



Legal Aid  
Agency

## Procurement of HPCDS Services in England and Wales from 1 July 2021 Invitation To Tender Information for Applicants

### Introduction

The Legal Aid Agency (“LAA”) needs to identify a new provider to deliver the **Slough** Housing Possession Court Duty Scheme (“**HPCDS**”) in England and Wales.

It is inviting Applicants to submit a Tender for an Exclusive Schedule under a 2013 Standard Civil Contract (as amended) (“**HPCDS Contract or Contract**”) to deliver these services.

The LAA is offering **one** Contract for this HPCDS.

#### *HPCDS delivery*

Since the 20th September 2020 each possession case has both a ‘review’ date and a ‘substantive’ hearing date which are a specified number of days apart. These are defined within the overall arrangements document found at <https://www.judiciary.uk/wp-content/uploads/2020/09/Possession-Proceedings-Overall-Arrangements-Version-1.0-17.09.20.pdf> alongside further information on how both are listed and undertaken at Court. The Scheme is available to assist on both dates. Clients can be assisted by the Scheme on one or both days, however if the case is resolved at the review stage then no substantive hearing will be required. For the avoidance of doubt, clients cannot be assisted between the review and substantive hearings under the HPCDS.

We expect that most courts will utilise both face to face and remote methods to hear cases to a varying extent during the Covid-19 recovery period. Therefore, Applicants must be able to deliver HPCDS services both remotely and face to face at court in order to meet the individual circumstances of the court and/or client.

#### *The procurement process*

To be eligible to bid for a HPCDS contract organisations must hold a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law. Organisations will therefore have submitted an SQ Response under a prior procurement process. As set out at paragraph 4.12 of this IFA, Applicants will be required to state whether there have been any changes to their answers in their SQ Response since its submission. Where an Applicant confirms that there have been changes to their SQ Response the LAA will seek to clarify their tender in accordance with paragraphs 6.3, 6.4 and 8.27.

The LAA will give preference to Applicants who:

- are a current HPCDS provider; and
- are able to deliver HPCDS Services through an Office based in the Berkshire Housing and Debt Procurement Area; and
- are able to deliver HPCDS services from 1 July 2021.

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

### *Contract*

This Contract will commence on 1 July 2021 (or the date on which Applicants bid to commence the delivery) and run until 30 September 2021 (subject to the LAA's right to extend for up to a further 12 months).

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

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

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

**The Deadline for submitting Tenders is 5pm on 7 June 2021 (“Deadline”)**

All Applicants submitting a Tender must submit a response to the HPCDS ITT (“**ITT Response**”).

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

**A Tender consists of a response to the ITT**

Before submitting their Tender, Applicants must read this IFA in its entirety and all supplementary information provided, such as Frequently Asked Questions (“**FAQs**”).

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

## Timetable

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

<b>Activity</b>	<b>Timescale</b>
Procurement process opens	6 May 2021
Deadline for questions about this IFA	23:59 18 May 2021
'Frequently Asked Questions' document published (if required)	Week beginning 24 May 2021
Deadline for submission of Tenders	5pm 7 June 2021
Outcome of Tenders notified to Applicants	Week beginning 7 June 2021
Contract Start Date	1 July 2021

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## SECTION 1: OVERVIEW

### About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is 5pm on 7 June 2021. All Tenders must be completed and submitted using the e-Tendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

### What are Applicants tendering for?

- 1.3 The LAA is offering one contract for the Slough HPCDS.
- 1.4 A Tender to deliver Contract Work in a specific Scheme under a HPCDS ITT is known as an "HPCDS Individual Bid".
- 1.5 The successful Applicant will be awarded the following full year allocation, pro-rated for the period 1 July 2021 to 30 September 2021:

<b>Scheme</b>	<b>Acts of Assistance</b>	<b>% buffer</b>	<b>Total</b>
<b>Slough</b>	56	6	62

### Who can bid?

- 1.6 The procurement process is open to any organisation who holds a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law. Organisations will therefore have submitted an SQ Response under a prior procurement process. As set out at paragraph 4.12 of this IFA, Applicants will be required to state whether there have been any changes to their answers in their SQ Response since its submission. Where an Applicant confirms that there have been changes to their SQ Response the LAA will seek to clarify their tender in accordance with paragraphs 6.3, 6.4 and 8.27.
- 1.7 The LAA will not accept subcontracting or consortia arrangements although the use of Agents is permitted for HPCDS, as set out at paragraphs 1.20 – 1.22.

### About the HPCDS Contract

- 1.8 The LAA is seeking to award a HPCDS Contract to an Applicant who can commence service delivery from 1 July 2021 until 30 September 2021 (subject to the LAA's right to extend for up to a further 12 months).

- 1.9 The HPCDS Contract consists of and is formed of the following parts:
- The Offer Letter (also known as the Contract for Signature and including the annex);
  - The HPCDS Schedule(s) (which set out the Scheme(s) a Provider is authorised to undertake work in and any bespoke terms relevant to the delivery of Contract Work);
  - The 2013 Standard Civil Contract Specification, (amended on 20 September 2020), which governs how HPCDS Contract Work must be delivered. This is comprised of the General Rules to the 2018 Standard Civil Contract Specification (sections 1-6) and the Category Specific Rules of the 2013 Standard Civil Contract (section 10 HPCDS only) as amended to relate solely to HPCDS Contract Work; and
  - The 2018 Standard Civil Contract Standard Terms.
- 1.10 The information provided in the following sections on “Payment”, “Reporting” and “Matter start boundaries” is based on the Category Specific Rules to the 2013 Standard Civil Contract Specification (as amended).

#### *Payment*

- 1.11 The rules regarding remuneration for HPCDS work are set out in paragraphs 10.19 – 10.23 of the 2013 Standard Civil Contract Specification Category Specific Rules.
- 1.12 HPCDS Contract Work is Controlled Work. Payment will be monthly in arrears for work done. Payment will be made separately from the Standard Monthly Payment or Variable Monthly Payment for other Controlled Work.
- 1.13 The LAA will pay the Provider for HPCDS Controlled Work properly carried out in accordance with the Contract through a standard fee scheme. The rates payable are those which apply to the 2013 Standard Civil Contract. They are set out in the Remuneration Regulations in Schedule 1 at Table 6. This is available at <https://www.legislation.gov.uk/uksi/2013/422/schedule/1/made>
- 1.14 The rate is payable per Client and covers all work for a Client in relation to a hearing. If a Provider advises or represents the Client at more than one hearing, then fees are claimable for each hearing. A Provider does not need to have represented the client at both the review and the substantive hearings in order to be paid for one or other of the hearings i.e. if you only represent the client at the review hearing then you will be paid for that hearing. There are no additional payments for travel or waiting. No additional payments will be made other than for disbursements incurred in representing a Client at a remote hearing.
- 1.15 Additionally, if in any HPCDS session no work has been performed for Clients, the LAA will pay on the basis that one Client was seen during the session.
- 1.16 For the purpose of a HPCDS, “session” means a period when the court is in session. The court will determine the number of sessions per day and as long as

there is a clear break between sessions listed on the same day payments can be claimed for each session.

