



Legal Aid  
Agency

## **Procurement of Civil Legal Aid Services in England and Wales from 1 October 2018 Housing Possession Court Duty Schemes Invitation to Tender Information for Applicants**

### **Introduction**

The Legal Aid Agency (“**LAA**”) is inviting Applicants to submit a Tender for a Housing Possession Court Duty Scheme Contract (“**HPCDS Contract**”) to deliver Contract Work in specific courts across England and Wales from 1 October 2018.

The LAA intends to award HPCDS Contracts covering 46 Scheme Areas across England and Wales.

### **This IFA**

This Information for Applicants document (“**IFA**”) provides information about the HPCDS Contract Invitations to Tender (**ITTs**), including how Applicants submit a Tender, and the rules of the 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**) and Scheme Area Guides. Applicants must also read the HPCDS Contract in full to ensure that they understand the full nature and extent of the obligations they are proposing to accept.

Applicants must comply with the rules for Connected Entities (see Section 2). For the purposes of this procurement process an Applicant cannot be Connected to any other Applicant bidding to deliver Contract Work in the same Scheme Area. This applies to all Scheme Areas except for the Liverpool, Wirral and Cheshire Scheme Area. In that Scheme Area, the Applicant cannot be Connected to any other Applicant bidding to deliver Contract Work in the same Lot.

Applicants wishing to deliver Contract Work must submit a Tender which consists of:

- i) A response to the HPCDS Applicant ITT; **and**
- ii) A response to one or more HPCDS Scheme Area ITTs.

Collectively the HPCDS Applicant ITT and HPCDS Scheme Area ITTs are referred to as the “HPCDS ITTs.”

In addition, Applicants must tender for a Face to Face Contract to deliver services under that contract in the Housing and Debt Categories. This consists of:

- i) A response to the Selection Questionnaire (“**SQ**”); and
- ii) A response to the Face to Face Housing and Debt ITT.

**The deadline for submitting a Response to:**

- i) the SQ; and**
  - ii) the Face to Face Housing and Debt ITT**
- is 5pm on 10 November 2017**

**The deadline for submitting a Tender for a HPCDS Contract is 5pm on 4 December 2017 (the “Deadline”)**

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at Annex I or in the HPCDS Contract which has been published alongside this IFA. Unless expressed otherwise, references to ‘procurement process’ are to the process for the procurement of the HPCDS Contract.

### **The SQ**

In addition to their Tender, Applicants wishing to tender for a HPCDS Contract must submit a response to the SQ. Applicants must read the SQ Information for Applicants document in its entirety before submitting their Tender as well as all supplementary information provided, such as FAQs.

### **Face to Face Housing and Debt ITT**

Applicants tendering for a HPCDS Contract must also submit a response to the Face to Face Housing and Debt ITT and subsequently obtain and hold a Face to Face Contract for the delivery of Housing and Debt Contract Work.

Applicants must read the Face to Face Contract Information For Applicants document in its entirety before submitting their Face to Face Housing and Debt ITT response and Tender as well as all supplementary information provided, such as FAQs.

If an SQ Response, a Face to Face Housing and Debt ITT Response, a HPCDS Applicant ITT Response and at least one HPCDS Scheme Area ITT Response are not **all** submitted by the relevant deadline or are incapable of assessment the Tender will be rejected.

### Key Timetable Dates

Below is a list of indicative dates for key activities in this procurement process. Where there are changes to the dates set out below, we will notify Applicants through the e-Tendering system.

Activity	Indicative Timescale
HPCDS ITTs open on e-Tendering portal	12 October 2017
Final date to submit questions about the HPCDS ITTs	23:59 on 7 November 2017
Deadline for response to the SQ and Face to Face Housing and Debt ITT	5pm on 10 November 2017
Final HPCDS FAQ to be published	Week commencing 20 November 2017
Deadline for Tenders to be submitted to LAA	5pm on 4 December 2017
Notification of outcome of the selection process	January 2018
Deadline for submitting Supporting Financial Documentation	15 working days following the notification of outcome of the selection process
Notification of contract award decisions	July 2018
10-day standstill period ends	Next Working Day following 10 days from notification of Contract Award.
Contract Execution	Late July/early August
Mobilisation Start Date	Late July/early August
Mobilisation Period	Late July/early August – 30 September 2018
Contract Start Date	1 October 2018

## Contents

<b>Section 1: Overview</b>	<b>Page</b>
About the LAA and this procurement process	6
What are Applicants tendering for?	6
About the HPCDS Contract	6
About the HPCDS service	7
HPCDS Consultation	8
How many HPCDS Contracts will the LAA award?	9
HPCDS Scheme Area Guides	10
Mobilisation Period	11
Minimum Requirements	11
Staffing of the Contract Work	12
Office requirements	13
Payments under the HPCDS Contract	14
Alternative Hearing Venues	15
Other payments payable under the HPCDS Contract	16
Follow on work	17
Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)	17
<b>Section 2: Who can submit a Tender?</b>	18
Rules for Connected Entities	18
What is a Connected Entity?	19
What are the rules that Applicants must comply with?	19
Concurrent delivery	21
<b>Section 3: using the e-Tendering system</b>	22
Mandatory Attachments – HPCDS Applicant ITT	24
Mandatory Attachments – HPCDS Scheme Area ITTs	24
<b>Section 4: Completion of the HPCDS Applicant ITT</b>	28
HPCDS Applicant ITT	28
Financial Assessment	28
Capacity Assessment	32
Verification of the Financial Assessment Form	33
Applicants requiring a Capacity Assessment	33
Applicants not requiring a Capacity Assessment	33
Consequence of failure to submit all required financial information	35
<b>Section 5: Completing the HPCDS Scheme Area ITTs</b>	36
Qualification Envelope – Selection Criteria	36
Technical Envelope – Quality Award Criteria	37
Warranties and declaration	38
Commercial Envelope - Pricing	39
Price Threshold	40
Consequences of failure to submit the Costs Breakdown Template	40
<b>Section 6: Submitting a completed Tender</b>	41
Questions about the Procurement Process	41
Questions about this IFA	42

Technical questions about how to operate the e-Tendering system	42
<b>Section 7: Evaluation of Tenders</b>	44
Stage 1 – Financial Assessment	45
Capacity Assessment	46
Stage 2 – Selection Criteria	47
Stage 3 – Shortlisting	47
Stage 4 – Quality Award Criteria	49
Minimum Quality Thresholds	52
Stage 5 – Price Award Criteria	52
Stage 6 – Final Score	58
Contract Award	58
Verification	59
<b>Section 8: Rules of the Procurement Process</b>	62
Introduction	62
Submitting a Tender	62
Right to Cancel or Amend the Procurement Process	65
Right to Clarify/Verify	66
Right to Exclude	66
Canvassing	67
Collusion	67
Award	68
Appeal	68
Confidentiality, Data Protection & Freedom of Information	69
Copyright & Intellectual Property Rights	71
<b>Annex A: HPCDS Scheme Areas and corresponding courts</b>	72
<b>Annex B: Capacity Assessment</b>	83
<b>Annex C: HPCDS Applicant ITT questions and assessment</b>	90
<b>Annex D: HPCDS Scheme Area ITT questions and assessment</b>	93
<b>Annex E: Quality Award Criteria, assessment and assessment</b>	100
<b>Annex F: Housing and Debt Procurement Areas adjacent to HPCDS Scheme Areas</b>	116
<b>Annex G: Price Award Criteria</b>	123
<b>Annex H: Business Plan guidance</b>	124
<b>Annex I: Glossary of defined terms</b>	127

## SECTION 1: OVERVIEW

### About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is **5pm on 4 December 2017**. All Tenders must be completed and submitted using the e-Tendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

### What are Applicants tendering for?

- 1.3 Applicants are tendering for contracts to deliver Contract Work in one or more of 46 Scheme Areas. Applicants should respond only to those HPCDS Scheme Area ITTs that relate to the Scheme Area(s) for which they are eligible and in which they wish to Tender to deliver HPCDS Contract Work. Applicants must as a minimum respond to the HPCDS Applicant ITT and at least one HPCDS Scheme Area ITT. There is no obligation to respond to a particular HPCDS Scheme Area ITT or all HPCDS Scheme Area ITTs.
- 1.4 A Tender to deliver Contract Work in a specific Scheme Area is known as an "**Individual Bid**". Consequently, the Tender of an Applicant wishing to deliver Contract Work for multiple Scheme Areas will contain an Individual Bid for each Scheme Area.

### About the HPCDS Contract

- 1.5 The HPCDS Contract comes into force on the date on which it is executed by the Provider. The Mobilisation Period runs from late July/early August until 30 September 2018. HPCDS Contract Work must be delivered from 1 October 2018 and the Contract Period is a period of 3 years from that date (subject to the LAA's rights of early termination and LAA's right to extend the Contract up to a further 2 years).
- 1.6 The HPCDS Contract consists of and is formed of the following parts

- The 2018 Standard Civil Contract Housing Possession Court Duty Scheme Contract for Signature (*including the annex*);
- The HPCDS Schedule(s) (which set out the Scheme Area(s) a Provider is authorised to undertake work in and any bespoke terms relevant to the delivery of Contract Work at a particular Office location);
- The HPCDS Specification (which governs how HPCDS Contract Work must be delivered and includes the key performance indicators that Providers must meet);
- The 2018 Standard Civil Contract Standard Terms;
- The 2018 Standard Civil Contract Specification (general provisions 1-6).

1.7 Applicants providing housing possession court duty scheme services under the existing contract should note that the HPCDS Contract contains new provisions (previously consulted on with Consultative Bodies). All Applicants are strongly advised to read the HPCDS Contract in full before submitting their Tenders.

1.8 Except for the limited circumstances detailed at Clause 2.6 of the HPCDS Contract for Signature a Provider will be unable to terminate their HPCDS Contract. For the avoidance of doubt, this provision overrides Clauses 25.1 and 25.2 of the 2018 Standard Civil Contract Standard Terms.

### **About the HPCDS service**

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

1.10 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.

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

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

1.12 Under the HPCDS Contract, Contract Work is Controlled Work except in respect of remuneration. Providers or their Agents must advise, as required, on all HPCDS Cases that arise at the courts listed in their HPCDS Contract and/or any Alternative Hearing Venues. The scope of Contract Work is defined in the HPCDS Contract Specification.

1.13 Applicants should read the HPCDS Contract in its entirety for further details about Contract Work. This can be found at: <https://www.gov.uk/government/publications/standard-civil-contract-2018>

## **HPCDS Consultation**

1.14 The Government published the HPCDS Consultation 'Housing Possession Court Duty Scheme: Commissioning Sustainable Services' on 20 January 2017. The consultation response was published on 16th August 2017, which announced that the Government has decided to make changes to the operational delivery of housing possession court duty scheme work, as set out at:

<https://consult.justice.gov.uk/digital-communications/housing-possession-court-duty-scheme/>

1.15 The consultation identified several schemes where the LAA would seek further input from local providers through market engagement before finalising scheme boundaries. Having considered feedback from market engagement the, LAA confirmed the number of HPCDS Scheme Areas will be 46. This results from the LAA's decisions to:

- combine Portsmouth with Hampshire and Southampton to create the Scheme Area of Hampshire, Southampton and Portsmouth; and

- remove Northumberland as a Scheme Area, as Berwick County Court which was the only listing court in the Northumberland Procurement Area is now an Alternative Hearing Venue with all cases heard in this court being listed in Newcastle (which forms part of the North Tyneside + Newcastle Scheme Area).

1.16 Acting on feedback from the events the LAA also decided to introduce 'Lots' for the procurement of Contracts in Liverpool, Wirral and Cheshire. Applicants will therefore be able to bid for:

<b>Lot</b>	<b>Courts included in the Lot</b>
Liverpool, Wirral and Cheshire – Lot 1	Liverpool Civil and Family Court Hearing Centre; and  Birkenhead County Court and Family Hearing Centre
Liverpool, Wirral and Cheshire – Lot 2	Crewe County Court and Family Court Hearing Centre; and  Chester Civil and Family Justice Centre

1.17 Applicants bidding for Contract Work in the Liverpool, Wirral and Cheshire Scheme Area can therefore bid for:

- Lot 1 only – covering Liverpool Civil and Family Court Hearing Centre and Birkenhead County Court and Family Hearing Centre.
- Lot 2 only – covering Crewe County Court and Family Court Heating Centre and Chester Civil and Family Justice Centre.
- Lot 1 and Lot 2 – covering the entire Scheme Area.

1.18 A bid in either Lot 1 or Lot 2 constitute an Individual Bid. Therefore where an Applicant choses to bid for the entire Scheme Area they must submit an Individual Bid for Lot 1 and an Individual Bid for Lot 2. The LAA will evaluate each Lot independently in accordance with the Evaluation Process.

1.19 Further information about the market engagement events can be found at: <https://www.gov.uk/government/publications/civil-2018-contracts-tender>

**How many HPCDS Contracts will the LAA award?**

1.20 As detailed in paragraphs 1.14 – 1.16, HPCDS Contracts will be offered in 46 geographic areas known as Scheme Areas. Information on the individual Scheme Areas is set out at

Annex A. The LAA intends to award a maximum of 47 HPCDS Contracts; one for each Scheme Area except Liverpool, Wirral and Cheshire for which a maximum of two Contracts may be awarded, depending on whether one or two Applicants are awarded a Contract to deliver Contract Work across this Scheme Area.

- 1.21 Where an Applicant is successful in multiple Scheme Areas, they will be awarded a single HPCDS Contract incorporating a separate Schedule for each Scheme Area. For the avoidance of doubt, Scheme Areas in this IFA bear the same meaning as the term “Procurement Areas” as defined in the HPCDS Contract. This is to distinguish Scheme Areas from the Housing and Debt Procurement Areas referred to in this IFA. Housing and Debt Procurement Areas are defined in the Face to Face Contract.
- 1.22 At the point that the new HPCDS Contracts will commence, we are aware of six courts that will have housing possession court duty schemes which are independent of LAA funding. The LAA will therefore not seek to commission HPCDS Contracts covering these courts. The six courts with independent schemes are in:
- Exeter;
  - Chelmsford;
  - Ipswich;
  - Reading;
  - Isle of Wight; and
  - Guildford (Staines).

### **HPCDS Scheme Area Guides**

- 1.23 Scheme Area Guides, which provide historic data on courts within each Scheme Area between 2014 and 2016 (including the volume of Cases delivered), can be found at the following web address: <https://www.gov.uk/government/publications/civil-2018-tender-hpcds-scheme-area-guides>.
- 1.24 Courts closing by September 2018 have been reflected in the composition of Scheme Areas, with historic data on those courts included.
- 1.25 The data on Case volumes relate only to HPCDS Cases. The data does not include ongoing Controlled Work Matter Starts or Licensed Work cases which will be delivered through a Provider’s Face to Face Contract in the Housing and Debt Categories.

1.26 The data contained within the Scheme Area Guides are based on historic reporting and the LAA provides no guarantees or warranties regarding the actual volumes of work in any period.

**Mobilisation Period**

1.27 The Mobilisation Period starts on the Mobilisation Start Date and ends on 30 September 2018. This is the period during which HPCDS Providers must ensure they are able to deliver Contract Work from the Contract Start Date in accordance with their responses to the Quality Award Criteria, ensuring that the necessary infrastructure, staff and other aspects of the service are in place by the Contract Start Date. Providers may be required to meet with the LAA throughout the Mobilisation Period to report on the progress of their mobilisation.

**Minimum Requirements**

1.28 Applicants submitting a Tender must warrant that they will meet the following Minimum Requirements by the latest specified date:

<b>Minimum Requirement</b>	<b>Latest date that requirement must be fulfilled</b>
The Applicant holds a Face to Face Contract with authorisation to conduct Contract Work in the Housing and Debt Categories	Must have successfully concluded the verification of their Face to Face Housing and Debt tender by 23:59 on 20 July 2018
The Applicant is fully constituted and has appropriate authorisation from a Relevant Professional Body where required under the Legal Services Act 2007	Must be fully constituted before the end of the 10-day standstill period that follows notification of contract award  Appropriate authorisation is required no later than 23:59 on 19 August 2018
For any Scheme Area the Applicant is awarded it must be able and willing to advise on all HPCDS Cases (as required) listed by a court within that Scheme Area	23:59 on 19 August 2018
For any Scheme Area the Applicant is awarded, it must have employed or have a Signed Engagement Agreement to employ, from the date the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in supervising your delivery of the Contract Work. The Supervisor must be based at and regularly work from an Office which is located within the Scheme Area to which your HPCDS Schedule applies	23:59 on 19 August 2018
For any Scheme Area the Applicant is awarded it must employ an Authorised Litigator who is based at and	23:59 on 19 August 2018

regularly work from an Office which is located within the Scheme Area to which your HPCDS Schedule applies	
For any Scheme Area the Applicant is awarded it has a nominated individual to undertake the role of HPCDS Manager	23:59 on 19 August 2018
All Caseworkers delivering HPCDS Contract Work must: be competent and suitably experienced; and routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and have undertaken at least 450 hours of work in the Housing and Debt Categories at any time over a period of up to 3 years immediately preceding the Mobilisation Start Date; and be authorised to advise and represent Clients in relation to housing possession proceedings.	23:59 on 19 August 2018
The Applicant must have a Signed Engagement Agreement in place with any Caseworker it engages (but does not directly employ) in relation to the delivery of Contract Work	23:59 on 19 August 2018

1.29 Applicants must be able to evidence how they meet the Minimum Requirements by the latest specified date. In the case of evidencing an Applicant holds a Face to Face Contract with authorisation to conduct Contract Work in the Housing and Debt Categories, Applicants must have submitted all information to verify their Face to Face Housing and Debt tender by 23:59 on 13 July 2018. They must have successfully concluded the verification of their Face to Face Housing and Debt tender by 23:59 on 20 July 2018. An Applicant that fails to meet these deadlines may have their offer of a HPCDS Contract withdrawn in whole or in part. Applicants must have executed their Face to Face Contract by 23:59 on 31 August 2018.

1.30 Providers must continue to meet the Minimum Requirements at all times during the Contract Period. Any breach of the Minimum Requirements will entitle the LAA to terminate the HPCDS Contract.

### **Staffing of the Contract Work**

1.31 Caseworkers used to deliver Contract Work can be individuals either directly employed by the Provider or acting as advisers engaged by the Provider. The definition of a Caseworker can include those individuals who are:

- employed by the Provider
- have a Signed Engagement Agreement to be employed by the Provider by the Contract Start Date; or
- have a written agreement in place to perform Contract Work for the Provider.

- 1.32 Applicants intending to deliver any Contract Work by using Caseworkers who are not direct employees will need to demonstrate that there is a written agreement in place between the Applicant and any such Caseworkers. The LAA will treat such Caseworkers on the same basis as those directly employed by the Applicant.
- 1.33 Applicants intending to deliver any Contract Work by using Agents, will need to demonstrate that there is written agreement in place between the Applicant and the Agents.
- 1.34 Applicants intending to deliver any Contract Work through Agents or Caseworkers who are not directly employed must ensure that any such Agent or Caseworker delivering Contract Work holds, or is directly employed by another organisation which holds a Face to Face Contract in the Housing and Debt Categories of Law at all times.
- 1.35 The Provider which holds the HPCDS Contract will remain directly responsible for the fulfilment of all Provider obligations regardless of whether the advisers conducting the Contract Work are directly employed by the Provider.
- 1.36 All other roles used to deliver Contract Work, including Supervisors, Authorised Litigators and the HPCDS Manager(s) must be performed by individuals directly employed by the Provider.
- 1.37 Where an Applicant provides details of individuals' working hours, or full-time equivalence, one FTE is based on a 35 hour working week. Applicants are not permitted to claim an individual member of staff as working more than 35 hours per week across Individual Bids.
- 1.38 Except in the circumstances outlined above, the use of other third parties is not permitted in the delivery of Contract Work.

## **Office Requirements**

- 1.39 In respect of each Scheme Area being tendered for, Applicants must detail in their Tender the Office from which they intend to administer their Contract Work. Where an Applicant wishes to deliver Contract Work in a Scheme Area from multiple Offices, they are still required to nominate a single Office for this purpose.
- 1.40 Applicants can check which Scheme Area (if any) their nominated Office (or intended Office) is situated in. To do this, Applicants can enter the postcode for their Office (or intended Office)

into the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council>. Annex A lists the Scheme Areas and the local authorities included within them.

- 1.41 Applicants are not required to have operational Offices at the point of submitting a Tender. No later than 19 August 2018, Applicants must be able to evidence that they meet the verification requirements including those relating to Offices.
- 1.42 In London Housing and Debt Procurement Areas are small and geographically close, with easy and relatively inexpensive public transport available for Clients. Therefore, in London, when assessing the location of an Applicant's Office in answer to Selection Criterion 1: Location of Face to Face Contract, an Applicant tendering from an Office in a Housing and Debt Procurement Area which is adjacent to the relevant Scheme Area will be treated on an equivalent basis as an Applicant tendering from an Office in the Scheme Area. A list of Housing and Debt Procurement Areas which are adjacent to a Scheme Area for the purpose of this procurement is at Annex F.
- 1.43 For the purposes of the Minimum Requirements and in relation to London only, an Applicant in the Scheme Area with Supervisors and Caseworkers who are based at an Office which is in a Housing and Debt Procurement Area adjacent to the Scheme Area will be treated as meeting the Minimum Requirements.

### **Payments under the HPCDS Contract**

- 1.44 The procurement process for HPCDS Contracts includes an element of price competition. This means payments will be set according to the price tendered by the successful Applicant in each Scheme Area.
- 1.45 Providers will be able to claim a single fixed fee for each Case (the "**Case Fee**"). For example, if four Cases are provided in a Session, the Provider will be able to charge four Case Fees.
- 1.46 The Case Fee will be set at a court level. Therefore, the Case Fees tendered by an Applicant can be different for each court within a Scheme Area, to reflect the different costs in providing the Contract Work to each court.
- 1.47 For example, in the Cumbria Scheme Area there are three courts; Barrow-in-Furness County Court and Family Court, Carlisle Combined Court Centre, and West Cumbria Magistrates

and County Court. The Applicant will be required to submit a separate Case Fee for each court, for example:

<b>Court in the Cumbria Scheme Area</b>	<b>Case Fee tendered by notional Applicant</b>
Barrow-in-Furness County Court and Family Court	£74
Carlisle Combined Court Centre	£76.10
West Cumbria Magistrates and County Court	£67.50

- 1.48 If a successful Applicant tenders a Case Fee of £74 for Barrow-in-Furness County Court and Family Court, the Applicant will be paid a single fee of £74 for each Case provided at Barrow-in-Furness County Court and Family Court throughout the term of the HPCDS Contract.
- 1.49 Price Thresholds will apply to the Case Fees submitted by Applicants, set as the following:
- £90.72 for Scheme Areas inside London.
  - £85.86 for all Scheme Areas outside of London.
- 1.50 Where the Applicant exceeds the relevant Price Threshold for any Case Fee within a Scheme Area they will be required to provide further information regarding their costs of delivering the service. Further information regarding this process is set out in Sections 3, 5 and 7.
- 1.51 Where a Case Fee(s) submitted by an Applicant is abnormally low, the LAA will act in accordance with Regulation 69 of the Public Contracts Regulations 2015 and will require Applicants to explain how their price bid has been established.

### **Alternative Hearing Venues**

- 1.52 Possession hearings originate from a 'listing court' which determines the date, time and location for hearings on the relevant court list. In most instances the listing court will also be the hearing venue. However, some courts list hearings at Alternative Hearing Venues. These are commonly local civic buildings, or different venues in the HM Courts & Tribunals Service estate.

1.53 Where an Alternative Hearing Venue (“**AHV**”) is used, the Provider delivering the Contract Work at the listing court will be required to cover the Session. The Case Fee for the listing court will apply for Cases delivered at the AHV.

