

**Procurement of Housing and Debt Services in England and Wales from 1
December 2020
Invitation To Tender Information for Applicants**

Introduction

The Legal Aid Agency (“LAA”) has identified the need to identify new Housing and Debt Services providers in specific Housing and Debt Procurement Areas. Accordingly, it is inviting Applicants to submit a Tender to deliver services in:

Bury
Calderdale
City of Kingston upon Hull
Dorset
Doncaster
East Riding of Yorkshire
Hartlepool
Leicestershire and Rutland
North Hertfordshire
Shropshire
Somerset
South Tyneside
Warrington and Halton
Wigan
Wirral

The LAA is seeking to award Housing and Debt Contracts in these Procurement Areas to Applicants who fall within either of the following two circumstances:

Route One

Applicants who already hold a 2018 Standard Civil Contract and meet the full minimum requirements to hold authorisation in the Housing and Debt Category of Law, including employing a Full Time Equivalent (FTE) Supervisor who meets the Housing and Debt Supervisor Standard.

These Applicants will be able to bid for larger volumes of Contract Work under this procurement process and will be able to utilise the Supplementary Matter Start provisions of the 2018 Standard Civil Contract.

Route Two

Applicants who wish to develop their capability in Housing and Debt Contract Work but do not employ a Full Time Equivalent (FTE) Supervisor who meets the Housing and Debt Supervisor Standard in full may bid to deliver Housing and Debt Contract Work if they already deliver Contract Work in the **Family, Community Care or Mental Health** Categories of Law.

To facilitate this, the LAA will vary some of the supervision requirements to enable current Full Time Equivalent Supervisors in either the **Family, Community Care or Mental Health** Categories of Law to also Supervise Housing and Debt Contract Work awarded under this procurement process. These Categories require providers to employ an FTE Supervisor and to maintain quality within both the current category of work and Housing and Debt, a full time equivalent supervisor must be available.

Applicants bidding to deliver these contracts under Route Two will not be required to employ a separate Full Time Equivalent Supervisor in the Housing and Debt Categories of Law.

In addition, the LAA has created the Exceptional Circumstances Supervisor Standard in the Housing and Debt Categories, with the aim of enabling individuals to develop their experience and work towards meeting the supervisor requirements in full.

Individuals who seek to supervise both Housing and Debt Contract Work and Contract Work in either the Family, Community Care or Mental Health Categories of Law may supervise no more than four caseworkers in total across Housing and Debt and their other Category of Law.

These Applicants will only be able to bid for smaller volumes of Contract Work under this procurement process and the Supplementary Matter Start provisions of the 2018 Standard Civil Contract will be disapplied, except in circumstances where Applicants go on to employ a Housing and Debt Supervisor who is employed for at least 17.5 hours per week in that Category of Law.

The Deadline for submitting Tenders is 5pm on 22 October 2020 (“Deadline”)

All Applicants wishing to deliver Housing and Debt Contract Work under a 2018 Standard Civil Contract must submit a Tender which consists of an Individual Bid(s) to deliver Contract Work in one or more of the Procurement Areas covered by this procurement process.

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

Before submitting their Tender, Applicants must read this IFA and all supplementary information provided, such as Frequently Asked Questions (“FAQs”) in their entirety. Applicants are also strongly advised to read 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. Annex D sets out the variations that will be made to the contract awarded through this procurement process.

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 E or in the 2018 Standard Civil Contract which is available alongside this IFA. Where the context requires it, 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.

Activity	Timescale
Procurement process opens	22 September 2020
Deadline for questions about this IFA	23:59 7 October 2020
‘Frequently Asked Questions’ document published (if required)	Week beginning 12 October 2020
Deadline for submission of Tenders	5pm 22 October 2020
Outcome of Tenders notified to Applicants	Week beginning 2 November
Final deadline for submitting verification information (where Applicant does not submit verification information with their Tender)	23:59 15 November 2020
Contract Start Date	1 December 2020

Applicants will have the opportunity to submit their verification information with their Tender, however, successful Applicants must provide all compliant verification information by the final verification deadline of 23:59 on 15 November 2020. If an

Applicant completes the verification process they will be able to deliver Contract Work awarded through this procurement process from 1 December 2020.

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SECTION 1: OVERVIEW

About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is **5pm on 22 October 2020**. 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.
- 1.3 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 December 2020 in the following Procurement Areas:
 - Bury
 - Calderdale
 - City of Kingston upon Hull
 - Dorset
 - Doncaster
 - East Riding of Yorkshire
 - Hartlepool
 - Leicestershire and Rutland
 - North Hertfordshire
 - Shropshire
 - Somerset
 - South Tyneside
 - Warrington & Halton
 - Wigan
 - Wirral
- 1.4 Applicants should refer to the Category Definitions 2018 for detail on the scope of work included in the Housing and Debt Categories of Law.
- 1.5 There is no limit to the number of Contracts that may be awarded. Applicants that meet the LAA's minimum Category-specific requirements set out in this IFA will be awarded a Face to Face Contract.

Who can bid?

- 1.6 Depending on which route Applicants chose to bid under, either:

Route One: Any organisation who holds a 2018 Standard Civil Contract and who is able to meet the full requirements set out in the Civil Contract Category Specific Rules Housing and Debt (Section 10) (May 2020), which includes

employing a Full Time Equivalent (FTE) Supervisor who meets the full Housing and Debt Supervisor Standard.

Route Two: Any organisation that currently holds authorisation under the 2018 Standard Civil Contract to deliver Family, Community Care or Mental Health Contract Work who is unable to meet the Supervisor Standards set out in the Civil Contract Category Specific Rules Housing and Debt (Section 10) (May 2020) but is able to meet the Exceptional Circumstances Housing and Debt Supervisor Standard.

