



**Procurement of Housing and Debt Services and HPCDS Services in England  
and Wales from 1 November 2019  
Invitation To Tender Information for Applicants**

**Introduction**

The Legal Aid Agency (“LAA”) has identified the need to increase access to legal aid Housing and Debt Services covering specific Housing and Debt Procurement Areas and Housing Possession Court Duty Schemes (“HPCDS”) in England and Wales. It is inviting Applicants to submit a Tender to deliver the following services:

<b>HOUSING AND DEBT PROCUREMENT AREA</b>	<b>HPCDS SCHEME</b>
Somerset	Taunton and Yeovil
Shropshire	Telford

*Housing Possession Court Duty Scheme (HPCDS)*

The LAA is inviting Applicants to submit a Tender for an Exclusive Schedule under a 2013 Standard Civil Contract (as amended) (“**HPCDS Contract or Contract**”) to deliver HPCDS services in specific courts until 30 September 2020.

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

- Telford
- Taunton & Yeovil

These Contracts will commence on 1 November 2019 or on the date on which Applicants tender to deliver these services.

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

- a. are able to deliver HPCDS Services through an Office based in the corresponding Housing and Debt Procurement Area and either;
  - I. hold a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law; or
  - II. apply through this procurement process and are subsequently awarded authorisation in the Housing and Debt Categories of Law under a 2018 Standard Civil Contract; and

- b. have relevant and recent experience of delivering HPCDS services; and
- c. are able to deliver HPCDS services from the contract start date.

Where the LAA is unable to secure HPCDS Services from organisations able to meet all these requirements, it will consider Tenders from Applicants able to meet only some of them (see section 6).

Where an Applicant who does not currently hold a 2018 Standard Civil Contract with authorisation to deliver Housing and Debt Contract Work successfully tenders for HPCDS Contract, any HPCDS Contract award is contingent on the Applicant being awarded a 2018 Standard Civil Contract with authorisation to deliver Housing and Debt Contract Work through this procurement process. For the avoidance of doubt, if an Applicant's Tender to deliver Housing and Debt Contract Work is unsuccessful or verification is not completed, the LAA will withdraw the HPCDS Contract offer.

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

The allocation of Contract Work to an Applicant is dependent on the number of contracts awarded in a HPCDS. In submitting a Tender, therefore, Applicants must be willing to deliver a minimum of one week in four and a maximum of all weeks of a HPCDS rota (i.e. the entire HPCDS) in the Scheme(s) they have tendered for.

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

The HPCDS Contract being awarded through this procurement process will maintain the current arrangements for HPCDS services. Those arrangements have been made to maintain HPCDS services on a contingency basis.

The 2013 Standard Civil Contract has been amended to take account of the fact that the only Contract Work authorised under the HPCDS Contract is HPCDS Contract Work. In addition, there have been amendments made to cover the changes to data protection legislation. Whilst the 2013 Standard Civil Contract incorporates the terms of the Contract for Signature to the 2013 Standard Contract, the HPCDS Contract is offered and accepted by successful Applicants under the terms of a separate offer letter. The separate offer letter details the amendments to the 2013 Standard Civil Contract (please see Annex C).

#### *Housing and Debt face to face services*

The LAA is also inviting responses to its Invitations to Tender ("ITTs") for the delivery of publicly funded civil legal aid services from 1 November 2019 under a 2018 Standard Civil Contract (also referred to in this document as a "**Face to Face**

**Contract”)** in the Housing and Debt Categories of Law in the following Procurement Areas:

- Somerset
- Shropshire

The LAA is seeking to award Housing and Debt Face to Face Contracts to Applicants who meet the generic minimum requirements (set out at paragraph 2.10) and who meet the following Housing and Debt minimum requirements:

- Employs at least one FTE Supervisor who meets the Housing and Debt Supervisor Standard and meets the one Supervisor to four Caseworker ratio at each Office from which it is tendering to deliver Housing and Debt Contract Work; and
- Each Office in the Procurement Area from which the Applicant is tendering to deliver Housing and Debt Contract Work must be a Permanent Presence
- Employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt work

Where an organisation wishes to deliver Housing and Debt services but is not able to meet the Permanent Present Office requirement set out above, it may still submit a Tender. In that Tender it must detail how it intends to deliver services within the relevant Procurement Area either where it intends to meet the Part Time Presence requirements or through delivering Outreach Services.

In the event that a Procurement Area(s) does not attract successful tenders from any Applicant that meets all the minimum requirements in full the LAA will consider Applicants who submit Individual Bids on the basis of Part Time Presence or who will deliver Outreach Services in the Procurement Area in accordance with the principles at paragraph 1.12.

**The Deadline for submitting Tenders is 9am on 7 October 2019 (“Deadline”)**

Due to the urgent need for contracts to commence in November to maintain service provision, the timescale from launch to the deadline for submission of tenders has been set at 27 days.

Applicants can choose to Tender for Housing and Debt Contract Work only, HPCDS Contract Work only, or both Housing and Debt Contract work and HPCDS Contract Work.

All Applicants submitting a Tender must submit a response to:

- i the Selection Questionnaire (“**SQ**” or “**SQ Response**”); and
- ii one or more HPCDS ITT(s) (“**HPCDS ITT Response**”), and/or
- iii the Housing and Debt ITT (“**Housing and Debt ITT Response**”).)

Applicants wishing to deliver Housing and Debt Services under a Face to Face Contract must submit a Tender which consists of a response to the SQ one or more of the Housing and Debt ITTs.

Applicants wishing to deliver services under the HPCDS Contract must submit a Tender which consists of a response to the SQ and one or more HPCDS ITT(s). Where an Applicant does not already hold a 2018 Standard Civil Contract with authorisation to deliver Housing and Debt Contract Work, it must also submit a response to one or more of the Housing and Debt ITTs.

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

**A Tender consists of a response to the SQ plus at least one ITT Response.**

**All Applicants must submit a response to the SQ, regardless of whether they have previously submitted a SQ Response as part of any other 2018 Contract Procurement Process.**

Before submitting their Tender, Applicants must read this IFA in its entirety and all supplementary information provided, such as Frequently Asked Questions (“FAQs”). Applicants are also strongly advised to read the HPCDS Contract and the 2018 Standard Civil Contract in full to ensure that they understand the full nature and extent of the obligations they are proposing to accept.

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

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at Annex H or in the HPCDS Contract and 2018 Standard Civil Contract which is available alongside this IFA and words denoting the singular include the plural and words denoting the plural include the singular.

**Timetable**

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

<b>Activity</b>	<b>Timescale</b>
Procurement process opens	9 September 2019
Deadline for questions about this IFA	23.59 on 17 September 2019
‘Frequently Asked Questions’ document published (if required)	Week commencing 23 September 2019
Deadline for submission of Tenders	9am on 7 October 2019
Outcome of Tenders notified to Applicants	Week commencing 14 October
Contract Start Date	From 1 November 2019

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## **SECTION 1: OVERVIEW**

### **About the LAA and this procurement process**

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is **9am on 7 October 2019**. All Tenders must be completed and submitted using the e-Tendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

### **What are Applicants tendering for?**

#### **HPCDS**

- 1.3 The LAA is offering up to four contracts in each of the following Schemes:
  - Taunton and Yeovil
  - Telford
- 1.4 HPCDS will be scheduled through rotas. Successful Applicants will be required to attend and deliver HPCDS services where requested by Clients at all housing possession listings included in the relevant Scheme during their allocated rota weeks (see paragraph 1.5).

- 1.5 The allocation of Contract Work to an Applicant is dependent on the number of contracts awarded in a HPCDS. In submitting a Tender, therefore, Applicants must be willing to deliver a minimum of one week in four and a maximum of all weeks of a HPCDS rota (i.e. the entire HPCDS) in the Scheme(s) they have tendered for. The following table illustrates the allocation of work by rota weeks to successful Applicants in a specific Scheme:

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

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

### **Housing and Debt**

- 1.7 The LAA will award Face to Face Contracts to deliver face to face legal advice and representation in the Housing and Debt Categories of Law from 1 November 2019 in the following Procurement Areas:
- Somerset
  - Shropshire



- 1.8 Applicants should refer to the Category Definitions 2018 for detail on the scope of work included in the Housing and Debt Categories of Law.
- 1.9 There is no limit to the number of Face to Face Contracts that may be awarded. Organisations that meet the LAA's minimum requirements to hold a Face to Face Contract (the SQ requirements) and who can meet the relevant general and Category-specific requirements set out in this IFA will be awarded a Face to Face Contract.

### **Who can bid?**

- 1.10 Any organisation who meets the minimum contract requirements may tender to deliver HPCDS and/or Housing and Debt face to face Services.
- 1.11 For the Housing and Debt Categories, the LAA will give preference to any organisation who meets the minimum contract requirements. The minimum requirements are that:
  - The Applicant employs at least one FTE Supervisor who meets the Housing and Debt Supervisor Standard and meets the one Supervisor to four Caseworkers ratio at each Office from which it is tendering to deliver Housing and Debt Contract Work;
  - Each Office in the Procurement Area from which the Applicant is tendering to deliver Housing and Debt Contract Work must be a Permanent Presence; and
  - The Applicant employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt work.
- 1.12 Where Applicants do not meet these requirements but wish to submit a Tender on the basis of meeting the Part Time Presence requirements or by delivering Outreach Services within the relevant Procurement Area, they may do so. The LAA will consider Individual Bids made on that basis only in the circumstances where it does not receive any Individual Bids which meet the Permanent Presence requirements.
- 1.13 The LAA will not accept subcontracting or consortia arrangements although the use of Agents is permitted for HPCDS, as set out at paragraphs 1.26 – 1.28.

### **About the HPCDS Contract**

- 1.14 The LAA is seeking to award a HPCDS Contract to Applicants who can commence service delivery from 1 November 2019 as applicable. The Contract Period runs until 30 September 2020 (subject to the LAA's rights of early termination).

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

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

#### *Payment*

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

1.17 HPCDS Contract Work is Controlled Work. Payment will be monthly in arrears for work done. Payment will be made separately from the Standard Monthly Payment or Variable Monthly Payment for other Controlled Work.

1.18 The LAA will pay Providers for HPCDS Controlled Work properly carried out in accordance with the Contract through a standard fee scheme. The rates payable are those which apply to the 2013 Standard Civil Contract. They are set out in the Remuneration Regulations in Schedule 1 at Table 6. This is available at <https://www.legislation.gov.uk/ukSI/2013/422/schedule/1/made>

1.19 The rate is payable per Client and covers all work for a Client under the Scheme (including e.g. advice, representation, advice in writing) so that no additional payments will be made. There are no additional payments for travel or waiting.

1.20 Additionally, if in any HPCDS session, no work has been performed for Clients the LAA will pay on the basis that one Client was seen during the session.

1.21 For the purpose of a HPCDS, “session” means either a morning or afternoon period when the court is in session. Consequently, a court can list a maximum of two sessions per day e.g. 10am – 12 noon and 2pm – 4pm. However, there must be a clear break between sessions listed on the same day for two payments to be claimed. Where the court lists a full day session e.g. from 10am

– 4pm without a clear break, only one payment can be claimed for this full day session.

### *Reporting*

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

### *Matter Start boundaries*

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

### *Using Agents*

- 1.26 For the purposes of the HPCDS, an Agent is an individual caseworker not employed by the Provider used in the provision of the scheme.
- 1.27 Applicants intending to use Agents should familiarise themselves with the relevant clauses in the 2018 Standard Civil Contract on using Agents. In particular as the delegation, will, of necessity be of the entire Act of Assistance, because HPCDS cover one-off advice at Court, the conditions in paragraph 2.5 of the General Rules to the 2018 Standard Civil Contract Specification must be satisfied. This means that:
  - a) The Agent's work is subject to the Provider's supervision;
  - b) The Agent is integrated into the Provider's processes, including Data Protection and Equal Opportunities, and is shown in your management structure;
  - c) The Agent's work is covered by the Provider's insurance;

- d) The Provider retains responsibility for each Act of Assistance or case undertaken by the Agent; and
- e) Matters and cases undertaken by the Agent are not referred to a separate organisation.

1.28 Where an Applicant specifies the use of Agents in its ITT Response, an authorisation to use Agents in that way will form part of the HPCDS Schedule.

### **About the HPCDS Service**

1.29 The HPCDS Service offers “on-the-day” emergency face to face advice and advocacy in court to anyone facing possession proceedings. Anyone in danger of eviction or having their property repossessed can access legal advice and representation on the day of their hearing, regardless of their financial circumstances.

1.30 The Scheme covers the following types of proceedings at court:

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

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

- (a) face to face advice to the Client on the day, prior to the hearing;
- (b) advocacy for the relevant proceedings on the day of the hearing;
- (c) face to face advice to the Client on the day, post the hearing, explaining the outcome and the options available to the Client;
- (d) on the day of the hearing, assisting Clients to liaise with third parties;
- (e) referrals to other providers to take on follow up work where the Provider is unable to take on this work under their 2018 Standard Civil Contract or where the Client elects to receive assistance from an alternative provider;
- (f) referrals to other appropriate organisations where the Client may not be eligible for Legal Aid;
- (g) send a letter to each Client setting out the advice given.

1.32 Under the HPCDS Contract, Providers or their Agents must advise, as required, on all HPCDS Cases that arise at the courts listed in their HPCDS Contract. The scope of Contract Work is defined in the HPCDS Contract Specification.

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

### **About the Housing and Debt Face to Face Contract**

- 1.34 The Face to Face Contract will start on 1 November 2019 (the “Contract Start Date”), or the agreed Contract Start Date, and will run until 31 August 2021 (subject to the LAA’s rights of early termination and LAA’s right to extend the Contract for up to a further 2 years i.e. 31 August 2023). Face to Face Contract documentation, is available on the LAA’s website: <https://www.gov.uk/government/publications/standard-civil-contract-2018>. Please note that the Contract for Signature for successful Applicants who do not currently hold a 2018 Standard Civil Contract will be amended so that recital A refers to the date on which this IFA was published and, at Clause 2.1, the Contract Start Date will be expressed as being 1 November 2019 or the agreed Contract Start Date and the Contract Period defined as the period from the Contract Start Date to 31 August 2021.
- 1.35 Providers have one or more Schedules (i.e. one Schedule for each Office) incorporated within their 2018 Standard Civil Contract. Each Schedule details the Contract Work (including Categories of Law and Matter Start allocations) authorised at a particular Office.
- 1.36 Applicants may be party to no more than one 2018 Standard Civil Contract. Therefore, if an Applicant who already holds a 2018 Standard Civil Contract successfully bids for Contract Work available through this procurement process the award of Contract Work will be made through their existing 2018 Standard Civil Contract as further provided in paragraphs 1.37 – 1.38.
- 1.37 Where an Applicant has tendered through this procurement process from an Office for which they already have a Schedule, Contract Work awarded through this procurement process will be added to their Contract through an amendment to that existing Schedule. Where an Applicant has tendered through this procurement process from an Office for which they don’t already have a Schedule, a new Schedule for that Office will be added to their 2018 Standard Civil Contract.
- 1.38 Where an Applicant has tendered through this procurement process from an Outreach Services location, Contract Work awarded through this procurement process will be added to their Contract through an amendment to the Schedule for their Lead Office.
- 1.39 An Applicant who does not already hold a 2018 Standard Civil Contract and who successfully tenders to deliver Contract Work from an Outreach Services location will be awarded a 2018 Standard Civil Contract. A Schedule will be

given for their head office, which will authorise Contract Work from the Outreach Services location.

- 1.40 Housing and Debt Contract Work is divided into two broad areas:
- Controlled Work: generally basic levels of advice and assistance prior to issue of proceedings; and
  - Licensed Work: generally representation – issue and conduct of proceedings and advocacy.
- 1.41 Controlled Work cases are known as ‘Matters’ or ‘Matter Starts’. Controlled Work permits Providers with available Matter Starts to assist clients directly without prior authority from the LAA.
- 1.42 There is no limit to the volume of Licensed Work that a Provider may undertake. However, funding applications must be submitted to the LAA for each Licensed Work case.
- 1.43 Whilst the LAA may allocate a certain volume of Matter Starts to Providers, no guarantee is provided in relation to the volume or value of work which individual Providers will receive/be paid for under any Face to Face Contract. Services are provided under open market conditions and clients are free to choose from those Providers holding a Face to Face Contract.

#### *Payment*

- 1.44 Payments under Face to Face Contracts will be at the rates set out in Legal Aid Legislation.

#### **About Housing and Debt Face to Face Contract Work**

- 1.45 Contract Work is delivered at individual Offices. An Applicant must detail in its ITT Response the Contract Work that it is tendering to deliver from each Office. A Tender to deliver Contract Work in the Housing and Debt Categories of Law from a particular Office is known as an “**Individual Bid**”. Consequently, the ITT Response of an Applicant wishing to deliver Contract Work from multiple Offices will contain an Individual Bid for each Office in the Housing and Debt Categories of Law.
- 1.46 There is no limit to the number of Matter Starts the LAA intends to award in any Procurement Area. Successful Applicants will be awarded the volume of work as relevant in the Housing and Debt Categories of Law (see the ‘Lots’ section below), subject to completing verification.
- 1.47 It is the Applicant’s sole responsibility to ensure they provide the LAA with all the necessary information to verify their Tender no later than date specified in the contract award notification letter.

