Schedule;
- **Contract Documents** means the documents which together comprise the Contract being the:
  - (a) Contract for Signature (including the Annex to the Contract for Signature);
  - (b) Standard Terms;
  - (c) HPCDS Schedule (Annex B);
  - (d) Category Specific Rules (Annex A); and
  - (e) General Rules to the Specification.



- **Contract for Signature** means this Offer Letter and both of those terms have the same meaning;
- **Contract Period** means, as the context requires, either: (i) the Interim Contingency Extension Period alone; or (ii) where we have given you notice under the provisions of your Contract for Signature that your Contract has been extended into the Run-off Contingency Extension Period, the sum of the Interim Contingency Extension Period and the Run-off Contingency Extension Period;
- **HPCDS Schedule** means the schedule setting out the Exclusive Schedule Arrangements for the HPCDS services you are authorised to and required to provide under Contract as incorporated as Annex B to this Contract (and as may be subsequently varied under the provisions of the Contract);
- **HPCDS Services** shall have the same meaning as the Service as defined in Paragraph 10.16 of the Category Specific Rules at Annex A;
- **Interim Contingency Period** means the period from 1 October 2018 to 23:59:59 hours on 30 September 2019;
- **Offer** means the offer to you on the terms and conditions as set out and/or referred to in this Offer Letter;
- **Rota Arrangement** means, where you are not the sole provider of HPCDS Services in a particular Scheme, a written arrangement setting out the frequency at which you are required to attend Court to provide the HPCDS Service, as set out in your HPCDS Schedule;
- **Run-off Contingency Extension Period** means any period from 1 October 2019 and ending on a date no later than 30 September 2020;
- **Scheme** means a Housing Court Possession Duty Scheme you are authorised and required to provide HPCDS Services in as set out in your HPCDS Schedule; and
- **Standard Terms** means the 2018 Standard Civil Contract Standard Terms.

For clarity of interpretation, and unless otherwise stated, any terms which are capitalised but not defined within this Offer Letter shall have the meaning given to them in the 2013 Standard Civil Contract (as amended by the terms of the Offer, where applicable).

Unless otherwise stated, references to “Clause” and “Annex” are to clauses of and annexes to this Offer Letter.

This Offer Letter is one of the Contract Documents which together form the Contract. Accordingly, the provisions of this Offer Letter shall be incorporated within the terms of your Contract and shall amend the terms of the 2013 Standard Civil Contract according to the order of priority set out below.

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In the event of any conflict between any of the provisions of this Offer Letter and any of the provisions of the Contract Documents, the conflict will be resolved by this Offer Letter taking priority over the remaining Contract Documents. In the event of any conflict between any of the provisions of the Contract Documents, the conflict will be resolved under the following order of priority:

- (a) the HPCDS Schedule;
- (b) the Category Specific Rules (Annex A);
- (c) the Standard Terms; and
- (d) the General Rules to the Specification.

## **Offer and agreement**

We wish to appoint you to provide the Service as specified in your HPCDS Schedule for the Contract Period and you are willing to provide the same and to accept such appointment on the terms and conditions of the Contract. Accordingly, this Offer and the Contract which results from your acceptance of it, is made in consideration of and conditional upon your acceptance of and compliance with the following terms:

### **1. Contract Condition**

- 1.1 The Contract is offered and, on the date executed by you, comes into force on the condition that you enter into and continue to hold at all times a 2018 Standard Civil Contract in the Housing and Debt Categories of Work.
- 1.2 If you do not comply with the condition set out at Clause 1.1, this Contract will terminate automatically and you will not be authorised to carry out any Contract Work or new Contract Work, as applicable, under it.

### **2. Contract Period**

- 2.1 The Contract Start Date shall be 1 October 2018, being the date from which you must provide the HPCDS Services in accordance with the terms and conditions of your Contract including but not limited to the HPCDS Schedule and any Rota Arrangements set out or referred to in Table 5 (Special Provisions and Restrictions) of your HPCDS Schedule.
- 2.2 The Contract will expire automatically on expiry of the Interim Contingency Period, save where we have given you not less than one month's notice that we wish to extend it into the Run-off Contingency Extension Period.
- 2.3 Where we extend the term of the Contract into the Run-off Contingency Extension Period we may exercise our right under Clause 2.2 on any number of occasions and for any period within the Run-off Contingency Extension Period provided that:
  - 2.3.1 on the occasion of each such extension, we give you not less than one month's notice;

2.3.2 the period of each such extension is not less than three months; and

2.3.3 the expiry date of each such extension shall be no later than 30 September 2020.

### **3. Amendments to 2013 Standard Civil Contract**

3.1 The 2018 Standard Civil Contract Standard Terms shall apply to the Contract in place of the 2013 Standard Civil Contract Standard Terms:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/727289/2018\\_Standard\\_Civil\\_Contract\\_Standard\\_Terms\\_July\\_2018\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727289/2018_Standard_Civil_Contract_Standard_Terms_July_2018_.pdf)

3.2 The General Rules to the 2018 Standard Civil Contract Specification shall apply to the Contract in place of the General Rules to the 2013 Standard Civil Contract Specification:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/727153/2018\\_Standard\\_Civil\\_Contract\\_Specification\\_General\\_Provisions\\_July\\_2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727153/2018_Standard_Civil_Contract_Specification_General_Provisions_July_2018.pdf)

3.3 To allow for the fact that the Contract only covers Contract Work within the scope of your HPCDS Schedule, the Category Specific Rules at Annex A shall apply to your Contract in place of the Category Specific Rules which apply to the 2013 Standard Civil Contract.

### **4. Predecessor Bodies**

For the purposes of Clause 1.27 of the Standard Terms the following include those organisations which are Predecessor Bodies:

*[List or state "None"]*

### **5. Annex**

The Annex to this Contract for Signature sets out information and terms specific to you as at the Contract Start Date. This information may be updated from time to time in accordance with the Contract. In such case we may issue you with an updated annex which shall form part of this Contract for Signature from the date specified in that annex.

### **6. General**

6.1 The HPCDS Services you are authorised and required to provide under your Contract are designated as Exclusive Schedule Arrangements for the purposes of Paragraph 1.29 of the General Rules.

6.2 Where you are not the sole provider in a particular Scheme, the Rota Arrangements which apply to your Contract are set out in your HPCDS Schedule.

6.3 For the avoidance of doubt, where no Rota Arrangements are set out in your Schedule in respect of a particular Scheme, you must provide the entire Service in that Scheme.

**7. Acceptance of Offer/Execution of Contract**

Where you wish to accept the Offer, you must complete the Offer acceptance form below and return it to the LAA by email at [civil.contracts@legalaid.gsi.gov.uk](mailto:civil.contracts@legalaid.gsi.gov.uk) by **23:59:59 on [X] September 2018**.

If you have any queries in relation to the content of this Offer Letter, please contact your Contract Manager.

Yours faithfully,

Shaun McNally

**Chief Executive (and authorised signatory for and on behalf of the Lord Chancellor)**

**Enclosed:**

**Annex to the Contract for Signature**

**Annex A: Category Specific Rules**

**Annex B: HPCDS Schedule**

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**OFFER ACCEPTANCE FORM**

**TO BE COMPLETED AND EMAILED TO [civil.contracts@legalaid.gsi.gov.uk](mailto:civil.contracts@legalaid.gsi.gov.uk) BY 23:59:59 ON [X] SEPTEMBER 2018**

**Provider principal (“lead”) Office Legal Aid Agency Account Number:**

.....  
***I/we [provider to insert name(s) of provider signatory(ies)]***  
.....  
.....

**being duly authorised to act for and on behalf of [full name of provider to be inserted]**  
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.....  
**ACCEPT** the terms of the Offer of a **2013 Standard Civil Contract (as amended) to provide the HPCDS Services under a HPDS Schedule** as set out in the Legal Aid Agency's Offer Letter dated **[X]** September 2018.

Signed by ..... Date.....

Signed by .....Date.....

For the avoidance of doubt, although only my principal or "lead" Office Legal Aid Agency account number is cited, where my organisation has more than one Office, I understand that my acceptance of the Offer applies to **all** Offices from which I am authorised by the Legal Aid Agency to carry out Contract Work under my HPCDS Schedule (and that, therefore, I do not need to complete a separate Offer acceptance form for each such Office).

