



**Procurement of Housing and Debt Services and HPCDS Services in England
and Wales from December 2022
Invitation To Tender Information for Applicants**

Introduction

The Legal Aid Agency (“**LAA**”) has identified the need to increase access to legal aid Housing and Debt Services in specific Housing and Debt Procurement areas and for specific Housing Possession Court Duty Schemes (“**HPCDS**”). Accordingly, it is inviting Applicants to submit a Tender to deliver:

a) Housing and Debt services in:

- City of Kingston upon Hull
- Cheshire
- Shropshire
- South Tyneside
- Staffordshire
- Wigan

b) The following HPCDS:

- Basildon
- Crewe
- Hull
- Medway and Maidstone
- Stafford
- Walsall

Applicants may bid for Housing and Debt Contract Work and/or HPCDS Contract Work through this procurement process. They are not obliged to bid for both Housing and Debt and HPCDS although they should note that to be eligible to bid for an HPCDS Contract, organisations must hold, or successfully bid for as part of this procurement process, a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law.

Housing and Debt

The LAA is seeking to award 2018 Standard Civil Contracts (also referred to in this document as a “**Face to Face Contract**”) in the Housing and Debt Categories of Law in the above Procurement Areas to any Applicant who meets the generic minimum

requirements (set out in paragraph 2.7) and the Housing and Debt minimum requirements of:

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

Applicants do not need to be a current legal aid provider to submit a tender, enabling organisations new to legal aid to bid to deliver this work.

There is no limit to the number of Face to Face Contracts in the Housing and Debt Category of Law that may be awarded.

HPCDS

The LAA is seeking to award an Exclusive Schedule under a 2013 Standard Civil Contract (as amended) ("**HPCDS Contract**") to deliver the above HPCDS.

The LAA is seeking to award **one** contract to deliver each HPCDS. Where applicants remain tied following assessment of the tie break then the LAA may award more than one contract to deliver a HPCDS, with the successful applicants delivering the HPCDS on a rota.

To be eligible to bid for an HPCDS Contract organisations must hold, or successfully bid for as part of this procurement process, a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law, at the Office from which they are tendering, which meets the definition of a Permanent or Part Time Presence.

The LAA will give preference to Applicants who:

- have recent and relevant experience of delivering HPCDS services; and
- have an Office which meets either the Part Time or Permanent Presence requirements in the corresponding Housing and Debt Procurement Area; and
- are able to deliver HPCDS Contract Work from 1 December 2022.

Applicants that cannot start delivering HPCDS services from this date but would otherwise be interested in delivering HPCDS services can still bid but will receive fewer points where the preference criteria are applied (see Section 6).

As most courts are utilising both face to face and remote methods to hear cases to a varying extent during the Covid-19 recovery period, 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.

HPCDS Contract

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 F).

Where an Applicant who does not currently hold a 2018 Standard Civil Contract with authorisation to deliver Housing and Debt Contract Work successfully tenders for a HPCDS Contract, any HPCDS Contract award is contingent on the Applicant being awarded a 2018 Standard Civil Contract with authorisation to deliver Housing and Debt Contract Work through this procurement process.

For the avoidance of doubt, if an Applicant's Tender to deliver Housing and Debt Contract Work is unsuccessful or verification is not completed, the LAA will withdraw the HPCDS Contract offer.

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| The Deadline for submitting Tenders is 12pm noon on 7 November 2022 ("Deadline") |
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All Applicants submitting a Tender must submit a response to:

- I. the Selection Questionnaire ("**SQ**" or "**SQ Response**");
plus a response to:
- II. the Housing and Debt Invitation to Tender (ITT) ("**Housing and Debt ITT Response**"); and/or
- III. the HPCDS ITT ("**HPCDS ITT Response**").

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

A Tender consists of a response to the SQ and either a Housing and Debt ITT Response and/or a HPCDS ITT Response.

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

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

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

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

Timetable

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

| <i>Activity</i> | <i>Timescale</i> |
|---|----------------------------------|
| Procurement process opens | 17 October 2022 |
| Deadline for questions about this IFA | 23.59 on 24 October 2022 |
| ‘Frequently Asked Questions’ document published (if required) | Week commencing 24 October 2022 |
| Deadline for submission of Tenders | 12pm noon on 7 November 2022 |
| Outcome of Tenders notified to Applicants | Week commencing 14 November 2022 |
| Deadline to submit compliant verification information | 23.59 on 21 November 2022 |
| Contract Start Date | 1 December 2022 |

Due to the urgent need for contracts to be in place to allow services to commence, the timescale from launch to the deadline for submission of tenders has been set at 21 days.

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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 **12pm on 7 November 2022**. All Tenders must be completed and submitted using the eTendering 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 Through this procurement process the LAA is offering HPCDS Contracts and 2018 Standard Civil Contracts with authorisation in Housing and Debt. Applicants are not obliged to bid for both HPCDS Contracts and Housing and Debt Contracts. However, Applicants should note that to be eligible to bid for a HPCDS Contract they must either already hold a Housing and Debt Contract or be successfully awarded a Contract through this procurement process at the Office(s) from which they are bidding.

HPCDS

- 1.4 The LAA intends to offer one contract for each of the following HPCDS:
 - Basildon
 - Crewe
 - Hull
 - Medway and Maidstone
 - Stafford
 - Walsall

However, where Applicants remain tied following assessment of the tie break set out at paragraph 6.39 - 6.40, then the LAA may award more than one contract to deliver that specific HPCDS, with the successful applicants delivering services on a rota.

- 1.5 Each HPCDS will commence on 1 December (or the date on which Applicants bid to commence the delivery) and run until 29 April 2023.
- 1.6 A Tender to deliver Contract Work in a specific Scheme under a HPCDS ITT is known as an "HPCDS Individual Bid".

1.7 The successful Applicant will be awarded the following full year allocation, pro-rated for the period from the contract start date to 29 April 2023:

| Scheme | Acts of Assistance | % buffer | Total |
|-----------------------------|---------------------------|-----------------|--------------|
| Basildon | 322 | 32 | 354 |
| Crewe | 93 | 9 | 102 |
| Hull | 272 | 27 | 299 |
| Medway and Maidstone | 406 | 41 | 447 |
| Stafford | 210 | 21 | 231 |
| Walsall | 350 | 35 | 385 |

1.8 The Scheme Guides at Annex C provide historical data on Acts of Assistance and listing volumes. 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: July to September 2021 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/statistics/mortgage-and-landlord-possession-statistics-july-to-september-2021)

Housing and Debt

1.9 The LAA will award Face to Face Contracts to deliver face to face legal advice and representation in the Housing and Debt Categories of Law in the following Procurement Areas:

- City of Kingston upon Hull
- Cheshire
- Shropshire
- Staffordshire
- South Tyneside
- Wigan

1.10 The LAA is looking for Applicants who can start delivering Contact Work as quickly as possible. Applicants will be required to state in their Tender when they

can start delivering Contract Work from each Office from which they are bidding. Contracts will run until 31 August 2024 (subject to the LAA's rights of early termination).

1.11 Applicants should refer to the Category Definitions 2018 for detail on the scope of work included in the Housing and Debt Categories of Law.

1.12 There is no limit to the number of Face to Face Contracts that may be awarded. Organisations that meet the LAA's minimum requirements to hold a Face to Face Contract (the SQ requirements) and who can meet the relevant general and Category-specific requirements set out in this IFA will be awarded a Face to Face Contract.

Who can bid?

1.13 Any organisation who meets the minimum contract requirements may tender to deliver HPCDS and/or Housing and Debt face to face Services.

Housing and Debt

1.14 The minimum requirements to hold a 2018 Standard Civil Contract with authorisation in Housing and Debt are set out in paragraphs 2.7 – 2.34.

1.15 For the award of Contracts in the Procurement Areas listed at paragraph 1.9 only the LAA will vary the presence requirements. Applicants will therefore be required to have an Office in the Procurement Area that is either a Permanent Presence or a Part Time Presence.

HPCDS

1.16 To be eligible to bid for a HPCDS contract organisations must, at the Office from which they are tendering:

- hold a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law; or
- apply through this procurement process and subsequently be awarded authorisation in the Housing and Debt Categories of Law under a 2018 Standard Civil Contract.

1.17 The minimum requirements to hold a HPCDS contract are set out at paragraph 2.6.

1.18 The LAA will not accept subcontracting or consortia arrangements but the use of Agents is permitted in certain circumstances set out in paragraphs 1.29 -1.31.

About the HPCDS Contract

- 1.19 The LAA is seeking to award a HPCDS Contract for each of the Schemes listed in paragraph 1.4 to Applicants who can commence service delivery from 1 December 2022. The Contract Period runs until 29 April 2023 (subject to the LAA's rights of early termination).
- 1.20 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, (as amended), which governs how HPCDS Contract Work must be delivered. This is comprised of the General Rules to the 2018 Standard Civil Contract Specification (sections 1-6) and the Category Specific Rules of the 2013 Standard Civil Contract (section 10 HPCDS only) as amended to relate solely to HPCDS Contract Work; and
 - The 2018 Standard Civil Contract Standard Terms.

Payment for HPCDS Contract Work

- 1.21 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.
- 1.22 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.
- 1.23 The LAA will pay Providers for HPCDS Controlled Work properly carried out in accordance with the Contract through a standard fee scheme. The rates payable are those which apply to the 2013 Standard Civil Contract. They are set out in the Remuneration Regulations in Schedule 1 at Table 6. This is available at <https://www.legislation.gov.uk/ukxi/2013/422/schedule/1/made>
- 1.24 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 both 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.

- 1.25 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

- 1.26 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).
- 1.27 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

- 1.28 The rules regarding Matter Start boundaries are set out in paragraphs 10.24 – 10.25 of the Category Specific Rules to the 2013 Standard Civil Contract Specification (as amended).

Using Agents

- 1.29 For the purposes of the HPCDS, an Agent is an individual caseworker not employed by the Provider used in the provision of the scheme.
- 1.30 Applicants intending to use Agents should familiarise themselves with the relevant clauses in the 2018 Standard Civil Contract on using Agents. In particular as the delegation, will, of necessity be of the entire Act of Assistance, because HPCDS cover one-off advice at Court, the conditions in paragraph 2.5 of the General Rules to the 2018 Standard Civil Contract Specification must be satisfied. This means that:
- a) The Agent’s work is subject to the Provider’s supervision;
 - b) The Agent is integrated into the Provider’s processes, including Data Protection and Equal Opportunities, and is shown in your management structure;
 - c) The Agent’s work is covered by the Provider’s insurance;
 - d) The Provider retains responsibility for each Act of Assistance or case undertaken by the Agent; and
 - e) Matters and cases undertaken by the Agent are not referred to a separate organisation.
- 1.31 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

- 1.32 The HPCDS Service offers “on-the-day” emergency face to face advice and advocacy in court 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.
- 1.33 Since the 20th September 2020 each possession case has had 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.
- 1.34 The Scheme covers the following types of proceedings at court:
- (a) private rented possession proceedings;
 - (b) public/registered social landlord rented possession proceedings;
 - (c) mortgage possession proceedings;
 - (d) applications to stay/suspend execution of warrants of possession; and
 - (e) Clients with charging orders relating to property whereby the Client is at immediate risk of losing their home through a forced sale.
- 1.35 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.

- 1.36 Under the HPCDS Contract, Providers or their Agents must advise, as required, on all HPCDS Cases that arise at the courts listed in their HPCDS Contract. The scope of Contract Work is defined in the HPCDS Contract Specification.
- 1.37 Applicants should read the HPCDS Contract in its entirety for further details about HPCDS Contract Work. This can be found at <https://www.gov.uk/government/publications/standard-civil-contract-housing-possession-court-duty-scheme-2013>

About the Housing and Debt Face to Face Contract

- 1.38 The Face to Face Contract will start on 1 December 2022 (the Contract Start Date) (or the date on which the Applicant states they can start delivering services in their bid) and will run until 31 August 2024 (subject to the LAA's rights of early termination).
- 1.39 Each Face to Face Contract consists of and is formed by the following parts:
- Contract for Signature;
 - 2018 Standard Terms (applicable to all contracts irrespective of the specific services to be provided);
 - Specification (governs how work must be delivered and includes the key performance indicators that Providers must meet. There are two parts to the Specification – the General Specification which applies to all services under the Face to Face Contract, except Family Mediation, and the Category Specific Specifications which apply to individual Categories);
 - Schedules (set out the Categories of Law a Provider is authorised to undertake work in, the volume of work and any bespoke terms relevant to the delivery of Services at a particular Office location); and
 - Category Definitions (set out the scope of work permitted in each Category of Law).
- 1.40 Face to Face Contract documentation, is available on the LAA's website: <https://www.gov.uk/government/publications/standard-civil-contract-2018>.
- 1.41 Please note that the Contract for Signature for successful Applicants who do not currently hold a 2018 Standard Civil Contract will be amended so that recital A refers to the date on which this IFA was published and, at Clause 2.1, the Contract Start Date will be expressed as being the date on which the Applicant states they can start delivering services in their bid and the Contract Period defined as the period from the Contract Start Date to 31 August 2024.
- 1.42 Applicants may be party to no more than one 2018 Standard Civil Contract. Therefore, if an Applicant who already holds a 2018 Standard Civil Contract successfully bids for Contract Work available through this procurement process the award of Contract Work will be made through their existing 2018 Standard

Civil Contract, either through a new Schedule or through an amendment to an existing Schedule.

1.43 Under the 2018 Standard Civil Contract organisations have one or more Schedules (i.e. one Schedule for each Office). Each Schedule details the Contract Work (including Categories of Law and Matter Start allocations) authorised at the Office. Where an Applicant has tendered through this procurement process from an Office for which they already have a Schedule, Contract Work awarded through this procurement process will be added to their Contract through an amendment to that existing Schedule. Where an Applicant has tendered through this procurement process from an Office for which they don't already have a Schedule, a new Schedule for that Office will be added to their 2018 Standard Civil Contract. Where an Applicant has tendered from an Office which meets the definition of a Part Time Presence, their Schedule will be amended to reflect this.

1.44 Housing and Debt Contract Work is divided into two broad areas:

- Controlled Work: generally basic levels of advice and assistance prior to issue of proceedings; and
- Licensed Work: generally representation – issue and conduct of proceedings and advocacy.

1.45 Controlled Work cases are known as 'Matters' or 'Matter Starts'. Controlled Work permits Providers with available Matter Starts to assist clients directly without prior authority from the LAA.

1.46 There is no limit to the volume of Licensed Work that a Provider may undertake. However, funding applications must be submitted to the LAA for each Licensed Work case.

1.47 Whilst the LAA may allocate a certain volume of Matter Starts to Providers, no guarantee is provided in relation to the volume or value of work which individual Providers will receive/be paid for under any Face to Face Contract. Services are provided under open market conditions and clients are free to choose from those Providers holding a Face to Face Contract.

Payment

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

About Housing and Debt Face to Face Contract Work

1.49 Contract Work is delivered at individual Offices. An Applicant must detail in its Tender the Contract Work that it is tendering to deliver from each Office. A

Tender to deliver Contract Work in the Housing and Debt Categories of Law from a particular Office is known as an “Individual Bid”. Consequently, the Tender of an Applicant wishing to deliver Contract Work from multiple Offices will contain an Individual Bid for each Office in the Housing and Debt Categories of Law.

- 1.50 There is no limit to the number of Matter Starts the LAA intends to award in each Procurement Area. Successful Applicants will be awarded 100 Matter Starts in Housing and 10 Matter Starts in Debt in each full schedule period. Matter Starts will be awarded on a pro rata basis from the Contract Start Date until 31 August 2023, subject to completing verification.
- 1.51 It is the Applicant’s sole responsibility to ensure they provide us with all the necessary information to evidence they meet the relevant verification requirements with their ITT Response(s), with the exception of Office Address, which if not known at the time of Tender submission, must be provided by 23:59 on 21 November 2022.