#### *Lots*

1.48 Lots will apply to the Housing and Debt Categories of Law. Applicants must tender for a volume of Matter Starts for the first period of the Face to Face Contract in specific geographic areas known as 'Procurement Areas'. Allocations for the first schedule under this tender opportunity will be issued on a pro-rata basis to reflect the shorter period of the first schedule.

1.49 The Matter Start allocations are outlined below:

<b>Lot</b>	<b>Matter Start value (Matter Starts awarded to a successful Individual Bid)</b>	<b>Delivery Plan may be required?</b>	<b>Lot-specific quality requirements?</b>
Lot 1	100	No	No
Lot 2	250	No	Yes – increased Authorised Litigator requirements

1.50 In the Housing and Debt Categories there are additional Lot-specific quality requirement. These are set out at paragraph 2.21 and the Category-specific requirements in section 2.

1.51 Where an Applicant is unable to evidence that they meet the requirements of the Lot for which they have bid, the relevant Individual Bid will be re-classified in accordance with the evidence supplied by the Applicant. For example, if an Applicant bidding in Lot 2 for Housing (which requires the Applicant to employ an Authorised Litigator from the relevant Office) is unable to provide the necessary evidence that they meet that requirement, their Individual Bid would be re-classified to Lot 1 (for which there is no Lot-specific quality requirement) and they would be given a Lot 1 Matter Start allocation.

1.52 Applicants are not required to stipulate a specific number of Matter Starts as part of their Tender. Rather, Applicants must choose the 'Lot' that corresponds with the volume they expect to be capable of delivering. A successful Applicant will be authorised to deliver up to the volume of Matter Starts associated with the Lot in which it bids, subject to meeting any Lot-specific requirements and completing verification.

1.53 Successful Applicants will be able to deliver up to the volume of Matter Starts awarded, subject to Face to Face Contract rules on the award of Supplementary Matter Starts (see paragraphs 1.57 – 1.60 below).

1.54 An Applicant wishing to bid from multiple Offices/Outreach Services location within a single ITT (and therefore submitting multiple Individual Bids) may submit Individual Bids for different Lots. For example, an Applicant may have one Individual Bid from Office A/Outreach Services location A for Lot 1 (up to 100 Matter Starts) and another Individual Bid from Office B/Outreach Services

location B for Lot 2 (up to 250 Matter Starts). Further detail on how to complete Individual Bids is contained at Section 4.

- 1.55 When submitting an Individual Bid an Applicant should take into account the scope of legal aid work available to ensure it is bidding for realistic volumes. Information on volumes of work started in previous years can be found in the LAA's published statistics, available at: <https://www.gov.uk/government/collections/legal-aid-statistics>.
- 1.56 An Applicant should ensure it bids for the correct Lot according to the number Matter Starts it considers it can realistically deliver.

#### *Supplementary Matter Starts*

- 1.57 Applicants awarded a Face to Face Contract will, subject to notifying their LAA Contract Manager and receiving Contract Manager confirmation, be able to self-grant up to an additional 50% of their Matter Start allocation at that Office each year if required. For example, where an Applicant has a successful Individual Bid for Lot 1 (up to 100 Matter Starts) they will be able to self-grant up to an additional 50 Matter Starts (50% of 100), resulting in a total of 150 Matter Starts for year one. Assuming the organisation has an allocation of 150 Matters at the beginning of the second year of the Face to Face Contract, they could self-grant an additional 75 Matter Starts (50% of 150) in year two.
- 1.58 During each year of the Contract Period Providers will also be able to re-allocate up to 50% of Matter Starts between Offices authorised to deliver the same Category of Law, subject to following the process at paragraph 1.57. For example, an Applicant with two successful Lot 2 Individual Bids (up to 250 Matter Starts at each Office) could re-allocate up to 125 Matter Starts (50% of 250) from one Office to another. This would result in an allocation of 125 Matter Starts at one Office and 375 Matter Starts at the other.
- 1.59 Where during the life of the Contract the self-grant of Matter Starts and/or the reallocation of Matter Starts, referred to at paragraphs 1.57 – 1.58, results in an allocation which is equivalent to a Lot in which higher quality requirements apply Applicants will be required to meet the relevant Lot-specific requirement and receive confirmation from their LAA Contract Manager that these are met before Supplementary Matter Starts are authorised.
- 1.60 Applicants should familiarise themselves with the Face to Face Contract provisions regarding the award of Supplementary Matter Starts and re-allocating Matter Starts at clauses 1.21 - 1.24 of the General Specification.

#### *Miscellaneous Contract Work*

- 1.61 Applicants awarded a Face to Face Contract to undertake Contract Work will receive an additional allocation of 5 Miscellaneous Matter Starts included on each Schedule.
- 1.62 Detail on the work classified as 'Miscellaneous' for the purposes of the Face to Face Contract is included in the Category Definitions which forms part of the Face to Face Contract.



## SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

- 2.1 Applicants wishing to deliver services under a HPCDS Contract must submit a Tender which consists of a response to the SQ and one or more HPCDS ITTs.
- 2.2 An Applicant who does not already hold a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law must also submit a response to one or more Housing and Debt ITTs and go on to hold a 2018 Standard Civil Contract with authorisation in these Category of Law, in order to meet the minimum HPCDS requirements set out in paragraph 2.9 below.
- 2.3 Applicants wishing to deliver Housing and Debt Contract Work must submit a Tender which consists of a response to the SQ and one or more Housing and Debt ITTs.
- 2.4 Applicants who want to bid to deliver both Housing and Debt Contract Work **and** services under a HPCDS Contract must submit a Tender which consists of a response to the SQ, one or more HPCDS ITTs and one or more Housing and Debt ITTs.

<b>Applicant wishes to deliver:</b>	<b>A Tender must comprise a response to:</b>
HPCDS Services only	<ul style="list-style-type: none"> <li>- SQ; and</li> <li>- One or more HPCDS ITTs</li> </ul> <p>An Applicant who does not already hold a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law will need to submit a response to a Housing and Debt ITT as part of this procurement process and be awarded a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law under that process in order to meet the minimum HPCDS requirements.</p>
Housing and Debt Contract Work only	<ul style="list-style-type: none"> <li>- SQ; and</li> <li>- One or more Housing and Debt ITTs</li> </ul>
HPCDS Services and Housing <b>and</b> Debt Contract Work	<ul style="list-style-type: none"> <li>- SQ; and</li> <li>- One or more HPCDS ITTs; and</li> <li>- One or more Housing and Debt ITTs</li> </ul>

- 2.5 ITT Responses submitted must each be capable of assessment.

- 2.6 Applicants may not submit more than one response to the SQ and each ITT. Where an Applicant submits more than one SQ Response and/or more than one Housing and Debt ITT Response for a Procurement Area or more than one HPCDS ITT Response for the same HPCDS Scheme, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 2.7 If an ITT Response is not submitted or is incapable of assessment it will be rejected.
- 2.8 An Applicant must ensure that its entire Tender is capable of concurrent delivery. Where it submits a response to multiple ITTs it is warranting that it will be able to deliver concurrent services under all of those ITTs if successful.

**Minimum requirements HPCDS**

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

Minimum Requirement	Evidence required
The Applicant holds or applies through this procurement process and subsequently goes on to hold a 2018 Standard Civil Contract with authorisation to conduct Contract Work in the Housing and Debt Categories from the Office(s) from which it tenders.	Applicants must declare that they commit to meeting this requirement when submitting their Tender.  The LAA will check its own records to ensure that Applicants have authorisation to deliver Housing and Debt Categories under a 2018 Standard Civil Contract, or that they have submitted a tender under this procurement process to deliver Housing and Debt Contract Work under a 2018 Standard Civil Contract and, where successful, that it verifies its tender by the relevant deadline. Where this is not the case the LAA will withdraw any contract offer made in respect of a HPCDS Contract.
The Applicant must be able and willing to advise on all HPCDS Cases (as required) listed by a court(s) within the relevant Scheme	Applicants must declare that they commit to meeting this requirement when submitting their Tender.
The Applicant must employ or have a Signed Engagement Agreement to employ, from the date the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in	Applicants must declare that they commit to meeting this requirement when submitting their Tender.

supervising its delivery of the Contract Work in the relevant Scheme	
The Applicant must have access to an Authorised Litigator	Applicants must declare that they commit to meeting this requirement when submitting their Tender.
All Caseworkers delivering HPCDS Contract Work must:  be competent and suitably experienced; and routinely conduct a minimum of 12 hours casework in the Housing and Debt Categories per week; and  be authorised to advise and represent Clients in relation to housing possession proceedings.	Applicants must declare that they commit to meeting this requirement when submitting their Tender.

## Minimum requirements – Housing and Debt Contract Work

### Generic requirements

- 2.10 All Applicants tendering to deliver Housing and Debt Contract Work must be able to provide evidence at least two weeks before the Contract Start Date as to how they meet the following requirements:

Requirement	Who must evidence this requirement
The Applicant holds a relevant Quality Standard	All Applicants
The Applicant has appropriate authorisation from a Relevant Professional Body where required under the Legal Services Act 2007	All Applicants

### *Quality Standard requirement*

- 2.11 Contract holders will be required to hold a Quality Standard throughout the Contract Period.
- 2.12 Applicants must be able to evidence at least two weeks before the Contract Start Date that they hold either the LAA’s Specialist Quality Mark (“**SQM**”) following audit by the LAA’s SQM Audit Provider or the Law Society’s Lexcel Practice Management standard (“**Lexcel**”).
- 2.13 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.

- 2.14 Where an Applicant already holds the SQM following audit by the LAA's SQM Audit Provider 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.
- 2.15 Requirements according to the Quality Standard an Applicant chooses to hold are detailed below:

<b>Applicant Type</b>	<b>Requirement</b>
Applicants who intend to hold the SQM	<ul style="list-style-type: none"> <li>Pass desktop audit before Contract Start Date</li> <li>Fully pass the Pre-QM audit within six months of the Contract Start Date</li> </ul>
Applicants who intend to hold Lexcel	Achieve Lexcel accreditation before Contract Start Date
Applicants who already hold Lexcel	Must hold a valid accreditation that will be in force until at least 1 November 2019
Applicants who already hold an SQM audited by the LAA's SQM Audit Provider	Must hold a valid accreditation that will be in force until at least 1 November 2019

- 2.16 It is an Applicant's responsibility to ensure it meets the LAA's requirements before the Contract Start Date (see paragraph 8.4 – 8.5). Applicants are therefore advised to apply for their chosen Quality Standard as early as possible.
- 2.17 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.
- 2.18 Further information about the SQM and how to register with the LAA's current SQM Audit Provider can be found at <http://www.recognisingexcellence.co.uk/sqm/>. Applicants intending to hold the SQM are advised that as from 1 April 2017, there have been some changes to the SQM audit process. Further details are available at: <https://www.gov.uk/guidance/legal-aid-agency-quality-standards#specialist-quality-mark>
- 2.19 Further information on Lexcel can be found on The Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>.

*Appropriate authorisation from a Relevant Professional Body*

- 2.20 The required services include "reserved legal activities" which can only be carried on by authorised persons, exempt persons, or certain non-commercial

organisations which are subject to transitional provisions, as defined within the Legal Services Act 2007. Applicants for a Face to Face Contract must, therefore, ensure that they have all necessary licences and authorisations from a Relevant Professional Body to conduct Contract Work by two weeks before the Contract Start Date.

### **Housing and Debt Category-specific and Lot-specific requirements**

2.21 In addition to meeting the requirements of the SQ and the above generic requirements, Applicants will need to meet the requirements specific to the Housing and Debt Categories of Law. Where applicable, Applicants will additionally need to meet further quality requirements for Individual Bids in specific Lots. Applicants must warrant at the time of submitting their ITT Response that they will meet these requirements. Applicants must be able to evidence how they meet these requirements before the Contract Start Date.

#### *Supervisor requirements*

2.22 Supervisor Standards are set out at sections 2.10 – 2.25 of the General Specification and the Legal Competence Standards set out in detail in the relevant Category Specification. Minimum Supervisor ratios are detailed at 2.26 – 2.28 of the General Specification.

2.23 An individual Supervisor may not supervise more than two Offices in total.

2.24 Each Applicant must employ at least one Full Time Equivalent (“FTE”) Supervisor who meets the Supervisor Standard in the relevant Category. Each FTE Supervisor may supervise no more than 4 FTE caseworkers.

2.25 For the purposes of obtaining a Contract, use of external (i.e. non-employed) Supervisors is not permitted. To evidence that an Applicant employs an individual who (1) meets the Supervisor Standard and (2) works at the Office from which it has submitted an Individual Bid, at least one compliant Supervisor Declaration Form in the relevant Category must be provided at least two weeks before the Contract Start Date. The Supervisor Declaration Form is available at <https://www.gov.uk/government/publications/standard-civil-contract-2018>

#### *Offices*

2.26 Where possible, each Office must be a Permanent Presence within the relevant Procurement Area. However, the LAA will consider Individual Bids from Applicants who are unable to meet this requirement, in the circumstances set out at paragraph 1.12.

2.27 Applicants who wish to deliver Housing and Debt services on the basis of a non-Permanent Presence (either on the basis of meeting the Part-Time Presence requirements or where the Applicant wishes to deliver Outreach Services) must still deliver services from either an Office or other locations within the Procurement Area. They must set out in their Tender the basis on which they intend to deliver the service, including the Office address and postcode (where known at the time of Tender).

- 2.28 Applicants unable to meet the Permanent Presence requirements may bid on the basis of meeting either the Part Time Presence requirements (set out at paragraphs 2.36 - 2.37 of the Contract Specification) or by providing Outreach Services (as set out at paragraphs 2.38 - 2.40 of the Contract Specification). Such Applicants will also be required to provide details in their Tender of the frequency of which the services will be delivered and details of how the services will be supervised.
- 2.29 Applicants must respond to the relevant ITT(s) for the Procurement Area(s) for each Office from which they intend to deliver services or, where bidding on the basis of delivering Outreach Services, the locations from which they intend to deliver services within the relevant Procurement Area.
- 2.30 Accordingly, Applicants should check that they tender in the correct Procurement Area for their Office(s)/Outreach Services location(s). To do this, an Applicant must enter the postcode for their Office/Outreach Services location (or intended Office/Outreach Services location) into the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>. Annex B lists the Procurement Areas for the Housing and Debt Categories and the local authorities included in each.
- 2.31 Where an Applicant wishes to tender to deliver Contract Work from more Offices/Outreach Services locations than permitted within an ITT, they must contact the LAA in accordance with paragraph 4.31 no later than 23:59 on 17 September 2019.
- 2.32 Applicants are not required to have operational Offices at the point of submitting a Tender. Applicants are required to confirm they will meet the relevant Office requirements as part of their Tender. As part of an ITT Response Applicants should provide the address(es) of where they intend to deliver Contract Work where known at the time of tender, together with the relevant LAA account number where the Applicant is a current LAA contract holder. An Applicant's Office/Outreach Services location must be in the Procurement Area for which it tenders. The LAA will validate address details provided.
- 2.33 All Applicants must be able to by evidence that they meet the verification requirements, including those relating to Offices.
- 2.34 Where an Applicant's Individual Bid includes an Office and/or Outreach Services location which is not in the Procurement Area stated in their Individual Bid, the LAA will not reject the Individual Bid outright. Rather, the LAA will inform the Applicant at the point of notification that their Office/Outreach Services location is not in the Procurement Area tendered for. Where an Applicant is unable to evidence at the point of verification that they have an Office/Outreach Services location which is in the Procurement Area tendered for as part of the Individual Bid the LAA will reject the relevant Individual Bid.

*Lot specific quality requirements*

- 2.35 Applicants bidding in some Lots will need to meet specific additional quality requirements.

- 2.36 Applicants must commit to meeting the following requirements by the Contract Start Date as applicable:

<b>Requirement which Applicants submitting Individual Bids for Lot 2 Contract Work in the Housing Category must meet by the Contract Start Date</b>
Individual Bid Office Authorised Litigator
The Applicant will employ a PTE Authorised Litigator with experience of delivering Housing and Debt cases who is based and regularly working at the Office related to the Individual Bid for at least 17.5 hours each week

### **SECTION 3: e-TENDERING SYSTEM**

- 3.1 All Tenders must be completed and submitted using the e-Tendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk)
- 3.2 Applicants already registered on the e-Tendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the e-Tendering system to ensure these are up to date.
- 3.3 Where an Applicant already has multiple registrations on the e-Tendering system it should ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 3.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the e-Tendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the e-Tendering system guides available through the 'Technical Support and Guidance' link on the e-Tendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the e-Tendering system message board. Applicants must check the message board regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their e-Tendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender, can be actioned as necessary.
- 3.7 The SQ, Housing and Debt ITTs and HPCDS ITTs are available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the e-Tendering system.
- 3.8 All Applicants must submit a Response to the SQ and at least one of the ITTs.
- 3.9 Applicants are not obliged to respond to all of the ITTs; they only need to submit a response to the ITT(s) relevant to the Scheme(s) they wish to deliver and/or the Housing and Debt ITT(s) relevant to the Procurement Area(s) in which their

Office(s) is located. Applicants must ensure that they access and respond to the correct ITT(s).