- 1.7 Applicants bidding to deliver these Contracts through Route Two will not be required to employ a separate Full Time Equivalent Supervisor in the Housing and Debt Categories of Law and will be able to nominate a Supervisor already employed by the organisation and who currently meets the relevant Supervisor Standard in either Family, Community Care or Mental Health to also supervise Housing and Debt Contract Work.
- 1.9 Applicants who do not meet the Housing and Debt Supervisor Standard requirements in full will need to meet the Exceptional Circumstances Supervisor requirements which will be in place for the duration of this Contract.
- 1.10 The Exceptional Circumstances Supervisor Standard requirements will be in place for the duration of this Contract to give Applicants the opportunity to develop their experience and work towards meeting the full supervisor requirements.
- 1.11 Individuals who seek to supervise both Housing and Debt Contract Work and Contract Work in either the Family, Community Care or Mental Health Categories of Law may supervise no more than four caseworkers in total across the two Categories.
- 1.12 The LAA will not accept subcontracting or consortia arrangements.

About the Housing and Debt Face to Face Contract

- 1.13 The Face to Face Contract will start on 1 December 2020 (the “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).
- 1.14 Each Face to Face Contract consists of and is formed by the following parts:
 - Contract for Signature;
 - 2018 Standard Terms (applicable to all contracts irrespective of the specific services to be provided);
 - Specification (governs how work must be delivered and includes the key performance indicators that Providers must meet. There are two parts to the Specification – the General Specification which applies to all services under the Face to Face Contract, except Family Mediation, and

the Category Specific Specifications which apply to individual Categories);

- Schedules (set out the Categories of Law a Provider is authorised to undertake work in, the volume of work and any bespoke terms relevant to the delivery of Services at a particular Office location); and
- Category Definitions (set out the scope of work permitted in each Category of Law).

- 1.15 Where Applicants successfully bid for and verify Individual Bids through Route Two, the Housing and Debt Specification will be amended and new rules setting out the revised supervision requirements will be contained in the Special Provisions of the Contract Schedule awarded to successful Applicants, as set out at Annex D.
- 1.16 Face to Face Contract documentation, is available on the LAA's website: <https://www.gov.uk/government/publications/standard-civil-contract-2018>.
- 1.17 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 do not already have a Schedule, a new Schedule for that Office will be added to their 2018 Standard Civil Contract.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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 2018 Standard Civil Contract.

Payment

- 1.22 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

- 1.23 Contract Work is delivered at individual Offices. An Applicant must detail in its Tender 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 Tender 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.
- 1.24 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 to their bid(s) see 1.26 – 1.33 below in the Housing and Debt Categories of Law, subject to completing verification.
- 1.25 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 23:59 15 November 2020 before the Contract Start Date.

Lots

- 1.26 Lots will apply to the Housing and Debt Categories of Law. Applicants must tender for a volume of Matter Starts for each Individual Bid.
- 1.27 Applicants bidding through Route One can choose to bid for either Lot 1 or Lot 2. Applicants bidding through Route Two are eligible to bid for Lot 1 only. The Matter Start allocations for each Lot are outlined below:

Lot	Open to Applicants through	Matter Start value (Matter Starts awarded to a successful Individual Bid)
1	Route One Route Two	50
2	Route One only	100

- 1.28 Applicants are not required to stipulate a specific number of Matter Starts as part of their Tender. Rather, Applicants bidding through Route One must choose the ‘Lot’ that corresponds with the volume they expect to be capable of delivering. As Applicants bidding through Route Two are eligible to bid for Lot 1 only, they should select Lot 1 in their bid. A successful Applicant will be authorised to deliver up to the volume of Matter Starts associated with the Lot in which it bids, subject meeting the requirements and completing verification.

- 1.29 Applicants must meet the Route One requirements in order to successfully bid for Lot 2. Therefore, where an Applicant is unable to evidence that they meet the requirements of Route One, the relevant Individual Bid will be reclassified in accordance with the evidence supplied by the Applicant. For example, if an Applicant bidding in Lot 2 is unable to provide a compliant Supervisor Declaration Form but instead provides a compliant Exceptional Circumstances Supervisor Declaration Form, their Individual Bid would be reclassified to Lot 1 and they would be given a Lot 1 Matter Start allocation of 50 Matter Starts.
- 1.30 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 1.34 – 1.38 below).
- 1.31 An Applicant wishing to bid from multiple Offices within the Housing & Debt 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 for Lot 1 (50 Matter Starts) and another Individual Bid from Office B for Lot 2 (up to 100 Matter Starts). Further detail on how to complete Individual Bids is contained at Section 4.

Supplementary Matter Starts

Applicants bidding through Route One:

- 1.32 Applicants awarded a Face to Face Contract through Route One 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 in Lot 2 and is awarded 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 that Schedule Period.
- 1.33 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 1.32. For example, an Applicant with two successful Individual Bids in Lot 2 (100 Matter Starts at each Office) could re-allocate up to 50 Matter Starts (50% of 100) from one Office to another. This would result in an allocation of 150 Matter Starts at one Office and 50 Matter Starts at the other. This does not apply to any Office which was awarded a Contract under Route Two, unless the Applicant employs a separate Housing and Debt Supervisor who is employed for at least 17.5 hours per week in those Categories of Law (see paragraph 1.36).
- 1.34 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.

Applicants Bidding through Route Two:

- 1.35 Applicants awarded a Face to Face Contract through Route Two will not be able to self-grant Matter Starts during the life of their Contract, except in the

circumstances set out at paragraphs 1.37 – 1.38. In all other circumstances the provisions regarding the award of Supplementary Matter Starts and re-allocating Matter Starts at clauses 1.21 - 1.24 of the General Specification will be disapplied.