*By signing above, you acknowledge and agree to be bound by the terms and conditions of the Contract.*

*This Contract may only be signed by a person who has the capacity to act on behalf of the above-named provider and who has been duly authorised to accept and bind that provider to its terms.*

*If you are a partnership, an appropriate partner must sign. If you are a sole practitioner solicitor, the sole practitioner (principal) must sign. If you are a company, an appropriate director must sign. If you are a limited liability partnership, an appropriate designated member must sign. If you are an unincorporated charity, two appropriate trustees must sign.*

## Annex to the Contract for Signature

Issue Number	Date of Issue
[insert number]	[insert date]

### A. Schedules

Your Schedule(s) are as follows:

Office Address	Schedule Reference
1. [Insert address]	[insert number]
2. (etc)	

### B Contact Details

For the purpose of Clause 2.5 of the Standard Terms, as at the Contract Start Date your Contract Liaison Manager is as set out in the table below:

Contract Liaison Manager:	[insert full name and contact details]
---------------------------	--

For the purpose of Clause 20.4(a) of the Standard Terms, your designated fax number, e-mail address, DX number and postal address as at the Contract Start Date are as set out in the table below:

Fax number:	[insert fax number]
E-mail address:	[insert email address]
DX number:	[insert DX number]
Postal address:	[insert postal address]
Telephone number:	[insert telephone number]

For the purpose of Clause 20.4(b) of the Standard Terms, our designated fax number, e-mail address, DX number and postal address are as at the Contract Start Date as set out in the table below:

Fax number:	01264 341908
E-mail address:	civil.contracts@legalaid.gsi.gov.uk
DX number:	DX 328 London
Postal address:	The Legal Aid Agency 102 Petty France, London, SW1H 9AJ

**C Quality Standard**

For the purposes of the Contract, you must hold valid Lexcel or Specialist Quality Mark (SQM) accreditation.

**Annex A**  
**2013 Standard Civil Contract**  
**Specification**  
**Category Specific Rules**



**PARAGRAPHS 10.1-10.15 OF THE 2013 STANDARD CIVIL CONTRACT SPECIFICATION CONTAIN THE CATEGORY SPECIFIC RULES FOR (NON-HPCDS) MAINSTREAM HOUSING AND DEBT CATEGORY CONTRACT WORK. AS THESE DO NOT APPLY TO THE CONTRACT (BECAUSE MAINSTREAM HOUSING AND DEBT CATEGORY CONTRACT WORK IS OUTSIDE OF ITS SCOPE) THEY HAVE BEEN DELETED IN THEIR ENTIRETY.**

**ACCORDINGLY, THE CATEGORY SPECIFIC RULES FOR HPCDS ARE SET OUT WITHIN PARAGRAPHS 10.16 TO 10.54 BELOW.**

**THE PARAGRAPH NUMBERING USED IN THE 2013 STANDARD CIVIL CONTRACT SPECIFICATION HAS BEEN RETAINED TO PRESERVE EXISTING CROSS-REFERENCING AND FOR EASE OF REFERENCE.**

### **Category Specific Rules**

#### **Section 10        Housing Possession Court Duty Scheme**

##### **10.1-10.15 [NOT USED]**

10.16 You may participate in the Housing Possession Court Duty Scheme only if you are authorised to do so under Exclusive Schedule Arrangements. Unless otherwise stated, in Paragraphs 10.16 to 10.55:

- (a) references to a Schedule refer to your Exclusive Schedule Arrangements for the Housing Possession Court Duty Scheme;
- (b) "the Scheme" means the Housing Possession Court Duty Scheme operating under this Contract; and
- (c) "the Service" means services you provide as part of the Scheme, as more specifically described at Paragraphs 10.18 and 10.38 to 10.39.

##### *The Schedule*

10.17 All work carried out under the Scheme is subject to any conditions or restrictions set out in that Schedule. You may only provide services under the Scheme during the period specified in your Schedule. When a Schedule expires but this Contract remains in force, we will issue you with a new Schedule unless you have given us at least one month's notice that you do not wish us to do so.

##### *The Service*

10.18 The Service involves the provision at a court of Legal Help and Help at Court to Clients and for cases described at Paragraphs 10.36 to 10.39 below. Subject to the terms of your Schedule, work covered by the Scheme may only be claimed for under this Contract.

### *Payment*

- 10.19 The Housing Possession Court Duty Scheme is Controlled Work. The payment provisions for all work under the Scheme are specified in the Remuneration Regulations.
- 10.20 Payment will be monthly in arrears for work done. Payments will be made separately from your Standard Monthly Payments for other Controlled Work. Periodically we will reconcile your Claims and payments. If, in any Housing Possession Court Duty Scheme session, you have performed no work for Clients we will pay you on the basis that you have seen one Client during the session and you are entitled to payment on that basis.
- 10.21 For the purpose of the Scheme, "session" means either a morning or afternoon period when the court is in session. Consequently, a court can list a maximum of two sessions per day. However, there must be a clear break between sessions listed on the same day for two payments to be claimed. Where the court lists a full day session, you will only be entitled to Claim one payment for this full day session.
- 10.22 The rate referred to in the Remuneration Regulations is payable per Client and covers all work for a Client under the Scheme so that no additional payments will be made. There are no additional payments for travel or waiting.
- 10.23 You must comply with the requirements to provide information about the Scheme by the specified times and your entitlement to receive payment is conditional on your doing so.

### *Matter Start rules*

- 10.24 If you provide the Service at court and, within six months of doing so, subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case then you cannot claim any payment for providing the Service at court. The costs of providing the Service will be included in the Housing or Debt Matter Start Fixed Fee provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract.
- 10.25 The rule at Paragraph 10.24 does not apply if you subsequently open a non-Housing/non-Debt Matter Start under your 2018 Standard Civil Contract (where you have authorisations in Categories other than Housing and Debt under that contract) after providing the Service at court. The Matter Start rules set out in Section 3 of the General Rules of the Specification to your 2018 Standard Civil Contract will apply in these circumstances.

### *Reporting*

- 10.26 You must report data about the Service to us in such form as we may specify. Monthly monitoring reports showing details of Clients assisted must be completed fully and returned to us by you within 10 days after the end of each month. Payments are triggered by our receipt of fully completed monthly monitoring

reports on or before their respective due date. If you fail to provide any report to us by its due date, your payment will be delayed until after we have received it.

#### *Volumes of work*

- 10.27 We will allocate a volume of acts of assistance to each Scheme for the year (or such other period as is specified in your Schedule). Schemes will be able to provide 10% more acts of assistance than their allocated volume without prior authorisation from us. If Schemes wish to provide acts of assistance above this level then our prior written approval is required. Provision of the Service does not allow or require you to use up Housing Matter Starts issued to you under your 2018 Standard Civil Contract for services not covered by the Scheme.

#### *Management*

- 10.28 You must have a Housing and Debt Supervisor at all times you are delivering the Service.
- 10.29 You must nominate a member of your personnel who is responsible for the overall supervision and management of the Service and provide us with their name. This person must meet the Housing and Debt Supervisor standard.
- 10.30 The nominated member of your personnel must liaise with the court to ensure that the Scheme is in place each time the court lists possession proceedings.
- 10.31 You must demonstrate that the Scheme has effective induction, training, appraisal and supervision procedures for all caseworkers.
- 10.32 You must ensure that you have appropriate adviser(s) present on each day at the court when the Service is required.
- 10.33 For the purposes of Paragraph 10.32 "appropriate adviser" means a caseworker who conducts a minimum of 12 hours casework per week.
- 10.34 You must include your Housing Possession Court Duty Scheme files in any file review process you conduct.

#### *Delegation of the Service*

- 10.35 Without prejudice to your management obligations at Paragraphs 10.28 to 10.34, you may delegate provision of the Service to other Providers who will act as your Agents for the purposes of the Scheme. Any such delegation must be authorised under your Schedule. Unless otherwise provided in your Schedule, we will make payments to you for all work covered by the Schedule and you will be responsible for any payments agreed between you and the Agents.

#### *Who can use the Scheme?*

- 10.36 The Scheme is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings. You must provide the Service to any such person (the Client) who requires it during one of the specified court

sessions. The Client does not pay anything for the Service. If a Client has received the Service and wishes to use it again you may provide it to them if they are in genuine need of it and it is appropriate to do so.

- 10.37 You must provide the Service to all Clients who request to see an adviser under the Scheme.

*Scope of the Scheme*

- 10.38 The Scheme covers the following types of proceedings at the court set out in your Schedule.

- (a) private rented possession proceedings;
- (b) public/registered social landlord rented possession proceedings;
- (c) mortgage possession proceedings;
- (d) applications to stay/suspend execution of warrants of possession; and
- (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.

- 10.39 For Clients within the scope of the Scheme (see Paragraphs 10.36 to 10.37) you must provide the following services:

- (a) face-to-face advice to the Client on the day, prior to the hearing;
- (b) advocacy for the relevant proceedings on the day of the hearing;
- (c) face-to-face advice to the Client on the day, post the hearing, explaining the outcome and the options available to the Client;
- (d) on the day of the hearing, assisting Clients to liaise with third parties;
- (e) referrals to other Providers to take on follow up work where you are unable to take on this work under your Contract or to other organisations where the Client may not be eligible for Legal Aid;
- (f) send a letter to each Client setting out your advice.

