



**Procurement of Welfare Benefits Services in England and Wales from 1 November
2016
Information For Applicants**

The Legal Aid Agency (LAA) is inviting Applicant Organisations to submit a Tender to deliver publicly funded legal advice services in relation to the Welfare Benefits Category of Law to commence on 1 November 2016 in the following Procurement Areas only:

- The North and/or;
- The South West & Wales

We are not seeking Welfare Benefits Services in the Midlands and East or the South and South East Procurement Areas through this procurement. Services in these Procurement Areas are delivered via the 2013 Standard Civil Contract (Welfare Benefits) which is due to expire on 31 March 2018.

This procurement process is a single stage process. There are two separate Invitation to Tender (ITT) documents, one for each Procurement Area. Applicant Organisations are invited to submit a Tender by completing an ITT for each Procurement Area in which they previously expressed an interest in providing Welfare Benefits Services in response to the LAA's request for expressions of interest which was open between 24 March 2016 and 14 April 2016. Tenders will only be accepted from Applicant Organisations which submitted an expression of interest.

This procurement process is designed to evaluate an Applicant Organisation's suitability to enter in to a contract with the LAA and will procure the 2016 Standard Civil Contract (Welfare Benefits) (Contract). There is no limit to the number of Contracts that can be awarded through this tender process. All Tenders deemed suitable following this procurement process will be awarded a Contract.

The Deadline for submitting responses to this procurement process is 12 noon on 10 June 2016 (the "Deadline")

This IFA

This Information for Applicants (IFA) document provides Applicant Organisations with information about the ITTs, including how Applicant Organisations submit a Tender and the rules governing the procurement process.

Applicant Organisations must read this entire document before submitting their ITT response(s) and are advised to read all supplementary information provided.

Where not defined in the body of this IFA capitalised terms are defined in the Glossary at Annex B.

The Welfare Benefits Services required are described in further detail within Section 1 below. Applicant Organisations do not need to be current LAA contract holders to apply.

This procurement process relates to services which are classed as “Social and Other Specific Services”, however, the value of the required services is below the relevant EU threshold. The Public Contracts Regulations 2015 (the “Regulations”) therefore only apply to a limited extent. The LAA is not bound by any of the Regulations except those which apply to below threshold procurements.

Outline Timetable

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 Applicant Organisations through the eTendering system as soon as possible.

| Activity | Timescale |
|---|-------------------------|
| Organisations that submitted an expression of interest are invited to tender in the Procurement Areas(s) for which they responded. Documents available via the LAA’s eTendering portal | 13 May 2016 |
| Final date to submit questions about this procurement process | 12 noon on 24 May 2016 |
| ‘Frequently Asked Questions’ document to be published (if required) | 1 June 2016 |
| Deadline for submission of Tenders | 12 noon on 10 June 2016 |
| Notification of Contract award decisions | July 2016 |
| Verification of Tenders | July – September 2016 |
| Contract documentation issued | October 2016 |
| Contract Start Date | 1 November 2016 |

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SECTION 1: INTRODUCTION AND BACKGROUND

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 (“LASPO”) and associated legislation. All contract documentation will be issued by the LAA on behalf of the Lord Chancellor.
- 1.2 In this procurement process the LAA is inviting Applicant Organisations to submit a Tender for a 2016 Standard Civil Contract to deliver Welfare Benefits Services in the North and/or the South West & Wales Procurement Areas from 1 November 2016.
- 1.3 The Applicant Organisation’s Tender to deliver the Services in the North Procurement Area and/or in the South West & Wales Procurement Area under the Contract is governed by this Information for Applicants (IFA) document.
- 1.4 Applicant Organisations which are successful under this procurement process will be awarded a 2016 Standard Civil Contract (Welfare Benefits), subject to satisfactorily verifying their Tender (see Section 7 for details).
- 1.5 The Deadline for submitting a Tender is **12 noon on 10 June 2016**. All Tenders must be completed and submitted using the LAA’s eTendering system. Late submissions

will not be considered under any circumstances (see paragraph 8.7). It is the Applicant Organisation's absolute responsibility to ensure that the LAA receives its Tender before the Deadline.