Supplementary Matter Starts

- 1.52 Applicants awarded a Face to Face Contract will, subject to notifying their LAA Contract Manager and receiving Contract Manager confirmation, be able to self-grant up to an additional 50% of their Matter Start allocation at that Office each year if required. For example, where an Applicant is awarded 100 Matter Starts they will be able to self-grant up to an additional 50 Matter Starts (50% of 100), resulting in a total of 150 Matter Starts for that Schedule Period.
- 1.53 During each year of the Contract Period Providers will also be able to re-allocate up to 50% of Matter Starts between Offices authorised to deliver the same Category of Law, subject to following the process at paragraph 1.52. For example, an Applicant with two successful Individual Bids (100 Matter Starts at each Office) could re-allocate up to 50 Matter Starts (50% of 100) from one Office to another. This would result in an allocation of 150 Matter Starts at one Office and 50 Matter Starts at the other.
- 1.54 Applicants should familiarise themselves with the Face to Face Contract provisions regarding the award of Supplementary Matter Starts and re-allocating Matter Starts at clauses 1.21 - 1.24 of the General Specification.

Miscellaneous

- 1.55 Applicants awarded a Face to Face Contract to undertake Contract Work will receive an additional allocation of 5 Miscellaneous Matter Starts included on each Schedule. Where an Applicant already holds a Schedule for an Office and has been awarded an additional Schedule Authorisation to undertake Housing and Debt Contract Work it will not receive an additional allocation of

Miscellaneous Matter Starts as these will already have been allocated to that Office.

- 1.56 Detail on the work classified as ‘Miscellaneous’ for the purposes of the Face to Face Contract is included in the Category Definitions which forms part of the Face to Face Contract.

SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

- 2.1 All Applicants must submit a Tender which consists of a response to the SQ, plus a response to:
- o the Housing and Debt ITT; and/or
 - o the HPCDS ITT
- 2.2 The SQ Response and ITT Response(s) submitted must each be capable of assessment.
- 2.3 Applicants may not submit more than one response to the SQ and to each ITT. Where an Applicant submits more than one SQ Response and/or more than one Housing and Debt ITT Response and/ or more than one HPCDS ITT Response, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 2.4 If a SQ Response or an ITT Response is not submitted or is incapable of assessment it will be rejected.
- 2.5 An Applicant must ensure that its entire Tender is capable of concurrent delivery. Where it submits Individual Bids for multiple Offices and/or HPCDS it is warranting that it will be able to deliver concurrent services from each Office/for each HPCDS if successful.

HPCDS Minimum requirements

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

| Minimum Requirement | Evidence required |
|--|---|
| The Applicant holds, or applies through this procurement process and subsequently goes on to hold, a 2018 Standard Civil Contract with authorisation to conduct Contract Work in the Housing and Debt Categories from the Office(s) from which it tenders. | Applicants must declare that they commit to meeting this requirement when submitting their Tender. The LAA will check its own records to ensure that Applicants have authorisation to deliver Housing and Debt Categories under a 2018 Standard Civil Contract, or that they have submitted a tender under this procurement process to deliver |

| | |
|---|--|
| | <p>Housing and Debt Contract Work under a 2018 Standard Civil Contract. If this is not the case their Individual Bid will be unsuccessful.</p> <p>Applicants that do not currently hold a 2018 Standard Civil Contract with authorisation to deliver Housing and Debt Categories that have submitted a successful tender under this procurement process to deliver Housing and Debt Contract Work under a 2018 Standard Civil Contract, must verify their Housing and Debt tender by the relevant deadline. Where they do not verify by the relevant deadline the LAA may withdraw any contract offer made in respect of a HPCDS Contract.</p> |
| <p>The Applicant must be able and willing to advise on all HPCDS Cases (as required) listed by a court(s) within the relevant Scheme to include delivery of HPCDS services remotely and face to face at court as required.</p> | <p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p> |
| <p>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</p> | <p>Applicants must submit a compliant Supervisor Declaration Form with their Tender.</p> |
| <p>The Applicant must have access to an Authorised Litigator</p> | <p>Applicants must provide the Authorised Litigator's name and roll number with their Tender.</p> |
| <p>All Caseworkers delivering HPCDS Contract Work must:</p> <ul style="list-style-type: none"> • be competent and suitably experienced; and • routinely conduct a minimum of 12 hours casework in the Housing and Debt Categories per week; and • be authorised to advise and represent Clients in relation to housing possession proceedings. | <p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p> |

Minimum requirements – Housing and Debt Contract Work

Generic requirements

- 2.7 All Applicants tendering to deliver Housing and Debt Contract Work must be able to provide evidence with their Tender as to how they meet the following requirements:

| Requirement | Who must evidence this requirement |
|--|------------------------------------|
| The Applicant holds a relevant Quality Standard | All Applicants |
| The Applicant has appropriate authorisation from a Relevant Professional Body where required under the Legal Services Act 2007 | All Applicants |
| The Applicant must have at least one Office in England and Wales which meets the Permanent Presence requirements set out in the 2018 Standard Civil Contract Specification | All Applicants |

Quality Standard requirement

- 2.8 Contract holders will be required to hold a Quality Standard throughout the Contract Period.
- 2.9 Applicants must be able to evidence when they submit their Tender that they hold either the LAA's Specialist Quality Mark ("**SQM**") following audit by the LAA's SQM Audit Provider or the Law Society's Lexcel Practice Management standard ("**Lexcel**").
- 2.10 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.
- 2.11 Where an Applicant already holds the SQM following audit by the LAA's SQM Audit Provider or is in the process of being audited by them, it need not reapply for the SQM, unless it must do so to continue to hold the SQM.
- 2.12 Requirements according to the Quality Standard an Applicant chooses to hold are detailed below:

| <i>Applicant Type</i> | <i>Requirement</i> |
|---------------------------------------|---|
| Applicants who intend to hold the SQM | - Pass desktop audit before Contract Start Date |

| | |
|--|--|
| | - Fully pass the Pre-QM audit within six months of the Contract Start Date |
| Applicants who intend to hold Lexcel | - Achieve Lexcel accreditation before the Contract Start Date |
| Applicants who already hold Lexcel | - Must hold a valid accreditation that will be in force until at least the Contract Start Date |
| Applicants who already hold an SQM audited by the LAA's SQM Audit Provider | - Must hold a valid accreditation that will be in force until at least the Contract Start Date |

2.13 It is an Applicant's responsibility to ensure it meets the LAA's requirements before the Contract Start Date (see paragraph 8.3 – 8.4). Applicants are therefore advised to apply for their chosen Quality Standard as early as possible.

2.14 It is the sole responsibility of the Applicant to contact the Quality Standard auditing organisation and arrange any necessary audits. The LAA assumes no responsibility for monitoring Applicants' progress towards achieving a Quality Standard.

2.15 Further information about the SQM and how to register with the LAA's current SQM Audit Provider can be found at <http://www.recognisingexcellence.co.uk/sqm/>.

2.16 Further information on Lexcel can be found on The Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>.

Appropriate authorisation from a Relevant Professional Body

2.17 The required services include "reserved legal activities" which can only be carried on by authorised persons, exempt persons, or certain non-commercial organisations which are subject to transitional provisions, as defined within the Legal Services Act 2007. Applicants for a Face to Face Contract must, therefore, ensure that they have all necessary licences and authorisations from a Relevant Professional Body to conduct Contract Work by two weeks before the Contract Start Date.

Office requirement

2.18 Contract holders will be required to have at least one Office in England and Wales which meets the Permanent Presence requirements set out in the 2018 Standard Civil Contract General Specification.

- 2.19 Applicants must be able to evidence that they meet this requirement by 23:59 on 21 November 2022.

Housing and Debt Category-specific requirements

- 2.20 In addition to meeting the requirements of the SQ and the above generic requirements, Applicants will need to meet the requirements specific to the Housing and Debt Categories of Law. Applicants must be able to evidence how they meet these requirements when they submit their Tender.

Supervisor requirements

- 2.21 Supervisor Standards are set out at sections 2.10 – 2.25 of the General Specification and the Legal Competence Standards set out in detail in the relevant Category Specification. Minimum Supervisor ratios are detailed at 2.26 – 2.28 of the General Specification.
- 2.22 An individual Supervisor may not supervise more than two Offices in total.
- 2.23 Each Applicant must employ at least one Full Time Equivalent (“FTE”) Supervisor who meets the Supervisor Standard. Each FTE Supervisor may supervise no more than 4 FTE caseworkers.
- 2.24 For the purposes of obtaining a Contract, use of external (i.e. non-employed) Supervisors is not permitted. To evidence that an Applicant employs an individual who (1) meets the Supervisor Standard and (2) works at the Office(s) from which it has submitted an Individual Bid the Applicant must provide with its ITT response, at least one fully compliant Housing & Debt Supervisor Declaration Form, which demonstrates the required case hours/ case involvement from the 3-year period immediately preceding the date the form is submitted.
- 2.25 The Supervisor Declaration Form is available at <https://www.gov.uk/government/publications/standard-civil-contract-2018>

Offices

- 2.26 Applicants must meet the minimum requirement of delivering services from at least a Part Time Presence within the Procurement Area(s) bid for.
- 2.27 Applicants must submit an Individual Bid from an Office in the relevant Procurement Area and will be required to confirm the Office from which services will be delivered.
- 2.28 Applicants should check that they tender in the correct Procurement Area for their Office(s). To do this, an Applicant must enter the postcode for their Office (or intended Office) into the ‘Find your local council’ tool on the Gov.uk website: <https://www.gov.uk/find-local-council>. Annex B lists the relevant Procurement

Areas for the Housing and Debt Categories and the local authorities included in each.

- 2.29 Where an Applicant wishes to tender to deliver Contract Work from more Offices than are catered for in the eTendering system it must send a message to the LAA via the eTendering messaging portal no later than 23:59 24 October 2022 requesting a form on which they can provide details about additional offices. The LAA will then supply a form which the Applicant must complete and save to their own computer before attaching it to a message in the eTendering system and sending it to the LAA before the Deadline
- 2.30 Applicants are not required to have operational Offices at the point of submitting a Tender. Applicants are required to confirm they will meet the relevant Office requirements as part of their Tender. As part of an ITT Response Applicants should provide the address(es) of where they intend to deliver Contract Work, where known at the time of tender, together with the relevant LAA account number where the Applicant is a current LAA contract holder at that Office. If an Applicant does not yet know the address of the Office from which they intend to deliver Contract Work they should enter 'TBC' in response to the relevant questions in the ITT.
- 2.31 All Applicants must be able to evidence by 23:59 on 21 November 2022 that they meet the Office requirements. All other verification requirements must be evidenced with an Applicant's Tender.
- 2.32 An Applicant's Office location must be in the Procurement Area for which it tenders. The LAA will validate address details provided.
- 2.33 Where an Applicant's Individual Bid includes an Office which is not in the Procurement Area stated in their Individual Bid, the LAA will not reject the Individual Bid outright. Rather, the LAA will inform the Applicant at the point of notification that their Office is not in the Procurement Area tendered for. Where an Applicant is unable to evidence by the verification deadline for 23:59 on 21 November 2022 that they have an Office which is in the Procurement Area tendered for as part of the Individual Bid, the LAA may reject the relevant Individual Bid.

Authorised Litigator

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

SECTION 3: eTENDERING SYSTEM

- 3.1 All Tenders must be completed and submitted using the eTendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at www.legalaid.bravosolution.co.uk
- 3.2 Applicants already registered on the eTendering 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 eTendering system to ensure these are up to date.
- 3.3 Where an Applicant already has multiple registrations on the eTendering 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 eTendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the eTendering system guides available through the 'Technical Support and Guidance' link on the eTendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the eTendering system message board. Applicants must check the message board regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their eTendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender, can be actioned as necessary.
- 3.7 The SQ and Housing and Debt ITT and HPCDS ITT are available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the eTendering system.
- 3.8 All Applicants must submit a Response to the SQ and at least one of the ITTs.
- 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 relevant ITT(s), 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 eTendering 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 eTendering system are mandatory. The eTendering 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 eTendering system called 'check mandatory questions'. By clicking on this the eTendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 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 SELECTION QUESTIONNAIRE AND ITTs

COMPLETION OF THE SELECTION QUESTIONNAIRE

- 4.1 A Response to the SQ must be submitted by all Applicants regardless of whether they have previously submitted a SQ Response as part of any other procurement process. If no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.

- 4.1 The SQ can be found in Project 140 at ITT 724 – ‘Selection Questionnaire for Housing and Debt and HPCDS services from December 2022’ in the eTendering system.
- 4.2 The SQ contains a series of questions covering the following areas:
 - Section A - Organisation and contact details
 - Section B - Grounds for mandatory exclusion
 - Section C - Grounds for discretionary exclusion
 - Section D – Declarations
- 4.3 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex A.

Section A - Organisation and contact details

- 4.4 This information may be used in the verification of the Applicant’s Tender.
- 4.5 As part of this section Applicants will be asked to provide the contact details of an individual with the appropriate status to provide responses on behalf of the Applicant when requested by the LAA.
- 4.6 Question A.5 of the Selection Questionnaire (SQ) requires Applicants to name any individual and/or organisation who meets the conditions for being a Person of Significant Control (PSC) as set out in the question.
- 4.7 Applicants who are UK companies and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Limited companies and LLPs will need to keep a PSC register and must file the PSC information with the central public register at Companies House in accordance with the requirements.
- 4.8 If the Applicant is not a limited company or LLP, they should answer N/A to question A.5.
- 4.9 Where the Applicant is required to provide a Personal Guarantee and Indemnity (e.g. where it is a LLP or limited company), individuals named in response to this question will be required to sign the indemnity on behalf of the Applicant.
- 4.10 Where Applicants are companies or LLPs but do not meet the criteria to have a People of Significant Control register because none of the owners have more than 25% of shares and/or voting rights, they will still be required to provide details of individuals who will sign the personal guarantee and indemnity agreement. They should use their response to question A.5 to provide those details.

Sections B and C – Grounds for mandatory and discretionary rejection

- 4.11 For each question the Applicant is presented with a series of drop-down options from which to select a response.
- 4.12 Where a requirement is not met outright the Applicant will be provided with a series of 'free text' boxes in which to give further details (known as 'exceptional circumstances'). These will be used by the LAA to consider whether those exceptional circumstances are deemed to be satisfactory for the Applicant to meet the SQ requirement.
- 4.13 Where the opportunity to provide exceptional circumstances is given, specific details in response to the supplemental questions are requested within the SQ. This must not be used as an opportunity to provide other supplementary information to an Applicant's SQ response and any information provided that is not relevant to the particular SQ requirement and explanation of exceptional circumstances will not be considered.

Section D – Declaration

- 4.14 A declaration in the form set out at Section D of the SQ (see Annex A) must be provided by:
- (a) the Compliance Officer for Legal Practice (COLP); or
 - (b) the Head of Legal Practice (HOLP); or
 - (c) the Compliance Manager (CM); 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.

COMPLETION OF THE ITTs

- 4.15 In addition to submitting a Response to the SQ, all Applicants must submit a response to at least one of the ITTs i.e. the Housing and Debt ITT and/or the HPCDS ITT. Applicants are not obliged to respond to both the Housing & Debt ITT and the HPCDS ITT. If no ITT Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.

Completion of the Housing and Debt ITT

- 4.16 The Housing and Debt ITT can be found in in the eTendering system in Project 140 at ITT 725 – Housing and Debt from December 2022 ITT.
- 4.17 The Housing and Debt ITT contains a series of questions covering the following areas:

- Individual Bid details (Section A)
 - Verification (Section B)
 - Warranties and Declarations (Section C)
- 4.18 A full breakdown of each of the questions for each ITT is included in the relevant ITT and is replicated at Annex D.
- 4.19 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).
- 4.20 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 eTendering system.
- 4.21 Applicants responding to the Housing and Debt ITT and who wish to tender from more Offices than is catered for in the Housing and Debt ITT, must send a message to the LAA via the eTendering messaging portal no later than 23:59 24 October 2022 requesting a form on which they can provide details about additional offices. The LAA will then supply a form which the Applicant must complete and save to their own computer before attaching it to a message in the eTendering system and sending it to the LAA before the Deadline.
- 4.22 Other than Office address, Applicants must submit verification information with their Housing and Debt ITT Response. An Applicant must provide all the information required to verify its Individual Bid(s) as part of Section B of their Housing and Debt ITT Response.
- 4.23 Applicants must submit verification which supports all of the Individual Bids they are making within Section B of the Housing and Debt ITT. This includes submitting the appropriate number of Supervisor Declaration Forms for the number of Individual Bids being made. For example, an Applicant making 4 Individual Bids must submit at least 2 Supervisor Declaration Forms. This is because, as set out at paragraph 2.22, an individual Supervisor may not supervise more than two Offices in total.
- 4.24 Where an Applicant wishes to submit more than one Supervisor Declaration Form for its ITT Response the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded into the eTendering system.
- 4.25 Before submitting its Housing and Debt 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.