*Clients requesting advice outside the terms of the Scheme*

- 10.40 Where a Client seeks your advice outside of the terms of the Housing Possession Court Duty Scheme, then, subject to any means or merits tests you should (if you are permitted by your 2018 Standard Civil Contract) consider whether it is appropriate in the circumstances to commence Legal Help, Help at Court or Licensed Work. You will be entitled to payment for assisting that Client in accordance with your 2018 Standard Civil Contract but you will not be entitled to claim any fee under this Contract. Gateway Work, as defined in the Procedure Regulations, must be referred to the Gateway.

- 10.41 Further to Paragraph 10.40, when considering whether it is appropriate in the circumstances, you should take account of the Client's location and whether it is feasible to deliver face-to-face advice from your Office or whether it is more appropriate to refer the Client to a Provider located nearer the Client. Matters which are Gateway Work must be referred to the Gateway and you may not commence Legal Help.
- 10.42 If the Client needs further services but you are not able to provide them yourself under your 2018 Standard Civil Contract, you must (if it is practicable to do so) refer the Client to an organisation that will be able to provide them. If the Client is likely to be financially eligible this should be an organisation holding a 2018 Standard Civil Contract.

#### *Emergency Representation*

- 10.43 Exceptionally it may be appropriate for you to grant Emergency Representation to a Client who has contacted you under the Scheme. The fact that advocacy under the Scheme is available is not automatically a ground for refusing Emergency Representation where it would otherwise be justified but is a relevant consideration for the purposes of the Merits Regulations.
- 10.44 Any grant of Emergency Representation by you must be made in accordance with the Procedure Regulations and does not fall within the scope of this Contract.

#### *Reporting and Auditing*

- 10.45 You must make a record of the Service that you give to each Client (or why you refused to provide the Service).
- 10.46 In addition to the requirements to keep records under the Standard Terms, you must keep a central record (in such form as we may specify) of Clients seen under the Scheme.
- 10.47 Although the Service is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings, we need to know how many Clients would be financially eligible for the Scheme if there were a means test. Therefore, you must ensure that, for each Client, our means assessment questionnaire is completed.
- 10.48 You must report to us such data (in such form as we may reasonably specify) about the Scheme at such intervals (not more often than monthly) as we may require.

#### *Flexibility*

- 10.49 Your obligation is to provide the Scheme at the court listed in your Schedule. You must provide the Service at all sessions the court runs and therefore you must have the flexibility to cater for the fluctuations in demand for the Service.
- 10.50 If you are unable to provide the Service at a court session you must inform your Contract Manager immediately.

*Providing services at a court where the Scheme is not in place*

- 10.51 You are permitted to provide the services detailed in Paragraph 10.39 in the proceedings set out in Paragraph 10.38, but only when:
- (a) we have provided a written authorisation (in your main Schedule or otherwise) under this Paragraph to do so; and
  - (b) there is no current Scheme operating at that court.
- 10.52 Client eligibility for the Scheme under Paragraph 10.51 is equivalent to that defined in Paragraph 10.36 and unless otherwise stated the rules of the Scheme as set out at Paragraphs 10.18 to 10.50 are applicable. For the avoidance of doubt Clients who do not meet our usual eligibility criteria may only have services provided as detailed at Paragraph 10.38.
- 10.53 Where you provide services under Paragraph 10.51 you may claim only the fixed fee specified for the Scheme under the Remuneration Regulations. You may not claim any Legal Help Housing or Debt Standard Fee under your 2018 Standard Civil Contract (but Paragraph 10.24 will still apply). No payment will be made for sessions where you see no Clients and no management fee will be paid.
- 10.54 Work carried out under Paragraphs 10.51 to 10.53 above is to be treated as having been provided under the Housing Possession Court Duty Scheme.

## ANNEX C: HPCDS PROCUREMENT PROCESS SQ QUESTIONS AND ASSESSMENT

### Section A – organisation and contact details

<b>Note</b>	<b>All Applicants must submit a response to this SQ, regardless of whether they have previously submitted a SQ Response as part of any other 2018 Contract Procurement Process. In addition, Applicants must submit a response to one or more HPCDS ITTs for the Schemes they wish to deliver.</b>	
<b>No.</b>	<b>Question</b>	<b>Response options and assessment</b>
A.1	Full name of Applicant including trading name(s) that will be used if successful in this procurement process	Free text
A.2	Registered or head office address  Where the Applicant does not yet have a registered or head office please enter “N/A”	Free text
A.3	Postcode of registered or head office address  Where the Applicant does not yet have a registered or head office please enter “N/A”	Free text
A.4.i	Intended trading status	Options list  a) Public limited company b) Limited company c) Limited liability partnership d) Other partnership e) Sole trader

		f) Third sector g) Other
A.4.ii	If you answered "Other" to question A.4.i, please explain your trading status	Free text
A.4.iii	Will the Applicant be delivering the Contract Work as an Alternative Business Structure?	Options list: i) Yes ii) No
A.4.iv	Date of registration with Companies House or Charities Commission  Where the Applicant does not yet have a registered trading status please enter "N/A"	Free text
A.4.v	Company registration number (if applicable)  If this does not apply to the Applicant please answer "N/A"	Free text
A.4.vi	Charity registration number (if applicable)  If this does not apply to the Applicant please answer "N/A"	Free text
A.4.vii	Registered VAT number  If this does not apply to the Applicant please answer "N/A"	Free text
A.5	Where the Applicant is required to provide a Personal Guarantee and Indemnity (e.g. where it is an LLP or limited company), please confirm the names of the individuals required and authorised to sign.  An Applicant with limited liability (unless a registered charity) must supply the LAA with a properly completed indemnity when requested.	Free Text



	Where the Applicant is not required to provide a Personal Guarantee and Indemnity please answer "N/A"	
A.6	<p>LAA Account Number for registered or head office</p> <p>LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation (where applicable).</p> <p>Where the Applicant does not currently have an LAA Account Number for this office please enter "N/A"</p>	Free text
A.7.i	Predecessor bodies – has the Applicant been subject to any change to its status in the three years preceding the date of its Selection Questionnaire Response submission? This may include (but is not limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership.	Options list: i) Yes ii) No
A.7.ii	If you answered "Yes" to question A.7.i, please provide details of all status changes in this time period.	Free text
A.8	<p>Parent companies – please list any organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders). In your response please include:</p> <ul style="list-style-type: none"> <li>- Full name of the parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul>	Free text

	If the Applicant does not have any parent companies please answer “N/A”	
A.9.i	<p>Does the Applicant currently hold the appropriate authorisation to provide Contract Work from one of the Relevant Professional Bodies?</p> <p>Where, in accordance with the Legal Services Act 2007, the Applicant is able to deliver reserved legal services without authorisation from a Relevant Professional Body, please answer “iii) N/A, Applicant is able to deliver reserved legal services without authorisation”</p> <p>Where the Applicant answers “ii) No, not currently authorised” they must obtain authorisation from a Relevant Professional Body by no later than 23:59 on 7 September 2018.</p>	<p>Options list:</p> <p>i) Yes, currently authorised (answer questions A.9.ii and A.9.iii)</p> <p>ii) No, not currently authorised (answer question A.10)</p> <p>iii) N/A, Applicant is able to deliver reserved legal services without authorisation (answer question A.10)</p>
A.9.ii	If the Applicant has answered “Yes” to A.9i, which Relevant Professional Body is the Applicant authorised by?	<p>Options list:</p> <p>i) Solicitors Regulation Authority</p> <p>ii) Bar Standards Board</p> <p>iii) CILEx Regulation</p>
A.9.iii	If the Applicant has answered “Yes” to A.9.i please provide the authorisation number/reference	Free text
A.10	Contact telephone number for the purposes of this procurement process	Free text

**Section B – grounds for mandatory exclusion**

Where the Applicant answers “Yes” to any question within this section the LAA will exclude it from participating further in this procurement process, unless there are mitigating circumstances which the LAA deems to be satisfactory.

In the event that an Applicant answers “Yes” to any of the following questions, it must provide information in the free text box to the supplementary questions provided, outlining the circumstances including exceptional circumstances that it wishes the LAA to consider in assessing the response. If there is more than one incident, the Applicant must give the information about each incident.