- 1.36 Applicants awarded a Face to Face Contract through Route Two may be able to self-grant Matter Starts where they can demonstrate that they employ a separate Housing and Debt Supervisor who is employed for at least 17.5 hours per week in those Categories of Law (i.e. is not also employed on a Full Time Equivalent basis to also supervise Family, Mental Health or Community Care).
- 1.37 Applicants in this position and who are awarded a 2018 Standard Civil Contract through Route two may, 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 in Lot 1 and is awarded 50 Matter Starts, and can subsequently demonstrate that they employ a separate Housing and Debt Supervisor who is employed for at least 17.5 hours per week in those Categories of Law, they will be able to self-grant up to an additional 25 Matter Starts (50% of 50), resulting in a total of 75 Matter Starts for that Contract Period.
- 1.38 Similarly, during each year of the Contract Period Providers who employ a separate Supervisor who is employed for at least 17.5 hours per week in the Housing and Debt Categories of Law 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 1.37.

SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

- 2.1 Applicants wishing to deliver Housing and Debt Contract Work must submit a Tender which consists of an Individual Bid for one or more offices in each of the Housing and Debt Procurement Areas in which it wishes to deliver Contract Work.
- 2.2 The Tender and each Individual Bid submitted must each be capable of assessment.
- 2.3 An Applicant must ensure that its entire Tender is capable of concurrent delivery. Where it submits an Individual Bid for multiple Procurement Areas and/or Offices it is warranting that it will be able to deliver concurrent services in each of those Procurement Areas/Offices if successful.
- 2.4 If a Tender or Individual Bid is not submitted or is incapable of assessment it will be rejected.

Generic requirements – Applies to Route One and Route Two

- 2.5 As part of its Tender Response Applicants will be required to warrant that it will hold a valid Quality Standard at the Contract Start Date.

Housing and Debt Category-specific requirements

- 2.6 Applicants will need to meet the requirements specific to the Housing and Debt Categories of Law either through Route One or Route Two, set out below.
- 2.7 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 by 23.59 on 15 November 2020.

Supervisor requirements

Route One Supervisor requirements

- 2.8 Applicants through this route must employ at least one Full Time Equivalent (“FTE”) Supervisor who meets the Supervisor Standard as set out at paragraph 2.10 – 2.25 of the 2018 Standard Civil Contract General Specification and in the Civil Contract Category Specific Rules Housing and Debt (Section 10) (May 2020).
- 2.9 An individual Supervisor may not supervise more than two Offices in total.
- 2.10 The use of external (i.e. non-employed) Supervisors is not permitted.
- 2.11 Minimum Supervisor ratios are detailed at 2.26 – 2.28 of the General Specification. Each FTE Supervisor may supervise no more than 4 FTE caseworkers.
- 2.12 For the avoidance of doubt Applicants who meet the supervisor requirements through this route will need to provide the relevant and compliant Supervisor Declaration Form in relation to each Supervisor by 23.59 on 15 November 2020.
- 2.13 The Supervisor requirement set out in paragraph 2.8 must be met in order for an Applicant to successfully bid in Lot2.

Route Two Supervisor requirements

- 2.14 The LAA is seeking to identify providers who wish to develop their capability in Housing and Debt Contract Work and accordingly the LAA has created Exceptional Circumstances Supervisor Standards in the Housing and Debt category, with the aim of enabling individuals to develop their experience and work towards meeting the supervisor requirements in full.
- 2.15 Such individuals who do not meet the full Housing and Debt Supervisor Standard may qualify to be a Supervisor if they meet the Exceptional Circumstances Supervisor Standard, which will be in place for the duration of this Contract. The Exceptional Circumstances Supervisor Standards are set out at Annex D and can also be found at <https://www.gov.uk/government/publications/standard-civil-contract-2018>
- 2.16 Each Applicant must employ at least one FTE Supervisor who meets the Exceptional Circumstances Supervisor Standard in the Housing and Debt

Category and who also supervises Contract Work in one of the following categories of law:

- Family; or
- Community Care; or
- Mental Health.

- 2.17 Nominated Supervisors must continue to meet the full Supervisor Standards for the relevant Category of Law in which they already supervise.
- 2.18 Applicants who successfully obtain a Contract through this route must meet the amended 2018 Standard Civil Contract Category Specific Rules Housing and Debt (Section 10) (May 2020) and these changes will be incorporated into your Schedule via 'Table 7 – Special Provisions and Restrictions' and will be specific to this tender and the relevant Procurement Areas covered by this process only.
- 2.19 An individual Supervisor qualifying through Route Two may not supervise more than two Offices in total.
- 2.20 Minimum Supervisor ratios are detailed at 2.26 – 2.28 of the General Specification. Each FTE Supervisor may supervise no more than 4 FTE caseworkers. For the avoidance of doubt this includes where a Supervisor is concurrently supervising across two categories of law.
- 2.21 The use of external (i.e. non-employed) Supervisors is not permitted.
- 2.22 For the avoidance of doubt Applicants who meet the supervisor requirements through the Exceptional Circumstances Supervisor Standard will need to provide the relevant and compliant Supervisor Declaration Form in relation to each Supervisor by 23.59 on 15 November 2020.

Offices – Applies to Route One and Route Two

- 2.23 Each Office must be a Permanent Presence within the relevant Procurement Area.
- 2.24 Applicants must submit an Individual Bid for each Office from which they intend to deliver services within the relevant Procurement Area.
- 2.25 Applicants should check that they tender in the correct Procurement Area for their Office. To do this, an Applicant 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>. Annex A lists the Procurement Areas for the Housing and Debt Categories and the local authorities included in each.
- 2.26 Where an Applicant wishes to tender to deliver Contract Work from more Offices than permitted within the ITT i.e. more than 5, they must contact the LAA in accordance with paragraph 4.6 no later than 23:59 on 7 October 2020.
- 2.27 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 at that Office. An Applicant's Office must be in the Procurement Area for which it tenders. The LAA will validate address details provided.

