

**Procurement of Criminal Legal Aid Services in England and Wales from 1 April 2017
Information for Applicants**

The Legal Aid Agency (LAA) is inviting Tenders for the delivery of publicly funded criminal legal aid services from 1 April 2017 under a 2017 Standard Crime Contract (“**Crime Contract**”)

The Deadline for submitting Tenders is 12 noon on 15 September 2016 (“Deadline”)

This Information for Applicants document (“**IFA**”) provides information about this procurement process, including how Applicants submit a Tender, and the rules governing Tenders

Applicants must read this IFA in its entirety before submitting their Tender and all supplementary information provided, such as ‘Frequently Asked Questions’.

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at Annex D or in the Crime Contract. References to ‘procurement process’ are to the process for procurement of the Crime Contract under this IFA

Timetable

Below is a list of indicative dates for key activities. Where there are changes to the dates set out below, the LAA will notify Applicants through the eTendering system.

| Activity | Timescale |
|---|--|
| Procurement process opens and available via the LAA’s eTendering portal | 21 July 2016 |
| Final date for submission of questions about this procurement process | 12 noon on 8 August 2016 |
| ‘Frequently Asked Questions’ to be published | 22 August 2016 |
| Deadline for submission of Tenders | 12 noon on 15 September 2016 |
| Notification of mandatory criteria fails | Early October 2016 |
| Notification of discretionary criteria fails | Mid October 2016 |
| Deadline for submission of appeals | To be received no later than 2 weeks after notification of outcome |
| Outcome of Tenders notified | November 2016 |
| Deadline for Passing verification for inclusion on 1 April 2017 (3 month) Rota | 12 December 2016 |
| Deadline for the submission of Duty Solicitor information and CRM12s | 23:59 on 13 January 2017 |
| Final deadline for submitting Tender verification for issuing of Crime Contracts for 1 April 2017 | 31 March 2017 |
| Contract Start Date | 1 April 2017 |

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SECTION 1: INTRODUCTION AND BACKGROUND

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 LAA is inviting Tenders, in each case for one of an unlimited number of Crime Contracts, for the delivery of publicly funded criminal legal aid services from 1 April 2017.
- 1.3 Applicants whose Tenders are successful will be awarded a Crime Contract, subject to satisfactorily verifying their Tender (see Section 8 for details).
- 1.4 The Deadline for submitting a Tender is **12 noon on 15 September 2016**. All Tenders must be completed and submitted using the eTendering system. Late submissions will not be considered under any circumstances. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

About the Crime Contract

- 1.5 Crime Contracts will be let for a period of three years from the Contract Start Date (subject to rights of early termination and the LAA's right to extend for up to a further two years).
- 1.6 Draft Contract documentation is available on the LAA's website at <https://www.gov.uk/government/publications/standard-crime-contract-2017>

Who can submit a Tender

- 1.7 This procurement process is open to any interested party able to meet the LAA's requirements.
- 1.8 The LAA will only contract with single legal entities (including individuals). Should existing organisations wish to merge or join with others to apply for a Crime Contract, they must form a single legal entity. That entity would be responsible for performing all provider obligations under the Crime Contract. It is not necessary for the contracting entity to have been formed at the time an Applicant submits its Tender.
- 1.9 Applicants may only tender for and, if successful under this procurement process, be party to a single Crime Contract.
- 1.10 Applicants whose Tenders are successful must be able to demonstrate before the Contract Start Date that they hold all necessary authorisations and licences to conduct Contract Work.

Outline of the criminal legal aid services

- 1.11 The scope of Contract Work covered by the Crime Contract is set out at Paragraph 1.3 of the Contract Specification.
- 1.12 Applicants may tender to carry out Contract Work in the following Classes of Work at each Office from which they wish to deliver criminal legal aid services:
- Criminal Investigations and Criminal Proceedings (this includes Appeals and Reviews); and/or
 - Prison Law (this includes Appeals and Reviews); or
 - Appeals and Reviews only
- 1.13 Applicants tendering to deliver Criminal Investigations and Criminal Proceedings who wish to join Duty Schemes must indicate this as part of their Tender for each of their Offices.
- 1.14 Applicants tendering to deliver Prison Law Contract Work in addition to Criminal Investigations and Criminal Proceedings must indicate this as part of their Tender for each of their Offices.

Client choice and allocation of criminal legal aid services

- 1.15 The LAA does not guarantee any minimum volume of cases or Contract Work under the Crime Contract. Clients are free to choose a legal representative of their choice to advise or represent them from those providers who hold a Crime Contract.

- 1.16 Where they applied to join them, Crime Contract holders will be allocated Duty Slots on the Duty Scheme(s) for which their Office(s) qualifies. Information about how Duty Solicitor work will be allocated is set out in more detail at Section 3.
- 1.17 Broadly, Crime Contract holders will be allocated a share of all Duty Slots available on each Scheme they have membership of. The share will be determined by the number of Duty Solicitors the Crime Contract holders have Engaged, subject to any allocation reserved to the Public Defender Service.
- 1.18 Whilst the LAA will allocate Duty Slots to the PDS, the PDS does not need to tender for a Crime Contract as it is part of the LAA. More information about the PDS is available at <http://publicdefenderservice.org.uk>.
- 1.19 The award of a Crime Contract and membership of any associated Duty Scheme does not guarantee a minimum amount of Contract Work and changes to the PDS and Criminal Justice System may affect levels of work in one or more Schemes during the term of the Crime Contract.

Payment for Contract Work

- 1.20 As is the case under current criminal contracts, payments under the Crime Contract will be at the rates set out in Legal Aid Legislation.
- 1.21 The Written Ministerial Statement made by the Lord Chancellor on 28 January 2016 announced that the second fee cut which was introduced in July 2015 has been suspended for a period of 12 months from 1 April 2016.

SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

- 2.1 To be eligible for the award of a Crime Contract under the procurement process, Applicants must submit a Tender consisting of a response to:
 - the Organisation ITT: which covers requirements applying to the Applicant as a whole; and
 - one or more of the Individual Bid ITTs: which cover Selection Criteria and Award Criteria, including the Offices from which you wish to deliver Contract Workwhich must in each case be capable of assessment.
- 2.2 If the Organisation ITT is not submitted or is incapable of assessment the Tender will be rejected.
- 2.3 If an Individual Bid ITT is not submitted or is incapable of assessment it will be rejected.
- 2.4 An Applicant must ensure that its entire Tender is capable of concurrent delivery. Where it submits a response to multiple Individual bid ITTs it is warranting that it will be able to deliver concurrently services under all of those Individual Bid ITTs if successful.
- 2.5 Because the LAA will be awarding a single Crime Contract, Applicants are also reminded that where a contract award is made, they may only accept the entire contract as offered. For example, if an Applicant has submitted a Tender to deliver Contract Work from five Offices and all five are successful, it must take up the offer

across all five Offices or decline the offer entirely save in exceptional circumstances beyond the Applicant's control.

- 2.6 By submitting a Tender, Applicants commit to meeting the Crime Contract requirements four weeks before the Contract Start Date. The Crime Contract requirements are set out in Section D of Annex B of this IFA and they are summarised in the following table:

| No. | Requirement on Applicant | Further information |
|------------|--|---|
| 1. | To have been granted appropriate authorisation by a Relevant Professional Body | For the avoidance of doubt, this does not preclude non-solicitor entities from applying provided that they are able to form the appropriate legal entity Individuals applying to hold the Crime Contract must have all necessary licences and authorisations to conduct Contract Work by four weeks before the Contract Start Date |
| 2. | To hold a Quality Standard | Either the LAA Specialist Quality Mark (SQM) as audited by the SQM Delivery Partnership or the Law Society's Lexcel Practice Management Standard (Lexcel): see paragraph 2.11-2.17 of this IFA for further details |
| 3. | To have an Office in England or Wales that meets the requirements set out in the Contract Specification to the Crime Contract | See paragraph 2.44 to 2.52 of the Contract Specification |
| 4. | Applicants tendering to deliver Contract Work in the Criminal Investigations and Criminal Proceedings Class of Work: To Employ at least one Full Time Equivalent Supervisor meeting the Criminal Investigations and Criminal Proceedings Supervisor requirement | See section 2 of the Contract Specification |
| 5. | Applicants tendering to deliver Contract Work in the Prison Law Class of Work: To Employ at least one Full Time Equivalent Supervisor meeting the Prison Law Supervisor requirement | See section 2 of the Contract Specification |
| 6. | Applicants tendering to deliver Contract Work in the Appeals and Reviews Class of Work: To Employ at least one Full Time Equivalent Supervisor meeting the Appeals and | See section 2 of the Contract Specification |

| | Reviews Supervisor requirement | |
|----|---|--|
| 7. | Where a Supervisor will be undertaking Supervision in the: (a) Criminal Investigations and/or Appeals and Reviews Class of Work; or (b) Prison Law and any other Class of Work To maintain a ratio of one Full Time Equivalent Supervisor to four Designated Fee Earners or Caseworkers | See paragraph 2.30 of the Contract Specification |
| 8. | Where a Supervisor will be undertaking Supervision in the Prison Law Class of Work only: To maintain a ratio one Full Time Equivalent Supervisor to six Designated Fee Earners or Caseworkers | See paragraph 2.29 of the Contract Specification |

- 2.7 In accordance with the verification process set out at Section 8 of this IFA, the LAA will require confirmation four weeks before the Contract Start Date that the necessary arrangements are in place to meet the Criteria contained in Annex B of this IFA. The LAA will not issue contract documentation to, or contract with any Applicant which is unable to provide such confirmation.
- 2.8 Applicants must submit the details of each Office from which they wish to deliver criminal legal aid services.
- 2.9 Where Applicants tender to deliver Criminal Investigations and Criminal Proceedings work they must also confirm whether they wish to join the relevant Duty Schemes from each Office.

Supervisor requirements

- 2.10 The Supervisor requirements are set out at paragraphs 2.1 – 2.31 of the Contract Specification.

Quality Standard requirements

- 2.11 Contract holders are required to hold a Quality Standard throughout the Contract. By the Contract Start Date, Applicants must hold either the LAA's Specialist Quality Mark ("**SQM**") following audit by the SQM Delivery Partnership or the Law Society's Lexcel Practice Management standard ("**Lexcel**"). Where an Applicant holds a valid Quality Standard evidence of this should be submitted as part of the Tender.
- 2.12 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.
- 2.13 Where an Applicant already holds the SQM following audit by the SQM Delivery Partnership or is in the process of being audited by them, it need not reapply for the

SQM, unless it must do so to continue to hold the SQM. Requirements according to the Quality Standard an Applicant chooses to hold are detailed below:

| Applicant Type | Requirement |
|--|---|
| Applicants who intend to hold the SQM | <ul style="list-style-type: none"> - Pass desktop audit at least four weeks before Contract Start Date - Fully pass the Pre SQM audit within six months of the Contract Start Date - Fully pass the Post SQM audit within twelve months of the Contract Start Date |
| Applicants who intend to hold Lexcel | - Achieve Lexcel accreditation at least four weeks before Contract Start Date |
| Applicants who already hold Lexcel | - Must hold a valid accreditation that will be in force until at least 1 April 2017 |
| Applicants who already hold an SQM audited by SQM Delivery Partnership | - Must hold a valid accreditation that will be in force until at least 1 April 2017 |

- 2.14 It is an Applicant's responsibility to ensure it meets the LAA's requirements at least four weeks before the Contract Start Date **as no extensions of time will be permitted**. Applicants are, therefore, advised to apply for their chosen Quality Standard as early as possible.
- 2.15 It is the sole responsibility of the Applicant to contact the Quality Standard auditing organisation and arrange any necessary audits. The LAA assumes no responsibility for monitoring Applicants' progress towards achieving a Quality Standard.
- 2.16 Further information about the SQM and how to register with the SQM Delivery Partnership can be found at <http://www.sqm.uk.com>.
- 2.17 Further information on Lexcel can be found on The Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>.

Indemnities

- 2.18 The indemnity must be signed by the ultimate owners of the Applicant and/or such persons as the LAA might reasonably regard as being controllers and/or senior managers of the Applicant and/or where the Applicant is a limited company, from any company which is its holding company.
- 2.19 Applicants with limited liability (unless a registered charity) must supply the LAA with a relevant indemnity, where possible, with its Tender but by no later 23.59 31 March.
- 2.20 If the Applicant fails to provide a completed indemnity form complying with these requirements, the contract offer will be withdrawn. The LAA will not issue contract

documentation to any Applicant who is unable to provide confirmation of this. A copy of the indemnity form is available at <https://www.gov.uk/government/publications/personal-guarantee-and-indemnity>

SECTION 3: DUTY SCHEMES

- 3.1 The LAA divides the Criminal Justice System (CJS) areas in England and Wales into a number of Duty Schemes, based on police station and magistrates' court location in the area.
- 3.2 The LAA operates two Duty Schemes:
 - the Police Station Duty Scheme; and
 - the magistrates' court Duty Scheme (including the Virtual Court Duty Scheme).
- 3.3 Duty Schemes ensure that qualifying individuals who require assistance at the police station or the magistrates' courts and who do not have their own Solicitor have access to a Duty Solicitor.
- 3.4 Crime Contract holders on Duty Schemes will be allocated Duty Slots on both the police station scheme rota and magistrates' court scheme rota in that area. In London, special rules apply to Applicants that qualify for London Schemes. Duty Solicitor Engaged by Applicants and Contract holders may only select two adult court Duty Schemes on which they may appear, as well as an associated youth court. For those youth courts not expressly listed, membership of a court Scheme will be taken to include the associated youth court.
- 3.5 Generally the LAA will publish Rotas every six months and will allocate the slots proportionately to the number of Duty Solicitors Engaged by Crime Contract holders.
- 3.6 However, the first Rota will commence on 1 April 2017 and will run until 30 June 2017 and will consist of all those Duty Solicitors Engaged by Applicants who have successfully Tendered for Duty Schemes and who have Passed verification by 12 December 2016 and for whom the LAA receives CRM12s by **23.59 on 13 January 2017**.
- 3.7 The second Rota will commence on 1 July 2017 and will run until 31 December 2017 and will consist of all those Duty Solicitors Engaged by Applicants who have successfully Tendered for Duty Schemes and who have submitted verification by 31 March 2017 and for whom the LAA receives CRM12s by **23.59 on 7 April 2017**.
- 3.8 Details of the operation of Duty Schemes can be found in Section 6 of the Contract Specification.

Applications to join Duty Schemes

- 3.9 As part of this procurement process, the LAA is also inviting Applicants to apply to join the Duty Scheme(s) for which they are eligible by virtue of the postcode of their Office(s).
- 3.10 There will be no further opportunity to apply for inclusion on additional Duty Schemes under the Crime Contract.
- 3.11 To join a Duty Scheme, Applicants must have an Office within the qualifying geographical boundaries, as set out in the Duty Solicitor Postcode Tool available at <http://www.gov.uk/government/publications/legal-aid-crime-tender-2017>

The definition of an Office is set out at paragraphs 2.41 to 2.52 of the Contract Specification.

- 3.12 A list of Duty Schemes under the Crime Contract can be found at Annex A.
- 3.13 As part of their responses to Individual Bid ITTs Applicants will be required to confirm whether or not they wish to undertake Duty Solicitor work as part of the Criminal Investigations and Criminal Proceedings Classes of Work.
- 3.14 There is no requirement for Duty Solicitors to be working for Applicants at the time of tender but to be eligible for Duty Slots they must be Engaged from 1 April 2017. In addition, Applicants must be able to provide fully completed CRM12s for each individual by 23:59 on 13 January 2017 in order to be awarded Duty Slots on the first Rota.
- 3.15 For the avoidance of doubt, CRM12s will be required for:
- all Duty Solicitors who are currently working for the Applicant on Schemes under the current Crime Contingency Contract, and who will be Engaged by the Applicant from 00.01am on 1 April 2017; and
 - newly qualified Duty Solicitors; and
 - any Duty Solicitors who will move organisations and be Engaged by the Applicant from 00.01am on 1 April 2017.