	<p>If the Applicant answers “Yes” to question B.1 on convictions it may still avoid exclusion if it is able to demonstrate mitigating circumstances which the LAA deems to be satisfactory. If the Applicant is in that position please provide details in the free text box to the supplementary question B.1(a) - (e).</p> <p>If the Applicant answers “Yes” to question B.2 on the non-payment of taxes or social security contributions, and has not paid or entered into a binding arrangement to pay the full amount, it may still avoid exclusion if only minor tax or social security contributions are unpaid or if it has not yet had time to fulfil its obligations since learning of the exact amount due. If the Applicant is in that position please provide details in the free text boxes to the supplementary question B.2(a) - (f).</p> <p>Applicants must be explicit and comprehensive in responding to these questions as failure to do may result in the LAA rejecting their Selection Questionnaire Response.</p>	
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B.1	<p><b>Regulations 57(1) and (2)</b></p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on the following webpage, which should be referred to before completing these questions:  <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</a></p> <p>Please indicate if, within the past five years the Applicant or any of its Key Personnel have been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage referred to above:</p> <ul style="list-style-type: none"> <li>a) Participation in a criminal organisation;</li> <li>b) Corruption;</li> <li>c) Fraud;</li> <li>d) Terrorist offences or offences linked to terrorist activities;</li> <li>e) Money laundering or terrorist financing;</li> <li>f) Child labour and other forms of trafficking in human beings.</li> </ul>	<p>Yes (Fail, subject to information in B.1(a) – (e))</p> <p>No (Pass)</p>
B.1(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) convicted. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
B.1(b)	Please explain which of the grounds listed the conviction was for and the reasons for conviction	Free text
B.1(c)	Please give the date of the conviction	Free text
B.1(d)	If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents	Free text
B.1(e)	Have measures been taken to demonstrate the reliability of the Applicant despite the existence of a relevant ground for exclusion? If so, please give details of the steps taken by the Applicant.	Free text

B.2	<p><b>Regulation 57(3)</b>  Within the past five years has the Applicant or any of its Key Personnel 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 the organisation is established (if outside the UK), to be in breach of obligations related to the payment of tax or social security contributions?</p> <p>Please note that if the Applicant is a new organisation which does not yet have obligations relating to payment of social security and taxes, it should still answer the question above in relation to its Key Personnel.</p>	Yes (Fail, subject to information in B.2(a) – (f))  No (Pass)
	If the Applicant has answered “Yes” to question B.2, it must give details by answering questions B.2(a)– (f) below.	
B.2(a)	Please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
B.2(b)	Please explain what the obligations were, which the Applicant or any of its Key Personnel has failed to meet, including the name of the social security contribution or tax, the date(s) it fell due and the date of the binding decision referred to in B.2 above.	Free text
B.2(c)	Please confirm that you have paid the outstanding sum (including the date paid in full) or give the value of unmet obligation(s)	Free text
B.2(d)	If the social security contribution or tax relates to the Applicant please confirm the percentage value of the unmet obligation(s) of the Applicant’s annual turnover. If the social security contribution or tax relates to Key Personnel please enter "N/A".	Free text
B.2(e)	Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable: <ul style="list-style-type: none"> <li>- the date the agreement was made; and</li> <li>- any accrued interest and/or fines; and</li> <li>- the date by which the amount(s) were or will be repaid.</li> </ul>	Free text

	If no agreement is in place, please enter “No agreement”	
B.2(f)	Please attach evidence of the binding agreement reached, where appropriate. Where you do not have evidence of a binding agreement there is no need to attach a document.	Attachment

### Section C – grounds for discretionary exclusion

The LAA may exclude Applicants that submit a response designated as ‘discretionary fail’ to any one of the following questions but will consider the exceptional circumstances submitted by Applicants.

In the event that an Applicant submits a response designated as ‘discretionary fail’ to any of the following questions, it must provide information in the free text box to the supplementary questions provided, outlining the circumstances including exceptional circumstances that it wishes the LAA to consider in assessing the response. If there is more than one incident, the Applicant must give the information about each incident.

Applicants must be explicit and comprehensive in responding to these questions as, other than as set out at paragraph 4.10 in the IFA, failure to do may result in the LAA rejecting their Selection Questionnaire Response.

	<p><b>Regulation 57 (8)</b>  The detailed grounds for discretionary exclusion of an organisation are set out on the following webpage, which should be referred to before completing these questions:  <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</a></p> <p>Unless a different time period is specified in any question, please indicate if, within the past three years, anywhere in the world any of the following situations have applied to the Applicant or any of its Key Personnel.</p>	
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C.1	Breach of environmental obligations, breach of social obligations and/or breach of labour law obligations?	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.1 it must give details by answering questions C.1(a) - (d) below.	
C.1(a)	Please give details about the nature of the event(s) leading to this violation	Free text
C.1(b)	Please give details about the nature of the violation and any sanction applied	Free text
C.1(c)	Please give the date when the violation occurred	Free text
C.1(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a violation	Free text
C.2	Is/has the Applicant or any of its Key Personnel (been) bankrupt or the subject of insolvency or winding-up proceedings, where the assets are being administered by a liquidator or by the court, where it is/has been in an arrangement with creditors, where its business activities are/have been suspended or it is/has been in any analogous situation arising from a similar procedure under the laws and regulations of any State?  For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA).	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions as appropriate below.	
C.2(a)	Where it relates to the Applicant please enter “Relates to Applicant”.  Where this relates to a member of your Key Personnel please give the name and position of the person(s) involved.	Free text
C.2(b)	Is/has the Applicant or any member of its Key Personnel either at this organisation or any previous organisation (been) the subject of an IVA or a CVA as a result of the non-payment of taxes or social security contributions?	Yes (Answer C.2(c) to C.2(h))

		No (Answer C.2(j) to C.2(l))
C.2(c)	Please provide the value of the IVA or CVA when entered into	Free text
C.2(d)	Please provide the date on which the IVA or CVA was entered into	Free text
C.2(e)	<p>Where the IVA or CVA has been subject to any rescheduling of repayments, please provide:</p> <ul style="list-style-type: none"> <li>• details of what changes were agreed, including the date when the rescheduling occurred; and</li> <li>• confirmation of changes to the repayment amount (including the amount the repayments were changed from); and</li> <li>• confirmation of any change to the date of discharge (including the original date of discharge).</li> </ul> <p>Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".</p>	Free text
C.2(f)	When is the IVA or CVA due to be discharged?	Free text
C.2(g)	<p>On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable fall due?</p> <p>For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.</p>	Free text
C.2(h)	Have all payments of taxes and social security contributions for both the Applicant and each of its Key Personnel following the imposition of the IVA/CVA been met?	<p>Yes</p> <p>No (Answer C.2(i))</p>
C.2(i)	<p>Where the Applicant has answered "No" to C.2(h), please provide details of:</p> <ul style="list-style-type: none"> <li>- the type liability owing (which tax or social security contribution); and</li> <li>- to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and</li> </ul>	Free text



	<ul style="list-style-type: none"> <li>- the amount of the outstanding liability; and</li> <li>- the date on which the amount became due; and</li> <li>- whether there is a binding agreement in place to repay the amount.</li> </ul>	
C.2(j)	Please give details of the type of event and the date on it occurred	Free text
C.2(k)	Please give details about the situation, including the amount of money involved and the date when the issue arose	Free text
C.2(l)	Please give details about any measures the Applicant has taken to ensure that the situation is resolved and confirm the current position on repayments including the date by which the amount will be repaid.	Free text
C.3	Issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date?	Yes (discretionary fail) No (Pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (e) below.	
C.3(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
C.3(b)	Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued	Free text
C.3(c)	Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued	Free text
C.3(d)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text
C.3(e)	Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future	Free text

C.4	Guilty of grave professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee?	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.4, it must give details by answering questions C.4 (a) - (e) below.	Free text
C.4(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
C.4(b)	Please give the date when the event(s) occurred	Free text
C.4(c)	Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification	Free text
C.4(d)	Please give: <ul style="list-style-type: none"> <li>• the date that the finding of grave professional misconduct/disqualification was made. If no finding has been made to date, please give the date of any disciplinary body hearing date if known;</li> <li>• detail of any sanction applied; and</li> <li>• which body made the finding of guilt / is investigating the allegations</li> </ul>	Free text
C.4(e)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the finding or allegations of grave professional misconduct or disqualification.	Free text
C.5	Entered into agreements with other economic operators aimed at distorting competition?	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.5, it must give details by answering questions C.5 (a) - (d) below.	