- 4.26 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.
- 4.27 A declaration in the form set out at Section C of the Housing and Debt ITT (see Annex D) must be provided by:
- (a) the Compliance Officer for Legal Practice (COLP); or
 - (b) the Head of Legal Practice (HOLP); or
 - (c) the Compliance Manager (CM); 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.

Completion of the HPCDS ITT

- 4.28 The HPCDS ITT can be found in in the eTendering system in Project 140 at ITT 726 - HPCDS from December 2022 ITT.
- 4.29 The HPCDS ITT contains a series of questions covering the following areas:
- Individual Bid details and Verification (Section A)
 - Warranties and Declarations (Section B)
- 4.30 A full breakdown of each of the questions for each ITT is included in the relevant ITT and is replicated at Annex D.
- 4.31 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).
- 4.32 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 eTendering system.
- 4.33 Where an Applicant is required to provide information in response to the questions in the HPCDS ITT, the responses required must relate to the Applicant that will be delivering the Contract Work and not to any Agents that will be used.
- 4.34 Applicants must submit verification information with their HPCDS ITT Response. An Applicant must provide all the information required to verify its Individual Bid(s) as part of Section A of their HPCDS ITT Response.

- 4.35 Where an Applicant wishes to submit more than one Supervisor Declaration Form for its ITT Response, the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded into the eTendering system.
- 4.36 Before submitting its HPCDS 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.
- 4.37 Tenders, including HPCDS 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.
- 4.38 A declaration in the form set out at Section B of the HPCDS ITT (see Annex D) must be provided by:
- (a) the Compliance Officer for Legal Practice (COLP); or
 - (b) the Head of Legal Practice (HOLP); or
 - (c) the Compliance Manager (CM); 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 eTendering system, they may direct it through one of two different channels depending on the nature of the query.

Questions about this IFA

- 5.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **23.59 on 24 October 2022**. This is referred to in the eTendering system as the 'End date for supplier clarification messages'.
- 5.3 All such questions must be submitted using the eTendering system message boards.
- 5.4 Because of the way the LAA downloads messages from the eTendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to. However, during peak periods of activity it may

take the LAA longer to respond due to the increased volumes of messages received.

- 5.5 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages <https://www.gov.uk/government/publications/civil-tender-activity-2021> in the 'Procurement Process for Housing and Debt and HPCDS Services from December 2022 Frequently Asked Questions (FAQ)'.
- 5.6 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not be able to provide responses to questions about the process through any other method.

Technical questions about how to operate the eTendering system

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

SECTION 6: TENDER ASSESSMENT

SQ Assessment

- 6.1 The LAA will check that the Applicant has submitted an SQ Response. If no SQ Response has been submitted this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 6.2 The LAA will assess an Applicant's SQ Response in accordance with the assessment approach detailed in Annex A.

- 6.3 Subject to paragraph 6.4 below, the LAA will assess SQ Responses on the basis of information submitted by the Applicant in its Tender. SQ Responses will be assessed on a 'pass' or 'fail' basis.
- 6.4 In respect of questions C.7, C.8 and C.9 the LAA will review its own records in assessing whether the requirements have been met. For all other questions in Section B and C of the SQ, the LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to reject an Applicant for submitting false and/or misleading information as provided at paragraphs 9.29 - 9.31 of this IFA.
- 6.5 The LAA will then review the declarations given in an Applicant's SQ Response (Section D of the Housing and Debt and HPCDS SQ) to ensure the Applicant has provided the necessary declarations.
- 6.6 The LAA will assess the declarations on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 6.7 Where the Applicant fails to provide the necessary declarations, the whole SQ Response may fail.
- 6.8 The sole right of appeal is set out at paragraph 9.39 of this IFA. That right of appeal applies solely where the LAA assesses the Applicant's SQ Response as unsuccessful. Where an Applicant successfully appeals the LAA's decision to reject its SQ Response, the LAA cannot guarantee that any subsequent Contract awarded will commence on 1 December (or the date from which the Applicant confirmed they can start delivering the service).
- 6.9 Applicants that are assessed as having passed the SQ will proceed to the assessment of the Housing and Debt ITT and HPCDS ITT (as applicable), as set out below.

Housing and Debt ITT assessment

- 6.10 Responses to the Housing and Debt ITT will be assessed first because the outcome may have bearing on the assessment of the HPCDS ITT due to the requirement to bid for a 2018 Standard Civil Contract with authorisation in Housing and Debt if the Office does not already hold one.
- 6.11 Housing ITT Responses will be assessed in the following stages:
- Stage 1 – Housing and Debt requirements assessment
 - Stage 2 – Verification
 - Stage 3 – Contract award
 - Stage 4 – Office address verification (if applicable)

Stage 1 – Housing and Debt requirements assessment

- 6.12 The LAA will conduct an assessment of:
- Any address and postcode details provided as part of an Individual Bid; and
 - The declarations and warranties provided as part of the Housing and Debt ITT Response.
- 6.13 The LAA will review any address and postcode details provided as part of an Individual Bid for an Office to check that the address and postcode provided fall within the Procurement Area stated in the corresponding Individual Bid. This will be done by entering the postcode into the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council> and then checking that the local authority returned is in the relevant Procurement Area as set out in Annex B.
- 6.14 Where an Applicant is assessed as having provided the address of an Office which is not in the Procurement Area stated in the corresponding Individual Bid, the LAA will act in accordance with paragraph 2.33.
- 6.15 Applicants that do not provide an address and postcode with their tender will be required to do so by 23:59 on 21 November 2022 and this will be set out in their notification letter.

Declarations and warranties assessment

- 6.16 The LAA will review the warranties and declarations given in an Applicant's ITT Response (Section C of the Housing and Debt ITT) to ensure the Applicant has provided the necessary declarations and warranties.
- 6.17 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 6.18 Where the Applicant fails to provide the necessary declarations and warranties, the whole ITT Response may fail.
- 6.19 Applicants who are assessed as having provided the necessary declarations and warranties will be eligible for the award of a Face to Face Contract, and their Tender will be assessed as successful subject to verification (stage 2).

Stage 2 – Verification

- 6.20 The LAA will review the verification information given in an Applicant's ITT Response (Section B of the Housing and Debt ITT) to ensure the Applicant has provided a compliant verification information.
- 6.21 The LAA will not enter into contract with an Applicant until the verification process is concluded.

6.22 Where the Applicant is unable to provide compliant verification information an Applicant's Individual Bid may be rejected.

6.23 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 3 – Contract award

6.24 All Applicants will be notified of the outcome of their Tender through the eTendering message board. Notifications to Applicants whose Tender is unsuccessful will include details of why their Tender is unsuccessful.

6.25 The LAA intends to notify Applicants of the outcome of their Tender in late November 2022.

6.26 More detail of the notification process is set out in Section 7 of this IFA.

Stage 4 – Office address verification (as applicable)

6.27 Where an Applicant has not provided an Office address and postcode as part of its tender it must provide them by 23:59 on 21 November and this will be set out in their notification letter.

HPCDS ITT assessment

6.28 HPCDS ITT Responses will be assessed in the following stages:

- Stage 1 – HPCDS requirements assessment
- Stage 2 – HPCDS ITT assessment
- Stage 3 – Declaration and warranties assessment
- Stage 4 – Tie Break (if applicable)
- Stage 5 – Verification
- Stage 6 – Contract award

Stage 1 – HPCDS requirements assessment

6.29 As set out at paragraph 2.6 the LAA will firstly check its own records to confirm whether the Applicant holds a 2018 Standard Civil Contract with authorisation to deliver Contract Work in the Housing and Debt Categories of Law at each Office from which it has tendered for a HPCDS.

6.30 The LAA will then review the outcome of the assessment of the Housing ITT to confirm whether the Applicant has made a bid for Housing & Debt services at each Office from which it has tendered for a HPCDS that does not currently have authorisation to deliver Contract Work in the Housing & Debt Categories of Law.

6.31 The LAA will reject any HPCDS Individual Bid where an Applicant does not meet either of the circumstances set out in paragraph 6.29 or 6.30.

Stage 2 HPCDS ITT assessment

6.32 Where there is more than one bid for a HPCDS, the LAA will give preference to an Applicant who:

- has recent and relevant experience of delivering HPCDS services; and
- 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; and
- is able to deliver HPCDS Contract Work from the Contract Start Date (1 December).

6.33 Applicants will be awarded points, up to a maximum of 13 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 6.40 and award the Contract to the Applicant that achieves the highest score for the Tie Break (see section A of the HPCDS ITT in Annex D).

6.34 Points will be awarded as follows: -

| Award criteria | Points available |
|---|--|
| Applicant is (or will be) 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 | <p>5 – where this Office is a Permanent Presence</p> <p>3 – where this Office is a Part Time Presence</p> <p>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.</p> <p>For new offices the LAA will review the outcome of the assessment of the Individual Bid for Housing & Debt services to confirm the Applicant's nominated Office is in the corresponding Procurement Area and will have</p> |

| | |
|--|--|
| | <p>authorisation in the Housing and Debt Categories of Law.</p> <p>Where the LAA's records or the Applicants Individual Bid(s) for Housing and Debt services do not confirm that the Applicant has (or will have) 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.</p> <p>For existing Offices with schedule authorisation in the Housing and Debt Categories of Law a score will be attributed based on whether the Office is set out in its schedule as being a Permanent Presence or Part Time Presence.</p> <p>For new Offices, the LAA will attribute scores for whether the Office is a Permanent or Part Time Presence based on the response to question A.2.iv in an Applicant's corresponding Individual Bid(s) for Housing & Debt Contract Work.</p> |
| <p>Applicant has recent and relevant experience of delivering HPCDS services</p> | <p>5 – where the Applicant is a current HPCDS provider (i.e. they are the contract holder for at least one HPCDS)</p> <p>3 – where the Applicant has experience of being a HPCDS provider within the last 3 years (i.e. since 7 November 2019)</p> <p>1 – where the Applicant currently acts as an agent for a HPCDS provider on at least one HPCDS</p> <p>The LAA will check its own records to confirm whether the Applicant is a current HPCDS provider, has previous experience of being a HPCDS provider or is currently acting as an agent for a current HPCDS provider. Where the LAA's records do not confirm the position</p> |

| | |
|---|---|
| | claimed, the LAA will reduce the score to reflect the actual position. |
| Applicant is able to deliver HPCDS Contract Work from 1 December 2022 | 3 – where an Applicant confirms they can deliver services from 1 December 2022 1 - where an Applicant confirms they can deliver services from 14 December 2022 An Applicant who cannot confirm they are able to deliver services from either 1 or 14 December 2022 will receive 0 points for this question. |
| Applicant is able to deliver HPCDS Contract Work from 1 December | 3 – where an Applicant confirms they can deliver services from 1 December 2022 1 - where an Applicant confirms they can deliver services from 14 December 2022 An Applicant who cannot confirm they are able to deliver services from either 1 or 14 December 2022 will receive 0 points for this question. |

Stage 3 - Declarations and warranties assessment

- 6.35 The LAA will review the warranties and declarations given in an Applicant's ITT Response (Section B of the HPCDS ITT) to ensure the Applicant has provided the necessary declarations and warranties.
- 6.36 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 6.37 Where the Applicant fails to provide the necessary declarations and warranties, the whole ITT Response may fail.
- 6.38 Applicants who are assessed as having provided the necessary declarations and warranties will be eligible for the award of a HPCDS Contract subject to the application of the tie break where necessary (stage 4) and to verification (stage 5).

Stage 4 – Tie Break

- 6.39 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 6.40 and award the Contract to the Applicant that achieves the highest score for the Tie Break.

Assessment of Tie Break

6.40 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 | Unacceptable: The following is indicative of factors that would lead to a score of 0: <ul style="list-style-type: none">• 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 |
| 1 | Poor response: The following is indicative of factors that would lead to a score of 1: <ul style="list-style-type: none">• 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• The response provided requires the reviewer to make assumptions• The response provides confused and/or contradictory information in relation to other responses |
| 2 | Satisfactory: The following is indicative of factors that would lead to a score of 2: <ul style="list-style-type: none">• The response engages with the sub-criteria but does not specifically address all issues/areas listed in the sub-criteria• The Applicant provides limited evidence/information indicating how it meets the sub-criteria |
| 3 | Good: The following is indicative of factors that would lead to a score of 3: <ul style="list-style-type: none">• The response addresses all issues/areas listed in the sub-criteria• The Applicant provides some evidence/information how it meets the sub-criteria• The response provides consistent information in relation to other responses |
| 4 | Very Good: The following is indicative of factors that would lead to a score of 4: |

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

6.41 Scoring guidance for the tie break is set out at Annex E.

6.42 Where Applicants remain tied following assessment of the tie break then the LAA may award more than one contract to deliver a HPCDS, with the successful Applicants delivering the HPCDS on a rota.

Stage 5 – Verification

6.43 The LAA will review the verification information given in an Applicant's ITT Response (Section A of the HPCDS ITT) to ensure the Applicant has provided compliant verification information.

6.44 The LAA will not enter into contract with an Applicant until the verification process is concluded.

6.45 Where the Applicant is unable to provide a compliant verification information an Applicant's Individual Bid(s) may be rejected.

6.46 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 6– Contract award

- 6.47 All Applicants will be notified of the outcome of their Tender through the eTendering message board. Notifications to Applicants whose Tender is unsuccessful will include details of why their Tender is unsuccessful.
- 6.48 The LAA intends to notify Applicants of the outcome of their Tender in November 2022
- 6.49 Applicants should note that where the award of a HPCDS Contract is contingent on the award and subsequent verification of a Housing & Debt Contract this may delay the notification of the outcome and award of the HPCDS Contract. Where the award of a HPCDS Contract is contingent on the verification of a Housing & Debt Contract and an Applicant is unable to verify their Housing & Debt Contract then the LAA will be unable to proceed with the award of the HPCDS Contract.
- 6.50 More detail of the notification process is set out in Section 7 of this IFA.

SECTION 7: NOTIFICATION OF TENDER OUTCOMES

- 7.1 The LAA will notify Applicants of the outcome of their Tender in accordance with the timetable set out earlier in this IFA at page 4.
- 7.2 Applicants will be notified of the outcome of their Tender through the eTendering system message board. Notifications to unsuccessful Applicants will include reasons why their Tender, SQ Response, ITT Response or Individual Bid has been assessed as unsuccessful.
- 7.3 Where an Applicant's SQ Response is assessed as unsuccessful the Applicant's ITT response(s) will not be assessed, unless any appeal made by the Applicant is successful.
- 7.4 The sole right of appeal is set out at paragraph 9.39 of this IFA. The sole right of appeal applies to the outcome of the LAA's assessment of an Applicant's SQ Response as unsuccessful.
- 7.5 There is no right of appeal against the LAA's assessment of ITT Responses.
- 7.6 Where the LAA assesses an Applicant's SQ Response as being successful, the ITT Response(s) submitted by the Applicant will then be assessed and Applicants will be notified as soon as possible afterwards. Where an Applicant successfully appeals the LAA's decision to reject its SQ Response, the LAA cannot guarantee that any subsequent Contract awarded will commence on the Contract Start Date.