Duty Solicitor work allocation

- 3.16 Duty Slots will be allocated pro-rata to the number of Duty Solicitors Engaged by all organisations who have membership of a Scheme. Accordingly the frequency of slots on a Scheme will depend on the number of other organisations who apply and qualify to join that Scheme and the number of Duty Solicitors Engaged by those organisations.
- 3.17 The LAA will confirm eligibility for the Schemes for which Applicants have applied, based on the Scheme catchment areas in which the Office(s) is located, when it advises Applicants of the outcome of their Tender.

SECTION 4: e-TENDERING SYSTEM

- 4.1 All Tenders must be completed and submitted using the eTendering 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
- 4.2 Applicants already registered on the eTendering system whose registration details remain up to date do not need to register again.
- 4.3 Where an Applicant already has multiple registrations on the eTendering system it should ensure that it uses the registration which matches the organisation name and trading style in which it submits its Tender.
- 4.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the eTendering system homepage to get their password reset.
- 4.5 Applicants must familiarise themselves with the eTendering system guides available through the 'Technical Support and Guidance' link on the eTendering system home page. These provide detailed guidance on how to complete a Tender.

- 4.6 The LAA will communicate with Applicants about this procurement process through the eTendering 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 eTendering 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.
- 4.7 The Organisation ITT and Individual Bid ITTs are available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the eTendering system. Alternatively, if an Applicant is already in one of the ITTs in the eTendering system they can access the other ITTs by clicking on 'multi lot view' on the left hand side of the screen.
- 4.8 Applicants must ensure that they access and submit the correct ITTs: Applicants must respond to the Organisation ITT and at least one of the Individual Bid ITTs. Applicants are not obliged to respond to all of the Individual Bid ITTs; they only need to submit a response to the Individual Bid ITT(s) relevant to the location(s) of their Office(s).
- 4.9 Having selected the ITT they wish to respond to, 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.
- 4.10 Once Applicants have completed their responses to the Organisation ITT and each of the Individual Bid ITTs they wish to respond to, they must submit their Tender by clicking on the "Submit Response" button within each of the ITTs. Please note that the Organisation ITT must be submitted first as it is not possible to submit a response to an Individual Bid ITT until a response to the Organisation ITT has been submitted. The eTendering system, however, will not prevent an Applicant from submitting a response to the Organisation ITT without a Individual Bid (a response to an Individual Bid ITT).
- 4.10 Applicants may amend and re-submit their Tender at any time up to the Deadline. If so amended and re-submitted, only the latest Tender submitted shall be assessed. It is the Applicant's sole responsibility to 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 may be carried out by the LAA.
- 4.12 An Applicant may check that it has successfully submitted its Tender 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 Tender for the first time.
- 4.13 Tenders are sealed. This means that the LAA is unable to access information about submitted Tenders prior to the Deadline. The LAA cannot confirm receipt of a Tender or if a Tender has been completed correctly.
- 4.14 All questions marked with a red asterisk on the eTendering system are mandatory. The eTendering system will not permit an Applicant to submit its Tender unless answers to those questions are provided.
- 4.15 There is a button in the eTendering system called 'check mandatory questions'. By clicking on this the eTendering 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.

- 4.16 When an Applicant submits its Tender for the first time, it will receive an automated message that its response has been successfully submitted. This only provides an indication of whether the Tender has been transmitted to the LAA and not whether the Tender is fully completed and/or will be assessed as being successful.

SECTION 5: COMPLETION OF THE TENDER

- 5.1 A Tender will consist of a response made through the eTendering system to the Organisation ITT and one or more of the Individual Bid ITTs.

Organisation ITT

- 5.2 The Organisation ITT can be found at ITT 430 – ‘Organisation ITT for 2017 Standard Crime Contracts from April 2017’ in the eTendering system.
- 5.3 The questions contained in the Organisation ITT, information on pass and fail responses to those questions and the associated Compliance Officer for Legal Practice (COLP) and Head of Legal Practice (HOLP) declaration are reproduced in Annex B to this IFA.
- 5.4 The Organisation ITT is arranged as follows:

| Organisation ITT Section | Section content | Overview of requirements and approach for Applicant response |
|---------------------------------|-------------------------------------|---|
| A | Organisation and contact details | Information about the Applicant. This information is non-assessed but may be used in the verification of the Applicant's Tender. |
| B | Grounds for mandatory exclusion | Questions on grounds for mandatory exclusion. |
| C | Grounds for discretionary exclusion | Questions on grounds for discretionary exclusion. Where the Applicant submits a response designated as a 'discretionary fail' it must provide a comprehensive response to the supplementary questions provided. This is because, subject to paragraph 9.18 of this IFA, this will be the single source of information the LAA will use to decide whether or not exceptional circumstances apply. Where the LAA determines exceptional circumstances do not apply, it will exclude the Applicant from the process. In responding to any supplementary questions, the Applicant must provide only |

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| | | <p>information relevant to the Criterion concerned. Any information provided that is not relevant to the particular Criterion and the Applicant's explanation of exceptional circumstances will not be considered by the LAA.</p> <p>Financial Assessment</p> <p>Where an Applicant or a member of the Applicant's Key Personnel indicates that it has entered into a Company Voluntary Arrangement (CVA) or an Individual Voluntary Arrangement (IVA) as a result of unmet taxes and social security contributions, and having entered such as an Arrangement has not met all payments of taxes and social security contributions which it and/or Key Personnel is subsequently liable for, the Applicant will be subject to a Financial Assessment.</p> <p>Expansion risk assessment</p> <p>Where an Applicant</p> <ul style="list-style-type: none"> i. currently has 10 or more Duty Solicitors and is intending to increase the number of Duty Solicitors it Engages by 50% or more; or ii. currently has 1 - 9 Duty Solicitors but intends to Engage 10 or more and this is an increase of 50% or more; or iii. (being an Applicant who does not currently have any Duty Solicitors) is intending to Engage 10 or more Duty Solicitors <p>it will be subject to a risk assessment to confirm that it has the financial capacity to deliver the Contract Work tendered for.</p> <p>All Applicants that are subject to either the Financial Assessment or the expansion risk assessment must submit the following Financial Information:</p> <ul style="list-style-type: none"> i. 2 years' audited or certified accounts dating from no earlier than the year ending 31 December 2013, where held; and/or ii. Business Plan covering the 12 months period from the submission of the Tender; and iii. Cash Flow Forecast Template which must: |
|--|--|--|

| | | |
|----------|-----------------------------|--|
| | | <ul style="list-style-type: none"> • be completed; and • contain a Cash Flow Forecast for 24 months from the submission of the Tender. <p>Where an Applicant is unable to provide 2 years' audited or certified accounts dating from no earlier than the year ending 31 December 2013, it will be required to provide details of why such information is not available and where, required, to provide equivalent information.</p> <p>There is no template for the Business Plan but details of the information that must be provided are at Annex C. Where an Applicant is required to submit its Business Plan, this must be uploaded by clicking against the 'Click to attach' button at the relevant question of the Organisation ITT.</p> <p>Applicants required to do so must complete and upload the Cash Flow Forecast Template which can be accessed from the 'Buyer Attachments' section in the Organisation ITT. This form is compatible with any PC or Mac version of Microsoft Excel.</p> <p>Details entered into the Template will only be saved if the Applicant saves the form on its own computer system. Once the relevant Template has been completed and saved on the Applicants' own system, it can be uploaded into the Organisation ITT response by clicking on the 'Click to attach' button.</p> |
| D | Crime Contract requirements | <p>A declaration committing the Applicant to meeting certain Crime Contract requirements four weeks before the Contract Start Date.</p> <p>Where applicable, evidence to verify the Crime Contract requirements are met will be collected.</p> |
| E | Declarations | <p>A declaration from the Applicant's COLP or HOLP, as applicable, that:</p> <ul style="list-style-type: none"> • it will meet relevant Criteria and that the information provided within its Tender is accurate; and • that they understand the LAA may exclude the Applicant from the procurement process by rejecting its Tender if it has failed to answer all relevant questions fully |

| | | |
|--|--|--|
| | | or the information provided is inaccurate in any material way. |
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Individual Bid ITTs

5.5 There are 12 Individual Bid ITTs. Duty Schemes have been divided across these ITTs based on their proximity to LAA administrative offices. In the eTendering system these can be found at:

- ITT 433 – Individual Bid ITT for Birmingham
- ITT 434 – Individual Bid ITT for Brighton
- ITT 435 – Individual Bid ITT for Bristol
- ITT 436 – Individual Bid ITT for Cambridge
- ITT 437 – Individual Bid ITT for Leeds
- ITT 438 – Individual Bid ITT for Liverpool
- ITT 432 – Individual Bid ITT for London
- ITT 439 – Individual Bid ITT for Manchester
- ITT 440 – Individual Bid ITT for Newcastle
- ITT 441 – Individual Bid ITT for Nottingham
- ITT 442 – Individual Bid ITT for Reading
- ITT 443 – Individual Bid ITT for Wales

5.6 Applicants must use the Duty Solicitor Postcode Tool at <http://www.gov.uk/government/publications/legal-aid-crime-tender-2017> to determine which Individual Bid ITT covers each of their Offices and must complete the correct Individual Bid ITT for each Office from which they wish to deliver Contract Work. Where Applicants have more than one Office covered by a particular Individual Bid ITT, details of all such Offices must be provided in the same Individual Bid ITT.

5.7 A list of the 12 Individual Bid ITTs and further information about the areas and Duty Schemes covered by each Individual Bid ITT can be found in Annex A of this IFA.

5.8 Each Individual Bid ITT is arranged as follows:

| Individual Bid ITT Section /content | Overview of requirements and approach for Applicant response | |
|--|---|---|
| | Applicants applying to join Duty Schemes | Applicants not applying to join Duty Schemes |
| Section A – Individual Bid Tender Information | Class (es) of Work being tendered for - for each Office covered by an Individual Bid ITT. | |
| Duty Scheme eligibility | Applicants applying to join Duty Schemes to use Postcode Tool to check Duty Scheme eligibility by reference to their Office(s) postcode(s). | N/A |

| | | |
|--|--|--|
| <p>Duty Information Form (“DIF”) – General</p> | <p>DIF is accessed from ‘Buyers Attachments’ section of Individual Bid ITTs.</p> <p>Detailed guidance on use and completion of each section of the DIF is included on the form.</p> <p>The DIF requires Applicants to enable macros and Applicants are therefore encouraged to ensure that they access the form from a system that can enable macros and not, for example, from mobile or tablet devices.</p> <p>Applicants that cannot enable macros on their IT system must request a non-macro version of the DIF through the eTendering system message board by 8 August 2016. NOTE: this version does not include prompts to assist Applicants to complete the form.</p> <p>Applicants must complete a DIF for each of their Individual Bid ITT responses. They must save each DIF into their IT system or the details they have completed will not be saved. Applicants must upload the relevant DIF into its Individual Bid ITT response by clicking the ‘Click to attach’ button provided in the Individual Bid ITT.</p> <p>NOTE: As the DIF is completed outside of the eTendering system, it is not possible for the eTendering system to prevent incorrect or incomplete information being submitted.</p> | <p>N/A</p> |
| <p>DIF - guidance, rules and specific requirements</p> | <p>Applicants are solely responsible for ensuring DIF fully and accurately completed and that the relevant DIF is attached to the Individual Bid ITT to which it applies.</p> <p>If an Applicant does not submit a DIF with an Individual Bid ITT response, it will not be eligible to join any Duty Schemes in the area covered by that Individual Bid ITT during the term of the Crime Contract.</p> <p>As Duty Scheme eligibility is determined by the location of an Office, Applicants submitting Tenders for any Office that they do not yet have must provide as full a postcode for each such prospective Office as possible in order to select Duty Schemes they wish to apply to join.</p> | <p>Applicants not required to submit DIF as part of their Individual Bid ITT response(s) but are required to confirm the Office address (es) and postcodes relevant to the Individual Bid ITT.</p> |

| | | |
|---|---|-----|
| | Applicants are solely responsible for ensuring that they submit the correct address and postcode for the correct Office through the relevant Individual Bid ITT response. Where this is not done, the LAA may reject the Individual Bid ITT response. | |
| <p>Additional Office Information Form -</p> <p>guidance, rules and specific requirements</p> | <p>The eTendering system permits details to be submitted of up to:</p> <p>10 Offices: Criminal Investigations and Proceedings Class of Work where the Applicant does not wish to join relevant Duty Schemes; and</p> <p>5 Offices: Applicants applying to carry out Contract Work in the following Classes of Work (or combination of Classes of Work) only – Prison Law/ Prison Law and Appeals and Reviews/ Appeals and Reviews.</p> <p>Where the number of Offices exceeds the relevant limit, Applicants must submit an Additional Office Information Form as part of their Tender. If an Applicant Organisation does not submit an Additional Office Information Form, these Offices will not be considered as part of the Applicant's Tender.</p> <p>Applicants are solely responsible for ensuring the Additional Office Information Form is fully and accurately completed and attached to the Individual Bid ITT response to which it applies.</p> <p>The Additional Office Information Form is accessed from the 'Buyer Attachments' section of Individual Bid ITTs. Applicants must save each Additional Office Information Form completed into their IT system or the details they have entered will not be saved. Once the relevant form(s) has been completed and saved on the Applicant's own system, they can be uploaded into the Individual Bid ITT response by clicking on the 'Click to attach' button against the relevant question in the Individual Bid ITT.</p> <p>Applicants are solely responsible for ensuring the Additional Office Information Form is fully and accurately completed and attached to the Individual Bid ITT response to which it applies.</p> <p>NOTE: As Additional Office Information Form completed outside of the eTendering system, it is not possible for the eTendering system to prevent incorrect or incomplete information being submitted.</p> | |
| Submission of CRM12 forms | <p>CRM12 forms for each Duty Solicitor are not required as part of the Tender but must be submitted following notification of Crime Contract award. They will be processed subject to completion of the verification process (see section 8 of this IFA).</p> <p>To enable Duty Scheme Rotas to be published ahead of the Contract Start Date, Applicants are required to submit a CRM12 for each Duty Solicitor by 23.59 on 13 January 2017.</p> | N/A |

| | | |
|---|---|--|
| | Any CRM12 forms received after that deadline will not be accepted for the Duty Solicitor rotas commencing on 1 April 2017. | |
| Section B – Crime Contract Declaration | Applicant’s COLP or HOLP, as applicable, must confirm that the information provided is accurate, that they understand the information provided will be used to assess suitability to hold a Crime Contract and that the LAA may reject their Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. | |

SECTION 6: APPLICANTS’ QUESTIONS

6.1 If an Applicant has a question about the procurement process to which they cannot find a response in this document or guidance provided in the eTendering system about the procurement process, it will be able to direct it through two different channels depending on the nature of the query. The two different question types are:

- questions about the content of this IFA; and
- technical questions about how to operate the eTendering system.

Questions about this IFA

6.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **12 noon on 8 August 2016**. This is referred to in the eTendering system as the ‘End date for supplier clarification messages’.

6.3 All such questions must be submitted using the eTendering system message boards.

6.4 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest will 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/legal-aid-crime-tender-2017> in the ‘Procurement process for Criminal Legal Aid Services from April 2017 Frequently Asked Questions (FAQ)’.