- 3.10 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.11 Once Applicants have completed their response to an ITT, they must submit it by clicking on the "Submit Response" button.
- 3.12 Applicants may amend and re-submit their response at any time up to the Deadline. If so amended and re-submitted, only the last response shall be assessed.
- 3.13 An Applicant may check that it has successfully submitted its ITT Response(s) by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its ITT Response(s) for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the e-Tendering system are up to date.
- 3.14 ITT Responses are sealed. This means that the LAA is unable to access submitted ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an ITT Response or Tender, nor can it confirm if an ITT Response or Tender has been completed correctly.
- 3.15 All questions marked with a red asterisk on the e-Tendering system are mandatory. The e-Tendering system will not permit an Applicant to submit its ITT Response(s) unless answers to those questions are provided.
- 3.16 There is a button in the e-Tendering system called 'check mandatory questions'. By clicking on this the e-Tendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 3.17 When an Applicant submits its ITT Response(s) for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the ITT Response has been transmitted to the LAA and not whether the ITT Response or Tender is fully completed and/or will be assessed as being successful.

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

### **COMPLETION OF THE SELECTION QUESTIONNAIRE**



- 4.1 A Response to the SQ must be submitted by **all** Applicants.
- 4.2 The SQ can be found in Project 100 at ITT 642 – ‘Selection Questionnaire for the Housing and Debt and HPCDS Procurement Process’ in the e-Tendering system.
- 4.3 The SQ contains a series of questions covering the following areas:
- Section A (non-assessed) - Organisation and contact details
  - Section B - Grounds for mandatory exclusion
  - Section C - Grounds for discretionary exclusion
  - Section D – Declarations
- 4.4 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex A

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

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

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

- 4.6 For each question the Applicant is presented with a series of drop down options from which to select a response.
- 4.7 Where a requirement is not met outright the Applicant will be provided with a series of ‘free text’ boxes in which to give further details (known as ‘exceptional circumstances’). These will be used by the LAA to consider whether those exceptional circumstances are deemed to be satisfactory for the Applicant to meet the SQ requirement.
- 4.8 Where the opportunity to provide exceptional circumstances is given, specific details in response to the supplemental questions are requested within the SQ. This must not be used as an opportunity to provide other supplementary information to an Applicant’s SQ response and any information provided that is not relevant to the particular SQ requirement and explanation of exceptional circumstances will not be considered.
- 4.9 Subject to paragraph 4.10 below, the LAA will assess SQ responses on the basis of information submitted by the Applicant in its SQ Response. SQ Responses for Sections B and C will be assessed on a pass or fail basis.
- 4.10 Where an Applicant’s SQ Response states it does not meet the SQ requirements outright in questions C.8 (LAA contract terminations), C.9 (Peer Review) and C.10 (individuals prohibited from undertaking publicly funded work) the LAA will review its own records in assessing whether the requirements have been met. For all other questions in Section B and C, the LAA’s assessment will be solely

reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to disqualify an Applicant for submitting false and/or misleading information as provided at paragraphs 9.30 - 9.32 of this IFA.

#### **Section D – Declaration**

4.11 A declaration in the form set out at Section D of the SQ (see Annex A below) must be provided by:

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

#### **COMPLETION OF THE HPCDS ITTs**

4.12 An Applicant wishing to tender for one or more HPCDS must submit a response to:

- i the SQ; and
- ii the HPCDS ITT for the Scheme(s) they wish to deliver; and
- iii where an Applicant does not already hold a 2018 Standard Civil Contract, a response to one or more of the Housing and Debt ITTs.

4.13 The HPCDS ITTs can be found in the e-Tendering system as follows:

- ITT 640 - HPCDS ITT for Telford Scheme
- ITT 641 – HPCDS ITT for Taunton and Yeovil Scheme

4.14 Applicants must complete an ITT Response for each HPCDS they wish to deliver.

4.15 Each HPCDS ITT contains a series of questions covering the following areas:

- Office location (Section A)

- HPCDS experience (Section B)
  - Ability to commence work on 1 November 2019 as applicable (Section C)
  - Agents (Section D)
  - Tie Break (Section E)
  - Warranties and Declarations (Section F)
- 4.16 A full breakdown of each of the questions for each HPCDS ITT is included in the relevant ITT and is replicated at Annex D.
- 4.17 Applicants must respond to each question in the relevant ITT by selecting the correct drop-down option or by providing a typed answer in the free text box provided. Each free text box is limited to 2000 characters (including spaces).
- 4.18 Where a question requires a response from a drop-down menu, Applicants may either select an option from the drop-down list or, if they know the answer option they wish to select, use the quick search functionality by typing in the 'response' box in the e-Tendering system.
- 4.19 Where an Applicant is required to provide information in response to the questions in a HPCDS ITT, the responses required must relate to the Applicant that will be delivering the HPCDS and not to any Agents that will be used.
- 4.20 Before submitting its ITT Response an Applicant must check that it has answered all questions correctly. If an ITT Response is incomplete it may be assessed as unsuccessful.
- 4.21 Tenders, including ITT Responses, will not be opened by the LAA until after the Deadline and therefore if an Applicant's Tender is incomplete, this will only be identified on assessment, at which point it shall be too late for Applicant to submit any further information.
- 4.22 The circumstances in which the Tie Break questions will be assessed are set out in section 6.27-6.28 of this IFA (at stage 4 of the evaluation process).

### **COMPLETION OF THE HOUSING AND DEBT ITTs**

- 4.23 An Applicant wishing to bid to deliver Housing and Debt Contract Work must submit a response through the e-Tendering system to the SQ and one or more Housing and Debt ITTs.
- 4.24 Applicants must complete an ITT Response for each Procurement Area in which they wish to deliver Housing and Debt Contract Work.
- 4.25 The Housing and Debt ITTs can be found in the e-Tendering system as follows:
- ITT 644 – Somerset Housing and Debt ITT
  - ITT 645 – Shropshire Housing and Debt ITT

- 4.26 All Applicants must submit a SQ Response regardless of whether they have previously submitted a SQ Response as part of any other 2018 Contract Procurement Process.
- 4.27 The Housing and Debt ITTs contains a series of questions covering the following areas:
- Bid details (Section A)
  - Verification (Section B)
  - Warranties and Declarations (Section C)
- 4.28 A full breakdown of each of the questions for each Housing and Debt ITT is included in the ITT and is replicated at Annex **F**.
- 4.29 Applicants must respond to each question in the Housing and Debt ITTs by selecting the correct drop-down option or by providing a typed answer in the free text box provided. Each free text box is limited to 2000 characters (including spaces).
- 4.30 Where a question requires a response from a drop-down menu, Applicants may either select an option from the drop-down list or, if they know the answer option they wish to select, use the quick search functionality by typing in the 'response' box in the e-Tendering system.
- 4.31 Where an Applicant wishes to tender from more Offices as part of a Housing and Debt ITT Response than is catered for in the ITT, the Applicant must send a message to the LAA via the e-Tendering messaging portal no later than 23:59 on 17 September 2019 requesting a form on which they can provide details about additional offices. The LAA will then supply a form which the Applicant must complete and save it to their own computer before attaching it to a message in the e-Tendering system and sending this to the LAA before the Deadline.
- 4.32 Applicants who want to submit compliant verification information with their Housing and Debt ITT Response(s) can do so at Section B. An Applicant who confirms in Section B that they wish to provide compliant verification information must provide all the information required to verify its ITT Response(s).
- 4.33 Where an Applicant submits a response to more than one Housing and Debt ITT in some instance the same verification information may be required to be submitted for each ITT Response.
- 4.34 Where an Applicant wishes to submit more than one Supervisor Declaration Form for a Housing and Debt ITT Response the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded into the e-tendering system.
- 4.35 Before submitting its Housing and Debt ITT Response(s) an Applicant must check that it has answered all questions correctly. If an ITT Response is incomplete it may be assessed as unsuccessful.

- 4.36 Tenders, including ITT Responses, will not be opened by the LAA until after the Deadline and therefore if an Applicant's Tender is incomplete, this will only be identified on assessment, at which point it shall be too late for Applicant to submit any further information.

## **SECTION 5: APPLICANTS' QUESTIONS**

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

### **Questions about this IFA**

- 5.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **23.59 on 17 September 2019**. This is referred to in the e-Tendering system as the 'End date for supplier clarification messages'.
- 5.3 All such questions must be submitted using the e-Tendering system message boards.
- 5.4 Because of the way the LAA downloads messages from the e-Tendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to. However, during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.
- 5.5 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages <https://www.gov.uk/government/publications/civil-2018-contracts-tender> in the 'Procurement Process for Housing and Debt and HPCDS Contracts from November 2019 Frequently Asked Questions (FAQ)'.
- 5.6 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not be able to provide responses to questions about the process through any other method.

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

- 5.7 There is an e-Tendering helpdesk to provide technical support in relation to the use of the e-Tendering system. The helpdesk is **unable** to assist with problems with Applicants' own computer hardware or systems. For these types of issues Applicants should contact their own IT support.

- 5.8 Questions for the e-Tendering helpdesk should be emailed to: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.
- 5.9 The LAA recommends that Applicants start to complete their Tenders early so that they identify any areas in which they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time and accepts no responsibility if they are not.
- 5.10 Applicants should note that the e-Tendering helpdesk is the only method by which they can receive assistance on using the e-Tendering system.

## **SECTION 6: TENDER ASSESSMENT**

### **SQ Assessment**

- 6.1 The LAA will check that the Applicant has submitted an SQ Response. In the event that no SQ Response has been submitted this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 6.2 The LAA will conduct an assessment of an Applicant's SQ Response in accordance with the assessment approach detailed in Annex A.
- 6.3 The sole right of appeal is set out at paragraph 8.40 of this IFA. That right of appeal applies solely where the LAA assesses the Applicant's SQ Response as unsuccessful.
- 6.4 Applicants that are assessed as having passed the SQ will proceed to the assessment for the applicable ITT(s) set out below.

### **HPCDS ITT Assessment**

- 6.5 HPCDS ITT Responses will be assessed in the following stages:

- Stage 1 – Housing and Debt Contract check
- Stage 2 – HPCDS ITT assessment
- Stage 3 – Declarations and warranties assessment
- Stage 4 – Tie Break (where applicable)
- Stage 5 – Contract award

#### **Stage 1 – Housing and Debt Contract check**

- 6.6 As set out at paragraph 2.9, the LAA will check its own records to ensure that the Applicant:
- i. holds a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law; or
  - ii. has submitted a response to one or more Housing and Debt ITTs as part of this procurement process.

6.7 Where an Applicant does not meet one the circumstances set out in paragraph 6.6 the HPCDS ITT Response will be rejected in its entirety.

#### Stage 2 – HPCDS ITT assessment

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

- are able to deliver the HPCDS service through an Office based in the corresponding Housing and Debt Procurement Areas and hold authorisation in the Housing and Debt Categories of Law; and
- have relevant and recent experience of delivering HPCDS in the past; and
- are able to deliver the HPCDS services from the Contract Start Date.

For the avoidance of doubt, when assessing an Applicant's relevant and recent experience of delivering HPCDS in the past, the LAA will only take into account the Applicant's own experience. That means the experience which has been accrued by the Applicant through its own delivery of HPCDS. It does not include any experience of Key Personnel, employees or other individuals which has been gained whilst delivering HPCDS for any other organisation.

Where the LAA is unable to secure services from organisations able to meet all these requirements, it will consider bids from Applicants not able to meet all these requirements in full (see paragraphs 6.12 – 6.22)

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

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

- a. are able to deliver the HPCDS service and Housing and Debt Contract Work through an Office based in the corresponding Housing and Debt Procurement Areas which meets the definition of a permanent presence and which holds/will hold authorisation in the Housing and Debt Categories of Law; and
- b. have relevant and recent experience of delivering HPCDS in the past 3 years; and
- c. are able to deliver the HPCDS services from 1 November 2019.

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

6.11 Where the LAA receives a Tender(s) for a HPCDS from an Applicant(s) who meets all three requirements detailed at paragraph 6.9, it will award the HPCDS Contract(s) to this Applicant(s) only, up to a maximum of four Applicants.

Example 1 below sets out how contracts will be awarded where Applicants are able to meet all three requirements detailed at paragraphs 6.9:

**Example 1**

The LAA receives two HPCDS ITT Responses for the Telford Scheme.

Applicant 1 provides:

- details of an Office in the Shropshire Housing and Debt Procurement Area
- confirmation of experience of delivering HPCDS services within the last 3 years
- confirmation that they are able to deliver the HPCDS services from 1 November 2019.

Applicant 2 provides:

- details of an Office in the neighbouring Cheshire Housing and Debt Procurement Area
- confirmation of experience of delivering HPCDS services within the last 3 years
- confirmation that they are able to deliver the HPCDS services from 1 December 2019.

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

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

6.12 Where Applicants are able to meet some but not all of the preference criteria set out in paragraph 6.9 they may still apply for a HPCDS Contract and be successful through this procurement process. Where the LAA does not receive bids from Applicants able to meet the requirements set out in paragraph 6.9 the LAA will give second preference to organisations who:

- a. have tendered to deliver HPCDS services through an Office based in a neighbouring Housing and Debt Procurement Area and which holds/will hold authorisation to deliver Housing & Debt Contract Work under a 2018 Standard Civil Contract at this Office; and
- b. have experience of delivering HPCDS services within the last 3 years; and
- c. are able to deliver the HPCDS services from the 1 November 2019.

6.13 The LAA will check its own records to confirm that Applicants have experience of delivering HPCDS Services within the last 3 years, as required. Where the



LAA's own records do not confirm that the Applicant will be assessed in accordance with paragraph 9.13 of this IFA.

- 6.14 Where no Applicant for a Scheme can meet all the criteria in full but the LAA receives a Tender for a HPCDS from at least one Applicant who meets the second preference criteria detailed at paragraph 6.12, it will award HPCDS Contracts to this Applicant(s) only, up to a maximum of four HPCDS Contracts. Example 2 below sets out how contracts will be awarded where Applicants are able to meet the requirements detailed at paragraphs 6.12:

### **Example 2**

The LAA receives three HPCDS ITT Responses for the Taunton and Yeovil Scheme.

Applicant 1 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of City of Bristol, South Gloucestershire and North Somerset
- confirmation of experience of delivering HPCDS services within the last 3 years
- confirmation that they are able to deliver the HPCDS services from 1 November 2019.

Applicant 2 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of Devon
- confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they are able to deliver the HPCDS services from 1 November 2019.

Applicant 3 provides:

- details of an Office in the non-neighbouring Housing and Debt Procurement Area of Hampshire
- confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they are able to deliver the HPCDS services from 1 December 2019.

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

- 6.15 Where Applicants are able to meet some but not all of the preference criteria set out in either paragraph 6.9 or 6.12 they may still apply for a HPCDS Contract and be successful through this procurement process.
- 6.16 In Schemes where the LAA does not receive bids from Applicants able to meet the requirements set out in paragraphs 6.9 or 6.12 the LAA will give third preference to organisations who:
- i.a. have tendered to deliver this Service through an Office based in the corresponding Housing and Debt Procurement Area and holds/will hold authorisation to deliver Housing & Debt Contract Work under a 2018 Standard Civil Contract at this Office; and
  - i.b. who have experience of delivering HPCDS Services within the last 5 years; and
  - i.c. are able to deliver the HPCDS services from the contract start date.
- Or
- ii. a. have tendered to deliver this Service through an Office based in the neighbouring Housing and Debt Procurement Area and holds/will hold authorisation to deliver Housing & Debt Contract Work under a 2018 Standard Civil Contract at this Office; and
  - ii.b who have experience of delivering the Service in the last 5 years; and
  - ii.c are able to deliver the HPCDS services from the contract start date.
- Or
- iii.a have tendered to deliver this Service through any Office which holds/will hold authorisation to deliver Housing & Debt Contract Work under a 2018 Standard Civil Contract; and
  - iii.b who have experience of delivering the Service within the last 3 or 5 years; and
  - iii.c are able to deliver the HPCDS services from the contract start date.
- 6.17 Where none of the Applicants meet the criteria set out in paragraph 6.16 because they are unable to commence the delivery of HPCDS service from the contract start date, preference will be given to Applicants who are able to commence delivering these services as soon after the contract start date as possible.
- 6.18 The LAA will check its own records to confirm that Applicants have experience of delivering HPCDS Services within the last 3 or 5 years, as required. Where the LAA's own records do not confirm that the Applicant will be assessed in accordance with paragraph 9.13 of this IFA.
- 6.19 Where the LAA receives successful Tenders from four or fewer Applicants who meet the criteria set out in 6.12, it will award Contracts to all Applicants who have tendered for the relevant Scheme through the rota system set out at paragraphs 1.4 – 1.5.

- 6.20 Where the LAA receives successful Tenders from more than four Applicants who meet the criteria set out in 6.16, the LAA will give preference to Applicants who have tendered to deliver this Service through an Office based in the corresponding Housing and Debt Procurement Area and holds/will hold authorisation to deliver Housing & Debt Contract Work under a 2018 Standard Civil Contract at this Office and award Contracts to only those Applicants who meet the criteria set out in paragraph 6.16 i.a - c.
- 6.21 Where the LAA does not receive any Tenders which meet the criteria set out in paragraph 6.16 i.a - c, it will award Contracts to Applicants who the criteria set out in paragraph 6.16 ii.a - c.
- 6.22 Where the LAA does not receive any Tenders which meet the criteria set out in paragraphs 6.16 i.a - c or 6.16 ii.a - c, it will award Contracts to Applicants who meet the criteria set out in paragraph 6.16 iii.a - c. An illustration of the rules set out in paragraphs 6.16 – 6.21 are set out in Examples 3 and 4 below:

### **Example 3**

The LAA receives five HPCDS ITT Responses for the Telford Scheme

Applicant 1 provides:

- details of an Office in the corresponding Housing and Debt Procurement Area of Shropshire
- confirmation of experience of delivering HPCDS Contract Work within the last 5 years
- confirmation that they are able to deliver the HPCDS services from 1 November 2019.