About the 2016 Standard Civil Contract (Welfare Benefits)

- 1.6 Applicant Organisations that are successful in tendering for this work will be awarded a 2016 Standard Civil Contract (Welfare Benefits) in the relevant Procurement Area(s) from 1 November 2016. There is no limit to the number of Contracts that can be awarded through this procurement process.
- 1.7 Contracts will run for seventeen (17) months until 31 March 2018 (subject to rights of early termination and our right to extend for up to a further 1 year).
- 1.8 These Contracts will only operate within the scope of the Welfare Benefits Category of Law. Further information can be found in paragraphs 1.17-1.20.
- 1.9 Providers will be required to deliver both Specialist Legal Advice face-to-face to clients from their Office and Remote Advice.
- 1.10 Providers will be able to deliver both Controlled Work and Licensed Work under the Contract.
- 1.12 The 2016 Standard Civil Contract (Welfare Benefits) is made up of the following documents:
 - Contract for Signature
 - Standard Terms (which governs the relationship between the LAA and the contract holder and contains overarching terms)
 - Specification (which governs how the Services must be delivered and includes the service standards and key performance indicators that successful Applicant Organisations must meet)
 - Schedules (which set out the Category of Law that may be performed under the Contract and any bespoke terms relevant to the delivery of the Welfare Benefits Services at a particular Office).
- 1.13 Contract documentation is available on our website at <https://www.gov.uk/topic/legal-aid-for-providers/contracts>

Who can submit a Tender

- 1.14 This procurement process is open to organisations which submitted an expression of interest in response to the LAA's request for expressions of interest which was open between 24 March 2016 and 14 April 2016 and are able to meet the LAA's minimum requirements. Applicant Organisations may only submit a Tender in relation to the Procurement Area(s) for which they expressed an interest. Tenders received from organisations which did not express an interest in providing Welfare Benefits Services in the relevant Procurement Area following the LAA's request will be rejected. Applicant Organisations do not need to be current LAA contract holders to submit a Tender.
- 1.15 The LAA will not accept subcontracting or consortia arrangements for the delivery of these Services. Therefore, Applicant Organisations must be single legal entities able to directly provide all of the Services tendered for.

Outline of Welfare Benefits

- 1.16 Applicant Organisations who successfully tender for a Contract will be authorised to undertake Welfare Benefits Services on behalf of clients in the relevant Procurement Area from the Contract Start Date.
- 1.17 The scope of Welfare Benefits is set out in paragraphs 8 and 8A of Schedule 1, Part 1 LASPO. This category primarily covers the following cases in relation to Controlled Work:
- Advice and assistance on whether or not to make an application to the Upper Tribunal seeking permission to appeal the decision made by the First-tier Tribunal in the Upper Tribunal;
 - Seeking permission to appeal on a point of law the decision made the First-tier Tribunal in the Upper Tribunal;
 - A substantive appeal on a point of law in the Upper Tribunal;
 - Seeking permission to appeal on a point of law in relation to the Court of Appeal and Supreme Court;
 - A substantive appeal in the Court of Appeal and Supreme Court; and
 - Onward appeals on a point of law from the Valuation Tribunal England and Valuation Tribunal Wales.
- 1.18 Paragraphs 8 and 8A of Schedule 1, Part 1 LASPO also allow the following case work to the undertaken in relation to Licensed Work:
- An appeal on a point of law in relation to all Welfare Benefits matters in the Court of Appeal and Supreme Court; and
 - An appeal on a point of law in relation to a council tax reduction scheme to the Court of Appeal and Supreme Court.
- 1.19 Further detail can be found in [Part 1, Schedule 1 to LASPO 2012](#) and in the 'Category Definitions 2013' document on Gov.uk: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/441385/category-defenitions-2013.pdf
- 1.20 Welfare Benefits Services are divided into two broad areas of work:
- Controlled Work: generally covers basic levels of advice and where necessary includes Help at Court; and
 - Licensed Work: generally covers representation and where necessary includes Investigative Representation.
- 1.21 Full definitions of these areas of work are available in the Civil Legal Aid (Merits Criteria) Regulations 2012. Providers delivering Welfare Benefits Services must be willing and able to undertake any Controlled and Licensed Work arising in its entirety within the scope of Welfare Benefits.