SECTION 8: VERIFICATION AND CONTRACT EXECUTION

- 8.1 All successful Applicants will be required to verify their Individual Bids and all Contract awards will be conditional on Individual Bids being satisfactorily verified by the LAA. Details of the verification requirements are set out at Annex G of this IFA. Except where Applicants do not provide an Office address for some or all of their Individual Bids, verification information must be provided with an Applicant's ITT Response. Office addresses must be provided by 23:59 on 21 November 2022.
- 8.2 If verification is successfully concluded an Applicant's Contract documents will be uploaded to enable them to deliver Contract Work awarded under this procurement process from 1 December 2022
- 8.3 It is the Applicant's sole responsibility to ensure they provide us with all the necessary information to evidence they meet the relevant verification requirements with their ITT Response(s), with the exception of Office Address, which if not known at the time of Tender submission, must be provided by 23:59 on 21 November 2022.
- 8.4 Where the Applicant has not submitted information in accordance with the paragraph 8.1 for either an Individual Bid or its entire Face to Face Contract then the award in respect of an Individual Bid or the entire Face to Face Contract/HPCDS Contract may be withdrawn as applicable.
- 8.5 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Individual Bid or an entire Face to Face Contract/HPCDS Contract as a consequence of their failure to satisfactorily verify any aspect of their Tender, the LAA shall have no responsibility whatsoever to the Applicant (or any related party) for any cost, expense or any other liability they have incurred or may incur in the course of submitting their Tender.
- 8.6 Please note, the LAA will not enter into contract or issue or amend any Contract Schedule with Applicants until pre-contract verification process is concluded i.e. the Applicant satisfactorily verifies information required at the latest by the time and date set out in this IFA at paragraph 8.1.
- 8.7 In addition to meeting the verification requirements, Applicants must complete the two following administrative processes where relevant before the LAA can issue Contract documentation to an Applicant:
- (a) Provide a completed indemnity where the Applicant organisation has limited liability
 - (b) Provide a completed AC1 form and associated documentation for each new Office

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

Indemnity

- 8.9 Applicants with limited liability (unless a registered charity) must supply the LAA with a properly completed indemnity.
- 8.10 The indemnity must be signed by the ultimate owners of the Applicant and/or such persons as the LAA might reasonably regard as being controllers and/or senior managers of the Applicant and/or where the Applicant is a limited company, from any company which is its holding company.
- 8.11 A copy of the indemnity form is available at:

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

AC1 form

- 8.12 Where Applicants intend to open an Office to deliver the Contract Work tendered for, in addition to confirming the Office address and postcode, they will be required to complete and return an AC1 form and supporting documents so the new Office can be allocated a LAA Account Number and set up on the LAA systems. Applicants cannot be issued with Contract documentation or start, or be paid for, Contract Work until a completed AC1 form has been received and processed by the LAA. The AC1 form is available at:

www.gov.uk/guidance/update-your-details-with-laa.

Issuing of Face to Face Contract documentation (Applicants that did not hold a 2018 Standard Civil Contract prior to this procurement process)

- 8.13 When an Applicant satisfactorily verifies their Individual Bid(s) through the verification process, they will be notified that their Face to Face Contract documentation is available to view and, where necessary, execute online.
- 8.14 Face to Face Contract documentation will be issued and executed electronically via Adobe Sign. Once executed Applicants will be able to view their Contract documents, including the Schedule in the LAA's 'Contracted Work and Administration' (CWA) system.

- 8.15 To view their Face to Face Contract an Applicant must have been set up on the LAA systems and issued with an LAA Account Number for each new Office.
- 8.16 Contracts that have not been executed two weeks after the Contract Start Date, may be withdrawn at the LAA's sole discretion. The LAA will have no liability to an Applicant whatsoever as a consequence of any such withdrawal.

Amendment of Face to Face Contract documentation (Applicants that already held a 2018 Standard Civil Contract prior to this procurement process)

- 8.17 Successful Applicants that have previously executed a 2018 Standard Civil Contract through a previous procurement process will have their Office Schedule amended or a new Office Schedule added to their 2018 Contract as appropriate, as set out at paragraphs 1.42 – 1.43.

Issuing of HPCDS Contract documentation

- 8.18 HPCDS Contract documentation will be issued and executed electronically via Adobe Sign.
- 8.19 Contracts that have not been executed two weeks after the Contract Start Date, may be withdrawn at the LAA's sole discretion. The LAA will have no liability to an Applicant whatsoever as a consequence of any such withdrawal.

SECTION 9: GENERAL RULES OF THIS PROCUREMENT PROCESS

Introduction

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

Submitting a Tender

- 9.4 The Applicant agrees to comply with the rules (contained in this Section 9 and elsewhere in this IFA) of this procurement process, the terms of the user

agreement governing the use of the LAA eTendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's Tender as unsuccessful.

9.5 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) by the Deadline. For the purposes of the Deadline, the time specified on the eTendering 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 eTendering system by the Deadline.

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

9.7 A Tender comprising of a Response to the SQ and at least one 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

9.8 The Applicant must submit a complete Tender (i.e. a SQ Response and at least one 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.

9.9 The Applicant may only submit one Tender (i.e. maximum of one response to the SQ and each ITT). Where an Applicant submits more than one SQ Response and/or ITT Response, the LAA will assess only the last SQ and/or ITT Response submitted prior to the Deadline.

- 9.10 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 9.11 Subject to the LAA's right to clarify at paragraph 9.26, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 9.12 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 9.13 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, Clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 9.14 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 eTendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all of the services it has submitted a Tender for.
- 9.15 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 9.16 By submitting a Tender the Applicant agrees to be bound by the Contract without further negotiation or amendment.
- 9.17 In submitting its Tender, the Applicant acknowledges the fact that Applicants may be party to no more than one 2018 Standard Civil Contract. Further the Applicant acknowledges that subject to the provisions on the holding of a single Face to Face Contract as referred to in this paragraph 9.18, this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct of decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.

- 9.18 The Applicant must monitor and respond as appropriate to messages received through the eTendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the eTendering system, including that outlined in 9.22 will be deemed to have been received by the Applicant at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.
- 9.19 Any Frequently Asked Questions published through the eTendering system in accordance with Section 5 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.
- 9.20 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

Right to Cancel or Amend the Procurement Process

- 9.21 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/civil-tender-activity-2021> and notified to individual Applicants through a message on the eTendering system.
- 9.22 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with 9.21 before the Deadline may be rejected.
- 9.23 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 9.24 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 9 will take precedence.
- 9.25 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

Right to Clarify / Verify

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

Right to Exclude

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

Canvassing

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

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

Collusion

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

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

9.34 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 9.33, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant from any further involvement in this procurement process.

Award

9.35 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA using the eTendering message boards for this procurement process at 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.

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

Appeal and costs and expenses of Tender

- 9.39 Subject to paragraph 9.42 the Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the SQ Response (subject to paragraph 9.26-27), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.
- 9.40 There is no other 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.
- 9.41 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.
- 9.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 9.43 Appeals should be submitted using the appeals pro-forma which will be made available as part of their notification letter.
- 9.44 The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 9.45 The LAA will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.

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

Confidentiality, Data Protection & Freedom of Information

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

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

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

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

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

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

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

9.54 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.

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

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

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

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

9.59 Following completion of this procurement process, the LAA will retain copies of the Tender in accordance with the LAA's retention policy.

Copyright & Intellectual Property Rights

9.60 The information contained in this IFA is subject to Crown Copyright. Applicants may, subject to 9.61, re-use this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, complete the online enquiry form: <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>

9.61 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of Housing and Debt and HPCDS Services in England and Wales from Autumn 2022 Invitation To Tender Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

ANNEX A: SELECTION QUESTIONNAIRE QUESTIONS AND ASSESSMENT

Section A – organisation and contact details

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| Note | All Applicants must submit a response to this Selection Questionnaire (SQ), regardless of whether they have previously submitted a SQ Response as part of any other procurement process. Applicants must ensure that they also complete and submit a response to ITT_725 – Housing and Debt from December 2022 Invitation To Tender and/or ITT_726 - HPCDS from December 2022 Invitation to Tender. | |
| Note | <p>Before submitting your Selection Questionnaire (SQ) Response, please carefully read the Information For Applicants (IFA) for the Housing and Debt Services and HPCDS Services in England and Wales from December 2022 procurement process. This can be downloaded from the 'Buyer Attachments' section at the top of this page. The IFA gives information about the procurement process, including how to complete a Tender.</p> <p>When completing your SQ Response you should save your work regularly.</p> <p>If you are logged onto the eTendering system but do not use it for 15 minutes, the eTendering system will notify you through a 'pop up'. So that you can see this and click the 'Refresh' link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the eTendering system and do not lose any unsaved information.</p> <p>Do not use the 'Back' or 'Forward' buttons on your browser; you could potentially lose your work. Please use the links on the eTendering system to navigate.</p> | |
| No. | Question | Response options and assessment |
| A.1 | Full name of Applicant including trading name(s) that will be used if successful in this procurement process | Free text |
| A.2.i | <p>Registered or head /main office address</p> <p>Where the Applicant does not yet have a registered or head/main office, please enter “N/A”</p> | Free text |

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| A.2.ii | <p>Postcode of registered or head/main office address</p> <p>Where the Applicant does not yet have a registered or head/main office, please enter "N/A"</p> | Free text |
| A.3 | <p>LAA Account Number for registered or head/main office</p> <p>LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation (where applicable).</p> <p>Where the Applicant does not currently have an LAA Account Number for this office, please enter "N/A"</p> | Free text |
| A.4.i | Intended trading status | <p>Options list</p> <ul style="list-style-type: none"> a) Public limited company b) Limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other |
| A.4.ii | If you answered "Other" to question A.4.i, please explain your trading status | Free text |

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| A.4.iii | Will the Applicant be delivering the Contract Work as an Alternative Business Structure? | Options list: i) Yes ii) No |
| A.4.iv | Date of incorporation with Companies House or registration with Charity Commission for England and Wales Where the Applicant does not yet have a registered trading status, please enter "N/A" | Free text |
| A.4.v | Company or LLP registration number (if applicable) If this does not apply to the Applicant, please answer "N/A" | Free text |
| A.4vi | Charity registration number (if applicable) If this does not apply to the Applicant, please answer "N/A" | Free text |
| A.5 | Details of Persons of Significant Control (PSC), where appropriate: - Name; - Date of birth; - Nationality; | |

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| | <p>- Country, state or part of the UK where the PSC usually lives;</p> <p>- Service address;</p> <p>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</p> <p>- Which conditions for being a PSC are met;</p> <ul style="list-style-type: none"> • Over 25% up to (and including) 50%, • More than 50% and less than 75%, • 75% or more. <p>Please enter N/A if not applicable.</p> <p>Where the Applicant is required to provide a Personal Guarantee and Indemnity (e.g. where it is a LLP or limited company), individuals named in response to this question will be required to sign the indemnity on behalf of the Applicant.</p> <p>Where Applicants are companies or LLPs but do not meet the criteria to have a People of Significant Control register because none of the owners have more than 25% of shares and/or voting rights, they will still be required to provide details of individuals who will sign the personal guarantee and indemnity agreement. They should use their response to question A.5 to provide those details.</p> | |
| A.6.i | Predecessor bodies – has the Applicant been subject to any change to its status in the five years preceding the date of its Selection Questionnaire Response submission? This may include (but is not | Options list: i) Yes |

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| | limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership. | ii) No |
| A.6.ii | If you answered “Yes” to question A.6.i, please provide details of all status changes in this time period. | Free text |
| A.7 | <p>Details of immediate parent company.</p> <p>Please list any individual and/or organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders).</p> <p>In your response please include:</p> <ul style="list-style-type: none"> - Full name of the parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office VAT number (if applicable) <p>If the Applicant does not have a parent company, please answer “N/A”</p> <p>Parent companies may be required to provide a parent company guarantee upon request.</p> | |
| A.8 | Details of ultimate owners. | Free text |

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| | <p>Where different from the immediate parent company please list any individual and/or organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders)</p> <p>In your response please include:</p> <ul style="list-style-type: none"> - Full name of the ultimate owner(s) - Registered office address (if applicable) - Registration number (if applicable) - Head office VAT number (if applicable) <p>If the Applicant does not have an ultimate owner, please answer “N/A”</p> <p>Ultimate owners may be required to provide a parent company guarantee upon request.</p> | |
| A.9.i | <p>Does the Applicant currently hold the appropriate authorisation to provide Contract Work from one of the Relevant Professional Bodies?</p> <p>Where, in accordance with the Legal Services Act 2007, the Applicant is able to deliver reserved legal services without authorisation from a Relevant Professional Body, please answer “iii) N/A, exempt”</p> | <p>Options list:</p> <ul style="list-style-type: none"> i) Yes, currently authorised (answer questions A.9.ii and A.9.iii) ii) No, not currently authorised (answer question A.10) iii) N/A, exempt (answer question A.10) |

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| | Where the Applicant answers “ii) No, not currently authorised” they must obtain authorisation from a Relevant Professional Body by the deadline stipulated in the IFA. | |
| A.9.ii | If the Applicant has answered “Yes” to A.9., which Relevant Professional Body is the Applicant authorised by? | Options list: i) Solicitors Regulation Authority ii) Bar Standards Board iii) CILEx Regulation |
| A.9.iii | If the Applicant has answered “Yes” to A.9.i please provide the authorisation number/reference | Free text |
| NOTE | By providing the details below, the individual consents to their personal details being held by the Legal Aid Agency. | |
| A.10 | Contact details for the purposes of this procurement process – contact name and role within the Applicant | Free text |
| A.11 | Contact address and postcode | Free text |
| A.12 | Contact email address | Free text |
| A.13 | Contact telephone number | Free text |

Section B – grounds for mandatory rejection

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

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

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

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| B.1(e) | Have measures been taken to demonstrate the reliability of the Applicant despite the existence of a relevant ground for rejection? If so, please give details of the steps taken by the Applicant. | Free text |
| B.2 | <p>Within the past five years has the Applicant or any of its Key Personnel been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), to be in breach of obligations related to the payment of tax or social security contributions?</p> <p>Please note that if the Applicant is a new organisation which does not yet have obligations relating to payment of social security and taxes, it should still answer the question above in relation to its Key Personnel.</p> | <p>Yes (Fail, subject to information in B.2(a) – (f))</p> <p>No (Pass)</p> |
| | If the Applicant has answered “Yes” to question B.2, it must give details by answering questions B.2(a)– (f) below. | |
| B.2(a) | Please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant” | Free text |
| B.2(b) | Please explain what the obligations were, which the Applicant or any of its Key Personnel has failed to meet, including the name of the social security contribution or tax, the date(s) it fell due and the date of the binding decision referred to in B.2 above. | Free text |
| B.2(c) | Please confirm that you have paid the outstanding sum (including the date paid in full) or give the value of unmet obligation(s) | Free text |
| B.2(d) | If the social security contribution or tax relates to the Applicant, please confirm the percentage value of the unmet obligation(s) of the Applicant’s annual turnover. If the social security contribution or tax relates to Key Personnel, please enter "N/A". | Free text |
| B.2(e) | <p>Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable:</p> <p>- the date the agreement was made; and</p> | Free text |

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| | <ul style="list-style-type: none"> - any accrued interest and/or fines; and - the date by which the amount(s) were or will be repaid. <p>If no agreement is in place, please enter “No agreement”</p> | |
| B.2(f) | Please attach evidence of the binding agreement reached, where appropriate. Where you do not have evidence of a binding agreement there is no need to attach a document. | Attachment |

Section C – grounds for discretionary rejection

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

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

Applicants that fail to provide the required information will be rejected. Applicants must be explicit and comprehensive in responding to these questions as, subject to paragraph 6.4 of the IFA, this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the SQ Response) apply.