Technical questions about how to operate the eTendering system

6.5 There is a helpdesk to provide technical support Applicants’ use of the eTendering 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 usual IT support.

6.6 Questions for the helpdesk should be emailed to: help@bravosolution.co.uk Alternatively, the telephone number for the helpdesk is 0800 3684850 and lines are open from 8am to 6pm Monday to Friday.

6.7 The LAA recommend that Applicants start to complete their Tender 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.

SECTION 7: TENDER ASSESSMENT

- 7.1 Subject to paragraph 7.2 below, the LAA will assess Tenders on the basis of information submitted by the Applicant in its Tender. Tenders will be assessed on a pass or fail basis.
- 7.2 Where an Applicants' Tender states it does not meet the Criterion in questions C.8 and C.9 the LAA will review its own records. Where the LAA is able to identify through the information it holds that the Applicant does meet the Criterion it will be assessed as passing. For all other questions in Section C, the LAA's assessment will be solely reliant on information provided by the Applicant.

CVAs and IVAs imposed as a result of the non-payment of taxes

- 7.3 Where, at question C.2, an Applicant or a member of the Applicant's Key Personnel indicates that it has entered into a Company Voluntary Arrangement (CVA) or an Individual Voluntary Arrangement (IVA) as a result of unmet taxes and social security contributions, and having entered such as an Arrangement has not met all payments of taxes and social security contributions which it and/or Key Personnel is subsequently liable for, the Applicant will be subject to an assessment of Financial Information.

Expansion risk assessment

- 7.4 Where, at question C.16, an Applicant indicates that it is intending to significantly increase the number of Duty Solicitors it Engages under the Crime Contract or (where the Applicant does not currently have any Duty Solicitors) indicates it is intending to Engage more than 10 Duty Solicitors it will be subject to an assessment to test whether an Applicant can demonstrate that it has the financial capacity to deliver the Contract Work tendered for and that the level of expansion is realistic on the information submitted as part of its Tender.
- 7.5 The LAA will conduct the Financial Assessment based on the data contained in the attachments to questions C.2. and/or C.16. It is the Applicant's sole responsibility to ensure that these are fully and accurately uploaded as part of its Tender. The LAA will not clarify the data contained in the attachment.

Where Financial Information is not submitted as part of the Tender

- 7.6 In relation to question C.2 where the LAA is unable to complete the Financial Assessment and/or Expansion risk assessment because the required information has not been included in the attachments to this question, the Tender will be rejected.
- 7.7 In relation to question C.16 where the LAA is unable to complete the Financial Assessment because the required information has not been included in the attachments to this question, the Applicant will be rated Red, as set out below.

Assessment

- 7.8 The assessment of both question C.2 and C.16 will be conducted by a qualified finance professional who will assess the data contained in the Financial Information submitted.
- 7.9 The Financial Information provided will be assessed against the following thresholds:

| Threshold | Assessment |
|-----------|---|
| 1 | That the Applicant has sufficient funds available to run and/or expand the business to the level proposed |

| | |
|---|--|
| | <p>Green – There is available cash to fund the business e.g. to pay debts and/or running costs of the business as they fall due. The cash could be from owner(s), bank facilities or other mixture of funds.</p> <p>Red – No capital or finance in place and no clear plan for where funds will be obtained.</p> |
| 2 | <p>That the Applicant’s forecasting is based on realistic assumptions as to when payment will be received by debtors (LAA, private clients etc) which ensures that the organisation has sufficient funds available to meet its short term liabilities.</p> <p>Green – Has demonstrated that, for example,</p> <ul style="list-style-type: none"> • There is a realistic time lag between billing and payment • The timing of VAT, rent, tax payment • That the work completed in the Cash Flow Forecast is in line with contract awarded and legacy cases where applicable. <p>Red – Has not demonstrated the above</p> |
| 3 | <p>That the Applicant has sufficient income over the next two years of trading to meet its liabilities, for example wage bills and all incidentals</p> <p>Green – The Applicant does not exceed the headroom in any one month throughout the next 2 years or cash flow is mainly break even over the next 2 years.</p> <p>Red – The Applicant exceeds bank facility in any one month over the next 2 years.</p> |
| 4 | <p>That there are reserves available to deal with a 5% unforeseen increase in costs or delays in payment through the period set out in the Cash Flow Forecast</p> <p>Green – Can accommodate a 5% unforeseen increase in costs (calculated from Cash Outgoings on the Cash Flow Forecast)</p> <p>Red – Cannot accommodate a 5% unforeseen increase in costs (calculated from Cash Outgoings on the Cash Flow Forecast).</p> |

CVAs and IVAs imposed as a result of the non-payment of taxes – Outcomes

7.10 A finance professional will review the Financial Information provided and will make a determination on the financial health of the Applicant and its ability to meet its ongoing liabilities. The assessment will be a Red/Green assessment, where an Applicant must be assessed as being Green on all four thresholds.

7.11 Where all four thresholds are not rated as Green the Tender will be rejected.

Expansion risk assessment – Outcomes

- 7.12 A finance professional will review the Financial Information provided and will make a determination as to whether there are sufficient financial resources available to fund the expansion. The assessment will be undertaken on a risk basis, where an Applicant will be rated Green or Red, depending on the level of risk presented to the LAA of provider failure, based on the organisation's proposed level of expansion.
- 7.13 Where all four thresholds are not rated as Green the Applicant will be prioritised for Contract Management activity to ensure compliance with Crime Contract requirements.
- 7.14 The judgement of the finance professional in all such cases shall be binding.

Assessment of Duty Scheme eligibility

- 7.15 Where an Applicant has tendered to join Duty Schemes the geographical location of its Office(s) which satisfy the Crime Contract requirements determines which Scheme(s) it is entitled to join.
- 7.16 In London Duty Scheme eligibility is based on the London borough in which the Applicants' Office(s) are based. In all other areas an Applicant's postcode will be used to determine Duty Scheme eligibility.
- 7.17 Applicants' Office address details as submitted in their DIFs will be checked to ensure that each is eligible for the selected Scheme(s). For the avoidance of doubt, Office address details provided in any other part of an Applicant's Tender will not be assessed for the purposes of evidencing Duty Scheme eligibility.

Notification of Tender outcomes

- 7.18 All Applicants will be notified of the outcome of their Tenders through the eTendering system message board.

Applicants whose Tender is unsuccessful

- 7.19 Notifications to Applicants who have been unsuccessful will include reasons for why their Tender has been assessed as unsuccessful.
- 7.20 The sole right of appeal is set out at paragraph 9.24 of this IFA.

SECTION 8: VERIFICATION OF CRIME CONTRACT TENDERS

- 8.1 Applicants will have the opportunity to submit information to verify their bids as part of the Tender.
- 8.2 Where an Applicant does not or is not able to submit compliant verification information with its Tender it must Pass verification by the deadlines set out in paragraph 8.4 below.

Applicants applying to join Duty Schemes

- 8.3 The LAA requires approximately 3 months to produce and circulate Rotas from the submission of CRM12 forms. During this time the LAA will compile and publish

membership lists for comment and produce final rotas for circulation to Crime Contract holders and the Duty Solicitor Call Centre (DSCC).

- 8.4 The LAA will operate:
- i. three month Rotas from 1 April 2017. Any Applicant that has successfully Tendered for Duty Schemes and wishes to be allocated Duty Slots from 1 April must have Passed the verification process by **23.59 on 12 December 2016** as set out in paragraphs 8.12 and 8.15; followed by
 - ii. six month Rotas from 1 July 2017. Any Applicant that has successfully Tendered for Duty Schemes and wishes to be allocated Duty Slots from 1 July must submit compliant verification information by **23.59 on 31 March 2017** as set out in 8.18.
- 8.5 Applicants that have successfully Tendered for Duty Schemes and that are allocated Duty Slots on Rotas running from 1 April and/or 1 July 2017 will be limited to submitting CRM12s for either:
- i. the number of Duty Solicitors they confirm as part of their Tender, where they have been subject to the expansion risk assessment; or
 - ii. where they currently have 7 or more Duty Solicitors an increase of less than 50% of the number of Duty Solicitors that they currently have, where they are not subject to the expansion risk assessment; or
 - iii. 9 Duty Solicitors for all Applicants who do not fall within either i. or ii. above.
- For the avoidance of doubt, Applicants will not be able to add any additional Duty Solicitors (i.e. over and above the number they are limited to either by i. ii. or iii. in this paragraph, as applicable) for these Rotas but will be able to replace Duty Solicitors who leave the organisation up to the number Tendered for.
- 8.6 An Applicant that has successfully Tendered for Duty Schemes and does not Pass verification by 12 December 2016 but submits information by 31 March 2017 which Passes verification will be authorised to undertake Contract Work on an Own Client basis only from 1 April 2017 and to join Duty Schemes from 1 July 2017.
- 8.7 Applicants that are unable to meet either of these deadlines will not be eligible to join Rotas during the life of the Crime Contract.

Applicants submitting verification information as part of its Tender

- 8.8 Applicants who are able to submit verification information are strongly advised to provide this as part of their Tender as this will enable the verification of their Tender and their inclusion on Rotas to commence as soon as possible.
- 8.9 As part of the Tender outcome notification letter the LAA will confirm what, if any, verification information is outstanding.

8.10 Only Applicants that have successfully Passed verification by providing information that is compliant with the requirements of the procurement process by 23.59 on 12 December will be included on the Rotas from 1 April 2017.

Applicants wishing to be allocated Duty Slots on Rotas from 1 April 2017

8.11 Applicants wishing to be allocated Duty Slots from 1 April 2017 must be verified by the LAA as verifying the following initial contract requirements relating to the delivery of Duty Solicitor work for each Office Tendered for.

8.12 Where Applicants are able to verify these initial contract requirements they will be invited to submit CRM12s by 23:59 on 13 January 2017:

| <i>What will the LAA verify</i> | <i>What evidence will be required from the Applicant?</i> | <i>When will the verification information be requested?</i> | <i>Applicants must Pass verification by:</i> |
|---|--|--|---|
| Applicants hold authorisation from a Relevant Professional Body | Confirmation of SRA or BSB Number | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 12 December 2016 |
| Each Office from which the Applicant is applying to conduct criminal legal aid work meets the Office requirements in the Crime Contract | Full postal address including postcode. Where you do not currently have an Office you must provide the town or city in which the Office will be set up | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 12 December 2016 |
| Where Criminal Investigations & Criminal Proceedings work is tendered for the Applicant Employs a Supervisor that meets the Crime Supervisor Standard | One compliant Supervisor Declaration Form(s) per Office. Please note that as set out at paragraph 2.8 of the Contract Specification Supervisors may act as a Supervisor at a maximum of two of your Offices | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 12 December 2016 |

8.13 An Applicant will only be invited to submit CRM12s for those Office(s) that Pass this verification stage.

- 8.14 Where an Applicant is unable to Pass verification for some its Offices by 23.59 on 12 December, those Offices may still be eligible to join Duty Rotas from 1 July where the Applicant is able to submit verification information by 31 March 2017.
- 8.15 Applicants that Pass the verification of initial contract requirements must also Pass the following remaining contract requirements prior to joining Rotas from 1 April:

| <i>What will the LAA verify</i> | <i>What evidence will be required from the Applicant?</i> | <i>When will the verification information be requested?</i> | <i>Applicants must submit verification by:</i> |
|--|--|--|--|
| Applicants hold a Quality Standard | Valid SQM or Lexcel certificate. Where the Applicant has passed the desktop SQM audit only, please provide a copy of the letter of confirmation | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 28 February 2017 |
| Applicants with limited liabilities have provided appropriate indemnities | Completed Indemnity Form | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 28 February 2017 |
| Where Criminal Investigation and Criminal Proceedings work tendered for the Applicant meets the 1:4 FTE Supervisor to Caseworker ratio | Crime contract holders will be required to demonstrate that they meet the 1:4 FTE Supervisor to Caseworker ratio | Following Crime Contract execution | A Contract Management visit will be conducted to confirm compliance within 6 months of Contract Start Date |
| Where Prison Law is tendered for the Applicant Employs a Supervisor that meets the Prison Law Supervisor Standard | Compliant Supervisor Declaration Form(s) | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 28 February 2017 |
| Where Prison Law work only is tendered for the Applicant meets the 1:6 FTE Supervisor to Caseworker ratio (or 1:4 FTE where another Class of Work is also conducted) | Crime contract holders will be required to demonstrate that they meet the 1:6 FTE Supervisor to Caseworker ratio | Following Crime Contract execution | A Contract Management visit will be conducted to confirm compliance within 6 months of Contract Start Date |

Applicants not applying to join Duty Schemes or who are unable to pass verification by 12 December 2016

8.16 All successful Applicants will be required to submit information to verify their Tenders by 31 March 2017. Where responses to verification requests are received later than 28 February 2017 the LAA cannot guarantee that it will issue contract documentation by 1 April 2017.

8.17 Where no response is received to a verification request by the Contract Start Date or information is provided but is incomplete the contract offer will be withdrawn.

8.18 The table below sets out the information we will request from Applicants to verify Crime Contract offers:

| <i>What will the LAA verify</i> | <i>What evidence will be required from the Applicant?</i> | <i>When will the verification information be requested?</i> | <i>Applicants must submit verification by:</i> |
|---|---|--|---|
| Applicants hold authorisation from a Relevant Professional Body | Confirmation of SRA or BSB Number | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 31 March 2017 Where relevant, Applicants would be eligible to join Duty Schemes from July, subject to Passing all other verification requirements. |
| Applicants hold a Quality Standard | Valid SQM or Lexcel certificate. Where the Applicant has passed the desktop SQM audit only, please provide a copy of the letter of confirmation | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 31 March 2017 Where relevant, Applicants would be eligible to join Duty Schemes from July, subject to Passing all other verification requirements. |
| Applicants with limited liabilities have provided appropriate indemnities | Competed Indemnity Form | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 31 March 2017 |
| Each Office from which the Applicant is applying to conduct criminal legal aid work meets the Office requirements in the Crime Contract | Full postal address including postcode. Where you do not currently have an Office you must provide the town or city in which the Office will be set up | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 31 March 2017 Where relevant, Applicants would be eligible to join Duty Schemes from July, subject to Passing all other verification requirements. |
| Where Criminal Investigations & Criminal Proceedings work is tendered for | One compliant Supervisor Declaration Form for | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not | 31 March 2017 Where relevant, Applicants would be |

| | | | |
|--|--|--|--|
| the Applicant Employs a Supervisor that meets the Crime Supervisor Standard | each Applicant per Office. Please note that as set out at paragraph 2.8 of the Contract Specification Supervisors may act as a Supervisor at a maximum of two of your Offices . | fully compliant, as part of any contract award notification | eligible to join Duty Schemes from July, subject to Passing all other verification requirements. |
| Where Criminal Investigations and Proceedings work is tendered for the Applicant meets the 1:4 FTE Supervisor to Caseworker ratio | Crime contract holders will be required to demonstrate that they meet the 1:4 FTE Supervisor to Caseworker ratio | Following Crime Contract execution | A Contract Management visit will be conducted to confirm compliance within 6 months of Contract Start Date |
| Where Prison Law is tendered for the Applicant Employs a Supervisor that meets the Prison Law Supervisor Standard | Compliant Supervisor Declaration Form(s) | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 31 March 2017 |
| Where Prison Law work only is tendered for the Applicant meets the 1:6 FTE Supervisor to Caseworker ratio (or 1:4 FTE where another Class of Work is also conducted) | Crime contract holders will be required to demonstrate that they meet the 1:6 FTE Supervisor (or 1:4 FTE as applicable) to Caseworker ratio | Following Crime Contract execution | A Contract Management visit will be conducted to confirm compliance within 6 months of Contract Start Date |

| | | | |
|---|--|--|--|
| Where Appeals and Reviews only work is tendered for the Applicant Employs a Supervisor that meets the Appeals and Reviews Supervisor Standard | Compliant Supervisor Declaration Form(s) | 1. At Tender 2. Where not provided and/or where submitted with the Tender and not fully compliant, as part of any contract award notification | 31 March 2017 |
| Where Appeals and Reviews only work is tendered for the Applicant meets the 1:4 FTE Supervisor to Caseworker ratio | Crime contract holders will be required to demonstrate that they meet the 1:4 FTE Supervisor to Caseworker ratio | Following Crime Contract execution | A Contract Management visit will be conducted to confirm compliance within 6 months of Contract Start Date |

- 8.19 Applicants that have successfully Tendered for Duty Slots and Pass verification by providing information that is compliant with the requirements of the procurement process by 31 March will be included on the Rotas from 1 July 2017.
- 8.20 Applicants who successfully Tendered for Duty Slots and Pass verification by providing information that is compliant with the requirements of the procurement process by 31 March 2017 will be invited to submit CRM12s by 23:59 on 7 April 2017 to be included on the 1 July 2017 Rota.
- 8.21 The LAA may at its sole discretion seek to verify additional information contained in the Applicant's Tender.
- 8.22 Where Applicants intend to open an Office to deliver the Contract Work tendered for, in addition to confirming the Office address as part of verification, they will be sent an AC1 form to complete so the new Office can be allocated an LAA Account Number and set up on the LAA systems. Applicants cannot be issued with contract documentation or start, or be paid for, Contract Work until a completed AC1 form has been received and processed by the LAA.