Applicant 2 provides:

- details of an Office in the non-neighbouring Housing and Debt Procurement Area of North Nottinghamshire
- confirmation of experience of delivering HPCDS Contract Work within the last 3 years
- confirmation that they are able to deliver the HPCDS services from 1 November 2019.

Applicant 3 provides:

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

- confirmation that they are able to deliver the HPCDS services from 1 November 2019.

Applicant 4 provides:

- details of an Office in the corresponding Housing and Debt Procurement Area of Shropshire
- confirmation of experience of delivering HPCDS Contract Work within the last 5 years
- confirmation that they are able to deliver the HPCDS services from 1 November 2019.

Applicant 5 provides:

- details of an Office in the non-neighbouring Housing and Debt Procurement Area of Birmingham
- confirmation of experience of delivering HPCDS Contract Work within the last 5 years
- confirmation that they are able to deliver the HPCDS services from 1 November 2019.

None of the HPCDS ITT Responses received meet the criteria set out in paragraphs 6.9 – 6.12.

As set out at paragraph 6.20 as the LAA has received Tenders from more than four Applicants who meet the criteria set out in 6.16(i) – (iii), the LAA will give preference to Applicants who have tendered to deliver this Service through an Office based in the corresponding Housing and Debt Procurement Area and have authorisation to deliver Housing & Debt Contract Work under a 2018 Standard Civil Contract at this Office.

In this example, Applicants 1, 3 and 4 will be awarded Contracts. These Applicants have Tendered from an Office in the relevant Housing and Debt Procurement Area, have experience of delivering HPCDS within the last 5 years and are able to deliver the service from the 1 November 2019.

#### **Example 4**

The LAA receives two HPCDS ITT Responses for the Taunton and Yeovil Scheme

Applicant 1 provides:

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

- confirmation that they are able to deliver the HPCDS services from 1 December 2019.

Applicant 2 provides:

- details of an Office in the neighbouring Housing and Debt Procurement Area of City of Bristol, South Gloucestershire and North Somerset
- confirmation of experience of delivering HPCDS Contract Work within the last 5 years
- confirmation that they are able to deliver the HPCDS services from 1 December 2019

None of the HPCDS ITT Responses received meet the criteria set out in paragraphs 6.9 and 6.12.

In this example both Applicant 1 and 2 will be awarded contracts. As set out at paragraph 6.19 where the LAA receives Tenders from four or fewer Applicants who meet the criteria set out in 6.16, it will award Contracts to all Applicants who have tendered for the relevant Scheme.

### Stage 3 - Declarations and warranties assessment

- 6.23 The LAA will review the warranties and declarations given in an Applicant's ITT Response (Section F of each HPCDS ITT) to ensure the Applicant has provided the necessary declarations and warranties.
- 6.24 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 6.25 Where the Applicant fails to provide the necessary declarations and warranties, the whole ITT Response may fail.
- 6.26 Applicants who are assessed as having provided the necessary declarations and warranties will be eligible for the award of a HPCDS Contract, and their Tender will be assessed as successful.

### Stage 4 – Tie Break

- 6.27 Where more than 4 Applicants are tied following Stages 1-3 of the tender assessment process outlined above, meaning the LAA is unable to select the four Applicants to be awarded a Contract in a Scheme(s), the LAA will review the date Applicants are able to start delivering the service and preference will be given to the 4 Applicants who are able to start delivering the service closest to the contract start date.
- 6.28 If, following the process set out in 6.27, more than 4 Applicants remain tied the LAA will consider the tied Applicants' responses to the three Tie Break questions in accordance with paragraph 6.29 and award the Contract to the 4 Applicants that achieve the higher scores for the Tie Break.

*Assessment of Tie Break*

6.29 There are three Tie Break questions. The first two require the Applicant to select from a drop-down list, and attract a maximum potential score for each question of 4 points. The third Tie Break question will be scored between 0-5 using the following scoring matrix:

Scoring Matrix

<b>Score (0-5)</b>	<b>Scoring Criteria:</b>
<b>0</b>	<p><b>Unacceptable:</b> The following is indicative of factors that would lead to a score of 0:</p> <ul style="list-style-type: none"> <li>• The Applicant fails to respond to the sub-criteria or there is substantial failure to properly address any issues/areas listed in the sub-criteria</li> </ul>
<b>1</b>	<p><b>Poor response:</b> The following is indicative of factors that would lead to a score of 1:</p> <ul style="list-style-type: none"> <li>• Little or no detail provided to answer the sub-criteria or a generic or vague response is provided making no reference to the specific issues/areas listed in the sub-criteria</li> <li>• The response provided requires the reviewer to make assumptions</li> <li>• The response provides confused and/or contradictory information in relation to other responses</li> </ul>
<b>2</b>	<p><b>Satisfactory:</b> The following is indicative of factors that would lead to a score of 2:</p> <ul style="list-style-type: none"> <li>• The response engages with the sub-criteria but does not specifically address all issues/areas listed in the sub-criteria</li> <li>• The Applicant provides limited evidence/information indicating how it meets the sub-criteria</li> </ul>
<b>3</b>	<p><b>Good:</b> The following is indicative of factors that would lead to a score of 3:</p> <ul style="list-style-type: none"> <li>• The response addresses all issues/areas listed in the sub-criteria</li> <li>• The Applicant provides some evidence/information how it meets the sub-criteria</li> <li>• The response provides consistent information in relation to other responses</li> </ul>
<b>4</b>	<p><b>Very Good:</b> The following is indicative of factors that would lead to a score of 4:</p> <ul style="list-style-type: none"> <li>• The response addresses all issues/areas listed in the sub-criteria with a high level of detail</li> </ul>

	<ul style="list-style-type: none"> <li>• The Applicant provides greater evidence/information indicating how it meets the sub-criteria</li> <li>• The response provides consistent information in relation to other responses</li> </ul>
5	<p><b>Excellent:</b> The following is indicative of factors that would lead to a score of 5:</p> <ul style="list-style-type: none"> <li>• The response addresses all issues/areas listed in the sub-criteria in a comprehensive manner</li> <li>• The Applicant provides high quality evidence/information indicating how it meets the sub-criteria</li> <li>• The response provides consistent information in relation to other responses</li> </ul>

6.30 To score higher points on the third Tie Break question, Applicants should reference the specific HPCDS Contract requirements, including demonstrating that their response is applicable to the specific characteristics of the Scheme being bid for (e.g. Case volumes). Responses that are not Scheme-specific are likely to achieve lower points.

#### Stage 5 – Contract award

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

6.32 The LAA intends to notify Applicants of the outcome of their Tender in October 2019.

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

#### **Housing and Debt ITT assessment**

6.34 Housing and Debt ITT Responses will be assessed in the following stages:

- Stage 1 – ITT requirements check
- Stage 2 – Verification (where applicable)
- Stage 3 – Contract award (subject to verification)
- Stage 4 – Verification

#### *Stage 1 – ITT requirements check*

6.35 The LAA will conduct assessment of:

- Any address and postcode details provided as part of an Individual Bid; and
- The declarations and warranties provided as part of an ITT Response.

*Assessment of Presence requirements*

6.36 The LAA will assess any address and postcode details provided as part of an Individual Bid for an Office and undertake the following assessment based on the information submitted

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

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

- Employs at least one FTE Supervisor who meets the Housing and Debt Supervisor Standard and meet the one Supervisor to four Caseworkers ratio at each Office from which it is tendering to deliver Housing and Debt Contract Work;
- Each Office in the Procurement Area from which the Applicant is tendering to deliver Housing and Debt Contract Work must be a Permanent Presence; and
- Employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt work.

6.38 Where the LAA receives a Tender(s) in a relevant Procurement Area from Applicants who meet all three requirements detailed at paragraph 6.8, it will award a Housing and Debt Contract to those Applicants only.

6.39 Where an Applicant has bid on the basis of meeting the Permanent Presence requirement and is assessed as having provided the address of an Office which is not in the Procurement Area stated in the corresponding Individual Bid, the LAA will act in accordance with paragraph 2.30.

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

6.40 Where Applicants are not able to meet the requirement for each Office to be a Permanent Presence as set out in paragraph 6.8, they may still apply for a Housing and Debt Contract and be successful through this procurement process. Where the LAA does not receive bids from Applicants able to meet the requirements set out in paragraph 6.8 the LAA will give second preference to any organisation who:

- Employs at least one FTE Supervisor who meets the Housing and Debt Supervisor Standard and meet the one Supervisor to four Caseworkers ratio at each Office from which it is tendering to deliver Housing and Debt Contract Work;
- Each Office in the Procurement Area from which the Applicant is tendering to deliver Housing and Debt Contract Work must be a Part-Time Presence or meet the requirements for delivering Outreach Services; and
- Employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt work.



- 6.41 Where an Applicant has bid on the basis of meeting the Part-Time Presence requirement, or delivering Outreach Services and is assessed as having provided the address of an Office or delivery locations which is not in the Procurement Area stated in the corresponding Individual Bid, the LAA will act in accordance with paragraph 2.34.
- 6.42 Where no address details are provided as part of an Individual Bid, an address check will be conducted as part of verification (stage 2 or stage 4 as appropriate). Applicants must be able evidence an Office or delivery locations in the relevant Procurement Area by the date specified in the Applicant's contract award notification letter. This includes providing the locations through which the Applicant will deliver Outreach Services if not known at the time of Tender.

*Declarations and warranties assessment*

- 6.43 The LAA will review the warranties and declarations given in an Applicant's Housing and Debt ITT Response (Section C of the ITT) to ensure the Applicant has provided the necessary declarations and warranties.
- 6.44 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 6.45 Where the Applicant fails to provide the necessary declarations and warranties, the whole ITT Response may fail.
- 6.46 Applicants who are assessed as having provided the necessary declarations and warranties will be eligible for the award of a Face to Face Contract, and their Tender will be assessed as successful subject to verification (stage 4).
- 6.47 Successful Individual Bids will be awarded the volume of Matter Starts associated with the Lot tendered for, subject to verification (stage 4).

*Stage 2 – Verification (if applicable)*

- 6.48 If an Applicant has submitted verification information with their ITT Response(s) the LAA will verify an Applicants ITT Response(s) at this stage in accordance with the process set out in Section 8 of this IFA.

*Stage 3 – Contract award (subject to verification)*

- 6.49 All Applicants will be notified of the outcome of their Tender through the e-Tendering message board. Notifications to Applicants whose Tender is unsuccessful will include details of why their Tender is unsuccessful.
- 6.50 The LAA intends to notify Applicants of the outcome of their Tender in October 2019.

- 6.51 Where an Applicant's SQ Response is assessed as unsuccessful the Applicant's ITT response(s) will not be assessed, unless any appeal made by the Applicant is successful.
- 6.52 The sole right of appeal right is set out at paragraph 9.40 of this IFA and applies to the outcome of the LAA's assessment of an Applicant's SQ Response as unsuccessful.
- 6.53 There is no right of appeal against the LAA's assessment of ITT Responses.

#### *Stage 4 – Verification*

Applicants who have not already concluded the verification process at Stage 2 of the tender assessment process and are notified that they have been successful in this procurement process will be required to verify their Tender following the verification process detailed at Section 8 of this IFA.

### **SECTION 7: NOTIFICATION OF TENDER OUTCOMES**

- 7.1 The LAA will notify Applicants whose SQ Response has been assessed as unsuccessful in accordance with the timetable set out earlier in this IFA at page 4.
- 7.2 Where unsuccessful, Applicants will be notified of the outcome of their SQ Response through the e-Tendering system message board. Notifications to those Applicants will include reasons why their SQ Response has been assessed as unsuccessful.
- 7.3 Where an Applicant's SQ Response is assessed as unsuccessful the Applicant's ITT response(s) will not be assessed, unless any appeal made by the Applicant is successful.
- 7.4 The sole right of appeal is set out at paragraph 9.40 of this IFA. The sole right of appeal applies to the outcome of the LAA's assessment of an Applicant's SQ Response as unsuccessful.
- 7.5 Where the LAA assesses an Applicant's SQ Response as being successful, the ITT Response(s) submitted by the Applicant will then be assessed and Applicants will be notified in accordance with the timelines set out in this IFA.

### **SECTION 8: VERIFICATION OF HOUSING AND DEBT ITTs**

- 8.1 All successful Applicants will be required to verify their Individual Bids and all Contract awards will be conditional on Individual Bids being satisfactorily verified by the LAA. Details of the verification requirements are set out at Annex G of this IFA. Verification must be concluded by no later than the time and date which will be stated in the contract award notification letter and which will be which will be determined by the date on which you tell us you are able to commence Contract Work otherwise stated at Annex G.

- 8.2 Applicants will have the opportunity to submit verification information with their ITT Response(s).
- 8.3 Where an Applicant does not submit compliant verification information with their ITT Response(s), requests for verification information will be sent to Applicants at the same time as they are notified that they have been successful. They must submit verification information no later than time and date which will be stated in the contract award notification letter. If verification is successfully concluded an Applicant's Contract documents will be uploaded to enable them to deliver Contract Work awarded under this procurement process from 1 November 2019 or from the date from which you tell us you are able to deliver Contract Work.
- 8.4 It is the Applicant's sole responsibility to ensure they provide us with all the necessary information to evidence they meet the relevant verification requirements by the date specified in any contract award notification letter and which will be determined by the date on which you tell us you are able to commence Contract Work.
- 8.5 Where the Applicant has not submitted information in accordance with the verification process for either an Individual Bid or its entire Face to Face Contract award by the time and date which will be stated in the contract award notification letter, then the award in respect of an Individual Bid or the entire Face to Face Contract/HPCDS Contract may be withdrawn as applicable.
- 8.6 The LAA will reclassify an Individual Bid in the Housing and Debt Categories of Law where an Applicant is unable to provide satisfactory evidence that they meet the requirements of a higher Lot but is able to provide satisfactory evidence that they meet the requirements of a lower Lot. For example, if an Applicant is unable to provide satisfactory evidence that its Housing and Debt Individual Bid meets the requirements of Lot 2 but is able to provide satisfactory evidence that the meet the requirements of Lot 1 then the Individual Bid will be awarded a Lot 1 Matter Start allocation (100 Matter Starts).
- 8.7 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Individual Bid or an entire Face to Face Contract/HPCDS Contract as a consequence of their failure to satisfactorily verify any aspect of their Tender, the LAA shall have no responsibility whatsoever to the Applicant (or any related party) for any cost, expense or any other liability they have incurred or may incur in the course of submitting their Tender.
- 8.8 Please note, the LAA will not enter into contract with Applicants until pre-contract verification process is concluded i.e. the Applicant satisfactorily verifies information required at the latest by the time and date which will be stated in the contract award notification letter.
- 8.9 In addition to meeting the verification requirements, Applicants must complete the two following administrative processes where relevant before the LAA can issue Contract documentation to an Applicant:
  - a. Provide a completed indemnity where the Applicant organisation has limited liability
  - b. Provide a completed AC1 form and associated documentation for each new Office

8.10 The LAA will be unable to enter into contract with an Applicant that fails to provide this information where necessary. Where an Applicant fails to provide a properly completed indemnity at the latest by the time and date which will be stated in the contract award notification letter, the LAA may withdraw its offer of a Contract. Where an Applicant fails to provide a completed AC1 form and associated documentation at the latest by the time and date which will be stated in the contract award notification letter the LAA may withdraw its offer of Contract Work to the relevant Office(s).

#### *Indemnity*

8.11 Applicants with limited liability (unless a registered charity) must supply the LAA with a properly completed indemnity.

8.12 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.

8.13 A copy of the indemnity form is available at:

<https://www.gov.uk/government/publications/personal-guarantee-and-indemnity>

#### *AC1 form*

8.14 Where Applicants intend to open an Office to deliver the Contract Work tendered for, in addition to confirming the Office address and postcode, they will be required to complete and return an AC1 form and supporting documents so the new Office can be allocated a 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. The AC1 form is available at:

[www.gov.uk/guidance/update-your-details-with-laa](http://www.gov.uk/guidance/update-your-details-with-laa).

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

### **Introduction**

9.1 This procurement process is governed by this IFA which represents a complete statement of the rules of the procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral. References to 'Tender' include, as applicable, any submission forming part of a Tender such as the Response to ITTs.

9.2 'Legal services' are classified as Social and Other Specific Services to which The Public Contracts Regulations 2015 (the "Regulations") only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to the procurement of Social and Other Specific Services.

- 9.3 This IFA and any supplementary documents issued as part of this procurement process (including the SQ and ITTs) are governed and construed in accordance with English Law.

### **Submitting a Tender**

- 9.4 The Applicant agrees to comply with the rules (contained in this Section 9 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA e-Tendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's Tender as unsuccessful.