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| | <p>The detailed grounds for discretionary rejection of an organisation are set out on the following webpage, which should be referred to before completing these questions:</p> <p>https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</p> | |
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| | Unless a different time period is specified in any question, please indicate if, within the past three years, anywhere in the world any of the following situations have applied to the Applicant or any of its Key Personnel. | |
| C.1 | <p>Has the Applicant or any of its Key Personnel been found in breach of or being investigated in relation to the potential breach of; environmental obligations, social obligations and/or labour law obligations, as amended from time to time; including, but not limited to, the following:</p> <ul style="list-style-type: none"> ● In the last three years, where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body); ● In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination; ● In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation; ● In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK); ● In the last three years, where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006; ● In the last three years, where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006; ● In the last three years, where the organisation has been in breach of the National Minimum Wage Act 1998. | <p>Yes (discretionary fail)</p> <p>No (pass)</p> |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.1 it must give details by answering questions C.1(a) - (d) below. | |

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| C.1(a) | Please give details about the nature of the event(s) leading to this breach(es) For the avoidance of doubt, where Applicants need to provide details relating to multiple breaches, information should be provided for each instance. | Free text |
| C.1(b) | Please give details about the nature of the breach(es) and any sanction applied | Free text |
| C.1(c) | Please give the date when the breach(es) occurred | Free text |
| C.1(d) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a breach | Free text |
| C.2 | <p>Is/has the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation (been):</p> <ul style="list-style-type: none"> • Bankrupt or a petition is presented or order made for bankruptcy; or • the subject of insolvency; or • the subject of winding-up proceedings or is aware that winding up proceedings are to be issued, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended; or • unable to pay debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or • entered into a pre-pack administration arrangement or where a receiver, or similar officer is appointed over the whole or any part of the Applicant's assets or a person becomes entitled to appoint a receiver, or similar officers over the whole or any part of its assets; or • entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA); or • Issued with a County Court Judgment ("CCJ") under which liabilities will not be discharged by the Contract Start Date? • notified by the LAA of liabilities owing under contingent liability legal aid contracts, such as Unrecouped Payments on Account? | <p>Yes (discretionary fail)</p> <p>No (pass)</p> |

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| | <p>Exceptional circumstances – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions as appropriate below.</p> | |
| C.2(a) | <p>Please select all of the events which apply to the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation</p> | <p>Multiple options list (please select all that apply):</p> <ul style="list-style-type: none"> i) Bankruptcy (Answer C.2 (b) (i) – (iii)) ii) the subject of insolvency (Answer C.2 (c) (i) – (iii)) iii) the subject of winding-up proceedings, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended (Answer C.2 (d) (i) – (iii)) iv) entered into a pre-pack administration arrangement (Answer C.2 (e) (i) – (x)) v) entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA) (Answer C.2 (f) (i) – (xii)) vi) Issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date? (Answer C.2 (g) (i) – (v)) vii) been notified by the LAA of liabilities owing under legal aid contingent liability contracts, such as |

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| | | Unrecouped Payments on Account (answer C.2 (h) (i) – (vi)) |
| C.2(b)(i) | <p>Please give the name and position of the person(s) to whom bankruptcy applies and set out:</p> <ul style="list-style-type: none"> • whether the individual is a member of Key Personnel of the Applicant; • whether the individual was a member of Key Personnel of any of the Applicant’s predecessor bodies; • whether the individual was a member of Key Personnel at a previous organisation at the time that the bankruptcy took place. <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple bankruptcies, information should be provided for each instance.</p> | Free text |
| C.2(b)(ii) | Please give details about each situation set out in your response to question C.2(b)(i), including the amount of money involved and the date(s) when the issue(s) arose. | Free text |
| C.2(b)(iii) | <p>Please give details about:</p> <ul style="list-style-type: none"> • any measures the Applicant has taken to ensure that the situation(s) are resolved • the current position on repayments including the date by which the amount will be repaid and/or • whether the bankruptcy(ies) has/have been discharged. | Free text |
| C.2(c)(i) | Please confirm whether the insolvency applies to: | Free text |

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| | <ul style="list-style-type: none"> • the Applicant; • any of its predecessor bodies; • an individual who is a member of Key Personnel of the Applicant; • an individual who was a member of Key Personnel of any of its predecessor bodies. <p>Where any part of your response relates to an individual please give the name and position of the person(s) to whom the insolvency relates.</p> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple insolvencies, information should be provided for each instance.</p> | |
| C.2(c)(ii) | Please give details about each situation set out in your response to question C.2(c)(i), including the date(s) when the issue(s) arose. | Free text |
| C.2(c)(iii) | <p>Please give details about:</p> <ul style="list-style-type: none"> • any measures the Applicant has taken to ensure that the situation(s) are resolved • the current position with creditors, including any agreement on repayments and the date by which the amount will be repaid | Free text |
| C.2(d)(i) | <p>Please confirm if the winding-up proceedings and/or inability to pay debts within the meaning of section 268 of the Insolvency Act 1986 apply to:</p> <ul style="list-style-type: none"> • the Applicant; • any of its predecessor bodies <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple winding up proceedings, information should be provided for each instance.</p> | |

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| C.2(d)(ii) | Please give details about each situation set out in your response to question C.2(d)(i), including the date(s) when the issue(s) arose. | Free text |
| C.2(d)(iii) | Please give details about: <ul style="list-style-type: none"> any measures the Applicant has taken to ensure that the situation(s) are resolved the outcome of any proceedings | Free text |
| C.2(e)(i) | Please confirm if the pre-pack administration arrangement was entered into by: <ul style="list-style-type: none"> the Applicant; any of its predecessor bodies For the avoidance of doubt, where Applicants need to provide details relating to multiple pre-pack agreements, information should be provided for each instance. | Free text |
| C.2(e)(ii) | Please give details about each situation set out in your response to question C.2(e)(i), including the date(s) when agreements were reached. | |
| C.2(e)(iii) | Please outline the agreement reached. In particular your response should set out the terms of the agreement in relation to the liabilities owed by the organisation subject to the pre-pack arrangement and when they would be repaid | |
| C.2(e)(iv) | Were any liabilities of the organisation subject to the pre-pack arrangement owed to HMRC in relation to tax or VAT? | Yes (Answer C.2(e) (v) – C.2.(e)(vi)) No |
| C.2(e)(v) | Please set out: <ul style="list-style-type: none"> the amount(s) owing to HMRC in respect of tax and/or VAT; the date on which these liabilities ought to have been paid; | |

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| | <ul style="list-style-type: none"> • details of any agreement reached with HMRC to repay the liabilities prior to the pre-pack arrangement; • what, if any, agreement the purchasing organisation has reached with HMRC in respect of these liabilities, including the date on which all liabilities have been or will be repaid. | |
| C.2(e)(vi) | Was the organisation subject to a pre-pack agreement a legal aid provider? | Yes (Answer C.2(e)(vii) – C.2(e)(viii) No |
| C.2(e)(vii) | Please provide the name of the organisation subject to the pre-pack arrangement and, where known, the lead LAA Account Number. | Free text |
| C.2(e)(viii) | <p>Please provide details of any due diligence undertaken as to the financial position of the organisation with the LAA subject to the pre-pack arrangement.</p> <p>In particular please set out your understanding of their debt position (and provide the amount owing as understood from your due diligence) in relation to Controlled Work and Unrecouped Payments on Account.</p> | Free text |
| C.2(e)(ix) | Please provide details of any agreement reached with the LAA to bill outstanding cases and/or repay sums owed to the LAA. | Free text |
| C.2(e)(x) | Please provide details of the current debt position with the LAA of the organisation subject to the pre-pack arrangement. | Free text |
| C.2(f)(i) | <p>Please confirm whether the IVA or CVA applies to:</p> <ul style="list-style-type: none"> • a member of Key Personnel of the Applicant; • a member of Key Personnel of any of its predecessor bodies; • a member of Key Personnel at a previous organisation; • the Applicant; | Free text |

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| | <ul style="list-style-type: none"> any of the Applicant's predecessor bodies <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple IVAs or CVAs, information should be provided for each instance.</p> | |
| C.2(f)(ii) | Please provide the value(s) of the IVA and/or CVA when entered into | Free text |
| C.2(f)(iii) | Please provide the date(s) on which the IVA and/or CVA was entered into | Free text |
| C.2(f)(iv) | When is the IVA or CVA due to be discharged? | Free text |
| C.2(f)(v) | In respect of any instance set out in response to C.2(f)(i), is/has the Applicant or any member of its Key Personnel either at this organisation or any previous organisation (been) the subject of an IVA or a CVA as a result of the non-payment of taxes or social security contributions? | Yes (Answer C.2(f)(vi) to C.2(f)(viii)) No |
| C.2(f)(vi) | Have/Are the outstanding taxes or social security contributions been/being repaid in full as a result of the imposition of the IVA or CVA? If yes, please also confirm the date they were/will be repaid in full. If no, please confirm the proportion of the taxes or social security contributions that is/will be outstanding. | Free text |
| C.2(f)(vii) | What proportion of the outstanding taxes or social security contributions has been repaid through the IVA/CVA to date, expressed as pence in the pound. Where the IVA/CVA has now completed its payment schedule, please answer 'N/A'. | Free text |

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| C.2(f)(viii) | Has/Was the IVA or CVA imposed as a result of the non-payment of taxes or social security contributions been the subject of any rescheduling or missed payments? | Yes (Answer C.2(f)(ix) – C.2(f)(xii)) No (Answer C2(f)(x) – C.2(f)(xii)) |
| C.2(f)(ix) | <p>Where the IVA or CVA has/was the subject to any rescheduling of repayments or missed payments, please provide:</p> <ul style="list-style-type: none"> • the reason for scheduling or missing payments; • details of what changes were agreed, including the date when the rescheduling occurred. In the case of missed payments, please provide details of any agreement to repay the arrears; and • confirmation of changes to the repayment amount (including the amount the repayments were changed from); and • confirmation of any change to the date of discharge (including the original date of discharge). <p>Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".</p> | Free text |
| C.2(f)(x) | <p>On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable fall due?</p> <p>For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.</p> | Free text |

| | | |
|-------------|--|--------------------------------|
| C.2(f)(xi) | Have all subsequent payments of taxes and social security contributions for both the Applicant and each of its Key Personnel following the imposition of the IVA/CVA been met? | Yes No (Answer C.2(f)(xii)) |
| C.2(f)(xii) | Where the Applicant has answered “No” to C2(f)(xi), please provide details of: - the type of liability owing (which tax or social security contribution); and - to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and - the amount of the outstanding liability; and - the date on which the amount became due; and - whether there is a binding agreement in place to repay the amount. | Free text |
| C.2(g)(i) | Please confirm whether the CCJ(s) applies to: <ul style="list-style-type: none"> • a member of Key Personnel of the Applicant; • a member of Key Personnel of any of the Applicant’s predecessor bodies; • a member of Key Personnel at a previous organisation; • the Applicant; For the avoidance of doubt, where Applicants need to provide details relating to multiple events, information should be provided for each instance. | Free text |
| C.2(g)(ii) | Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued | Free text |

| | | |
|-------------|---|-----------|
| C.2(g)(iii) | Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued | Free text |
| C.2(g)(iv) | Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid | Free text |
| C.2(g)(v) | Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future | Free text |
| C.2(h)(i) | <p>Please confirm whether the event(s) applies to:</p> <ul style="list-style-type: none"> • the Applicant; • any of the Applicant's predecessor bodies <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple events, information should be provided for each instance.</p> | Free Text |
| C.2(h)(ii) | Please provide the name of the entity(ities) which owes the liability | Free Text |
| C.2(h)(iii) | Please provide the LAA Account Number(s) under which liabilities are owed | Free Text |
| C.2(h)(iv) | <p>Please provide the value of the liabilities owed</p> <p>Please note the LAA may check its own records to confirm if there are liabilities outstanding under contingent liability contracts relating to the Applicant and/or any of its Predecessor Bodies.</p> | |
| C.2(h)(v) | Please provide details of the circumstances which led to the liabilities remaining outstanding, including when the liabilities became due | Free Text |
| C.2(h)(vi) | Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid | Free text |

| | | |
|--------|--|---------------------------------------|
| C.3 | Has the Applicant or any of its Key Personnel been found guilty of professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (e) below. | Free text |
| C.3(a) | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant” | Free text |
| C.3(b) | Please give the date when the event(s) occurred | Free text |
| C.3(c) | Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification | Free text |
| C.3(d) | Please give: <ul style="list-style-type: none"> the date that the finding of grave professional misconduct/disqualification was made. If no finding has been made to date, please give the date of any disciplinary body hearing date if known; detail of any sanction applied; and which body made the finding of guilt / is investigating the allegations | Free text |
| C.3(e) | Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the finding or allegations of grave professional misconduct or disqualification. | Free text |
| C.4 | Has the Applicant or any of its Key Personnel entered into agreements with other economic operators aimed at distorting competition? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.4, it must give details by answering questions C.4 (a) - (d) below. | |

| | | |
|--------|--|---------------------------------------|
| C.4(a) | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant” | Free text |
| C.4(b) | Please give the date when the event(s) occurred | Free text |
| C.4(c) | Please confirm the nature of the event(s) leading to an agreement with other market operators aimed at distorting competition | Free text |
| C.4(d) | Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the distortion of competition. | Free text |
| C.5 | Is the Applicant or any of its Key Personnel aware of any conflict of interest within the meaning of Regulation 24 of the Public Contracts Regulations 2015 due to the participation in the procurement procedure or been involved in the preparation of the procurement procedure? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.5, it must give details by answering question C.5(a) below. | Free text |
| C.5(a) | Please describe the nature of the conflict, including how this might be perceived to compromise the Applicant’s impartiality and independence in the context of the procurement procedure. | Free text |
| C.6 | Has the Applicant or any of its Key Personnel shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract (other than with the LAA), a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation that has had a contract terminated (other than by the LAA) within the last three years. | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.6, it must give details by answering questions C.6(a) - (h) below. | |

| | | |
|--------|--|--|
| C.6(a) | Please give the name of the organisation with whom this contract was held | Free text |
| C.6(b) | Please give the date on which this contract commenced | Free text |
| C.6(c) | Please give the value of the contract and the time period for which the full contract was due to run | Free text |
| C.6(d) | Please confirm the nature of the sanction that was applied | Free text |
| C.6(e) | Please give the date when the early termination/damages/comparable sanction took effect | Free text |
| C.6(f) | If the Applicant has answered "Yes" in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination relates. If the termination relates to the Applicant, please answer "Relates to Applicant" | Free text |
| C.6(g) | Please confirm the reason for the early termination/damages/comparable sanction | Free text |
| C.6(h) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/damages/comparable sanction | Free text |
| C.7 | <p>Has the Applicant or any of its Key Personnel had any contract with the LAA terminated in whole or in part within the last five years (not restricted to civil contracts), or is it currently in receipt of a notice to terminate?</p> <p>The Applicant must also answer "Yes" to this question if any of its Key Personnel worked as Key Personnel at another organisation which has had a contract with the LAA terminated in whole or in part within the last five years or is currently in receipt of a notice to terminate.</p> <p>For the avoidance of doubt, do not answer "Yes" if the termination was by the LAA in accordance with its "no fault" termination rights.</p> | <p>Yes (discretionary fail)</p> <p>No (Pass)</p> |
| | Exceptional circumstances – if the Applicant has answered "Yes" to question C.7, it must give details by answering questions C.7(a) - (f) below. | |

| | | |
|--------|--|---|
| C.7(a) | Please indicate whether the Applicant's termination or notice to terminate relates to the whole contract or a particular Class of Work and/or Category of Law. If the termination relates to a particular Class of Work/ Category of Law, please state which. | Free text |
| C.7(b) | Please give the date when the termination took effect/notice to terminate was received | Free text |
| C.7(c) | If the Applicant has answered "Yes" in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to the Applicant, please answer "Relates to Applicant" | Free text |
| C.7(d) | Please confirm the reason for the termination/notice to terminate | Free text |
| C.7(e) | If the Applicant has received a notice to terminate, please set out the steps taken in relation to this and at what stage the Applicant is in any appeal process. If the appeal process has concluded, or the Applicant chose not to appeal, please confirm the outcome of the appeal or that the Applicant chose not to appeal, as appropriate. | Free text |
| C.7(f) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination | Free text |
| C.8 | Has the Applicant or another organisation which employed or engaged any of the Applicant's Key Personnel at the time, in the last 5 years, received a 'Below Competence' (4) or 'Failure in Performance' (5) rating at Peer Review in the Housing and Debt Categories of Law that resulted in a decision of termination by the LAA? | Yes (discretionary fail) No (Pass) |
| | Exceptional circumstances – if the Applicant has answered "Yes" to question C.8, you must give details by answering questions C.8(a) - (c) below. | |

| | | |
|---------|--|--|
| C.8(a) | Please confirm the adverse Peer Review rating(s) received in relation to the Housing and Debt Categories of Law. Where you have received more than one adverse Peer Review rating, please provide details of each rating. | Free text |
| C.8(b) | Please give the date(s) when you were notified of the relevant Peer Review rating(s). | Free text |
| C.8(c) | Please give the date when any notification of termination was issued. | Free text |
| C.9 | <p>Has anyone in your organisation received notification from the LAA that they may not conduct publicly funded work under an LAA Contract?</p> <p>For the avoidance of doubt this includes any Civil, Crime, VHCC, CLA, HPCDS or Individual Case Contract.</p> <p>Any individual who has received notification from the LAA that they may not conduct publicly funded work under an LAA Contract may not conduct publicly funded work under the 2018 Standard Civil Contract or HPCDS Contract.</p> <p>Where that individual is a member of your Key Personnel, the Applicant may be rejected from the procurement process, subject to an assessment of the questions below</p> | <p>Yes (discretionary fail)</p> <p>No (pass)</p> |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, you must give details by answering questions C.9(a) - (h) below. | |
| C.9(a) | Please provide the full name(s) of the individual(s) who have been notified that they may not conduct publicly funded work under an LAA contract | Free text |
| C.9 (b) | Is/are the individual(s) a member of Key Personnel? | <p>Option:</p> <p>Yes</p> <p>No</p> |