About the Welfare Benefits Services

- 1.22 The LAA is inviting Tenders from Applicant Organisations to deliver Welfare Benefits Services in one or more of the following two Procurement Areas:
- The North; and/or
 - The South West & Wales
- 1.23 Applicant Organisations will be authorised to deliver Services across the whole of the relevant Procurement Area, primarily through face-to face advice but must also be able to conduct cases in part or in whole via Remote Advice where the client requests it.
- 1.24 Providers may deliver Welfare Benefits Services to any client that seeks advice in the Welfare Benefits Category of Law and who is eligible under the scope of Welfare Benefits. For the provision of face-to-face advice, clients will usually need to reside in the Procurement Area in which the Provider is based unless written confirmation is obtained from the client that they wish to be advised by a Provider outside the Procurement Area.
- 1.25 Successful Applicant Organisations will be able to undertake up to 30 Controlled Work Matter Starts per annum under the Contract. Once the Contract is operational, where Providers are running out of Matter Starts they may request up to an additional 50% of this allocation, in accordance with the 'supplementary matter start' process detailed in the Contract Specification. Providers with available Matter Starts will be able to assist clients directly without prior authority from the LAA.
- 1.26 There is no limit to the volume of Licensed Work that a Provider may undertake. However, funding applications will need to be submitted to the LAA for each Licensed Work case and it is the LAA that decides whether the relevant criteria are met (or whether exceptional case funding can be granted).

Remote Advice

- 1.27 Providers will be required to offer Remote Advice. This means that successful Applicant Organisations must be able to offer advice to clients who wish to access Welfare Benefits Services remotely, e.g. by telephone and/or email.
- 1.28 Remote Advice must be undertaken for those clients who request it where:
- The client's case is within the scope of Welfare Benefits; and
 - It is not necessary in the interest of the client or his or her case to attend in person.
- 1.29 Providers must ensure that caseworkers have appropriate training to undertake Remote Advice, as set out in the 2016 Standard Civil Contract (Welfare Benefits).
- 1.30 Providers may advise any client who seeks Remote Advice, regardless of whether or not the potential client lives in the Procurement Area.
- 1.31 Providers must not provide clients with a premium rate telephone number for the purposes of contacting the Provider for Remote Advice.

Payment for Welfare Benefits Services

1. 32 Providers will be paid a standard fee of £208 (exclusive of VAT) for each Welfare Benefits Matter properly reported, as set out in the Civil Legal Aid (Remuneration) Regulations 2012. There is no escape fee available for Welfare Benefits Services. Licensed Work will be paid at hourly rates as specified in the Civil Legal Aid (Remuneration) Regulations 2012.

SECTION 2: WHAT REQUIREMENTS DO APPLICANT ORGANISATIONS NEED TO MEET TO BE AWARDED A CONTRACT?