- 9.5 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) by the Deadline. For the purposes of the Deadline, the time specified on the e-Tendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:

- (a) any requests by the Applicant to amend or submit the Tender after the Deadline; or,
- (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender

and the Applicant accepts all responsibility for ensuring all parts of its Tender are submitted through the e-Tendering system by the Deadline.

- 9.6 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) using the e-Tendering system at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.

- 9.7 A Tender must be authorised by one of the following:

- (a) the Applicant's COLP, HOLP or CM (or proposed COLP, HOLP or CM); or,
- (b) where the Applicant is not authorised by a Relevant Professional Body, a member of Key Personnel who either:
  - (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or
  - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant

- 9.8 The Applicant must submit a complete Tender prior to the Deadline. The Applicant must reply to every question in the Tender and upload all requested documentation, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information.

- 9.9 The Applicant may only submit one Tender (i.e. one SQ Response and a maximum of one HPCDS ITT Response per Scheme and/or a maximum of one response to any Housing and Debt ITT). Where an Applicant submits more than one ITT Response for the same Scheme and/or more than one response to any Housing and Debt ITT, the LAA will assess only the last HPCDS ITT Response and/or the last Housing and Debt ITT Response submitted prior to the Deadline.
- 9.10 The Applicant may amend and re-submit its Tender at any time up to the Deadline. Only the last Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.
- 9.11 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 9.12 Subject to the LAA's right to clarify at paragraph 9.26, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 9.13 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 9.14 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 9.15 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;
  - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
  - (iii) it has capacity to concurrently deliver all of the services it has submitted a Tender for.
- 9.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 9.17 By submitting a Tender the Applicant agrees to be bound by the Contract without further negotiation or amendment.

- 9.18 In submitting its Tender, the Applicant acknowledges the fact that Applicants may be part to no more than one 2018 Standard Civil Contract. Further the Applicant acknowledges that subject to the provisions on the holding of a single Face to Face Contract as referred to in this paragraph 9.17, this 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 decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.
- 9.19 The Applicant must monitor and respond as appropriate to messages received through the e-Tendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the e-Tendering system, including that outlined in 9.20 will be deemed to have been received by the Applicant at the time of transmission in the e-Tendering system. The time specified in the e-Tendering system shall be the definitive time.
- 9.20 Any Frequently Asked Questions published through the e-Tendering system in accordance with Section 5 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.
- 9.21 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

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

- 9.22 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/civil-2018-contracts-tender> and notified to individual Applicants through a message on the e-Tendering system.
- 9.23 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with 9.22 before the Deadline may be rejected.
- 9.24 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 9.25 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these

documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 9 will take precedence.

- 9.26 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

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

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

### **Right to Exclude**

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



9.32 Paragraph 8.30 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

### **Canvassing**

9.33 The Applicant (including its employees and agents) must not, whether directly or indirectly:

- (a) canvass, or attempt to obtain any information from, any Ministers, officers, employees, agents or advisers of the LAA in connection with this procurement process; or
- (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

### **Collusion**

9.34 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:

- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;
- (b) Communicating to any other person any information relating to any fees or rates contained in the Applicant's Tender which will be competitively assessed as part of the procurement process, unless such communication is with a person who is a participant in the Applicant's Tender;
- (c) Entering in to any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
- (d) Sharing, permitting or disclosing access to any information relating to its Tender.

9.35 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 9.34, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant from any further involvement in this procurement process.

## **Award**

- 9.36 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA. The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon re-assessment, the Applicant's Tender is deemed to be unsuccessful or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a contract. Failure to notify the LAA of a material change may result in disqualification from the procurement process and/or termination of the contract.
- 9.37 The LAA reserves the right, prior to any execution of a contract, to carry out further due diligence checks as it deems necessary or appropriate. Where, as part of any due diligence, an Applicant is found not to comply with any of the minimum contract requirements which the Applicant committed to meeting in its Tender, the LAA will not proceed with any decision made to award a contract.
- 9.38 The LAA reserves the right to place additional contractual conditions on the award of a contract to an individual Applicant.
- 9.39 The award of a contract does not guarantee a minimum amount of work for the Applicant or that a minimum level of income will be generated for the Applicant as a result of that contract.

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

- 9.40 There is no right of appeal against the LAA's assessment of HPCDS ITT Responses or the Housing and Debt ITT Response.

- 9.41 The Applicant's sole right of appeal is limited to circumstances where:

It reasonably, on the information contained in the SQ Response (subject to paragraph 9.27), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.

There is no other right of appeal, including, for example, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.

- 9.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.

- 9.43 Appeals should be submitted using the appeals pro forma which will be made available at <https://www.gov.uk/government/publications/civil-2018-contracts-tender>. The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.

- 9.44 The LAA's Principal Legal Adviser (or an appointed representative) will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.

9.45 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

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

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

9.47 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.

9.48 If an Applicant is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.

9.49 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.

9.50 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.

9.51 By submitting a Tender an Applicant consents and confirms that they have obtained all necessary consents from the relevant Data Subject to such Personal Data being processed and used in accordance with and/or for the purposes of administering the procurement process as contemplated by the IFA, the Tender and for the management of any Contract subsequently awarded.

9.52 The LAA and the Applicant anticipate that the LAA shall act as a Controller and Processor in respect of any Personal Data provided to it by the Applicant as a requirement of the Tender.

9.53 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, on a continuing basis, that:

(a) the Applicant has all the requisite and necessary authority (and has obtained and will maintain all necessary consents) required under and/or in connection with the Data Protection Laws to disclose the Personal Data to the LAA in connection with the Tender to enable the LAA to carry out the procurement process; and

(b) all the Data Subjects whose Personal Data is provided by the Applicant to the LAA have consented to the Processing of such Personal Data for the purposes of the Applicant's participation in the Tender (and/or that the Applicant otherwise has a legal basis for providing such Personal Data to the LAA for the purposes of its participation in the Tender) and within 7 days of any request by the LAA, the Applicant shall provide the LAA with evidence of such lawful basis and/or consent (as the case may be); and

(c) the Applicant shall at all times during the Tender process comply with the Data Protection Laws.

9.54 The Applicant agrees that it shall notify the LAA immediately if any Data Subject revokes, withdraws and/or changes their consent to the disclosure of the Personal Data to the LAA in connection with the Tender.

9.55 The LAA shall implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed on the LAA by the Security Requirements.

9.56 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.

9.57 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.

9.58 Following completion of this procurement process, the LAA will retain copies of the Tender for such time as it considers reasonable to satisfy the LAA's audit obligations and for any associated contract management purposes.

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

9.59 The information contained in this IFA is subject to Crown Copyright. Applicants may, subject to 9.60, re-use this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, complete the online enquiry form: <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>

9.60 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of Housing Possession Court Duty Scheme Services in England and Wales from 1 November 2019, Exclusive Schedule under 2013 Standard Civil Contract (as amended) for contingency Period Invitation To Tender Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

## ANNEX A: SQ QUESTIONS AND ASSESSMENT

### Section A – organisation and contact details

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

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

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



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

## Section B – grounds for mandatory exclusion

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

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

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

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

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

### Section C – grounds for discretionary exclusion

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

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

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

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

C.2(b)	Is/has the Applicant or any member of its Key Personnel either at this organisation or any previous organisation (been) the subject of an IVA or a CVA as a result of the non-payment of taxes or social security contributions?	Yes (Answer C.2(c) to C.2(h)) No (Answer C.2(j) to C.2(l))
C.2(c)	Please provide the value of the IVA or CVA when entered into	Free text
C.2(d)	Please provide the date on which the IVA or CVA was entered into	Free text
C.2(e)	Where the IVA or CVA has been subject to any rescheduling of repayments, please provide: <ul style="list-style-type: none"> <li>• details of what changes were agreed, including the date when the rescheduling occurred; and</li> <li>• confirmation of changes to the repayment amount (including the amount the repayments were changed from); and</li> <li>• confirmation of any change to the date of discharge (including the original date of discharge).</li> </ul> Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".	Free text
C.2(f)	When is the IVA or CVA due to be discharged?	Free text
C.2(g)	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?  For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.	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?	Yes No (Answer C.2(i))
C.2(i)	Where the Applicant has answered "No" to C.2.(h), please provide details of:	Free text

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



C.3(d)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text
C.3(e)	Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future	Free text
C.4	Guilty of professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee?	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.4, it must give details by answering questions C.4 (a) - (e) below.	Free text
C.4(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
C.4(b)	Please give the date when the event(s) occurred	Free text
C.4(c)	Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification	Free text
C.4(d)	Please give: <ul style="list-style-type: none"> <li>• the date that the finding of grave professional misconduct/disqualification was made. If no finding has been made to date, please give the date of any disciplinary body hearing date if known;</li> <li>• detail of any sanction applied; and</li> <li>• which body made the finding of guilt / is investigating the allegations</li> </ul>	Free text
C.4(e)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the finding or allegations of grave professional misconduct or disqualification.	Free text

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

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

	For the avoidance of doubt, do not answer “Yes” if the termination was by the LAA in accordance with its “no fault” termination rights.	
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.8, it must give details by answering questions C.8(a) - (f) below.	
C.8(a)	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. If the appeal process has concluded, or the Applicant chose not to appeal, please confirm the outcome of the appeal or that the Applicant chose not to appeal, as appropriate.	Free text
C.8(f)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination	Free text
C.9	Received either:  a) two consecutive Peer Review ratings of 4; or b) a Peer Review rating of 5,	Yes (discretionary fail)

	<p>in any Civil Category of Law following the outcome of any appeal in the last 5 years?</p> <p>The Applicant must also answer “Yes” to this question if any of its Key Personnel received two consecutive Peer Review ratings of 4 or a Peer Review rating of 5 whilst working as Key Personnel at another organisation in the last 5 years.</p>	No (Pass)
	<p>Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, you must give details by answering questions C.9(a) - (d) below.</p>	
C.9(a)	Please confirm the Category(ies) of Law in which the Peer Review rating(s) have been received	Free text
C.9(b)	Please confirm the Peer Review rating(s) received	Free text
C.9(c)	Please give the dates when you were notified of the relevant Peer Review rating(s)	Free text
C.9(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Peer Review rating(s)	Free text
C.10	<p>Has anyone in your organisation received notification from the LAA that they may not conduct publicly funded work under any LAA Contract?</p> <p>Any individual who has received notification from the LAA that they may not conduct publicly funded work under an LAA contract may not conduct publicly funded work under a 2018 Contract.</p> <p>Where the Applicant answers “Yes” and responds to the questions below, the LAA will, in addition, contact the Applicant to obtain further information regarding the exclusion.</p>	<p>Yes (discretionary fail)</p> <p>No (pass)</p>
	<p>Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, you must give details by answering questions C.10(a) - (e) below.</p>	
C.10(a)	Please provide the full name(s) of the individual(s) who have been notified that they may not conduct publicly funded work under an LAA contract?	Free text

C.10(b)	Was/were the individual(s) a member of Key Personnel at the time they received notification?	Option: Yes No
C.10(c)	Please confirm the status of the individual(s) who has/have been notified that they may not conduct publicly funded work under an LAA contract within the Applicant	Free text
C.10(d)	Please provide the date on which the individual(s) was/were notified	Free text
C.10(e)	Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract.	Free text
	<b>Please answer the following statements:</b>	
C.11	The Applicant —  (i) is/has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.11, it must give details by answering questions C.11(a) - (e) below.	
C.11(a)	Please give the name of the contracting authority from whom your organisation withheld/misrepresented information	Free text
C.11(b)	Please confirm the nature of the affected contract(s)	Free text

C.11(c)	Please give the date when the event(s) occurred	Free text
C.11(d)	Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information	Free text
C.11(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information	Free text
C.12	The Applicant or any of its Key Personnel has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.12, it must give details by answering questions C.12(a) - (e) below.	
C.12(a)	Please give the name of the contracting authority(ies) affected	Free text
C.12(b)	Please confirm the nature of the affected contract(s)	Free text
C.12(c)	Please give the date when the event(s) occurred	Free text
C.12(d)	Please confirm the action taken by the contracting authority as a result of the Applicant’s action	Free text
C.12(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/negligently or materially influencing procurements and/or contracting authorities	Free text
C.13	Have any of the Applicant’s Key Personnel (irrespective of which organisation they were working for) received any conditions on their practising certificates imposed by a regulatory body, Relevant Professional Body or Complaints Body within the last three years?	Yes (discretionary fail) No (Pass)

	<b>Exceptional circumstances</b> – if the Applicant has answered “yes” to question C.13, it must give details by answering questions C.13(a) – (e) below.	
C.13(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved.	Free text
C.13(b)	Please give details about the nature of the event(s) leading to the imposition of the condition(s), including the date when the event(s) occurred	Free text
C.13(c)	Please give details of the condition(s) that were imposed, including the date they were imposed	Free text
C.13(d)	Please give details of the nature of any current condition(s) on practising certificates	Free text
C.13(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of condition(s)	Free text
C.14	Is the Applicant a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes (Answer C.14(a))  No (Pass)
C.14(a)	If you have answered yes to question C.14 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes (pass) (Answer C.14(b))  No (discretionary fail)
C.14(b)	Please provide the relevant url to view the statement	Free text
	<b>Exceptional circumstances</b> – if the Applicant has answered “No” to question C.14(a), it must give details by answering question C.14(c) below.	



C.14(c)	Please provide all relevant information for the LAA to consider your exceptional circumstances including why you are currently not compliant and what steps are being taken to become compliant with the Act. Please provide timescales for activity to be completed.	Free text
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### Section D – Declaration

I give my undertaking that I am either

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

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

	Question	Response Type
D.1	Name of the individual making declaration on behalf of the Applicant	Free text
D.2	Status within the Applicant organisation	Option List:

		<ul style="list-style-type: none"><li>i) COLP or intended COLP</li><li>ii) HOLP or intended HOLP</li><li>iii) CM or intended CM</li><li>iv) Key Personnel</li></ul>
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## ANNEX B: Scheme Guide

### Housing Possession Court Duty Scheme: Telford

This guide is designed to provide information on the Telford Scheme for HPCDS services from November 2019. It provides information on the Scheme and the court covered.

#### About the court locations in this Scheme

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

<b>Court location covered by the Telford Scheme</b>	<b>Address</b>	<b>Contact details and Opening times</b>	<b>Parking Information</b>
Telford County Court and Family Court  County Court location code: 364	Telford Justice Centre Telford Square Malinsgate Telford TF3 4HX	Enquiries: 01782 854000 Email: <a href="mailto:hearings.stoke.countycourt@justice.gov.uk">hearings.stoke.countycourt@justice.gov.uk</a>  Court open: Monday to Friday 9am to 5pm  Counter service by appointment only: By prior appointment only for urgent Civil and Family Applications	There are a number of public car parks within close proximity to the Court

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

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

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

<b>Corresponding Housing and Debt Procurement Area</b>	<b>Neighbouring Housing and Debt Procurement Area</b>
Shropshire	Staffordshire, Herefordshire & Worcestershire, Cheshire, North East Wales, Central Wales

## Historical volumes in the Telford Scheme

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

Acts of Assistance						
Court	Financial Year 2016/17		Financial Year 2017/18		Financial Year 2018/19	
	Volume	Value	Volume	Value	Volume	Value
Telford	59	£4,507.6	15	£1,502.55	26	£1,860.30

Number of Sessions			
Court	Financial Year 2016/17	Financial Year 2017/18	Financial Year 2018/19
Telford	27	13	9

Distribution of sessions by day of the week					
Telford	Monday	Tuesday	Wednesday	Thursday	Friday
2016/17	41%	30%	19%	4%	4%
2017/18	38%	23%	8%	0%	31%
2018/19	44%	11%	44%	0%	0%
<b>Total</b>	<b>41%</b>	<b>24%</b>	<b>20%</b>	<b>2%</b>	<b>10%</b>

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

## **Housing Possession Court Duty Scheme: Taunton & Yeovil**

This guide is designed to provide information on the Taunton & Yeovil Scheme for HPCDS services from November 2019. It provides information on the Scheme and the court covered.

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

The court locations to be served in this Scheme are Taunton Crown, County and Family Court, and Yeovil County, Family and Magistrates' Court.

<b>Court location covered by the Telford Scheme</b>	<b>Address</b>	<b>Contact details and Opening times</b>	<b>Parking Information</b>
Taunton Crown, County and Family Court  County Court location code: 347	The Shire Hall Taunton TA1 4EU	Enquiries: 0300 3321000 Email: <a href="mailto:Enquiries.taunton.countycourt@justice.gov.uk">Enquiries.taunton.countycourt@justice.gov.uk</a>  Court open: Monday to Friday 8.30am to 5pm	Paid off-site parking is available within 500m of the Court, Crescent car park, Tangier car park, Enfield car park. There is limited parking on site for blue badge holders.
Yeovil County, Family and Magistrates' Court  County Court location code:385	The Law Courts Petters Way Yeovil BA20 1SW	County Court: 01935 382 150 Email: <a href="mailto:info.yeovil.countycourt@justice.gov.uk">info.yeovil.countycourt@justice.gov.uk</a>  Court building open: 9am to 5pm Monday to Friday Counter open: Monday to Friday 10:00am to 2:00pm	Paid off-site parking is available opposite the building.