Issuing of contract documentation

- 8.23 Where Applicants are able to verify their Tender satisfactorily through the above process, they will be notified that their contract documentation is available to view and execute online.
- 8.24 Contract documentation will be issued and executed electronically in the LAA's Controlled Work and Administration ("**CWA**") system. Successful Applicants will need to access this system to execute their Crime Contract by clicking the "Accept Contract" button within the system. By doing this, a successful Applicant agrees to be bound by the terms of the Contract for Signature and corresponding Schedule(s), and the other documents which together compromise to the Crime Contract.
- 8.25 In order to execute their Crime Contract an Applicant must have been set up on the LAA systems and issued with an LAA Account Number for each Office. Applicants with new Offices must ensure that they complete and return their AC1 form and supporting documentation as soon as possible in to allow this to happen.

- 8.26 In addition, an Applicant must have set up the sufficient designated signatories on CWA before they can execute their Crime Contract. Guidance on how to do this will be provided by the LAA with its verification request.

SECTION 9: CRIME CONTRACT PROCUREMENT PROCESS

- 9.1 '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.
- 9.2 The procurement process is governed by this IFA document which represents a complete statement of the rules of that procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral.
- 9.3 The Applicant agrees to the rules of the procurement process as set out in this IFA, including this Section 9, the terms of the user agreement governing the use of the eTendering 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 the procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's Tender as unsuccessful.
- 9.4 The Applicant must complete and submit its Tender using the eTendering system by the Deadline. For the purposes of the Deadline, the time specified on the eTendering system shall be the definitive time.
- 9.5 The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.
- 9.6 It is the Applicant's sole responsibility to ensure that its Tender is fully and accurately completed and received by the LAA. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that the LAA may make an informed assessment.
- 9.7 The Applicant must reply to all the questions in the Organisation ITT and Individual Bid ITT(s) 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.
- 9.8 A Tender must be authorised by the Applicant's COLP or HOLP or its proposed COLP or HOLP, each as applicable.
- 9.9 A Tender will be unsuccessful if it is submitted by the Applicant after the Deadline. The LAA will not consider any requests by the Applicant either: (1) to amend or submit the Tender after the Deadline; or (2) for an extension of the Deadline.
- 9.10 The Applicant may amend and re-submit its Tender at any time up to the Deadline. If so amended and re-submitted, only the latest Tender submitted prior to the Deadline shall be assessed by the LAA.
- 9.11 The Applicant must only submit one Tender. If more than one Tender is received from the same Applicant, only the latest Tender submitted prior to the Deadline shall be assessed by the LAA.

- 9.12 The Applicant is not permitted to amend or alter the Tender after the Deadline except in the circumstances permitted by the LAA and subject always to the LAA's right at paragraph 9.18 of this IFA.
- 9.13 Where there is any conflict between the information, answers or responses submitted as part of the Tender, the conflict will be resolved by accepting the information, answers or responses least favourable to the Applicant. This may mean the LAA will reject the Tender in whole or part.
- 9.14 The LAA reserves the right to amend the IFA and the procurement process at any time. Any notices of amendments will be published on the LAA website: <http://www.gov.uk/government/publications/legal-aid-crime-tender-2017> and all Applicants that have expressed an interest, where applicable, will be notified individually through a message in the eTendering system.
- 9.15 A Tender submitted by an Applicant, which does not comply with any amendments made **before** the Deadline in accordance with paragraph 9.14 will be assessed as unsuccessful.
- 9.16 It is the Applicant's responsibility to monitor messages received through the eTendering system and the LAA accepts no liability where this is not done. All communication with Applicants through the eTendering system will be deemed to have been received by the Applicant at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.
- 9.17 Any Frequently Answered Questions published on the LAA website in accordance with Section 6 of this IFA will form part of the tender documentation. Applicants should ensure that prior to submitting their Tender they consider the Frequently Answered Questions document published.
- 9.18 The LAA may at its sole discretion seek to clarify or verify the Applicants' Tender at any point during the procurement process
- 9.19 Where the LAA contacts the Applicant in circumstances to clarify or verify its Tender, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after that date will not be taken into account by the LAA in its assessment of the Applicant's Tender.
- 9.20 The LAA reserves the right at its sole discretion to disqualify any Applicant from the procurement process any Applicant for submitting:
- (i) false information; and/or
 - (ii) information which misrepresents the Applicant's actual position; and/or
 - (iii) misleading information.
- 9.21 The LAA's right at paragraph 9.20 of this IFA subsists 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.
- 9.22 By submitting a Tender, the Applicant, warrants to the LAA that:
- (i) it has complied with all the rules and instructions in the IFA and the eTendering system in all respects; and

- (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.
- 9.23 After assessment of a Tender has been completed, the LAA will retain copies of the Tender for such time as it considers reasonable to satisfy its audit obligations and for any associated contract management purposes.
- 9.24 The Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in its Tender, considers that the LAA has made an error in its assessment of the Applicant's response to grounds for discretionary exclusion (Organisation ITT Section C).
- 9.25 There is no right of appeal other than that set out in paragraph 9.24 of this IFA. For the avoidance of doubt the right of appeal set out in that paragraph does not extend to, for example, a right of appeal:
 - (i) in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender or where the Applicant fails to submit its Tender prior to the Deadline: or
 - (ii) a purported failure of the LAA to clarify information within an Applicant's Tender.
- 9.26 Where an Applicant seeks to appeal on grounds other than the ground of appeal set out in paragraph 9.24 of this IFA, such representations will not be considered.
- 9.27 An appeal must not seek to raise new grounds from those outlined in the Tender which would constitute an improvement to the Tender.
- 9.28 Appeals will only be accepted by the LAA if submitted on the appeals pro forma which will be made available on the tender pages of the Justice website, and sent to the designated email address set out in the letter notifying the Applicant that their Tender was unsuccessful. Appeals submitted in any other form, through any other method may not be considered. The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 9.29 The LAA's Principal Legal Adviser (or the Principal Legal Adviser's 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.
- 9.30 The LAA has the right to vary or cancel the procurement process in its entirety or in part, and not to proceed to award Crime Contracts at any time at its absolute discretion.
- 9.31 The Applicant agrees to keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 9.32 By submitting a Tender, the Applicant agrees to enter into the Crime Contract without further negotiation or amendment should it be successful in the procurement process.
- 9.33 The Applicant is solely responsible for the costs and expenses incurred in connection with the preparation and submission of a Tender or associated with any 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.

- 9.34 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 in the IFA 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 associated documents, the provisions of this Section 9 will have precedence.
- 9.35 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 its use of the IFA, or any omissions from or deficiencies in them.
- 9.36 Without prejudice to any warranties given, the rules of procurement process within this IFA do not form a separate collateral contract between the Applicant and the LAA. The relevant parts of the Applicant's Tender may form part of any Crime Contract subsequently awarded.
- 9.37 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. For example, if, prior to the Contract Start Date, the Applicant has a LAA contract terminated in whole or in part, or it receives a notice to terminate, it must tell the LAA and the LAA will be entitled to reject the Applicant's Tender, on this basis subject to the assessment of any exceptional circumstances provided. The LAA will conduct a re-assessment to ensure the bid 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 the Crime Contract.
- 9.38 The LAA reserves the right, prior to any execution of a Crime Contract, to carry out further due diligence checks. Where, as part of any due diligence, an Applicant is found not to comply with any material elements of its Tender, the LAA will not proceed with any decision made to award a Crime Contract.
- 9.39 The LAA reserves the right to place additional contractual conditions on the award of a Crime Contract to an individual Applicant.
- 9.40 The Applicant (including its employees, Key Personnel and agents) must not;
- (i) canvass any officers, employees, agents or advisers of the LAA in connection with this IFA process; or
 - (ii) offer or agree to pay or give any sum of money, inducement or valuable consideration (directly or indirectly) to any person for doing or having done or causing or having caused to be done in relation to this procurement process, any act or omission.
- 9.41 The Applicant must not collude with any other person or organisation in any way, in this procurement process.
- 9.42 The award of a Crime Contract does not guarantee any minimum amount of work.
- 9.43 In submitting its Tender, the Applicant further acknowledges that the procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct of

the LAA for example, but not limited to, its treatment of Applicants, assessment of tenders or related processes can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.

Confidentiality and Freedom of Information Act 2000

- 9.44 The LAA may share any information contained in an Applicant's Tender with the provider of the eTendering system for the purposes of administering the procurement process.
- 9.45 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.
- 9.46 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.
- 9.47 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.
- 9.48 The LAA will publish details of all contract awards in accordance with government transparency standards.
- 9.49 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 ("Personal Data").
- 9.50 By submitting a Tender, Applicants consent and confirm they have obtained all necessary consents to such Personal Data being collected, held and used in accordance with and for the purposes of administering the procurement process as contemplated by the IFA and for contract management of any contract subsequently awarded.
- 9.51 The Applicant warrants, on a continuing basis, that it has:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Regulations (which means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner);and
 - (b) otherwise fully complied with all of its obligations under the Data Protection Regulations, in order to disclose to the LAA the Personal Data, and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which impacts on the LAA's rights or obligations in relation to such Personal Data.

- 9.52 Applicants wishing to provide Contract Work within Wales 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 statutory instruments which come into force from time to time under the Welsh Language Act 1993.
- 9.53 This IFA and any supplementary documents issued as part of this procurement process (including the Organisation ITT and the Individual Bid ITTs) are governed and construed in accordance with English Law.

Copyright

- 9.54 The information contained in this IFA is subject to Crown copyright 2016. Applicants may re-use this document/publication (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0
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Information Sharing

- 9.57 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- 9.58 For the purposes referred to in paragraph 9.57 of this IFA, the LAA may disclose within Government any of the Applicant's documentation/information (including any that the Applicant considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Applicant to the LAA during this Procurement. The information will not be disclosed outside Government pursuant to this clause. Applicants taking part in this procurement consent to these terms as part of the procurement process.

ANNEX A: 2017 CRIME CONTRACT SCHEME LIST

Below is a list of Schemes and associated Rotas currently in operation.

In respect of the ongoing geographical distribution of courts over the term of the Crime Contract, HM Courts & Tribunals Service continues to keep the use of its estate under review to ensure it meets operational requirements. In its document '*Response to the proposal on the provision of court and tribunal estate in England and Wales*'¹ published in February 2016 the HMCTS proposed a number of estate changes that may affect the operation of the Schemes below during the course of the Crime Contract. We are also aware that the geographical distribution of police custody areas may also change during the term of the Crime Contract.

The LAA will monitor the operation of Schemes in light of such changes and may by prior consultation with relevant providers of affected Schemes, change the postcode boundaries of a Scheme if a magistrates court or police station closure or reduction in membership of a Scheme necessitates such a change.

| LAA Office | Scheme Name | Rota | Court Rota(s) | Other court arrangements | Saturday and/or Bank Hol arrangements |
|------------|--|--|---------------------------------|--------------------------|---|
| Birmingham | Birmingham | Birmingham (incorporates Solihull) | Birmingham | | |
| | Black Country (inc Dudley, Halesowen, Sandwell, Walsall and Wolverhampton) | Black Country (inc Dudley, Halesowen, Sandwell, Walsall and Wolverhampton) | Dudley, Wolverhampton & Walsall | | |
| | Burton on Trent | Burton upon Trent | Burton | | Saturdays combined with Tamworth (sits at Burton) |
| | Cannock & Rugeley | Cannock & Rugeley | Cannock | | |
| | Coventry | Coventry | Coventry | | |

¹ <https://www.gov.uk/government/consultations/proposal-on-the-provision-of-court-and-tribunal-estate-in-england-and-wales>

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|---------------------|-----------------------|--|--|---|
| Hereford/Leominster | Hereford / Leominster | Hereford | | Saturdays & Bank Holidays (with Worcester, Kidderminster, Redditch & Hereford/Leominster members) court sits at Worcester |
| Kidderminster | Worcester | Worcester, Redditch & Kidderminster | | Saturdays & Bank Holidays (with Worcester, Kidderminster, Redditch & Hereford/Leominster members) court sits at Worcester |
| Leamington | Warwickshire | Sits at Leamington Spa & Nuneaton (called Warwickshire Court). Operates as a Call In Scheme when at Nuneaton | | |
| Nuneaton | Warwickshire | Sits at Leamington Spa & Nuneaton (called Warwickshire Court). Operates as a | | |

| | | Call In Scheme when at Nuneaton | | |
|---|--|---|--|--|
| Redditch/Bromsgrove | Worcester | Worcester, Redditch & Kidderminster | | Saturdays & Bank Holidays (with Worcester, Kidderminster, Redditch & Hereford/Leominster members) court sits at Worcester |
| Shrewsbury | Shrewsbury | Shrewsbury | | |
| Solihull | Birmingham | Birmingham | | |
| Stafford | Stafford | Cannock | | |
| Stoke on Trent & Newcastle Under Lyme | Stoke on Trent & Newcastle Under Lyme | Stoke on Trent | | |
| Tamworth | Tamworth | Burton | | Saturdays combined with Tamworth (sits at Burton) |
| Telford | Telford | Telford | | |
| Uttoxeter (police station panel; no court) | Uttoxeter (panel) | No rota - panel only | | |