- 2.1 Applicant Organisations must be successful under this procurement process in order to be awarded a Welfare Benefits Contract.
- 2.2 By submitting a Tender Applicant Organisations confirm that they will meet the following Criteria by the Contract Start Date in order to be awarded a Contract. These Criteria can be found in Section D of Annex A of this IFA. The Criteria have been devised to assess Applicant Organisations' ability to deliver Services under the Contract. The Criteria can be summarised as follows:
- Applicant Organisations must be able to deliver Welfare Benefits Services from an Office which:
 - is located in the relevant Procurement Area; and
 - meets the requirements of at least a Part Time Presence (set out in paragraphs 2.35 and 2.36 of the 2016 Standard Civil Contract (Welfare Benefits) Specification).
 - Applicant Organisations must Employ at least one Supervisor working at least 17.5 hours per week who meets the Welfare Benefits Supervisor Standard and will actively supervise delivery of the Services; and
 - Applicant Organisations must maintain a ratio of one Full-Time Equivalent Supervisor (who meets the Welfare Benefits Supervisor Standard and will actively supervise delivery of the Services) to four Caseworkers as set out in paragraph 2.10 of the 2016 Standard Civil Contract (Welfare Benefits) Specification.
 - Applicant Organisations must hold a Relevant Quality Standard (see sections 2.8 – 2.13 below for further details). Applicant Organisations which already have a contract with LAA to deliver other legal services will be required to hold a Relevant Quality Standard (either the Law Society's Lexcel standard or the LAA Specialist Quality Mark ("SQM"), as audited by the SQM Delivery Partnership), by the Contract Start Date. Applicant Organisations which do not hold a contract with the LAA to deliver legal services will be required to either successfully achieve the SQM within 6 months of the Contract Start Date or to successfully achieve Lexcel by the Contract Start Date; and
 - Applicant Organisations must have access to an Authorised Litigator; and
 - Applicant Organisations must not have had a Peer Review rating of a category 4 or 5 in the five year period prior to May 2016; and
 - Applicant Organisations must be able to offer Remote Advice.

- 2.3 In accordance with the verification process set out at Section 7 of this IFA we will request confirmation that the necessary arrangements are in place to meet the Criteria contained in Annex A no later than one month before the Contract Start Date. We will not issue contract documentation until we are satisfied that the Criteria are met. We will not contract with any Applicant Organisation whose Tender has not been verified by the Contract Start Date.
- 2.4 Applicant Organisations must submit the details of an Office in each Procurement Area they are tendering to deliver services from. A 'postcode tool' is available within 'Buyer Attachments' section of the ITT in the e-tendering system and on www.gov.uk/government/publications/welfare-benefits-tender-2016. Applicant Organisations must check that their proposed Office falls within the Procurement Area in which they seek to bid.
- 2.5 An Applicant Organisation must not have received a Confirmed Peer Review rating of 4 or 5 since 10 May 2011. LAA will check its own records on Applicant Organisation's Peer Review Scores and the Tender of any Applicant Organisation with a Confirmed Peer Review rating of 4 or 5 in the Welfare Benefits Category will be unsuccessful. More information on Peer Review can be found on the LAA website at: <http://www.gov.uk/guidance/legal-aid-agency-audits#peer-review>.

Supervisor requirements

- 2.6 The Welfare Benefits Supervisor Standard is set out at 2.10 – 2.27 of the Welfare Benefits Contract Specification.
- 2.7 For the purposes of obtaining and retaining a Contract, use of external (or non-employed) Supervisors is not permitted. To evidence that an Applicant Organisation Employs an individual who meets the Supervisor Standard, a compliant Supervisor Declaration Form must be provided at least six weeks before the Contract Start Date (see paragraphs 7.1 – 7.5 for further details).

Relevant Quality Standard requirements

- 2.8 As outlined at paragraph 2.2 above, by the Contract Start Date Applicant Organisations must hold either the LAA's (paid for) Specialist Quality Mark (SQM) or the Law Society's Lexcel standard. Applicant Organisations will be responsible for paying all necessary fees to the auditing organisation. The LAA will not accept any responsibility for any such fees.
- 2.9 In April 2010, the SQM Delivery Partnership was appointed to undertake SQM audits, charging organisations for the service. All Applicant Organisations intending to meet this Criterion through holding the SQM will be required to be audited by the SQM Delivery Partnership as outlined in paragraph 2.10.
- 2.10 Where an Applicant Organisation already holds the SQM following an audit from the SQM Delivery Partnership or is in the process of being audited by them, it need not reapply for the SQM. Requirements according to the Relevant Quality Standard an Applicant Organisation chooses to hold are detailed below:

| Applicant Type (by organisation) | Requirement |
|---|---|
| Organisations that do not currently undertake publicly funded work and intend to hold the SQM | <ul style="list-style-type: none"> - Pass desktop audit by Contract Start Date; and - Fully pass the Pre SQM audit within six months of the Contract Start Date |
| Organisations that do not currently undertake publicly funded work and intend to hold Lexcel. | <ul style="list-style-type: none"> - Achieve Lexcel standard by Contract Start Date |
| Organisation already holding Lexcel | <ul style="list-style-type: none"> - No further audit required |
| Organisation already holding SQM as audited by SQM Delivery Partnership | <ul style="list-style-type: none"> - No further audit required |

- 2.11 Applicant Organisations are advised to apply for the Relevant Quality Standard early, **as no extensions of time will be given**. It is the responsibility of the Applicant Organisation to contact the auditing organisation (The Law Society or SQM Delivery Partnership) and arrange for any necessary audits. The LAA assumes no responsibility to monitor Applicant Organisations' progress towards achieving a Relevant Quality Standard.
- 2.12 Further information about the SQM and how to register with the SQM Delivery Partnership can be found at <http://www.sqm.uk.com>.
- 2.13 Further information on Lexcel can be found on The Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>.

Indemnities

- 2.14 It will be a condition of contract award that Applicant Organisations with limited liability supply us with a relevant indemnity form one month before the Contract Start Date. The indemnity form must be signed by the ultimate owners of the Applicant Organisation and/or such persons as we might reasonably regard as being controllers and/or senior managers of the Applicant Organisation and/or where the Applicant Organisation is a limited company, from any company which is its holding company. Registered charities will not be required to provide an indemnity.
- 2.15 If the Applicant Organisation fails to provide the LAA with a completed indemnity form complying with these requirements by the specified date, the LAA will not be able to issue contract documentation. We will not contract with any Applicant Organisations who are unable to provide a valid indemnity form. A copy of the indemnity form is available at <https://www.gov.uk/government/publications/personal-guarantee-and-indemnity>
- 2.16 At the LAA's discretion, a guarantee offering equivalent protection may be accepted from an Applicant Organisation with limited liability as an alternative to an indemnity. We will consider exercising such discretion where an Applicant Organisation is able

to demonstrate that such a guarantee will protect public funds to the same extent as an indemnity would.

SECTION 3: HOW DO APPLICANT ORGANISATIONS COMPLETE AND SUBMIT A TENDER?

- 3.1 All Tenders must be completed and submitted using the LAA's eTendering system. This is a secure Internet site through which Tenders are managed. It can either be accessed through eTendering portal links on the tender pages of the LAA website or directly at www.legalaid.bravosolution.co.uk
- 3.2 Applicant Organisations must familiarise themselves with the eTendering system guides available through the 'Technical Support and Guidance' link on the eTendering system home page, which provides more detailed guidance on how to complete a Tender.
- 3.3 In order to access this procurement opportunity, Applicant Organisations must register on the eTendering system.
- 3.4 Some Applicant Organisations may have already registered on the system as part of previous LAA procurement exercises. If this is the case and the details of the organisation remain up to date, there is no need to register again. If Applicant Organisations have forgotten their password they must click on the 'Forgotten your password?' link on the eTendering homepage to get their password reset.
- 3.5 Communication with Applicant Organisations from the LAA about this procurement process will be undertaken through the secure online eTendering system message board. The LAA highly recommend that multiple additional users are set up under an Applicant Organisation's registration (see 'Technical Support and Guidance' link) so urgent messages that may affect an Applicant Organisation's Tender can be actioned as necessary. Applicant Organisations are advised to check the eTendering system regularly to ensure that any messages are read promptly.
- 3.6 Applicant Organisations which previously expressed an interest have been invited to tender through the eTendering system. An Applicant Organisation's registered users on the eTendering system will have received an email notifying them of this. By clicking on the link in the notification email, Applicant Organisations will be taken to the "project" containing the ITT/s for which they are eligible. Alternatively, Applicant Organisations will be able to access the relevant ITT/s via the "My ITTs" link within the eTendering system.
 - ITT 428 – Welfare Benefits services from 1 November 2016 - North Procurement Area
 - ITT 429 – Welfare Benefits services from 1 November 2016 - South West & Wales Procurement Area

Applicant Organisations must ensure that they access and submit the correct Tender documents for this procurement process.