### *Reporting*

- 1.17 The rules regarding reporting HPCDS Contract Work are set out in paragraph 10.26 of the Category Specific Rules to the 2013 Standard Civil Contract Specification (as amended).
- 1.18 Reporting of work done will be separate from reporting for other Controlled Work. Payment will be triggered by the LAA's receipt of correctly completed monthly monitoring forms on or before their respective due date.

### *Matter Start boundaries*

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

### *Using Agents*

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

### **About the HPCDS Service**

- 1.23 The HPCDS Service will offer "on-the-day" emergency advice and advocacy to anyone facing possession proceedings at either a review hearing or a substantive

hearing. Anyone in danger of eviction or having their property repossessed can access legal advice and representation on the day of their hearing, regardless of their financial circumstances.

1.24 The Scheme covers the following types of proceedings held by the court:

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

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

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

1.26 Under the HPCDS Contract, Providers or their Agents must advise, as required, on all HPCDS Cases that arise at the courts listed in their HPCDS Contract, which could be help in person at court or some other off-site location or remotely. The scope of Contract Work is defined in the HPCDS Contract Specification.

1.27 Applicants should read the HPCDS Contract in its entirety for further details about HPCDS Contract Work. This can be found at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/920212/HPCDS\\_Contract\\_-\\_2013\\_SCC\\_Annex\\_A\\_and\\_B\\_-\\_Category\\_Specific\\_Rules\\_-\\_20th\\_September\\_2020.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/920212/HPCDS_Contract_-_2013_SCC_Annex_A_and_B_-_Category_Specific_Rules_-_20th_September_2020.pdf)

## **SECTION 2: PROCUREMENT PROCESS REQUIREMENTS**

2.1 Applicants wishing to deliver services under a HPCDS Contract must submit a Tender which consists of a response to Slough HPCDS ITT.



- 2.2 ITT Responses submitted must be capable of assessment.
- 2.3 Applicants may not submit more than one response to the ITT. Where an Applicant submits more than one HPCDS ITT Response, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 2.4 If an ITT Response is not submitted or is incapable of assessment it will be rejected.

**Minimum requirements**

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

<b>Minimum Requirement</b>	<b>Evidence required</b>
The Applicant holds a 2018 Standard Civil Contract with authorisation to conduct Contract Work in the Housing and Debt Categories from the Office(s) from which it tenders.	Applicants must declare that they meet this requirement when submitting their Tender.  The LAA will check its own records to ensure that Applicants have authorisation to deliver Housing and Debt Categories under a 2018 Standard Civil Contract. Where this is not the case the Applicant's ITT Response(s) will be rejected.
The Applicant must be able and willing to advise on all HPCDS Cases (as required) listed by a court(s) within the relevant Scheme, to include delivery of HPCDS services remotely and face to face at court as required.	Applicants must declare that they commit to meeting this requirement when submitting their Tender.
The Applicant must employ, from the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the Contract Work in the relevant Scheme	Applicants must submit a compliant Supervisor Declaration Form with their Tender.
The Applicant must have access to an Authorised Litigator	Applicants must provide the Authorised Litigator's name and roll number with their Tender.
All Caseworkers delivering HPCDS Contract Work must: <ul style="list-style-type: none"> <li>- be competent and suitably experienced; and</li> <li>- routinely conduct a minimum of 12 hours casework in the Housing and Debt Categories per week; and</li> </ul>	Applicants must declare that they commit to meeting this requirement when submitting their Tender.

<p>- be authorised to advise and represent Clients in relation to housing possession proceedings.</p>	
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### **SECTION 3: e-TENDERING SYSTEM**

- 3.1 All Tenders must be completed and submitted using the e-Tendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk)
- 3.2 Applicants already registered on the e-Tendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the e-Tendering system to ensure these are up to date.
- 3.3 Where an Applicant already has multiple registrations on the e-Tendering system it should ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 3.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the e-Tendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the e-Tendering system guides available through the 'Technical Support and Guidance' link on the e-Tendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the e-Tendering system message board. Applicants must check the message board regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their e-Tendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender, can be actioned as necessary.
- 3.7 The HPCDS ITT for the Slough Scheme 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 HPCDS ITT for the Slough Scheme.
- 3.9 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.
- 3.10 Once Applicants have completed their response to the ITT, they must submit it by clicking on the "Submit Response" button.
- 3.11 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.

- 3.12 An Applicant may check that it has successfully submitted its ITT Response by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its ITT Response 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.
- 3.13 ITT Responses are sealed. This means that the LAA is unable to access submitted ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an ITT Response or Tender, nor can it confirm if an ITT Response or Tender has been completed correctly.
- 3.14 All questions marked with a red asterisk on the e-Tendering system are mandatory. The e-Tendering system will not permit an Applicant to submit its ITT Response unless answers to those questions are provided.
- 3.15 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.
- 3.16 When an Applicant submits its ITT Response for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the ITT Response has been transmitted to the LAA and not whether the ITT Response or Tender is fully completed and/or will be assessed as being successful.

#### **SECTION 4: COMPLETION OF THE HPCDS ITT**

- 4.1 An Applicant wishing to tender for the Slough HPCDS must submit a response to the HPCDS ITT for the Slough Scheme.
- 4.2 The HPCDS ITT can be found in the e-Tendering system under Project 128 (HPCDS Tender for Services from 1 July 2021) as follows:
- ITT 694 - HPCDS ITT for Slough Scheme
- 4.3 The HPCDS ITT contains a series of questions covering the following areas:
- Organisation and contact details (Section A)
  - Office location (Section B)
  - HPCDS experience (Section C)
  - Ability to commence work on 1 July 2021 (Section D)
  - Agents (Section E)
  - Verification Information (Section F)
  - Tie Break (Section G)
  - Warranties and Declarations (Section H)
- 4.4 A full breakdown of each of the questions for the HPCDS ITT is included in the ITTs and is replicated at Annex C.

- 4.5 Applicants must respond to each question in the relevant ITT by selecting the correct drop-down option or by providing a typed answer in the free text box provided. Each free text box is limited to 2000 characters (including spaces).
- 4.6 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.
- 4.7 Where an Applicant is required to provide information in response to the questions in a HPCDS ITT, the responses required must relate to the Applicant that will be delivering the HPCDS and not to any Agents that will be used.
- 4.8 Before submitting its ITT Response an Applicant must check that it has answered all questions correctly. If an ITT Response is incomplete it may be assessed as unsuccessful.
- 4.9 Tenders, including ITT Responses, will not be opened by the LAA until after the Deadline and therefore if an Applicant's Tender is incomplete, this will only be identified on assessment, at which point it shall be too late for Applicant to submit any further information.
- 4.10 The circumstances in which the Tie Break questions will be assessed are set out in section 6.13 - 6.14 of this IFA (at stage 5 of the evaluation process).