- 2.28 All Applicants must be able to by evidence by 23:59 15 November 2020 that they meet the verification requirements, including those relating to Offices.
- 2.29 Where an Applicant's Individual Bid includes an Office 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 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 which is in the Procurement Area tendered for as part of the Individual Bid the LAA will reject the relevant Individual Bid.

Authorised Litigator – applies to Route One and Route Two

- 2.30 Applicants must employ at least one Part Time Equivalent (PTE) Authorised Litigator with experience of delivering Housing and Debt cases, who will be available to each of its Offices to deliver Licensed Work.

Route One Lot-specific requirements

- 2.31 Only Applicants bidding through Route One are eligible to bid in Lot 2. For the avoidance of doubt Applicants bidding in Lot 2 will need to meet the supervisor requirements for Route One set out in 2.8 – 2.13.
- 2.33 Where an Applicant is unable to evidence that they meet the requirements of Route One, the relevant Individual Bid will be re-classified in accordance with the evidence supplied by the Applicant, in line with paragraph 1.29.
- 2.34 The key requirements for Route One and Route two are summarised in the table below:

Route One and Route Two Summary of requirements

Route 1	Route 2
Holds a 2018 Standard Civil Contract	Holds a 2018 Standard Civil Contract
Employs at least one Full Time Equivalent (“FTE”) Supervisor who meets the Housing and Debt Supervisor Standard	Employs at least one FTE Supervisor who meets the Exceptional Circumstances Supervisor Standard in the Housing and Debt Category and who also supervises Contract Work in one of the following categories of law: <ul style="list-style-type: none"> • Family; or • Community Care; or • Mental Health.

FTE Supervisor must not supervise more than two Offices	FTE Supervisor must not supervise more than two Offices
FTE Supervisor must not supervise more than four FTE caseworkers	FTE Supervisor must not supervise more than four FTE caseworkers
Each Office must be a Permanent Presence within the relevant Procurement Area	Each Office must be a Permanent Presence within the relevant Procurement Area
Employs at least one Part Time Equivalent (PTE) Authorised Litigator with experience of delivering Housing and Debt cases, who will be available to each of its Offices to deliver Licensed Work.	Employs at least one Part Time Equivalent (PTE) Authorised Litigator with experience of delivering Housing and Debt cases, who will be available to each of its Offices to deliver Licensed Work.
Eligible to bid in Lot 1 (50 Matter Starts) or Lot 2 (100 Matter Starts)	Eligible to bid in Lot 1 only (50 Matter Starts)
Will be able to utilise the Supplementary Matter Start provisions of the 2018 Standard Civil Contract.	Supplementary Matter Start provisions of the 2018 Standard Civil Contract disappplied, except in circumstances where Applicants go on to employ a Housing and Debt Supervisor who is employed for at least 17.5 hours per week in that Category of Law.

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
- 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 Housing and Debt ITT is 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 Tender.
- 3.9 Applicants are not obliged to respond to all of the Procurement Areas offered through this procurement process; they only need to submit an Individual Bid for the relevant to the Procurement Area(s) in which their Office(s) is located. Applicants must ensure that they select the correct Procurement Areas when submitting their Tender.
- 3.10 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.11 Once Applicants have completed their response to the Tender, 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 Tender by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its Tender for the first time. 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 Tenders are sealed. This means that the LAA is unable to access submitted Tenders prior to the Deadline. The LAA cannot confirm receipt of a Tender, nor can it confirm if a 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 Tender 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 Tender 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 Tender has been transmitted to the LAA and not whether the Tender is fully completed and/or will be assessed as being successful.

SECTION 4: COMPLETION OF THE HOUSING AND DEBT TENDER

- 4.1 An Applicant wishing to bid to deliver Housing and Debt Contract Work must submit a response through the e-Tendering system to the Housing and Debt ITT, which can be found in the e-Tendering system as follows:

ITT 665 – Housing and Debt Civil Legal Aid Services in Housing and Debt from Autumn 2020

- 4.2 The Housing and Debt ITT contains a series of questions covering the following areas:

- Organisation and contact details (Section A)
- Individual Bid details (Section B)
- Verification (Section C)
- Warranties and Declarations (Section D)

- 4.3 A full breakdown of each of the questions for the Housing and Debt ITT is included in the ITT and is replicated at Annex B.

- 4.4 Applicants must respond to each question in the Housing and Debt 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).

- 4.5 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.

- 4.6 Where an Applicant wishes to tender from more Offices 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 7 October 2020 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.

- 4.7 Applicants who want to submit compliant verification information with their Housing and Debt Tender can do so at Section C. An Applicant who confirms in Section C that they wish to provide compliant verification information must provide all the information required to verify its Tender.

- 4.8 Where an Applicant wishes to submit more than one Supervisor Declaration Form/Exceptional Circumstances Supervisor Declaration Form for one or more

of its Individual Bids, the completed Supervisor Declaration Forms/Exceptional Circumstances Supervisor Declaration Forms must be merged into a single document and the single document uploaded into the e-tendering system.