- 3.7 All questions marked with a red asterisk on the eTendering system are mandatory and the eTendering system will not permit an Applicant Organisation to submit its Tender unless answers to these questions are provided. It is the Applicant Organisation's sole responsibility to ensure that it correctly accesses, completes and submits its Tender.

- 3.8 There is a button in the eTendering system called 'check mandatory questions'. By clicking on this the eTendering system will check that an Applicant Organisation 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.
- 3.9 When Applicant Organisations submit their Tender for the first time they will receive an automated message that their 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.
- 3.10 The Deadline for submitting completed Tenders is **12 noon on 10 June 2016**. Tenders submitted after the Deadline will not be accepted. It is the Applicant Organisation's absolute responsibility to ensure that the LAA receives its Tender before the Deadline.

SECTION 4: COMPLETION OF THE TENDER

- 4.1 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex A.
- 4.2 In accordance with paragraph 8.35 of this IFA if the Applicant Organisation's Tender has been assessed as successful and it subsequently changes its status or any material element of its Tender after the Deadline and before the Contract Start Date, the Applicant Organisation must inform the LAA. Changes that render the Tender non-compliant will result in the LAA rejecting the Tender.
- 4.3 Applicant Organisations must respond to a series of questions covering the following areas:
- Applicant Organisation and contact details (Section A)
 - Grounds for mandatory exclusion (Section B)
 - Grounds for discretionary exclusion (Section C)
 - Tender Information (Section D)
 - Declarations (Section E)

Sections A - D

- 4.4 For each question the Applicant Organisation will be presented with either a free text box or a series of drop down options from which to select a response. Section A is a non-assessed section requesting the Applicant Organisation's details and contact details.
- 4.5 Applicant Organisations should note that any Tenders containing an answer to question B1 which is assessed by LAA as a "fail" will result in the automatic rejection of the Tender. There is no opportunity for the Applicant Organisation to present any exceptional circumstances where a requirement in question B1 is not met. Where a requirement in questions B2 and/or B3 is not met this will ordinarily result in the rejection of the Tender, however an opportunity to provide details of any exceptional circumstances is provided which will be considered by the LAA. Where an Applicant Organisation is unable to answer "no" to confirm that it meets the requirements in

questions B2 and/or B3, the LAA will have sole discretion to determine whether or not the Applicant Organisation will be assessed as passing those questions

- 4.6 In response to questions in Section C an opportunity is provided by means of a series of free text boxes for an Applicant Organisation to give further details of any exceptional circumstances. This will enable the LAA to consider where an Applicant Organisation is not able to meet a requirement outright and whether the LAA should exercise discretion to allow the application to proceed.
- 4.7 Where the opportunity to provide details of exceptional circumstances is given, specific information in response to supplemental questions is requested. Applicant Organisations must be explicit and comprehensive in responding to these questions as where exceptional circumstances apply this will be the single source of information, subject to paragraph 6.2, which we will use to decide whether or not exceptional circumstances apply.
- 4.8 Applicant Organisations may not use exceptional circumstances as an opportunity to provide other supplementary information in support of their Tender. Any information provided that is not relevant to the particular Criterion and explanation of exceptional circumstances will not be considered.
- 4.9 Applicant Organisations must provide details at Section D of the Office/s from which Welfare Benefits services will be delivered.