1.54 Where the AHV is situated outside of the Scheme Area of the listing court for the Session, the Provider will be able to claim for the costs of travel time as a disbursement provided the AHV is not listed in the Provider’s Schedule. Such costs may be claimed and shall be paid in accordance with the rates set out in Schedule 1, Part 1, table 7(c) of the Remuneration Regulations. The Provider may only claim the costs of travel time in respect of distance travelled outside the boundary of the relevant Scheme Area.

1.55 The only exception to the rule set out in paragraph 1.54 are listings for the following court:

<b>Scheme Area</b>	<b>Listing court under the 2018 HPCDS Contract</b>	<b>Alternative Hearing Venues</b>
North Tyneside and Newcastle upon Tyne	Newcastle-Upon-Tyne Combined Court Centre	Berwick Magistrates Court Bedlington Magistrates Court

1.56 These are the only current AHVs which are situated outside of the Scheme Area of a listing court. Applicants bidding for the North Tyneside and Newcastle upon Tyne Scheme Area are required to include the costs of travelling to the relevant AVH into their Case Fee. For these listings, the Provider will not be able to claim travel costs as disbursements.

1.57 Disbursements cannot be claimed under any other circumstances.

**Other payments payable under the HPCDS Contract**

1.58 Providers of HPCDS Scheme Contract Work will be entitled to claim a Standby Fee where a Caseworker attends a session at a court or AHV but does not undertake any HPCDS Contract Work on behalf of clients. The Standby Fee is equivalent to one Case Fee for the relevant listing court.

Example:

Bloggs Solicitors is the Provider of HPCDS Contract Work in the Manchester and Stockport Scheme Area. Under the Contract it will receive the following Case Fees which it bid as part of its Tender:

- £82 per Case at Stockport Magistrates' and County Court
- £51 per Case at Manchester County Court and Family Hearing Centre

Bloggs Solicitors attends Stockport Magistrates' and County Court for the HPCDS court listing, however, no clients require the Provider to undertake HPCDS Contract Work on their behalf.

Bloggs Solicitors may therefore claim £82 for that session.

### **Follow on work**

1.59 If a Provider delivers a Case at court and subsequently opens a new Housing or Debt Category Matter Start under their Face to Face Contract in relation to the same Case then the Provider may still claim payment of the HPCDS Case Fee for undertaking HPCDS Contract Work as well as the Housing or Debt Category Matter Start fixed fee set out in the Remuneration Regulations.

### **Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")**

1.60 It is possible that TUPE could apply so as to result in the transfer of some or all of the contracts of employment from current service providers of HPCDS Contract Work to successful Applicants.

1.61 We make no representation in relation to the likelihood of TUPE applying in this case and it is each Applicant's responsibility to form their own view (taking legal advice as necessary) as to whether or not TUPE applies and, if so, the financial implications for their Tender.

1.62 To the extent there is likely to be one the impact of any TUPE transfer must be factored into the Price Form submitted by the Applicant such that the Price Form submitted is valid regardless of whether or not TUPE applies and/or the number or identity of transferring employees.

## **SECTION 2: WHO CAN SUBMIT A TENDER?**

- 2.1 This procurement process is open to any interested party able to meet the LAA's requirements. Applicants do not need to be current LAA contract holders to Tender but they must have applied for, and subsequently hold, a Face to Face Contract to deliver contract work in the Housing and Debt Categories throughout the Contract Period. For the avoidance of doubt Applicants are also required to respond to the SQ.
- 2.2 Applicants must bid as the contracting entity that they intend to be to deliver Contract Work. The LAA will only contract with single legal entities (including individuals). Subcontracting and consortia bids are not permitted. The use of Agents is permitted subject to the rules set out at paragraphs 1.31 to 1.38.
- 2.3 The contracting entity will be responsible for performing all Provider obligations under a HPCDS Contract. Applicants may not assign, novate or otherwise transfer their Tender or any part of their Tender to any other organisation. Please note, this means that following the final submission of their Tender, an Applicant will not be able to make any changes to their status until after the HPCDS Contract is operational. For the avoidance of doubt, organisations seeking to change their status from a partnership to a limited liability company, for example, will only be considered once their HPCDS Contract is in operation.
- 2.4 Where an Applicant bids for a HPCDS Contract as one Applicant and responds to the SQ and Face to Face Housing and Debt ITT as a different Applicant, the Tender will be rejected, even where staff and infrastructure remain the same.
- 2.5 The contracting entity must have been formed prior to the end of the 10-day standstill period that follows notification of contract award. Applicants should note that this date may be different from that stated at paragraph 1.24 of the SQ Information For Applicants document. Where the Applicant does not comply with this requirement, the LAA may reject the Applicant's Tender.
- 2.6 Applicants must have the capacity to concurrently deliver all of the Contract Work in each Scheme Area it has submitted a Tender for.

### **Rules for Connected Entities**

- 2.7 Organisations which are Connected by their parent company, other companies which have significant control in the decision-making of that organisation or Key Personnel of the organisation are not permitted to bid for a HPCDS Contract in the same:

- Scheme Area – this applies to all Scheme Areas except the Liverpool, Wirral and Cheshire Scheme Area; and
- Lot – this applies to the Liverpool, Wirral and Cheshire Scheme Area only.

For the avoidance of doubt, Connected Entities may bid in different Scheme Areas (all Scheme Areas except the Liverpool, Wirral and Cheshire Scheme Area) and different Lots (the Liverpool, Wirral and Cheshire Scheme Area only) without breaching the rules set out below.

### **What is a Connected Entity?**

2.8 Applicants may be Connected through corporate entities or through individuals. In the context of this procurement process and the LAA's assessment of compliance with these rules, the term Connected shall mean:

- having a legal or beneficial interest; or
- being able to effect substantive influence or control or having powers of representation over the business affairs of the relevant organisation

and the term "Connection" shall bear a similar meaning.

2.9 Such Connection may be either direct, for example where an organisation is the parent entity of two Applicants in the same Scheme Area, or indirect, for example a 'chain' of Connection (however long that chain might be) where an organisation or individual is Connected to another organisation that is itself Connected to the Applicant. Applicants should note that any existing or proposed ethical wall or other information or business partitioning arrangement will not bring any arrangement into compliance with these rules, except to the extent that as such arrangement relates to honorary officers of not-for-profit organisations and patrons.

### **What are the rules that Applicants must comply with?**

2.10 Applicants bidding within the same competition cannot bid against a Connected Entity. For the purposes of this procurement process, this means an Applicant cannot be Connected to any other Applicant bidding in the same Scheme Area (subject to the exception in relation to Lots within the Liverpool, Wirral and Cheshire Scheme Area as set out in paragraph 2.7) for a HPCDS Contract.

**Example 1:**

Smith & Co wish to bid to deliver Contract Work in both the Manchester and Stockport and Cumbria Scheme Areas.

Smith & Co also wish to form a new legal entity with Jones LLP known as Smith & Jones LLP in order to bid to deliver Contract Work in the Manchester and Stockport Scheme Area.

Both organisations will be required to bid for contract work in the Housing and Debt Categories of Law under a Face to Face Contract.

Under the rules on Connected Entities, Smith & Co and Smith and Jones LLP cannot both bid to deliver HPCDS Contracts in the Manchester and Stockport Scheme Area.

The Applicants could choose to bid in the following ways in order to comply with the rules on Connected Entities:

1. Smith & Co bids to deliver Contract Work in the Cumbria Scheme Area only and Smith and Jones LLP bids to deliver Contract Work in the Manchester and Stockport Scheme Area only; or
2. Smith & Co bids to deliver Contract Work in both the Cumbria and Manchester and Stockport Scheme Areas. Smith and Jones LLP does not bid for Contract Work in either Scheme Area; or
3. Smith and Jones LLP bids to deliver Contract Work in both the Cumbria and the Manchester and Stockport Scheme Areas. Smith & Co does not bid for Contract Work in either Scheme Area for Contract Work.

2.11 Key Personnel of an organisation, having the meaning set out in the glossary of defined terms (at Annex H), may not bid against other organisations in which they are also Key Personnel in the same Scheme Area or Lot.

**Example 2:**

Mr Black is a member of Key Personnel of Black & Co and also a member of Key Personnel at Green LLP.

Black & Co wishes to bid to deliver Contract Work in the Brent Scheme Area.

Green LLP also wishes to bid to deliver Contract Work in the Brent Scheme Area.

Both organisations will be required to bid for contract work in the Housing and Debt Categories of Law under a Face to Face Contract.

Under the rules on Connected Entities, Black & Co and Green LLP cannot both bid to deliver Contract Work in the Brent Scheme Area by virtue of their Connection through Mr Black.

2.12 Subject to compliance with paragraphs 2.10 and 2.11 and 8.34 Applicants may submit a Tender which includes the use of Agents or Caseworkers directly employed by another

Applicant tendering for Contract Work in the same Scheme Area or Lot without breaching the rules of Connected Entities.

2.13 The LAA reserves the right to clarify with one or both Applicants, as required, in accordance with paragraphs 8.27 – 8.29.

2.14 Where the LAA believes that the rules on Connected Entities have not been complied with, and that Applicants are Connected as set out in paragraphs 2.8 and 2.11, all those Individual Bids that the LAA deems to be Connected will be rejected.

### **Concurrent Delivery**

2.15 Applicants may respond to the ITT(s) to deliver the Contract Work for any number of Scheme Areas.

2.16 However, an Applicant should ensure it can deliver all the Scheme Areas bid for so that its entire Tender is capable of concurrent delivery. Where it submits a response to more than one HPCDS Scheme Area ITT, it is warranting that it will be able to deliver concurrently Contract Work in all of those Scheme Areas if it is successful.

## SECTION 3: USING THE E-TENDERING SYSTEM

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

- 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 Tender, 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 Tender by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its Tender for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the e-Tendering system are up to date.
- 3.13 Tenders are sealed. This means that the LAA is unable to access submitted Tenders prior to the Deadline. The LAA cannot confirm receipt of a Tender or if a Tender has been completed correctly.
- 3.14 All questions marked with a red asterisk on the e-Tendering system are mandatory. The e-Tendering system will not permit an Applicant to submit its Tender unless answers to those questions are provided.
- 3.15 There is a button in the e-Tendering system called 'check mandatory questions'. By clicking on this the e-Tendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 3.16 When an Applicant submits its Tender for the first time, it will receive an automated message that its response has been successfully submitted. This only provides an indication of whether the Tender has been transmitted to the LAA and not whether the Tender is fully completed and/or will be assessed as being successful.

## Mandatory Attachments – HPCDS Applicant ITT

3.17 Applicants are required to upload the following Mandatory Attachments as part of their HPCDS Applicant ITT Response:

- Financial Assessment Form; and
- Where Applicants are subject to the Capacity Assessment, Supporting Financial Documentation including a completed monthly cashflow forecast.

3.18 The monthly cashflow forecast is only required as a Mandatory Attachment as part of the Supporting Financial Documentation submitted by Applicants requiring a Capacity Assessment. The LAA has provided a Monthly Cashflow Forecast Template which Applicants can use and which can be found in the 'Buyer Attachments' section of HPCDS Applicant ITT screen. If using this Template, it must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the Tender response. However, Applicants can choose to submit their monthly cashflow forecast using their own template instead. Where they choose to do so, the cashflow forecast provided must include the same information as required in the Monthly Cashflow Forecast Template. The submission must also be in one of formats stipulated in paragraph 3.28.

## Mandatory Attachments – HPCDS Scheme Area ITTs

3.19 Applicants are required to upload a number of Mandatory Attachments as part of each HPCDS Scheme Area ITT:

<b>Mandatory Attachment</b>	<b>Submission requirements</b>
Staff Organogram	Required in response to Question N.1 of the Technical Envelope of each HPCDS Scheme Area ITT.
Resourcing Plan	Required in response to Question N.2 of the Technical Envelope of each HPCDS Scheme Area ITT.
Costs Breakdown Template	Required in response to question 1.c. in the Commercial Envelope where an Applicant's Case Fee for a court exceeds the Price Threshold (see paragraph 3.23)

### *Staff Organogram*

3.20 Applicants are required to submit a Staff Organogram for each Individual Bid which includes information about how the Applicant will staff the Contract Work in the applicable Scheme

Area. Applicants should use their own templates. However, the Staff Organogram must as a minimum show:

- all roles that will be used in delivering the Contract Work, including during the Mobilisation Period. This should include the title of the role and the main duties that will be performed;
- names of individual staff members fulfilling those roles, including whether they are currently employed, where there is a Signed Engagement Agreement and where they are employed as Agents;
- the qualifications and experience of staff members fulfilling roles;
- roles which are currently vacant;
- whether staff members and/or roles are permanent or temporary. Where temporary, the Applicant should stipulate how long the position will last; and
- whether the staff member and/or role is full time or part time. Where part time, the Applicant should stipulate the proportion of an FTE the role comprises.

#### *Resourcing Plan*

3.21 Applicants are required to provide a Resourcing Plan for each Individual Bid which includes information about how many Caseworkers and Supervisors the Applicant will use to deliver Contract Work in the relevant Scheme Area. Applicants are required to submit this information in the template provided by the LAA. This is provided as a document entitled 'Resourcing Plan' within the 'Buyer Attachments' section of the HPCDS Scheme Area ITT screen. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the Tender response to the relevant HPCDS Scheme Area ITT.

3.22 Where an Applicant fails to provide one of the relevant HPCDS Scheme Area ITT Mandatory Attachments, the relevant Individual Bid will be rejected. For example, if an Applicant has provided a Resourcing Plan for the Cumbria Scheme Area, but has failed to provide a Resourcing Plan in the Durham Scheme Area, the Applicant may have their Individual Bid for the Durham Scheme Area rejected.

#### *Costs Breakdown Template*

- 3.23 Where Applicants are required to submit a Costs Breakdown Template in relation to any court where the Case Fee submitted exceeds the applicable Price Threshold, this is also a Mandatory Attachment.
- 3.24 Where an Applicant fails to provide a required Costs Breakdown Template, the relevant Individual Bid will be rejected. For example, if an Applicant has provided a fully completed Costs Breakdown Template for the Cumbria Scheme Area, but has failed to provide the same for the Durham Scheme Area, the Applicant may have their Individual Bid for Durham Scheme Area rejected.
- 3.25 Providing the relevant Mandatory Attachments is a requirement for a Tender to be compliant. Tenders or Individual Bids that do not provide the relevant Mandatory Attachments will be rejected. That is the case even where the information has been provided to the LAA by the Applicant in different formats (e.g. where information relating to the Mandatory Attachment is contained within an Applicant's answer to an Award Criterion).
- 3.26 It is the Applicant's responsibility to ensure that they have access to a IT system which is compatible with the templates provided. The Financial Assessment Form template is designed to be compatible with MS Office - Excel 2003 and above, and installed on a Windows operating system (XP and above).
- 3.27 Please note that because the Mandatory Attachments must be completed outside of the e-Tendering system and uploaded into the ITT response, it is not possible for the e-Tendering system to prevent incorrect or incomplete information being submitted and it is the Applicant's responsibility to ensure fully completed and accurate information is attached.
- 3.28 The LAA will only accept attachments submitted in the following formats:
- Microsoft Word;
  - Microsoft Excel; or
  - Adobe PDF.
- 3.29 Applicants can check the contents of the attachments they have uploaded as part of their Tender by going back to the Tender in the ITT within the e-Tendering system (found in the "Actions" menu). To do this, Applicants should go to the section in the ITT against which the attachments are uploaded and select "Download". This will open the versions of the attachments uploaded as part of a Tender.

3.30 Before submitting a Tender, the Applicant should check to ensure that:

- all questions and Award Criteria/sub-criteria have been answered and that it has provided all necessary parts of a completed Tender referred to above;
- it has uploaded all required Mandatory Attachments;
- it is satisfied that the Mandatory Attachments uploaded are correct; and
- it is satisfied that the Tender is accurate, complete and detailed enough to allow the LAA to evaluate it.

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

- 4.1 Applicants are required to submit Responses to both the HPCDS Applicant ITT and the HPCDS Scheme Area ITT(s) for the Scheme Area(s) in which they wish to deliver Contract Work.
- 4.2 This section (Section 4) provides guidance on completing the HPCDS Applicant ITT, and the following Section (Section 5) provides guidance on completing the HPCDS Scheme Area ITTs.

### **HPCDS Applicant ITT**

- 4.3 Applicants must submit a single HPCDS Applicant ITT Response, which covers their entire Tender, regardless of the number Scheme Areas in which they are bidding to perform Contract Work.
- 4.4 The HPCDS Applicant ITT can be found in the e-Tendering system as follows:
- *ITT 517– HPCDS Applicant ITT*
- 4.5 The HPCDS Applicant ITT is split into two sections:
- Organisation Details (Section A); and
  - Financial and Capacity Assessments (Section B).
- 4.6 A full breakdown of the questions for the HPCDS Applicant ITT is included at Annex C.

### **Financial Assessment**

- 4.7 Successful Applicants will have a contractual obligation to deliver all Contract Work they successfully bid for and must have the financial capacity to do this for the duration of the Contract Period. The purpose of the Financial Assessment is to assess the financial stability of the Applicant and their ability to sustainably deliver the Contract Work tendered for in accordance with the requirements of the HPCDS Contract throughout the Contract Period.
- 4.8 The Financial Assessment will be performed once for each Applicant. It will cover their entire Tender, regardless of the number of Scheme Areas they are bidding for. Where an Applicant is bidding for Contract Work in more than one Scheme Area they are required to upload the applicable Financial Assessment information covering their entire Tender. They are not required to submit separate Financial Assessment information for each individual Scheme Area.

4.9 Higher points will be awarded to Applicants with a stronger financial position as determined by the process set out below.

4.10 For the purpose of the Financial Assessment, Applicants will be classified as one of the following:

- (a) an “Established Business”; or
- (b) an “Other Business”.

4.11 The table below sets out how Applicants will be classified:

<b>Business Type</b>	<b>Definition</b>
<b>Established Business</b>	<p>The Applicant has been trading for more than two years, and:</p> <ul style="list-style-type: none"> <li>(a) has its previous two years audited or certified accounts available (the earliest year ending no earlier than 31 December 2014, <b>and</b></li> <li>(b) there have been no material changes to its Key Personnel or structure during or since the period covered by those accounts.</li> </ul> <p>For the avoidance of doubt, a material change would not include:</p> <ul style="list-style-type: none"> <li>(a) a change in the legal status of the Applicant of a minor nature e.g. change of partnership to LLP or limited company; or</li> <li>(b) a change of less than one-third in Key Personnel over the period of the accounts to the date of submission of their Tender.</li> </ul>
<b>Other Business</b>	<p>The Applicant:</p> <ul style="list-style-type: none"> <li>(a) has been trading for less than two years; or</li> <li>(b) does not have two years’ audited or certified accounts available (with the earliest year ending no earlier than 31 December 2014); or</li> <li>(c) has undergone a material change to its Key Personnel or structure; or</li> <li>(d) has not started trading</li> </ul>

4.12 The Financial Assessment Form is separated into two sections:

- Current Financial Performance – Applicants must complete Tab 1 and Tab 2 of the Financial Assessment Form using information taken from their certified/audited accounts.
- Forecast Financial Performance – Applicants must complete Tab 3 and Tab 4 of the Financial Assessment Form with forecast financial information.

4.13 Established Businesses must complete both sections of the Financial Assessment Form. Other Businesses must complete only the Forecast Financial Performance section of the form. The following table summarises these requirements:

	<b>Financial Assessment Form: sections required to be completed</b>	
<b>Type of Applicant</b>	<b>Current Financial Performance (Tab 1 and Tab 2)</b>	<b>Forecast Financial Performance (Tab 3 and Tab 4)</b>
<b>Established Business</b>	Yes	Yes
<b>Other Business</b>	No	Yes

4.14 When completing the Financial Assessment Form, Applicants must submit information which is consistent with the Supporting Financial Documentation. Applicants will be required (through their COLP, HOLP or CM (or proposed COLP, HOLP or CM) 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) to declare:

- that the Applicant is sufficiently financially stable to be able to deliver the Contract Work in accordance with the contractual requirements throughout the Contract Period;
- that the Financial Assessment Form submission correctly reflects the financial position of the Applicant (both current, where applicable, and forecast) at the date that it was submitted;

- that they know of no circumstances that will or are likely to occur which would materially affect the representation of their financial position as set out in the Financial Assessment Form;
- that the Financial Assessment Form is consistent with the Applicant's Supporting Financial Documentation; and
- that the information that they submit is true and accurate to the best of their knowledge

4.15 The Financial Assessment Form and Supporting Financial Documentation will be evaluated in accordance with the process set out in Section 7.

4.16 It is the Applicant's responsibility to ensure that they have access to a IT system which is compatible with the templates provided. The Financial Assessment Form template is designed to be compatible with MS Office - Excel 2003 and above, and installed on a Windows operating system (XP and above).

4.17 Instructions on completing the Financial Assessment Form are contained in the form. The Financial Assessment Form is a Mandatory Attachment. It must be uploaded as part of the HPCDS Applicant ITT Response. For the avoidance of doubt, the LAA will not accept the submission of the Financial Assessment Form or any other Mandatory Attachments by any other means, including by e-mail.

4.18 Step 2 of the 'Instructions' Tab on the Financial Assessment Form requires the Applicant to insert the Total Contract Bid Value. This is the total annual contract values of all Individual Bids being bid for in their Tender. Applicants are required to use the approximate annual values included within Annex A of this IFA and not the prices they have included as part of their Tender.

4.19 For example, if the Applicant's Tender was comprised of bids for Barnet and Enfield Scheme Area and Brent Scheme Area, the Total Contract Bid Value would be as follows:

£87,091 (Barnet and Enfield Scheme Area Contract Value) + £66,981 (Brent Scheme Area Contract Value) = £154,072

Total Contract Bid Value = £154,072

4.20 If an Applicant fails to submit all the required financial information, this may result in the rejection of their Tender.

## Capacity Assessment

- 4.21 The Capacity Assessment only applies to Applicants that meet specific criteria. Following completion of the Financial Assessment Form, Applicants will be able to see whether they require a Capacity Assessment in the 'Final Score' Tab of the Financial Assessment Form. It is essential that Applicants take note of whether they require a Capacity Assessment and, if they do, to understand the additional requirements and assessment process.
- 4.22 The Capacity Assessment **only** applies to the following Applicants:
- All Applicants classified as an Other Business.
  - Established Businesses, where the Total Contract Bid Value is more than three times its average Turnover over the last 2 years' accounts (the period confirmed in the Financial Assessment Form).
- 4.23 The Capacity Assessment is an assessment designed specifically for Applicants bidding for HPCDS Contracts of a high value relative to the Applicant's current business size as evidenced in audited/certified accounts or where the Applicant does not have audited/certified accounts. The Capacity Assessment will assess whether the Applicant has demonstrated it has the financial capacity to deliver the Contract Work tendered for. It tests whether any expansion appears realistic on the information provided by the Applicant.
- 4.24 Applicants are required to confirm whether they require a Capacity Assessment in response to question B.3 of the HPCDS Applicant ITT. Applicants that confirm that they do require a Capacity Assessment will then be asked to upload the Supporting Financial Documentation (as set out at paragraph 4.27) and submit it with their HPCDS Applicant ITT Response.
- 4.25 Applicants who require a Capacity Assessment will be given the opportunity to designate Individual Bids as part of their 'Core Bid'. The designation of specific Individual Bids as part of the 'Core Bid' allows Applicants the opportunity to protect those bids from rejection if the Applicant's Maximum Bid fails the Capacity Assessment (subject to the Core Bid either not requiring a Capacity Assessment or passing the Capacity Assessment).
- 4.26 A full description of the Capacity Assessment is contained in Annex B. It is essential that Applicants that require a Capacity Assessment read and understand this information before completing their Tender.