- 4.9 Before submitting its Tender, an Applicant must check that it has answered all questions correctly. If a Tender is incomplete, for example because all questions have not been answered correctly or because an SQ response has not been submitted under a prior procurement process, it may be assessed as unsuccessful.
- 4.10 Tenders 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 7 October 2020**. 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-tender-activity-2020> in the 'Procurement Process for Housing and Debt Contracts from December 2020' Frequently Asked Questions (FAQ)' and through the Supplier Attachments section of the eTendering system.
- 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 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

Housing and Debt ITT assessment

- 6.1 Housing and Debt ITT Responses will be assessed in the following stages:
- Stage 1 – SQ check
 - Stage 2 – Contract check
 - Stage 3 – ITT requirements check
 - Stage 4 – Verification (where applicable)
 - Stage 5 – Contract award (subject to verification)
 - Stage 6 – Verification

Stage 1 – SQ check

- 6.2 The LAA will check that the Applicant has submitted an SQ Response under a prior procurement process. In the event that no SQ Response has been submitted this will be assessed as an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 6.3 Where the Applicant has answered "Yes" to question A.4 indicating that there have been changes to the answers submitted in their previous SQ since submission, the LAA will seek to clarify the Applicant's Tender in accordance with paragraph 9.27 of the IFA.
- 6.4 Where the clarification response shows that a material amendment to the Applicant's SQ responses has occurred, the LAA will require the Applicant to submit up to date responses to the Rejection Criteria taking account of the changes. The Applicant must provide a revised response within 3 days of the LAA's request. If the Applicant fails to respond within the required timeframe, the LAA shall assess it solely on the basis of the information provided in its

initial clarification response and that may mean that the LAA rejects the Applicant's Tender.

Stage 2 – Contract check

- 6.5 The LAA will check its records to confirm that the Applicant holds a 2018 Standard Civil Contract. Where LAA records do not confirm this the LAA will reject the Applicant's tender in its entirety.
- 6.6 Where an Applicant has submitted a tender on the basis of their Supervisor(s) supervising and meeting the Supervisor standard in either the Family, Community Care or Mental Health categories of law, the LAA will check its records to confirm that the Applicant holds a 2018 Standard Civil Contract with authorisation in the relevant category. Where LAA records do not confirm this the Applicant's Individual Bid may be rejected.

Stage 3 – ITT requirements check

- 6.7 The LAA will conduct an 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

- 6.8 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.
- 6.9 Where an Applicant has 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 2.28.
- 6.10 Where no address details are provided as part of an Individual Bid, an address check will be conducted as part of verification (stage 6). Applicants must be able evidence an Office in the relevant Procurement Area by 23.59 on 15 November 2020.

Declarations and warranties assessment

- 6.11 The LAA will review the warranties and declarations given in an Applicant's Tender (Section D of the ITT) to ensure the Applicant has provided the necessary declarations and warranties.
- 6.12 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 6.13 Where the Applicant fails to provide the necessary declarations and warranties, the whole Tender may fail.
- 6.14 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 (at either stage 4 or 6).

- 6.15 Successful Individual Bids will be awarded the relevant Matter Starts for the corresponding Lot bid for, subject to paragraph 1.29 and successfully passing verification (at either stage 4 or 6).

Stage 4 – Verification (if applicable)

- 6.16 If an Applicant has submitted verification information with their Individual Bid(s) the LAA will verify an Applicant's Individual Bid(s) at this stage in accordance with the process set out in Section 8 of this IFA.

Stage 5 – Contract award (subject to verification)

- 6.17 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.
- 6.18 The LAA intends to notify Applicants of the outcome of their Tender in November 2020.

Stage 6 – Verification

- 6.19 Applicants who have not already concluded the verification process at Stage 4 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 Tenders submitted by an Applicant will be assessed and Applicants will be notified in accordance with the timelines set out in this IFA.
- 7.2 There is no right of appeal against the LAA's assessment of Housing and Debt Tenders.

SECTION 8: VERIFICATION OF HOUSING AND DEBT INDIVIDUAL BIDS

- 8.1 All successful Applicants will be required to verify their Individual Bid(s) and all Contract awards will be conditional on Individual Bid(s) being satisfactorily verified by the LAA. Details of the verification requirements are set out at Annex C of this IFA. Verification information must be provided at the latest by 23:59 on 15 November 2020.
- 8.2 Applicants will have the opportunity to submit verification information with their Tender.
- 8.3 Where an Applicant does not submit compliant verification information with their Tender, 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 23.59 on 15 November 2020. 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 December 2020.

- 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 no later than 23:59 on 15 November 2020.
- 8.5 Where the Applicant has not submitted information in accordance with the verification process for an Individual Bid by 23:59 on 15 November 2020, then the award in respect of that Individual Bid may be withdrawn as applicable.
- 8.7 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Applicant for an Individual Bid 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 issue or amend any Contract Schedule with Applicants until pre-contract verification process is concluded i.e. the Applicant satisfactorily verifies information required at the latest by 23:59 on 15 November 2020.
- 8.9 In addition to meeting the verification requirements, Applicants must where relevant, provide a completed AC1 form and associated documentation for each new Office before the LAA can issue Contract documentation to an Applicant.
- 8.10 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.

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 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. 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,
- (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. maximum of one response to the Housing and Debt ITT). Where an Applicant submits more than one ITT Response to the Housing and Debt ITT, the LAA will assess only 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 9.27, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 9.13 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 9.14 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 9.15 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all of the services it has submitted a Tender for.
- 9.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 9.17 By submitting a Tender the Applicant agrees to be bound by the Contract without further negotiation or amendment.
- 9.18 In submitting its Tender, the Applicant acknowledges the fact that Applicants may be party 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 9.18, 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-tender-activity-2020> 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 9.30 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or

misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

Canvassing

- 9.33 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 the Housing and Debt ITT Response, including for example in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender.
- 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 and Debt Services in England and Wales from 1 December 2020 Invitation To Tender Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

ANNEX A: 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 as applicable. 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.