C.5(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
C.5(b)	Please give the date when the event(s) occurred	Free text
C.5(c)	Please confirm the nature of the event(s) leading to an agreement with other market operators aimed at distorting competition	Free text
C.5(d)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the distortion of competition.	Free text
C.6	Aware of any conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 due to the participation in the procurement procedure or been involved in the preparation of the procurement procedure?	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.6, it must give details by answering question C.6(a) below.	Free text
C.6(a)	Please describe the nature of the conflict, including how this might be perceived to compromise the Applicant’s impartiality and independence in the context of the procurement procedure.	Free text
C.7	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract (other than with the LAA), 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?  The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation that has had a contract terminated (other than by the LAA) within the last three years.	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.7, it must give details by answering questions C.7(a) - (h) below.	
C.7(a)	Please give the name of the organisation with whom this contract was held	Free text
C.7(b)	Please give the date on which this contract commenced	Free text

C.7(c)	Please give the value of the contract and the time period for which the full contract was due to run	Free text
C.7(d)	Please confirm the nature of the sanction that was applied	Free text
C.7(e)	Please give the date when the early termination/damages/comparable sanction took effect	Free text
C.7(f)	If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation please confirm the name of the member of Key Personnel and the organisation to which the termination relates. If the termination relates to the Applicant please answer "Relates to Applicant"	Free text
C.7(g)	Please confirm the reason for the early termination/damages/comparable sanction	Free text
C.7(h)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/damages/comparable sanction	Free text
C.8	<p>Had any contract with the LAA or its predecessor body terminated in whole or in part within the last five years (not restricted to civil contracts), or is it currently in receipt of a notice to terminate?</p> <p>The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation who has had a contract with the LAA or its predecessor body terminated in whole or in part within the last five years, or is currently in receipt of a notice to terminate.</p> <p>For the avoidance of doubt, do not answer “Yes” if the termination was by the LAA in accordance with its “no fault” termination rights.</p>	<p>Yes (discretionary fail)</p> <p>No (Pass)</p>
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.8, it must give details by answering questions C.8(a) - (f) below.	
C.8(a)	<p>Please indicate whether the Applicant’s termination or notice to terminate relates to the whole contract or a particular Category of Law.</p> <p>If the termination relates to a particular Category of Law, please state which.</p>	Free text
C.8(b)	Please give the date when the termination took effect/notice to terminate was received	Free text

C.8(c)	If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to the Applicant please answer "Relates to Applicant"	Free text
C.8(d)	Please confirm the reason for the termination/notice to terminate	Free text
C.8(e)	If the Applicant has received a notice to terminate, please tell us what has happened since the notice was received, and what stage the Applicant is at in any appeal process. If the appeal process has concluded, or the Applicant chose not to appeal, please confirm the outcome of the appeal or that the Applicant chose not to appeal, as appropriate.	Free text
C.8(f)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination	Free text
C.9	<p>Received either:</p> <ul style="list-style-type: none"> <li>a) two consecutive Peer Review ratings of 4; or</li> <li>b) two consecutive Peer Review ratings of 5,</li> </ul> <p>in any Civil Category of Law following the outcome of any appeal in the last 5 years?</p> <p>The Applicant must also answer “Yes” to this question if any of its Key Personnel received two consecutive Peer Review ratings of 4 or a Peer Review rating of 5 whilst working as Key Personnel at another organisation in the last 5 years.</p>	<p>Yes (discretionary fail)</p> <p>No (Pass)</p>
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, you must give details by answering questions C.9(a) - (d) below.	
C.9(a)	Please confirm the Category(ies) of Law in which the Peer Review rating(s) have been received	Free text
C.9(b)	Please confirm the Peer Review rating(s) received	Free text
C.9(c)	Please give the dates when you were notified of the relevant Peer Review rating(s)	Free text

C.9(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Peer Review rating(s)	Free text
C.10	<p>Has anyone in your organisation received notification from the LAA that they may not conduct publicly funded work under any LAA Contract?</p> <p>Any individual who has received notification from the LAA that they may not conduct publicly funded work under an LAA contract may not conduct publicly funded work under a 2018 Contract.</p> <p>Where the Applicant answers “Yes” and responds to the questions below, the LAA will, in addition, contact the Applicant to obtain further information regarding the exclusion.</p>	<p>Yes (discretionary fail)</p> <p>No (pass)</p>
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, you must give details by answering questions C.10(a) - (e) below.	
C.10(a)	Please provide the full name(s) of the individual(s) who have been notified that they may not conduct publicly funded work under an LAA contract?	Free text
C.10(b)	Was/were the individual(s) a member of Key Personnel at the time they received notification?	<p>Option:</p> <p>Yes</p> <p>No</p>
C.10(c)	Please confirm the status of the individual(s) who has/have been notified that they may not conduct publicly funded work under an LAA contract within the Applicant	Free text
C.10(d)	Please provide the date on which the individual(s) was/were notified	Free text
C.10(e)	Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract.	Free text

	<b>Please answer the following statements:</b>	
C.11	<p>The Applicant —</p> <p>(i) is/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</p> <p>(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015</p>	<p>Yes (discretionary fail)</p> <p>No (pass)</p>
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.11, it must give details by answering questions C.11(a) - (e) below.	
C.11(a)	Please give the name of the contracting authority from whom your organisation withheld/misrepresented information	Free text
C.11(b)	Please confirm the nature of the affected contract(s)	Free text
C.11(c)	Please give the date when the event(s) occurred	Free text
C.11(d)	Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information	Free text
C.11(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information	Free text
C.12	The Applicant or any of its Key Personnel has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<p>Yes (discretionary fail)</p> <p>No (pass)</p>

	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.12, it must give details by answering questions C.12(a) - (e) below.	
C.12(a)	Please give the name of the contracting authority(ies) affected	Free text
C.12(b)	Please confirm the nature of the affected contract(s)	Free text
C.12(c)	Please give the date when the event(s) occurred	Free text
C.12(d)	Please confirm the action taken by the contracting authority as a result of the Applicant’s action	Free text
C.12(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/negligently or materially influencing procurements and/or contracting authorities	Free text
C.13	Have any of the Applicant’s Key Personnel (irrespective of which organisation they were working for) received any conditions on their practising certificates imposed by a regulatory body, Relevant Professional Body or Complaints Body within the last three years?	Yes (discretionary fail) No (Pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “yes” to question C.13, it must give details by answering questions C.13(a) – (e) below.	
C.13(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved.	Free text
C.13(b)	Please give details about the nature of the event(s) leading to the imposition of the condition(s), including the date when the event(s) occurred	Free text
C.13(c)	Please give details of the condition(s) that were imposed, including the date they were imposed	Free text
C.13(d)	Please give details of the nature of any current condition(s) on practising certificates	Free text



C.13(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of condition(s)	Free text
C.14	Is the Applicant a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes (Answer C.14(a))  No (Pass)
C.14(a)	If you have answered yes to question C.14 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes (pass) (Answer C.14(b))  No (discretionary fail)
C.14(b)	Please provide the relevant url to view the statement	Free text
	<b>Exceptional circumstances</b> – if the Applicant has answered “No” to question C.14(a), it must give details by answering question C.14(c) below.	
C.14(c)	Please provide all relevant information for the LAA to consider your exceptional circumstances including why you are currently not compliant and what steps are being taken to become compliant with the Act. Please provide timescales for activity to be completed.	Free text

## Section D – Declaration

I give my undertaking that I am either

- the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitors Regulation Authority (SRA); or

- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by CILEx Regulation (CILEx); or
- where the Applicant is not (and will not be) authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

and am authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a HPCDS Contract. I understand that the LAA may conduct verification checks and may reject this Selection Questionnaire Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

	<b>Question</b>	<b>Response Type</b>
D.1	Name of the individual making declaration on behalf of the Applicant	Free text
D.2	Status within the Applicant organisation	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel

## ANNEX D: HPCDS ITT

### HPCDS ITT for Bodmin and Truro Scheme

#### Section A: Office Location

The LAA will give preference to those organisations who will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the corresponding Housing and Debt Procurement Area.

Where no Applicant will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the corresponding Housing and Debt Procurement Area, preference will be given to Applicants who will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in a neighbouring Housing and Debt Procurement Area.

	<b>Question</b>	<b>Options</b>
A.1	<p>Will you hold a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the Cornwall Housing and Debt Procurement Area?</p> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	<p>Yes – will meet this in full (Answer A.2)</p> <p>No – will not meet this in full (Answer A.3 – A.6 as applicable)</p>
A.2	<p>Please provide the:</p> <ul style="list-style-type: none"><li>• Address</li><li>• Postcode</li><li>• LAA Account Number</li></ul> <p>for this Office</p>	<p>Text</p>
A.3	<p>Will you hold a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the neighbouring Housing and Debt Procurement Area of Devon?</p>	<p>Yes – will meet this requirement in full (Answer A.4)</p>

	Please review the Scheme guide published at Annex A of the IFA for further information.	No – will not meet this requirement (Answer A.5 – A.6 as applicable)
A.4	Please provide the: <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> for this Office	Text
A.5	Will you hold a 2018 Standard Civil Contract Housing and Debt Schedule in any Housing and Debt Procurement Area?	Yes – will meet this requirement in full (Answer A.6)  No – will not meet this requirement
A.6	Please provide the: <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> for this Office	

**Section B: HPCDS Experience**

The LAA will give preference to Applicants who have experience of delivering HPCDS services within the last 3 years.