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|----------|--|---------------------------------------|---|--|--|
| | Worcester | Worcester | Worcester, Redditch & Kidderminster | | Saturdays & Bank Holidays (with Worcester, Kidderminster, Redditch & Hereford/Leominster members) court sits at Worcester |
| Brighton | Canterbury / Folkestone (Folkestone & Dover Priory) | Folkestone & Dover Priory | Folkestone, Dover, Canterbury & Margate | | |
| | Brighton & Hove & Lewes | Brighton & Hove & Lewes | Brighton | | |
| | Chichester & District | Chichester & District | Chichester | | |
| | Crawley/ Horsham/Haywards Heath | Crawley / Horsham / Haywards Heath | Crawley | | |
| | Dartford & Gravesend | Dartford & Gravesend | Medway Court – to be eligible, the Office must be in one of the following postcodes - BR8 8, DA1 1, DA1 2, DA1 5, DA10 0, DA11 0, DA11 7, DA11 8, DA11 9, DA12 1, DA12 2, DA12 3, DA12 4, DA12 5, DA13 0, DA13 9, DA2 6, DA2 7, DA2 | | |

| | | | | |
|----------------------------|----------------------------|---|--|--|
| | | 8, DA3 7, DA4 9, DA5 2, DA 9 9. | | |
| Eastbourne | Eastbourne | Eastbourne | | |
| Guildford & Farnham | Guildford & Farnham | Guildford | | |
| Hastings | Hastings | Hastings | | |
| Maidstone & West Malling | Maidstone & West Malling | Maidstone | | |
| Medway | Medway | Medway & Maidstone | | |
| North West Surrey (Woking) | North West Surrey (Woking) | <p>Guildford Court – to be eligible, the Office must be in one of the following postcodes –</p> <p>GU1 4; GU2 4; GU12 5; GU14 0; GU14 7; GU15 1; GU15 2; GU15 3; GU15 4; GU16 6; GU16 7; GU16 8; GU16 9; GU18 5; GU19 5; GU20 6; GU21 2; GU21 7; GU21 8; GU22 0; GU22 9; GU24</p> | | |

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| | | | 0; GU24 8; GU24 9. Staines Court – to be eligible, the Office must be in one of the following postcodes – GU21 3; GU21 4; GU21 5; GU22 7; GU22 8; GU25 4; KT14 6; KT14 7; KT15 1; KT15 2; KT15 3; KT16 0; KT16 9; KT16 8; TW20 0; TW20 9; TW20 8. | | |
| | South East Surrey | South East Surrey | Reigate | | |
| | Staines | Staines | Staines | | |
| | Swale | Medway | Swale Court Duty Rota at Maidstone | | |
| | West Kent (Tonbridge) | West Kent (Tonbridge) | No court | | |
| | Worthing | Worthing | Worthing & Crawley | | |

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|---------|--|--|--|--|---|
| Bristol | Barnstaple | Barnstaple | Barnstaple | | |
| | Bath & Wansdyke | Bath & Wansdyke | Bath & Wansdyke Magistrates Court | | |
| | Bristol and North Avon | Bristol & North Avon | Bristol and North Avon | | |
| | Carrick / Kerrier (Camborne) / Penwith | Carrick / Kerrier (Camborne) / Penwith | Truro | | Saturdays & Bank Holidays court sits at Bodmin or Truro combined with Carrick/Kerrier (Camborne)/Penwith members & East Cornwall members) |
| | East Cornwall | East Cornwall | Bodmin | | Saturdays & Bank Holidays court sits at Bodmin or Truro combined with Carrick/Kerrier (Camborne)/Penwith members & East Cornwall members) |
| | East Dorset | East Dorset | Bournemouth | | |
| | Exeter | Exeter | Exeter | | |
| | Gloucestershire | Gloucestershire | Gloucester and Cheltenham (includes Stroud but not until further notice) | | |
| | Mendip / Yeovil & South Somerset | Mendip / Yeovil & South Somerset | Yeovil & Taunton | | |

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|-----------|--|----------------------------------|------------------------|--|---------------------------------|
| | North West Wiltshire | North West Wiltshire | Swindon & Chippenham | | |
| | Plymouth | Plymouth | Plymouth | | |
| | Bridgwater (Weston-Super-Mare / Sedgemoor/ Taunton Deane combined) | Bridgwater | Taunton & Weston | | |
| | South East Wiltshire | South East Wiltshire (Salisbury) | Salisbury | | |
| | Swindon | North West Wiltshire | Swindon & Chippenham | | |
| | Teignbridge | Teignbridge & South Hams | Torquay & Newton Abbot | Combined with Teignbridge & Torbay members at Torquay on Tuesday | |
| | Torbay | Torbay | Torquay | Combined with Teignbridge & Torbay members at Torquay on Tuesday | |
| | West Dorset | West Dorset | Weymouth & Bournemouth | | |
| Cambridge | Basildon / Grays | Basildon / Grays | Basildon | | Sits at Chelmsford on Saturdays |
| | Bedford | Bedford & Luton | Luton | | |
| | East & North Hertfordshire | East & North Hertfordshire | Hatfield & Stevenage | | |
| | Braintree | Braintree | No court | | |

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|---------------------------------|-------------------------------|--|---|--|
| Bury, West Suffolk and Thetford | Bury, West Suffolk & Thetford | Bury St Edmunds & Ipswich | Some combined courts with Ipswich members | |
| Cambridge and Ely | Cambridge & Ely | Cambridge & Huntingdon | Some combined courts with Cambridge, Peterborough & Huntingdon members | |
| Chelmsford / Witham / Harlow | Harlow and Chelmsford | Chelmsford | | |
| Clacton & Harwich | Clacton & Harwich | No court | | |
| Colchester | Colchester | Colchester (some courts sit at Chelmsford) | | |
| Central & West Hertfordshire | Central & West Hertfordshire | Hatfield & St Albans | | |
| Great Yarmouth and Lowestoft | Great Yarmouth & Lowestoft | Great Yarmouth & Lowestoft & Norwich | Some combined courts with Great Yarmouth/Lowestoft & Kings Lynn & Norwich | |
| Huntingdon | Huntingdon | Peterborough & Huntingdon | Some combined courts with Cambridge, Peterborough & Huntingdon members | |

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|--|-------------------------------------|---|---|--|
| Ipswich and Felixstowe | Ipswich and Felixstowe | Ipswich & Bury St Edmunds | Some combined courts with Bury, West Suffolk & Thetford members | |
| Kings Lynn & Wisbech | Kings Lynn & Wisbech | Kings Lynn & Norwich | Some combined courts with Great Yarmouth/Lowestoft & Kings Lynn & Norwich | |
| Luton | Bedford & Luton | Luton | | |
| Norwich, Dereham and North Norfolk | Norwich, Dereham & North Norfolk | Norwich | Some combined courts with Great Yarmouth/Lowestoft & Kings Lynn & Norwich | |
| Peterborough | Peterborough | Peterborough & Huntingdon | Some combined courts with Cambridge, Peterborough & Huntingdon members | |
| Rayleigh / Southend On Sea | Rayleigh / Southend-on-Sea | Southend & Basildon & Sat court sits at Chelmsford | | |
| Stansted (police station panel; no court) | Stansted | No rota - panel only | | |

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|-------|-------------------------|-------------------------|--|---------------------------------------|--|
| Leeds | Barnsley | Barnsley | Barnsley | | Combined with Sheffield Saturdays & Bank Holidays |
| | Beverley / Bridlington | Beverley / Bridlington | Beverley & Bridlington (& Hull on Saturdays) | | |
| | Bradford and Keighley | Bradford | Bradford | | Combined with Halifax & Huddersfield |
| | Doncaster | Doncaster | Doncaster | | Combined with Rotherham members sits at Doncaster |
| | Goole | Goole | No court | | |
| | Grimsby & Cleethorpes | Grimsby & Cleethorpes | Grimsby | | Combined with Scunthorpe on Saturdays - sits at Grimsby |
| | Halifax | Halifax | Halifax | | Combined with Bradford & Huddersfield sits at Bradford |
| | Harrogate & Ripon | Harrogate & Ripon | Harrogate | | Combined court with Scarborough, Northallerton and Harrogate |
| | Dewsbury & Huddersfield | Dewsbury & Huddersfield | Kirklees | | Combined with Halifax & Bradford sitting at Bradford |
| | Hull | Hull | Hull | | |
| Leeds | Leeds | Leeds | | Combined with Wakefield sits at Leeds | |

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|-----------|--|--|----------------------------|---|--|
| | Northallerton & Richmond | Northallerton & Richmond | Northallerton | | Combined with Scarborough & Harrogate |
| | Wakefield & Pontefract | Wakefield | Wakefield | | Combined with Leeds sits at Leeds |
| | Rotherham | Rotherham | Rotherham | | Combined with Doncaster members sits at Doncaster |
| | Scarborough & Whitby inc Malton & Rydale | Scarborough & Whitby inc Malton & Rydale | Scarborough & Whitby court | | Combined court with Scarborough, Northallerton and Harrogate |
| | Scunthorpe | Scunthorpe | Scunthorpe & Grimsby | | Also combined with Grimsby members sits at Grimsby |
| | Sheffield | Sheffield | Sheffield | | Combined with Barnsley - sits at Sheffield |
| | Skipton, Settle & Ingleton | Skipton, Settle & Ingleton | Skipton | | |
| | Wakefield & Pontefract | Wakefield & Pontefract | Wakefield | | Combined with Leeds sits at Leeds |
| | York / Selby | York / Selby | York | | |
| Liverpool | Bootle & Crosby | Sefton (Sefton, Bootle & Southport) | South Sefton & Liverpool | Combined arrangements with Liverpool, Sefton, St Helens & Wirral, sits at Liverpool | |
| | Knowsley | Liverpool & Knowsley | Liverpool & Knowsley Court | All Liverpool courts now allow St Helens members, also separate combined arrangements with Liverpool, Sefton, | |

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|-----------|--|-------------------------------|---|--|--|
| | | | | St Helens & Wirral, sits at Liverpool | |
| Liverpool | Liverpool & Knowsley | Liverpool & Knowsley Court | All Liverpool courts now allow St Helens members, also separate combined arrangements with Liverpool, Sefton, St Helens & Wirral, sits at Liverpool | | |
| Southport | Sefton (Sefton, Bootle & Southport) | South Sefton & Liverpool | Combined arrangements with Liverpool, Sefton, St Helens & Wirral, sits at Liverpool | | |
| St Helens | St Helens | Liverpool & Knowsley Court | All Liverpool courts now allow St Helens members, also separate combined arrangements with Liverpool, Sefton, St Helens & Wirral, sits at Liverpool | | |
| Wirral | Wirral | Wirral & Liverpool | Combined arrangements with Liverpool, Sefton, St Helens & Wirral, sits at Liverpool | | |

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|--------|-----------------------|-----------------------|------------------------------------|--|
| London | Barking | Barking | No court | |
| | Bexley | Bexley | Bexley (Sat sits at Bromley) | |
| | Bishopsgate | Bishopsgate | City of London court (Bishopsgate) | |
| | Brent | Brent | Brent Youth court | |
| | Brentford | Brentford | Feltham | |
| | Bromley | Bromley | Bromley | |
| | Camberwell Green | Camberwell Green | Camberwell Green | |
| | Central London | Central London | No court | |
| | Clerkenwell/Hampstead | Clerkenwell/Hampstead | No court | |
| | Croydon | Croydon | Croydon | Saturdays & Bank Holidays sits at Camberwell Green |
| | Ealing | Ealing | Ealing | Saturdays sits at Uxbridge |
| | Enfield | Enfield | Enfield | |
| | Greenwich/Woolwich | Greenwich/Woolwich | No court | |

| | | | | |
|----------------------|----------------------|------------------------------|--|--|
| Haringey | Haringey | No court | | |
| Harrow | Harrow | No court | | |
| Havering | Havering | Sits at Redbridge | | |
| Heathrow | Heathrow | No court | | |
| Hendon/Barnet | Hendon/Barnet | Hendon & Brent | | |
| Highbury Corner | Highbury Corner | Highbury Corner | | |
| Kingston-Upon-Thames | Kingston-Upon-Thames | No court | | |
| Newham | Newham | No court | | |
| Old Street | Old Street | No court | | |
| Redbridge | Redbridge | Redbridge | | |
| Richmond-upon-Thames | Richmond-upon-Thames | No court | | |
| South London | South London | South London (Lavender Hill) | | |
| Sutton | Sutton | No court | | |
| Thames | Thames | Thames | | |
| Tower Bridge | Tower Bridge | No court | | |

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|--------------------|--|--|----------------------|--|---|
| | Uxbridge | Uxbridge | Uxbridge | | |
| | Waltham Forest | Waltham Forest | No court | | |
| | West London | West London | West London | | Saturdays & Bank Holidays sits at City of Westminster |
| | Wimbledon | Wimbledon | Wimbledon | | |
| Manchester | Barrow In Furness | Barrow-in-Furness | Barrow court | | |
| | Blackburn / Accrington / Ribble Valley | Blackburn / Accrington / Ribble Valley | Blackburn | | |
| | Blackpool and Fleetwood | Blackpool & Fleetwood | Blackpool | | |
| | Bolton | Bolton | Bolton | | |
| | Burnley / Rossendale | Burnley / Rossendale | Burnley | | |
| | Bury | Bury / Rochdale & Middleton | Bury | | |
| | Chester / Vale Royal (Northwich) | Chester / Vale Royal (Northwich) | Chester | | |
| | Chorley / Ormskirk / South Ribble & Leyland | Chorley / Ormskirk / South Ribble & Leyland | Chorley & Preston | | Combined with Preston and Chorley & Lancaster - sits at Preston |
| | Crewe & Nantwich / Sandbach & Congleton / Macclesfield | Crewe & Nantwich / Sandbach & Congleton / Macclesfield | Crewe & Macclesfield | | |
| | Kendal & Windermere | Kendal & Windermere | Kendal | | |
| | Lancaster | Lancaster | Lancaster | | Combined with Preston and Chorley & Lancaster - sits at Preston |
| | Manchester | Manchester | Manchester | | |
| | Oldham | Oldham | Oldham | | |
| Penrith / Carlisle | Carlisle | Carlisle | | | |

| | | | | | |
|-----------|------------------------------|-----------------------------|----------------------------|---|--|
| | Preston | Preston | Preston & Chorley | | Combined with Preston and Chorley & Lancaster - sits at Preston |
| | Rochdale / Middleton | Bury / Rochdale & Middleton | Bury | | |
| | Salford | Manchester | Manchester | | |
| | Stockport | Stockport | Stockport | | |
| | Tameside | Tameside | Tameside | | |
| | Trafford | Trafford | Manchester | Trafford court closing members to be added to Manchester courts as a combined | |
| | Warrington / Halton | Warrington / Halton | Halton & Warrington | | |
| | Whitehaven / Workington | Whitehaven / Workington | Workington | | |
| | Wigan | Wigan | Wigan | | |
| Newcastle | Berwick & Alnwick | Berwick & Alnwick | Berwick | | Combined with Newcastle, North Tyneside & South East Northumberland & Berwick & Alnwick (sits at North Tyneside) |
| | Darlington & South Durham | Durham | Newton Aycliffe & Peterlee | | |
| | Derwentside | Durham | Newton Aycliffe & Peterlee | | |
| | Durham and Chester le Street | Durham | Newton Aycliffe & Peterlee | | |

| | | | | |
|---------------------------|---------------------------|--|--|--|
| Easington | Durham | Newton Aycliffe & Peterlee | | |
| Gateshead | Gateshead | Gateshead (also some courts sit at Sunderland & South Tyneside) | | Combined with South Tyneside, Gateshead & Sunderland - sits at South Tyneside) |
| Hartlepool | Hartlepool | Hartlepool (youth court sits at Teesside) | | |
| Newcastle upon Tyne | Newcastle upon Tyne | Newcastle upon Tyne (some courts sit at North Tyneside & Bedlington) | | Combined with Newcastle, North Tyneside & South East Northumberland & Berwick & Alnwick (sits at North Tyneside) |
| North Tyneside | North Tyneside | North Tyneside (some courts sit at Bedlington) | | Combined with Newcastle, North Tyneside & South East Northumberland & Berwick & Alnwick (sits at North Tyneside) |
| South East Northumberland | South East Northumberland | Bedlington (some courts sit at North Tyneside) | | Combined with Newcastle, North Tyneside & South East Northumberland & Berwick & Alnwick |