LAA Region	Housing and Debt Procurement Area	Local Authorities included in the Procurement Area
Leeds	Doncaster	Doncaster Metropolitan Borough Council
	Calderdale	Calderdale Metropolitan Borough Council
	East Riding of Yorkshire	East Riding of Yorkshire Council
	City of Kingston upon Hull	Hull City Council
Liverpool	Wirral	Wirral Borough Council
Bristol	Dorset	Dorset County Council
	Somerset	Bath and North-East Somerset Council Somerset County Council
Cambridge	North Hertfordshire	East Hertfordshire District Council North Hertfordshire District Council Stevenage Borough Council Welwyn Hatfield Borough Council
	Bury St Edmunds	Suffolk County Council
Nottingham	Leicestershire and Rutland	Leicestershire County Council Rutland County Council
Manchester	Wigan	Wigan Metropolitan Borough Council
South Tyneside	South Tyneside	South Tyneside Council
	Hartlepool	Hartlepool Borough Council
Birmingham	Shropshire	Shropshire Council Telford and Wrekin Council

ANNEX B: HOUSING AND DEBT ITT Questions and Assessment

The questions below are replicated in the Housing and Debt ITT contained in the e-Tendering system.

Section A: Organisation and contact details

The information requested in this section is non-assessed but may be used in the clarification or verification of the Applicant's Tender.		
	Question	Options
A.1	Full name of Applicant	Text
A.2.ii	Lead/Head Office address and postcode	Text
A.2.ii	Lead/Head Office LAA Account Number	Text
A.3.i	Contact name for the purposes of this procurement process	Text
A.4.ii	Contact telephone number for the purposes of this procurement process	Text
A.4	Have there been any changes to the answers submitted in your previous SQ response since you submitted it? In accordance with paragraphs 6.3, 6.4 and 9.27 of the IFA the LAA will seek to clarify the Applicant's Tender if they answer "Yes" to question A.4	Options list: Yes No

Section B: Individual Bid details

Note	Where an Applicant wishes to tender to deliver Contract Work from more than 5 Offices, it must contact the LAA in accordance with paragraph 4.6 of the IFA.	
B1.i	Please confirm the Procurement Area in which Office 1 is (or will be) based	Options List
Note	Where the Applicant indicates that it is tendering to deliver Contract Work from multiple Offices, it will then be required to enter the relevant details as applicable for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so on for up to 5 Offices. Where an Applicant wishes to tender to deliver Contract Work from more than 5 Offices, it must contact the LAA in accordance with paragraph 4.6 of the IFA.	
B.1.ii	Is the Applicant intending to deliver Housing and Debt Contract Work from another Office?	Options list:

		Yes No
B.1.iii	If the Applicant knows the address for Office 1 please enter the Office address (excluding postcode). Where you do not yet know the address for this Office please enter 'N/A'	Free text
B.1.iv	If the Applicant knows the postcode for Office 1 please enter the Office postcode. Where you do not yet know the postcode for this Office please enter 'N/A'.	Free text
B.1.v	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
B.1.vi	Please confirm the Lot corresponding to the volume of Housing Matter Starts the Applicant wishes to deliver from this Office. Please note that for each Individual Bid Applicants bidding in Lot 2 must meet the requirements in relation to Route One, as set out at paragraphs 2.8 – 2.12. Where an Applicant bids for Matter Starts under Lot 2 but is not able to meet the requirements, in accordance with paragraph 1.29 the relevant Individual Bid(s) will be reclassified to Lot 1.	Options list: Lot 1 – 50 Matter Starts Lot 2 – 100 Matter Starts
B.2	Which Route is the Applicant using in respect of this Individual Bid?	Options List: Route One - full Housing and Debt Supervisor Standard Route Two – Exceptional Circumstances Housing and Debt Supervisor

		Standard (Answer B.2.i)
B.2.i	<p>Applicants bidding through Route Two must employ an FTE Supervisor that will concurrently supervise Housing and Debt Contract Work and Contract Work in one of the following categories of law:</p> <ul style="list-style-type: none"> • Family; or • Community Care; or • Mental Health <p>Please confirm which category of law the FTE Supervisor will supervise.</p>	<p>Options list:</p> <p>Family</p> <p>Community Care</p> <p>Mental Health</p>
B.3	Please provide the name(s) of the nominated Supervisor(s) you intend to supervise Housing and Debt Contract Work	Text

Section C – Verification information

Note	An Applicant may submit verification with its Tender Response. In accordance with paragraph 8.3 where an Applicant does not submit compliant verification information with their Tender, 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 23.59 on 15 November 2020. 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 December 2020.	
	Question	Response Type
C.1.i	<p>Does the Applicant wish to provide compliant verification information as part of its ITT Response?</p> <p>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.</p>	<p>Yes (answer C.1.ii – C.1.vii)</p> <p>No</p>
C.1.iv	The Applicant must employ at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard or Exceptional Circumstances Supervisor Standard in the Housing and Debt Categories of Law, depending on the Route.	Attachment

	<p>Please provide at least one compliant Supervisor Declaration Form/ Exceptional Circumstances Supervisor Declaration for each Supervisor in the Housing & Debt Category of Law.</p> <p>The Supervisor Declaration Form template and the Exceptional Circumstances Supervisor Declaration Form template are available to download from: https://www.gov.uk/government/publications/standard-civil-contract-2018.</p>	
C.1.v	Please provide the Authorised Litigator's name and roll number	Free text

Section D – 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 15 November 2020:

- Will hold a relevant Quality Standard; and
- Will employ either:
 - at least one Full Time Equivalent (“**FTE**”) Supervisor who meets the Supervisor Standard in the Housing and Debt Category (and supervises Housing and Debt Contract Work only); or
 - at least one FTE Supervisor who meets the Exceptional Circumstances Supervisor Standard in the Housing and Debt Category and who will concurrently supervise Housing and Debt Contract Work and Contract Work in one of the following categories of law:
 - Family; or
 - Community Care; or
 - Mental Health; 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 be a Permanent Presence in the Procurement Area in which it is tendering to deliver Housing and Debt Contract Work; 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 to deliver Licensed Work

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) where the Applicant is authorised by the Solicitors Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) where the Applicant is authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) where the Applicant is authorised by CILEx Regulation (CILEx); or
- where the Applicant is not 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 15 November 2020.