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

- 4.11 The information requested in question A.1 and A.2 is non-assessed but may be used in the verification of the Applicant's Tender.
- 4.12 Question A.3. asks the Applicant to confirm whether there have been any changes to their SQ Response submitted for a previous procurement process since its submission. The LAA will review the Applicants answer to question A.3. Where an Applicant answers 'Yes' to this question the LAA will seek to clarify the Applicant's Tender in accordance with paragraphs 6.3, 6.4 and 8.27 of the IFA.

#### **Section B – Office location**

- 4.13 This is an assessed question to identify whether the Applicant holds a 2018 Standard Civil Contract with Schedule Authorisation to conduct Housing and Debt Contract Work from an Office in the Housing and Debt Procurement Area that corresponds with the HPCDS they are bidding to deliver.

#### **Section C – HPCDS experience**

- 4.14 This is an assessed question asking the Applicant to confirm whether they are a current HPCDS provider. The LAA will check the answer given against its own records. The points available for this criterion will only be awarded where an Applicant confirms they are a current HPCDS provider and this is confirmed by LAA records.

#### **Section D – Ability to commence work on 1 July 2021**

- 4.15 This is an assessed question asking the Applicant to confirm if they can begin delivering the Service on 1 July 2021.

- 4.16 Where an Applicant is unable to begin delivering the Service on 1 July 2021, they will be asked to confirm the date on which they can begin delivering the Service.

### **Section E – Agents**

- 4.17 This is a non-assessed question where Applicants are asked to confirm whether they will use Agents in delivering the HPCDS.

### **Section F – Verification Information**

- 4.18 Applicants are asked to submit, as part of their Tender,
- a completed and compliant Housing and Debt Supervisor Declaration Form; and
  - the name and roll number of the Authorised Litigator.

to verify they meet the minimum requirements in respect of its Supervisor and access to an Authorised Litigator as set out at paragraph 2.5.

### **Section G – Tie Break**

- 4.19 The tie break comprises two questions which are both mandatory and must be answered by all Applicants. The circumstances in which the tie break questions will be assessed are set out in section 6.13 – 6.14 of this IFA.

### **Section H – Warranties and Declaration**

- 4.20 A declaration in the form set out at Section H of the ITT (see Annex C below) must be provided by:

- (a) the Compliance Officer for Legal Practice (COLP) where Applicant is authorised by the Solicitors Regulation Authority (SRA); or
- (b) the Head of Legal Practice (HOLP) where Applicant is authorised by the Bar Standards Board (BSB); or
- (c) the Compliance Manager (CM) where Applicant is authorised by CILEx Regulation (CILEx); or
- (d) 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.

## **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 via the e-Tendering system up until **23.59 on 18 May 2021**. 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 shared with all other Applicants. 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 shared with all Applicants via the e-Tendering 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](mailto:help@bravosolution.co.uk) Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.
- 5.9 The LAA recommends that Applicants start to complete their Tenders early so that they identify any areas in which they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time and accepts no responsibility if they are not.
- 5.10 Applicants should note that the e-Tendering helpdesk is the only method by which they can receive assistance on using the e-Tendering system.

## SECTION 6: TENDER ASSESSMENT

### HPCDS ITT Assessment

- 6.1 HPCDS ITT Responses will be assessed in the following stages:
  - Stage 1 – SQ check
  - Stage 2 – Housing and Debt Contract check
  - Stage 3 – HPCDS ITT assessment
  - Stage 4 – Declarations and warranties assessment

- Stage 5 – Tie Break (where applicable)
- Stage 6 – Verification
- Stage 7 – Contract award

#### 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.3 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 8.27 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 - Housing and Debt Contract check

- 6.5 As set out at paragraph 2.5 the LAA will check its own records to ensure that the Applicant holds a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law.
- 6.6 Where an Applicant does not meet the circumstances set out in paragraph 6.5 the HPCDS ITT Response will be rejected in its entirety.

#### Stage 3 – HPCDS ITT assessment

- 6.7 The LAA will give preference to an Applicant who:
- is a current HPCDS provider; and
  - is able to deliver HPCDS Services through an Office based in the Berkshire Housing and Debt Procurement Area which has authorisation in the Housing and Debt Categories of Law; and
  - is able to deliver HPCDS services from the contract start date.

Applicants will be awarded points, up to a maximum of 8, based on the criteria they are able to meet. The contract will be awarded to the Applicant who achieves the highest score. Where more than one Applicant is tied on the same score, the LAA will consider the tied Applicants' responses to the two Tie Break questions in accordance with paragraph 6.14 and award the Contract to the Applicant that achieves the highest score for the Tie Break (see section G of the ITT in Annex C).

- 6.8 Points will be awarded as follows:

Award criteria	Points available
Applicant is a current HPCDS provider	3  The LAA will check its own records to confirm that the Applicant is a current HPCDS provider. Applicants should note that points will not be awarded where the Applicant acts as an agent for a contracted HPCDS provider. Where the LAA's records do not confirm that the Applicant holds an Exclusive Schedule to deliver HPCDS services, the Applicant will receive 0 points for this question.
Applicant is able to deliver HPCDS Services through an Office based in the corresponding Housing and Debt Procurement Area which has authorisation in the Housing and Debt Categories of Law	3  The LAA will check its own records to confirm that the Applicant's nominated Office is in the Berkshire Procurement Area and has authorisation in the Housing and Debt Categories of Law. Where the LAA's records do not confirm that the Applicant has an Office in the corresponding Procurement Area with authorisation in the Housing and Debt Categories of Law, the Applicant will receive 0 points for this question.
Applicant is able to deliver HPCDS services from the 1 July 2021	2  An Applicant who cannot confirm they are able to deliver services from 1 July 2021 will receive 0 points for this question.

#### Stage 4 - Declarations and warranties assessment

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

#### Stage 5 – Tie Break (where applicable)

- 6.13 Where more than one Applicant is tied the LAA will consider the tied Applicants' responses to the two Tie Break questions in accordance with paragraph 6.14 and award the Contract to the Applicant that achieves the highest score for the Tie Break.



*Assessment of Tie Break*

6.14 There are two Tie Break questions. They will both be scored between 0-5 using the following scoring matrix:

Scoring Matrix

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

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

#### Stage 6 – Verification

- 6.15 The LAA will review the Supervisor Declaration Form and Authorised Litigator name and roll number given in an Applicant's ITT Response (Section F of the HPCDS ITT) to ensure the Applicant has provided a compliant Supervisor Declaration Form and Authorised Litigator name and roll number.
- 6.16 The LAA will not enter into contract with an Applicant until the verification process is concluded i.e. the Applicant submits a compliant Supervisor Declaration Form and Authorised Litigator name and roll number.
- 6.17 Where the Applicant is unable to provide a compliant Supervisor Declaration Form and/ or a compliant Authorised Litigator name and roll number an Applicant's Individual Bid may be rejected.
- 6.18 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Individual Bid as a consequence of their failure to satisfactorily verify 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.