Where no Applicant has experience of delivering HPCDS services within the last 3 years, preference will be given to Applicants who have experience of delivering HPCDS services within the last 5 years		
	Question	Options
B.1	Have you had experience of delivering any HPCDS Scheme within the last 3 years?	<p>Yes – meet this requirement (Answer B.2)</p> <p>No – do not meet this requirement (Answer B.3 – B.6 as applicable)</p>
B.2	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text
B.3	Have you had experience of delivering any HPCDS Scheme within the last 5 years?	<p>Yes – meet this requirement (Answer B.4)</p> <p>No – do not meet this requirement (Answer B.5 – B.6 as applicable)</p>
B.4	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text
B.5	Have you had experience of delivering any HPCDS Scheme?	Yes – meet this requirement (Answer B.6)

		No – will not meet this requirement
B.6	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text

### Section C: Ability to commence work from 1 October 2018

<p>The LAA will give preference to those organisations who are able to commence the delivery of HPCDS services in the relevant Scheme from 1 October 2018.</p> <p>Where no Applicant is able to commence the delivery of HPCDS services in the relevant Scheme from 1 October 2018, preference will be given to Applicants who are able to commence delivering these services as soon after 1 October 2018 as possible</p>		
	<b>Question</b>	<b>Options</b>
C.1	Are you able to commence the delivery of HPCDS services in the Bodmin and Truro Scheme from 1 October 2018?	Yes – will meet this requirement  No – will not meet this requirement (Answer C.2 and C.3)
C.2	Where you are unable to commence the delivery of HPCDS services in the Bodmin and Truro Scheme from 1 October 2018 please confirm the date on which you are able to commence the delivery of HPCDS services in this Scheme	Text
C.3	Please set out the reasons why you are not able to commence the delivery of HPCDS services in the Bodmin and Truro Scheme from 1 October 2018.  Please provide the key activities required to be able to commence the delivery of HPCDS services and dates by which you expect to have completed these activities. For the avoidance of doubt these include, but are not limited to:	Text

	<ul style="list-style-type: none"> <li>- the recruitment of any Caseworkers</li> <li>- the recruitment of any additional Supervisors required</li> </ul>	
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**Section D: Agents**

Applicants are asked to confirm whether they will use Agents in delivering the HPCDS. No preference is given to Applicants based on their answer to this question. Applicants should refer to paragraphs 1.22 – 1.24 of the IFA for further information on using Agents in the delivery of HPCDS services.		
	<b>Question</b>	<b>Options</b>
D.1	Will Agents be used in the delivery of this Scheme?	Yes – will use Agents  No - will not use Agents

**Section E: Warranties and Declaration**

**This section MUST BE COMPLETED by all Applicants wishing to bid for a HPCDS Contract**

**Declaration**

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements specified at paragraph 2.7 of the HPCDS Invitation To Tender Information For Applicants:

- i. has successfully bid for and concluded the verification of their Face to Face Housing and Debt tender through the Main Face to Face Procurement Process; or
- has successfully bid for and successfully verify their Face to Face Housing and Debt tender through the Supplemental Face to Face Procurement Process; or

has bid for and is subsequently be awarded and successfully verifies their Face to Face Housing and Debt tender through the Further Face to Face Procurement Process; and

- ii. For any Scheme awarded the Applicant will be able and willing to advise on all HPCDS Cases (as required) listed by a court within that Scheme; and
- iii. For any Scheme awarded the Applicant will have employed, or have a Signed Engagement Agreement to employ, from the date on which they commence the delivery of services, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the HPCDS services; and
- iv. For any Scheme awarded the Applicant will have access to an Authorised Litigator; and
- v. All Caseworkers delivering HPCDS services will:
  - i. be competent and suitably experienced; and
  - ii. routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and
  - iii. be authorised to advise and represent Clients in relation to housing possession proceedings.

By completing and submitting this Tender I give my undertaking that I am either:

- the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitor Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by the Chartered Institute of Legal Executives (CILEx); or
- where the Applicant is not (and will not be) authorised by the SRA the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;



and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this Tender are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a HPCDS Contract. I understand that the LAA may conduct verification checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

	<b>Question</b>	<b>Response Type</b>
E.1	Name of the individual making declaration on behalf of the Applicant	Free text
E.2	Status within the Applicant organisation	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel

## HPCDS ITT for Chichester, Horsham and Worthing Scheme

### Section A: Office Location

The LAA will give preference to those organisations who will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the corresponding Housing and Debt Procurement Area.

Where no Applicant will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the relevant Housing and Debt Procurement Area, preference will be given to Applicants who will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in a neighbouring Housing and Debt Procurement Area.

	<b>Question</b>	<b>Options</b>
A.1	<p>Will you hold a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the West Sussex Housing and Debt Procurement Area?</p> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	<p>Yes – will meet this in full (Answer A.2)</p> <p>No – will not meet this in full (Answer A.3 – A.6 as applicable)</p>
A.2	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA Account Number</li> </ul> <p>for this Office</p>	Text
A.3	<p>Will you hold a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the neighbouring Housing and Debt Procurement Area of:</p> <ul style="list-style-type: none"> <li>• East Sussex; or</li> <li>• Hampshire; or</li> </ul>	Yes – will meet this requirement in full (Answer A.4)

	<ul style="list-style-type: none"> <li>• Portsmouth and the Isle of Wight; or</li> <li>• Surrey?</li> </ul> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	No – will not meet this requirement (Answer A.5 – A.6 as applicable)
A.4	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	Text
A.5	<p>Will you hold a 2018 Standard Civil Contract Housing and Debt Schedule in any Housing and Debt Procurement Area?</p>	<p>Yes – will meet this requirement in full (Answer A.6)</p> <p>No – will not meet this requirement</p>
A.6	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	

## Section B: HPCDS Experience

The LAA will give preference to Applicants who have experience of delivering HPCDS services within the last 3 years.

Where no Applicant has experience of delivering HPCDS services within the last 3 years, preference will be given to Applicants who have experience of delivering HPCDS services within the last 5 years

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	<b>Question</b>	<b>Options</b>
B.1	Have you had experience of delivering any HPCDS Scheme within the last 3 years?	<p>Yes – meet this requirement (Answer B.2)</p> <p>No – do not meet this requirement (Answer B.3 – B.6 as applicable)</p>
B.2	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text
B.3	Have you had experience of delivering any HPCDS Scheme within the last 5 years?	<p>Yes – meet this requirement (Answer B.4)</p> <p>No – do not meet this requirement (Answer B.5 – B.6 as applicable)</p>
B.4	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text
B.5	Have you had experience of delivering any HPCDS Scheme?	<p>Yes – meet this requirement (Answer B.6)</p> <p>No – will not meet this requirement</p>

B.6	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text
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**Section C: Ability to commence work from 1 October 2018**

The LAA will give preference to those organisations who are able to commence the delivery of HPCDS services in the relevant Scheme from 1 October 2018.		
Where no Applicant is able to commence the delivery of HPCDS services in the relevant Scheme from 1 October 2018, preference will be given to Applicants who are able to commence delivering these services as soon after 1 October 2018 as possible		
	<b>Question</b>	<b>Options</b>
C.1	Are you able to commence the delivery of HPCDS services in the Chichester, Horsham and Worthing Scheme from 1 October 2018?	Yes – will meet this requirement  No – will not meet this requirement (Answer C.2 and C.3)
C.2	Where you are unable to commence the delivery of HPCDS services in the Chichester, Horsham and Worthing Scheme from 1 October 2018 please confirm the date on which you are able to commence the delivery of HPCDS services in this Scheme	Text
C.3	Please set out the reasons why you are not able to commence the delivery of HPCDS services in the Chichester, Horsham and Worthing Scheme from 1 October 2018.  Please provide the key activities required to be able to commence the delivery of HPCDS services and dates by which you expect to have completed these activities. For the avoidance of doubt these include, but are not limited to: - the recruitment of any Caseworkers	Text

	- the recruitment of any additional Supervisors required	
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**Section D: Agents**

Applicants are asked to confirm whether they will use Agents in delivering the HPCDS. No preference is given to Applicants based on their answer to this question. Applicants should refer to paragraphs 1.22 – 1.24 of the IFA for further information on using Agents in the delivery of HPCDS services.		
	<b>Question</b>	<b>Options</b>
D.1	Will Agents be used in the delivery of this Scheme?	Yes – will use Agents  No - will not use Agents

**Section E: Warranties and Declaration**

**This section MUST BE COMPLETED by all Applicants wishing to bid for a HPCDS Contract**

**Declaration**

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements specified at paragraph 2.7 of the HPCDS Invitation To Tender Information For Applicants:

- i. has successfully bid for and concluded the verification of their Face to Face Housing and Debt tender through the Main Face to Face Procurement Process; or  
 has successfully bid for and successfully verify their Face to Face Housing and Debt tender through the Supplemental Face to Face Procurement Process; or

- has bid for and is subsequently be awarded and successfully verifies their Face to Face Housing and Debt tender through the Further Face to Face Procurement Process; and
- ii. For any Scheme awarded the Applicant will be able and willing to advise on all HPCDS Cases (as required) listed by a court within that Scheme; and
  - iii. For any Scheme awarded the Applicant will have employed, or have a Signed Engagement Agreement to employ, from the date on which they commence the delivery of services, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the HPCDS services; and
  - iv. For any Scheme awarded the Applicant will have access to an Authorised Litigator; and
  - v. All Caseworkers delivering HPCDS services will:
    - i. be competent and suitably experienced; and
    - ii. routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and
    - iii. be authorised to advise and represent Clients in relation to housing possession proceedings.