| | | |
|---------|--|---|
| C.9(c) | Please confirm the job title(s) of the individual(s) who has/have been notified that they may not conduct publicly funded work under an LAA contract | Free text |
| C.9(d) | Please provide the date on which the individual(s) was/were notified | Free text |
| C.9(e) | Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract. | Free text |
| C.9(f) | Please provide a copy of the letter sent by the LAA informing the Applicant/individual(s) of this restriction | Attachment |
| C.9(g) | What action has the Applicant undertaken to ensure that the individual does not conduct publicly funded work under an LAA contract? | Free text |
| C.9(h) | What action has the Applicant and/or individual undertaken to ensure that the events which led to the individual being excluded from conducting publicly funded work under an LAA contract do not occur again? | Free text |
| | Please answer the following statements: | |
| C.10 | The Applicant: (i) is/has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for rejection or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015 | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, it must give details by answering questions C.10(a) - (e) below. | |
| C.10(a) | Please give the name of the contracting authority from whom your organisation withheld/misrepresented information | Free text |

| | | |
|---------|--|---------------------------------------|
| C.10(b) | Please confirm the nature of the affected contract(s) | Free text |
| C.10(c) | Please give the date when the event(s) occurred | Free text |
| C.10(d) | Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information | Free text |
| C.10(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information | Free text |
| C.11 | The Applicant or any of its Key Personnel has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning rejection, selection or award. | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if the Applicant has answered “Yes” to question C.11, it must give details by answering questions C.11(a) - (e) below. | |
| C.11(a) | Please give the name of the contracting authority(ies) affected | Free text |
| C.11(b) | Please confirm the nature of the affected contract(s) | Free text |
| C.11(c) | Please give the date when the event(s) occurred | Free text |
| C.11(d) | Please confirm the action taken by the contracting authority as a result of the Applicant’s action | Free text |
| C.11(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/negligently or materially influencing procurements and/or contracting authorities | Free text |

| | | |
|---------|--|--|
| C.12 | Have any of the Applicant's Key Personnel (irrespective of which organisation they were working for) received any conditions on their practising certificates imposed by a regulatory body, Relevant Professional Body or Complaints Body within the last three years? | Yes (discretionary fail) No (Pass) |
| | Exceptional circumstances – if the Applicant has answered “yes” to question C.12, it must give details by answering questions C.12(a) – (e) below. | |
| C.12(a) | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. | Free text |
| C.12(b) | Please give details about the nature of the event(s) leading to the imposition of the condition(s), including the date when the event(s) occurred | Free text |
| C.12(c) | Please give details of the condition(s) that were imposed, including the date they were imposed | Free text |
| C.12(d) | Please give details of the nature of any current condition(s) on practising certificates | Free text |
| C.12(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of condition(s) | Free text |
| C.13 | Is the Applicant a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes (Answer C.13(a)) No (Pass) |
| C.13(a) | If you have answered yes to question C.13 are you compliant with the annual reporting requirements contained within Section 54 of the Act? | Yes (pass) (Answer C.13(b)) No (discretionary fail) |

| | | |
|---------|---|-----------|
| C.13(b) | Please provide the relevant URL to view the statement | Free text |
| | Exceptional circumstances – if the Applicant has answered “No” to question C.13(a), it must give details by answering question C.13(c) below. | |
| C.13(c) | Please provide all relevant information for the LAA to consider your exceptional circumstances including why you are currently not compliant and what steps are being taken to become compliant with the Act. Please provide timescales for activity to be completed. | Free text |

Section D – Declaration

I give my undertaking that I am either

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

and so authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct.

I understand that the information will be used in the process to assess the Applicant’s suitability to be offered a 2018 Standard Civil Contract with authorisation to undertake Housing and Debt Contract Work and/or an Exclusive Schedule under a 2013 Standard Civil Contract (as amended).

I understand that the LAA may conduct verification checks and may reject this Selection Questionnaire Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

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

ANNEX B: HOUSING AND DEBT PROCUREMENT AREAS

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

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

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

| LAA Region | Housing and Debt Procurement Area | Local Authorities included in the Procurement Area |
|-----------------------|--|---|
| Leeds | City of Kingston upon Hull | Hull City Council |
| Manchester | Cheshire | Cheshire East Council Cheshire West and Chester Council |
| | Wigan | Wigan Metropolitan Borough Council |
| South Tyneside | South Tyneside | South Tyneside Council |
| Birmingham | Shropshire | Shropshire Council Telford and Wrekin Council |
| | Staffordshire | Staffordshire County Council |
| Cardiff | South East Wales | Blaenau Gwent County Borough Council Caerphilly County Borough Council Monmouthshire County Council Newport City Council Torfaen County Borough Council |

Annex C: Housing Possession Court Duty Scheme Guides

Housing Possession Court Duty Scheme: Basildon

This guide is designed to provide information on the Basildon Scheme for HPCDS services from December 2022. 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 Basildon Combined Court.

| Court location covered by the Basildon Scheme | Address | Contact details and Opening times | Parking Information |
|--|-------------------------------------|--|----------------------------------|
| Basildon Combined Court Crown Court location code: 461 County Court location code: 153 | The Gore Basildon SS14 2EW | Enquiries: County Court Tel: 0344 892 4000 Crown Court Tel: 01268 458 000 Email: County Court: enquiries.basildon.countycourt@justice.gov.uk Crown Court: enquiries.basildon.crowncourt@justice.gov.uk Court open: Monday to Friday 9 am to 5pm For County Court enquiries, by prior appointment only | No parking information available |

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 and neighbouring Housing and Debt Procurement Areas are:

| Corresponding Housing and Debt Procurement Area | Local Authorities included in the Procurement Area |
|---|--|
| West Essex | Essex County Council, Basildon Borough Council |

HPCDS volumes in the Basildon Scheme

The tables below indicate historical data for the Basildon HPCDS

| Scheme | Acts of Assistance | |
|----------|-------------------------------|----|
| Basildon | October 2021 - September 2022 | 74 |

| Court | Time period | Total number of Listings | Listing Information – Types of Hearing | | | |
|-------------------------|--------------------------|--------------------------|--|----------------------|------------------|-----------------|
| | | | Mortgage | Accelerated Landlord | Private Landlord | Social Landlord |
| Basildon Combined Court | October 2021 - June 2022 | 803 | 133 | 250 | 239 | 181 |

| Court | Listing Days |
|-------------------------|--------------|
| Basildon Combined Court | Fridays |

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.

Housing Possession Court Duty Scheme: Crewe

This guide is designed to provide information on the Crewe Scheme for HPCDS services from December 2022. 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 Crewe County Court and Family Court.

| Court location covered by the Crewe Scheme | Address | Contact details and Opening times | Parking Information |
|--|--|---|---|
| Crewe County Court and Family Court County Court location code: 181 | The Law Courts Civic Centre Crewe CW1 2DP | Enquiries: Tel: 01270 539 300 Email: ch-crewectycivil@justice.gov.uk Court open: Monday to Friday 9 am to 4pm Counter service by prior appointment only. | There are no parking facilities at this building, however a Pay and Display car park is available adjacent to the courthouse. |

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 and neighbouring Housing and Debt Procurement Areas are:

| Corresponding Housing and Debt Procurement Area | Local Authorities included in the Procurement Area |
|--|--|
| Cheshire | Halton Borough, Cheshire East Council Cheshire West and Chester Council |

HPCDS volumes in the Crewe Scheme

The tables below indicate historical data for the Crewe HPCDS

| Scheme | Acts of Assistance | |
|--------|-------------------------------|---|
| Crewe | October 2021 - September 2022 | 0 |

| Court | Time period | Total number of Listings | Listing Information – Types of Hearing | | | |
|-------------------------------------|--------------------------|--------------------------|--|----------------------|------------------|-----------------|
| | | | Mortgage | Accelerated Landlord | Private Landlord | Social Landlord |
| Crewe County Court and Family Court | October 2021 - June 2022 | 204 | 54 | 32 | 70 | 48 |

| Court | Listing Days |
|-------------------------------------|--------------|
| Crewe County Court and Family Court | Tuesdays |

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.

Housing Possession Court Duty Scheme: Hull

This guide is designed to provide information on the Hull Scheme for HPCDS services from December 2022. 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 Kingston Upon Hull Combined Court Centre.

| Court location covered by the Hull Scheme | Address | Contact details and Opening times | Parking Information |
|---|--------------------------------------|--|----------------------------------|
| Kingston Upon Hull Combined Court Centre County Court location code: 239 | Lowgate, Kingston-upon-Hull, HU1 2EZ | Enquiries: Tel: 01482 586 161 Email: enquiries.kingstonuponhull.countycourt@Justice.gov.uk Court open: Monday to Friday 9 am to 5pm Counter service by prior appointment only. | No parking information available |

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 and neighbouring Housing and Debt Procurement Areas are:

| Corresponding Housing and Debt Procurement Area | Local Authorities included in the Procurement Area |
|--|---|
| City of Kingston upon Hull | Hull City Council |

HPCDS volumes in the Hull Scheme

The tables below indicate historical data for the Hull HPCDS

| Scheme | Acts of Assistance |
|--------|-----------------------------------|
| Hull | October 2021 - September 2022 2 |

| Court | Time period | Total number of Listings | Listing Information – Types of Hearing | | | |
|--|--------------------------|--------------------------|--|----------------------|------------------|-----------------|
| | | | Mortgage | Accelerated Landlord | Private Landlord | Social Landlord |
| Kingston Upon Hull Combined Court Centre | October 2021 – June 2022 | 561 | 120 | 114 | 184 | 143 |

| Court | Listing Days |
|--|--------------|
| Kingston Upon Hull Combined Court Centre | Fridays |

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.

Housing Possession Court Duty Scheme: Medway and Maidstone

This guide is designed to provide information on the Medway and Maidstone Scheme for HPCDS services from December 2022. It provides information on the Scheme and the court covered.

About the court locations in this Scheme

The court locations to be served in this Scheme are Maidstone Combined Court Centre and Medway County Court and Family Court

| Court location covered by the Medway and Maidstone Scheme | Address | Contact details and Opening times | Parking Information |
|---|---|---|---|
| <p>Maidstone Combined Court Centre</p> <p>Crown Court location code: 434</p> <p>County Court location code: 261</p> | <p>The Law Courts Barker Road Maidstone ME16 8EQ</p> | <p>Enquiries: Tel: 01622 202 000</p> <p>Email: Crown Court: maidstonecrowncourt@justice.gov.uk</p> <p>County Court: enquiries.medway.countycourt@justice.gov.uk</p> <p>Court open: Monday to Friday 9 am to 6pm</p> <p>County Court: Counter service by prior appointment only.</p> <p>Crown Court: Counter open 9.30am to 4.30pm</p> | <p>No parking information available</p> |
| <p>Medway County Court and Family Court</p> <p>County Court location code: 267</p> | <p>Medway County and Family Court The Brook Chatham ME4 4JZ</p> | <p>Enquiries: Tel: 01634 887 900</p> <p>Email: enquiries.medway.countycourt@justice.gov.uk</p> <p>Court open: Monday to Friday 9 am to 4pm</p> <p>Counter service by prior appointment only.</p> | <p>No parking information available</p> |

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 and neighbouring Housing and Debt Procurement Areas are:

| Corresponding Housing and Debt Procurement Area | Local Authorities included in the Procurement Area |
|---|---|
| Mid and South West Kent | Kent County Council, Ashford Borough Council, Maidstone Borough Council, Sevenoaks District Council, Tonbridge and Malling Borough Council, Tunbridge Wells Borough Council |
| North Kent and Medway | Medway Council, Dartford Borough Council, Gravesham Borough Council, Swale Borough Council |

HPCDS volumes in the Medway and Maidstone Scheme

The tables below indicate historical data for the Medway and Maidstone HPCDS

| Scheme | Acts of Assistance |
|----------------------|----------------------------------|
| Medway and Maidstone | October 2021 - September 2022 88 |

| Court | Time period | Total number of Listings | Listing Information – Types of Hearing | | | |
|--------------------------------------|--------------------------|--------------------------|--|----------------------|------------------|-----------------|
| | | | Mortgage | Accelerated Landlord | Private Landlord | Social Landlord |
| Maidstone Combined Court Centre | October 2021 - June 2022 | 211 | 52 | 1 | 62 | 96 |
| Medway County Court and Family Court | October 2021 - June 2022 | 846 | 153 | 255 | 349 | 89 |

| Court | Listing Days |
|---------------------------------|--------------|
| Maidstone Combined Court Centre | Mondays |

| | |
|--------------------------------------|--|
| Medway County Court and Family Court | Mondays - Hearings are currently being held in Medway Holiday Inn, Maidstone Rd, Rochester ME5 9SF |
|--------------------------------------|--|

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.

Housing Possession Court Duty Scheme: Stafford

This guide is designed to provide information on the Stafford Scheme for HPCDS services from December 2022. 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 Stafford Combined Court Centre

| Court location covered by the Stafford Scheme | Address | Contact details and Opening times | Parking Information |
|---|---|--|---|
| Stafford Combined Court Centre County Court location code: 333 | Victoria Square Stafford ST16 2QQ | Enquiries: Tel: 01782 854 000 Email: hearings.stoke.countycourt@justice.gov.uk Court open: Monday to Friday 8:30 am to 6pm Counter service by prior appointment only. | There is no parking available at this venue |

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 and neighbouring Housing and Debt Procurement Areas are:

| Corresponding Housing and Debt Procurement Area | Local Authorities included in the Procurement Area |
|--|---|
| Staffordshire | Staffordshire County Council |

HPCDS volumes in the Stafford Scheme

The tables below indicate historical data for the Stafford HPCDS

| Scheme | Acts of Assistance |
|---------------|------------------------------------|
| Stafford | October 2021 – September 2022 19 |

| Court | Time period | Total number of Listings | Listing Information – Types of Hearing | | | |
|--------------------------------|--------------------------|--------------------------|--|----------------------|------------------|-----------------|
| | | | Mortgage | Accelerated Landlord | Private Landlord | Social Landlord |
| Stafford Combined Court Centre | October 2021 – June 2022 | 86 | 25 | 0 | 16 | 45 |

| Court | Listing Days |
|--------------------------------|--------------------------------|
| Stafford Combined Court Centre | Thursdays (first of the month) |

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.