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| | | | | | (sits at North Tyneside) |
| | South Tyneside | South Tyneside | South Tyneside (some courts sit at Sunderland and Gateshead) | | Combined with South Tyneside, Gateshead & Sunderland - sits at South Tyneside) |
| | Sunderland / Houghton Le Spring | Sunderland / Houghton-Le-Spring | Sunderland | | Combined with South Tyneside, Gateshead & Sunderland - sits at South Tyneside) |
| | Teesside | Teesside | Teesside | | |
| | Tynedale | Tynedale | No court | | |
| Nottingham | Boston / Bourne / Stamford | Boston / Bourne / Stamford | Boston (some courts sit at Lincoln) | | Combined of Boston, Skegness & Grantham members sits at Lincoln |
| | Chesterfield | Chesterfield | Chesterfield | | Combined with Derby members sits at Derby |
| | Derby | Derby / Swadlincote | Derby | | Combined with Chesterfield members sits at Derby |
| | Grantham & Sleaford | Grantham & Sleaford | Grantham (some courts sit at Lincoln) | | Combined of Boston, Skegness & Grantham members sits at Lincoln |

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| | High Peak | High Peak | Choice of access to Stockport court or Chesterfield court | | |
| | Hinckley | Hinckley | Hinckley (panel) (also has court sitting at Leicester) | Loughborough & Hinckley members have their own combined column on the Leicester rota sitting at Leicester | Combined with Leicester, Loughborough and Hinckley sits at Leicester |
| | Leicester | Leicester | Leicester | | Combined with Leicester, Loughborough and Hinckley sits at Leicester |
| | Lincoln / Gainsborough | Lincoln / Gainsborough | Lincoln | | |
| | Loughborough | Loughborough | Loughborough (also has court sitting at Leicester) | Loughborough & Hinckley members have their own combined column on the Leicester rota sitting at Leicester | Combined with Leicester, Loughborough and Hinckley sits at Leicester |
| | Mansfield | Mansfield | Mansfield | combined court with Worksop members | |

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| | Newark | Nottingham & Newark | Nottingham | courts columns combined of Nottingham and Newark members | |
| | Northampton (inc Corby/Kettering/Wellingborough) | Northampton (inc Corby/Kettering/Wellingborough) | Northampton | | |
| | Nottingham | Nottingham & Newark | Nottingham | courts columns combined of Nottingham and Newark members | |
| | Skegness | Skegness | Skegness | Members will sit at Boston mags, combined with Boston members | Combined of Boston, Skegness & Grantham members sits at Lincoln |
| | Worksop & East Retford (Police Station panel/Mansfield Court Duty) | Mansfield | Mansfield | combined court with Mansfield members | |
| Reading | Abingdon, Didcot & Witney (South Oxfordshire) | Oxford & South Oxfordshire | Oxford | | |
| | Aldershot / Petersfield (North East Hampshire) | Andover/Basingstoke/ Winchester | Basingstoke | | |
| | Andover / Basingstoke / Winchester | Andover/Basingstoke/ Winchester | Basingstoke | | |
| | Aylesbury | Aylesbury | Aylesbury | Will have combined courts with High Wycombe members | |
| | Bicester / North Oxon (Banbury) | Bicester / North Oxon (Banbury) | Banbury | | |
| | Gosport & Fareham | Gosport & Fareham | Gosport & Fareham | | |

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| | | | (sometimes sits at Portsmouth) | | |
| | High Wycombe & Amersham | High Wycombe & Amersham | High Wycombe | Aylesbury are to join the rota as a combined courts only | |
| | Isle Of Wight | Isle of Wight | Isle of Wight | | |
| | Milton Keynes | Milton Keynes | Milton Keynes | | |
| | Oxford | Oxford & South Oxfordshire | Oxford | | |
| | Portsmouth / Waterlooville (South East Hampshire) | Portsmouth / Waterlooville | Portsmouth | | |
| | Reading | Reading | Reading | | |
| | Slough (East Berkshire) | Slough (East Berkshire) | Slough & Maidenhead | | |
| | South West Hants (Southampton) | South West Hants (Southampton) | Southampton | | |
| | West Berkshire (Newbury Etc) | West Berkshire (Newbury etc.) | Now sits at Reading | | |
| Wales | Llanelli, Amman Valley and Carmarthen | Amman Valley Llanelli & Carmarthen | Llanelli | | |
| | Bangor & Caernarfon | Bangor & Caernarfon | Caernarfon | | |
| | Brecon & Radnor | Brecon & Radnor | Panel | | |
| | Cardiff and Vale | Cardiff | Cardiff | | |
| | Colwyn Bay | Colwyn Bay & Llandudno | Llandudno | | |

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| Denbighshire | Denbighshire | Prestatyn (also call in for Llandudno) | | |
| Dolgellau | Dolgellau | Dolgellau | | |
| East Gwent | East Gwent | Cwmbran & Newport | Combined rota | |
| Merthyr Tydfil / Cynon Valley | Merthyr Tydfil / Cynon Valley | Merthyr Tydfil | | |
| Mid Glamorgan & Miskin | Mid Glamorgan & Miskin | Pontypridd | | |
| Mold & Hawarden | Mold & Hawarden | Mold | | |
| West Glamorgan | West Glamorgan | Swansea | | |
| Newcastle & Ogmore | Newcastle & Ogmore | Newcastle & Ogmore | | |
| Newport | East Gwent | Cwmbran & Newport | | |
| Newtown (Mid Wales) | Newtown (Mid Wales) | No court | | |
| North Anglesey | North Anglesey | Holyhead | | |
| North Ceredigion / South Ceredigion | North Ceredigion / South Ceredigion | Aberystwyth | | |
| North West Gwent (Lower Rhymney Valley / North Bedwellty / South Bedwellty) | East Gwent | Cwmbran & Newport | | |
| Pembrokeshire | Pembrokeshire | Haverford West | | |
| Pwllheli (police station panel; no court) | Pwllheli panel scheme | No rota - panel only | | |
| Wrexham | Wrexham | Wrexham | | |

ANNEX B: TENDER QUESTIONS AND ASSESSMENT

Organisation ITT

Section A – organisation and contact details

| No. | Question | Response options and assessment |
|-------|--|-----------------------------------|
| A.1 | Full name of Applicant and trading style e.g. LLP | Free text |
| A.2 | Head/main Office address from which Contract Work will be delivered Where the Applicant does not yet have an Office please enter 'N/A' | Free text |
| A.3 | Postcode of the head/main Office address from which Contract Work will be delivered Where the Applicant does not yet have an Office please enter 'N/A' | Free text |
| A.4 | LAA Account Number for this Office 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). Where the Applicant does not currently have an LAA Account Number for this Office or at all please enter 'N/A' | Free text |
| A.5 | Company, Limited Liability Partnership or charity registration number If this does not apply to the Applicant please answer "N/A". | Free text |
| A.6 | VAT registration number If this does not apply to the Applicant please answer "N/A". | 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 Tender submission? | Options list: i) Yes ii) No |

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| | This may include (but is not limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership. | |
| 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 | 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) If the Applicant does not have any parent companies please answer “N/A” | Free text |
| A.9.i.a | Type of entity This information will be used to determine whether the Applicant has limited liability and is therefore required to submit an indemnity form. | Options list: i) a public limited company ii) a limited company iii) a limited liability partnership iv) other partnership v) sole trader vi) other |
| A.9.i.b | If the Applicant has a limited liability, and is able to as part of its Tender, please attach a signed indemnity form If the Applicant is required to submit an indemnity form and are unable to provide it as part of its Tender, the LAA will ask for this at verification stage. The form can be found at | Attachment |

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| | https://www.gov.uk/government/publications/personal-guarantee-and-indemnity | |
| A.9.i.c | Will the Applicant be delivering the Contract Work as an Alternative Business Structure? | Options list: i) Yes ii) No |
| A.10.i | Does the Applicant currently hold the necessary authorisation to provide Contract Work from one of the Relevant Professional Bodies? | Options list: i) Yes, currently authorised ii) No, not currently authorised |
| A.10.ii | If the Applicant has answered “Yes” to A.10.i, which Relevant Professional Body is the Applicant authorised by? | Options list: i) Solicitors Regulation Authority ii) Bar Standards Board |
| A.10.iii | If the Applicant has answered “Yes” to A.10.i please provide the authorisation number | Free text |
| A.11 | Contact details for the purposes of this Tender - Contact Name | Free text |
| A.12 | Contact address and postcode | Free text |
| A.13 | Contact email address | Free text |
| A.14 | Contact telephone number | 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.

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| | <p>The Applicant will be excluded from this procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if it has been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).</p> <p>If 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>If the Applicant answers “Yes” to question B.3 on an Occasion of Non Compliance (“OONC”) 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.3 (a) - (e).</p> <p>Applicants that fail to provide the required information will be excluded. Applicants must be explicit and comprehensive in responding to these questions as, subject to paragraph 7.1 of the IFA, this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the Tender) apply.</p> | |
| B.1(a) | <p>Within the past five years, has the Applicant or any member of its Key Personnel been convicted of any of the following offences?</p> <ul style="list-style-type: none"> (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; (c) the common law offence of bribery; or (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983. | <p>Yes (Fail)</p> <p>No (Pass)</p> |

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| B.1(b) | <p>Within the past five years, has the Applicant or any member of its Key Personnel been convicted of any of the following offences where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:</p> <ul style="list-style-type: none"> (i) the offence of cheating the Revenue; (ii) the offence of conspiracy to defraud; (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; | |
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| B.1(c) | <p>Within the past five years, has the Applicant or any member of its Key Personnel been convicted of any of the following offences?</p> <p>(a) any offence listed—</p> <p style="padding-left: 40px;">(i) in section 41 of the Counter Terrorism Act 2008; or</p> <p style="padding-left: 40px;">(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;</p> <p>(b) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);</p> <p>(c) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;</p> <p>(d) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;</p> <p>(e) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;</p> <p>(f) an offence under section 59A of the Sexual Offences Act 2003;</p> <p>(g) an offence under section 71 of the Coroners and Justice Act 2009;</p> <p>(h) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;</p> <p>(i) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—</p> <p style="padding-left: 40px;">(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or</p> <p style="padding-left: 40px;">(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland; or</p> | <p>Yes (Fail)</p> <p>No (Pass)</p> |
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| | (j) an offence under section 1, 2 or 4 of the Modern Slavery Act 2015 | |
| B.2 | <p>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 your organisation is established (if outside the UK), that the Applicant is 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> | <p>Yes (Fail, subject to information in B.2(a) – (e))</p> <p>No (Pass)</p> |
| | 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) | 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 |
| B.2(b) | Please explain what the obligation(s) was which the Applicant or any of its Key Personnel has failed to meet, including the name of the social security contribution or tax | Free text |
| B.2(c) | Please 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) | <p>Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable:</p> <ul style="list-style-type: none"> - the date the agreement was made; and - any accrued interest and/or fines (e.g. an agreed repayment plan); and - the date by which the amount(s) will be repaid. <p>If no agreement is in place, please enter “No agreement”</p> | Free text |
| B.2(f) | Please attach evidence of the binding agreement reached | Attachment |

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| B.3 | <p>From 1 April 2013 onwards, have any of the Applicant's tax returns submitted on or after 1 October 2012</p> <ul style="list-style-type: none"> • Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; • Been found to be incorrect as a result of: <ul style="list-style-type: none"> ○ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the Halifax Abuse Principle; or ○ A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the Halifax Abuse Principle; or ○ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. | <p>Yes (Fail, subject to information in B3(a) – (e))</p> <p>No (Pass)</p> |
| | If the Applicant has answered "Yes" to question B.3, it must give details by answering questions B.3(a) – (e) below. | |
| B.3(a) | Please provide a brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the Halifax Abuse Principle etc. | Free text |
| B.3(b) | Where the Occasion Of Non-Compliance (OONC) relates to a DOTAS, the number of the relevant scheme. | Free text |
| B.3(c) | Please provide the date of the original "non-compliance" and the date of any judgement against the Applicant, or date when the return was amended. | Free text |
| B.3(d) | Please provide details of the level of any penalty or criminal conviction applied. | Free text |
| B.3(e) | <p>Please provide details of any mitigating factors, including but not limited to:</p> <ul style="list-style-type: none"> ○ Corrective action undertaken by the Applicant to date ○ Planned corrective action to be taken. | Free text |

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| | <ul style="list-style-type: none"> o Changes in personnel or ownership since the occasion. o Changes in financial, accounting, audit or management procedures since the occasion. | |
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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 you wish 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 that fail to provide the required information will be excluded. Applicants must be explicit and comprehensive in responding to these questions as, subject to paragraph 7.1 of the IFA, this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the Tender) apply.

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| | Within the past three years, please indicate if any of the following situations have applied, or currently apply, to the Applicant or any of its Key Personnel: | |
| C.1 | The Applicant or any of its Key Personnel has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.1, it must give details by answering questions C.1(a) to (d) below. | |
| C.1(a) | Please give details about the nature of the event(s) leading to this violation | Free text |

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| 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 of obligations in the fields of environmental, social and labour laws | Free text |
| C.2 | The Applicant or any of its Key Personnel is bankrupt or is the subject of insolvency or winding-up proceedings, where the assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA); | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions (2.(a) to 2.(s)) as appropriate below. | |
| C.2(a) | Where it relates to the Applicant organisation 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) | 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(q) to C.2(s)) |
| 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) | Where the IVA or CVA has been subject to any rescheduling of repayments, please provide: <ul style="list-style-type: none"> • details of what changes were agreed, including the date when the rescheduling occurred; and | Free text |

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| | <ul style="list-style-type: none"> confirmation of changes to the repayment amount (including the amount the repayments were changed from); and confirmation of any change to the date of discharge (including the original date of discharge). <p>Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".</p> | |
| 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) to C.2(j))</p> |
| C2.(i) | <p>Where the Applicant has answered "No" to C2.(h), please provide details of:</p> <ul style="list-style-type: none"> - the type liability owing (which tax or social security contribution); and - to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and - the amount of the outstanding liability; and - the date on which the amount became due; and - whether there is a binding agreement in place to repay the amount. | Free text |
| C.2(j) | Where the Applicant has answered "No" to question C.2 (h) does it have 2 years' audited or certified accounts available accounts dating from no earlier than the year ending 31 December 2013? | <p>Yes (Answer C.2(k) to C.2(m))</p> <p>No (answer C.2(l), C.2(m) and C.2(n))</p> |

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| C.2(k) | Please attach the Applicant's audited or certified accounts from the last 2 years dating from no earlier than the year ending 31 December 2013 | Attachment |
| C.2 (l) | Please attach a copy of the Applicant's Business Plan for the 12 months from the submission of its Tender | Attachment |
| C.2(m) | Please attach a copy of the Applicant's Cash Flow Forecast Template for the 24 months from the submission of its Tender. | Attachment |
| C.2(n) | Where the Applicant has answered No to C.2(j) is it able to provide the 2 most recent years' audited or certified accounts available? | Yes (Answer C.2(o) No (Answer C.2(p)) |
| C.2(o) | Please attach the 2 most recent years of the Applicant 's audited or certified accounts | Attachment |
| C.2(p) | Where the Applicant has answered "No" to question C.2(j) please provide reasons why it has been unable to provide 2 years' audited or certified accounts | Free text |
| C.2(q) | Please give details of the type of event and the date on it occurred | Free text |
| C.2(r) | Please give details about the situation, including the amount of money involved and the date when the issue arose | Free text |
| C.2(s) | 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 | Has the Applicant or any of its Key Personnel been issued with a County Court Judgment ("CCJ") under which liabilities will not be discharged by the Contract Start Date? | Yes (discretionary fail) No (Pass) |
| | Exceptional circumstances – if the Applicant has answered "Yes" to question C.3, it must give details by answering questions C.3(a) to (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 |