## **Verification of the Financial Assessment Form**

4.27 Applicants will be required to submit Supporting Financial Documentation corroborating the information provided in their Financial Assessment Form, namely:

- a Business Plan in the format specified in Annex H;
- a bank letter(s) outlining their current cash and credit position;
- a copy of their audited/certified accounts for the previous two financial years (Established Businesses only); and
- where applicable, a statement of their turnover, profit & loss accounts and cash flow for the most recent year of trading (Other Businesses only).

4.28 The deadline by which Applicants are required to submit this information depends on whether they require a Capacity Assessment.

### **Applicants requiring a Capacity Assessment**

4.29 It is essential that Applicants that require a Capacity Assessment submit the Supporting Financial Documentation as an upload with their HPCDS Applicant ITT Response. This is because the Supporting Financial Documentation will also be used to perform the Capacity Assessment.

4.30 In addition to the documents set out at paragraph 4.27, Applicants who require a Capacity Assessment (see paragraph 4.22) must also submit as Supporting Financial Documentation:

- a monthly cashflow forecast covering the following two years, starting with the current year (see paragraph 3.18).

### **Applicants not requiring a Capacity Assessment**

4.31 Where Applicants do not require a Capacity Assessment, there is no opportunity to submit Supporting Financial Documentation as part of a Response to the HPCDS Applicant ITT.

4.32 Applicants shortlisted following Stage 3 of the Evaluation Process (see Section 7) will be required to verify the information provided in the Financial Assessment Form by submitting the Supporting Financial Documentation as set out in paragraph 4.27.

4.33 Supporting Financial Documentation must be submitted as an attachment on a message sent via the e-Tendering system to the HPCDS Applicant ITT message board.

4.34 It is not a requirement to submit this Supporting Financial Documentation unless the Applicant is shortlisted for Stage 4 of the Evaluation Process. However, shortlisted Applicants must submit the Supporting Financial Documentation no later than 15 working days following the date of the LAA's notification of the outcome of Stage 3 of the evaluation process.

4.35 Applicants may choose to wait until after they have received notification of whether they have been shortlisted for Stage 4 of the Evaluation Process before submitting the Supporting Financial Documentation. Applicants must ensure that they submit all the Supporting Financial Documentation within the required timescale of 15 working days from the date the notification of outcome of the shortlisting process (see paragraph 7.21). The notification letter will state the exact deadline date for submission of the Supporting Financial Documentation. No extension will be provided.

4.36 The submission requirements for Supporting Financial Documentation as detailed in paragraphs 4.29-4.35 above are summarised below:

Type of Applicant	Summary of Supporting Financial Documentation required	Format for submitting Supporting Financial Documentation	Deadline for submission.
Applicants that require Capacity Assessment (All Other Businesses and those Established Businesses, where the Total Contract Bid Value is more than three times its average turnover over the last 2 years' accounts)	<ul style="list-style-type: none"> <li>• a Business Plan; and</li> <li>• a bank letter(s) outlining their current cash and credit position; and</li> <li>• a copy of their audited/certified accounts for the previous two years (Established Businesses only); and</li> <li>• a statement of their turnover, profit &amp; loss accounts and cashflow for the most recent year of trading (Other Businesses only); and</li> <li>• a completed monthly cashflow forecast</li> </ul>	Upload in response to question B3(a) of the HPCDS Applicant ITT	5pm on 4 December 2017 (as part of the Applicant's Tender)
Applicants that do not require Capacity Assessment	<ul style="list-style-type: none"> <li>• a Business Plan; and</li> <li>• a bank letter(s) outlining their current cash and credit position; and</li> <li>• a copy of their audited/certified accounts for the previous two years (Established Businesses only)</li> </ul>	Attachment to a message submitted through the Bravo e-Tendering system	15 working days following notification of the outcome of Stage 3 of the Evaluation Process.

## **Consequences of failure to submit all required financial information**

- 4.37 The LAA will conduct the Financial Assessment based on the data contained in the Financial Assessment Form and which will be verified by the Supporting Financial Documentation. It is the Applicant's sole responsibility to ensure that the Financial Assessment Form and the Supporting Financial Documentation are fully and accurately completed and submitted by the appropriate deadline.
- 4.38 Where the LAA is unable to complete the Financial Assessment because required information has not been submitted, the Applicant's Tender may be rejected in its entirety.
- 4.39 Where an Applicant which does not require a Capacity Assessment submits the Supporting Financial Documentation multiple times (i.e. via multiple separate messages in the e-Tendering system), the LAA will use the last submission by the Applicant for the purposes of the Financial Assessment.
- 4.40 The Financial Assessment will be performed once for each Applicant and will cover their entire Tender, regardless of the number of Scheme Areas they are bidding for.
- 4.41 The Financial Assessment will review the financial position of the Applicant only. Finances of any third parties will not be assessed.
- 4.42 Applicants must submit the required Financial Assessment information as part of their Tender, even where they have submitted equivalent Financial Assessment information as part of a tender submitted for a CLA Contract.
- 4.43 Further information about Financial Assessment is set out in Section 7 of this IFA.

## **SECTION 5: COMPLETING THE HPCDS SCHEME AREA ITTs**

- 5.1 Applicants are required to complete a HPCDS Scheme Area ITT for each Scheme Area where they wish to perform Contract Work. Where an Applicant is bidding for Contract Work in multiple Scheme Areas its Tender will be comprised of an Individual Bid for each Scheme Area.
- 5.2 In relation to the Liverpool, Wirral and Cheshire Scheme Area only, there are two separate Scheme Area ITTs; one for Lot 1 and one for Lot 2.
- 5.3 The HPDS Scheme Area ITTs can be found in the e-Tendering system as set out in Annex A of this IFA.
- 5.4 Applicants' responses to questions in the HPCDS Scheme Area ITTs must be provided with specific reference to the Scheme Area being tendered for in that ITT.
- 5.5 Each HPCDS Scheme Area ITT contains the following three envelopes:
- Qualification Envelope (Selection Criteria);
  - Technical Envelope (Quality Award Criteria); and
  - Commercial Envelope (Pricing).

### **Qualification Envelope - Selection Criteria**

- 5.6 The Qualification Envelope for each HPCDS Scheme Area ITT contains the Selection Criteria. The Selection Criteria is comprised of questions which will be used to assess the Applicant's capacity to deliver the Contract Work.
- 5.7 Each scored Selection Criterion has a maximum number of points available, which are set out in the table below. A full list of Selection Criteria is contained at Annex D.

<b>Question</b>	<b>Points available</b>
1. Location of Face to Face Contract	5
2. Caseworkers	4
3. Supervisors (employment)	3
4. Supervisors (experience)	4
5. Authorised Litigators	3

6. HPCDS Manager	5
Total	24

5.8 Applicants are required to respond to separate Selection Criteria for each HPCDS Scheme Area ITT they are bidding for. Applicants' responses to Selection Criteria must relate specifically to the Scheme Area being tendered for. For example, an Applicant's response to Selection Criterion Question 2 (Caseworkers) should only include Caseworkers the Applicant intends to use to deliver Contract Work in the Scheme Area applicable to that Individual Bid.

5.9 Each Selection Criterion has a scored question which is answered by selecting an answer from the drop-down menu. Where the Applicant selects an answer option where points are awarded, it must also answer supplementary questions to provide further information and verify their response.

**Technical Envelope - Quality Award Criteria**

5.10 The Technical Envelope contains the Quality Award Criteria. This requires Applicants to set out how they will deliver Contract Work in the Scheme Area, including how they will deploy appropriate infrastructure and appropriately skilled and experienced staff to deliver the Contract Work tendered for.

5.11 Applicants must respond to Quality Award Criteria specifically in relation to the Scheme Area being tendered for. Responses that are not Scheme Area-specific are likely to achieve lower points.

5.12 The Quality Award Criteria within the Technical Envelope will be assessed in accordance with the evaluation methodology set out in Section 7 below to determine a "quality" score. The response provided by the Applicant for each scored sub-criterion in the Quality Award Criteria will receive a score of between 0-5.

5.13 The Quality Award Criteria are summarised below and set out in full at Annex E.

<b>Quality Award Criteria</b>	<b>Scored sub-criteria</b>
<b><i>Award Criteria 1- Staffing the service</i></b>	1.1 Skills and experience of staff delivering specialist legal advice.
	1.2 Skills and experience of staff in delivering housing possession court duty schemes
	1.3 Staff recruitment
	1.4 Succession planning
<b><i>Award Criteria 2- Delivery of a quality service</i></b>	2.1 Supervision of staff delivering specialist legal advice
	2.2 Management of an effective service
<b><i>Award Criteria 3 - Capacity planning</i></b>	3.1 Resourcing Plan
	3.2 Ongoing forecasting and resourcing
	3.3 Follow on Client Assistance
	3.4. Sustainability of the service.

5.14 Each scored sub-criterion requires the Applicant to type a written response to the specific questions asked in the free text boxes provided.

5.15 Each text box has a maximum limit of 2000 characters (including spaces). Applicants have the facility to use up to a maximum of three text boxes in their responses to each sub-criterion question (allowing a total of 6,000 characters per response). Applicants will not be able to exceed the character limit when submitting their responses.

### **Warranties and declaration**

5.16 The Technical Envelope also contains a declaration section. Applicants are referred to the 'Warranties and declarations' section of Annex E for the precise wording. The declaration must be provided by:

(a) the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where Applicant is or intends to be authorised by the Solicitor Regulation Authority (SRA); or

(b) the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where Applicant is or intends to be authorised by the Bar Standards Board (BSB), the Head of Legal Practice (HOLP); or

(c) the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by the Chartered Institute of Legal Executives (CILEx); or

(d) where the Applicant is not (and will not be) authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

5.17 In summary, all Applicants must warrant that they commit to meeting the Minimum Requirements, that all information provided as part of their Tender is accurate, that they understand the information provided will be used to assess suitability to deliver the HPCDS Contract, and that they understand the LAA may reject their Tender at any time or disqualify them from the procurement process if they fail to answer all relevant questions fully or if they provide false/misleading information.

### **Commercial Envelope - Pricing**

5.18 Each HPCDS Scheme Area ITT also includes a Commercial Envelope which contains the Price Form. Applicants are required to submit a separate Price Form for each Individual Bid.

5.19 The Price Form sets out the courts which comprise that Scheme Area. For example, the Cumbria Scheme Area will have the following courts in the Price Form:

- Barrow-in-Furness County Court and Family Court
- Carlisle Combined Court Centre
- West Cumbria County Court

5.20 Applicants are required to submit an individual Case Fee for each court within the Price Form. This will form the price sub-criteria which will be assessed in accordance with the evaluation methodology set out in Section 7 below to determine a “price” score.

5.21 For example, an Applicant for the Cumbria Scheme Area might submit prices as set out in the following table. Please note: the prices used are for demonstration purposes only. They should not be used as a guide by Applicants when considering their pricing:

<b>Court</b>	<b>Price Submitted by Notional Applicant</b>
Barrow-in-Furness County Court and Family Court	£74
Carlisle Combined Court Centre	£76.10
West Cumbria Couty Court	£67.50

5.22 When completing their Price Form, Applicants should ensure that they are fully familiar with the terms of the HPCDS Contract, including the requirements in the Specification, and all other documents provided as part of the ITT. Applicants must consider and factor in all of their likely costs in relation to the delivery of Contract Work.

5.23 All prices must be submitted in pounds sterling (£) and be **exclusive** of VAT.

### **Price Threshold**

5.24 There is a Price Threshold of £90.72 for Scheme Areas inside London and £85.86 for Scheme Areas outside of London, for any Case Fee submitted by the Applicant. Where the Applicant exceeds the relevant Price Threshold for any Case Fee within a Scheme Area they will be required to demonstrate that the price they intend to charge does not include excessive profit-taking. Annex F lists the Scheme Areas inside London.

5.25 Applicants that exceed the Price Threshold are required to complete and upload the Cost Breakdown Template which can be downloaded on the Buyer's Attachments section of the e-Tendering system as part of their Tender for each court where the Price Threshold has been exceeded and provide additional information setting out how they have calculated their costs of delivering the HPCDS for each court which exceeds the Price Threshold within the Scheme Area.

5.26 It is the Applicant's sole responsibility to identify whether they have exceeded the Price Threshold in a Scheme Area as part of their response to the Price Award Criteria and ensure they fully complete the Cost Breakdown Template. The e-Tendering system will not inform the Applicant where the Price Threshold has been exceeded.

5.27 Applicants are strongly encouraged to provide as full a response to these questions as they are able with reference to their costs, the indicative Case volumes and any assumptions they may wish to take into account from, for example, their own personal knowledge of running an HPCDS or similar service.

5.28 Information relating to the evaluation of the Costs Breakdown Template is set out in Section 7.

### **Consequences of failure to submit the Costs Breakdown Template**

5.29 Where the LAA is unable to complete the evaluation of the Costs Breakdown Template because the required information has not been submitted or is incapable of assessment, the Applicant's Individual Bid which includes that court will be rejected.

## **SECTION 6: SUBMITTING A COMPLETED TENDER**

- 6.1 Once Applicants have completed their Tender, they must submit it by clicking on the “Submit Response” button for the ITT.
- 6.2 A completed Tender must comprise both a response to the HPCDS Applicant ITT and a response to **one or more** HPCDS Scheme Area ITTs.
- 6.3 A response to the HPCDS Applicant ITT, as set out in Annex C, must include:
- Responses to all questions; and
  - Financial Assessment Form; and
  - Supporting Financial Documentation (this is a requirement for Applicants requiring a Capacity Assessment only, see paragraphs 4.21 – 4.26).
- 6.4 A response to a HPCDS Scheme Area ITT, as set out in Annexes D, E and G must include:
- Responses to all Selection Criteria in the Qualification Envelope;
  - Responses to all Quality Award Criteria in the Technical Envelope for the Scheme Area;
  - Signed declaration in the Technical Envelope;
  - Staff Organogram attachment in the Technical Envelope;
  - Resourcing Plan attachment in the Technical Envelope; and
  - Completed Price Form in the Commercial Envelope for the Scheme Area; and
  - Where required, a Costs Breakdown Template (this is a requirement for each court where the Case Fee exceeds the relevant Price Threshold).

### **Questions about the procurement process**

- 6.5 If an Applicant has a question to which they cannot find a response in this document or guidance provided in the e-Tendering system about the procurement process, it will be able to direct questions through two different channels depending on the nature of the query.

## Questions about the IFA

- 6.6 Questions about the content of this IFA must be submitted by **23:59 on 7 November 2017**. This is referred to in the e-Tendering system as the 'End date for supplier clarification messages'.
- 6.7 All such questions must be submitted using the e-Tendering system message boards.
- 6.8 Because of the way the LAA downloads messages from the e-Tendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to, however, during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.
- 6.9 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 at <https://www.gov.uk/government/publications/civil-2018-contracts-tender> in the 'Procurement Process for Housing Possession Court Duty Scheme Contracts Frequently Asked Questions (FAQ)'.
- 6.10 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not provide responses to questions about the process through any other method.

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

- 6.11 There is an e-Tendering helpdesk to provide technical support to assist Applicants' use of the e-Tendering system. The helpdesk is **unable** to assist with problems with Applicants' own computer hardware or systems. For these types of issues Applicants should contact their usual IT support.
- 6.12 Questions for the e-Tendering helpdesk should be emailed to: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.
- 6.13 The LAA recommends that Applicants start to complete their Tender early so that they identify any areas in which they need help as soon as possible as the helpdesk is likely to be

very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time and accepts no responsibility if they are not.

- 6.14 Applicants should note that the e-Tendering helpdesk is the only method by which they can receive assistance on using the e-Tendering system.

## **SECTION 7: EVALUATION OF TENDERS**

7.1 Applicants are required to submit a successful SQ Response and be notified that the LAA intends to award a Housing and Debt Face to Face Contract, subject to verification.

7.2 Applicants who either:

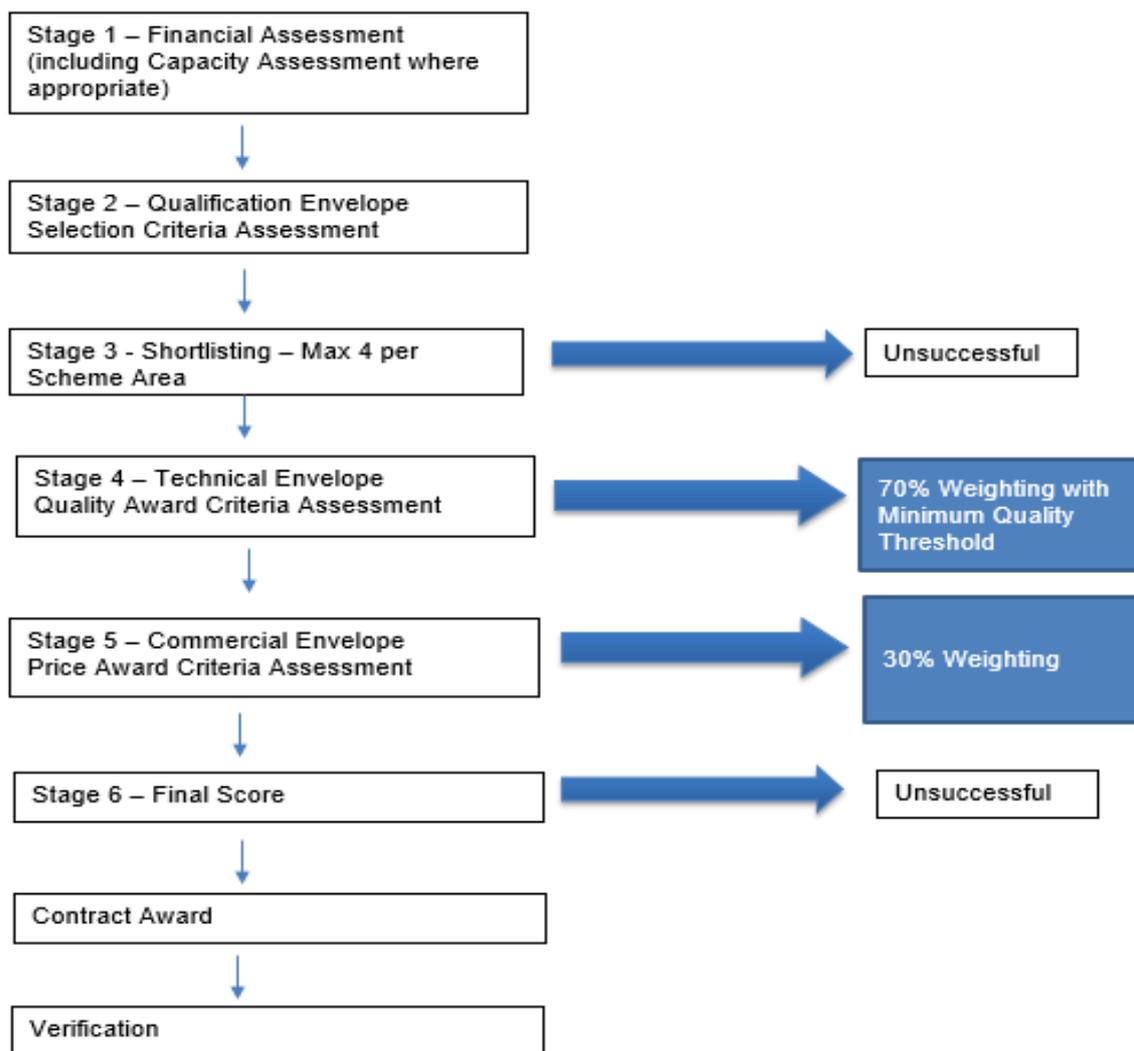
- have not submitted a SQ Response; and/or
- have not submitted a Housing and Debt Face to Face ITT

will automatically have their Tender rejected without evaluation.

7.3 The evaluation of Tenders will be conducted against:

- The Financial Assessment (including the Capacity Assessment where appropriate) which can be found in the Qualification Envelope of the HPCDS Applicant ITT; and
- The Selection Criteria which can be found in the Qualification Envelope of the HPCDS Scheme Area ITTs; and
- The Quality Award Criteria which can be found in the Technical Envelope of the HPCDS Scheme Area ITTs where an Applicant has been shortlisted in a relevant Scheme Area; and
- The Price Award Criteria which can be found in the Commercial Envelope of the HPCDS Scheme Area ITTs where an Applicant has been shortlisted in a relevant Scheme Area.

The following diagram sets out the stages:



7.4 It is the LAA's intention that a maximum of four Applicants in each Scheme Area will be taken forward to Stages 4 and 5 (Award Criteria). Where the number of Tenders in a Scheme Area (or Lot, in respect to the Liverpool, Wirral and Cheshire Scheme Area) is four or fewer, the LAA will not conduct Stages 1 to 3 of the Evaluation Process for that Scheme Area. The only exception to this is where an Applicant within that Scheme Area requires a Capacity Assessment. In these circumstances the Capacity Assessment for that Applicant will be conducted as set out at paragraph 7.9 and Annex B. Where no Applicants within the Scheme Area require a Capacity Assessment they will be taken straight to Stage 4.

7.5 Where the number of Tenders received in a Scheme Area is more than four, the LAA will conduct Stages 1-6 as set out below.

### Stage 1 - Financial Assessment

7.6 The first stage of the evaluation will be the Financial Assessment. Key financial ratios will be calculated using the data contained in the Financial Assessment Form. These key ratios will

be used to produce a RAG (Red, Amber or Green) rating for the Applicant which is an indication of the level of risk presented by an Applicant based on the information provided. The rating will be visible to Applicants once they have completed the form.

7.7 As part of Stage 1 of the evaluation, the LAA will review the Applicant’s answer to questions C2 and C2(b) of the SQ. Where the Applicant has answered ‘yes’ to both questions C2 and C2(b), their overall RAG rating will be lowered by one place. Where they were initially a Red rating (following the assessment at 7.6), they will be assigned a Red Plus rating. For the avoidance of doubt, the consequences of answering yes to questions C2 or C2(b) are set out below:

<b>Initial RAG Rating</b>	<b>Final RAG rating where Applicant answered ‘no’ to either questions C2 or C2(b)</b>	<b>Final RAG rating where Applicant answered ‘yes’ to both questions C2 and C2(b)</b>
Red	Red	Red Plus
Amber	Amber	Red
Green	Green	Amber

7.8 The LAA will award Applicants a score based on the RAG rating achieved in the Financial Assessment. This will be carried through to Stage 3 for each individual HPCDS Scheme Area ITT comprising the Applicant’s tender. The scores will be as follows:

- Green – 6 points
- Amber – 3 points
- Red – 0 points
- Red Plus – -3 (minus three) points

**Capacity Assessment**

7.9 This will only apply to Applicants that require a Capacity Assessment (see paragraphs 4.21 – 4.26. Where an Applicant fails the Capacity Assessment, it will have the Individual Bids that comprise either its Core Bid or Maximum Bid rejected. A full description of how the LAA will perform the Capacity Assessment is set out in paragraphs 11 to 14 of Annex B.

**Stage 2 – Selection Criteria**

7.10 The Selection Criteria require Applicants to provide responses to each question by selecting an answer from the drop-down menu. Where the Applicant selects an answer option where points are awarded, it must also answer supplementary questions to provide further

information and verify their response. When assessing the answers to these questions, the LAA will take into account the option selected from the drop-down menu and the supplementary information provided in the text box.

7.11 Where the information provided in the supplementary text box by the Applicant:

- conflicts with the option selected in the drop-down menu;
- otherwise demonstrates that the response provided in the drop-down menu is inaccurate; or
- provides insufficient or unclear information which does not allow the LAA to verify the accuracy of the Applicant's response provided in the drop-down box,

the LAA may re-score the response, including re-scoring the response to 0 points for that question.