Housing Possession Court Duty Scheme: Walsall

This guide is designed to provide information on the Walsall Scheme for HPCDS services from December 2022. 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 Walsall County and Family Court.

| Court location covered by the Walsall Scheme | Address | Contact details and Opening times | Parking Information |
|--|---|--|----------------------------------|
| Walsall County and Family Court County Court location code: 358 | Bridge House Bridge Street Walsall WS1 1JQ | Enquiries: 01922 728 855 Counter appointments: 01922 728 857 Email: enquiries.walsall.countycourt@justice.gov.uk Court open: 10am to 2pm (For prior appointments only) | No parking information available |

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 and neighbouring Housing and Debt Procurement Areas are:

| Corresponding Housing and Debt Procurement Area | Local Authorities included in the Procurement Area |
|--|---|
| Walsall | Walsall Metropolitan Borough Council |

HPCDS volumes in the Walsall Scheme

The tables below indicate historical data for Walsall HPCDS

| Scheme | Acts of Assistance |
|---------|------------------------------------|
| Walsall | October 2021 – September 2022 25 |

| Court | Time period | Total number of Listings | Listing Information – Types of Hearing | | | |
|---------------------------------|--------------------------|--------------------------|--|----------------------|------------------|-----------------|
| | | | Mortgage | Accelerated Landlord | Private Landlord | Social Landlord |
| Walsall County and Family Court | October 2021 – June 2022 | 666 | 146 | 139 | 165 | 216 |

| Court | Listing Days |
|---------------------------------|----------------------|
| Walsall County and Family Court | No set day currently |

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

ANNEX D: INVITATION TO TENDERS

Housing and Debt ITT

Section A - Individual Bid details

| | Question | Response Type |
|-------------|--|--|
| Note | Applicants wishing to bid for a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law must submit a response to this Invitation To Tender (ITT). Applicants must ensure that they also complete and submit a response to ITT_724 - Selection Questionnaire for Housing and Debt and HPCDS Contracts | |
| A.1.i | Please confirm the Procurement Area in which you wish to deliver Housing & Debt Contract Work | Options list: City of Kingston upon Hull Cheshire Shropshire Staffordshire South Tyneside Wigan |
| Note | Where the Applicant indicates that it is tendering to deliver Contract Work from multiple Offices, it will then be required to enter the relevant details as applicable for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so | |

| | | |
|---------|--|-----------------------------------|
| | on for up to 5 Offices. Where an Applicant wishes to tender to deliver Contract Work from more than 5 Offices, it must contact the LAA in accordance with paragraph 4.21 of the IFA. | |
| A.1.ii | Is the Applicant intending to deliver Housing and Debt Contract Work from another Office? | Options list: Yes No |
| A.2.i | Please enter the Office address (excluding postcode) from which you intend to deliver Contract Work in this Procurement Area. In accordance with paragraph 2.30 of the IFA Applicants are not required to have operational offices at the point of submitting a Tender. If you do not yet know the address of the Office from which you intend to deliver Contract Work in this Procurement Area, please enter 'TBC'. This information must be provided by 23:59 on 21 November 2022. | Free text |
| A.2.ii | Please enter the Office postcode for the Office from which you intend to deliver Contract Work in this Procurement Area. In accordance with paragraph 2.30 of the IFA Applicants are not required to have operational offices at the point of submitting a Tender. If you do not yet know the postcode of the Office from which you intend to deliver Contract Work in this Procurement Area, please enter 'TBC'. This information must be provided by 23:59 on 21 November 2022 | Free text |
| A.2.iii | If the Applicant currently delivers legal aid contract work from the Office from which it intends to deliver Contract Work in this Procurement Area please enter the LAA Account Number for this Office. LAA Account Numbers are alphanumeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation. | Free text |

| | | |
|---------|---|---|
| | Where you do not currently have a LAA Account Number for this Office please enter 'N/A'. | |
| A.2.iv | Please confirm the type of presence from which you intend to deliver Housing and Debt Contract Work from this Office. | Options list: Permanent Presence Part Time Presence |
| A.2.v | Please provide the name(s) of the nominated Supervisor(s) you intend to supervise Housing and Debt Contract Work for this Individual Bid. | Free Text |
| A.2.vi | Are you able to start delivering Housing and Debt Contract Work from this Office from 1 December 2022? | Options list: Yes No (answer A.2.vii) |
| A.2.vii | If you are not able to start delivering Housing and Debt Contract Work from this Office from 1 December 2022, please confirm the date from which you can start delivering Housing and Debt Contract Work. | Free Text |

Section B – Verification information

| | | |
|-------------|--|----------------------|
| Note | <p>In accordance with paragraphs 4.22 and 8.1 of the IFA, Applicants must submit compliant verification information with their ITT Response (except Office address(es)). This consists of a compliant:</p> <ul style="list-style-type: none"> • SRA number, BSB number or CILEx Regulation ID • Lexcel Certificate or SQM Certificate, valid at the Contract Start Date • Supervisor Declaration Form for each Supervisor named in an Applicant’s Individual Bids • Authorised Litigator name and roll number <p>Where an Applicant does not provide Office address(es) with their Tender they must provide them no later than 23:59 21 November 2022.</p> | |
| | Question | Response Type |
| B.1 | Please provide the Applicant organisation’s SRA number, BSB number or CILEx Regulation ID. | Free text |
| B.2 | Please provide the Applicant’s Lexcel Certificate or SQM Certificate, valid at the Contract Start Date | Attachment |
| B.3 | <p>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.</p> <p>Please provide at least one compliant Supervisor Declaration Form for each Supervisor in the Housing & Debt Category of Law.</p> <p>As set out at paragraph 2.26 of the 2018 Standard Civil Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each. In accordance with paragraph</p> | Attachment |

| | | |
|-------|--|-----------|
| | <p>4.23 of the IFA, Applicants should ensure they submit the appropriate number of Supervisor Declaration Forms for the number of Individual Bids they are making.</p> <p>Where an Applicant wishes to submit more than one Supervisor Declaration Form for one or more of its Individual Bids, the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded as an attachment.</p> <p>The Supervisor Declaration Form template is available to download from: https://www.gov.uk/government/publications/standard-civil-contract-2018.</p> | |
| B.4 | <p>The Applicant must employ at least one PTE Authorised Litigator with experience of carrying out cases within the Housing & Debt Categories of Law.</p> <p>Please provide the Authorised Litigator's name and roll number.</p> | Free text |
| B.5.i | <p>Applicants must have at least one Office in England and Wales which is a Permanent Presence as set out a paragraph 2.7 of the IFA.</p> <p>Please enter the address of an Office in England and Wales which meets the definition of a Permanent Presence.</p> <p>In accordance with paragraph 2.30 of the IFA this Office is not required to be operational at the point of submitting a Tender. If you do not yet know the address of the Office in England and Wales which will meet the definition of a Permanent Presence, please enter 'TBC'. This information must be provided by 23:59 on 21 November 2022.</p> | Free Text |

| | | |
|---------|---|-----------|
| B.5.ii | <p>Please enter the postcode of the Office in England and Wales which meets the definition of a Permanent Presence.</p> <p>In accordance with paragraph 2.30 of the IFA this Office is not required to be operational at the point of submitting a Tender. If you do not yet know the address of the Office in England and Wales which will meet the definition of a Permanent Presence, please enter 'TBC'. This information must be provided by 23:59 on 21 November 2022</p> | Free Text |
| B.5.iii | <p>If the Applicant currently delivers legal aid contract work from the Office in England and Wales which is a Permanent Presence please enter the LAA Account Number for this Office.</p> <p>LAA Account Numbers are alphanumeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation.</p> <p>Where you do not have a LAA Account Number for this Office please enter 'N/A'.</p> | Free Text |

Section C: Warranties and Declaration

This section MUST BE COMPLETED by all Applicants wishing to bid for a 2018 Standard Civil Contract with schedule authorisation in the Categories of Housing and Debt.

Declaration

By completing and submitting this ITT Response, the Applicant confirms that it will meet the following requirements by the Contract Start Date and confirms it will evidence that it meets these requirements as part of this ITT Response, except for Office address which it will evidence by 23:59 21 November 2022:

- be authorised by a Relevant Professional Body. For the avoidance of doubt this does not preclude non-solicitor entities from applying. Individuals applying to hold the 2018 Standard Civil Contract must have all necessary licenses and authorisations to conduct Contract Work by the Contract Start Date; and
- hold a relevant Quality Standard; and
- have at least one Office in England and Wales which meets the Permanent Presence requirements set out in the 2018 Standard Civil Contract Specification; and
- employ at least one Full Time Equivalent (FTE) Supervisor who meets the Supervisor Standard in the Housing and Debt Category; and
- meet the one FTE Supervisor: four FTE caseworkers ratio at each Office from which it is tendering to deliver Housing and Debt Contract Work; and
- employ at least one PTE Authorised Litigator with experience of delivering Housing and Debt cases, who will be available to each of its Offices to deliver Licensed Work
- have either an Office that is either a Permanent Presence or a Part Time Presence in the Procurement Area(s) in which it is tendering to deliver Housing and Debt Contract Work

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 ITT Response are correct. I understand that the information will be used in the process to assess the Applicant’s suitability to be offered a 2018 Standard Civil Contract for Contract Work in the Housing and Debt Categories of Law. I understand that the LAA may conduct verification checks and may reject this ITT Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. I understand the LAA will verify my Tender and I will be required to evidence the information and warranties in the Applicant’s Tender, including in this ITT Response, as part of this ITT Response (except for Office address(es)).

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

HPCDS ITT

Section A – Individual Bid details

| | Question | Response Type |
|--------|--|--|
| Note | Applicants wishing to bid for a HPCDS Contract must submit a response to this Invitation To Tender (ITT). Applicants must ensure that they also complete and submit a response to ITT_ 724 - Selection Questionnaire for Housing and Debt and HPCDS Contracts | |
| A.1.i | Please confirm the Housing Possession Court Duty Scheme you are bidding for | Options list: Basildon Crewe Hull Medway and Maidstone Stafford Walsall |
| Note | Where the Applicant indicates that it is tendering to deliver Contract Work at multiple HPCDS, it will then be required to enter the relevant details as applicable for a second HPCDS. It will then be asked to indicate whether it wishes to deliver work from another HPCDS and give the details, and so on for up to 5 HPCDS. | |
| A.1.ii | Is the Applicant bidding to deliver Contract Work in another Housing Possession Court Duty Scheme? | Options list: |

| | | |
|-------------|--|-----------|
| | | Yes No |
| Note | <p>The LAA will give preference to those organisations who hold, or successfully bid for as part of this procurement process, a 2018 Standard Civil Contract with Schedule authorisation to conduct Housing and Debt Contract Work in the corresponding Housing and Debt Procurement Areas.</p> <p>As set out at paragraph 6.29 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.</p> <p>For new offices the LAA will review the outcome of the assessment of the Individual Bid for Housing & Debt services to confirm the Applicant's nominated Office is in the corresponding Procurement Area and will have authorisation in the Housing and Debt Categories of Law.</p> <p>Where the LAA's records or the Applicants Individual Bid(s) for Housing and Debt services do not confirm that the Applicant has (or will have) 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.</p> | |
| A.2.i | <p>Please enter the Office address, where known, (excluding postcode) from which you intend to deliver this Housing Possession Court Duty Scheme.</p> <p>If you intend to deliver this HPCDS from an Office from which you have also bid to deliver Housing and Debt Contract Work through this procurement process and you do not yet know the address of the Office, please enter 'TBC'. This information must be provided by 23:59 on 21 November 2022.</p> | Free text |
| A.2.ii | Please enter the Office postcode for the Office from which you intend to deliver this Housing Possession Court Duty Scheme. | Free text |

| | | |
|-------------|--|--|
| | If you intend to deliver this HPCDS from an Office from which you have also bid to deliver Housing and Debt Contract Work through this procurement process and you do not yet know the address of the Office, please enter 'TBC'. This information must be provided by 23:59 on 21 November 2022. | |
| A.2.iii | <p>If the Applicant currently delivers legal aid contract work from the Office from which it intends to deliver this Housing Possession Court Duty Scheme please enter the LAA Account Number for this Office.</p> <p>LAA Account Numbers are alphanumeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation.</p> <p>Where you do not currently have a LAA Account Number for this Office please enter 'N/A'.</p> | Free text |
| A.2.iv | <p>Is the Office from which you are bidding to deliver HPCDS Contract work for the Scheme located in the corresponding Housing & Debt Procurement Area (see Annex C for the corresponding Housing & Debt Procurement Area(s) for each HPCDS)?</p> <p>For existing Offices with schedule authorisation in the Housing and Debt Categories of Law a score will be attributed based on whether the Office is set out in its schedule as being a Permanent Presence or Part Time Presence. For new Offices, the LAA will attribute scores for whether the Office is a Permanent or Part Time Presence based on the response to question A.2.iv in an Applicant's corresponding Individual Bid(s) for Housing & Debt Contract Work.</p> | <p>Yes – 5 points if the Office is a Permanent Presence, 3 points if the Office is a Part Time Presence</p> <p>No – 0 points</p> |
| A.2.v | Please provide the name(s) of the nominated Supervisor(s) you intend to supervise HPCDS Contract Work for this Individual Bid. | Free Text |
| Note | <p>Preference will be given to Applicants who are current HPCDS providers.</p> <p>The LAA will check its own records to confirm whether the Applicant is a current HPCDS provider, has previous experience of being a current HPCDS provider or is currently acting as an agent for a current</p> | |

| | | |
|-------------|---|---|
| | HPCDS provider. Where the LAA's records do not confirm the position claimed by the Applicant, the LAA will reduce the score to reflect the actual position. | |
| A.3.i | Have you got experience of delivering HPCDS services? | <p>Yes, I am a current HPCDS provider – 5 points (answer A.3.ii)</p> <p>Yes, I have experience of being a HPCDS provider within the last 3 years – 3 points (answer A.3.ii)</p> <p>Yes, I currently act as an agent for a HPCDS provider – 1 point (answer A.3.ii)</p> <p>No – 0 points</p> |
| A.3.ii | In relation to your response to A.3.i, please confirm which HPCDS you are either the current provider of, have experience of delivering in the last 3 years, or currently act as an agent for. If you answered no to A.3.i please enter N/A. | Free Text |
| Note | Preference will be given to Applicants who are able to start delivering HPCDS Contract Work from 1 December 2022 | |

| | | |
|-------------|--|--|
| | | |
| A.4.i | Please confirm the date from which you can start delivering HPCDS Contract Work. | Options 1 December 2022 (3 points) 14 December 2022 (1 point) After 14 December (0 points) |
| A.4.ii | Where you have answered in response to A.4.i that you are able to start delivering HPCDS Contract Work after 14 December, please confirm the date from which you are able to start delivering HPCDS Contract Work. If you confirmed in response to A.4.i that you can start delivering HPCDS Contract Work from either 1 December or 14 December 2022 please answer N/A. | Free Text |
| Note | 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 1.29 – 1.31 of the IFA for further information on using Agents in the delivery of HPCDS services. | |
| A.5 | Will Agents be used in the delivery of this Scheme? | Yes No |
| Note | Where more than one Applicant is tied following Stages 1- 3 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. | |
| Note | 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 may deliver. | |
| A.6.i | <p>Scheme Delivery</p> <p>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.</p> <p>Please include how you will manage and resource this scheme as well as these other scheme(s).</p> | Free Text |
| A.6.ii | <p>Follow up Work</p> <p>Please used 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"> - 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 - How you will work with, and manage referrals to, local third sector organisations to provide additional help and support to Clients where appropriate. <p>Please include how this will work where you are delivering the HPCDS services remotely.</p> | Free Text |
| Note | <p>Verification information</p> <p>In accordance with paragraphs 4.34 and 8.1 of the IFA, Applicants must submit compliant verification information with their ITT Response. This consists of a compliant:</p> | |

| | | |
|--------|---|------------|
| | <ul style="list-style-type: none"> • Supervisor Declaration Form each Supervisor named at question A.2.v in this individual bid • Authorised Litigator name and roll number | |
| A.7.i | <p>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.</p> <p>Please provide at least one compliant Supervisor Declaration Form for each Supervisor in the Housing & Debt Category of Law.</p> <p>Where an Applicant wishes to submit more than one Supervisor Declaration Form for one or more of its Individual Bids, the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded as an attachment.</p> <p>As set out at paragraph 2.26 of the 2018 Standard Civil Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each.</p> <p>The Supervisor Declaration Form template is available to download from: https://www.gov.uk/government/publications/standard-civil-contract-2018.</p> | Attachment |
| A.7.ii | <p>The Applicant must employ at least one PTE Authorised Litigator with experience of carrying out cases within the Housing & Debt Categories of Law.</p> <p>Please provide the Authorised Litigator's name and roll number.</p> | Free Text |

Section B: Warranties and Declaration

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

Declaration

By completing and submitting this ITT Response, the Applicant confirms that it will meet the following Minimum Requirements specified at paragraph 2.6 of the Housing and Debt Services and HPCDS Services 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 at the Office from which it is tendering or as part of this procurement process have submitted a bid for one; 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:
 - a. be competent and suitably experienced; and
 - b. routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and
 - c. 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 ITT Response are correct. I understand that the information will be used in the process to assess the Applicant’s suitability to be offered a HPCDS Contract. I understand that the LAA may conduct verification checks and may reject this ITT Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. I understand the LAA will verify my Tender and I will be required to evidence the information and warranties in the Applicant’s Tender, including in this ITT Response, as part of this ITT Response.