#### Stage 7 – Contract award

- 6.19 All Applicants will be notified of the outcome of their Tender through the e-Tendering message board.
- 6.20 The LAA intends to notify Applicants of the outcome of their Tender in June 2021.
- 6.21 There is no right of appeal against the LAA's assessment of HPCDS ITT Responses.

### **SECTION 7: NOTIFICATION OF TENDER OUTCOMES AND CONTRACT EXECUTION**

- 7.1 ITT Responses submitted by Applicants will be assessed and Applicants will be notified in accordance with the timelines set out in this IFA.
- 7.3 Successful Applicants will be required to accept their contract electronically and it must be signed by an individual who is authorised to bind your organisation.

- 7.4 Instructions on how to accept the contract will be included in the notification of tender outcome letter sent via the e-Tendering system.

## **SECTION 8: GENERAL RULES OF THIS PROCUREMENT PROCESS**

### **Introduction**

- 8.1 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 the ITT.
- 8.2 '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.
- 8.3 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**

- 8.4 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.
- 8.5 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.
- 8.6 The Applicant must submit a complete Tender (in accordance with paragraph 8.8) using the e-Tendering system at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.
- 8.7 A Tender comprising of a Response to the ITT 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
- 8.8 The Applicant must submit a complete Tender (an ITT Response) 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. Where an Applicant does not submit a complete Tender, their Tender will be rejected its entirety and there will be no right of appeal.
- 8.9 The Applicant may only submit one Tender (i.e. maximum of one response to the ITT). Where an Applicant submits more than one ITT Response, the LAA will assess only the last ITT Response submitted prior to the Deadline.
- 8.10 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.
- 8.11 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.
- 8.12 Subject to the LAA's right to clarify at paragraph 8.27, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 8.13 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.
- 8.14 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.
- 8.15 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.
- 8.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 8.17 By submitting a Tender the Applicant agrees to be bound by the Contract without further negotiation or amendment.
- 8.18 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 8.18, 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.
- 8.19 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 8.20 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.
- 8.20 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.
- 8.21 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**

- 8.22 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-2021> and notified to individual Applicants through a message on the e-Tendering system.
- 8.23 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with 8.22 before the Deadline may be rejected.

- 8.24 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.
- 8.25 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 8 will take precedence.
- 8.26 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**

- 8.27 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.
- 8.28 Where the LAA contacts the Applicant in circumstances outlined in 8.27, 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 ITT 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**

- 8.30 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.
- 8.31 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.

8.32 Paragraph 8.31 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**

- 8.33 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**

- 8.34 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 into 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.
- 8.35 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**

- 8.36 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 using the e-tendering message boards for this procurement process at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). 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.
- 8.37 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.
- 8.38 The LAA reserves the right to place additional contractual conditions on the award of a contract to an individual Applicant.
- 8.39 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**

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

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

- 8.42 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.
- 8.43 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.



- 8.44 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.
- 8.45 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.
- 8.46 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.
- 8.47 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.
- 8.48 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.
- 8.49 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, on a continuing basis, that:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Laws and shall not disclose, transfer or otherwise process Personal Data outside the UK without the prior written agreement of the LAA; and
  - (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.
- 8.50 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.
- 8.51 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.

- 8.52 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.
- 8.53 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.
- 8.54 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**

- 8.55 The information contained in this IFA is subject to Crown Copyright. Applicants may, subject to 8.56, 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>
- 8.56 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of HPCDS Services in England and Wales from 1 July 2021 Invitation To Tender Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

## ANNEX A: Scheme Guide

### Housing Possession Court Duty Scheme: Slough

This guide is designed to provide information on the Slough Scheme for HPCDS services from 1 July 2021. It provides information on the Scheme and the court covered.

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

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

<b>Court location covered by the Slough Scheme</b>	<b>Address</b>	<b>Contact details and Opening times</b>	<b>Parking Information</b>
Slough County Court and Family Court  County Court location code: 327	The Law Courts Windsor Road Slough SL1 2HE	Enquiries: Tel: 0118 987 0500 (9am to 5pm)  Email: <a href="mailto:enquiries.reading.countycourt@justice.gov.uk">enquiries.reading.countycourt@justice.gov.uk</a>  Court open: Monday to Friday 9am to 4pm  Counter service by prior appointment only.	There are limited public car parking facilities.

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

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

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

<b>Corresponding Housing and Debt Procurement Area</b>	<b>Local Authorities included in the Procurement Area</b>
Berkshire	Bracknell Forest Council Reading Borough Council Slough Borough Council West Berkshire Council Windsor and Maidenhead Borough Council Wokingham Borough Council

## HPCDS volumes in the Slough Scheme<sup>1</sup>

The tables below indicate historical data for the Slough HPCDS

Scheme	Acts of Assistance	
Slough	Jan – March 2020	11
	April – September 2020	0
	October – December 2020	7
	Jan – March 2021	20

Court	Time period	Total number of Listings <sup>2</sup>	Listing Information – Types of Hearing			
			Accelerated Landlord	Mortgage	Private Landlord	Social Landlord
Slough County Court and Family Court	Jan – March 2020	204	1	42	42	119
	April – Sept 2020	54		4	18	32
	October – December 2020	48		1	16	31

Court	Listing Days
Slough County Court and Family Court	Mondays

*All information relating to the volume and value of work included within the HPCDS Scheme Guide is based on information available to the LAA including information that has been reported by current Providers. This information should not be relied upon by prospective bidders. The LAA gives no guarantees or warranties regarding the accuracy of any information or regarding the actual volume or value of any HPCDS Contract Work during the contract period.*

*Volumes have been impacted by the coronavirus pandemic with the suspension of housing possession actions in the court between 27 March and 21 September 2020. For more information see the Annex to the [Mortgage and landlord possession statistics: October to December 2020](#)*

<sup>1</sup> Acts of assistance data is drawn from the Legal Aid Agency's internal Management Information. Listing information is taken from HMCTS court listing data available at [Mortgage and landlord possession statistics: October to December 2020 - GOV.UK \(www.gov.uk\)](#)

<sup>2</sup> Claims listed and warrants

ANNEX B: 2013 Standard Civil Contract, as amended



Legal Aid  
Agency

Central Commissioning

13th Floor (13.55)

102 Petty France, London SW1H 9AJ

DX 328 London

[www.gov.uk/government/organisations/legal-aid-agency](http://www.gov.uk/government/organisations/legal-aid-agency)

For attention of Contract Liaison Manager

Sent via email to:

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

2021

Our reference: HPCDS/

To whom it may concern,

**HPCDS CONTRACT OFFER FOR ACCEPTANCE: Offer of 2013 Standard Civil Contract (as amended) to provide Housing Possession Court Duty Scheme (HPCDS) Services from 1 July 2021 for contingency period**

We are writing further to our letter dated ***[date of award letter to be inserted when Contract issued for signature]***. In that letter we notified you of our intention to award you a 2013 Standard Civil Contract (as amended) to provide HPCDS Services from 1 July 2021. The award is further to the successful tender you submitted under the Legal Aid Agency procurement process which opened on 6 May 2021.