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

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

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

<b>Corresponding Housing and Debt Procurement Area</b>	<b>Neighbouring Housing and Debt Procurement Area</b>
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Somerset	Devon, Wilshire, Dorset, City of Bristol, South Gloucestershire and North Somerset
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### Historical volumes in the Taunton & Yeovil Scheme

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

Acts of Assistance						
Court	Financial Year 2016/17		Financial Year 2017/18		Financial Year 2018/19	
	Volume	Value	Volume	Value	Volume	Value
Taunton	58	£3983.90	49	£3365.72	34	£2335.40
Yeovil	40	£2747.52	22	£1511.14	16	£1099.01
<b>Total</b>	<b>98</b>	<b>£6731.42</b>	<b>71</b>	<b>£4876.86</b>	<b>50</b>	<b>£3434.41</b>

Number of Sessions			
Court	Financial Year 2016/17	Financial Year 2017/18	Financial Year 2018/19
Taunton	14	15	11
Yeovil	11	11	9

Distribution of sessions by day of the week					
Taunton	Monday	Tuesday	Wednesday	Thursday	Friday
2016/17	0%	0%	0%	0%	100%
2017/18	12%	0%	0%	2%	86%
2018/19	3%	38%	0%	3%	56%
<b>Total</b>	<b>5%</b>	<b>13%</b>	<b>0%</b>	<b>2%</b>	<b>81%</b>
Yeovil	Monday	Tuesday	Wednesday	Thursday	Friday
2016/17	0%	0%	0%	100%	0%
2017/18	0%	0%	0%	78%	22%
2018/19	0%	0%	0%	100%	0%
<b>Total</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>93%</b>	<b>7%</b>

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

ANNEX C: 2013 Standard Civil Contract, as amended

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

***[date to be inserted]***  
2019

Our reference: HPCDS/

To whom it may concern,

**HPCDS CONTRACT OFFER FOR ACCEPTANCE: Offer of 2013 Standard Civil Contract (as amended) to provide Housing Possession Court Duty Scheme (HPCDS) HPCDS Services from 1 November 2019 for contingency period**

We are writing further to our letter dated ***[date of award letter to be inserted when Contract issued for signature]***. In that letter we notified you of our intention to award you a 2013 Standard Civil Contract (as amended) to provide HPCDS Services

from 1 November 2019. The award is further to the successful tender you submitted under the Legal Aid Agency procurement process which opened on 5 September 2019.

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

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

**To execute your Contract, you must complete, sign and date the acceptance form below and email a copy to us at [civil.contracts@legalaid.gsi.gov.uk](mailto:civil.contracts@legalaid.gsi.gov.uk) by no later than 23:59:59 on [X] October 2019. Your Contract is made on the date your last required authorised signatory signs and dates it.**

When you have executed your Contract, you will be required to deliver the HPCDS Service from 1 November 2019, as authorised under your HPCDS Schedule, including any Rota Arrangements, where applicable.

## Interpretation

References in this Offer Letter to:

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



- **Contract Period** means the period between 1 November 2019 and 30 September 2020;
- **HPCDS Schedule** means the schedule setting out the Exclusive Schedule Arrangements for the HPCDS services you are authorised to and required to provide under Contract as incorporated as HPCDS Annex B to this Contract (and as may be subsequently varied under the provisions of the Contract);
- **HPCDS Services** shall have the same meaning as the Service as defined in Paragraph 10.16 of the Category Specific Rules at HPCDS Contract Annex A;
- **Offer** means the offer to you on the terms and conditions as set out and/or referred to in this Offer Letter;
- **Rota Arrangement** means, where you are not the sole provider of HPCDS Services in a particular Scheme, a written arrangement setting out the frequency at which you are required to attend Court to provide the HPCDS Service, as referred to within and annexed to your HPCDS Schedule;
- **Scheme** means a Housing Court Possession Duty Scheme you are authorised and required to provide HPCDS Services in as set out in your HPCDS Schedule; and
- **Standard Terms** means the 2018 Standard Civil Contract Standard Terms.

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

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

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

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

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

## **Offer and agreement**

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

### **1. Contract Condition**

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

### **2. Contract Period**

- 2.1 The Contract Start Date shall be 1 November 2019 being the date from which you must provide the HPCDS Services in accordance with the terms and conditions of your Contract including but not limited to the HPCDS Schedule and any Rota Arrangements set out or referred to in Table 5 (Special Provisions and Restrictions) of your HPCDS Schedule.
- 2.2 The Contract will expire automatically on expiry of the Contract Period.

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

- 3.1 The 2018 Standard Civil Contract Standard Terms shall apply to the Contract in place of the 2013 Standard Civil Contract Standard Terms:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/727289/2018\\_Standard\\_Civil\\_Contract\\_Standard\\_Terms\\_July\\_2018\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727289/2018_Standard_Civil_Contract_Standard_Terms_July_2018_.pdf)
- 3.2 The General Rules to the 2018 Standard Civil Contract Specification shall apply to the Contract in place of the General Rules to the 2013 Standard Civil Contract Specification:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/727153/2018\\_Standard\\_Civil\\_Contract\\_Specification\\_General\\_Provisions\\_July\\_2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727153/2018_Standard_Civil_Contract_Specification_General_Provisions_July_2018.pdf)

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

#### **4. Predecessor Bodies**

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

*[List or state "None"]*

#### **5. Annex**

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

#### **6. General**

- 6.1 The HPCDS Services you are authorised and required to provide under your Contract are designated as Exclusive Schedule Arrangements for the purposes of Paragraph 1.29 of the General Rules.
- 6.2 Where you are not the sole provider in a particular Scheme, the Rota Arrangements which apply to your Contract are set out in your HPCDS Schedule.
- 6.3 For the avoidance of doubt, where no Rota Arrangements are set out in your Schedule in respect of a particular Scheme, you must provide the entire Service in that Scheme.

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

Where you wish to accept the Offer, you must complete the Offer acceptance form below and return it to the LAA by email at [civil.contracts@legalaid.gsi.gov.uk](mailto:civil.contracts@legalaid.gsi.gov.uk) by **23:59:59 on [X] October 2019**.

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

Yours faithfully,

Jane Harbottle

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

Enclosed:

Annex to the Contract for Signature

HPCDS Contract Annex A: Category Specific Rules

HPCDS Contract Annex B: HPCDS Schedule

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**OFFER ACCEPTANCE FORM**

**TO BE COMPLETED AND EMAILED TO [civil.contracts@legalaid.gsi.gov.uk](mailto:civil.contracts@legalaid.gsi.gov.uk) BY 23:59:59 ON [X] October 2019**

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

.....  
.....

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

.....  
.....  
.....  
.....

**being duly authorised to act for and on behalf of [full name of provider to be inserted]**

.....  
.....

**ACCEPT** the terms of the Offer of a **2013 Standard Civil Contract (as amended)** to provide the **HPCDS Services under a HPDS Schedule** as set out in the Legal Aid Agency’s Offer Letter dated [X] October 2019.

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

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

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

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

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

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

## Annex to the Contract for Signature

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

### A. Schedules

Your Schedule(s) are as follows:

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

### B Contact Details

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

Contract Liaison Manager:	[insert full name and contact details]
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For the purpose of Clause 20.4(a) of the Standard Terms, your designated fax number, e-mail address, DX number and postal address as at the Contract Start Date are as set out in the table below:

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

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

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

### **C Quality Standard**

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

**HPCDS Contract Annex A**

**2013 Standard Civil Contract**

**Specification**

**Category Specific Rules**

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

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

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

**Category Specific Rules**

**Section 10 Housing Possession Court Duty Scheme**

**10.1-10.15 [NOT USED]**

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

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

*The Schedule*

10.17 All work carried out under the Scheme is subject to any conditions or restrictions set out in that Schedule. You may only provide services under



the Scheme during the period specified in your Schedule. When a Schedule expires but this Contract remains in force, we will issue you with a new Schedule unless you have given us at least one month's notice that you do not wish us to do so.

#### *The Service*

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

#### *Payment*

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

#### *Matter Start rules*

- 10.24 If you provide the Service at court and, within six months of doing so, subsequently open a new Housing or Debt Matter Start under your 2018 Standard Civil Contract in relation to the same case then you cannot claim any payment for providing the Service at court. The costs of providing the Service will be included in the Housing or Debt Matter Start Fixed Fee

provided for in the Remuneration Regulations and paid in accordance with your 2018 Standard Civil Contract.

- 10.25 The rule at Paragraph 10.24 does not apply if you subsequently open a non-Housing/non-Debt Matter Start under your 2018 Standard Civil Contract (where you have authorisations in Categories other than Housing and Debt under that contract) after providing the Service at court. The Matter Start rules set out in Section 3 of the General Rules of the Specification to your 2018 Standard Civil Contract will apply in these circumstances.

#### *Reporting*

- 10.26 You must report data about the Service to us in such form as we may specify. Monthly monitoring reports showing details of Clients assisted must be completed fully and returned to us by you within 10 days after the end of each month. Payments are triggered by our receipt of fully completed monthly monitoring reports on or before their respective due date. If you fail to provide any report to us by its due date, your payment will be delayed until after we have received it.

#### *Volumes of work*

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

#### *Management*

- 10.28 You must have a Housing and Debt Supervisor at all times you are delivering the Service.
- 10.29 You must nominate a member of your personnel who is responsible for the overall supervision and management of the Service and provide us with their name. This person must meet the Housing and Debt Supervisor standard.
- 10.30 The nominated member of your personnel must liaise with the court to ensure that the Scheme is in place each time the court lists possession proceedings.
- 10.31 You must demonstrate that the Scheme has effective induction, training, appraisal and supervision procedures for all caseworkers.

- 10.32 You must ensure that you have appropriate adviser(s) present on each day at the court when the Service is required.
- 10.33 For the purposes of Paragraph 10.32 “appropriate adviser” means a caseworker who conducts a minimum of 12 hours casework per week.
- 10.34 You must include your Housing Possession Court Duty Scheme files in any file review process you conduct.

*Delegation of the Service*

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

*Who can use the Scheme?*

- 10.36 The Scheme is available to any person (regardless of means) whose home is at immediate risk because of possession proceedings. You must provide the Service to any such person (the Client) who requires it during one of the specified court sessions. The Client does not pay anything for the Service. If a Client has received the Service and wishes to use it again you may provide it to them if they are in genuine need of it and it is appropriate to do so.
- 10.37 You must provide the Service to all Clients who request to see an adviser under the Scheme.

*Scope of the Scheme*

- 10.38 The Scheme covers the following types of proceedings at the court set out in your Schedule.
- (a) private rented possession proceedings;
  - (b) public/registered social landlord rented possession proceedings;
  - (c) mortgage possession proceedings;
  - (d) applications to stay/suspend execution of warrants of possession; and
  - (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.

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

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

*Clients requesting advice outside the terms of the Scheme*

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

10.41 Further to Paragraph 10.40, when considering whether it is appropriate in the circumstances, you should take account of the Client's location and whether it is feasible to deliver face-to-face advice from your Office or whether it is more appropriate to refer the Client to a Provider located nearer the Client. Matters which are Gateway Work must be referred to the Gateway and you may not commence Legal Help.

10.42 If the Client needs further services but you are not able to provide them yourself under your 2018 Standard Civil Contract, you must (if it is practicable to do so) refer the Client to an organisation that will be able to provide them. If the Client is likely to be financially eligible this should be an organisation holding a 2018 Standard Civil Contract.

*Emergency Representation*

10.43 Exceptionally it may be appropriate for you to grant Emergency Representation to a Client who has contacted you under the Scheme. The fact that advocacy under the Scheme is available is not automatically a ground for refusing Emergency Representation where it would otherwise

be justified but is a relevant consideration for the purposes of the Merits Regulations.

- 10.44 Any grant of Emergency Representation by you must be made in accordance with the Procedure Regulations and does not fall within the scope of this Contract.

#### *Reporting and Auditing*

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

#### *Flexibility*

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

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

- 10.51 You are permitted to provide the services detailed in Paragraph 10.39 in the proceedings set out in Paragraph 10.38, but only when:
- (a) we have provided a written authorisation (in your main Schedule or otherwise) under this Paragraph to do so; and
  - (b) there is no current Scheme operating at that court.
- 10.52 Client eligibility for the Scheme under Paragraph 10.51 is equivalent to that defined in Paragraph 10.36 and unless otherwise stated the rules of the Scheme as set out at Paragraphs 10.18 to 10.50 are applicable. For

the avoidance of doubt Clients who do not meet our usual eligibility criteria may only have services provided as detailed at Paragraph 10.38.

- 10.53 Where you provide services under Paragraph 10.51 you may claim only the fixed fee specified for the Scheme under the Remuneration Regulations. You may not claim any Legal Help Housing or Debt Standard Fee under your 2018 Standard Civil Contract (but Paragraph 10.24 will still apply). No payment will be made for sessions where you see no Clients and no management fee will be paid.
- 10.54 Work carried out under Paragraphs 10.51 to 10.53 above is to be treated as having been provided under the Housing Possession Court Duty Scheme.

**HPCDS Contract Annex B: HPCDS Schedule**

2013 Standard Civil Contract

**Housing Possession Court Duty Scheme (HPCDS) - Exclusive Office Schedule**

**Contract Number**

**Housing Possession Court Duty Scheme:**

**Office Schedule Number<sup>1</sup>:**

**Schedule Amendment Notice Number:**

<b>Name of Provider</b>	
<b>Address of Principal Office</b>	
<b>Address of the Office to which this Schedule Applies</b>	

<b>TABLE 1 – START AND END DATES</b>			
<b>Schedule Start Date</b>		<b>Schedule End Date</b>	

<b>TABLE 2 – COURT(s) and ALLOCATED VOLUME OF ACTS OF ASSISTANCE</b>			
<b>Name of Court(s) to which this Schedule applies:</b>	<b>Allocated Volume of Acts of Assistance</b>	<b>10% buffer</b>	<b>Total acts of assistance</b>

<sup>1</sup> This office schedule is the account through which you must claim for services delivered through this HPCDS schedule.

**TABLE 3 – SCHEDULE PAYMENT LIMIT**

Your Schedule Payment Limit is <sup>2</sup>	£0  (inclusive of VAT where applicable)
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**TABLE 4 – DELEGATION OF THE SERVICE**

You are authorised to delegate provision of the service to Agents for the purposes of delivering the scheme in the court(s) listed in Table 2 under a Rota Arrangement. You must ensure that Advisors who act as your agents are appropriate advisors as defined in paragraph 10.33 of the Category Specific Rules to the Specification i.e. they undertake a minimum 12 hours a week of specialist housing advice.

In using Agents you must follow the rules set out in paragraphs 2.5 and 2.6 of the General Rules to the Specification. As the delegation, will, of necessity be of the entire Matter because the Scheme covers one off advice at Court the conditions in paragraphs 2.6 a) to f) of the General Rules to the Specification must be satisfied. However, for work delivered under this schedule only, we will dis-apply clause 2.6 b of those provisions) (“the Agent works solely or mainly for you.”).

**TABLE 5 – SPECIAL PROVISIONS AND RESTRICTIONS**

This Schedule (and the Contract itself which it forms part of) is dependent on your organisation continuing to hold a 2018 Standard Civil Contract with authorisation to undertake mainstream Housing and Debt Services.

It is a condition of your Contract that you must deliver at all sessions listed for the Scheme(s) included in this Schedule on and after 1 November 2019 which you are ascribed to you under Rota Arrangements notified to you by us from time to time.

This means that for all sessions ascribed to you under those Rota Arrangements, you must cover all sessions that the court lists and provide Housing Possession Court Duty Scheme Services to any Client at court with a Housing problem that requests to see an adviser.

<sup>2</sup> The SPL is based on the total allocated acts of assistance. Your monthly payment will depend on the work you have undertaken in the previous month.



Your organisation must deliver the Housing Possession Court Duty Scheme service in accordance with the award made under your Contract and as committed to in any selection criteria responses given by your organisation in your tender.

**Signed for and on behalf of the Lord Chancellor (electronically or by hand) by:**

**Name of signatory:** ... Jane Harbottle..... **[Print Name]**

**Status of signatory:** ... Chief Executive..... **[Print Status]**

*This schedule is valid only if it is signed by a person authorised by the Lord Chancellor.*

## ANNEX D: HPCDS ITT for Telford

### Section A: Office Location

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

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

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

	<ul style="list-style-type: none"> <li>• Cheshire</li> <li>• North East Wales</li> <li>• Central Wales</li> </ul> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	No – do not meet this requirement (Answer A.5 – A.6 as applicable)
A.4	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	Text
A.5	<p>The HPCDS Contract requires you to hold a 2018 Standard Civil Contract with authorisation to deliver Housing and Debt. If you have not already provided the details of the Office which hold authorisation to deliver Housing and Debt and from which you intend to deliver this service, please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	Text

### Section B: HPCDS Experience

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

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

For the avoidance of doubt, when assessing an Applicant's relevant and recent experience of delivering HPCDS in the past, the LAA will only take into account the Applicant's own experience. That means the experience which has been accrued by the Applicant through its own delivery of HPCDS. It does not include any experience of Key Personnel, employees or other individuals which has been gained whilst delivering HPCDS for any other organisation		
	<b>Question</b>	<b>Options</b>
B.1	Have you had experience of delivering any HPCDS Scheme within the last 3 years (9 September 2016 – 8 September 2019)?	Yes – meet this requirement (Answer B.2)  No – do not meet this requirement (Answer B.3 – B.6 as applicable)
B.2	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text
B.3	Have you had experience of delivering any HPCDS Scheme within the last 5 years (9 September 2014 – 8 September 2019)?	Yes – meet this requirement (Answer B.4)  No – do not meet this requirement (Answer B.5 – B.6 as applicable)
B.4	Please provide: <ul style="list-style-type: none"> <li>• the name HPCDS Scheme(s); and</li> <li>• dates during which you delivered these services</li> </ul>	Text

B.5	Have you had experience of delivering any HPCDS Scheme?	Yes – meet this requirement (Answer B.6)  No – will not meet this requirement
B.6	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text

**Section C: Ability to commence work from 1 November 2019**

The LAA will give preference to those organisations who are able to commence the delivery of HPCDS services in the relevant Scheme from 1 November 2019.