7.12 For example, if in answer to question 2a(i) the Applicant indicated "A", but the information provided in response to question 2a(ii) (supplementary information text box) does not provide the required names of Caseworkers, then the answer to question 2a(i) would be re-scored and may receive a score of 0 points.

7.13 Where other evidence, including other information contained in the Applicant's Tender (e.g. within their response to the Award Criteria or Mandatory Attachments) conflicts with the answer selected by the Applicant's response to a Selection Criteria question, the LAA may re-score the response, including re-scoring the response to 0 points for that question.

7.14 The LAA will assess the Applicants' responses to Selection Criteria and combine the scores achieved for each question to calculate a total score out of 24.

### Stage 3 – Shortlisting

7.15 The LAA will combine the scores achieved by the Applicant for the Financial Assessment and the Selection Criteria to generate a total score out of 30.

	<b>Total Points Available</b>
Financial Assessment Score	6
Selection Criteria	24
<b>Total Score</b>	<b>30</b>

7.16 The LAA will then rank Applicants based on their total score to determine the top 4 Tenders for that Scheme Area. These will be shortlisted and taken through to Stages 4 and 5.

7.17 If there are two or more Applicants tied for fourth place, the LAA will show preference to Applicants which achieved higher scores in questions in the Selection Criteria that the LAA has identified as Priority Questions. This will be calculated by providing a weighting to the Priority Questions and comparing the scores achieved by tied Applicants for those questions. The Priority Questions and weightings are set out below:

Priority Question	Tiebreak Weighting
1a(i) Location of Face to Face Contract	Applicant's score X2
2a(i) Caseworkers	Applicant's score X1.5

7.18 The LAA will combine the scores that each tied Applicant has achieved for the Priority Questions and shortlist the Applicant which achieved the highest combined scores for those questions.

7.19 Where Applicants' combined scores in the weighted Priority Questions are equal, which means there are still two or more Applicants tied for fourth place, the LAA will shortlist all of those tied Applicants.

7.20 An example of how this would work in practice is set out below.

### Example 1

In this example, following scoring of the Financial Assessment and Selection Criteria in the Havering HPCDS Scheme Area ITT, there are 4 Applicants tied in third place which prevents the four highest ranked Applicants being identified

Applicant	Total score (out of 30)	Rank	Outcome
A	20	1	Shortlisted
B	18	2	Shortlisted
C	16	3	Tiebreak
D	16	3	Tiebreak
E	16	3	Tiebreak
F	16	3	Tiebreak
G	12	7	Not shortlisted

In these circumstances the LAA will apply a weighting to the Priority Questions for the four tied Applicants. The weighted scores are then combined to calculate a combined weighted score for each Applicant.

Applicant	Score for 1a(i)	Score for 2a(i)	Weighted Score for 1a(i) (x2)	Weighted Score for 2a(i) (x1.5)	Combined Weighted Score	Rank	Outcome
C	5	4	10	6	16	3	Shortlisted
D	3	4	6	6	12	4	Shortlisted
E	3	4	6	6	12	4	Shortlisted
F	0	4	0	6	6	5	Not Shortlisted

In this example, Applicant C achieved the highest score in the weighted Priority Questions and would be shortlisted.

Applicants D and E are tied in fourth place following the assessment of Priority Questions. Where this occurs, both Applicants D and E would be shortlisted as well. This would result in a total of five Applicants being shortlisted in this Category.

Applicant F would not be shortlisted in this example.

### *Notification of Outcome of Shortlisting*

7.21 All Applicants will be notified at this stage whether their Tender will be taken through to Stages 4 and 5 of the procurement process via the e-Tendering system. If taken through to Stages 4 and 5, Applicants that do not require a Capacity Assessment will have 15 working days to submit the Supporting Financial Documentation (see paragraphs 4.31-4.36 above). The notification letter will confirm the exact date.

7.22 Applicants' sole right of appeal is set out at paragraph 8.40 below. Where an Applicant has been notified that they have not been taken through to Stage 4 but subsequently successfully appeals against the outcome, this will not result in the LAA removing any of the other Applicants from the shortlist. In this scenario, the LAA may shortlist more than four Applicants in the Scheme Area allowing all previously shortlisted Applicants, as well as the Applicant that has successfully appealed, to continue to Stage 4 of this process.

### **Stage 4 – Quality Award Criteria**

7.23 Where it has been necessary to conduct Stages 1 - 3 of the Evaluation Process, the scores allocated to the Applicants during those stages will be discarded at this point.

7.24 Stage 4 will evaluate the responses within the Technical Envelope submitted by Applicants which contains the Quality Criteria. The score achieved by Applicants for the Quality Award Criteria constitutes 70% of the overall score.

7.25 Each scored sub-criterion will be assessed and given a score of between 0 and 5 in accordance with the scoring matrix in the below.

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

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

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

7.27 Annex E contains the Quality Award Criteria questions and also provides further detail on how the Quality Award Criteria will be assessed. Applicants are strongly encouraged to read it.

7.28 The relevant weighting will be applied to the score achieved against the relevant sub criterion. Weighted scores in the Quality Award Criteria will be calculated to one decimal place. Weighted scores for all the sub criteria in the Technical Envelope will be added together to give an overall score out of 70. An example of how this will operate is set out below, including example scores:

<b>Award Criteria</b>	<b>Sub-Criteria</b>	<b>Sub-criteria weighting</b>	<b>Applicant Score (0-5)</b>	<b>Calculation</b>	<b>Applicant weighted score</b>
<i>Award Criteria 1- Staffing the service</i>	1.1 Skills and experience of staff delivering specialist legal advice.	11%	3	0.6 x 11	6.6
	1.2 Skills and experience of staff in delivering housing possession court duty schemes	12%	4	0.8 x 12	9.6
	1.3 Staff recruitment	3%	2	0.4 x 3	1.2
	1.4 Succession planning	3%	1	0.2 x 3	0.6

<i>Award Criteria 2- Delivery of a quality service</i>	2.1 Supervision of staff delivering specialist legal advice	8%	5	1 x 8	8
	2.2 Management of an effective service	7%	4	0.8 x 7	5.6
<i>Award Criteria 3 - Capacity planning</i>	3.1 Resourcing Plan	10%	2	0.4 x 10	4
	3.2 Ongoing forecasting and resourcing	6%	5	1 x 6	6
	3.3 Follow on Client Assistance	5%	4	0.8 x 5	4
	3.4. Sustainability of the service.	5%	3	0.6 x 5	3
<b>Total Score (out of 70)</b>					<b>48.6</b>

7.29 In the example above the Applicant would receive a total score for of 48.6 out of 70 possible points in the Quality Award Criteria.

### **Minimum Quality Thresholds**

7.30 Applicants are required to achieve Minimum Quality Thresholds in order to be taken through to the next stage of the Evaluation Process.

7.31 Where an Applicant achieves a non-weighted score of 0 or 1 in either or both of the following sub criteria:

- 1.2 Skills and experience of staff in delivering housing possession court duty schemes
- 3.1 Resourcing Plan

the Applicant's Individual Bid will be rejected and they will not be awarded an HPCDS Contract for that Scheme Area.

### **Stage 5 – Price Award Criteria**

7.32 Stage 5 of the evaluation will consider the responses contained within the Commercial Envelope submitted by Applicants. The score achieved by Applicants for the Price Award Criteria forms 30% of the overall score.

7.33 The Price Award Criteria is divided into various sub criteria which each represent a court in the Scheme Area. Each sub criterion will be subject to a weighting based on historical data on Case volumes including reflecting court closures. For example:

<b>Cornwall</b>	<b>Weighting</b>
Bodmin County Court and Family Court	49%
Truro County Court and Family Court	51%
Total	100%

7.34 A full list of weightings for each Scheme Area is set out at Annex A.

### Example

Applicant A is bidding in the Cornwall Scheme Area. The prices submitted in the Price Form of the Commercial Envelope are set out below.

<b>Cornwall</b>	
<b>Sub Criteria</b>	<b>Price Submitted by Applicant A</b>
Bodmin County Court and Family Court	£71
Truro County Court and Family Court	£76

In evaluating the Price Award Criteria, the LAA will apply the relevant weighting to each price submitted by the Applicant. The LAA will then add together the Sub Criteria weighted prices for the Applicant to calculate the Total Weighted Price.

<b>Cornwall</b>			
<b>Sub Criteria</b>	<b>Price Submitted</b>	<b>Weighting Calculation</b>	<b>Sub Criteria Weighted Price</b>
Bodmin County Court and Family Court	£71	x0.49	34.79
Truro County Court and Family Court	£76	x0.51	38.76
		<b>Total Weighted Price</b>	73.55

7.35 The relevant weighting will be applied to the price bid by the Applicant in each sub criterion. The sub criteria will then be added together to create the Total Weighted Price for each bid. This will be used for the purposes of scoring the Price Award Criteria. All weighted prices will be calculated to the nearest penny.

7.36 The points awarded for the Price Award Criteria will be calculated on a relative basis by comparing the Total Weighted Prices of all Applicants in the Scheme Area who remain in the competition at this stage. The Applicant with the lowest Total Weighted Price in that Scheme Area (or Lot, in respect to the Liverpool, Wirral and Cheshire Scheme Area) will be awarded the maximum points available (30 points) and other scores will be calculated by their relative distance from it using the following methodology:

$$(L \div B) \times 30 = \text{Score}$$

L = Value of the lowest Total Weighted Price offered by an Applicant in the Scheme Area

B = Value of the Total Weighted Price offered by the Applicant being scored.

7.37 Scores will be calculated to two decimal places. The table below provides an example of how this will work in practice.

<b>Applicant</b>	<b>Total Weighted Price</b>	<b>Points Awarded (out of 30)</b>
Applicant B	73.21	30
Applicant A	73.55	29.86
Applicant C	79.20	27.73

7.38 Following Stage 5 of the Evaluation Process, where an Applicant that has exceeded a Price Threshold is the highest ranked Applicant in a Scheme Area, the LAA will review the Cost Breakdown Template and responses to the calculations and considerations that the Applicant has relied upon to reach its Case Fee(s) as submitted in response to the questions set out in the Price Award Criteria.

7.39 Where the Applicant demonstrates to the LAA's satisfaction that the Net Profit forecast for the court where the Price Threshold has been exceeded for the first year of the HPCDS Contract is 15% or less, the LAA will accept the Case Fee(s) as tendered. This is demonstrated in the example below:

### **Example 1**

Foreman Solicitors bid for Contract Work in the Norfolk and Suffolk Scheme Area.

Foreman Solicitors bid the following Case Fees:

- Norfolk County Combined Court Centre - £73.50
- Bury St Edmunds County Court and Family Court- £89
- Kings Lynn Mags and Family Court - £65
- Great Yarmouth Magistrates and Family Court - £78

Foreman Solicitors submit the Cost Breakdown Template.

Following assessment of the Tenders in the Norfolk and Suffolk Scheme Area, Foreman Solicitors are the number 1 ranked Applicant.

The LAA reviews the Cost Breakdown Template submitted by Foreman Solicitors. This demonstrates to the LAA's satisfaction that the Net Profit forecast for Bury St Edmunds County Court and Family Court is 14%.

Foreman Solicitors are therefore awarded the HPCDS Contract for the Norfolk and Suffolk Scheme Area, with Case Fees set at those tendered by the Applicant.

7.40 Where the Net Profit forecast per Case is in excess of 15%, or where the information provided by the Applicant in the Cost Breakdown Template and responses to the calculations and considerations that the Applicant has relied upon to reach its Case Fee(s) as submitted in response to the questions set out in the Price Award Criteria is insufficient to allow the LAA to assess the Net Profit forecast, there are two possible outcomes.

7.41 Outcome 1: starting with the second placed Applicant, where there is another Applicant in that Scheme Area who has either not exceeded the Price Threshold or who has demonstrated in their Cost Breakdown Template that their Net Profit forecast per Case is 15% or less, then the previously first placed Applicant will have their Tender rejected, and the next highest ranked compliant Applicant will be awarded the HPCDS Contract. An illustration of this is given in Example 2 below.

7.42 Outcome 2: where there is no other Applicant in that Scheme Area, or all other Applicants exceed the Price Threshold and cannot evidence a Net Profit forecast of 15% or less, the first placed Applicant will be offered a HPCDS Contract with the Case Fee for the court where the Price Threshold has been exceeded at a lower price than that tendered, either;

- i. their costs plus a 15% profit margin on Case Fees;
- ii. or at the applicable Price Threshold (£90.72 for Scheme Areas inside London and £85.86 for Scheme Areas outside of London),

whichever is the higher.

An illustration of this is given in Example 3(i) and (ii) below.

## **Example 2**

Holmes Solicitors bid for Contract Work in the Gloucestershire and Wiltshire Scheme Area.

Holmes Solicitors tender the following Case Fees:

- Chippenham and Trowbridge Law Courts - £55
- Swindon Combined Court - £67
- Gloucester and Cheltenham County Court and Family Court - £75
- Salisbury Law Courts - £90

Holmes Solicitors submit the Cost Breakdown Template.

Following assessment of the Tenders in the Gloucestershire and Wiltshire Scheme Area, Holmes Solicitors are the number 1 ranked Applicant.

The LAA reviews the Cost Breakdown Template submitted by Holmes Solicitors. This demonstrates to that the Net Profit forecast for Salisbury Law Court is 18%.

There are two other Applicants in the Scheme Area. The second placed Applicant is called Smith Solicitors. Smith Solicitors have bid the following Case Fees:

- Chippenham and Trowbridge Law Courts - £63
- Swindon Combined Court - £88
- Gloucester and Cheltenham County Court and Family Court - £72
- Salisbury Law Courts - £71

Smith Solicitors submit the Cost Breakdown Template.

The LAA reviews the Cost Breakdown Template submitted by Smith Solicitors. This demonstrates that the Net Profit forecast for Swindon Combined Court is 14%.

Under these circumstances Holmes Solicitors would have their Tender for Contract Work in the Gloucestershire and Wiltshire Scheme Area rejected and the HPCDS Contract would be awarded to Smith Solicitors.

## **Example 3(i)**

West Solicitors bid for Contract Work in the Greater Nottingham and North Nottinghamshire Scheme Area.

West Solicitors bid the following Case Fees:

- Mansfield Magistrates' and County Court - £110
- Nottingham County Court - £58

West Solicitors submit the Cost Breakdown Template.

Following assessment of the Tenders in the Greater Nottingham and North Nottinghamshire Scheme Area, West Solicitors are the number 1 ranked Applicant.

The LAA reviews the Cost Breakdown Template submitted by West Solicitors. This demonstrates that the Net Profit forecast for Mansfield Magistrates' and County Court is 20%.

There is one other Applicant in the Scheme Area called South Solicitors. South Solicitors have bid the following Case Fees:

- Mansfield Magistrates' and County Court - £99
- Nottingham County Court - £85

South Solicitors submit the Cost Breakdown Template.

The LAA reviews the Cost Breakdown Template submitted by South Solicitors. This demonstrates that the Net Profit forecast for Mansfield Magistrates' and County Court is 16%.

Under these circumstances, West Solicitors would be offered a HPCDS Contract with the following Case Fees:

- Mansfield Magistrates' and County Court - £105.42 (Set at costs of £91.67 + 15% profit margin)
- Nottingham County Court - £58

### **Example 3(ii)**

Cooper Solicitors bid for Contract Work in the Manchester and Stockport Scheme Area.

Cooper Solicitors bid the following Case Fees:

- Stockport Magistrates' and County Court - £87
- Manchester County Court and Family Hearing Centre - £51

Cooper Solicitors submit the Cost Breakdown Template.

Following assessment of the Tenders in the Manchester and Stockport Scheme Area, Cooper Solicitors are the number 1 ranked Applicant.

The LAA reviews the Cost Breakdown Template submitted by Cooper Solicitors. The Template confirms their costs are £72.50, meaning their profit margin on a Case Fee of £87 is therefore 20%

There is one other Applicant in the Scheme Area called Bloggs Solicitors. Bloggs Solicitors have bid the following Case Fees:

- Stockport Magistrates' and County Court - £90
- Manchester County Court and Family Hearing Centre - £90

Bloggs Solicitors submit the Cost Breakdown Template.

The LAA reviews the Cost Breakdown Template submitted by Bloggs Solicitors. This demonstrates that the Net Profit forecast for Stockport Magistrates' County Court is 16%.

Under these circumstances, Cooper Solicitors would be offered a HPCDS Contract with the following Case Fees:

- Stockport Magistrates' and County Court - £85.86 (Set at the Price Threshold based on costs of £72.50)
- Manchester County Court and Family Hearing Centre - £51

## **Stage 6 – Final Score**

7.43 The scores for the Quality and Price Award Criteria for each Applicant will be combined to give a Final Score out of 100, calculated to two decimal places.

7.44 At this stage the LAA will also review the Financial Assessment Form against the Supporting Financial Documentation. Applicants which, in the LAA's view, submitted Financial Assessment Forms which are in all material ways consistent with the Supporting Financial Documentation submitted will remain in the competition. Where an Applicant has submitted a Financial Assessment Form which, in the LAA's view, contain material inconsistencies when compared to the Supporting Financial Documentation submitted, then the LAA will reject the Applicant's entire Tender so it takes no further part in the process in accordance with paragraph 8.31.

7.45 The Final Scores of Applicants in each Scheme Area will then be ranked, and the Applicant with the highest Final Score will be awarded the Contract.

7.46 In the unlikely event that Applicants are tied which prevents the LAA identifying the designated a single first-placed Applicant, the LAA will show preference to Applicants which achieved higher weighted scores in the Quality sub-criteria that the LAA has identified as Priority Questions as set out at paragraph 7.47 below. The LAA will combine the weighted scores that each tied Applicant has achieved for the Priority Question sub-criteria and award the Contract to the Applicant who has achieved the highest combined score.

7.47 The Quality sub-criteria which are Priority Questions are:

- 1.1
- 1.2
- 3.1

7.48 Where Applicants are still tied following the process set out above the LAA reserves the right, at our discretion, to request that Applicants attend an interview and/or undertake presentations in order to award the Contract.

## **Contract Award**

7.49 All Applicants will be notified of the outcome of the Tender by a letter sent via the e-Tendering messaging system.

7.50 Where an Applicant's Individual Bid has been unsuccessful following Stage 6, their letter will set out their score, ranking, strengths and weaknesses of their Individual Bid, and the relative advantages of the successful Applicant's Individual Bid.

7.51 The LAA will observe a voluntary 10-day standstill period beginning the day after notification is sent to Applicants of the outcome of this procurement process.

7.52 Any award of a Contract to a successful Applicant is conditional on verification and the Contract being agreed in accordance with the LAA's internal procedures, which may include requiring indemnities or guarantees, and the LAA reserves the right not to award a Contract to any Applicant or to withdraw a notification of award at any time prior to execution of the contract documents.

## Verification

7.53 Following the notification of award of the Contract, successful Applicants will be required to verify that they meet the Minimum Requirements warranted as part of their Tender by the deadlines set out below:

Minimum Requirement	Latest date that requirement must be fulfilled
The Applicant holds a Face to Face Contract with authorisation to conduct Contract Work in the Housing and Debt Categories	Must have successfully concluded the verification of their Face to Face Housing and Debt tender by 23:59 on 20 July 2018
The Applicant is fully constituted and has appropriate authorisation from a Relevant Professional Body where required under the Legal Services Act 2007	Must be fully constituted before the end of the 10-day standstill period that follows notification of contract award  Appropriate authorisation is required no later than 23:59 on 19 August 2018
For any Scheme Area the Applicant is awarded it must be able and willing to advise on all HPCDS cases (as required) listed by a Court within that Scheme Area	23:59 on 19 August 2018
For any Scheme Area the Applicant is awarded, it must have employed or have a Signed Engagement Agreement to employ, from the date the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in supervising your delivery of the Contract Work. The Supervisor must be based at and	23:59 on 19 August 2018

regularly work from an Office which is located within the Scheme Area to which your HPCDS Schedule applies	
For any Scheme Area the Applicant is awarded it must employ an Authorised Litigator who is based at and regularly work from an Office which is located within the Scheme Area to which your HPCDS Schedule applies	23:59 on 19 August 2018
For any Scheme Area the Applicant is awarded it has a nominated individual to undertake the role of HPCDS Manager	23:59 on 19 August 2018
All Caseworkers delivering HPCDS Contract Work must: be competent and suitably experienced; and routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and have undertaken at least 450 hours of work in the Housing and Debt Categories at any time over a period of up to 3 years immediately preceding the Mobilisation Start Date; and is authorised to advise and represent Clients in relation to housing possession proceedings.	23:59 on 19 August 2018
The Applicant must have a Signed Engagement Agreement in place with any Caseworker it engages (but does not directly employ) in relation to the delivery of Contract Work	23:59 on 19 August 2018
For any Scheme Area the Applicant is awarded, it must have employed or have a Signed Engagement Agreement to employ, from the date the Contract Start Date, a Housing and Debt Supervisor who will be actively engaged in supervising your delivery of the Contract Work. The Supervisor must be based at and regularly work from an Office which is located within the Scheme Area to which your HPCDS Schedule applies	23:59 on 19 August 2018

7.54 Applicants must be able to evidence how they meet each of the requirements by the latest specified date. In the case of evidencing an Applicant holds a Face to Face Contract with authorisation to conduct Contract Work in the Housing and Debt Categories, Applicants must have submitted all information to verify their Face to Face Housing and Debt tender by 23:59 on 13 July 2018. They must have successfully concluded the verification of their Face to Face Housing and Debt tender by 23:59 on 20 July 2018.

7.55 Applicants will be required to provide evidence that they meet the Minimum Requirements of the HPCDS Contract regardless of whether they have provided evidence of meeting some or all of these Requirements in order to demonstrate that they meet the requirements for the Face to Face contract.

7.56 An Applicant that fails to meet these deadlines may have their offer of a HPCDS Contract withdrawn in whole or in part. Applicants must have executed their Face to Face Contract by 23:59 on 31 August 2018.

## **SECTION 8: RULES OF THE PROCUREMENT PROCESS**

### **Introduction**

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

### **Submitting a Tender**

- 8.4 The Applicant agrees to comply with the rules (contained in this Section 8 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA e-Tendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA may assess the Applicant's Tender as unsuccessful.
- 8.5 The Applicant must submit a complete Tender (in accordance with paragraph 8.8) by the Deadline. For the purposes of the Deadline, the time specified on the e-Tendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:
- (a) any requests by the Applicant to amend or submit the Tender after the Deadline; or,
  - (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender.

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

- 8.6 The Applicant must submit a complete Tender (in accordance with paragraph 8.8) using the e-Tendering system at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.
- 8.7 A Tender must be authorised by one of the following:
- (a) the Applicant's COLP, or HOLP or CM (or proposed COLP, or HOLP or CM); or,
  - (b) where the Applicant is not authorised by a Relevant Professional Body, a member of Key Personnel who either:
    - (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or
    - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.
- 8.8 The Applicant must submit a complete Tender prior to the Deadline. To be considered, 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.
- 8.9 The Applicant may only submit one Tender per Scheme Area (except in the Liverpool, Wirral and Cheshire Scheme Area only, in which case the Applicant may only submit one Tender per Lot). If more than one Tender is received from the Applicant in a Scheme Area (or in the Liverpool, Wirral and Cheshire Scheme Area only, if more than one Tender is received from the Applicant in a Lot), only the last Tender submitted before the Deadline will be considered and any others will be rejected.
- 8.10 The Applicant may amend and resubmit its Tender at any time up to the Deadline. Only the last Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.
- 8.11 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.

8.12 Subject to the LAA's right to clarify at paragraph 8.27, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.

8.13 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. For the avoidance of doubt, in these circumstances, there will be no obligation on the LAA contact the Applicant in order to clarify the apparent conflict.