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

Accordingly, this letter (referred to as the “Offer Letter”) forms the Contract for Signature of your Contract. It contains the terms and conditions of your Contract. It also includes copies of the other Contract Documents which together comprise the Contract.

Please can you arrange for it to be signed electronically. An individual(s) who is authorised to bind your organisation must sign the contract extension offer.

Once you have signed the contract extension offer, an official at the LAA will then sign and date it on behalf of the Lord Chancellor.

An original completed copy will then be returned to you electronically for your records.

### **Interpretation**

References in this Offer Letter to:

- **Contract** means the 2013 Standard Civil Contract as amended by the terms of the Offer and which incorporates, within the Contract Documents, the HPCDS Schedule;
- **Contract Documents** means the documents which together comprise the Contract being the:
  - (a) Contract for Signature (including the Annex to the Contract for Signature);
  - (b) Standard Terms;
  - (c) HPCDS Schedule (HPCDS Contract Annex B);
  - (d) Category Specific Rules (HPCDS Annex A); and
  - (e) General Rules to the Specification.
- **Contract for Signature** means this Offer Letter and both of those terms have the same meaning;
- **Contract Period** means the period between 1 July 2021 and 30 September 2021<sup>3</sup>;
- **HPCDS Schedule** means the schedule setting out the Exclusive Schedule Arrangements for the HPCDS services you are authorised to and required to provide under Contract as incorporated as HPCDS Annex B to this Contract (and as may be subsequently varied under the provisions of the Contract);
- **HPCDS Services** shall have the same meaning as the “Service” as defined in Paragraph 10.16 of the 2013 Category Specific Rules at HPCDS Contract Annex A;

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<sup>3</sup> Or from the date on which you tendered to deliver this service.

- **Offer** means the offer to you on the terms and conditions as set out and/or referred to in this Offer Letter;
- **Scheme** means a Housing Court Possession Duty Scheme you are authorised and required to provide HPCDS Services in as set out in your HPCDS Schedule;
- **Second Run-off Contingency Extension Period** means any period from 00:00:00 hours on 1 October 2021 and ending on a date no later than 23:59:59 hours on 30 September 2022; and
- **Standard Terms** means the 2018 Standard Civil Contract Standard Terms.

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

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

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

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

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

## **Offer and agreement**

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

### **1. Contract Condition**

- 1.1 The Contract is offered and, on the date executed by you, comes into force on the condition that you enter into and continue to hold at all times a 2018 Standard Civil Contract in the Housing and Debt Categories of Work.

- 1.2 If you do not comply with the condition set out at Clause 1.1, this Contract will terminate automatically and you will not be authorised to carry out any Contract Work or new Contract Work, as applicable, under it.

## **2. Contract Period**

- 2.1 The Contract Start Date shall be 1 July 2021 (or the date from which you tendered to deliver this service) being the date from which you must provide the HPCDS Services in accordance with the terms and conditions of your Contract including but not limited to the HPCDS Schedule and any Rota Arrangements set out or referred to in Table 5 (Special Provisions and Restrictions) of your HPCDS Schedule.
- 2.2 The Contract will expire automatically at midnight on 30 September 2021 save where we have given you not less than one month's notice that we wish to extend it into the Second Run-off Contingency Extension Period.
- 2.3 Where we extend the term of the Contract into the Second Run-off Contingency Extension Period we may exercise our right under paragraph 2 on any number of occasions and for any period within the Second Run-off Contingency Extension Period provided that:
- on the occasion of each such extension, we give you not less than one month's notice;
  - the period of each such extension is not less than three months; and the expiry date of each such extension shall be no later than
  - 30 September 2022.

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

- 3.1 The 2018 Standard Civil Contract Standard Terms shall apply to the Contract in place of the 2013 Standard Civil Contract Standard Terms:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/727289/2018\\_Standard\\_Civil\\_Contract\\_Standard\\_Terms\\_July\\_2018\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727289/2018_Standard_Civil_Contract_Standard_Terms_July_2018_.pdf)
- 3.2 The General Rules to the 2018 Standard Civil Contract Specification shall apply to the Contract in place of the General Rules to the 2013 Standard Civil Contract Specification:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/727153/2018\\_Standard\\_Civil\\_Contract\\_Specification\\_on\\_General\\_Provisions\\_July\\_2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727153/2018_Standard_Civil_Contract_Specification_on_General_Provisions_July_2018.pdf)
- 3.3 To allow for the fact that the Contract only covers Contract Work within the scope of your HPCDS Schedule, the Category Specific Rules shall apply to your Contract in place of the Category Specific Rules which apply to the 2013 Standard Civil Contract:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/920212/HPCDS\\_Contract\\_-\\_2013\\_SCC\\_Annex\\_A\\_and\\_B\\_-\\_Category\\_Specific\\_Rules\\_-\\_20th\\_September\\_2020.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/920212/HPCDS_Contract_-_2013_SCC_Annex_A_and_B_-_Category_Specific_Rules_-_20th_September_2020.pdf)



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

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

*[List or state "None"]*

#### **5. Annex**

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

#### **6. General**

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

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

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

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

7.1 Where you wish to accept the Offer, you must do so by **23:59:59 on [X] June 2021**.

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

[civil.contracts@justice.gov.uk](mailto:civil.contracts@justice.gov.uk)

Yours faithfully,

Jane Harbottle

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

**Enclosed:**

**Annex to the Contract for Signature**

**HPCDS Contract Annex A: HPCDS Schedule**

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**OFFER ACCEPTANCE FORM  
TO BE COMPLETED BY 23:59:59 ON XX June 2021**

**I, being duly authorised to act for and on behalf of [name of provider]**  
**ACCEPT** the terms of the Offer of a 2013 Standard Civil Contract (as amended) to provide the HPCDS Services under a HPCDS Schedule as set out in the Legal Aid Agency's Offer Letter dated [X] June 2021.