Where no Applicant is able to commence the delivery of HPCDS services in the relevant Scheme from 1 November 2019, preference will be given to Applicants who are able to commence delivering these services as soon after 1 November 2019 as possible

	<b>Question</b>	<b>Options</b>
C.1	Are you able to commence the delivery of HPCDS services in the Telford Scheme from 1 November 2019?	Yes – will meet this requirement  No – will not meet this requirement (Answer C.2 and C.3)
C.2	Where you are unable to commence the delivery of HPCDS services in the Telford Scheme from 1 November 2019 please confirm the date on which you are able to commence the delivery of HPCDS services in this Scheme	Text
C.3	Please set out the reasons why you are not able to commence the delivery of HPCDS services in the Telford Scheme from 1 November 2019.	Text

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

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

### Section E: Tie Break

Where more than 4 Applicants are tied following Stages 1-3 of the tender assessment process outlined in section 6, meaning the LAA is unable to select the four Applicants to be awarded a Contract in a Scheme(s), the LAA will review the date Applicants are able to start delivering the service and preference will be given to the 4 Applicants who are able to start delivering the service closest to 1 November 2019.

If after reviewing the delivery dates 4 Applicants remain tied the LAA will consider the tied Applicants' responses to the three Tie Break questions set out below and award the Contract to the 4 Applicants that achieve the higher scores for the Tie Break.

Higher marks will be awarded to Applicants that currently employ at least one Supervisor with 2 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years.

	<b>Question</b>	<b>Options</b>
E.1i	<p>Please select the answer from the following three options which is applicable to you:</p> <p>A. The Applicant currently employs at least one Full-Time Equivalent Supervisor with 2 years' experience gained with the Applicant of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019?).</p> <p>B. The Applicant currently employs at least one Full-Time Equivalent Supervisor with 1 years' experience gained with the Applicant of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p> <p>C. The Applicant currently employs at least one Full-Time Equivalent Supervisor up to 1 years' experience of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p>	<p>A (4 points) (Answer E.1ii.)</p> <p>B (3 points) (Answer E.1ii)</p> <p>C (1 point) (Answer E.1ii.)</p>
E.1ii	Please provide the name of the Supervisor with the experience outlined in E.1i	Text (Answer E.2)

Higher marks will be awarded to Applicants that currently employ directly at least two Caseworkers (this can include a supervisor) with 2 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years.

	<b>Question</b>	<b>Options</b>
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E.2i	<p>Please select the answer from the following three options which is applicable to you:</p> <p>A. The Applicant currently directly employs at least two Caseworkers gained with the Applicant with 2 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p> <p>B. The Applicant currently directly employs at least two Caseworkers with 1 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p> <p>C. The Applicant currently employs at least two Caseworker with up to 1 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p>	<p>A (4 points) (Answer E.2ii.)</p> <p>B (3 points) (Answer E.2ii)</p> <p>C (1 point) (Answer E.2ii.)</p>
E.2ii	Please provide the names of the two Caseworkers with the experience outlined in E.2i	Text (Answer E.3)

<b>Question E3: Resourcing</b>	<b>Assessment</b>	<b>Points available</b>
<p>Please use the text boxes provided to describe the contingency arrangements you will have in place for dealing with unexpected peaks in demand at court. Your response should include how you will use your staff to react to the following scenarios:</p> <ul style="list-style-type: none"> <li>An increase in the number of Clients requiring assistance during a Session(s). Please refer to the Scheme Guide in</li> </ul>	<p><b>The answer should include:</b></p> <p>Details of the processes the Applicant will follow to adjust resources when there is an increase in demand or staff absences.</p> <p><b>Extra points may be awarded where an Applicant is able to demonstrate:</b></p>	5



<p>Annex A in respect of the anticipated annual volumes for this Scheme.</p> <ul style="list-style-type: none"> <li>• Short-notice absences of Caseworkers and Supervisors who are delivering Contract Work.</li> </ul>	<ul style="list-style-type: none"> <li>• Relevant experience of successfully delivering services that required similar resourcing activities, using staff and/or processes that will be used in delivering the Contract Work</li> <li>• A flexible staffing approach including capacity to effectively meet increases in staffing requirements at short notice</li> </ul>	
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**Section F: Warranties and Declaration**

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

**Declaration**

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements specified at paragraph 2.5 of the HPCDS Invitation To Tender Information For Applicants:

- i. holds a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work; and
- ii. the Applicant will be able and willing to advise on all HPCDS Cases (where no Rota Arrangements apply) listed by a court within that Scheme; and
- iii. the Applicant will have employed, or have a Signed Engagement Agreement to employ, from the date on which they commence the delivery of services, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the HPCDS services; and
- iv. the Applicant will have access to an Authorised Litigator; and
- v. all Caseworkers delivering HPCDS services will:
  - i. be competent and suitably experienced; and
  - ii. routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and

iii. be authorised to advise and represent Clients in relation to housing possession proceedings.

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

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

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

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

## HPCDS ITT for Taunton & Yeovil

### Section A: Office Location

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

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

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

	<ul style="list-style-type: none"> <li>• Dorset</li> <li>• City of Bristol, South Gloucestershire and North Somerset</li> </ul> <p>Please review the Scheme guide published at Annex A of the IFA for further information.</p>	No – do not meet this requirement (Answer A.5 – A.6 as applicable)
A.4	<p>Please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	Text
A.5	<p>The HPCDS Contract requires you to hold a 2018 Standard Civil Contract with authorisation to deliver Housing and Debt. If you have not already provided the details of the Office which hold authorisation to deliver Housing and Debt and from which you intend to deliver this service, please provide the:</p> <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA account number</li> </ul> <p>for this Office</p>	Text

### Section B: HPCDS Experience

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

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

For the avoidance of doubt, when assessing an Applicant's relevant and recent experience of delivering HPCDS in the past, the LAA will only take into account the Applicant's own experience. That means the experience which has been accrued by the Applicant through its own delivery of HPCDS. It does not include any experience of Key Personnel, employees or other individuals which has been gained whilst delivering HPCDS for any other organisation		
	<b>Question</b>	<b>Options</b>
B.1	Have you had experience of delivering any HPCDS Scheme within the last 3 years (9 September 2016 – 8 September 2019)?	Yes – meet this requirement (Answer B.2)  No – do not meet this requirement (Answer B.3 – B.6 as applicable)
B.2	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text
B.3	Have you had experience of delivering any HPCDS Scheme within the last 5 years (9 September 2014 – 8 September 2019)?	Yes – meet this requirement (Answer B.4)  No – do not meet this requirement (Answer B.5 – B.6 as applicable)
B.4	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text

B.5	Have you had experience of delivering any HPCDS Scheme?	Yes – meet this requirement (Answer B.6)  No – will not meet this requirement
B.6	Please provide: <ul style="list-style-type: none"> <li>the name HPCDS Scheme(s); and</li> <li>dates during which you delivered these services</li> </ul>	Text

**Section C: Ability to commence work from 1 November 2019**

The LAA will give preference to those organisations who are able to commence the delivery of HPCDS services in the relevant Scheme from 1 November 2019.

Where no Applicant is able to commence the delivery of HPCDS services in the relevant Scheme from 1 November 2019, preference will be given to Applicants who are able to commence delivering these services as soon after 1 November 2019 as possible

	<b>Question</b>	<b>Options</b>
C.1	Are you able to commence the delivery of HPCDS services in the Taunton & Yeovil Scheme from 1 November 2019?	Yes – will meet this requirement  No – will not meet this requirement (Answer C.2 and C.3)
C.2	Where you are unable to commence the delivery of HPCDS services in the Taunton & Yeovil Scheme from 1 November 2019 please confirm the date on which you are able to commence the delivery of HPCDS services in this Scheme	Text
C.3	Please set out the reasons why you are not able to commence the delivery of HPCDS services in the Taunton & Yeovil Scheme from 1 November 2019.	Text

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

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

**Section E: Tie Break**

Where more than 4 Applicants are tied following Stages 1-3 of the tender assessment process outlined in section 6, meaning the LAA is unable to select the four Applicants to be awarded a Contract in a Scheme(s), the LAA will review the date Applicants are able to start delivering the service and preference will be given to the 4 Applicants who are able to start delivering the service closest to 1 November 2019.

If after reviewing the delivery dates 4 Applicants remain tied the LAA will consider the tied Applicants' responses to the three Tie Break questions set out below and award the Contract to the 4 Applicants that achieve the higher scores for the Tie Break.

Higher marks will be awarded to Applicants that currently employ at least one Supervisor with 2 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years.
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	Question	Options
E.1i	<p>Please select the answer from the following three options which is applicable to you:</p> <p>B. The Applicant currently employs at least one Full-Time Equivalent Supervisor with 2 years' experience gained with the Applicant of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p> <p>B. The Applicant currently employs at least one Full-Time Equivalent Supervisor with 1 years' experience gained with the Applicant of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p> <p>C. The Applicant currently employs at least one Full-Time Equivalent Supervisor up to 1 years' experience of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p>	<p>A (4 points) (Answer E.1ii.)</p> <p>B (3 points) (Answer E.1ii)</p> <p>C (1 point) (Answer E.1ii.)</p>
E.1ii	Please provide the name of the Supervisor with the experience outlined in E.1i	Text (Answer E.2)

Higher marks will be awarded to Applicants that currently employ directly at least two Caseworkers (this can include a supervisor) with 2 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years.

	Question	Options
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E.2i	<p>Please select the answer from the following three options which is applicable to you:</p> <p>A. The Applicant currently directly employs at least two Caseworkers gained with the Applicant with 2 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p> <p>B. The Applicant currently directly employs at least two Caseworkers with 1 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p> <p>C. The Applicant currently employs at least two Caseworker with up to 1 years' experience, gained with the Applicant, of delivering Housing Possession Court Duty Schemes within the last 3 years (9 September 2016 – 8 September 2019)?</p>	<p>A (4 points) (Answer E.2ii.)</p> <p>B (3 points) (Answer E.2ii)</p> <p>C (1 point) (Answer E.2ii.)</p>
E.2ii	Please provide the names of the two Caseworkers with the experience outlined in E.2i	Text (Answer E.3)

Question E3: Resourcing	Assessment	Points available
<p>Please use the text boxes provided to describe the contingency arrangements you will have in place for dealing with unexpected peaks in demand at court. Your response should include how you will use your staff to react to the following scenarios:</p> <ul style="list-style-type: none"> <li>An increase in the number of Clients requiring assistance during a Session(s). Please refer to the Scheme Guide in</li> </ul>	<p><b>The answer should include:</b></p> <p>Details of the processes the Applicant will follow to adjust resources when there is an increase in demand or staff absences.</p> <p><b>Extra points may be awarded where an Applicant is able to demonstrate:</b></p>	5

<p>Annex A in respect of the anticipated annual volumes for this Scheme.</p> <ul style="list-style-type: none"> <li>• Short-notice absences of Caseworkers and Supervisors who are delivering Contract Work.</li> </ul>	<ul style="list-style-type: none"> <li>• Relevant experience of successfully delivering services that required similar resourcing activities, using staff and/or processes that will be used in delivering the Contract Work</li> <li>• A flexible staffing approach including capacity to effectively meet increases in staffing requirements at short notice</li> </ul>	
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## Section F: Warranties and Declaration

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

### Declaration

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements specified at paragraph 2.5 of the HPCDS Invitation To Tender Information For Applicants:

- i. holds a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work; and
- ii. the Applicant will be able and willing to advise on all HPCDS Cases (where no Rota Arrangements apply) listed by a court within that Scheme; and
- iii. the Applicant will have employed, or have a Signed Engagement Agreement to employ, from the date on which they commence the delivery of services, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the HPCDS services; and
- iv. the Applicant will have access to an Authorised Litigator; and
- v. all Caseworkers delivering HPCDS services will:
  - iv. be competent and suitably experienced; and

- v. routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and
- vi. be authorised to advise and represent Clients in relation to housing possession proceedings.

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

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

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

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

		iv) Key Personnel
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## ANNEX E: HOUSING AND DEBT PROCUREMENT AREAS

This Annex provides details of the Housing and Debt Procurement Areas being tendered for in this procurement process.

Applicants should check that they tender in the correct Procurement Area for their Office(s). To do this, Applicants must enter the postcode for their Office (or intended Office) into the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>.

Below is a list of Procurement Areas for the purposes of the Housing and Debt ITT.

<b>LAA Region</b>	<b>Housing and Debt Procurement Area</b>	<b>Local Authorities included in the Procurement Area</b>
<b>Bristol</b>	Somerset	Bath and North East Somerset Council Somerset County Council
<b>Birmingham</b>	Shropshire	Shropshire Council Telford & Wrekin Council

## ANNEX F: HOUSING AND DEBT ITT Questions and Assessment

The questions below are replicated in each Housing and Debt ITT contained in the e-Tendering system. Applicants must respond to the Housing and Debt ITT(s) for each Procurement Area they wish to tender in.

### Section A – Bid details

	Question	Response Type
Note	<b>Applicants tendering to deliver Housing and Debt Contract Work under a Face to Face Contract must submit a response to the Selection Questionnaire for this procurement process (available at ITT 642) in addition to this Housing and Debt ITT.</b>	
Note	<b>Where an Applicant wishes to tender to deliver Contract Work from more than 1 Office, it must contact the LAA in accordance with paragraph 4.31 of the IFA.</b>	
A.1.i	Will the Applicant deliver the Housing and Debt Contract Work from an Office in the Procurement Area which meets the definition of a Permanent Presence?	Yes (answer A.1.ii) No (answer A.1.v)
A.1.ii	If the Applicant knows the address for their Office please enter the Office address (excluding postcode).  Where you do not yet know the address for this Office please enter 'N/A'.	Free text
A.1.iii	If the Applicant knows the postcode for their Office please enter the Office postcode.  Where you do not yet know the postcode for this Office please enter 'N/A'.	Free text
A.1.iv	If the Applicant currently delivers legal aid contract work from their Office please enter the LAA Account Number for this Office.  LAA Account Numbers are alphanumeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation.  Where you do not currently have a LAA Account Number for this Office please enter 'N/A'.	Free text

A.1.v	Will the Applicant deliver the Housing and Debt Contract Work from an Office in the Procurement Area which meets the definition of a Part-Time Presence?	Yes (answer A.1.vi) No (answer A.1.x)
A.1.vi	If the applicant knows the address of the Office from which they will deliver the Services please enter the Office address (excluding postcode)  Where you do not yet know the address please enter 'N/A'	Free text
A.1.vii	If the Applicant know the postcode for the Office from which they will deliver the Services please enter the Office postcode.  Where you do not yet know the postcode please enter 'N/A'	Free text
A.1.viii	Please confirm the opening hours and days services will be provided for the Office which meets the Part Time Presence requirements	Free text
A.1.ix	Please confirm the Applicant's plan for delivering the Services, including the names and positions of the members of staff who will be delivering the Service, and how the Applicant will ensure effective Supervision	Free text
A.1.x	Where the Applicant is unable to meet either the Permanent Presence or Part Time Presence requirements, it must deliver Housing and Debt Contract Work as Outreach Services.  If the Applicant knows the address from which they will deliver Outreach Services within the Procurement Area please enter the address(es) and Postcode(s).  Where you do not yet know the address and/or postcode please enter 'N/A'	Free text
A.1.xi	Please confirm the times, days of the week and the frequency on which Outreach Services will be provided in the Procurement Area	Free text

A.1.xii	Please confirm the Applicant's plan for delivering the Services, including the names and positions of the members of staff who will be delivering the Service, and how the Applicant will ensure effective Supervision	Free text
A.2.i	Please confirm the Lot corresponding to the volume of Housing Matter Starts the Applicant wishes to deliver from this Office/Outreach Services location.	Options List Lot 1 – 100 Matter Starts Lot 2 – 250 Matter Starts
A.3.i	Are you able to commence the delivery of services on 1 November 2019	Options List Yes No (Answer A.3.ii)
A.3.ii	Where you are not able to commence the delivery of services on 1 November 2019, please state on which you will be able to commence the delivery of services	Free Text