8.14 When providing the Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.

8.15 The Applicant, by submitting a Tender, warrants to the LAA that:

(i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;

(ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and

(iii) it has capacity to concurrently deliver all of the Contract Work it has submitted a Tender for.

8.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Mobilisation Start Date.

8.17 By submitting a Tender, the Applicant agrees to be bound by the HPCDS Contract without further negotiation or amendment.

8.18 In submitting its Tender, the Applicant acknowledges that 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 or decisions of the LAA can be

relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.

- 8.19 The Applicant must monitor and respond as appropriate to messages received through the e-Tendering system throughout this procurement process, and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the e-Tendering system, including that outlined in paragraph 8.22 will be deemed to have been received by the Applicant at the time of transmission in the e-Tendering system. The time specified in the e-Tendering system shall be the definitive time.
- 8.20 Any FAQs published through the e-Tendering system in accordance with Section 3 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant FAQs documents prior to submitting a Tender.
- 8.21 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

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

- 8.22 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/civil-2018-contracts-tender> notified to individual Applicants through a message on the e-Tendering system.
- 8.23 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 8.22 before the Deadline will be rejected.
- 8.24 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 8.25 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is

contained in this IFA and / or associated documents, the provisions of this Section 8 will take precedence.

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

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

- 8.27 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. In these circumstances, the LAA will not take into account any information provided that would result in an improvement to the Applicant's Tender.

- 8.28 Where the LAA contacts the Applicant in circumstances outlined in paragraph 8.27, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date will not be taken into account by the LAA when evaluating the Applicant's Tender.

- 8.29 The HPCDS Applicant ITT and the HPCDS Scheme Area ITTs request some non-assessed information that the LAA requires to be able to progress the issuing of Contract documentation. Where this non-assessed information is not provided, or is inaccurate in the Tender, the LAA may contact the Applicant for these details. If the Applicant fails to provide the accurate information requested, it may result in their offer of a HPCDS Contract being withdrawn.

### **Right to Exclude**

- 8.30 If the LAA receives information to suggest that any aspect of the Applicant's Tender is false, misleading or incorrect in any material way it may undertake such enquiries as it considers necessary to determine the accuracy of the Tender. The Applicant must assist with any such enquiries.

- 8.31 The LAA reserves the right, at its absolute discretion, to disqualify from the procurement process any Applicant for submitting:

- (i) false information; and/or
- (ii) information which misrepresents the Applicants actual position; and/or
- (iii) misleading information.

8.32 Paragraph 8.31 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

### **Canvassing**

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

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

### **Collusion**

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

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

8.35 If the LAA reasonably concludes that the Applicant has colluded with another person in any way that breaches paragraph 8.34, the LAA will (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant from any further involvement in this procurement process.

## **Award**

- 8.36 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA. For example, if, prior to the Contract Start Date, the Applicant has a LAA contract terminated in whole or in part, or it receives a notice to terminate, it must tell the LAA and the LAA will be entitled to reject the Applicant's Tender, on this basis subject to the assessment of any exceptional circumstances provided. The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon reassessment, 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 HPCDS Contract. Failure to notify the LAA of a material change may result in disqualification from the procurement process and/or termination of the HPCDS Contract (as applicable).
- 8.37 The LAA reserves the right, prior to any execution of a HPCDS Contract, to carry out further due diligence checks. Where, as part of any due diligence, an Applicant is found not to comply with any material elements of its Tender, the LAA will not proceed with any decision made to award a HPCDS Contract.
- 8.38 The LAA reserves the right to place additional contractual conditions on the award of a HPCDS Contract to an individual Applicant.
- 8.39 The award of a HPCDS 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 the HPCDS Contract.

## **Appeal**

- 8.40 The Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the Tender (subject to paragraph 8.24), considers that the LAA has made an error in its assessment of the Applicant's Tender. There is no other right of appeal, including, for example, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.
- 8.41 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.

- 8.42 Appeals must be submitted using the appeals pro forma via the designated e-mail address. This information will be contained in the letter giving notice of the LAA's decision that a Tender has been unsuccessful. Appeals received after the stated deadline in the letter will not be considered.
- 8.43 The LAA's Principal Legal Adviser (or their appointed representative) will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 8.44 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**

- 8.45 The LAA may share any information contained in an Applicant's Tender with the provider of the e-Tendering system for the purposes of administering the procurement process.
- 8.46 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA"), the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 8.47 If an Applicant is concerned about possible disclosure, it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 8.48 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 our obligations under FOIA.

- 8.49 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 8.50 By submitting a Tender, an Applicant consents and confirms they have obtained all necessary consents to such Personal Data being collected, held and used in accordance with and for the purposes of administering the procurement process as contemplated by the IFA and for the management of any Contract subsequently awarded.
- 8.51 The Applicant warrants, on a continuing basis, that it has:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Legislation (which includes the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner); and
  - (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data, and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.
- 8.52 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.
- 8.53 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.

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

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

8.55 The information contained in this IFA is subject to Crown copyright 2016. Applicants may, subject to 8.57, reuse 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, or e-mail: [psi@nationalarchives.gsi.gov.uk](mailto:psi@nationalarchives.gsi.gov.uk).

8.56 This document is also available via the LAA website at <http://www.justice.gov.uk/copyright>

8.57 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Invitation to Tender to Provide the Legal Aid Agency's Housing Possession Court Duty Scheme Services from October 2018, Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

## ANNEX A: HPCDS SCHEME AREAS AND CORRESPONDING COURTS

The information below provides information about each Scheme Area as follows:

- The ITT number – there is a separate ITT in the e-Tendering system for each HPCDS Scheme Area that can be identified by the relevant ITT number.
- The HPCDS Scheme Area.
- Applicants tendering for a Scheme Area in London should also refer to Annex F for details of the Housing and Debt Procurement Areas adjacent to the Scheme Area.
- Courts in the Scheme Area – the listing courts in a Scheme Area, excluding Alternative Hearing Venues.
- Weighting – the weighting that will be attributed to a court as part of the evaluation of the Price Award Criteria (see paragraphs 7.32-7.34).
- Contract Value – the Contract Value required by Applicants when completing the Financial Information Form.

ITT number	Scheme Area	Local authority(ies) in the Scheme Area	Courts in Scheme Area	Weighting	Approx Contract Value (per annum)
itt_518	Barnet and Enfield	Barnet London Borough Council, Enfield London Borough Council	Barnet Civil and Family Courts Centre	35%	£87,091
			Edmonton County Court and Family Court	65%	
itt_519	Barnsley, Doncaster and Sheffield	Barnsley Metropolitan Borough Council, Doncaster Metropolitan Borough Council, Sheffield City Council	Barnsley Law Courts	16%	£76,821
			Doncaster Justice Centre North	22%	
			Sheffield Combined Court Centre	62%	

itt_520	Bedfordshire, Cambridgeshire, North Hertfordshire and South Hertfordshire	Bedford Borough Council, Central Bedfordshire Council, Luton Borough Council, Cambridgeshire County Council, Peterborough City Council, North Hertfordshire District Council, Stevenage Borough Council, East Hertfordshire District Council, Dacorum Borough Council, St Albans City and District Council, Watford Borough Council, Three Rivers District Council, Hertsmere Borough Council, Welwyn Hatfield Borough Council, Broxbourne Borough Council	Cambridge County Court and Family Court	17%	£57,574
			Hertford County Court and Family Court	12%	
			Luton County Court and Family Court	15%	
			Peterborough Combined Court Centre	26%	
			Watford County Court and Family Court	30%	
itt_521	Berkshire, Buckinghamshire and Oxfordshire	West Berkshire Council, Reading Borough Council, Wokingham Borough Council, Bracknell Forest Council, Windsor and Maidenhead Borough Council, Slough Borough Council, Buckinghamshire County Council, Oxfordshire County Council, Milton Keynes Council	Banbury County Court	13%	£32,269
			High Wycombe County Court and Family Court	22%	
			Milton Keynes County Court and Family Court	28%	
			Oxford Combined Court Centre	28%	
			Slough County Court and Family Court	9%	
itt_522	Birmingham and Herefordshire & Worcestershire	Birmingham City Council, Herefordshire Council, Worcestershire County Council	Birmingham Civil & Family Justice Centre	95%	£300,653
			Hereford Magistrates Court	1%	
			Worcester Combined Court	4%	
itt_523	Bournemouth & Poole and Dorset	Bournemouth Borough Council, Poole Borough Council, Dorset County Council	Bournemouth and Poole County Court and Family Court	76%	£18,603

			Weymouth Combined Court	24%	
itt_524	Bradford and Leeds	City of Bradford Metropolitan District Council, Leeds City Council	Bradford Combined Court Centre	36%	£86,886
			Leeds Combined Court Centre	64%	
itt_525	Brent	Brent London Borough Council	Willesden County Court and Family Court	100%	£66,982
itt_526	Bromley and Croydon	Bromley London Borough Council Croydon London Borough Council	Bromley County Court	66%	£235,712
			Croydon County Court	34%	
itt_527	City of Bristol, South Gloucestershire & North Somerset, and Somerset	Bristol City Council, South Gloucestershire Council, North Somerset Council, Bath and North East Somerset Council, Somerset County Council	Bath County Court and Family Court	10%	£44,003
			Bristol Civil and Family Justice Centre	54%	
			Taunton County Court and Family Court	10%	
			Weston-super-Mare County Court and Family Court	20%	
			Yeovil County, Family and Magistrates Court	6%	
itt_528	City of Derby and North Derbyshire	Bolsover District Council, Chesterfield Borough Council, Derby City Council, Derbyshire Dales District Council, High Peak Borough Council, North East Derbyshire District Council	Chesterfield Justice Centre	21%	£54,736
			Derby Combined Court Centre	79%	
itt_529	City of Leicester and Northamptonshire	Leicester City Council, Northamptonshire County Council	Northampton Crown Court, County Court and Family Court	52%	£69,189
			Leicester County Court and Family Court	48%	

itt_530	City of Stoke on Trent, Staffordshire and Shropshire	Stoke-on-Trent City Council, Staffordshire County Council, Shropshire Council, Telford & Wrekin Council	Stafford Combined Court Centre	15%	£29,383
			Stoke-on-Trent Combined Court	69%	
			Telford Magistrates Court	16%	
itt_531	City of Westminster	Westminster City Council	Central London County Court	100%	£40,622
itt_532	Cornwall	Cornwall County Council	Bodmin County Court and Family Court	49%	£8,157
			Truro County Court and Family Court	51%	
itt_533	Cumbria	Cumbria County Council	Barrow-in-Furness County Court and Family Court	29%	£17,387
			Carlisle Combined Court Centre	42%	
			West Cumbria County Court	29%	
itt_534	Darlington and Durham	Durham County Council Darlington Borough Council	Darlington County Court and Family Court	48%	£59,649
			Durham Justice Centre	52%	

itt_535	Devon and City of Plymouth	Plymouth City Council, Devon County Council, Torbay Council	Barnstaple Magistrates, County and Family Court	6%	£19,199
			Plymouth Combined Court	65%	
			Torquay and Newton Abbot County Court and Family Court	29%	
itt_536	East Essex and West Essex	Basildon Borough Council, Braintree District Council, Brentwood Borough Council, Castle Point Borough Council, Chelmsford City Council, Colchester Borough Council, Epping Forest District Council, Harlow Council, Maldon District Council, Rochford District Council, Southend-on-Sea Borough Council, Tendring District Council, Thurrock Council, Uttlesford District Council	Basildon Combined Court	66%	£27,046
			Southend County Court and Family Court	34%	
itt_537	East Lancashire and West Lancashire	Ribble Valley Borough Council, Blackburn with Darwen Council, Hyndburn Borough Council, Rossendale Borough Council, Burnley Borough Council, Pendle Borough Council, Blackpool Council, Wyre Council, Fylde Borough Council, Lancaster City Council, Preston City Council, South Ribble Borough Council, Chorley Borough Council, West Lancashire Borough Council	Blackpool County Court and Family Court	19%	£68,020
			Burnley Combined Court Centre	29%	
			Preston Combined Court Centre	44%	
			Lancaster Magistrates Court	8%	
itt_538	Gloucestershire and Wiltshire	Gloucestershire County Council, Wiltshire County Council, Swindon Borough Council	Chippenham and Trowbridge Law Courts	7%	£40,879
			Gloucester and Cheltenham County Court and Family Court	61%	
			Salisbury Law Courts	11%	
			Swindon Combined Court	21%	

itt_539	Greater Nottingham and North Nottinghamshire	Broxtowe Borough Council, Gedling Borough Council, Nottingham City Council, Rushcliffe Borough Council Ashfield District Council Bassetlaw District Council Mansfield District Council Newark and Sherwood District Council	Mansfield Magistrates' and County Court	20%	£103,366
			Nottingham County Court	80%	
itt_540	Hampshire, Southampton and Portsmouth	Hampshire County Council, Southampton City Council Portsmouth City Council, Isle of Wight Council	Aldershot Justice Centre	15%	£59,673
			Basingstoke County Court and Family Court	10%	
			Portsmouth Combined Court Centre	42%	
			Southampton Combined Court Centre	28%	
			Winchester Combined Court Centre	5%	
itt_541	Havering	Havering London Borough Council	Romford County Court and Family Court	100%	£64,991
itt_542	Hounslow and Hillingdon	Hounslow London Borough Council, Hillingdon London Borough Council	Brentford County Court and Family Court	53%	£51,181
			Uxbridge County Court and Family Court	47%	
itt_543	Islington	Islington London Borough Council	Clerkenwell and Shoreditch County Court and Family Court	100%	£82,883
itt_544	Kingston-upon-Thames & Richmond upon Thames and Wandsworth	Kingston upon Thames London Borough Council, Richmond upon Thames London Borough Council, Wandsworth London Borough Council	Kingston-upon-Thames County Court	17%	£84,848
			Wandsworth County Court and Family Court	83%	
itt_545	Lincolnshire, North East Lincolnshire &		Boston County Court and Family Court	5%	£62,845

	North Lincolnshire and City of Kingston upon Hull	Lincolnshire County Council, North East Lincolnshire Council, North Lincolnshire Council, Hull City Council	Great Grimsby Combined Court Centre	46%	
			Kingston-upon-Hull Combined Court Centre	40%	
			Lincoln County Court and Family Court	9%	
itt_546	Liverpool, Wirral and Cheshire – Lot 1	Liverpool City Council, Wirral Borough Council, Cheshire East Council and Cheshire West and Chester Council	Liverpool Civil and Family Court Hearing Centre	80%	£129,362
			Birkenhead County Court and Family Centre	20%	
itt_547	Liverpool, Wirral and Cheshire – Lot 2	Liverpool City Council, Wirral Borough Council, Cheshire East Council and Cheshire West and Chester Council	Chester Civil and Family Justice Centre	59%	£21,131
			Crewe County Court and Family Court Heating Centre.	41%	
itt_548	Manchester and Stockport	Manchester City Council, Stockport Metropolitan Borough Council	Manchester County Court and Family Hearing Centre	77%	£86,528
			Stockport Magistrates' and County Court	23%	

itt_549	Mid & South West Kent, North Kent & Medway, and The Kent Coast	Sevenoaks District Council, Tonbridge and Malling Borough Council, Tunbridge Wells Borough Council, Maidstone Borough Council, Ashford Borough Council, Medway Council, Dartford Borough Council, Gravesham Borough Council, Swale Borough Council, Canterbury City Council, Thanet District Council, Dover District Council, Shepway District Council	Canterbury Combined Court and Family Court Hearing Centre	20%	£79,635
			Dartford County Court and Family Court	35%	
			Maidstone Combined Court Centre	10%	
			Medway County Court and Family Court	26%	
			Thanet County Court and Family Court	9%	
itt_550	Middlesbrough	Middlesbrough Borough Council	Teesside Combined Court Centre	100%	£29,908
itt_551	Newham	Newham London Borough Council	Stratford Magistrates Court	100%	£94,248
itt_552	Norfolk and Suffolk	Norfolk County Council, Suffolk County Council	Bury St. Edmunds County Court and Family Court	29%	£41,070
			Kings Lynn Mags and Family court	5%	
			Norwich Combined Court Centre	48%	
			Great Yarmouth Magistrates and Family Court	18%	
itt_553	North Tyneside and Newcastle upon Tyne	North Tyneside Council, Newcastle City Council	Newcastle-upon-Tyne Combined Court Centre	66%	£104,558
			North Shields County Court and Family Hearing Centre	34%	
itt_554		Isle of Anglesey County Council, Gwynedd County Council, Conwy County Borough	Aberystwyth County Court	4%	

	North West Wales, North East Wales and Central Wales	Council, Flintshire County Council, Wrexham County Borough Council, Denbighshire County Council, Powys County Council, Ceredigion County Council	Caernarfon Criminal Justice Centre	9%	£22,228
			Conwy and Colwyn County Court and Family Court	10%	
			Mold County Court and Family Court	17%	
			Prestatyn Justice Centre	24%	
			Welshpool County Court	12%	
			Wrexham Magistrates' Court and Family Courts	24%	
itt_555	North Yorkshire	North Yorkshire County Council, City of York Council	Harrogate Justice Centre	9%	£32,841
			Scarborough Justice Centre	20%	
			Skipton County Court and Family Court	12%	
			York County Court and Family Court	59%	

itt_556	South East Wales, Rhondda Cynon Taff & Merthyr Tydfil, and Bridgend, Cardiff & the Vale	Newport City Council, Monmouthshire County Council, Torfaen County Borough Council, Blaenau Gwent County Borough Council, Caerphilly County Borough Council, Rhondda Cynon Taff County Borough Council, Merthyr Tydfil County Borough Council, Bridgend County Borough Council, City of Cardiff Council, Vale of Glamorgan Council	Blackwood Civil and Family Court	11%	£31,959
			Cardiff Civil and Family Justice Centre	49%	
			Merthyr Tydfil Combined Court Centre	10%	
			Newport (Gwent) Civil and Family Court	13%	
			Pontypridd County Court and Family Court	17%	
itt_557	South Tyneside, Sunderland and Gateshead	South Tyneside Council, Sunderland City Council, Gateshead Council	Gateshead County Court and Family Court	36%	£58,099
			South Shields County Court and Family Court	46%	
			Sunderland County Court and Family Court	18%	
itt_558	South West Wales and Neath, Port Talbot & Swansea	Pembrokeshire County Council, Carmarthenshire County Council, Neath Port Talbot County Borough Council, City and County of Swansea Council,	Carmarthen County Court and Family Court	5%	£23,468
			Haverfordwest County Court and Family Court	18%	
			Llanelli County Court	18%	
			Port Talbot Justice Centre	24%	
			Swansea Civil Justice Centre	35%	
itt_559	Southwark	Southwark London Borough Council	Inner London Court	100%	£55,339
itt_560	St Helens and Wigan	St Helens Metropolitan Borough Council, Wigan Metropolitan Borough Council	St. Helens County Court and Family Court	84%	£54,497

			Wigan County Court and Family Court	16%	
itt_561	Wakefield and Kirklees	Wakefield Metropolitan District Council, Kirklees Metropolitan Borough Council	Huddersfield County Court and Family Court	56%	£34,082
			Wakefield Civil and Family Centre	44%	
itt_562	Walsall, Dudley, and City of Wolverhampton	Walsall Metropolitan Borough Council, Dudley Metropolitan Borough Council, Wolverhampton City Council	Dudley County Court and Family Court	34%	£81,543
			Walsall County Court and Family Court	21%	
			Wolverhampton Combined Court Centre	45%	
itt_563	Warwickshire and Coventry	Warwickshire County Council, Coventry City Council	Coventry Combined Court Centre	24%	£83,308
			Nuneaton County Court	64%	
			Warwick Combined Court	12%	
itt_564	West Sussex, East Sussex and City of Brighton & Hove	West Sussex County Council, East Sussex County Council, Brighton and Hove City Council	Brighton County Court and Family Court	48%	£60,531
			Hastings County Court and Family Court	8%	
			Horsham County Court and Family Court	14%	
			Lewes Combined Court Centre	6%	
			Worthing County Court and Family Court	24%	

## **Annex B: Capacity Assessment**

### **Background**

1. The Capacity Assessment is an additional assessment designed specifically for Applicants bidding for HPCDS Contracts of a high value relative to the Applicant's current business size as evidenced in audited/certified accounts or where the Applicant is an Other Business (as defined at paragraph 4.11). The Capacity Assessment will assess whether the Applicant has the financial capacity to deliver the Contract Work tendered for. It tests whether any expansion appears realistic on the information provided by the Applicant.
2. Applicants that fail the Capacity Assessment will have their some or all of their Individual Bids rejected.

### **Who requires a Capacity Assessment?**

3. Following completion of the Financial Assessment Form, Applicants will be able to see whether they require a Capacity Assessment in the 'Final Score' Tab of the form.
4. The Capacity Assessment only applies to the following Applicants:
  - All Applicants classified as an Other Business; and
  - Established Businesses where the Total Contract Bid Value is more than three times its average Turnover over the last 2 years' accounts (the period confirmed in the Financial Assessment Form).
5. The following example demonstrates how an Established Business would be required to undergo a Capacity Assessment:

**Example 1: Determining whether a Capacity Assessment is required**

The Applicant has an average annual turnover of £225,000 over the last two years. The threshold for requiring a Capacity Assessment would therefore be a Total Contract Bid Value of £675,000 (3 x £225,000).

The Applicant's Total Contract Bid Value is £900,000. Therefore the Applicant Requires a Capacity Assessment.

Turnover in accounts for year ending 2016	Turnover in accounts for year ending 2017	Average Turnover (2016 Turnover plus 2017 Turnover divided by 2)	Threshold for Capacity Assessment (Average Turnover multiplied by 3)	Total Contract Bid Value
£200,000	£250,000	£225,000	£675,000	£900,000

**Selecting 'Core Bid' Scheme Areas**

6. Applicants will be asked whether they require a Capacity Assessment in response to question B.3. of the HPCDS Applicant ITT. Where the Applicant selects 'yes' in response to this question, it will be provided with a drop down list of all Scheme Area ITTs and given the opportunity to designate Individual Bids as part of their 'Core Bid' by selecting the boxes for the applicable Scheme Areas ITTs. This is non-mandatory and Applicants can choose not to designate a Core Bid. However, this can be used by Applicants who are submitting multiple Individual Bids and are concerned that their entire Tender comprising all the Individual Bids (the "Maximum Bid") may fail the Capacity Assessment.
7. The designation of specific Individual Bids as part of the 'Core Bid' allows Applicants the opportunity to protect those bids from rejection if the Applicant's Maximum Bid fails the Capacity Assessment (subject to the Core Bid either not requiring a Capacity Assessment or passing the Capacity Assessment). For example:

### **Example 2: Designating a Core Bid**

Laurence LLP were established in June 2016 and therefore are classified as an 'Other Business'.

They have established offices providing private legal work in the following Scheme Areas:

- Manchester and Stockport
- Bradford and Leeds

Laurence LLP is both seeking to become a legal aid provider for the first time and intending to expand their geographic coverage through winning a HPCDS Contract in Scheme Areas beyond the locations of their current offices. They are submitting Individual Bids for the following Scheme Areas:

- Manchester and Stockport
- Bradford and Leeds
- City of Derby and North Derbyshire
- East Lancashire and West Lancashire.

Following completion of the Financial Assessment Form, Laurence Solicitors can see on the 'Final Score' tab that they require a Capacity Assessment.

The priority for Laurence LLP is to win an HPCDS Contract in the Scheme Areas where they are currently based. Accordingly, they designate Manchester and Stockport and Bradford and Leeds as part of their Core Bid.

Example 3 below demonstrates the process for performing the Capacity Assessment for Laurence LLP's Core Bid and Maximum Bid.