Signed by \_\_\_\_\_ Date \_\_\_\_\_

**Signed by an authorised signatory for and behalf of the Legal Aid Agency**

Name (in  
Capitals) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

*By signing above, you acknowledge and agree to be bound by the terms and conditions of the Offer and the terms and conditions of the HPCDS Schedule as varied by the Offer.*

*This Offer may only be signed by a person who has the capacity to act on behalf of the above-named provider and who has been duly authorised to accept and bind that provider to the terms of the Offer. If you are a partnership, an appropriate partner must sign. If you are a sole practitioner solicitor, the sole practitioner (principal) must sign. If you are a company, an appropriate director must sign. If you are a limited liability partnership, an appropriate designated member must sign. If you are an unincorporated charity, two appropriate trustees must sign.*

### Annex to the Contract for Signature

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

#### A. Schedules

Your Schedule(s) are as follows:

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

#### B Contact Details

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

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

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

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

Fax number:	01264 341908
E-mail address:	<a href="mailto:civil.contracts@legalaid.gsi.gov.uk">civil.contracts@legalaid.gsi.gov.uk</a>

DX number:	DX 328 London
Postal address:	The Legal Aid Agency 102 Petty France, London, SW1H 9AJ

**C Quality Standard**

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

**HPCDS Contract Annex A: HPCDS Schedule**

2013 Standard Civil Contract

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

**Contract Number**

**Housing Possession Court Duty Scheme:**

**Office Schedule Number<sup>4</sup>:**

**Schedule Amendment Notice Number:**

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

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

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

<b>TABLE 3 – SCHEDULE PAYMENT LIMIT</b>
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<sup>4</sup> This office schedule is the account through which you must claim for services delivered through this HPCDS schedule.

Your Schedule Payment Limit is <sup>5</sup>	£0 (inclusive of VAT where applicable)
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TABLE 4 – DELEGATION OF THE SERVICE
<p>Where applicable, you are authorised to delegate provision of the service to Agents for the purposes of delivering the scheme in the court(s) listed in Table 2. You must ensure that Advisors who act as your agents are appropriate advisors as defined in paragraph 10.33 of the Category Specific Rules to the Specification i.e. they undertake a minimum 12 hours a week of specialist housing advice.</p> <p>In using Agents you must follow the rules set out in paragraphs 2.5 and 2.6 of the General Rules to the Specification. As the delegation, will, of necessity be of the entire Matter because the Scheme covers one off advice at Court the conditions in paragraphs 2.6 a) to f) of the General Rules to the Specification must be satisfied. However, for work delivered under this schedule only, we will dis-apply clause 2.6 b of those provisions) (“the Agent works solely or mainly for you.”).</p>

TABLE 5 – SPECIAL PROVISIONS AND RESTRICTIONS
<p>This Schedule (and the Contract itself which it forms part of) is dependent on your organisation continuing to hold a 2018 Standard Civil Contract with authorisation to undertake mainstream Housing and Debt Services.</p> <p>It is a condition of your Contract that you must deliver at all sessions listed for the Scheme(s) included in this Schedule on and after 1 July 2021.</p> <p>Your organisation must deliver the Housing Possession Court Duty Scheme service in accordance with the award made under your Contract and as committed to in any selection criteria responses given by your organisation in your tender.</p>

<p><b>Signed for and on behalf of the Lord Chancellor (electronically or by hand) by:</b></p> <p><b>Name of signatory:</b> ... Jane Harbottle..... <b>[Print Name]</b></p> <p><b>Status of signatory:</b> ... Chief Executive..... <b>[Print Status]</b></p> <p><i>This schedule is valid only if it is signed by a person authorised by the Lord Chancellor.</i></p>
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<sup>5</sup> The SPL is based on the total allocated acts of assistance. Your monthly payment will depend on the work you have undertaken in the previous month.

## ANNEX C: HPCDS ITT

### Section A: Organisation and contact details

The information requested in question A.1 and A.2 is non-assessed but may be used in the verification of the Applicant's Tender. Answers to question A.3 will undergo the SQ check as set out at 6.2 – 6.4 of the IFA.		
	Question	Options
A.1	Full name of Applicant	Text
A.2.i	Contact name for the purposes of this procurement process	Text
A.2.ii	Contact telephone number for the purposes of this procurement process	Text
<b>Note</b>	<b>To be eligible to bid, Applicants must hold a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law. Applicants will therefore have submitted an SQ response under a previous procurement process.</b>	
A.3	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 8.27 of the IFA the LAA will seek to clarify the Applicant's Tender if they answer "Yes" to question A.3	Options list: Yes No

### Section B: Office Location

The LAA will give preference to those organisations who hold a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the corresponding Housing and Debt Procurement Area of Berkshire.		
As set out at paragraph 6.5 the LAA will check its own records to confirm that the Applicant's nominated Office is in the corresponding Procurement Area and has authorisation in the Housing and Debt Categories of Law. Where the LAA's records do not confirm that the Applicant has an Office in the corresponding Procurement Area which has authorisation in the Housing and Debt Categories of Law, the Applicant will receive 0 points for this question.		
	Question	Options

B.1	Is the Office from which you are bidding to deliver HPCDS Contract work for the Scheme located in the corresponding Housing & Debt Procurement Area of Berkshire?	<b>Yes – 3 points</b> <b>No – 0 points</b>
B.2	Please provide the: <ul style="list-style-type: none"> <li>• Address</li> <li>• Postcode</li> <li>• LAA Account Number</li> </ul> for this Office	Text

### Section C- HPCDS experience

Preference will be given to Applicants who are current HPCDS providers.

As set out at paragraph 6.8 the LAA will check its own records to confirm that the Applicant is a current HPCDS provider. Applicants should note that points will not be awarded where the Applicant acts as an agent for a contracted HPCDS provider. Where the LAA's records do not confirm that the Applicant holds an Exclusive Schedule to deliver HPCDS services, the Applicant will receive 0 points for this question.

	<b>Question</b>	<b>Options</b>
C.1	Are you a current HPCDS provider?	<b>Yes - 3 points</b> <b>No - 0 points</b>

### Section D – Ability to commence work on 1 July 2021

The LAA will give preference to those organisations who are able to commence the delivery of HPCDS services from 1 July 2021.

Where an Applicant does not confirm they are able to commence delivery of HPCDS services from 1 July 2021, the Applicant will receive 0 points for this question.