**Section B – Verification information**

<b>Note</b>	<b>In accordance with paragraph 8.2 of the IFA, Applicants have the opportunity to submit their verification information with their ITT Response(s). Otherwise successful Applicants must submit verification information by the final verification deadline set out in an Applicant's contract award notification letter.</b>	
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	<b>Question</b>	<b>Response Type</b>
B.1.i	Does the Applicant wish to provide compliant verification information as part of its ITT Response?  Please note, an Applicant answering 'Yes' to question B.1.i will be required to provide all the information required to verify its ITT Response.	Yes (answer B.1.ii – B.1.vii)  No
B.1.ii	Please provide Applicant organisation's SRA or BSB number or its CILEx Regulation ID  Where, in accordance with paragraph 2.21 of the IFA, transitional provisions apply to an Applicant, please confirm this here	Free text
B.1.iii	Please provide the Applicant's Lexcel Certificate or SQM Certificate, valid at 1 November 2019	Attachment
B.1.iv	The Applicant must employ at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law.  Please provide at least one compliant Supervisor Declaration Form for each Supervisor in the Housing & Debt Category of Law.  As set out at paragraph 2.26 of the Face to Face Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each  The Supervisor Declaration Form template is available to download from: <a href="https://www.gov.uk/government/publications/standard-civil-contract-2018">https://www.gov.uk/government/publications/standard-civil-contract-2018</a> .	Attachment
B.1.v	Please provide the Authorised Litigator's name and roll number	Free text
B.1.vi	Has the Applicant made an Individual Bid for Lot 2 in the Housing & Debt Category of Law?	Yes (answer B.1.vii)  No

B.1.vii	<p>The Applicant must employ an Authorised Litigator with experience of delivering Housing cases who is based and regularly working at the Office/Outreach Services location related to the Individual Bid on at least a PTE basis.</p> <p>Please provide the name and roll number for the for the individual(s) that comprise the PTE Authorised Litigator at each Office/Outreach Services location.</p>	Free text
Note	<p>Applicants are not required to provide evidence of their Office as part of this 'Verification information' section of questions. However, Applicants must provide their Office address and postcode by no later than the date stated in the Applicant's contract award notification letter.</p>	

### Section C – Warranties and Declaration

By completing and submitting this Housing and Debt ITT Response, the Applicant confirms that it will meet the following requirements by the Contract Start Date to be awarded a Face to Face Contract and confirms it will evidence that it meets these requirements by the Contract Start Date:

- Will 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 Face to Face Contract must have all necessary licences and authorisations to conduct Contract Work by the Contract Start Date; and
- Will hold a relevant Quality Standard; and
- Will employ at least one Full Time Equivalent (FTE) Supervisor who meets the Housing and Debt Supervisor Standard and who will actively supervise the Housing and Debt Contract Work tendered for; and
- Will meet the one FTE Supervisor: four FTE caseworkers ratio at each Office from which it is tendering to deliver Housing and Debt Contract Work; and
- Each Office will either:
  - i. be a Permanent Presence in the Procurement Area in which it is tendering to deliver Housing and Debt Contract Work; or
  - ii. be a Part Time Presence in the Procurement Area in which it is tendering to deliver Housing and Debt Contract Work; or

iii. where the Applicant will not have an Office which meets either the Permanent or Part Time Presence requirements, it will deliver Outreach Services in the Procurement Area; and

- Will employ at least one PTE Authorised Litigator with experience of delivering Housing and Debt cases, who will be available to each of its Offices/Outreach Services locations to deliver Licensed Work; and
- Where tendering for Lot 2 in the Housing Category, will employ a PTE Authorised Litigator with experience of delivering Housing and Debt cases who is based and regularly working at the Office/Outreach Services location related to the Individual Bid for at least 17.5 hours each week.

By completing and submitting this Housing and Debt ITT Response I give my undertaking that I am either:

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

and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this ITT Response are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a Face to Face Contract for Contract Work in the Housing and Debt Categories of Law. I understand that the LAA may conduct verification checks and may reject this ITT Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. I understand the LAA will verify my Tender and I will be required to evidence the information and warranties in the Applicant's Tender, including in this ITT Response, by the date stated in the Applicant's contract ward notification letter.

C.1	Name of individual making declaration on behalf of the Applicant	Free text
C.2	Status within the Applicant organisation	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel

## **ANNEX G: INFORMATION THE LAA WILL REQUEST TO VERIFY APPLICANTS' SUCCESSFUL HOUSING AND DEBT TENDERS**

Applicants should note that the LAA may seek evidence of employment where the same individual is named by different Applicants. This is to determine that the conditions of tender and the Contract are met. For example, if two Applicants were reliant on the same FTE Supervisor to meet the Tender requirements the LAA may seek evidence of the basis upon which each individual organisation employs this individual. The LAA reserves the right to request this evidence during verification and after the Contract Start Date.

An Applicant which is notified of our intention to award them a Face to Face Contract to conduct Contract Work in the Housing and Debt Categories of Law and where must be able to demonstrate it meets the following minimum Face to Face Contract requirements by the Contract Start Date:

<b>Verification which will be requested from all Applicants who are successful in tendering to deliver Housing and Debt Contract Work</b>	
<b>What the LAA will verify</b>	<b>What evidence will be required</b>
The Applicant holds appropriate authorisation to deliver legal services from a Relevant Professional Body  See paragraph 2.15 for further information	Confirmation of the Applicant's SRA or BSB number or CILEx Regulation ID  Where, in accordance with paragraph 2.20, transitional provisions apply to an Applicant, they must confirm this in their verification response
The Applicant holds a valid Quality Standard  See paragraph 2.11 – 2.19 for further information on Quality Standards	Lexcel Certificate or SQM Certificate, valid at 1 November 2019.  Where the Applicant has passed the desktop SQM audit only, a copy of the relevant letter of confirmation must be provided
The Applicant employs at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law	At least one compliant Supervisor Declaration Form for each Supervisor in the Housing and Debt Categories of Law.  As set out at paragraph 2.26 of the Face to Face Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each
The Applicant meets the one FTE Supervisor: four FTE caseworkers ratio at each Office delivering Housing and Debt Contract Work under the Face to Face Contract	A LAA Contract Management visit will be conducted to confirm compliance within six months of the Contract Start Date
Each Office/Outreach Services location from which the Applicant is applying to conduct Contract Work is in the relevant Procurement Area	Full address including postcode for the Office and, if applicable, the Office's current LAA account number
The Applicant employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt cases	Authorised Litigator name and roll number
<b>Verification which will be requested from Applicants' successful Housing Individual Bids for Lot 2</b>	
<b>What the LAA will verify</b>	<b>What evidence will be required</b>

The Applicant employs an Authorised Litigator with experience of delivering Housing cases who is based and regularly working at the Office related to the Individual Bid on at least a PTE basis.	The name and roll number for the for the individual(s) that comprise the PTE Authorised Litigator at each Office
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## ANNEX H: GLOSSARY OF DEFINED TERMS

Term	Description
2018 Contract	As defined in the SQ
AC1 form	The form that must be used for an Applicant to apply for a LAA account number for an Office. The AC1 form is available from: <a href="https://www.gov.uk/guidance/update-your-details-with-laa">https://www.gov.uk/guidance/update-your-details-with-laa</a>
Act of Assistance	An occasion on which a Provider delivers Contract Work to a Client in accordance with the requirements of the Specification and the HPCDS Contract
Agent	An individual or organisation (other than counsel) engaged by you to undertake Contract Work in accordance with the provisions of the HPCDS Contract
Applicant	A single legal entity (including an individual) Tendering to deliver the advertised services.
Authorised Litigator	An individual who conducts litigation services as an authorised person in accordance with the Legal Services Act 2007
Bar Standards Board/BSB	Bar Standards Board; a Relevant Professional Body
Case	An Act of Assistance carried out by a Provider on behalf of a Client under the Scheme.
Caseworker	An individual who is employed by the Applicant and who must be <ul style="list-style-type: none"> <li>- be competent and suitably experienced; and</li> <li>- routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and</li> <li>- be authorised to advise and represent Clients in relation to housing possession proceedings.</li> </ul>
Category, Categories or Categories of Law	The category or categories of law, which are publicly funded legal services being tendered for and listed in this IFA, the definitions of which are set out in the Category Definitions 2018
Category Definitions 2018	The document published on the LAA's website that outlines the Categories of Work that apply to this Specification, which is incorporated into this Contract.
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Civil Contract	The 2018 Standard Civil Contract
Client	An individual whom the Legal Aid Agency Director (or a person authorised by the Director) or the court has determined qualifies for the receipt of Contract Work
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA.

Contract Documents	The documents listed at paragraph 1.14 of the IFA in relation to the HPCDS Contract and paragraph 1.34 of the IFA in relation to the Face to Face Contract..
Contract for Signature	The document of that name issued by the LAA and signed by the LAA and the Applicant in relation to this HPCDS Contract and Face to Face Contract.
Contract Management	A department within the LAA, responsible for managing relationships with Providers and their performance under the contract.
Contract Manager	An individual employed with LAA's Contract Management department with responsibility for managing relationships with Providers.
Contact Period	Has the meaning given in the Contract for Signature
Contract Specification	Services that may be performed for clients as specified in the Schedule(s) and the Specification under or by virtue of the Civil Contracts covered by this procurement process.
Contract Start Date	The date from which the Provider must deliver the HPCDS Contract Work and or Face to Face Contract Work, being 1 November 2019
Contract Work	As defined in Section 1 of the Contract Specification and regulation 2 of the Procedure Regulations
Controlled Work	As defined in Section 1 of the Contract Specification and regulation 2 of the Procedure Regulations
Controlled Work and Administration ("CWA")	A digital billing service that contains all Providers' contracts and schedules
Court	One or more courts as specified in your Schedule or where applicable, any additional venue(s) that we and/or Her Majesty's Courts and Tribunals Service (HMCTS) may specify from time to time, which hears Acts of Assistance covered by the Scheme and which you are required to attend in order to provide Acts of Assistance in accordance with the requirements of the Contract.
Crown Copyright	As defined under section 163 of the Copyright, Designs and Patents Act 1988
Data Protection Laws	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time
Data Subject	As defined in the GDPR
Deadline	The deadline to submit a Tender under this process which is 9am, 7 October 2019.
Designated Signatories	The user 'role' within CWA system which is able to accept, reject or query contract offers
Disclosure and Barring Services	The Government's Disclosure and Barring Services responsible for processing requests for criminal records checks (DBS checks)
e-Tendering system	The LAA's secure internet site at <a href="http://www.legalaid.bravosolution.co.uk">www.legalaid.bravosolution.co.uk</a> through which Tenders and the procurement process as a whole are managed.
Exclusive Schedule	The document of that name incorporated within a HPCDS Contract which includes an authority for a Provider to perform Contract Work in a Scheme.
Executive Agency	A body tasked with carrying out executive functions within government



Face to Face Contract	The 2018 Standard Civil Contract
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'.
Full Time Equivalent (FTE)	<p>The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example the following working pattern would represent on Full Time Equivalent:</p> <ul style="list-style-type: none"> <li>- Person A – 20 hours per week</li> <li>- Person B - 10 hours per week</li> <li>- Person C – 5 hours per week</li> </ul> <p>One FTE is based on a 35 hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week</p>
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)
HMCTS	Her Majesty's Court and Tribunal Service
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Housing and Debt	As set out in the 'Category Definitions 2018' guide published on our website
Housing and Debt Contract Work	Services to be delivered under a legal aid contract in accordance with the requirements of the Contract
Housing Possession Court Duty Scheme, or Scheme, or HPCDS, or HPCDS services	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract.
HPCDS Contract	The agreement between a Provider and the LAA known as the 2013 Housing Possession Court Duty Scheme Contract, as amended, which consists of the Contract Documents and which will be awarded to successful Applicant under this procurement process.
HPCDS Contract Work	HPCDS contract work undertaken in accordance with the 2013 Standard Civil Contract (as amended).
Individual Bid	A bid for HPCDS Contract Work in a particular Scheme Area or Housing and Debt Contract Work in a particular Procurement Area.
Information for Applicants ("IFA")	This Information for Applicants document (in its entirety)
HPCDS Invitation to Tender (HPCDS ITT)	The Scheme ITTs for the HPCDS Contract.
Housing and Debt Invitation to Tender (Housing and Debt ITT)	The ITT for the Housing and Debt Face to Face Contract.
ITT Response	An Applicant's response to an ITT as part of this procurement process
Key Personnel	Any individual who has, or is held out as having either expressly or impliedly, or exercises, (or will have, be held out as having or exercising by the Contract Start Date) powers of representation, decision, veto, influence or control in relation to an Applicant including partners, directors, trustees and other senior managers and employees of the Applicant.

	Where a trust or company would satisfy the above in relation to an Applicant, any individual who has the right to exercise significant influence or control over the activities of that trust or company.
LAA Account Number	The unique reference assigned to each provider Office from which legal aid work is undertaken
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice that from 1 April 2013 has been responsible for the administration of legal aid (including this procurement process)
Legal Competence Standards	As detailed in the relevant Category Specification
Lexcel Practice Management standard ("Lexcel")	The Law Society's legal practice quality mark, which is a relevant Quality Standard
Lexcel Certificate	Certification evidencing that an entity holds the Lexcel Quality Standard
Licensed Work	Has the meaning given in regulation 2 of the Procedure Regulation.  Generally covers legal representation. There is no limit to the volume of Licensed Work a provider can undertake. However, funding applications need to be submitted to the LAA for each Licensed Work case and the LAA decides whether the relevant criteria are met.
Lot	A band into which an Applicants must categorised each of its Individual Bids for Housing and Debt and which will inform the allocation of work.
Matter Start	A Controlled Work case as defined at Section 1 of the Face to Face Contract Specification and Section 1 of the HPCDS Contract Specification
Minimum Requirements	The requirements set out in paragraph 2.9 of the IFA
Minister	A member of the House of commons or House of Lords who is chosen by the Prime Minister to be responsible for the actions of their departments
Miscellaneous	Publicly funded face to face advice and representation to clients in the Miscellaneous Category of Law as defined in the Category Definitions 2018 document
Offer Letter	The document which contains the term of the contract. Where a HPCDS contract is being awarded this will include amendments to 2013 Standard Civil Contract and changes the contract period and order of precedence of contract docs and provides the mechanism for execution of the Contract.
Office	As defined at paragraph 2.32 of the 2018 Standard Civil Contract General Specification
Permanent Presence	As defined at 2.33 - 2.34 of the 2018 Standard Civil Contract Specification
Pre QM	An on site audit to assess an organisation's application to be granted the SQM Quality Standard where the entity is applying for the SQM Quality Standard for the first time
Personal Data	As defined in the GDPR

Processing	As defined in the GDPR
Processor	As defined in the GDPR
Procurement Area	A geographical area in which the LAA will procure Housing and Debt Contract Work
Provider	A party to a contract with the LAA in respect of the provision of Legal Aid.
Quality Standard	The LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard (Lexcel).
Recognising Excellence Limited	The body which, since 1 April 2017 has been the SQM Audit Provider
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.  For the avoidance of doubt this includes any relevant approved regulator for the purposes of the Legal Services Act 2007
Remuneration Regulations	The Civil Legal Aid (Remuneration) Regulations 2013
Response	An Applicant's response to an ITT as part of this procurement process
Roll Number	The number or SRA ID given to all solicitors admitted by the Law Society of England and Wales
Schedule	A Contract document issued by the LAA as specified in the 2018 Standard Civil Contract
Scheme	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract
Security Requirements	The requirements regarding security of the Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2))
Selection Questionnaire or SQ	The Selection Questionnaire for 2018 Contracts.
Session	A distinct 'morning' or afternoon' session scheduled by the applicable Court in order to hear cases covered by the Scheme
Signed Engagement Agreement	A legally binding written agreement between and executed by an individual and an Applicant confirming that the individual will be employed or otherwise engaged as required by the terms of the HPCDS Contract by the Applicant from 1 March 2019, or the date provided in answer to question C.2 of the Applicant's ITT Response as the date it can commence delivering HPCDS services. The terms "written agreement," as used in this IFA, and "formalised agreement," as used in the Specification, bear the same meaning.
Solicitors Regulation Authority or SRA	Solicitors Regulation Authority; a Relevant Professional Body
Specification	The 2013 Standard Civil Contract Specification, as amended, which sets out the nature of the Contract Work to be delivered.
SQ Response	An Applicant's response to the SQ as part of this procurement process
SQM Audit Provider	The SQM Delivery Partnership or Recognising Excellence Limited

SQM Certificate	Certification issued by the SQM Audit Provider evidencing that an entity holds the SQM Quality Standard
SQM Delivery Partnership	The body which, prior to 1 April 2017 was the SQM Audit Provider
Standard Terms	The contractual document which governs the commercial relationship between the Legal Aid Agency and providers
Supervisor	Any person employed by the Applicant who meets the Supervisor Standard set out in the Specification, and who will be actively supervising the Contract Work tendered for
Supervisor Declaration Form	A form setting out how the Applicant's Supervisor(s) meets the Supervisor Standard in the relevant Category of Law. Forms are available to download from <a href="https://www.gov.uk/government/publications/standard-civil-contract-2018">https://www.gov.uk/government/publications/standard-civil-contract-2018</a> .
Supervisor Standard	The required supervision experience, Category-specific case experience and Category-specific case involvement that any Supervisor must meet and which is evidenced via the Supervisor Declaration Form.
Supplementary Matter Starts	As defined at Section 1 of the General Specification
Tender	An Applicant's complete response to this procurement process. This must consist of an SQ Response and at least one HPCDS ITT Response and/or at least one Housing and Debt ITT Response.
Tie Break	Method that will be used to distinguish between bids in the event that more than 4 bids are tied following the assessment process.