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| 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 | The Applicant, any of its Key Personnel or any of its former Key Personnel is guilty of grave professional misconduct, which renders its integrity questionable or has been referred to a disciplinary body following allegations of grave professional misconduct have been made; | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.4, it must give details by answering questions C.4(a) to (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 Organisation” | Free text |
| C.3(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 of grave professional misconduct | Free text |
| C.4(d) | Please give: <ul style="list-style-type: none"> • the date that the finding of grave professional misconduct was found; • detail of any sanction applied; and • which body made the finding of guilt | 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 grave professional misconduct. | Free text |

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| C.5 | The Applicant or any of its Key Personnel has entered into agreements with other economic operators aimed at distorting competition; | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.5, it must give details by answering questions C.5(a) to (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 | The Applicant has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – 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 tell us the nature of the conflict, including how this might be perceived to compromise your organisation’s impartiality and independence in the context of the procurement procedure. | Free text |
| C.7 | The Applicant has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract (other than with the LAA or its predecessor), 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 or its predecessor) within the last three years. | Yes discretionary fail) No (pass) |

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| | Exceptional circumstances – 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 orgainsation 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/notice to terminate relates. If the termination/notice to terminate 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>The Applicant has had any contract with the LAA or its predecessor body terminated in whole or in part within the last five years (not restricted to crime 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 LAA in accordance with its “no fault” termination rights.</p> | <p>Yes (discretionary fail)</p> <p>No (Pass)</p> |

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| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.8, it must give details by answering questions C.8(a) to (f) below. | |
| C.8(a) | Please indicate whether the Applicant’s termination or notice to terminate relates to the whole contract or a particular Category of Law. If the termination relates to a particular Category of Law, please state which. | 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 | 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 | Has the Applicant, or any of its Key Personnel whilst Employed by a previous organisation, received either: a) two consecutive Peer Review ratings of 4; or b) a Peer Review rating of 5, in the Crime Category of Law following the outcome of any appeal in the last 5 years? | Yes (discretionary fail) No (Pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, you must give details by answering questions C.9(a) to (c) below. | |
| C.9(a) | Please confirm the Peer Review rating(s) received | Free text |
| C.9(b) | Please give the dates when you were notified of the relevant Peer Review rating(s) | Free text |

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| C.9(c) | 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>The Applicant —</p> <p>(i) has been guilty of serious misrepresentation, wilfully or negligently, in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria and which has found to be false and/or misleading; 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> |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, it must give details by answering questions C.10(a) - (e) below. | |
| C.10(a) | Please give the name of the contracting authority from whom your organisation withheld / misrepresented information | Free text |
| C.10(b) | Please confirm the nature of the affected contract(s) | Free text |
| C.10(c) | Please give the date when the event(s) occurred | Free text |
| C.10(d) | Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information | Free text |
| C.10(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.11 | <p>The Applicant or any of its Key Personnel has undertaken to:</p> <p>(i) unduly influence the decision-making process of the contracting authority, or</p> <p>(ii) obtain confidential information that may confer upon the Applicant undue advantages in the procurement procedure; or</p> | <p>Yes (discretionary fail)</p> <p>No (pass)</p> |

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| | (iii) has wilfully or negligently provided false and/or misleading information that may have a material influence on decisions concerning exclusion, selection or award. | |
| | Exceptional circumstances – 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(ies) affected | 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’s action | Free text |
| C.11(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/ wilfully or negligently materially influencing procurements and/or contracting authorities. | Free text |

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| | Are any of the following currently true of the Applicant or any of its Key Personnel: | |
| C.12 | 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) |
| | Exceptional circumstances – if the Applicant has answered “yes” to question C.12, it must give details by answering questions C.12(a) – (d) below. | |
| C.12(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 |

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| C.12(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.12(c) | Please give details of the nature of any current conditions on practising certificates | Free text |
| C.12(d) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of conditions | Free text |

Compliance with equality legislation

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| C.13 | In the last three years, has the Applicant or its Key Personnel had a complaint upheld following an investigation by the Employment Tribunal, an Employment Appeal Tribunal, Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – 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. If the response relates to the Applicant please enter “Relates to Applicant” | Free text |
| C.13(b) | Please give details about the nature of the event(s) leading to these findings | Free text |
| C.13(c) | Please give details about the nature of the upheld complaint | Free text |
| C.13(d) | Please give the date when the complaint was upheld | Free text |
| C.13(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to findings of unlawful discrimination | Free text |

Environmental Management

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| C.14 | Has the Applicant been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.14, it must give details by answering questions C.14(a) - (d) below. | |
| C.14(a) | Please give details about the nature of the event(s) leading to the conviction/notice | Free text |
| C.14(b) | Please give details about the nature of the conviction/notice | Free text |
| C.14(c) | Please give the date of the the conviction/notice | Free text |
| C.14(d) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to findings against the Applicant in respect of environmental management | Free text |

Health and Safety

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| C.15 | Has the Applicant or any of its Key Personnel been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.15, it must give details by answering questions C.15(a) - (e) below. | |
| C.15(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.15(b) | Please give details about the nature of the event(s) leading to the order(s) | Free text |
| C.15(c) | Please give details about the nature of the order(s) | Free text |
| C.15(d) | Please give the date when the order(s) were made | Free text |

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| C.15(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of enforcement/remedial orders in respect of health and safety | Free text |
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Expansion assessment

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| C.16(a) | <p>Does the Applicant intend to apply to join Duty Schemes from one or more of its Offices?</p> <p>Where the Applicant is applying to join Duty Schemes it must complete and submit details of the Duty Schemes that it wishes to join. Where the Applicant fails to do so it will not be entitled to join those Duty Schemes.</p> | <p>Yes (Answer C.16(b))</p> <p>No</p> |
| C.16(b) | Does the Applicant currently have Duty Solicitors with membership on any Duty Scheme? | <p>Yes (Answer C.16(c))</p> <p>No (Answer C.16(e))</p> |
| C.16(c) | <p>How many Duty Solicitors does the Applicant have on the current (1 April – 30 September 2016) Rotas across all Offices?</p> <p>This figure will be verified against data held by the LAA.</p> | Numeric (Then answer C.16(d)) |
| C.16(d) | Does the Applicant currently have 10 or more Duty Solicitors on the current (1 April – 30 September 2016) Rotas across all Offices? | <p>Yes (Answer C.16(f))</p> <p>No (Answer C.16(e))</p> |
| C.16(e) | Does the Applicant intend to Engage 10 or more Duty Solicitors? | <p>Yes (Answer C.16(f))</p> <p>No</p> |
| C.16(f) | Does the Applicant intend to increase the number of Duty Solicitors it Engages by 50% or more? | <p>Yes (Answer C.16(g))</p> <p>No</p> |

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| | Note: Where the Applicant does not currently have any Duty Solicitors it must answer 'Yes' to this question | |
| C.16(g) | Where the Applicant has answered "Yes" to question C.16(f) does it have 2 years' audited or certified accounts dating from no earlier than the year ending 31 December 2013? | Yes (Answer C.16(h - k)) No (C.16(l)) |
| C.16(h) | How many Duty Solicitor does the Applicant intend to Engage? | Numeric |
| C.16(i) | Please attach the Applicant's audited or certified accounts from the last 2 years dating from no earlier than the year ending 31 December 2013 | Attachment |
| C.16(j) | Please attach a copy of the Applicant's Business Plan for the 12 months from the submission of its Tender. | Attachment |
| C.16(k) | Please attach a copy of the Applicant's Cash Flow Forecast for the 24 months from the submission of its Tender. | Attachment |
| C.16(l) | Where the Applicant has answered "No" to C.16(g) is it able to provide the 2 most recent years' audited or certified accounts available? | Yes (Answer C.16(h), C.16(j), C.16(k) and C.16(m)) No (Answer C.16(h), C.16(j), C.16(k) and C.16(n)) |
| C.16(m) | Please attach the 2 most recent years of the Applicant 's audited or certified accounts | Attachment |
| C.16(n) | Where the Applicant has answered "No" to question C.16(l) please provide reasons why it is unable to provide 2 years' audited or certified accounts | Free text |

Section D – Crime Contract requirements

By completing and submitting this Tender the Applicant commits that it will meet the following Contract requirements by the Contract Start Date in order to be awarded a Crime Contract:

- Applicants must be authorised by a Relevant Professional Body. For the avoidance of doubt this does not preclude non-solicitor entities from applying. Individuals applying to hold the Crime Contract must have all necessary licences and authorisations to conduct Contract Work by the Contract Start Date; and
- Applicants must have at least one Office in England or Wales that meets the requirements set out at paragraphs 2.41 to 2.52 of the Contract Specification; and
- Where the Applicant wishes to join Duty Schemes it must have an Office within the relevant geographical area as determined through the Duty Solicitor Postcode Tool ; and
- Applicants carrying out work in the Criminal Investigations and Criminal Proceedings Classes of Work must Employ at least one Full Time Equivalent Supervisor who meets the Criminal Investigations and Criminal Proceedings Supervisor requirements; and
- Where the Applicant is tendering to deliver work in the Prison Law Class of Work it must Employ at least one Full Time Equivalent Supervisor who meets the Prison Law Supervisor requirement; and
- Applicants must maintain a ratio of one Full Time Equivalent Supervisor to six Designated Fee Earners/Caseworkers as set out at paragraph 2.29 of the Contract Specification where a Supervisor undertakes supervision in the Prison Law Class of Work only; and
- Applicants must maintain a ratio of one Full Time Equivalent Supervisor to four Designated Fee Earners/Caseworkers as set out at paragraph 2.30 of the Contract Specification where a Supervisor undertakes supervision in the:
 - (i) Criminal Investigations and Criminal Proceedings and/or Appeals and Reviews Classes of Work; or
 - (ii) Prison Law and any other Class of Work; and
- Applicants must hold a Relevant Quality Standard (see paragraphs 2.11 to 2.17 of this IFA for further details); either the Law Society’s Lexcel standard or the LAA Specialist Quality Mark (as audited by the SQM Delivery Partnership);

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| NOTE | Applicants should have already provided details of its Relevant Professional Body and/or attached a signed indemnity form where appropriate. | |
| D.1(a) | Does the Applicant currently hold a Quality Standard as described at paragraphs 2.11 to 2.17 of the IFA? | Yes (Answer D.1(b) No |

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| D.1(b) | Which Quality Standard does the Applicant hold? | Specialist Quality Mark as audited by SQM DP Lexcel |
| D.1(c) | On what date does the Applicant's Quality Standard expire? | Free text |
| D.1(d) | Where able, and where the Quality Standard will be valid at the Contract Start Date, please attach a copy of the Quality Standard certificate held by the Applicant | Attachment |
| D.2(a) | Is the Applicant tendering to deliver Criminal Investigations and Criminal Proceedings Class of Work from any of its Offices? | Yes (Answer D.2(b)) No |
| D.2(b) | Where the Applicant is tendering to deliver Criminal Investigations and Criminal Proceedings Classes of Work does it currently Employ a Full Time Equivalent Supervisor(s) who meets the Criminal Investigations and Criminal Proceedings Supervisor requirements as set out in the Crime Contract Specification? | Options list: i) Employ Supervisor(s) (Where the Applicant confirms that it currently Employs a Supervisor(s) it may upload a Supervisor Declaration Form(s) as part of its response) ii) Will Employ a Supervisor(s) |
| D.2(c) | Where the Applicant currently Employs a Supervisor(s) and is able to, please attach the Supervisor Declaration Form here Supervisor Declaration Forms can be found at: https://www.gov.uk/government/publications/standard-crime-contract-2017 | Attachment |

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| D.3(a) | Is the Applicant tendering to deliver Prison Law from any of its Offices? | Yes (Answer D.3(b) No |
| D.3(b) | Where the Applicant is tendering to deliver Prison Law does it currently Employ a Full Time Equivalent Supervisor(s) who meets the Prison Law Supervisor requirements as set out in the Crime Contract Specification? | Options list: i) Employ Supervisor(s) (Where the Applicant confirms that it currently Employs a Supervisor(s) it may upload a Supervisor Declaration Form(s) as part of its response) ii) Will Employ a Supervisor(s) |
| D.3(c) | Where the Applicant currently Employs a Prison Law Supervisor(s), and is able to, please attach the Supervisor Declaration Form here Supervisor Declaration Forms can be found at: https://www.gov.uk/government/publications/standard-crime-contract-2017 | Attachment |
| D.4(a) | Is the Applicant tendering to deliver Appeals and Reviews <u>only</u> from any of its Offices? | Yes (Answer D.4(b) No |
| D.4(b) | Where the Applicant is tendering to deliver Appeals and Reviews does it currently Employ a Full Time Equivalent Supervisor(s) who meets the Appeals and Reviews Supervisor requirements as set out in the Crime Contract Specification? | Options list: i) Employ Supervisor(s) |

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| | | (Where the Applicant confirms that it currently Employs a Supervisor(s) it may upload a Supervisor Declaration Form(s) as part of its response) ii) Will Employ a Supervisor(s) |
| D.4(c) | Where the Applicant currently Employs an Appeals and Reviews Supervisor, and is able to, please attach the Supervisor Declaration Form here Supervisor Declaration Forms can be found at: https://www.gov.uk/government/publications/standard-crime-contract-2017 | Attachment |

Section E - Declarations

I give my undertaking that I am or intend to be the Applicant's Compliance Officer for Legal Practice (COLP) or, where authorised by the Bar Standards Board, the Head of Legal Practice (HOLP) and so 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 suitability to be offered a Crime 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.

| | Question | Response Type |
|-----|---|---------------|
| E.1 | Name of person completing this Tender | Free text |
| E.2 | Position in the Applicant | Free text |
| E.3 | Name of COLP/HOLP making declaration on behalf of the Applicant | Free text |

Individual Bid ITT

Section A - Tender Information

This section will collect information about the Classes of Work the Applicant wishes to conduct from its Office(s) located within the area covered by this ITT. It must select at least one of the Classes of Work set out in questions A.1 to A.4.