Section E - Declarations

- 4.10 The Compliance Officer for Legal Practice (COLP) or, where regulated by the Bar Standard Board, the Head of Legal Practice for all Applicant Organisations must confirm that the information provided is accurate, that they understand the information provided will be used to assess suitability to hold a Contract and that they understand the LAA may reject their Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. The precise wording of the Declaration is contained at Annex A.
- 4.11 If an Applicant Organisation is assessed as failing any question in their Tender it will be unsuccessful.

SECTION 5: WHAT IF APPLICANT ORGANISATIONS HAVE QUESTIONS ABOUT THIS IFA OR PROCUREMENT PROCESS?

- 5.1 If an Applicant Organisation has a question to which they cannot find a response in this document or guidance provided in the eTendering system about the procurement process, it will be able to direct questions through two different channels depending on the nature of the query. The two different question types are:
 - questions about the content of this IFA; and
 - technical questions about how to operate the eTendering system.

Questions about this IFA

- 5.2 If an Applicant Organisation has any questions about the content of this IFA, it may submit them up until **12 noon on 24 May 2016** (note this is referred to in the eTendering system as the 'End date for supplier clarification messages') through the eTendering system.
- 5.3 All questions must be submitted using the online secure eTendering system message boards.
- 5.4 Applicant Organisations should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest will be collated and answered centrally in writing to ensure that all interested parties have equal access to information. Questions and answers will be published on the tender pages of our website (Legal-aid > Contracts and Tenders > Tenders > Welfare benefits tender in the 'Procurement process for Welfare Benefits Aid Services from 1 November 2016 Frequently Asked Questions (FAQ)'. An Applicant Organisation that objects to publication should expressly state this and the LAA will consider this.
- 5.5 If the LAA considers that questions of a wider interest have been submitted it will aim to publish an FAQ document on **1 June 2016**.

Technical questions about how to operate the eTendering system

- 5.6 There is a helpdesk to provide technical support to Applicant Organisations using the eTendering system. However, the helpdesk is **unable** to assist with problems with Applicant Organisations' own computer hardware or systems - for these types of issues Applicant Organisations should contact their usual IT support.
- 5.7 Questions should be emailed to the following email address: help@bravosolution.cov.uk. Alternatively, the telephone number for the helpdesk is 0800 3684850 lines are open from 9am to 6pm Monday to Friday).
- 5.8 The LAA recommend that Applicant Organisations start to complete their Tender early so that they identify any areas where 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.

SECTION 6: WHAT HAPPENS AFTER A TENDER IS SUBMITTED?

- 6.1 Subject to 6.2 below, the LAA will assess Tenders on the basis of information submitted by the Applicant Organisation in its Tender. Tenders will be assessed on a pass or fail basis.
- 6.2 Where Applicant Organisations' Tenders state they do not meet the Criterion in question C.7 the LAA will review its own records. Where the LAA is able to identify through the information it holds that the Applicant Organisation does meet the Criterion it will be assessed as passing. For all other questions in Section C, the LAA's assessment will be solely reliant on information provided by the Applicant Organisation.
- 6.3 Applicant Organisations who are assessed as passing all requirements will be offered a Welfare Benefits Contract, subject to verification.

- 6.4 All Applicant Organisations will be notified of the outcome of their Tenders through the eTendering message board.

Applicant Organisations whose Tender for a Welfare Benefits Contract is unsuccessful

- 6.5 Notifications to Applicant Organisations who have been unsuccessful in their Tender for a Welfare Benefits Contract will include reasons for why their Tender has been assessed as unsuccessful.
- 6.6 The right of appeal is set out at paragraphs 8.39 to 8.44 of this IFA.