	<b>Question</b>	<b>Options</b>
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D.1	Are you able to commence the delivery of HPCDS services from 1 July 2021?	<b>Yes – 2 points</b>  <b>No– 0 points answer D.2</b>
D.2	Where you are unable to commence the delivery of HPCDS services from 1 July 2021 please confirm the date on which you are able to commence the delivery of HPCDS services.	<b>Text (Non-Assessed question)</b>

### Section E: Agents

Applicants are asked to confirm whether they will use Agents in delivering the HPCDS. No points are awarded for this question. Applicants should refer to paragraphs 1.20 – 1.22 of the IFA for further information on using Agents in the delivery of HPCDS services.		
	<b>Question</b>	<b>Options</b>
E.1	Will Agents be used in the delivery of this Scheme?	Yes – will use Agents  No - will not use Agents

### Section F – Verification information

<b>Note</b>	<b>In accordance with paragraphs 4.19 and 6.15 – 6.18 of the IFA, Applicants must submit a compliant Supervisor Declaration Form and Authorised Litigator name and roll number with their ITT Response.</b>	
	<b>Question</b>	<b>Response Type</b>
F.1	The Applicant must employ at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law.  Please provide at least one compliant Supervisor Declaration Form for each Supervisor in the Housing & Debt Category of Law.	Attachment

	As set out at paragraph 2.26 of the Face to Face Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each  The Supervisor Declaration Form template is available to download from: <a href="https://www.gov.uk/government/publications/standard-civil-contract-2018">https://www.gov.uk/government/publications/standard-civil-contract-2018</a> .	
F.2	Please provide the Authorised Litigator's name and roll number	Text

### Section G: Tie Break

Where more than one Applicant is tied following Stages 1- 4 of the tender assessment process outlined in section 6, meaning the LAA is unable to select the one Applicant to be awarded a Contract in an individual Scheme the LAA will consider the tied Applicants' responses to the two Tie Break questions set out below and award the Contract to the Applicant that achieves the highest scores for the Tie Break.

The LAA will give preference to organisations that can provide a credible plan that gives greater confidence they can deliver this scheme along with the other scheme(s) they deliver.		
<b>Question G.1: Scheme Delivery</b>	<b>Assessment</b>	<b>Points available</b>
In the text boxes provided please outline how you will deliver the services for this scheme (based on the information available at time of tender) along with the other scheme(s) you may deliver.  Please include how you will manage and resource this scheme as well as these other scheme(s).	<b>The answer should include:</b> <ul style="list-style-type: none"> <li>• Details to show that the numbers of Caseworkers and Supervisors that will deliver the Contract Work are sufficient and the dates from which each will be able to commence the delivery of advice.</li> <li>• How you will ensure that there are sufficient Caseworkers and Supervisors available to deliver this scheme alongside other schemes(s) you may deliver</li> <li>• How you will deploy Supervisors to support Caseworkers where multiple courts are operational within the scheme</li> <li>• How you will ensure you have enough suitable equipment/technology to be able to provide services remotely (where</li> </ul>	5

	<p>required), particularly where multiple courts are in operation within the scheme</p> <ul style="list-style-type: none"> <li>• How the Applicant will organise the delivery of services where Agents are used, including the arrangements are in place to ensure their availability to deliver the Contract Work is secured.</li> </ul> <p><b>Extra points may be awarded where an Applicant is able to demonstrate:</b></p> <ul style="list-style-type: none"> <li>• A flexible staffing approach including capacity to effectively meet increases in staffing requirements at short notice</li> <li>• Evidence of any contingency arrangements that would ensure consistent delivery of the service</li> <li>• Details of how the Applicant would deal with any emergency warrants</li> </ul>	
<p><b>Question G.2: Follow up Work</b></p>	<p><b>Assessment</b></p>	<p><b>Points available</b></p>
<p>Please use the text boxes provided to describe how will you ensure clients receive suitable follow on assistance. This includes:</p> <ul style="list-style-type: none"> <li>- Your approach for ensuring that Clients can access follow on legal aid services via a Face to Face Housing and Debt Contract, either directly by you or by an alternative legal aid provider; and</li> <li>- How you will work with, and manage referrals to, local third sector organisations to provide additional help and support to Clients where appropriate.</li> </ul>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>• Details of how the Applicant will deliver follow on work to Clients through their own Face to Face Housing and Debt Contract or through referrals to other legal aid providers.</li> <li>• Details of how the Applicant will identify where a Client might benefit from additional services provided by local third sector organisations.</li> <li>• Details of the process for referring Clients to local third sector organisations for assistance, where appropriate.</li> <li>• Where the Applicant is delivering HPCDS services remotely how it will ensure clients can access provision that is local to them</li> </ul>	<p>5</p>

<p>Please include how this will work where you are delivering the HPCDS services remotely.</p>	<p><b>Extra points may be awarded where an Applicant is able to demonstrate:</b></p> <ul style="list-style-type: none"> <li>• The Applicant has significant internal capacity to provide follow on Housing and Debt legal aid work in the local area and/or strong links with other local Housing and Debt providers with a Face to Face Housing and Debt Contract who can accept referrals.</li> <li>• A strong understanding of and access to the available local services provided by third sector organisations which can provide additional help to Clients.</li> <li>• Either strong existing links or an effective plan to build strong links with local third sector organisations, which will support effective referrals of Clients.</li> </ul>	
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## Section H: Warranties and Declaration

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

### Declaration

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

- i. holds a 2018 Standard Civil Contract with Schedule Authorisation to conduct Contract Work in the Housing and Debt Categories; and
- ii. the Applicant will be able and willing to advise on all HPCDS Cases (as required) listed by a court within the Scheme, to include delivery of HPCDS services both remotely and face to face at court, as required; and

- iii. the Applicant employs, from the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the Contract Work in the relevant Scheme; and
- iv. the Applicant will have access to an Authorised Litigator; and
- v. all Caseworkers delivering HPCDS Contract Work will:
  - i. be competent and suitably experienced; and
  - ii. routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and
  - iii. be authorised to advise and represent Clients in relation to housing possession proceedings.

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

- the Compliance Officer for Legal Practice (COLP) where the Applicant is authorised by the Solicitor 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 Applicant is authorised by the Chartered Institute of Legal Executives (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 Tender are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a HPCDS Contract. I understand that the LAA may conduct verification checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

	<b>Question</b>	<b>Response Type</b>
H.1	Name of the individual making declaration on behalf of the Applicant	Free text
H.2	Status within the Applicant organisation	Option List: i) COLP

		ii) HOLP iii) CM iv) Key Personnel
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## ANNEX D: GLOSSARY OF DEFINED TERMS

Term	Description
Act of Assistance	An occasion on which a Provider delivers Contract Work to a Client in accordance with the requirements of the Specification and the HPCDS Contract
Agent	An individual or organisation (other than counsel) engaged by you to undertake Contract Work in accordance with the provisions of the HPCDS Contract
Applicant	A single legal entity (including an individual) Tendering to deliver the advertised services.
Authorised Litigator	An individual who conducts litigation services as an authorised person in accordance with the Legal Services Act 2007
Bar Standards Board/BSB	Bar Standards Board; a Relevant Professional Body
Case	An Act of Assistance carried out by a Provider on behalf of a Client under the Scheme.
Caseworker	An individual who is employed by the Applicant and who must be <ul style="list-style-type: none"> <li>- be competent and suitably experienced; and</li> <li>- routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and</li> <li>- be authorised to advise and represent Clients in relation to housing possession proceedings.</li> </ul>
Category, Categories or Categories of Law	The category or categories of law, which are publicly funded legal services being tendered for and listed in this IFA, the definitions of which are set out in the Category Definitions 2018
Category Definitions 2018	The document published on the LAA's website that outlines the Categories of Work that apply to this Specification, which is incorporated into this Contract.
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Civil Contract	The 2018 Standard Civil Contract
Client	An individual whom the Legal Aid Agency Director (or a person authorised by the Director) or the court has determined qualifies for the receipt of Contract Work
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA.
Contract Documents	The documents listed at paragraph 1.9 of the IFA in relation to the HPCDS Contract.
Contract Management	A department within the LAA, responsible for managing relationships with Providers and their performance under the contract.
Contract Manager	An individual employed with LAA's Contract Management department with responsibility for managing relationships with Providers.
Contact Period	Has the meaning given in the Contract for Signature