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- the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitor Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by the Chartered Institute of Legal Executives (CILEx); or
- where the Applicant is not (and will not be) authorised by the SRA the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this Tender are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a HPCDS Contract. I understand that the LAA may conduct verification checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

	<b>Question</b>	<b>Response Type</b>
E.1	Name of the individual making declaration on behalf of the Applicant	Free text
E.2	Status within the Applicant organisation	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel



## HPCDS ITT for Colchester Scheme

### Section A: Office Location

The LAA will give preference to those organisations who will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the corresponding Housing and Debt Procurement Area.

Where no Applicant will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the relevant Housing and Debt Procurement Area, preference will be given to Applicants who will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in a neighbouring Housing and Debt Procurement Area.

	Question	Options
A.1	<p>Will you hold a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the East Essex Housing and Debt Procurement Area?</p> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	<p>Yes – will meet this in full (Answer A.2)</p> <p>No – will not meet this in full (Answer A.3 – A.6 as applicable)</p>
A.2	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA Account Number</li> </ul> <p>for this Office</p>	Text
A.3	<p>Will you hold a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the neighbouring Housing and Debt Procurement Area of:</p>	<p>Yes – will meet this requirement in full (Answer A.4)</p>

	<ul style="list-style-type: none"> <li>• West Essex; or</li> <li>• Suffolk?</li> </ul> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	No – will not meet this requirement (Answer A.5 – A.6 as applicable)
A.4	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	Text
A.5	<p>Will you hold a 2018 Standard Civil Contract Housing and Debt Schedule in any Housing and Debt Procurement Area?</p>	<p>Yes – will meet this requirement in full (Answer A.6)</p> <p>No – will not meet this requirement</p>
A.6	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	

### Section B: HPCDS Experience

The LAA will give preference to Applicants who have experience of delivering HPCDS services within the last 3 years.

Where no Applicant has experience of delivering HPCDS services within the last 3 years, preference will be given to Applicants who have experience of delivering HPCDS services within the last 5 years		
	Question	Options
B.1	Have you had experience of delivering any HPCDS Scheme within the last 3 years?	Yes – meet this requirement (Answer B.2)  No – do not meet this requirement (Answer B.3 – B.6 as applicable)
B.2	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text
B.3	Have you had experience of delivering any HPCDS Scheme within the last 5 years?	Yes – meet this requirement (Answer B.4)  No – do not meet this requirement (Answer B.5 – B.6 as applicable)
B.4	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text
B.5	Have you had experience of delivering any HPCDS Scheme?	Yes – meet this requirement (Answer B.6)

		No – will not meet this requirement
B.6	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text

### Section C: Ability to commence work from 1 October 2018

The LAA will give preference to those organisations who are able to commence the delivery of HPCDS services in the relevant Scheme from 1 October 2018.

Where no Applicant is able to commence the delivery of HPCDS services in the relevant Scheme from 1 October 2018, preference will be given to Applicants who are able to commence delivering these services as soon after 1 October 2018 as possible

	Question	Options
C.1	Are you able to commence the delivery of HPCDS services in the Colchester Scheme from 1 October 2018?	Yes – will meet this requirement  No – will not meet this requirement (Answer C.2 and C.3)
C.2	Where you are unable to commence the delivery of HPCDS services in the Colchester Scheme from 1 October 2018 please confirm the date on which you are able to commence the delivery of HPCDS services in this Scheme	Text
C.3	Please set out the reasons why you are not able to commence the delivery of HPCDS services in the Colchester Scheme from 1 October 2018.  Please provide the key activities required to be able to commence the delivery of HPCDS services and dates by which you expect to have completed these activities. For the avoidance of doubt these include, but are not limited to:	Text

	<ul style="list-style-type: none"> <li>- the recruitment of any Caseworkers</li> <li>- the recruitment of any additional Supervisors required</li> </ul>	
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**Section D: Agents**

Applicants are asked to confirm whether they will use Agents in delivering the HPCDS. No preference is given to Applicants based on their answer to this question. Applicants should refer to paragraphs 1.22 – 1.24 of the IFA for further information on using Agents in the delivery of HPCDS services.		
	<b>Question</b>	<b>Options</b>
D.1	Will Agents be used in the delivery of this Scheme?	Yes – will use Agents  No - will not use Agents

**Section E: Warranties and Declaration**

**This section MUST BE COMPLETED by all Applicants wishing to bid for a HPCDS Contract**

**Declaration**

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements specified at paragraph 2.7 of the HPCDS Invitation To Tender Information For Applicants:

- i. has successfully bid for and concluded the verification of their Face to Face Housing and Debt tender through the Main Face to Face Procurement Process; or  
 has successfully bid for and successfully verify their Face to Face Housing and Debt tender through the Supplemental Face to Face Procurement Process; or

- has bid for and is subsequently be awarded and successfully verifies their Face to Face Housing and Debt tender through the Further Face to Face Procurement Process; and
- ii. For any Scheme awarded the Applicant will be able and willing to advise on all HPCDS Cases (as required) listed by a court within that Scheme; and
  - iii. For any Scheme awarded the Applicant will have employed, or have a Signed Engagement Agreement to employ, from the date on which they commence the delivery of services, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the HPCDS services; and
  - iv. For any Scheme awarded the Applicant will have access to an Authorised Litigator; and
  - v. All Caseworkers delivering HPCDS services will:
    - i. be competent and suitably experienced; and
    - ii. routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and
    - iii. be authorised to advise and represent Clients in relation to housing possession proceedings.

By completing and submitting this Tender I give my undertaking that I am either:

- the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitor Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by the Chartered Institute of Legal Executives (CILEx); or
- where the Applicant is not (and will not be) authorised by the SRA the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this Tender are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a HPCDS Contract. I understand that the LAA may conduct verification checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

	<b>Question</b>	<b>Response Type</b>
E.1	Name of the individual making declaration on behalf of the Applicant	Free text
E.2	Status within the Applicant organisation	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel

## HPCDS ITT for Winchester Scheme

### Section A: Office Location

The LAA will give preference to those organisations who will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the corresponding Housing and Debt Procurement Area.

Where no Applicant will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the relevant Housing and Debt Procurement Area, preference will be given to Applicants who will hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in a neighbouring Housing and Debt Procurement Area.

	<b>Question</b>	<b>Options</b>
A.1	<p>Will you hold a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the Hampshire Housing and Debt Procurement Area?</p> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	<p>Yes – will meet this in full (Answer A.2)</p> <p>No – will not meet this in full (Answer A.3 – A.6 as applicable)</p>
A.2	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA Account Number</li> </ul> <p>for this Office</p>	Text
A.3	<p>Will you hold a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the neighbouring Housing and Debt Procurement Area of:</p>	<p>Yes – will meet this requirement in full (Answer A.4)</p>



	<ul style="list-style-type: none"> <li>• West Sussex; or</li> <li>• Surrey; or</li> <li>• Berkshire; or</li> <li>• Wiltshire; or</li> <li>• Dorset?</li> </ul> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	No – will not meet this requirement (Answer A.5 – A.6 as applicable)
A.4	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	Text
A.5	<p>Will you hold a 2018 Standard Civil Contract Housing and Debt Schedule in any Housing and Debt Procurement Area?</p>	<p>Yes – will meet this requirement in full (Answer A.6)</p> <p>No – will not meet this requirement</p>
A.6	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	

### Section B: HPCDS Experience

The LAA will give preference to Applicants who have experience of delivering HPCDS services within the last 3 years.