8. It is unnecessary for Applicants bidding for a single Individual Bid to designate a Core Area, as it will not impact the way the Capacity Assessment will be conducted.
9. The drop down list provided at question B.3. (b) will contain all 47 Scheme Areas ITTs and not just those for which the Applicant is intending to submit an ITT Response. It is the Applicant's responsibility to identify from the list the Scheme Areas it is submitting an ITT Response to and which it wishes to designate as part of its Core Bid. If the Applicant designates a Scheme Area as part of its 'Core Bid' for which it does not submit an ITT Response (e.g. by selecting the wrong Scheme Area, or ticking a Scheme Area the Applicant was intending to bid for but later does not submit the applicable HPCDS Scheme Area ITT Response) the LAA will assume that the selection of this Scheme Area was made in error and will disregard that Scheme Area

selection. For the avoidance of doubt, the designation of a Scheme Area as part of an Applicant's Core Bid in response to question B.3. (b) does not replace the requirement to submit an ITT Response for that Scheme Area ITT.

10. All Scheme Areas for which an Applicant submits an ITT Response, but which are not selected as part of the Core Bid in response to question B.3. (b) will form part of the Applicant's Maximum Bid but not the Core Bid.

**How the Capacity Assessment will be performed**

11. A qualified financial professional will review the financial information provided in the Applicant's Tender, including both the Financial Assessment Form and Supporting Financial Documentation and make a determination as to whether there are sufficient financial resources available to fund the HPCDS Contracts bid. The assessment will be made against the following minimum thresholds:

<p><b>Minimum thresholds</b></p>
<p><b>Threshold 1</b></p> <p>That the Applicant has sufficient funds available to set up and/or expand the business in the way proposed in the Business Plan.</p> <p>Pass – There is available cash to fund the business e.g. to pay debts and/or running costs of the business as they fall due. The cash could be own capital, bank facilities or other mixture of funds.</p> <p>Fail – No capital or finance in place and no clear plan for where funds will be obtained.</p>
<p><b>Threshold 2</b></p> <p>That the Applicant's forecasting is based on realistic assumptions as to when payment will be received by debtors (LAA, private clients etc) which ensures that the organisation has sufficient funds available to meet its short-term liabilities.</p> <p>Pass – Has demonstrated that, for example:</p> <ul style="list-style-type: none"> <li>• There is a realistic time lag between billing and payment</li> <li>• Realistic timing of VAT, rent, tax payments</li> <li>• That the work completed in the monthly cashflow forecast is in line with contracts awarded and legacy work where applicable.</li> </ul> <p>Fail – Has not demonstrated:</p> <ul style="list-style-type: none"> <li>• A realistic time lag between billing and payment</li> <li>• The timing of VAT, rent, tax payments</li> </ul>

- That the work completed in the monthly cashflow forecast is in line with contract bid for and legacy Acts of Assistance where applicable

### **Threshold 3**

That the Applicant has sufficient income over the first two years of trading to meet its liabilities, including for example the wage bill of increased service delivery and all incidentals.

Pass – The business does not exceed the headroom in any one month throughout the first 12 months of the HPCDS Contract or cashflow is mainly break even throughout the first 12 months of the HPCDS Contract.

Fail – The business exceeds bank facility in any one month throughout the first 12 months of the HPCDS Contract.

### **Threshold 4**

That there are reserves available to deal with a 5% unforeseen increase in costs or delays in payment through the period set out in the monthly cashflow forecast.

Pass – Can accommodate a 5% unforeseen increase in costs (calculated from Cash Outgoings on the monthly cashflow forecast).

Fail – Cannot accommodate a 5% unforeseen increase in costs (calculated from Cash Outgoings on the monthly cashflow forecast).

12. The Capacity Assessment will be a pass/fail assessment. The Applicant is required to pass all four minimum thresholds to pass the Capacity Assessment.
13. Where all four thresholds are met the Individual Bid(s) will continue to Stage 2 of the Evaluation Process.
14. Where one or more of the minimum thresholds are not met then the Tender will be rejected and will not proceed to Stage 2 of the Evaluation Process. The judgement of the finance professional shall be final.

### **The Capacity Assessment where an Applicant has designated a Core Bid**

15. Where the Applicant has designated Individual Bids as part of their Core Bid, the LAA will review whether their Core Bid meets the threshold requiring a Capacity Assessment (i.e. where the Total Contract Bid Value of the Core Bid is more than three times the Applicant's Annual Turnover, or where the Applicant is an Other Business). Where a Capacity Assessment is required on the Core Bid, LAA will perform the Capacity Assessment initially on the Core Bid

prior to assessing the Maximum Bid. Where the Applicant fails the Capacity Assessment on the Core Bid, the entire Tender will be rejected.

16. Where the Core Bid passes the Capacity Assessment (or does not meet the threshold requiring a Capacity Assessment) the LAA will conduct the Capacity Assessment on the Maximum Bid. Under these circumstances, where the Maximum Bid fails the Capacity Assessment, only those Individual Bids that have been shortlisted and designated as the Core Bid will proceed to Stage 2 of the evaluation and all other Individual Bids will be rejected
17. Where the Maximum Bid passes the Capacity Assessment then all of the Applicants' Individual Bids will proceed to Stage 2 of the Evaluation Process.

### **Example 3: Performing the Capacity Assessment**

Laurence LLP's Core Bid covers the following Individual Bids:

- Manchester and Stockport; and
- Bradford and Leeds

Because Laurence LLP is an Other Business, the Core Bid requires a Capacity Assessment.

LAA performs the Capacity Assessment on the Core Bid and it passes all four minimum thresholds.

LAA then performs the Capacity Assessment on Laurence LLP's Maximum Bid which covers the following Scheme Areas:

- Manchester and Stockport;
- Bradford and Leeds;
- City of Derby and North Derbyshire;
- East Lancashire and West Lancashire.

The Assessment finds that the Maximum Bid fails Minimum Threshold Four (the Applicant has insufficient reserves available to deal with a 5% increase in costs through the period set out in the monthly cashflow forecast). The Maximum Bid therefore fails the Capacity Assessment.

Under this scenario, Laurence LLP's Individual Bids for City of Derby and North Derbyshire and East Lancashire and West Lancashire would be rejected.

However, Laurence LLPs Core Bid of Manchester and Stockport and Bradford and Leeds Scheme Areas would still remain in the competition.

### **Submission of Supporting Financial Documentation**

18. Where the Applicant selects 'yes' in response to this question B.3. ('Is the Applicant subject to a Capacity Assessment?') it will be required to upload a full set of Supporting Financial Documentation (see paragraph 4.27) in response to question B.3.(a) as part of their HPCDS Applicant ITT Response.

## ANNEX C: HPCDS Applicant ITT questions and assessment

	Question	Response options and assessment
Note	<p>Before submitting your HPCDS Applicant ITT, please carefully read the Information For Applicants (IFA). This document gives information about the procurement process for HPCDS Contracts, including how to complete a Tender.</p> <p>When completing your Tender you should save your work regularly.</p> <p>If you are logged onto the e-Tendering system but do not use it for 15 minutes, the system will notify you through a 'pop up'. In order to see this and enable you to 'refresh' the link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the portal 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 portal to navigate through the e-Tendering system.</p>	
Note	<p>This HPCDS Applicant ITT is common across all 2018 HPCDS Scheme Area ITTs. In addition to this HPCDS Applicant ITT, Applicants must submit a Response to at least one HPCDS Scheme Area ITT.</p> <p>Applicants wishing to deliver HPCDS Contract Work must have additionally submitted:</p> <p>a) a response to the SQ ;and b) a response to the Face to Face Housing and Debt ITT</p>	
A.1	Full name of Applicant and trading style	Text
B.1	Are you an Established Business or Other Business (as defined at paragraph 4.11 of the Information For Applicants)?	<p>Please choose from the following options</p> <p>i) Established Business ii) Other Business</p>
B.2	Please attach a completed Financial Assessment Form	Attachment
B.3.	Is the Applicant subject to a Capacity Assessment?	<p>Yes (answer B.3(a)) No</p>

<p>B.3(a)</p>	<p>Please provide a complete set of Supporting Financial Documentation</p> <p>The Supporting Financial Documentation must be attached as a single file into the e-Tendering system. Where you currently hold these individually you must collate these documents into a single file before you can upload them into your HPCDS Applicant ITT Response.</p> <p>For the avoidance of doubt the following documents must be submitted:</p> <ul style="list-style-type: none"> <li>- a Business Plan; and</li> <li>- a bank letter(s) outlining your current cash and credit position; and</li> <li>- a copy of your audited/certified accounts for the previous two financial years (Established Businesses only) ; and</li> <li>- a statement of your turnover, profit &amp; loss accounts and cash flow for the most recent year of trading (Other Businesses only); and</li> <li>- a completed monthly cashflow forecast</li> </ul>	<p>Attachment</p>
<p>B.3(b)</p>	<p>Do you wish to designate any of the Scheme Areas you're bidding in as part of a Core Bid?</p> <p>As detailed in the Information for Applicants it is the Applicant's responsibility to identify from the list the Scheme Areas it is submitting an ITT Response to and which it wishes to designate as part of its Core Bid.</p> <p>This is non-mandatory and Applicants can choose not to designate a Core Bid.</p> <p>The designation of specific Individual Bids as part of the 'Core Bid' allows Applicants the opportunity to protect those bids from rejection if the Applicant's Maximum Bid fails the Capacity Assessment (subject to the Core Bid either not requiring a Capacity Assessment or passing the Capacity Assessment).</p> <p>If the Applicant designates a Scheme Area as part of its 'Core Bid' for which it does not submit an ITT Response (e.g. by selecting the wrong Scheme Area, or ticking a Scheme Area the Applicant was intending to bid for but later does not submit the applicable HPCDS Scheme Area ITT Response) the LAA will assume that the selection of this Scheme Area was made in error and will disregard that Scheme Area selection. For the avoidance of doubt, the designation of a Scheme Area as part of an Applicant's Core Bid in response to question B.3(b) does not replace the requirement to submit an ITT Response for that Scheme Area.</p>	<p>Yes (answer B.3(c))</p> <p>No</p>

B.3(c)	Please provide additional details of which Scheme Area(s) you would like to designate as part of your Core Bid	Multi choice (select from the list of Scheme Areas)
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## ANNEX D: SELECTION CRITERIA QUESTIONS AND ASSESSMENT

The Selection Criteria contain questions which will be used to assess the Applicant's capacity to deliver the Contract Work tendered for. Applicants must answer all parts of the Selection Criteria questions in each Scheme Area they have bid for. Each Selection Criterion provided has a scored question which is answered by selecting from a list of drop down options. Where Applicants select responses to questions in the Selection Criteria which are assigned a score of 1 point or higher, they are also required to provide further information in a text box.

Question	Points Available
Location of Face to Face Contract	5
Caseworkers	4
Supervisors (employment)	3
Supervisors (experience)	4
Authorised Litigators	3
HPCDS Manager	5
Total	24

Criteria	Question	Score	Total Score
<b>1. Location of Face to Face Contract</b>			
<p>Preference will be given to Applicants who will hold a 2018 Face to Face Contract for the delivery of Housing and Debt Contract Work in a local authority area which sits within the HPCDS Scheme Area covered by this ITT.</p> <p>Applicants tendering for a London Scheme Area should refer to Annex F for details of adjacent Housing and Debt Procurement Areas which will be treated on an equivalent basis as an Applicant tendering from an Office in the Scheme Area in accordance with paragraph 1.43</p> <p>A list of adjacent areas for all Scheme Areas can be found in Annex F</p>			
1.a (i)	Please select the answer from the following <b>three</b> options which is applicable to the Applicant:	A (5 points) B (3 points) C (0 points)	5

	<p>A: You will hold a 2018 Face to Face Contract for the delivery of Housing and Debt Contract Work from an Office which is situated within this HPCDS Scheme Area.</p> <p><b>Or</b></p> <p>B: You will not hold a 2018 Face to Face Contract for the delivery of Housing and Debt Contract Work from an Office which is situated within this HPCDS Scheme Area, but you will hold a 2018 Face to Face Contract for the delivery of Housing and Debt Contract Work from an Office which will be based in a Housing and Debt Procurement Area which is:</p> <ul style="list-style-type: none"> <li>• adjacent to this HPDCS Scheme Area; or</li> <li>• situated within a HPCDS Scheme Area which is adjacent to <i>this</i> HPCDS Scheme Area.</li> </ul> <p><b>Or</b></p> <p>C: You will not hold a 2018 Face to Face Contract for the delivery of Housing and Debt Contract Work from an Office in a Housing and Debt Procurement Area which is:</p> <ul style="list-style-type: none"> <li>• situated within this HPCDS Scheme Area; or</li> <li>• adjacent to this HPCDS Scheme Area; or</li> <li>• situated within a HPCDS Scheme Area adjacent to this HPCDS Scheme Area.</li> </ul>		
1.a (ii)	<p>If you have selected response A or B in answer to question 1.a(i), please provide the address and postcode of the Office.</p> <p>If you have selected response C above, please answer “N/A” to question 1.a(ii).</p>	Free Text	
<p><b>2. Caseworkers</b></p> <p>It is a requirement that Applicants will resource the Contract Work in the Scheme Area with experienced Housing and Debt Caseworkers.</p> <p>Applicants are required to set out the Caseworkers they will use to deliver the Contract Work from the Contract Start Date in the Resourcing Plan provided in response to question N.2 (including where Caseworker positions are vacant).</p> <p>Higher marks will be given to Applicants where a higher proportion of those Caseworker positions are filled with either:</p>			

- current employees; or
- Named Individuals in relation to whom you have a Signed Engagement Agreement in place to deliver the Contract Work;

and who **currently** meet the Caseworker requirements set out in the Contract.

2.a(i)	<p>Please select the answer from the following four options which is applicable to you:</p> <p>Of the Caseworkers you intend to use to deliver the Contract Work in this Scheme Area from the Contract Start Date, as set out in the Resourcing Plan, and are:</p> <ul style="list-style-type: none"> <li>• competent and suitably experienced individuals;</li> <li>• will routinely conduct a minimum of 12 hours casework a week in the Housing and Debt Categories and have undertaken 450 hours of work in the Housing and Debt Categories over the last 3 years, and</li> <li>• are appropriately qualified and authorised to advise and represent Clients in relation to housing possession proceedings in accordance with the requirements of the HPCDS Contract.</li> </ul> <p>A: at least 75% are either current employees or Named Individuals in relation to whom you have a Signed Engagement Agreement in place to deliver the Contract Work</p> <p>Or</p> <p>B: between 50% and 74% are either current employees or Named Individuals in relation to whom you have a Signed Engagement Agreement in place to deliver the Contract Work</p> <p>Or</p> <p>C: between 20% and 49% are either current employees or Named Individuals in relation to whom you have a Signed Engagement Agreement in place to deliver the Contract Work</p> <p>Or</p> <p>D: less than 20% are either current employees or Named Individuals in relation to whom you have a Signed Engagement Agreement in place to deliver the Contract Work</p>	<p>A (4 points)  B (2 points)  C (1 point)  D (0 points)</p>	4
2.a(ii)	<p>If you have selected response option A, B or C in answer to question 2.a(i), please provide the names of the Caseworkers that you will use to deliver the Contract Work in this Scheme Area from the Contract Start Date.</p>	Free Text	

	<p>Please note that Applicants who are awarded a Contract may be required to provide further evidence of their response including a full list of cases worked on as part of the verification process</p> <p>If you have selected response D above, please answer “N/A” to question 2.a(ii).</p>		
<p><b>3. Supervisors (Employment)</b></p> <p>It is a minimum requirement that on the Contract Start Date Applicants will employ at least <b>one</b> named Housing and Debt Supervisor who meets the requirements in paragraph 1.16 of the HPCDS Specification and who is actively engaged in supervising the delivery of the Contract Work in accordance with the requirements of the HPCDS Contract and who is based at and regularly works from an Office which is located within the Scheme Area</p> <p>Preference will be shown to Applicants who can evidence that they <b>currently employ</b> a Supervisor who meets the Housing and Debt Supervisor Standard and who will be based at the Office and actively engaged in supervising the delivery of Contract Work for at least 17.5 hours a week.</p>			
3.a(i)	<p>Please select the answer from the following three options which is applicable to you:</p> <p>A: You currently employ at least <b>one</b> Supervisor who meets the Housing and Debt Supervisor Standard and who will be actively engaged in supervising the delivery of the Contract Work in accordance with the requirements of the HPCDS Contract from an Office in the Scheme Area for at least 17.5 hours per week from the Contract Start Date.</p> <p><b>Or</b></p> <p>B: You do not currently employ a Supervisor but you have a Signed Engagement Agreement to employ at least <b>one</b> Supervisor who meets the Housing and Debt Supervisor Standard and who will be actively engaged in supervising the delivery of the Contract Work in accordance with the requirements of the HPCDS Contract from an Office in the Scheme Area for at least 17.5 hours per week from the Contract Start Date</p> <p><b>Or</b></p> <p>C: You do not currently employ or have a Signed Engagement Agreement to employ at least <b>one</b> Supervisor who meets the Housing and Debt Supervisor Standard and who will be actively engaged in supervising the delivery of the Contract Work in accordance with the requirements of this Contract from the Office for at least 17.5 hours per week from the Contract Start Date</p>	<p>A (3 points) B (1 point) C (0 points)</p>	3

3.a(ii)	<p>If you have selected response option A for question 3.a(i) please provide the name of the Supervisor(s); and the date they became a Supervisor for the Applicant</p> <p>If you have selected response option B for question 3.a(i) please provide the name of the Supervisor(s); and date that they will become a Supervisor for the Applicant</p> <p>Please note that Applicants who are awarded a Contract may be required to provide further evidence of their response.</p> <p>If you have selected response option C for question 3.a(i), please enter “N/A” in response to question 3.a(ii).</p>	Free Text	
<p><b>4. Supervisors (Experience)</b></p> <p>Preference will be given to Applicants who currently employ a Supervisor or Named Individual in relation to whom you have a Signed Engagement Agreement in place to deliver the Contract Work who has at least 12 months’ experience of supervising the delivery of at least 20 sessions in a housing possession court duty scheme.</p> <p>Higher marks will be awarded where the individual has spent a greater length of time in the last three years supervising a housing possession court duty scheme.</p>			
4.a (i)	<p>Please select the answer from the following three options which is applicable for the Applicant:</p> <p>A: You currently employ a Supervisor or have a Named Individual in relation to whom you have a Signed Engagement Agreement in place to deliver the Contract Work who has more than 24 months’ experience in the three years preceding the submission of your Tender of supervising the delivery of at least 20 sessions per year in a housing possession court duty scheme.</p> <p><b>Or</b></p> <p>B: You currently employ a Supervisor or have a Named Individual in relation to whom you have a Signed Engagement Agreement who has 12-24 months’ experience in the three years preceding the submission of your Tender of supervising the delivery of at least 20 sessions per year in a housing possession court duty scheme.</p> <p><b>Or</b></p>	<p>A (4 points)  B (2 points)  C (0 points)</p>	4

	C: You do not currently employ a Supervisor or have a Named Individual in relation to whom you have a Signed Engagement Agreement who has at least 12 months' experience in the three years preceding the submission of your Tender of supervising the delivery of at least 20 sessions per year in a housing possession court duty scheme.		
4.a (ii)	<p>If you selected response option A or B for question 4.a(i) please provide the following details:</p> <ul style="list-style-type: none"> <li>• The name of the individual;</li> <li>• The date they became a Supervisor for the Applicant;</li> <li>• Their status in the organisation and job title in the organisation where the housing possession court duty scheme was delivered; and</li> <li>• the name of housing possession court duty scheme delivered</li> </ul> <p>Please note that Applicants who are awarded a Contract may be required to provide further evidence of their response including a full list of cases worked on as part of the verification process</p> <p>If you have selected response option C for question 4.a(i), please answer "N/A". to question 4.a(ii)</p>	Free Text	
<p><b>5. Authorised Litigators</b></p> <p>It is a minimum requirement that Applicants will employ an Authorised Litigator from the Contract Start Date who meets the requirement in paragraph 1.16 of the HPCDS Specification and who is based at the Office to be available to support Caseworkers (including Agents) and Supervisors providing the HPCDS Contract Work.</p> <p>Preference will be shown to Applicants who can evidence that they currently employ an Authorised Litigator who will be available at the Office to provide the Contract Work for at least 17.5 hours per week.</p>			
5.a (i)	<p>Please select the answer from the following three options which is applicable to you:</p> <p>A: You currently employ an Authorised Litigator who will be available at the Office at least 17.5 hours per week to support the Contract Work from the Contract Start Date.</p> <p><b>Or</b></p> <p>B: You do not currently employ but have a Signed Engagement Agreement to employ an Authorised Litigator who will be available at the Office at least 17.5 hours per week to support the Contract Work from the Contract Start Date.</p>	<p>A (3 points) B (1 point) C (0 points)</p>	3

	<p><b>Or</b></p> <p>C: You do not currently employ or have a Signed Engagement Agreement to employ an Authorised Litigator who will be available at the Office at least 17.5 hours per week to support the Contract Work from the Contract Start Date.</p>		
5.a (ii)	<p>If you have selected response option A for question 5.a(i), please provide the name of the Authorised Litigator, roll number and date of employment commencement at the Applicant.</p> <p>If you have selected response option B for question 5.a(i), please provide the name of the Authorised Litigator roll number and date that employment will commence at the Applicant.</p> <p>Please note that Applicants who are awarded a Contract may be required to provide further evidence of their response as part of the verification process.</p> <p>If you have selected response option C above, please answer “N/A” to question 5.a(ii).</p>	Free Text	
<p><b>6. HPCDS Manager</b></p> <p>Preference will be given to Applicants who currently employ or have a Signed Engagement Agreement to employ an individual who will be the HPCDS Manager from the Contract Start Date and who has at least 12 months’ experience of managing the delivery of a housing possession court duty scheme which consisted of at least 20 sessions per year.</p> <p>Higher marks will be awarded where the individual has spent a greater length of time in the last three years managing the housing possession court duty scheme.</p>			
6.a (i)	<p>Please select the answer from the following three options which is applicable to you:</p> <p><b>A:</b> You currently employ an individual or have a Signed Engagement Agreement to employ an individual who will be the HPCDS Manager from the Contract Start Date and who has more than 24 months’ experience in the three years preceding the submission of your Tender of managing a housing possession court duty scheme consisting of at least 20 sessions per year.</p> <p><b>Or</b></p>	<p>A (5 points) B (3 points) C (0 points)</p>	5

	<p>B: You currently employ an individual or have a Signed Engagement Agreement to employ an individual who will be the HPCDS Manager from the Contract Start Date and who has 12-24 months' experience in the three years preceding the submission of your Tender of managing a housing possession court duty scheme consisting of at least 20 sessions per year.</p> <p><b>Or</b></p> <p>C: You do not currently employ an individual or have a Signed Engagement Agreement to employ an individual who will be the HPCDS Manager from the Contract Start Date and who has at least 12 months' experience in the three years preceding the submission of your Tender of managing a housing possession court duty scheme consisting of at least 20 sessions per year.</p>		
6.a (ii)	<p>If you selected response option A or B for question 6.a(i) please provide the following details:</p> <ul style="list-style-type: none"> <li>• The name of the individual;</li> <li>• The date their employment commenced with the Applicant;</li> <li>• Their status in the organisation and job title in the organisation where the housing possession court duty scheme was managed; and</li> <li>• the name of housing possession court duty scheme managed.</li> </ul> <p>Please note that Applicants who are awarded a Contract may be required to provide further evidence of their response including a full list of sessions managed during the applicable period.</p> <p>If you have selected response option C for question 6.a(i), please answer "N/A" to question 6.a(ii).</p>	Free Text	

## ANNEX E: QUALITY AWARD CRITERIA, ASSESSMENT AND GUIDANCE

It is recommended that Applicants review this guidance to understand the approach that will be taken to evaluating each question within the Quality Award Criteria.