Contract Specification	Services that may be performed for clients as specified in the Schedule(s) and the Specification under or by virtue of the Civil Contracts covered by this procurement process.
Contract Start Date	The date from which the Provider must deliver the HPCDS Contract Work, being from 1 July 2021
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
Court	One or more courts as specified in your Schedule or where applicable, any additional venue(s) that we and/or Her Majesty's Courts and Tribunals Service (HMCTS) may specify from time to time, which hears Acts of Assistance covered by the Scheme and which you are required to attend in order to provide Acts of Assistance in accordance with the requirements of the Contract.
Crown Copyright	As defined under section 163 of the Copyright, Designs and Patents Act 1988
Data Protection Laws	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time
Data Subject	As defined in the GDPR
Deadline	The deadline to submit a Tender under this process which is 5pm, 7 June 2021
Disclosure and Barring Services	The Government's Disclosure and Barring Services responsible for processing requests for criminal records checks (DBS checks)
e-Tendering system	The LAA's secure internet site at <a href="http://www.legalaid.bravosolution.co.uk">www.legalaid.bravosolution.co.uk</a> through which Tenders and the procurement process as a whole are managed.
Exclusive Schedule	The document of that name incorporated within a HPCDS Contract which includes an authority for a Provider to perform Contract Work in a Scheme.
Executive Agency	A body tasked with carrying out executive functions within government
Face to Face Contract	The 2018 Standard Civil Contract
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'.
Full Time Equivalent (FTE)	<p>The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example the following working pattern would represent a Full Time Equivalent:</p> <ul style="list-style-type: none"> <li>- Person A – 20 hours per week</li> <li>- Person B - 10 hours per week</li> <li>- Person C – 5 hours per week</li> </ul> <p>One FTE is based on a 35 hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week</p>
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the



	processing of personal data and on the free movement of such data (General Data Protection Regulation)
HMCTS	Her Majesty's Court and Tribunal Service
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Housing and Debt	As set out in the 'Category Definitions 2018' guide published on our website
Housing and Debt Contract Work	Services to be delivered under a legal aid contract in accordance with the requirements of the Contract
Housing Possession Court Duty Scheme, or Scheme, or HPCDS, or HPCDS services	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract.
HPCDS Contract	The agreement between a Provider and the LAA known as the 2013 Housing Possession Court Duty Scheme Contract, as amended, which consists of the Contract Documents and which will be awarded to successful Applicant under this procurement process.
HPCDS Contract Work	HPCDS contract work undertaken in accordance with the 2013 Standard Civil Contract (as amended).
Individual Bid	A bid for HPCDS Contract Work for a particular Scheme.
Information for Applicants ("IFA")	This Information for Applicants document (in its entirety)
HPCDS Invitation to Tender (HPCDS ITT)	The Scheme ITTs for the HPCDS Contract.
ITT Response	An Applicant's response to an ITT as part of this procurement process
Key Personnel	Any individual who has, or is held out as having either expressly or impliedly, or exercises, (or will have, be held out as having or exercising by the Contract Start Date) powers of representation, decision, veto, influence or control in relation to an Applicant including partners, directors, trustees and other senior managers and employees of the Applicant. Where a trust or company would satisfy the above in relation to an Applicant, any individual who has the right to exercise significant influence or control over the activities of that trust or company.
LAA Account Number	The unique reference assigned to each provider Office from which legal aid work is undertaken
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice that from 1 April 2013 has been responsible for the administration of legal aid (including this procurement process)
Legal Competence Standards	As detailed in the relevant Category Specification
Lexcel Practice Management standard ("Lexcel")	The Law Society's legal practice quality mark, which is a relevant Quality Standard
Lexcel Certificate	Certification evidencing that an entity holds the Lexcel Quality Standard
Matter Start	A Controlled Work case as defined at Section 1 of the Face to Face Contract Specification and Section 1 of the HPCDS Contract Specification
Minimum Requirements	The requirements set out in paragraph 2.5 of the IFA

Minister	A member of the House of commons or House of Lords who is chosen by the Prime Minister to be responsible for the actions of their departments
Offer Letter	The document which contains the terms and conditions of the contract and which forms the contract for signature. Where a HPCDS contract is being awarded this will include amendments to 2013 Standard Civil Contract and changes the contract period and order of precedence of contract docs and provides the mechanism for execution of the Contract.
Office	As defined at paragraph 2.32 of the 2018 Standard Civil Contract General Specification
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.
Personal Data	As defined in the UK GDPR
Processing	As defined in the UK GDPR
Processor	As defined in the UK GDPR
Relevant Professional Body	The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to.  For the avoidance of doubt this includes any relevant approved regulator for the purposes of the Legal Services Act 2007
Remuneration Regulations	The Civil Legal Aid (Remuneration) Regulations 2013
Response	An Applicant's response to an ITT as part of this procurement process
Schedule	A Contract document issued by the LAA as specified in the 2018 Standard Civil Contract
Scheme	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract
Session	As defined at 1.16 of this IFA
Solicitors Regulation Authority or SRA	Solicitors Regulation Authority; a Relevant Professional Body
Specification	The 2013 Standard Civil Contract Specification, as amended, which sets out the nature of the Contract Work to be delivered.
SQM Audit Provider	The SQM Delivery Partnership or Recognising Excellence Limited
SQM Certificate	Certification issued by the SQM Audit Provider evidencing that an entity holds the SQM Quality Standard
SQM Delivery Partnership	The body which, prior to 1 April 2017 was the SQM Audit Provider
SQ Response	The response you submitted in respect of the Selection Questionnaire for the last procurement process you completed
Standard Terms	The contractual document which governs the commercial relationship between the Legal Aid Agency and providers
Tender	An Applicant's complete response to this procurement process. This must consist of one or more HPCDS ITT Response(s)
Tie Break	Method that will be used to distinguish between bids in the event that more than one bid is tied following the assessment process.
UK GDPR	The General Data Protection 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 (United Kingdom General Data Protection

	Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EU (Withdrawal) Act 2018.
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