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Where no Applicant has experience of delivering HPCDS services within the last 3 years, preference will be given to Applicants who have experience of delivering HPCDS services within the last 5 years

	<b>Question</b>	<b>Options</b>
B.1	Have you had experience of delivering any HPCDS Scheme within the last 3 years?	Yes – meet this requirement (Answer B.2)  No – do not meet this requirement (Answer B.3 – B.6 as applicable)
B.2	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text
B.3	Have you had experience of delivering any HPCDS Scheme within the last 5 years?	Yes – meet this requirement (Answer B.4)  No – do not meet this requirement (Answer B.5 – B.6 as applicable)
B.4	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text
B.5	Have you had experience of delivering any HPCDS Scheme?	Yes – meet this requirement (Answer B.6)

		No – will not meet this requirement
B.6	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text

### Section C: Ability to commence work from 1 October 2018

<p>The LAA will give preference to those organisations who are able to commence the delivery of HPCDS services in the relevant Scheme from 1 October 2018.</p> <p>Where no Applicant is able to commence the delivery of HPCDS services in the relevant Scheme from 1 October 2018, preference will be given to Applicants who are able to commence delivering these services as soon after 1 October 2018 as possible</p>		
	<b>Question</b>	<b>Options</b>
C.1	Are you able to commence the delivery of HPCDS services in the Winchester Scheme from 1 October 2018?	Yes – will meet this requirement  No – will not meet this requirement (Answer C.2 and C.3)
C.2	Where you are unable to commence the delivery of HPCDS services in the Winchester Scheme from 1 October 2018 please confirm the date on which you are able to commence the delivery of HPCDS services in this Scheme	Text
C.3	Please set out the reasons why you are not able to commence the delivery of HPCDS services in the Winchester Scheme from 1 October 2018.	Text

	Please provide the key activities required to be able to commence the delivery of HPCDS services and dates by which you expect to have completed these activities. For the avoidance of doubt these include, but are not limited to: <ul style="list-style-type: none"> <li>- the recruitment of any Caseworkers</li> <li>- the recruitment of any additional Supervisors required</li> </ul>	
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**Section D: Agents**

Applicants are asked to confirm whether they will use Agents in delivering the HPCDS. No preference is given to Applicants based on their answer to this question. Applicants should refer to paragraphs 1.22 – 1.24 of the IFA for further information on using Agents in the delivery of HPCDS services.		
	<b>Question</b>	<b>Options</b>
D.1	Will Agents be used in the delivery of this Scheme?	Yes – will use Agents  No - will not use Agents

**Section E: Warranties and Declaration**

**This section MUST BE COMPLETED by all Applicants wishing to bid for a HPCDS Contract**

**Declaration**

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- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by the Chartered Institute of Legal Executives (CILEx); or

- where the Applicant is not (and will not be) authorised by the SRA the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

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	<b>Question</b>	<b>Response Type</b>
E.1	Name of the individual making declaration on behalf of the Applicant	Free text
E.2	Status within the Applicant organisation	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel

## ANNEX E: GLOSSARY OF DEFINED TERMS

Term	Description
Act of Assistance	An occasion on which a Provider delivers Contract Work to a Client in accordance with the requirements of the Specification and the HPCDS Contract
Agent	An individual or organisation (other than counsel) engaged by you to undertake Contract Work in accordance with the provisions of the HPCDS Contract
Alternative Hearing Venue (AHV)	An alternative venue at which a hearing relating to a Case listed at a Court in a Provider's Schedule is to be heard.
Applicant	A single legal entity (including an individual) Tendering to deliver the advertised services.
Authorised Litigator	An individual who conducts litigation services as an authorised person in accordance with the Legal Services Act 2007
Bar Standards Board/BSB	Bar Standards Board; a Relevant Professional Body
Case	An Act of Assistance carried out by a Provider on behalf of a Client under the Scheme.
Caseworker	An individual who is employed by the Applicant and who must be <ul style="list-style-type: none"> <li>- be competent and suitably experienced; and</li> <li>- routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and</li> <li>- be authorised to advise and represent Clients in relation to housing possession proceedings.</li> </ul>
Category, Categories or Categories of Law	The category or categories of law, which are publicly funded legal services being tendered for and listed in this IFA, the definitions of which are set out in the Category Definitions 2018
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Client	An individual whom the Legal Aid Agency Director (or a person authorised by the Director) or the court has determined qualifies for the receipt of Contract Work
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA.
Contract Documents	The documents listed at paragraph 1.11 of the IFA.
Contract for Signature	The document of that name issued by the LAA and signed by the LAA and the Applicant in relation to this Contract
Contact Period	Has the meaning given in the Contract for Signature
Contract Start Date	The date from which the Provider must deliver the HPCDS Contract Work, being 1 October 2018
Court	One or more courts as specified in your Schedule or where applicable, any Alternative Hearing Venue or additional venue(s) that we and/or Her Majesty's Courts and Tribunals Service (HMCTS) may specify from time to

	time, which hears Acts of Assistance covered by the Scheme and which you are required to attend in order to provide Acts of Assistance in accordance with the requirements of the Contract.
Data Protection Laws	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time
Data Subject	As defined in the GDPR
Deadline	The deadline to submit a Tender under this process which is 7 September 2018.
e-Tendering system	The LAA's secure internet site at <a href="http://www.legalaid.bravosolution.co.uk">www.legalaid.bravosolution.co.uk</a> through which Tenders and the procurement process as a whole are managed.
Exclusive Schedule	The document of that name incorporated within a HPCDS Contract which includes an authority for a Provider to perform Contract Work in a Scheme.
Face to Face Contract	The 2018 Standard Civil Contract
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'.
Further Face to Face Procurement Process	The LAA's procurement opportunity which opened on 27 June 2018 and closed on 10 August for the award of a 2018 Standard Civil Contract for the delivery of publicly funded face to face civil legal aid services across England and Wales.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)
HMCTS	Her Majesty's Court and Tribunal Service
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Housing and Debt	As set out in the 'Category Definitions 2018' guide published on our website
Housing and Debt Contract Work	Services to be delivered under a legal aid contract in accordance with the requirements of the Contract
Housing Possession Court Duty Scheme, or Scheme, or HPCDS, or HPCDS services	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract.
HPCDS Contract	The agreement between a Provider and the LAA known as the 2013 Housing Possession Court Duty Scheme Contract, as amended, which consists of the Contract Documents and which will be awarded to successful Applicant under this procurement process.
HPCDS Contract Work	HPCDS contract work undertaken in accordance with the 2013 Standard Civil Contract (as amended).
Individual Bid	A bid for Contract Work in a particular Scheme Area.
Information for Applicants ("IFA")	This Information for Applicants (in its entirety)
Invitation to Tender (ITT)	The Scheme ITTs for the HPCDS Contract.
Key Personnel	Any individual who has, or is held out as having either expressly or impliedly, or exercises, (or will have, be held out as having or exercising by the Contract Start Date) powers of representation, decision, veto, influence



	or control in relation to an Applicant including partners, directors, trustees and other senior managers and employees of the Applicant. Where a trust or company would satisfy the above in relation to an Applicant, any individual who has the right to exercise significant influence or control over the activities of that trust or company.
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice that from 1 April 2013 is responsible for the administration of legal aid (including this procurement process)
Main Face to Face Procurement Process	The LAA's procurement opportunity which opened on 19 September 2017 and closed on 10 November 2017 for the award of a 2018 Standard Civil Contract for the delivery of publicly funded face to face civil legal aid services across England and Wales.
Matter Start	A Controlled Work case as defined at Section 1 of the HPCDS Contract Specification
Minimum Requirements	The requirements set out in paragraph 2.8 of the IFA
Offer Letter	The document which contains the term of the contract including amendments to 2013 Standard Civil Contract and changes the contract period and order of precedence of contract docs and provides the mechanism for execution of the Contract.
Office	As defined at 2.32 of the 2018 Standard Civil Contract General Specification
Personal Data	As defined in the GDPR
Processing	As defined in the GDPR
Processor	As defined in the GDPR
Provider	A party to a contract with the LAA in respect of the provision of Legal Aid.
Remuneration Regulations	The Civil Legal Aid (Remuneration) Regulations 2013
Response	An Applicant's response to an ITT as part of this procurement process
Scheme	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of this HPCDS Contract
Security Requirements	The requirements regarding security of the Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2))
Selection Questionnaire or SQ	The Selection Questionnaire which needed to be completed to tender for a HPCDS Contract.
Session	A distinct 'morning' or 'afternoon' session scheduled by the applicable Court in order to hear cases covered by the Scheme
Signed Engagement Agreement	A legally binding written agreement between and executed by an individual and an Applicant confirming that the individual will be employed or otherwise engaged as required by the terms of the HPCDS Contract by the Applicant from 1 October 2018, or the date provided in answer to question xx of the Applicant's ITT Response as the date it can commence delivering HPCDS services. The terms "written agreement," as used in this IFA, and

	“formalised agreement,” as used in the Specification, bear the same meaning.
Solicitors Regulation Authority or SRA	Solicitors Regulation Authority; a Relevant Professional Body
Specification	The 2013 Contract Specification, as amended, which sets out the nature of the Contract Work to be delivered.
Supervisor	Any person employed by the Applicant who meets the Supervisor Standard set out in the Specification, and who will be actively supervising the Contract Work tendered for
Supplemental Face to Face Procurement Process	The LAA’s procurement opportunity which opened on 23 April 2018 and closed on 21 May 2018 for the award of a 2018 Standard Civil Contract through which the LAA invited tenders for face to face services in addition to those awarded under the Main Civil 2018 Procurement Process.
Tender	An Applicant’s complete response to this procurement process consisting of a SQ Response and a Response to one of more of the HPCDS ITTs.