	Award Criteria	Sub - Criteria	Sub-criteria Weighting	Award Criteria Weighting	Total Award Criteria Weighting
Quality (Technical Envelope)	Non-assessed information (Pass/Fail Elements)	<p>N1 -Submission Requirement: Staff Organogram</p> <p>Please provide your Staff Organogram showing all staff that will be deployed to implement and deliver the Contract Work in this Scheme Area and the role they will each undertake. This includes Key Personnel, Supervisors, Caseworkers, Authorised Litigators and management team (including the HPCDS Manager). For each role, you need to provide:</p> <p>a) the name of the staff member employed (or with a Signed Engagement Agreement to employ). Alternatively, indicate where the post is vacant;</p> <p>b) the title of their role, the main duties to be performed and their relevant qualifications for delivering the Contract Work;</p> <p>c) the number of hours per week each staff member will work delivering the Contract Work, stipulating the proportion of an FTE that the role provides;</p> <p>d) the basis of their employment (permanent, fixed term, temporary). Where temporary, stipulate how long the position will last; and</p> <p>e) reporting structures.</p>			
		<p>N2-Submission Requirement: Resourcing Plan</p> <p>Please complete and upload a completed Resourcing Plan.</p> <p>Copies of the Resourcing Plan template can be accessed and downloaded from the 'Buyer Attachments' section in the applicable ITT.</p>			

	<b>Award Criteria 1- Staffing the service</b>	1.1 Skills and experience of staff delivering specialist legal advice.	11%	29%	70%
		1.2 Skills and experience of staff in delivering housing possession court duty schemes	12%		
		1.3 Staff recruitment	3%		
		1.4 Succession planning	3%		
	<b>Award Criteria 2- Delivery of a Quality Service</b>	2.1 Supervision of staff delivering specialist legal advice	8%	15%	
		2.2 Management of an effective service	7%		
	<b>Award Criteria 3 - Capacity Planning</b>	3.1 Resourcing Plan	10%	26%	
		3.2 Ongoing forecasting and resourcing	6%		
		3.3 Follow on Client assistance	5%		
		3.4. Sustainability of the service.	5%		
<b>Declaration</b>	Declaration <i>Pass = (provision of signed declaration)</i>	Pass/Fail			

### Award Criteria 1- Staffing the service

No.	Question	Rationale	Guidance
This Award Criterion is about how the Applicant will ensure it has staff with sufficient skills and experience to deliver the Contract Work in accordance with the HPCDS Contract.			
<i>1.1 Skills and experience of staff delivering specialist legal advice</i>	Using the Named Individuals in your Staff Organogram in question N.1, please use the text box(es) provided to explain how the Caseworkers, Supervisor(s) and Authorised Litigator(s) have the relevant skills and experience in providing specialist legal advice in Housing and Debt matters to effectively deliver a high quality of legal advice to Clients.	<p>This question is intended to assess the skills and experience of the Applicant and the Named Individuals in delivering Housing and Debt advice.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that they will have skilled and experienced staff in place and deployed on the delivery of this service to ensure high-quality</p>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of the breadth and depth of the skills and experience in providing legal advice in Housing and Debt matters of: <ul style="list-style-type: none"> <li>• Caseworkers;</li> <li>• Supervisors; and</li> <li>• Authorised Litigator(s)</li> </ul> </li> <li>- Details showing that the Contract Work will be delivered by individuals with relevant skills and</li> </ul>

		<p>specialist legal advice is delivered to Clients.</p>	<p>experience in providing specialist legal advice.</p> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that advice will be delivered by individuals with significant skills and experience. This could include:</b></p> <ul style="list-style-type: none"> <li>- Caseworkers deployed by the Applicant having significant experience in delivering advice across the widest range of cases in the Housing and Debt Categories of Law.</li> <li>- Supervisors deployed by the Applicant having significant experience in supervising the delivery of advice across the widest range of cases in the Housing and Debt Categories of Law.</li> <li>- A high ratio of Caseworkers who also meet the requirements of a Supervisor in the Housing and Debt Categories of Law.</li> </ul>
<p><i>1.2 Skills and experience of staff in delivering housing possession court duty schemes</i></p>	<p>Using the Named Individuals in your Staff Organogram in question N.1, please use the text box(es) provided to explain how the Caseworkers, Supervisors, Authorised Litigators and HPCDS Manager have relevant</p>	<p>This question is intended to assess the skills and experience of the Applicant and the Named Individuals in delivering housing possession court duty schemes</p>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of the skills and experience of: <ul style="list-style-type: none"> <li>• Caseworkers;</li> </ul> </li> </ul>

	<p>skills and experience in delivering housing possession court duty schemes.</p>	<p>For the avoidance of doubt, this question is concerned specifically with the delivery of face-to-face advice through a housing possession court duty schemes as opposed to providing advice in other circumstances (e.g. in an office or on the telephone).</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that the Applicant will have an appropriate level of skilled and experienced staff in place to deliver Contract Work.</p>	<ul style="list-style-type: none"> <li>• Supervisors;</li> <li>• Authorised Litigators; and</li> <li>• HPCDS Manager</li> </ul> <p>in delivering and managing advice to Clients through a housing possession court duty scheme.</p> <ul style="list-style-type: none"> <li>- Details showing that the Applicant will use Named Individuals with relevant skills and experience to deliver a housing possession court duty scheme.</li> <li>- Details showing that the Applicant will use Caseworkers who are experienced in successfully identifying and advising potential Clients in a housing possession court duty scheme and responding to the needs of those Clients.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that Contract Work will be delivered by Named Individuals with significant skills and experience. This could include:</b></p> <ul style="list-style-type: none"> <li>- The majority of Caseworkers and Supervisors to be deployed on the Contract Work have experience in</li> </ul>
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			<p>delivering housing possession court duty schemes.</p> <ul style="list-style-type: none"> <li>- The HPCDS Managers having high levels of skills and experience in managing the delivery of housing possession court duty schemes.</li> </ul>
<p><i>1.3: Staff recruitment</i></p>	<p>Please outline, in the text box(es) provided, the processes that you will undertake to fill any vacant posts in your Staff Organogram (provided in answer to question N1) by the Contract Start Date.</p> <p>If you do not currently have any vacancies to fill you should state this and explain the process that you will follow if posts currently filled become vacant prior to the Contract Start Date.</p>	<p>This question is intended to assess the Applicant's plans to ensure the Contract Work will be fully resourced with sufficiently skilled staff by the Contract Start Date.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that the Applicant will have staff with sufficient skills and experience deployed to the Scheme by the Contract Start Date.</p>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>-A description of the Applicant's plans to fill any vacant posts to ensure they are fully resourced with appropriately skilled staff for the Contract Start Date including: <ul style="list-style-type: none"> <li>• Dates;</li> <li>• timescales for any recruitment activity</li> <li>• names and responsibilities of Key Personnel involved.</li> </ul> </li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the individuals necessary to deliver the Contract Work will be in place. This could include:</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant has a low number of vacancies to fill in advance of the Contract Start Date.</li> <li>- Evidence that the process(es) to attract, select and appoint</li> </ul>

			<p>sufficiently-skilled and experienced staff are likely to lead to successful and timely recruitment.</p> <ul style="list-style-type: none"> <li>- A nominated recruitment lead with sufficient standing within the organisation, who has significant and relevant recruitment skills and experience</li> </ul>
<p><i>1.4. Succession planning</i></p>	<p>With reference to the roles in your Staff Organogram, given in answer to question N.1, in the text box(es) provided please outline how you will manage your ongoing recruitment and staff succession requirements throughout the entire Contract Period (including any extension periods) including the measures that you will take to motivate and retain staff.</p>	<p>This question is intended to assess the Applicant's plans to ensure that the Scheme will be fully resourced with sufficiently skilled staff throughout the Contract Period.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that the Applicant will be able to maintain adequate numbers of staff with sufficient skills and experience from the Contract Start Date and throughout the Contract Period.</p>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- An outline of the approach to succession planning and replacement of outgoing staff deployed to the Scheme, including: <ul style="list-style-type: none"> <li>• Caseworkers;</li> <li>• Supervisors;</li> <li>• Authorised Litigators; and</li> <li>• HPCDS Managers.</li> </ul> </li> <li>- A description of how the Applicant will motivate, upskill and retain staff.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will have effective succession-planning processes in place, for example:</b></p> <ul style="list-style-type: none"> <li>- Evidence that the succession planning processes outlined above have been used successfully by the Applicant in the past.</li> </ul>

			- Evidence that the Applicant has processes in place to ensure that staff development will include training in the delivery of HPCDS work
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## Award Criteria 2- Delivery of a quality service

No.	Question	Rationale	Guidance
This Award Criterion is about how Applicants will deliver a high-quality service with high levels of Client care.			
<p><i>2.1. Supervision of staff delivering specialist legal advice</i></p>	<p>Please use the text box(es) provided to outline how you will ensure effective supervision of Caseworkers and Agents deployed on the service to ensure the delivery of high quality Contract Work and measure the:</p> <ul style="list-style-type: none"> <li>(i) quality of advice provided</li> <li>(ii) referral of clients for ongoing work</li> </ul>	<p>This question is intended to assess the effectiveness of the Applicant's supervision of Caseworkers delivering advice, and management of the quality of advice provided to the client</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that they will effectively supervise the delivery of high-quality Contract Work in accordance with the requirements of the HPCDS Contract.</p>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of how the Applicant will deliver effective supervision of Caseworkers to ensure that the delivery of Contract Work is subject to quality assurance, including: <ul style="list-style-type: none"> <li>• Details of how supervision will take place, including file review processes, setting out the frequency and Named Individual(s) undertaking the reviews.</li> <li>• Details of how supervision will be take place for Contract Work delivered in Court.</li> </ul> </li> <li>- Where the Applicant has stated that they intend to use Agents, descriptions of how both directly employed Caseworkers and Agents will be supervised.</li> </ul>

			<ul style="list-style-type: none"> <li>- How the Applicant intends to ensure that advisers are present at all listing sessions</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that Supervision will be effectively carried out, for example:</b></p> <ul style="list-style-type: none"> <li>- Evidence that provides a high level of assurance that effective supervision will take place.</li> <li>- Evidence and examples of how the approach to Supervisors been successfully used by the Applicant in supervising a housing possession court duty scheme.</li> </ul>
<p><i>2.2. Management of an effective service</i></p>	<p>Please use the text box(es) provided to outline how you will manage the service to ensure that Caseworkers (including Agents) are deployed in all relevant court listings in the Scheme Area.</p>	<p>This question is intended to assess the effectiveness of the Applicants plans to manage the service and ensure that all court listings where advisers are required are resourced.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that they will ensure all court listings will have appropriately skilled advisers where required.</p>	<p><b>The answer should include;</b></p> <ul style="list-style-type: none"> <li>• A description of how the Applicant will plan to ensure that Caseworkers are available at each court in the Scheme Area to delivery Contract Work.</li> <li>• How the Applicant intends to liaise with the court and other relevant local links in the Scheme Area to ensure effective delivery of services to clients</li> <li>• How the Applicant will organise the delivery of services where Agents are used.</li> </ul>

			<p><b>Extra points may be awarded if the answer provides a higher level of assurance that they will have effective processes in place, for example:</b></p> <ul style="list-style-type: none"> <li>• Evidence of any contingency arrangements that would ensure consistent delivery of the service</li> <li>• Details of how the Applicant would deal with any emergency warrants</li> </ul>
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### Award Criteria 3 - Capacity planning

No.	Sub-criteria	Rationale	Guidance
This Award Criterion is about putting in place sufficient capacity to effectively deliver the Contract Work.			
3.1. <i>Resourcing Plan</i>	<p>In assessing the response to this question, the LAA will consider both the information contained in the text box(es) provided, as well as the Resourcing Plan.</p> <p>Copies of the Resourcing Plan can be downloaded from the 'Buyer Attachments' section in the ITT.</p> <p>Please use the text box(es) provided to describe how you have determined the numbers of Caseworkers and Supervisors set out in the Resourcing Plan to be deployed to each Court in the Scheme Area as being adequate to deliver the Contract Work.</p> <p>Where you have included the use of Agents within your Resourcing Plan, you should explain</p>	<p>The purpose of the Resourcing Plan is to determine the extent to which the Applicant's resourcing and deployment approach will ensure that it can effectively deliver the Contract Work to each Court within the Scheme Area.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that:</p> <ul style="list-style-type: none"> <li>- The numbers of Caseworkers and Supervisors that will deliver the Contract Work are sufficient.</li> <li>- Where Agents are used, strong arrangements are in place to ensure their availability to deliver the Contract Work is secured.</li> </ul>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Information to demonstrate that the number of staff in the Resourcing Plan is underpinned by realistic calculations of the demands of the Scheme using data provided in the IFA.</li> <li>- Where Agents are used, a description of the arrangements that the Applicant has in place to secure those Agents to deliver the Contract Work for the first year of the Contract.</li> </ul>

	<p>the arrangements you have in place to ensure that they will be available for at least the first year of the Contract.</p>		<p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively resource the Scheme, for example:</b></p> <ul style="list-style-type: none"> <li>- A high level of assurance is provided that the number and deployment of staff in the Resourcing Plan will be sufficient to deliver the Scheme.</li> <li>- Where Agents are used, evidence of written and agreed arrangements for ensuring their availability to provide the Contract Work.</li> </ul>
<p>3.2 <i>Ongoing monitoring, forecasting and resourcing</i></p>	<p>Please use the text boxes provided to describe how you will deliver the Contract Work on an ongoing basis throughout the Contract Period including:</p> <ul style="list-style-type: none"> <li>- How you will monitor resourcing on an ongoing basis to ensure sufficient Caseworkers and Supervisors will be deployed on the Contract Work.</li> <li>- How you will effectively engage with Courts to understand the scheduling of upcoming listings;</li> <li>- How you will construct your staffing rota on an ongoing basis to ensure that all Sessions are effectively delivered. This</li> </ul>	<p>This question is intended to give the LAA confidence that the Applicant will have sufficient staff resources in place to maintain the delivery of Contract Work throughout the Contract Period</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that their resources will be sufficient to maintain delivery of the Scheme based on:</p> <ul style="list-style-type: none"> <li>- Evidence of considered and well-constructed processes for monitoring and forecasting future resourcing requirements, including engaging with the Courts to plan for future Sessions.</li> </ul>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Details about the processes that will be used to successfully monitor service capacity and plan for future Sessions to allow the Applicant to forecast future demand, including plans for liaising with Courts.</li> <li>- Details of the processes the Applicant will follow to adjust resources where there is an increase in demand or staff absences.</li> </ul>

	<p>should include how you will react to the following scenarios:</p> <ul style="list-style-type: none"> <li>• An unexpected additional Session being arranged at a Court in the Scheme Area at short notice.</li> <li>• A sustained increase in the number of Sessions held at Courts within the Scheme Area;</li> <li>• A sustained increase in the number of Clients requiring assistance during Sessions;</li> <li>• Short-notice absences of Caseworkers and Supervisors who are delivering the Contract Work.</li> </ul>	<ul style="list-style-type: none"> <li>- Evidence of considered and well-constructed processes that will enable the Applicant to react quickly and flexibly to meet increases in demand.</li> </ul>	<ul style="list-style-type: none"> <li>- Details of the Named Individual(s) with responsibility for monitoring service capacity and forecasting future demand, engaging with Courts and resourcing the Contract Work.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively forecast demand and resource the Contract Work on an ongoing basis, for example:</b></p> <ul style="list-style-type: none"> <li>- Relevant experience of successfully delivering other services that required similar forecasting and resourcing activities, using staff and/or processes that will be used in delivering the Contract Work.</li> <li>- A flexible staffing approach including significant capacity to effectively meet increases in staffing requirements at short notice.</li> </ul>
<p>3.3. <i>Follow on Client assistance.</i></p>	<p>Please use the text box(es) provided to describe how you will secure appropriate follow on assistance to Clients after Controlled Work under the Scheme has been completed. This includes:</p>	<p>This question is intended to assess how effectively the Applicant can ensure that follow on assistance is provided to the Client, where appropriate.</p>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Details of how the Applicant will deliver follow on work to Clients through their own Face to Face Housing and Debt Contract or</li> </ul>

	<ul style="list-style-type: none"> <li>- Your approach for ensuring that Clients can access follow on legal aid services via a Face to Face Housing and Debt Contract, either directly by you or by an alternative legal aid provider; and</li> <li>- How you will work with, and manage referrals to local third sector organisations to provide additional help and support to Clients where appropriate.</li> </ul>	<p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence:</p> <ul style="list-style-type: none"> <li>- that they have an effective approach for ensuring Clients can access follow on legal aid Housing and Debt services.</li> <li>- that they have sufficient links to local third sector organisations which will allow them to effectively refer Clients for further assistance where appropriate.</li> <li>- that they can effectively identify Clients that would benefit from assistance from those local third sector organisations.</li> </ul>	<p>through referrals to other legal aid providers.</p> <ul style="list-style-type: none"> <li>- Details of how the Applicant will identify where a Client might benefit from additional services provided by local third sector organisations.</li> <li>- Details of the process for referring Clients to local third sector organisations for assistance, where appropriate.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that follow-on assistance will be effectively provided to Clients, for example:</b></p> <ul style="list-style-type: none"> <li>- The Applicant has significant internal capacity to provide follow on Housing and Debt legal aid work in the local area and/or strong links with other local Housing and Debt providers with a Face to Face Housing and Debt Contract who can accept referrals.</li> <li>- A strong understanding of and access to the available local services provided by third sector organisations which can provide additional help to Clients.</li> </ul>
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			<ul style="list-style-type: none"> <li>- Either strong existing links or an effective plan to build strong links with local third sector organisations, which will support effective referrals of Clients.</li> </ul>
<p>3.4. Sustainability of the service.</p>	<p>Please use the text boxes provided to describe how you will ensure sustainability of the scheme throughout the Contract Period.</p>	<p>This question is intended to provide a level of assurance to the LAA that the Applicant has considered the factors that might affect the sustainability of the Contract and has plans in place to mitigate any risks arising.</p> <p>Please explain what risks the Applicant has identified in managing the ongoing sustainability of the Contract and give a brief summary of any plans that might provide effective mitigation of these risks.</p>	<p>This question seeks to provide the LAA with assurance that the Applicant has considered the risk of bidding to provide the Contract Work over the Contract Period and has plans in place to mitigate any risks.</p> <p>Risks should include;</p> <ul style="list-style-type: none"> <li>• Financial risk</li> <li>• Resources</li> <li>• Reduction in work</li> <li>• Expansion of the requirement to provide services</li> </ul> <p>Higher marks will be awarded to Applicants that:</p> <ul style="list-style-type: none"> <li>- Have accurately assessed the type of risks presented by their individual operating model</li> <li>- Have identified the key features of the risk and have devised potential contingency solutions that would ensure ongoing provision of the Contract Work</li> </ul>

			-Have a credible plan in place to maintain and develop income streams to ensure continuity of the Contract Work
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**WARRANTIES AND DECLARATION**

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

**Declaration**

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements by the relevant latest date specified at paragraph 1.29 of the HPCDS Invitation To Tender Information For Applicants:

- i. Must have successfully concluded the verification of their Face to Face Housing and Debt tender by 23:59 on 20 July 2018; and
- ii. Will be fully constituted and have appropriate authorisation from a Relevant Professional Body where required under the Legal Services Act 2007; and
- iii. For any Scheme Area awarded the Applicant will be able and willing to advise on all HPCDS Cases (as required) listed by a court within that Scheme Area; and
- iv. For any Scheme Area awarded the Applicant will have employed, or have a Signed Engagement Agreement to employ, a Housing and Debt Supervisor who will be actively engaged in supervising its delivery of the Contract Work and who will be based at and regularly work from an Office which is located within the relevant Scheme Area; and
- v. For any Scheme Area awarded the Applicant will employ an Authorised Litigator who is based at and regularly work from an Office which is located within the relevant Scheme Area; and
- vi. For any Scheme Area awarded the Applicant will have a nominated individual to undertake the role of HPCDS Manager; and
- vii. 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) have undertaken at least 450 hours of work in the Housing and Debt Categories at any time over a period of up to 3 years immediately preceding the Mobilisation Start Date; and
  - d) be authorised to advise and represent Clients in relation to housing possession proceedings; and
- viii. Will have a Signed Engagement Agreement in place with any Caseworker the Applicant engages (but does not directly employ) in relation to the delivery of Contract Work.

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

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

and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this Tender are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a HPCDS Contract. I understand that the LAA may conduct verification checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. I understand the LAA will verify my Tender and I will be required to evidence the information and warranties in the Applicant's Tender, by the latest deadlines specified by the LAA. I confirm that this Tender is compliant with the rules in relation to Connected Entities set out in paragraphs 2.7 to 2.14 of the HPCDS ITT IFA.

	<b>Question</b>	<b>Response Type</b>
4.1	Name of person completing this Tender	Free Text Box
4.2	Status within the Applicant organisation	Free Text Box
4.3	Name of individual making declaration on behalf of the Applicant	Free Text Box
4.4	Status within the Applicant organisation	Free Text Box

## ANNEX F: Adjacent Housing and Debt Procurement Areas and Housing and Debt Scheme Areas

### London HPCDS Scheme Areas

In accordance with paragraph 1.43, Housing and Debt Procurement Areas shall be considered as adjacent to London Scheme Areas for the purposes of Selection Criterion 1 (Location of Face to Face Contract).