If you do not select one of the Classes of Work your Tender may be rejected.

| | Question | Response Type |
|----------|---|-------------------------------------|
| A.1.i | Is the Applicant tendering to conduct Contract Work in the Criminal Investigations and Criminal Proceedings Class of Work (this includes Appeals and Reviews) from some or all of its Offices located within the area covered by this ITT? | Yes (Answer A.2) No (Answer A.3) |
| A.2.i | Is the Applicant applying to join relevant Duty Schemes for some or all of its Offices located within the area covered by this ITT? | Yes No |
| A.2.ii | Where the Applicant has answered 'Yes' to A.2.i. please attach the Duty Information Form | Attachment |
| A.2.iii | Where the Applicant has answered 'No' to A.2.i please provide the Office address from which it wishes to deliver Criminal Investigations and Criminal Proceedings | Free text |
| A.2.iv | Where the Applicant has answered 'No' to A.2.i please provide the Office postcode from which it wishes to deliver Criminal Investigations and Criminal Proceedings | Free text |
| NOTE | Where the Applicant indicates that it is tendering to deliver Contract Work from multiple Offices, it will then be required to enter the details set out at A.2.v to A.2.v(b) for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so on for up to 10 Offices. Where an Applicant indicates that it is tendering to deliver Contract Work from more than 10 Offices, it will be able to download an Additional Office Information Form to give details of these additional Offices. | |
| A.2.x.iv | Does the Applicant wish to deliver Contract Work from additional Office(s)? | Yes |

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| | | No |
| A.2.x.iv(a) | Please attach a completed Additional Office Information Form | Attachment |

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| A.3.i | Is the Applicant tendering to conduct Contract Work in the Prison Law Class of Work (this includes Appeals and Reviews) from some or all of its Offices located within the area covered by this ITT? | Yes (Answer A.3.ii) No (Answer A.4) |
| A.3.ii | Where the Applicant has answered 'Yes' to A.3.i please provide the Office address from which it is tendering to deliver Prison Law | Free text |
| A.3.iii | Where the Applicant has answered 'Yes' to A.3.i please provide the Office postcode from which it is tendering to deliver Prison Law | Free text |
| NOTE | Where the Applicant indicates that it is tendering to deliver Contract Work from multiple Offices, it will then be required to enter the details set out at A.3.iv to A.3.iv(b) for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so on for up to 5 Offices. Where an Applicant indicates that it is tendering to deliver Contract Work from more than 5 Offices, it will be able to download an Additional Office Information Form to give details of these additional Offices. | |
| A.3.viii | Does the Applicant wish to deliver Contract Work from additional Office(s)? | Yes No |
| A.3.viii(a) | Please attach a completed Additional Office Information Form | Attachment |

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| A.4.i | Is the Applicant tendering to conduct Contract Work in the Appeals and Reviews Class of Work only from some or all of its Offices located within the area covered by this ITT? Please note: Where the Applicant has indicated that it wishes to conduct Contract Work in the Criminal Investigation and Criminal Proceedings and/or Prison Law Classes of Work it should answer 'No' to this question. | Options list: Yes (Answer A.4.ii) No |
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| A.4.ii | Where the Applicant has answered 'Yes' to A.4.i please provide the Office address from which it is tendering to deliver Appeals and Reviews only | Free text |
| A.4.iii | Where the Applicant has answered 'Yes' to A.4.i please provide the Office postcode from which it is tendering to deliver Appeals and Reviews only | Free text |
| NOTE | Where the Applicant indicates that it is tendering to deliver Contract Work from multiple Offices, it will then be required to enter the details set out at A.4.iv to A.4.41(b) for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so on for up to 5 Offices. Where an Applicant indicates that it is tendering to deliver Contract Work from more than 5 Offices, it will be able to download an Additional Office Information Form to give details of these additional Offices. | |
| A.4.viii | Does the Applicant wish to deliver Contract Work from additional Office(s)? | Yes No |
| A.4.Viii(a) | Please attach a completed Additional Office Information Form | Attachment |

Section B – Crime Contract Declaration

By completing and submitting this Tender the Applicant commits that it will meet the following Contract requirements by the Contract Start Date in order to be awarded a Crime Contract:

- Applicants must be authorised by a Relevant Professional Body. For the avoidance of doubt this does not preclude non-solicitor entities from applying. Individuals applying to hold the Crime Contract must have all necessary licences and authorisations to conduct Contract Work by the Contract Start Date; and
- Applicants must have at least one Office in England or Wales that meets the requirements set out at paragraphs 2.41 to 2.52 of the Contract Specification; and
- Where the Applicant wishes to join Duty Schemes it must have an Office within the relevant geographical area as determined through the Duty Solicitor Postcode Tool ; and

- Applicants carrying out work in the Criminal Investigations and Criminal Proceedings Class of Work must Employ at least one Full Time Equivalent Supervisor who meets the Criminal Investigations and Criminal Proceedings Supervisor requirements; and
- Where the Applicant is tendering to deliver work in the Prison Law Class of Work it must Employ at least one Full Time Equivalent Supervisor who meets the Prison Law Supervisor requirement; and
- Applicants must maintain a ratio of one Full Time Equivalent Supervisor to six Designated Fee Earners/Caseworkers as set out at paragraph 2.29 of the Contract Specification where a Supervisor undertakes supervision in the Prison Law Class of Work only; and
- Applicants must maintain a ratio of one Full Time Equivalent Supervisor to four Designated Fee Earners/Caseworkers as set out at paragraph 2.30 of the Contract Specification where a Supervisor undertakes supervision in the:
 - (i) Criminal Investigations and Criminal Proceedings and/or Appeals and Reviews Classes of Work; or
 - (ii) Prison Law and any other Class of Work; and
- Applicants must hold a Relevant Quality Standard (see paragraphs 2.11 to 2.17 of this IFA for further details); either the Law Society's Lexcel standard or the LAA Specialist Quality Mark (as audited by the SQM Delivery Partnership);

I give my undertaking that I am or intend to be the Applicant's Compliance Officer for Legal Practice (COLP) or, where authorised by the Bar Standard Board, the Head of Legal Practice (HOLP) and so 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 Crime 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.

| | Question | Response Type |
|-----|---|----------------------|
| B.1 | Name of person completing this Tender | Free text |
| B.2 | Position in the Applicant | Free text |
| B.3 | Name of COLP/HOLP making declaration on behalf of the Applicant | Free text |

ANNEX C: BUSINESS PLAN GUIDANCE

What is a Business Plan?

A Business Plan should collate and clarify the Applicant's business proposal, what it wants to achieve, how it wants to do it and a plan for the future of the organisation. It should help to show whether the Applicant's business model and financing is realistic and workable.

What information should be included in a Business Plan?

A Business Plan submitted as part of an Applicant's Tender must contain sufficient information to allow a financial professional to assess the viability of its business and/or any business expansion being tendered for.

Set out below is a table which confirms the minimum information that a Business Plan should include to enable the LAA to evaluate the Applicant's ability to deliver and/or expand to deliver the Crime Contract.

Information which must be provided in a Business Plan

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| Structure and management | The (proposed) ownership structure of the business including: <ul style="list-style-type: none">• Names and positions of all Partners, Members and Directors within the organisation; and• A brief description of their experience |
| | Details of each management role and current staffing level including: <ul style="list-style-type: none">• A short description which confirms how the organisation intends to cover the key areas of service delivery, practice management, finance and administration under its new business model |
| | Mission statement including: <ul style="list-style-type: none">• A description of the aims and objectives of the business and how the vision of the business will be different, where applicable, following expansion; and• Where applicable, how growth will be achieved e.g. through a proposed merger, capital investment from owners, increase in lending |

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| | <p>Risk analysis of your business model including;</p> <ul style="list-style-type: none"> • What risks have been identified with the business model (financial, organisational, personnel, service delivery); and • Detailed information on how these risks will be mitigated |
| Operations and market analysis | <p>Details of your client base including:</p> <ul style="list-style-type: none"> • Total number of clients advised/represented in last 12 months; and • Total revenue received in last 12 months; and • Expected trends in client base over the next 24 months i.e. how new clients will be attracted |
| | <p>Key delivery milestones which must be met to enable your organisation to begin delivering services and/or expand your current operations including:</p> <ul style="list-style-type: none"> • A detailed set of planning assumptions including the cost of each activity • Contingencies (financial, personnel, service delivery) should key dates be missed |
| | <p>Details of the split between expected public/private paying income, including</p> <ul style="list-style-type: none"> • The ratio of current public to private paying clients; and • The expected ratio of public to private paying clients after 24 months <p>These should also feature on the completed Cash Flow Forecast Template submitted as part of your Tender</p> |
| | <p>Details of access to sources of income other than those expected under the Crime Contract including:</p> <ul style="list-style-type: none"> • Confirmation of other current publicly funded work and/or privately funded revenue and current turnover; and • Any anticipated revenue sources, including expected income, being developed and which will be operational within the next 24 months |
| Financial | <p>Use of capital and credit facilities including:</p> <ul style="list-style-type: none"> • Details of capital; and • A summary of how capital and/or credit facilities will be used to fund the set up and/or expansion of your business e.g. refurbishing office space, buying equipment, recruitment costs etc. |
| | <p>Confirmation of availability of current working capital</p> |

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| | <p>Details of the assumptions made in developing your Cash Flow Forecast including:</p> <ul style="list-style-type: none">• A summary of the key assumptions in producing financial forecasts, such as average time for debtor and creditor payments. <p>Detailed assumptions should be included on the Cash Flow Forecast Template submitted as part of the Applicant's Tender</p> |
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ANNEX D: GLOSSARY OF DEFINED TERMS

| Defined Term | Definition |
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| Alternative Business Structure | <p>A firm where a non-lawyer:</p> <ul style="list-style-type: none"> • is a manager of the firm, or • has an ownership-type interest in the firm <p>A firm may also be an ABS where another body:</p> <ul style="list-style-type: none"> • is a manager of the firm, or • has an ownership-type interest in the firm <p>and at least 10 per cent of that body is controlled by non-lawyers.</p> <p>A non-lawyer is a person who is not authorised under the Legal Services Act 2007 to carry out reserved legal activities</p> |
| Appeals & Reviews | Work in respect of an appeal or review of a criminal conviction or sentence, and the making of an application to the Criminal Cases Review Commission |
| Applicant | A single legal entity (including an individual) tendering to deliver the advertised services |
| Associated Civil Work | <p>Legal Help and civil Legal Representation in actual or proposed proceedings:</p> <p>(a) for judicial review (including proceedings under the Human Rights Act 1998) or proceedings for habeas corpus, provided those proceedings arise from a Matter or Case within the "Crime" Category of Law; or</p> <p>(b) under the Proceeds of Crime Act 2002; or;</p> <p>(c) Civil legal Services in relation to proceedings for injunctions sought in respect of alleged anti-social behaviour arising under Part 1 section 1 of the Anti-Social Behaviour, Crime and Policing Act 2014</p> |
| BSB | Bar Standards Board; a Relevant Professional Body |
| Call In Scheme | The magistrates' court Panel Duty Scheme is operated by a court contracting the Duty Solicitor directly as and when he or she is required at court |
| Caseworker | An employee who is not a Supervisor, but who is a fee-earner who regularly undertakes criminal defence work to whom a specific caseload of Contract Work is allocated and is |

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| | responsible for the progression of those cases, within their specific caseload, under supervision. Caseworker includes paralegals |
| Cash Flow Forecast | Indicates the likely future movement of cash inflows (e.g. receipts, income, loan and overdraft) and outflows (e.g. wages, rent). It is an estimate of the amount of money you expect to flow in (receipts) and out (Payments) of your business and includes all of your projected income and expenses over a 24 month period |
| Class of Work | Criminal Investigations and Criminal Proceedings, Appeals and Reviews, Prison Law and Associated Civil Work and “Class” and “Classes” have the corresponding meaning |
| Contract Start Date | The date on which services under the Crime Contract will begin – 1 April 2017 |
| Contract Specification | Services that may be performed for clients as specified in the Schedule(s) and the Specification under or by virtue of the Crime Contract |
| Contract Work | Services to be delivered under a legal aid contract |
| Crime Contract | The 2017 Standard Crime Contract |
| CRM12 | The form Applicants must submit for each Duty Solicitor applying to join Duty Schemes |
| Criteria | Requirements you must meet to be awarded a 2017 Standard Crime Contract. |
| Deadline | The deadline for submitting a Tender to this procurement process (12 noon on 15 September 2016) |
| Designated Fee-earner | A person designated by a Crime Contract holder to undertake Contract Work under the Contract Specification in accordance with Paragraphs 2.26 and 2.32 of the Contract Specification |
| DOTAS | The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992. |
| Duty Information Form | The form which will collect Office details and eligibility for Duty Schemes which forms part of an Applicant’s Tender |

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| Duty Scheme | A duty scheme operating under this Contract covering one or more magistrates' courts or Police Stations |
| Duty Slots | A period during which a Duty Solicitor is required to be available to give Advice and Assistance or Advocacy Assistance under a Duty Scheme |
| Duty Solicitor | A person who has previously been a member of a Scheme under a Previous Contract or has been accredited under the Law Society's Criminal Litigation Accreditation Scheme and undertaken the PSQ |
| Duty Solicitor Postcode Tool | The tool on our website which sets out the geographical ambit of Duty Schemes by reference to postcodes |
| Employee | An individual who will undertake Contract Work on a Crime Contract holders behalf and who: (a) is a director, member or partner of the Applicant; or (b) holds a contract of employment with the Applicant; and (with the exception of directors, members of LLPs or partners) has employment rights including but not limited to the right to claim unfair dismissal and statutory redundancy payments and who (in all cases) is fully integrated into the organisation, is under the control of the organisation and mutuality of obligation is present. For the avoidance of doubt, individuals who are self-employed, independent contractors or hold a contract for services do not meet this definition. "Employ" and "Employed" shall be construed accordingly |
| Engaged | The requirements that a Duty Solicitor must meet to be eligible to apply for Duty Slots – as set out in paragraphs 6.22 to 6.25 of the Contract Specification |
| eTendering system | The LAA's secure Internet site at www.legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed |
| Financial Information | Information that the LAA will assess as part of the assessment of Financial Information, as set out at section 5 of the IFA |
| Full Time Equivalent | The equivalent of one individual working 35 hours in a standard 7 day week (excluding breaks). More than one individual may together make up a Full Time Equivalent individual |
| General Anti-Abuse Rule | (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions. |

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| Government Secure Intranet | The UK Government's secure wide area network being a collection of secure networks including the Government Secure Extranet (GSX), Criminal Justice Extranet (CJX) and Criminal Justice Secure eMail (CJSM) |
| Halifax Abuse Principle | The principle explained in the CJEU Case C-255/02 Halifax and others. (An ECJ case which ruled that arrangements entered into (for the supply of goods or services) with the essential aim of reducing a company's liability to VAT may be disregarded as an abuse of the rights conferred by the VAT rules themselves. In such cases, the VAT liability is to be recalculated on the basis of the arrangements that the national courts decide should have prevailed, absent the transactions constituting the abusive practice.) |
| Individual Bid ITT | One of the 12 geographically based ITTs in the eTendering system. |
| Information For Applicants (IFA) | This Information for Applicants (in its entirety) |
| Key Personnel | Any person who has or is held out as having either expressly or impliedly, (or will have by the Contract Start Date) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers and who are employed by the Applicant |
| LAA Account Number | The unique reference assigned to each provider Office from which criminal legal aid work is undertaken |
| Legal Aid Legislation | The Legal Aid, Sentencing and Punishment of Offenders Act 2012 and statutory instruments made under it that are relevant to the Crime Contract |
| Occasion of Tax Non-Compliance | <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax</p> |

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| | related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion |
| Office | As set out at paragraphs 2.41 to 2.52 of the Contract Specification |
| Organisation ITT | The Organisation Invitation to Tender covering information about the Applicant, mandatory and discretionary grounds for exclusion, the Expansion Assessment, the contract requirements and Declarations. |
| Pass | To have submitted information by the relevant deadline which evidences to the LAA's satisfaction that the Applicant meets the requirements as set out in this IFA. "Passing", "Passes and "Passed" shall be construed accordingly |
| Prison Law | (a) cases covered by regulation 12(2)(d), 12(2)(f) and 12(2)(g) of the Criminal Legal Aid (General) Regulations 2013; and (b) Minimum Term Review cases covered by Regulation 12(2)(c) of the Criminal Legal Aid (General) Regulations 2013 |
| Public Defender Service | An agency of the LAA that delivers criminal defence services |
| Quality Standard | Lexcel or SQM specified in your Contract for Signature or such other quality assurance standard approved by us from time to time |
| Relevant Professional Body | The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to. |
| Rota | A list of Duty Solicitors to provide Advice and Assistance or Advocacy Assistance at magistrates' courts and Police Station Advice and Assistance over a given period |
| SRA | Solicitors Regulation Authority; a Relevant Professional Body |
| Supervisor | An individual meeting a Supervisor requirement as set out in section 2 of the Contract Specification. |
| Supervisor Declaration Form | A form, completed by you evidencing an individual's compliance as a Supervisor. |
| Tender | An Applicant's response to this procurement process |