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

ANNEX C: 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.

Applicants will have the opportunity to submit their verification information with their Tender.

Where an Applicant does not submit compliant verification information with their Tender, 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 23.59 on 15 November 2020. 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 December 2020.

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 requirements at the latest by 23:59 on 15 November 2020:

Verification which will be requested from all Applicants who are successful in tendering to deliver Housing and Debt Contract Work	
What the LAA will verify	What evidence will be required
<p>Route One:</p> <ul style="list-style-type: none"> - The Applicant employs at least one Full Time Equivalent (“FTE”) Supervisor who meets the Supervisor Standard and supervises Housing and Debt Contract Work <u>only</u>. <p>Route Two:</p> <ul style="list-style-type: none"> - The Applicant employs at least one FTE Supervisor who meets the Exceptional Circumstances Supervisor Standard in the Housing and Debt Category and who will <u>concurrently</u> supervise Housing and Debt Contract Work and Contract Work in one of the following categories of law: <ul style="list-style-type: none"> • Family; or • Community Care; or • Mental Health. <p>Where the Supervisor will be concurrently supervising Housing and Debt Contract Work and Contract Work in a second category of law (Family, Community Care or Mental Health) the</p>	<p>Route One:</p> <p>At least one compliant Supervisor Declaration Form for each Supervisor in the Housing and Debt Categories of Law.</p> <p>Route Two:</p> <p>At least one compliant Exceptional Circumstances Supervisor Declaration Form for each Supervisor in the Housing and Debt Categories of Law.</p> <p>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. For the avoidance of doubt a Supervisor may only be employed on a full time basis by one Provider.</p>

LAA will check its records to confirm that the named individual is the Supervisor of the relevant second category of law.	
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, this includes where a Supervisor is concurrently supervising two categories of law.	A LAA Contract Management and Assurance visit will be conducted to confirm compliance within six months of the Contract Start Date
Each Office 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

ANNEX D: EXCEPTIONAL CIRCUMSTANCES HOUSING & DEBT SUPERVISOR STANDARD (ROUTE 2 ONLY) – CONTRACT CHANGES

The table below sets out the changes that will be introduced to reflect the varied supervision requirements under this procurement process, via the Exceptional Circumstances Supervisor Standard (Route Two).

These changes apply to the 2018 Standard Civil Contract Category Specific Rules Housing and Debt (Section 10) (May 2020). These changes will be incorporated into your Schedule via 'Table 7 – Special Provisions and Restrictions' and will be specific to this tender and the Procurement Areas set out at paragraph 1.3 of this IFA.

	Clause Reference	Clause Detail									
Amended Clauses	10.1 (Combined Supervisors' Legal Competence Standard for Housing and Debt)	<p>At any time during the Contract the Supervisor must, in the previous 12 months, have undertaken work on the minimum number of cases in the combined Housing and Debt case Categories in Table One below:</p> <table border="1"> <thead> <tr> <th colspan="3">Table One</th> </tr> <tr> <th></th> <th>Housing and Debt case categories</th> <th>Minimum number of case files required</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td> Possession/Repossession: <ul style="list-style-type: none"> • Rent arrears • Mortgage arrears • Other possession (including nuisance, returning owner etc.) </td> <td>3 case files from any in the list</td> </tr> </tbody> </table>	Table One				Housing and Debt case categories	Minimum number of case files required	1.	Possession/Repossession: <ul style="list-style-type: none"> • Rent arrears • Mortgage arrears • Other possession (including nuisance, returning owner etc.) 	3 case files from any in the list
Table One											
	Housing and Debt case categories	Minimum number of case files required									
1.	Possession/Repossession: <ul style="list-style-type: none"> • Rent arrears • Mortgage arrears • Other possession (including nuisance, returning owner etc.) 	3 case files from any in the list									

		2.	<ul style="list-style-type: none"> Homelessness 	3 case files															
		3.	<ul style="list-style-type: none"> Private disrepair Public disrepair EPA- statutory nuisance 	1 case file															
	10.2 (Combined Supervisors' Legal Competence Standard for Housing and Debt)	<p>At any time during the Contract the Supervisor must, in the previous 12 months, have undertaken work on the minimum number of cases in each of the 3 case types in Table Two below:</p> <table border="1"> <thead> <tr> <th colspan="3">Table Two</th> </tr> <tr> <th></th> <th>Housing and Debt case type</th> <th>Minimum number of case files required</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Case which required representation</td> <td>3 Case files from any housing case type</td> </tr> <tr> <td>2.</td> <td>Case which required the ability to recognise the possibility of Judicial Review proceedings (including the purpose and the Client's role)</td> <td>1 case file</td> </tr> <tr> <td>3.</td> <td>Case which required the ability to recognise a possible contravention of the rights and freedoms expressed in the European Convention on Human Rights 1950,</td> <td>1 case file</td> </tr> </tbody> </table>			Table Two				Housing and Debt case type	Minimum number of case files required	1.	Case which required representation	3 Case files from any housing case type	2.	Case which required the ability to recognise the possibility of Judicial Review proceedings (including the purpose and the Client's role)	1 case file	3.	Case which required the ability to recognise a possible contravention of the rights and freedoms expressed in the European Convention on Human Rights 1950,	1 case file
Table Two																			
	Housing and Debt case type	Minimum number of case files required																	
1.	Case which required representation	3 Case files from any housing case type																	
2.	Case which required the ability to recognise the possibility of Judicial Review proceedings (including the purpose and the Client's role)	1 case file																	
3.	Case which required the ability to recognise a possible contravention of the rights and freedoms expressed in the European Convention on Human Rights 1950,	1 case file																	