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

ANNEX E: HPCDS Tie Break Scoring Guidance

Where more than one Applicant is tied following Stages 1- 3 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. | | |
|--|---|-------------------------|
| Question G.1: Scheme Delivery | Assessment | Points available |
| <p>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.</p> <p>Please include how you will manage and resource this scheme as well as these other scheme(s).</p> | <p>The answer should include:</p> <ul style="list-style-type: none"> • 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. • How you will ensure that there are sufficient Caseworkers and Supervisors available to deliver this scheme alongside other schemes(s) you may deliver • How you will deploy Supervisors to support Caseworkers where multiple courts are operational within the scheme • How you will ensure you have enough suitable equipment/technology to be able to provide services remotely (where required), particularly where multiple courts are in operation within the scheme • 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. <p>Extra points may be awarded where an Applicant is able to demonstrate:</p> <ul style="list-style-type: none"> • A flexible staffing approach including capacity to effectively meet increases in staffing requirements at short notice | 5 |

| | | |
|--|---|-------------------------|
| | <ul style="list-style-type: none"> • Evidence of any contingency arrangements that would ensure consistent delivery of the service • Details of how the Applicant would deal with any emergency warrants | |
| Question G.2: Follow up Work | Assessment | Points available |
| <p>Please use the text boxes provided to describe how you will ensure clients receive suitable follow on assistance. This includes:</p> <ul style="list-style-type: none"> - 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 - How you will work with, and manage referrals to, local third sector organisations to provide additional help and support to Clients where appropriate. <p>Please include how this will work where you are delivering the HPCDS services remotely.</p> | <p>The answer should include:</p> <ul style="list-style-type: none"> • 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. • Details of how the Applicant will identify where a Client might benefit from additional services provided by local third sector organisations. • Details of the process for referring Clients to local third sector organisations for assistance, where appropriate. • Where the Applicant is delivering HPCDS services remotely how it will ensure clients can access provision that is local to them <p>Extra points may be awarded where an Applicant is able to demonstrate:</p> <ul style="list-style-type: none"> • 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. • A strong understanding of and access to the available local services provided by third sector organisations which can provide additional help to Clients. | 5 |

| | | |
|--|---|--|
| | <ul style="list-style-type: none">• Either strong existing links or an effective plan to build strong links with local third sector organisations, which will support effective referrals of Clients. | |
|--|---|--|

ANNEX F: 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

For attention of Contract Liaison Manager

Sent via email to:

[date to be inserted]

2022

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 xx December 2022 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 xx December 2022. The award is further to the successful tender you submitted under the Legal Aid Agency procurement process which opened on 17 October 2022.

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 offer.

Once you have signed the contract 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 xx December 2022 and 29 April 2023¹;
- **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);

¹ Or from the date on which you tendered to deliver this service.

- **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;
- **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;
- **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 xx December (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 29 April 2023.

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
- 3.2 The General Rules to the 2018 Standard Civil Contract Specification shall apply to the Contract in place of the General Rules to the 2013 Standard Civil Contract Specification:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727153/2018_Standard_Civil_Contract_Specification_General_Provisions_July_2018.pdf
- 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

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] November 2022.**

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

OFFER ACCEPTANCE FORM

TO BE COMPLETED BY 23:59:59 ON XX November 2022

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] November 2022.

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] |
|---------------------------|--|

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

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

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

| | |
|-----------------|--|
| Fax number: | 01264 341908 |
| E-mail address: | civil.contracts@legalaid.gsi.gov.uk |

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

C Quality Standard

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

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 Number²:

Schedule Amendment Notice Number:

| | |
|---|--|
| Name of Provider | |
| Address of Principal Office | |
| Address of the Office to which this Schedule Applies | |

| TABLE 1 – START AND END DATES | | | |
|--------------------------------------|--|--------------------------|--|
| Schedule Start Date | | Schedule End Date | |

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

² This office schedule is the account through which you must claim for services delivered through this HPCDS schedule.

TABLE 3 – SCHEDULE PAYMENT LIMIT

| | |
|---|---|
| Your Schedule Payment Limit is ³ | £0 (inclusive of VAT where applicable) |
|---|---|

TABLE 4 – DELEGATION OF THE SERVICE

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.

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

TABLE 5 – SPECIAL PROVISIONS AND RESTRICTIONS

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

It is a condition of your Contract that you must deliver at all sessions listed for the Scheme(s) included in this Schedule on and after xx December 2022.

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

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

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

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

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

³ 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 G- INFORMATION THE LAA REQUIRES TO VERIFY APPLICANTS' SUCCESSFUL TENDERS

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

Housing and Debt Contract Verification

Applicants must be able to demonstrate it meets the following minimum Face to Face Contract requirements when they submit their ITT Response:

| Verification which must be submitted by all Applicants who tender to deliver Housing and Debt Contract Work | |
|---|--|
| What the LAA will verify | What evidence will be required |
| <p>The Applicant holds appropriate authorisation to deliver legal services from a Relevant Professional Body</p> <p>See paragraph 2.17 for further information</p> | <p>Confirmation of the Applicant's SRA or BSB number or CILEx Regulation ID</p> <p>Where, in accordance with paragraph 2.17, transitional provisions apply to an Applicant, they must confirm this in their verification response</p> |
| <p>The Applicant holds a valid Quality Standard</p> <p>See paragraph 2.8 – 2.16 for further information on Quality Standards</p> | <p>Lexcel Certificate or SQM Certificate, valid at 1 December 2022 or at the date from which the Applicant tendered to deliver the service</p> <p>Where the Applicant has passed the desktop SQM audit only, a copy of the relevant letter of confirmation must be provided</p> |
| <p>The Applicant has at least one Office in England and Wales that meets the permanent presence requirements.</p> | <p>Full address, where known at the time of submitting their ITT Response, including postcode for the Office and, if applicable, the Office's current LAA account number. Where the Office address is not known at the time of submitting the ITT Response, this must be provided by 23:59 on 21 November 2022</p> |
| <p>The Applicant employs at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law.</p> | <p>At least one compliant Supervisor Declaration Form for each Supervisor in the Housing and Debt Categories of Law.</p> <p>As set out at paragraph 2.26 of the Face to Face Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each</p> |
| <p>The Applicant meets the one FTE Supervisor: four FTE caseworkers ratio at each Office delivering Housing and Debt Contract Work under the Face to Face Contract</p> | <p>A LAA Contract Management visit will be conducted to confirm compliance within six months of the Contract Start Date</p> |
| <p>The Applicant employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt cases</p> | <p>Authorised Litigator name and roll number</p> |

| | |
|---|---|
| Each Office from which the Applicant is applying to conduct Face to Face Contract Work is in the Procurement Area tendered for. | Full address, where known at the time of submitting their ITT Response, including postcode for the Office and, if applicable, the Office's current LAA account number. Where the Office address is not known at the time of submitting the ITT Response, this must be provided by 23:59 on 21 November 2022 |
|---|---|

HPCDS Contract Verification

Applicants must be able to demonstrate they meet the following minimum HPCDS Contract requirements when they submit their ITT Response:

| Verification which must be submitted by all Applicants who tender to deliver HPCDS Contract Work | |
|--|---|
| What the LAA will verify | What evidence will be required |
| The Applicant employs at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law. | At least one compliant Supervisor Declaration Form for each Supervisor in the Housing and Debt Categories of Law. As set out at paragraph 2.26 of the Face to Face Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each |
| The Applicant employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt cases | Authorised Litigator name and roll number |

ANNEX H: GLOSSARY OF DEFINED TERMS

| Term | Description |
|---|--|
| 2018 Standard Civil Contract | Contract Work awarded under this procurement process will be undertaken in accordance with this Contract. Contract documentation can be found at: https://www.gov.uk/government/publications/standard-civil-contract-2018 |
| AC1 form | The form that must be used for an Applicant to apply for a LAA account number for an Office. The AC1 form is available from: https://www.gov.uk/guidance/update-your-details-with-laa |
| Act of Assistance | An occasion on which a Provider delivers Contract Work to a Client in accordance with the requirements of the Specification 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"> - be competent and suitably experienced; and - routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and - be authorised to advise and represent Clients in relation to housing possession proceedings. |
| Category, Categories or Categories of Law | The category or categories of law, which are publicly funded legal services being tendered for and listed in this IFA, the definitions of which are set out in the Category Definitions 2018 |
| Category Definitions 2018 | The document published on the LAA's website that outlines the Categories of Work that apply to this Specification, which is incorporated into this Contract. |
| CILEx | Chartered Institute of Legal Executives; a Relevant Professional Body |
| Client | An individual whom the Legal Aid Agency Director (or a person authorised by the Director) or the court has determined qualifies for the receipt of Contract Work |
| CM | Compliance Manager for an organisation authorised by CILEx |
| COLP | Compliance Officer for Legal Practice for an organisation authorised by the SRA. |

| | |
|--|--|
| Contract Documents | The documents listed at paragraph 1.20 of the IFA in relation to the HPCDS Contract and paragraph 1.39 of the IFA in relation to the Face to Face Contract. |
| Contract for Signature | The document of that name issued by the LAA and signed by the LAA and the Applicant in relation to this HPCDS Contract and Face to Face Contract. |
| Contract Management | A department within the LAA, responsible for managing relationships with Providers and their performance under the contract. |
| Contract Manager | An individual employed with LAA's Contract Management department with responsibility for managing relationships with Providers. |
| Contact Period | Has the meaning given in the Contract for Signature |
| Contract Specification | Services that may be performed for clients as specified in the Schedule(s) and the Specification under or by virtue of the Civil Contracts covered by this procurement process. |
| Contract Start Date | The date from which the Provider must deliver the Contract Work being 1 December 2022 (or the date on which Applicants bid to commence the delivery of services) |
| Contract Work | As defined in Section 1 of the Contract Specification and regulation 2 of the Procedure Regulations |
| Controlled Work | As defined in Section 1 of the Contract Specification and regulation 2 of the Procedure Regulations |
| Controlled Work and Administration ("CWA") | A digital billing service that contains all Providers' contracts and schedules |
| Court | One or more courts as specified in your Schedule or where applicable, any additional venue(s) that we and/or Her Majesty's Courts and Tribunals Service (HMCTS) may specify from time to time, which hears Acts of Assistance covered by the Scheme and which you are required to attend in order to provide Acts of Assistance in accordance with the requirements of the Contract. |
| Crown Copyright | As defined under section 163 of the Copyright, Designs and Patents Act 1988 |
| Data Protection Laws | Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the UK GDPR; and (b) any code of practice or guidance published by the ICO from time to time. |
| Data Subject | As defined in the UK GDPR |
| Deadline | The deadline to submit a Tender under this process which is noon, 7 November 2022. |
| eTendering system | The LAA's secure internet site at www.legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed. |
| Exclusive Schedule | The document of that name incorporated within a HPCDS Contract which includes an authority for a Provider to perform Contract Work in a Scheme. |
| Executive Agency | A body tasked with carrying out executive functions within government |
| Face to Face Contract | The 2018 Standard Civil Contract |
| FAQ or Frequently Asked Questions | Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'. |

| | |
|--|---|
| Full Time Equivalent (FTE) | <p>The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example the following working pattern would represent on Full Time Equivalent:</p> <ul style="list-style-type: none"> - Person A – 20 hours per week - Person B - 10 hours per week - Person C – 5 hours per week <p>One FTE is based on a 35 hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week</p> |
| HMCTS | Her Majesty's Court and Tribunal Service |
| HOLP | Head of Legal Practice for an organisation authorised by the BSB |
| Housing and Debt | As set out in the 'Category Definitions 2018' guide published on our website |
| Housing and Debt Contract Work | Services to be delivered under a legal aid contract in accordance with the requirements of the Contract |
| Housing Possession Court Duty Scheme, or Scheme, or HPCDS, or HPCDS services | The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract. |
| HPCDS Contract | The agreement between a Provider and the LAA known as the 2013 Housing Possession Court Duty Scheme Contract, as amended, which consists of the Contract Documents and which will be awarded to successful Applicant under this procurement process. |
| HPCDS Contract Work | HPCDS contract work undertaken in accordance with the 2013 Standard Civil Contract (as amended). |
| Individual Bid | A bid for HPCDS Contract Work in a particular Scheme Area or Housing and Debt Contract Work in a particular Procurement Area. |
| Information for Applicants ("IFA") | This Information for Applicants document (in its entirety) |
| Housing and Debt from February 2022 or Housing and Debt ITT | The ITT for the Housing and Debt Face to Face Contract |
| HPCDS from February 2022 or HPCDS ITT | The ITT for the HPCDS Contract |
| ITT Response | An Applicant's response to an ITT as part of this procurement process |
| Key Personnel | <p>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.</p> <p>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.</p> |
| LAA Account Number | The unique reference assigned to each provider Office from which legal aid work is undertaken |
| Legal Aid | Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 |

| | |
|--|--|
| Legal Aid Agency or LAA | The Executive Agency of the Ministry of Justice that from 1 April 2013 has been responsible for the administration of legal aid (including this procurement process) |
| Legal Competence Standards | As detailed in the relevant Category Specification |
| Lexcel Practice Management standard ("Lexcel") | The Law Society's legal practice quality mark, which is a relevant Quality Standard |
| Lexcel Certificate | Certification evidencing that an entity holds the Lexcel Quality Standard |
| Licensed Work | Has the meaning given in regulation 2 of the Procedure Regulation. Generally covers legal representation. There is no limit to the volume of Licensed Work a provider can undertake. However, funding applications need to be submitted to the LAA for each Licensed Work case and the LAA decides whether the relevant criteria are met. |
| 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 this IFA at paragraphs 2.6 in respect of the HPCDS Contract and 2.7 – 2.34 in respect of the Face to Face Contract |
| Miscellaneous | Publicly funded face to face advice and representation to clients in the Miscellaneous Category of Law as defined in the Category Definitions 2018 document |
| Offer Letter | The document which contains the term of the contract. Where a HPCDS contract is being awarded this will include amendments to 2013 Standard Civil Contract and changes the contract period and order of precedence of contract docs and provides the mechanism for execution of the Contract. |
| Office | As defined at paragraph 2.32 of the 2018 Standard Civil Contract General Specification |
| Part Time Presence | As defined at 2.36 – 2.37 of the 2018 Standard Civil Contract Specification |
| Permanent Presence | As defined at 2.34 - 2.35 of the 2018 Standard Civil Contract Specification |
| Pre QM | An on site audit to assess an organisation's application to be granted the SQM Quality Standard where the entity is applying for the SQM Quality Standard for the first time |
| Personal Data | As defined in the UK GDPR |
| Processing | As defined in the UK GDPR |
| Processor | As defined in the UK GDPR |
| Procurement Area | A geographical area in which the LAA will procure Housing and Debt Contract Work |
| Provider | A party to a contract with the LAA in respect of the provision of Legal Aid. |
| Quality Standard | The LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard (Lexcel). |
| Recognising Excellence Limited | The body which is the SQM Audit Provider |

| | |
|--|--|
| Relevant Professional Body | The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to. For the avoidance of doubt this includes any relevant approved regulator for the purposes of the Legal Services Act 2007 |
| Remuneration Regulations | The Civil Legal Aid (Remuneration) Regulations 2013 |
| Response | An Applicant's response to the SQ or an ITT as part of this procurement process |
| Roll Number | The number or SRA ID given to all solicitors admitted by the Law Society of England and Wales |
| Schedule | A Contract document issued by the LAA as specified in the 2018 Standard Civil Contract |
| Scheme | The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of the HPCDS Contract |
| Security Requirements | The requirements regarding security of the Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2)) |
| Selection Questionnaire or SQ | The Selection Questionnaire for 2018 Contracts. |
| Solicitors Regulation Authority or SRA | Solicitors Regulation Authority; a Relevant Professional Body |
| Specification | The 2013 Standard Civil Contract Specification, as amended, which sets out the nature of the Contract Work to be delivered. |
| SQ Response | An Applicant's response to the SQ as part of this procurement process |
| SQM Audit Provider | Recognising Excellence Limited |
| SQM Certificate | Certification issued by the SQM Audit Provider evidencing that an entity holds the SQM Quality Standard |
| Standard Terms | The contractual document which governs the commercial relationship between the Legal Aid Agency and providers |
| Supervisor | Any person employed by the Applicant who meets the Supervisor Standard set out in the Specification and who will be actively supervising the Contract Work tendered for |
| Supervisor Declaration Form | A form setting out how the Applicant's Supervisor(s) meets the Supervisor Standard in the relevant Category of Law. Forms are available to download from https://www.gov.uk/government/publications/standard-civil-contract-2018 . |
| Supervisor Standard | The required supervision experience, Category-specific case experience and Category-specific case involvement that any Supervisor must meet and which is evidenced via the Supervisor Declaration Form |
| Supplementary Matter Starts | As defined at Section 1 of the General Specification |
| Tender | An Applicant's complete response to this procurement process. This must consist of an SQ Response and at least one ITT Response |
| Tie Break | Method that will be used to distinguish between bids in the event that 2 or more HPCDS bids are tied following the assessment process. |

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| 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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