HPCDS Scheme Area	Adjacent Housing and Debt Procurement Areas	Adjacent HPCDS Scheme Areas
Barnet and Enfield	Harrow, Brent, Camden, Haringey, Waltham Forest	Brent
Brent	Harrow, Barnet, Camden, City of Westminster, Kensington and Chelsea, Hammersmith and Fulham, Ealing	Barnet and Enfield, City of Westminster
Bromley and Croydon	Sutton, Merton, Lambeth, Southwark, Lewisham, Greenwich, Bexley	Southwark
City of Westminster	Brent, Camden, Hackney & City of London, Lambeth, Wandsworth, Kensington & Chelsea	Brent
Havering	Redbridge, Barking and Dagenham, Bexley	None
Hounslow and Hillingdon	Harrow, Ealing, Hammersmith and Fulham, Richmond upon Thames	Kingston-upon-Thames & Richmond upon Thames and Wandsworth
Islington	Camden, Haringey, Hackney & City of London	None
Kingston-upon-Thames & Richmond upon Thames and Wandsworth	Hounslow, Hammersmith and Fulham, Merton, Sutton	Hounslow and Hillingdon

Newham	Tower Hamlets, Hackney & City of London, Waltham Forest, Redbridge, Barking and Dagenham, Greenwich	None
Southwark	Lambeth, Hackney & City of London, Tower Hamlets, Lewisham, Bromley	Bromley and Croydon

### Non London HPCDS Scheme Areas

HPCDS Scheme Areas	Adjacent Housing and Debt Procurement Areas	Adjacent HPCDS Scheme Areas
Barnsley, Doncaster and Sheffield	Rotherham, North Nottinghamshire, East Riding of Yorkshire, North Yorkshire, Wakefield, Kirklees, North Derbyshire	Wakefield and Kirklees, North Yorkshire, City of Derby and North Derbyshire, Greater Nottingham and North Nottinghamshire
Bedfordshire, Cambridgeshire, North Hertfordshire and South Hertfordshire	Leicestershire & Rutland, Northamptonshire, West Essex, Norfolk, Suffolk, Lincolnshire	City of Leicester and Northamptonshire, Norfolk and Suffolk, East Essex and West Essex, Lincolnshire, North East Lincolnshire & North Lincolnshire and City of Kingston-Upon-Hull
Berkshire, Buckinghamshire and Oxfordshire	Wiltshire, Surrey, Hampshire, Hillingdon, Hertfordshire, Bedfordshire	Bedfordshire, Cambridgeshire, North Hertfordshire and South Hertfordshire, Gloucestershire and Wiltshire
Birmingham, Herefordshire & Worcestershire	Sandwell, Dudley, Solihull, Walsall, Herefordshire & Worcestershire	Walsall & Dudley & City of Wolverhampton, Warwickshire & Coventry, Gloucestershire & Wiltshire, City of Stoke on Trent & Staffordshire & Shropshire
Bournemouth & Poole and Dorset	Somerset, Wiltshire, Hampshire	City of Bristol & South Gloucestershire & North Somerset, and Somerset
Bradford and Leeds	Calderdale, Kirklees, Wakefield, North Yorkshire	North Yorkshire, Wakefield & Kirklees, East Lancashire & West Lancashire

City of Bristol & South Gloucestershire & North Somerset, and Somerset	Devon, Dorset, Gloucestershire, Wiltshire	Devon and City of Plymouth, Gloucestershire and Wiltshire, Bournemouth & Poole and Dorset, Hampshire, Southampton and Portsmouth, Gloucestershire and Wiltshire
City of Derby and North Derbyshire	Staffordshire, Leicestershire & Rutland, Sheffield	City of Stoke-on-Trent, Staffordshire and Shropshire, Barnsley, Doncaster and Sheffield
City of Leicester and Northamptonshire	Leicestershire & Rutland, Northamptonshire, Lincolnshire	Warwickshire and Coventry, Berkshire and Buckinghamshire and Oxfordshire, Cambridgeshire
City of Stoke-on-Trent, Staffordshire and Shropshire	Cheshire, Walsall, City of Wolverhampton, Dudley, Herefordshire and Worcestershire, Warwickshire, South Derbyshire, North Derbyshire	Liverpool and Wirral and Cheshire, Walsall and Dudley and City of Wolverhampton, Birmingham and Hereford and Worcestershire, City of Stoke on Trent and Staffordshire and Shropshire, Warwickshire and Coventry, City of Derby and North Derbyshire
Cornwall	Devon, City of Plymouth	Devon and City of Plymouth
Cumbria	Northumberland, Durham, North Yorkshire, East Lancashire	East Lancashire and West Lancashire, North Yorkshire, Darlington and Durham
Darlington and Durham	North Yorkshire, Stockton-on-Tees, Middlesborough, Gateshead, Sunderland, Northumberland	North Yorkshire, Middlesborough,
Devon and City of Plymouth	Cornwall, Dorset, Somerset	Bournemouth & Poole and Dorset, City of Bristol & South Gloucestershire & North Somerset, and Somerset

East Essex and West Essex	Havering, Redbridge, Waltham Forest, Enfield, North Hertfordshire, South Hertfordshire, Suffolk	Bedfordshire, Cambridgeshire, North Hertfordshire and South Hertfordshire, Norfolk and Suffolk
East Lancashire and West Lancashire	Cumbria, North Yorkshire, Bradford, Calderdale, Rochdale, Bury, Bolton, Wigan, St Helens, Knowsley, Sefton	North Yorkshire, Cumbria, Bradford & Leeds, Manchester & Stockport, Liverpool & Wirral & Cheshire
Gloucestershire and Wiltshire	Oxfordshire, Warwickshire, Herefordshire & Worcestershire, South East Wales, City of Bristol South Gloucestershire & North Somerset, Dorset, Somerset, Hampshire	Warwickshire and Coventry, Birmingham and Hereford & Worcestershire, City of Bristol, South Gloucestershire and North Somerset & Somerset, Bournemouth and Poole & Dorset, Hampshire & Southampton, Berkshire and Buckinghamshire and Oxfordshire
Hampshire, Southampton and Portsmouth	West Sussex, Surrey, Berkshire, Wiltshire, Dorset, Portsmouth and IOW,	Bournemouth & Poole and Dorset, Gloucestershire and Wiltshire
Lincolnshire, North East Lincolnshire & North Lincolnshire and City of Kingston-Upon-Hull	East Riding of Yorkshire, North Nottinghamshire, Leicestershire & Rutland, Doncaster, Greater Nottingham	Greater Nottingham and North Nottinghamshire, Barnsley, Doncaster and Sheffield
Liverpool, and Wirral and Cheshire	West Lancashire, Wigan, Cheshire	East Lancashire and West Lancashire, Manchester and Stockport, City of Stoke on Trent and Staffordshire and Shropshire
Manchester and Stockport	Tameside, Oldham, Rochdale, Bury, Salford, Trafford, Cheshire, North Derbyshire	East Lancashire and West Lancashire, Liverpool and Wirral and Cheshire, City of Derby and North Derbyshire, Wakefield and Kirklees
Mid and South West Kent, North Kent and Medway, and the Kent Coast	East Sussex, Surrey, Bromley, Bexley	West Sussex, East Sussex and City of Brighton and Hove, Bromley and Croydon

Middlesbrough	Redcar and Cleveland, Stockton-on-Tees, North Yorkshire	North Yorkshire, Durham
Norfolk and Suffolk	East Essex, Cambridgeshire, Lincolnshire	East Essex and West Essex, Bedfordshire, Cambridgeshire, North Hertfordshire and South Hertfordshire, Lincolnshire, North East Lincolnshire & North Lincolnshire and City of Kingston-Upon-Hull
North Tyneside and Newcastle	South Tyneside, Gateshead, Northumberland	South Tyneside, Sunderland and Gateshead
North West Wales, North East Wales, and Central Wales	Cheshire, Shropshire, South East Wales, Rhonda Cynon Taff and Merthyr Tydfil, Neath Port Talbot and Swansea, South West Wales	Liverpool and Wirral and Cheshire, South East Wales and Rhondda Cynon Taff and Merthyr Tydfil and Bridgend, Cardiff, City of Stoke on Trent and Staffordshire and Shropshire, Birmingham and Hereford and Worcestershire, South West Wales and Neath Port Talbot and Swansea
North Yorkshire	Darlington, Durham, Stockton-on-Tees, Middlesbrough, Cumbria, East Lancashire, Bradford, Leeds, East Riding of Yorkshire, Redcar and Cleveland	Darlington and Durham, Middlesbrough, Barnsley, Doncaster and Sheffield, Bradford and Leeds, Cumbria, East Lancashire and West Lancashire
South East Wales, Rhondda Cynon Taff & Merthyr Tydfil, and Bridgend, Cardiff & the Vale	Gloucestershire, Herefordshire and Worcestershire, Rhonda Cynon Taff and Merthyr Tydfil, Central Wales	Gloucestershire and Wiltshire, Birmingham and Herefordshire and Worcestershire, South West Wales and Neath Port Talbot and Swansea, North West Wales and North East Wales and Central Wales
South Tyneside, Sunderland and Gateshead	Durham, Newcastle-upon-Tyne, North Tyneside, Northumberland	Darlington and Durham, North Tyneside and Newcastle
South West Wales, and Neath Port Talbot & Swansea	Central Wales, Bridgend Cardiff and The Vale, Rhonda Cynon Taff and Merthyr Tydfil	South East Wales and Rhonda Cynon Taff and Merthyr Tydfil and Bridgend, Cardiff, North West Wales and North East Wales and Central Wales

St. Helens and Wigan	Bolton, West Lancashire, Knowsley, Warrington and Halton, Salford	Manchester and Stockport, East Lancashire and West Lancashire, Liverpool and Wirral and Cheshire
Wakefield and Kirklees	Leeds, Bradford, Calderdale, Doncaster, Barnsley, Oldham, North Derbyshire	Bradford and Leeds, North Yorkshire, Barnsley and Doncaster and Sheffield, Manchester and Stockport, City of Derby and North Derbyshire
Walsall, Dudley and City of Wolverhampton	Sandwell, Staffordshire, Birmingham, Herefordshire and Worcestershire, Staffordshire	Birmingham and Herefordshire and Worcestershire, City of Stoke on Trent and Staffordshire and Shropshire
Warwickshire and Coventry	Solihull, Herefordshire and Worcestershire, Gloucestershire, Oxfordshire, Northamptonshire, Leicestershire and Rutland	City of Stoke-on-Trent, Staffordshire and Shropshire, Birmingham and Hereford and Worcestershire, Gloucestershire and Wiltshire, Berkshire and Buckinghamshire and Oxfordshire, City of Leicester and Northamptonshire
West Sussex, East Sussex, and City of Brighton and Hove	Surrey, Mid and South West Kent, Hampshire	Mid and South West Kent, North Kent and Medway, and the Kent Coast, Hampshire, Southampton and Portsmouth,

## ANNEX G: PRICE AWARD CRITERIA

	Question	Response Type
1.a	Please submit your Case Fee (exclusive of VAT) for the provision of HPCDS Contract Work for [the relevant court]	Price
1.b	Is the Case Fee for this court more than [£85.86/£90.72] <sup>1</sup> ?	Yes (Answer 1.c – 1.g) No
1.c	If you have answered yes to 1b, Please complete and attach the Costs Breakdown Template for this court	Attachment
NOTE	Applicants must provide further details of how they have calculated their costs as set out in the Cost Breakdown Template, based on assumptions with reference to indicative volumes and any refined assumptions they may wish to take into account from for example their own personal knowledge of running an HPCDS or similar service.	
1.d	Please confirm how you have calculated your overhead costs per Case as set out in the Costs Breakdown Template.  Please provide information which supports the costs submitted, for example, any IT and/or telephone contracts costs or any office costs which are directly attributable to the delivery of the HPCDS and any other information which details how the costs have been calculated	Free Text
1.e	Please confirm how you have calculated your travel costs per Case as set out in the Costs Breakdown Template  Please provide information which supports the costs submitted, for example, distances to be travelled, mode of transport and any other information which details how the costs have been calculated	Free Text
1.f	Please confirm how you have calculated your staff costs per Case as set out in the Costs Breakdown Template  Please provide information which supports the costs submitted, for example, staff directly employed by the Applicant used to deliver the service, advisers employed as or by Agents and Supervisors used to support advisers at court who are delivering the service and any other information which details how the costs have been calculated	Free Text

<sup>1</sup> The applicable value will be provided in the individual Scheme Area ITT in the e-Tendering system

1.g	<p>Please confirm how you have calculated any additional costs per Case as set out in the Costs Breakdown Template</p> <p>Please provide information which supports the costs submitted</p> <p>Where there are no additional costs listed on your Costs Breakdown Template, answer “N/A”</p>	Free Text
Declaration	<p>By submitting this information I give my undertaking that I am either:</p> <ul style="list-style-type: none"> <li>- the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitors Regulation Authority (SRA); or</li> <li>- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or</li> <li>- the Compliance Manager (CM) or the individual intending to be the CM where the Applicant is or intends to be authorised by CILEx Regulation (CILEx); or</li> <li>- 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;</li> </ul> <p>and am authorised to make this submission on behalf of the Applicant.</p> <p>I confirm that the information given in response to these questions (including any information submitted as part of the Costs Breakdown Template) is accurate.</p> <p>I confirm my understanding that where any Case Fee submitted is above [£85.86/£90.72]<sup>2</sup>, the LAA will review the Costs Breakdown Template and other information submitted in accordance with Section 7 of the HPCDS Information For Applicants.</p>	
D.1	Name of the individual making declaration on behalf of the Applicant	Free Text
D.2	Status within the Applicant organisation	Free Text

<sup>2</sup>The applicable value will be provided in the individual Scheme Area ITT in the e-Tendering system

## **ANNEX H: BUSINESS PLAN GUIDANCE**

### What is a Business Plan?

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

### How long should the Business Plan be?

Applicants should limit their Business Plan submitted should be no more than 10 pages.

### What information should be included in a Business Plan?

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

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

### Information which must be provided in a Business Plan

Structure and management	The (proposed) ownership structure of the business including: <ul style="list-style-type: none"><li>• Names and positions of all Partners, Members and Directors within the organisation; and</li><li>• A brief description of their experience</li></ul>
	Details of each management role and current staffing level including:

	<ul style="list-style-type: none"> <li>• A short description which confirms how the organisation intends to cover the key areas of service delivery, practice management, finance and administration under its new business model</li> </ul>
	<p>Mission statement including:</p> <ul style="list-style-type: none"> <li>• A description of the aims and objectives of the business and how the vision of the business will be different, where applicable, following expansion; and;</li> <li>• Where applicable, how growth will be achieved e.g. through a proposed merger, capital investment from owners, increase in lending</li> </ul>
	<p>Risk analysis of your business model including;</p> <ul style="list-style-type: none"> <li>• What risks have been identified with the business model (financial, organisational, personnel, service delivery); and</li> <li>• Detailed information on how these risks will be mitigated</li> </ul>
Operations and market analysis	<p>Details of your client base including:</p> <ul style="list-style-type: none"> <li>• Total number of clients advised/represented in last 12 months; and</li> <li>• Total revenue received in last 12 months; and</li> <li>• Expected trends in client base over the next 24 months i.e. how new clients will be attracted</li> </ul> <p>Key delivery milestones which must be met to enable your organisation to begin delivering services and/or expand your current operations including:</p> <ul style="list-style-type: none"> <li>• A detailed set of planning assumptions including the cost of each activity</li> <li>• Contingencies (financial, personnel, service delivery) should key dates be missed</li> </ul> <p>Details of the split between expected public/private paying income, including</p> <ul style="list-style-type: none"> <li>• The ratio of current public to private paying clients; and</li> </ul>

	<ul style="list-style-type: none"> <li>The expected ratio of public to private paying clients after 24 months</li> </ul> <p>These should also feature on the completed cash flow forecast submitted as part of your Tender</p>
	<p>Details of access to sources of income other than those expected under the HPCDS Contract including:</p> <ul style="list-style-type: none"> <li>Confirmation of other current publicly funded work and/or privately funded revenue and current turnover; and</li> <li>Any anticipated revenue sources, including expected income, being developed and which will be operational within the next 24 months</li> </ul>
Financial	<p>Use of capital and credit facilities including:</p> <ul style="list-style-type: none"> <li>Details of capital; and</li> <li>A summary of how capital and/or credit facilities will be used to fund the set up and/or expansion of your business e.g. refurbishing office space, buying equipment, recruitment costs etc.</li> </ul>
	<p>Confirmation of availability of current working capital</p>
	<p>Details of the assumptions made in developing your Cash Flow Forecast including:</p> <ul style="list-style-type: none"> <li>A summary of the key assumptions in producing financial forecasts, such as average time for debtor and creditor payments.</li> </ul> <p>Detailed assumptions should be included on the Monthly Cash Flow Forecast Template submitted as part of the Applicant's Tender</p>

## ANNEX I: GLOSSARY OF DEFINED TERMS

In this IFA the following terms shall have the meaning set out below.

<b>Term</b>	<b>Description</b>
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
Alternative Hearing Venue (AHV)	An alternative venue at which a hearing relating to a Case listed at a Court in a Provider's Schedule is to be heard.
Amber Rating	A possible RAG rating achieved on completion of the Financial Assessment Form.
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
Award Criteria	The award criteria within the Scheme Area ITTs including the Technical Envelope and the Commercial Envelope as also set out at Annexes C and D of the IFA.
Award Criteria Guidance	Information on the LAA's approach to its evaluation of Award Criteria as set out in Annex E
BSB	Bar Standards Board; a Relevant Professional Body
Capacity Assessment	As defined in paragraphs 4.21 to 4.26 of the IFA
Case	An Act of Assistance carried out by a Provider on behalf of a Client under the Scheme.
Case Fee	The fixed fee for delivering a Case within a Court as submitted in an Applicant's Price Form
Caseworker	As defined in paragraph 1.21 of the Specification
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 Gov.uk website.
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
CLA Contract	As defined in the CLA Information for Applicants document.
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.
Commercial Envelope	The section in the Bravo e-Tendering system where Applicants submit the Case Fee(s) they will charge for delivering the Contract Work

Connected	Has the meaning given in paragraph 2.8 of the IFA and “connection” shall be construed accordingly
Connected Entity	An Applicant who is Connected to one or more other Applicants
Consultative Bodies	The Law Society , the Legal Aid Practitioners Group (LAPG), and The Bar Council. For civil Contract Work, Consultative Bodies also includes the Advice Services Alliance (ASA)
Contracting Entity	The single legal entity which the LAA will enter into a HPCDS Contract with and who will perform the Contract Work.
Contract Documents	The documents listed at paragraph 1.6 of the IFA.
Contract for Signature	The document of that name issued by the LAA and signed by the LAA and the Applicant in relation to this Contract
Contact Period	Has the meaning given in the Contract for Signature
Contract Start Date	The date from which the Provider must deliver the HPCDS Contract Work, being 1 October 2018
Contract Value	As defined in paragraph 4.18 of the IFA.
Contract Work	The services to be delivered by a Provider to a Client in accordance with the requirements of the HPCDS Contract
Core Bid	As set out in Annex B of the IFA
Costs Breakdown Template	Where Applicants submit a Case Fee for any court within a Scheme Area which is above the Price Threshold they will be required to complete and submit this Template which will set out their costs and profit margin for the LAA to assess
Court	One or more courts as specified in your Schedule or where applicable, any Alternative Hearing Venue or 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.
Deadline	The deadline to submit a Tender under this process which is 4 December 2017.
Established Business	As set out in paragraph 4.11 of the IFA.
e-Tendering system	The LAA’s secure internet site at <a href="http://www.legalaid.bravosolution.co.uk">www.legalaid.bravosolution.co.uk</a> through which Tenders and the procurement process as a whole are managed.
Evaluation Process	The process set out in Section 7 of this IFA
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’.
Final Score	The score (out of a maximum of 100) achieved by an Applicant following the assessments of the Technical Envelope and the Commercial Envelope
Financial Assessment	Stage 1 of the Evaluation Process, as set out in Section 7 of the IFA.
Financial Assessment Form	The Mandatory Attachment, as set out in paragraph 3.17 of the IFA.
Full-Time Equivalent or “FTE”	The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example the following working patten would represent on Full Time Equivalent: <ul style="list-style-type: none"> <li>- Person A – 20 hours per week</li> <li>- Person B – 10 hours per week</li> <li>- Person C – 5 hours per week</li> </ul>

	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
Green Rating	A possible RAG rating achieved on completion of the Financial Assessment Form.
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Housing & Debt	As set out in the 'Category Definitions 2018' guide published on our website
Housing and Debt ITT	The separate ITT for the provision of face to face advice in Housing and Debt
Housing Possession Court Duty Scheme	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 2018 Housing Possession Court Duty Scheme Contract which consists of the Contract Documents and which will be awarded to successful Applicant under this procurement process.
HPCDS Manager	Means the individual member of a Provider's personnel nominated to be responsible for the overall management of the service.
Individual Bid	A bid for Contract Work in a particular Scheme Area. In relation to the Liverpool, Wirral and Cheshire Scheme Area only, an Individual Bid is comprised of a submitted in relation to either Lot 1 or Lot 2.
Information for Applicants ("IFA")	This Information for Applicants (in its entirety)
Invitation to Tender (ITT)	Means either the Applicant ITT or any of the 47 Scheme Area ITTs (one for each Scheme Area, with one for each Lot in the Liverpool, Wirral and Cheshire Scheme Area) for HPCDS Contract.
Key Personnel	Any individual who has, or is held out as having either expressly or impliedly, or exercises, (or will have, be held out as having or exercising by the Mobilisation Start Date) powers of representation, decision, veto, influence or control in relation to an Applicant including partners, directors, trustees and other senior managers and employees of the Applicant. Where a trust or company would satisfy the above in relation to an Applicant, any individual who has the right to exercise significant influence or control over the activities of that trust or company.
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 is responsible for the administration of legal aid (including this procurement process)
Lot	As defined in paragraph 1.16
Mandatory Attachment	As set out in paragraphs 3.17 to 3.29 of the IFA
Matter Start	A Controlled Work case as defined at Section 1 of the HPCDS Contract Specification
Maximum Bid	As set out in Annex B of the IFA
Minimum Quality Thresholds	As defined at paragraphs 7.30 to 7.31 of the IFA
Minimum Requirements	The requirements set out in paragraph 1.26 of the IFA
Mobilisation Period	The period between the Mobilisation Start Date and the Contract Start Date
Mobilisation Start Date	The date on which the Mobilisation Period commences

Monthly Cashflow Forecast Template	The template which Applicants requiring a Capacity Assessment can use to submit their monthly cashflow forecast, as set out in paragraph 3.18 of the IFA.
Office	As defined at 2.32 of the General Specification
Other Business	As defined in paragraph 4.11 of the IFA
Price Award Criteria	The Award Criteria against which the Applicant's pricing submission will be assessed
Price Form	The section of the Commercial Envelope in the e-Tendering system where Applicants are required to submit a Case Fee for each Court within the applicable Scheme Area.
Price Threshold	As defined in paragraph 5.23 of the IFA
Priority Questions	Specific questions which will be given additional priority and used to differentiate between Applicants in the event that Applicants achieve tied scores and prevent the LAA from identifying the target number of Applicants to either Shortlist for Stage 5 of the Evaluation Process or where more than one Applicant achieves the same Final Score.
Provider	A party to a contract with the LAA in respect of the provision of Legal Aid.
Qualification Envelope	The section in the Bravo e-Tendering system where Applicants submit responses to the Selection Criteria
Quality Award Criteria	The Award Criteria against which the Applicant's responses in the Technical Envelope will be assessed.
Red Rating	A possible RAG rating achieved on completion of the Financial Assessment Form.
Red Plus Rating	A possible RAG rating achieved on completion of the Financial Assessment Form.
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
Resourcing Plan	As set out at paragraph 3.21 of the IFA
Response	An Applicant's response to an ITT as part of this procurement process
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 Area.
Scheme	The Housing Possession Court Duty Scheme operating under and in accordance with the requirements of this HPCDS Contract
Scheme Area	The 46 individual areas for which LAA is inviting Applicants to Tender for an HPCDS Contract to perform Contract Work. A full list of Scheme Areas is contained at Annex A
Scheme Area Guide	Additional information providing historical data on the volume and value of work undertaken in the court locations within the HPCDS Scheme Area(s)
Scheme Area ITT	One of the 47 individual ITTs (which includes Lot 1 and Lot 2 for the Liverpool, Wirral and Cheshire Scheme Area) which should be submitted to Tender for the delivery of services in an individual area.
Selection Criteria	Requirements Applicants will be assessed against to be shortlisted for a HPCDS Contract

Selection Questionnaire or SQ	The Selection Questionnaire which should be completed as part of the Tender.
Session	A distinct 'morning' or afternoon' session scheduled by the applicable Court in order to hear cases covered by the Scheme
Signed Engagement Agreement	A legally binding written agreement between and executed by an individual and an Applicant confirming that the individual will be employed or otherwise engaged as required by the terms of the HPCDS Contract by the Applicant from the Mobilisation Start Date and the terms "written agreement," as used in this IFA, and "formalised agreement," as used in the Specification, bear the same meaning.
Specification	The HPCDS Contract Specification which sets out the nature of the Contract Work to be delivered.
SRA	Solicitors Regulation Authority; a Relevant Professional Body
Staff Organogram	As set out in paragraph 3.20 of the IFA
Stages	A reference to one or more of stages 1 – 6 of the Evaluation Process as set out in Section 7 of the IFA.
Standby Fee	A fee which may be claimed by an Applicant where a Caseworker attends a Court for an arranged Session but does not see any Clients
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
Supporting Financial Documentation	As set out in paragraph 4.27 of the IFA
Technical Envelope	The section in the Bravo e-Tendering system where Applicants submit responses to the Quality Award Criteria
Tender	An Applicant's complete response to this procurement process consisting of a HPCDS Applicant ITT Response and at least one HPCDS Scheme Area ITT Response, and which may contain a number of individual bids
Total Weighted Price	The total sum of all of the Applicant's Weighted Prices
Weighted Price	The individual prices submitted by an Applicant for each Sub Criteria in the Commercial Envelope after the specified weightings have been applied to them by the LAA