		as given effect in the Human Rights Act 1998 (as amended)		
New Clauses	10.8.1 (Supervisor Standard)	In order to receive or maintain a Schedule Authorisation in the Housing and Debt Category of Law you must have a Supervisor in this Category of Law with meets the Exceptional Circumstances requirements. The supervision in the Housing and Debt Category of Law is in addition to the supervision they undertake in the Family, Mental Health or Community Care Category of Law.		
	10.8.2 (Supervisor Standard- Case Involvement Hours)	Supervisors must meet, in the Housing and Debt Category of Law, a minimum Case Involvement Standard of 58 hours over defined periods. There are minimum and maximum allowances by which Supervisors can meet the 58 hours and they are as follows: (a) direct (personal) casework (this may include direct (documented) supervision) – minimum of 38 hours; (b) file review (including face-to-face) – maximum 29 hours (i.e. approximately 50% of 58 hours); (c) external training delivery (meeting any professional development requirements of your Relevant Professional Body) - maximum 29 hours; (d) documented research and the production of publications - maximum 29 hours; and/or (e) other supervision - maximum 29 hours		
	10.8.3 (Supervisor Standard- Case Involvement Hours)	The Case Involvement Standard will be measured: (a) at the Contract Start Date where the 58 hour requirement will measured over the previous 3 years; and		

		(b) on a rolling basis during the Contract period where the Supervisor must be able to meet the 58 hour requirement in the previous 12 months.
	10.8.3 (Supervision Standard - Housing and Debt Route 2 only))	For the purposes of this Contract clauses 2.19(a) 'Supervision Standards' of the 2018 Standard Civil Contract Specification (General Provisions 1-6) are disapplied in relation to Housing and Debt work only.
	10.18 (Supplementary Matter Starts (Housing and Debt Route 2 only))	For the purposes of this Contract clauses 1.19 and 1.21-1.24 'Supplementary Matter Starts' of the 2018 Standard Civil Contract Specification (General Provisions 1-6) are disapplied in relation to Housing and Debt work only.
Disapplied Clauses	10.6 (Combined Supervisors' Legal Competence Standard for Housing and Debt)	Where a Supervisor has not conducted representation in a disrepair case in the past 12 months they must demonstrate how they have maintained their knowledge of housing disrepair litigation.
	10.8 (Supervisor Standard)	Where you have Schedule authorisation to provide services in the Welfare Benefits Category, subject to the other provisions of this Contract, an individual who is a Supervisor in this Category may also be a Supervisor in the Welfare Benefits Category of Law.

ANNEX E: GLOSSARY OF DEFINED TERMS

Term	Description
2018 Standard Civil Contract	Contract Work awarded under this procurement process will be undertaken in accordance with this Contract. Contract documentation can be found at
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: https://www.gov.uk/guidance/update-your-details-with-laa
Act of Assistance	An occasion on which a Provider delivers Contract Work to a Client in accordance with the requirements of the Specification
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
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
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 for Signature	The document of that name issued by the LAA and signed by the LAA and the Applicant in relation to this Face to Face Contract.
Contract Manager	An individual employed with LAA's Contract Management and Assurance 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 Face to Face Contract Work, being 1 December 2020
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
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 5pm, 22 October 2020.
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 www.legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed.
Exceptional Circumstances Supervisor Declaration Form	A form setting out how the Applicant's Supervisor(s) meets the Exceptional Circumstances Supervisor Standard in the relevant Category of Law. Forms are available to download from https://www.gov.uk/government/publications/standard-civil-contract-2018 .
Exceptional Circumstances Supervisor Standard	The minimum required supervision experience, Category-specific case experience and Category-specific case involvement that any Supervisor must meet where an Applicant is bidding via Route Two and which is evidenced via the Exceptional Circumstances Supervisor Declaration Form.
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)	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: <ul style="list-style-type: none"> - Person A – 20 hours per week - Person B - 10 hours per week - Person C – 5 hours per week <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)
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
Individual Bid	A bid for Housing and Debt Contract Work in a particular Procurement Area.
Information for Applicants ("IFA")	This Information for Applicants document (in its entirety)
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
Lead Office	The Applicant's principal Office for the purpose of the Face to Face Contract
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.
Matter Start	A Controlled Work case as defined at Section 1 of the Face to Face Contract Specification
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
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
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.
Part Time Equivalent (PTE)	As defined at 2.36 - 2.37 of the 2018 Standard Civil Contract Specification
Quality Standard	The LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard (Lexcel).
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 the 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
Route One	Applicants tendering through this procurement process who are able to meet the full Housing and Debt Supervisor Standards, as set out in sections 2.10 – 2.25 of the General Specification and the Legal Competence Standards set out in detail in the relevant Category Specification
Route Two	Applicants tendering through this procurement process who are delivering Family, Community Care and Mental Health Contract Work and employs a Full Time Equivalent Supervisor in one of those Categories who meets the Exceptional Circumstances Supervisor Standard.
Schedule	A Contract document issued by the LAA as specified in the 2018 Standard Civil 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.
Solicitors Regulation Authority or SRA	Solicitors Regulation Authority; a Relevant Professional Body
Specification	The 2018 Standard Civil Contract Specification, as amended, which sets out the nature of the Contract Work to be delivered.
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 https://www.gov.uk/government/publications/standard-civil-contract-2018 .
Supervisor Standard	The required supervision experience, Category-specific case experience and Category-specific case involvement that any Supervisor must meet where an Applicant is bidding via Route 1 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 one Housing and Debt ITT Response.