SECTION 7: VERIFICATION OF TENDERS

- 7.1 All successful Applicant Organisations will be required to verify their Tender at least one month prior to the Contract Start Date. Requests for verification will be sent to Applicant Organisations at the same time they are notified of the outcome of their Tender (currently expected to be in July 2016).
- 7.2 Responses to verification will be required by 30 September 2016 (one month before the Contract Start Date). Where responses to verification are received later than 30 September 2016 the LAA cannot guarantee to issue contract documentation by the Contract Start Date.
- 7.3 Where no response is received to a verification request by the Contract Start Date or information is provided but is incomplete the contract offer will be withdrawn.
- 7.4 Set out below is a breakdown of the information we will request from Applicant Organisations to verify Contract offers:

| What will we verify | What evidence will require from the Applicant Organisation | In what circumstances the evidence would be requested |
|---|---|--|
| Applicant Organisation has at least a Part Time Presence in the Procurement Area(s) | Office address(es) and postcode(s) | Where the Applicant Organisation stated in its Tender that its Office(s) in the Procurement Area was not yet operational |
| Applicant Organisation holds a Relevant Quality Standard | Current Certificate for the Relevant Quality Standard | For all Applicant Organisations |
| Applicant Organisation Employs a Supervisor that meets the Welfare Benefits Supervisor Standard | Compliant Supervisor Declaration Form(s) | For all Applicant Organisations |
| Applicant Organisations with limited liabilities have | Compliant Indemnity Form | Compliant Indemnity Forms must be provided |

| | | |
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| provided appropriate indemnities | | unless the Applicant Organisation is a registered charity |
| Applicant Organisation Employs an Authorised Litigator | Name and Roll number of the Authorised Litigator | For all Applicant Organisations |

- 7.5 The LAA may at its sole discretion seek to verify additional information contained in the Applicant Organisation's Tender. Any such additional information must be provided by the date specified at the time of the LAA's request.
- 7.6 Where Applicant Organisations are opening an Office to deliver the Contract Work tendered for, in addition to confirming the Office address as part of verification, they will be sent an AC1 form to complete so the new Office can be allocated an LAA Account Number and set up on the LAA systems. Applicant Organisations cannot be issued with contract documentation or be able to start, or be paid for, work under the contract until a completed AC1 form has been received.

Issuing of contract documentation

- 7.7 Where the LAA is able to satisfactorily verify an Applicant Organisation's Tender in accordance with the above process, they will be notified that their contract documentation is available to view and execute online.
- 7.8 Contract documentation will be issued and executed electronically in the LAA's Controlled Work and Administration ("CWA") system. Successful Applicant Organisation(s) will need to access this system to execute the Contract documents by clicking the "Accept Contract" button within the system. By doing this, a successful Applicant Organisation agrees to be bound by the terms of the Contract for Signature and corresponding Schedule(s), the Standard Terms and the other documents which are attached to the Contract.
- 7.9 In order to execute their Contract an Applicant Organisation must have been set up on the LAA systems and issued with an LAA Account Number for each relevant Office. Therefore, Applicant Organisations with new Offices must ensure that they complete and return their AC1 and supporting documentation in time to allow this to happen. The AC1 form and supporting documentation should be returned as soon as possible.
- 7.10 In addition, an Applicant Organisation must have set up the requisite number of designated signatories on CWA before they can execute their Contract. Guidance on how to do this will be provided with the verification request.
- 7.11 By submitting a Tender the Applicant Organisation acknowledges that the LAA will not allow amendments to any Contract offered or enter into any negotiation concerning its terms.

SECTION 8: GENERAL RULES OF THIS PROCUREMENT PROCESS

Introduction

- 8.1 This procurement process is governed by this IFA which represents a complete statement of the rules of the procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral. References to 'Tender' include as applicable all or any submission forming part of a Tender.
- 8.2 For the purposes of this procurement process, the 'Legal services' are classified as Social and Other Specific Services to which The Public Contracts Regulations 2015 (the "Regulations") only apply in part. The value of legal services being procured within this process is below the applicable EU threshold. The LAA is not bound by the Regulations except those which apply to below threshold procurements. For the avoidance of doubt, Chapters 2 and 3 of Part 2 of the Regulations apply only to the extent detailed in this IFA.
- 8.3 This IFA and any supplementary documents issued as part of this procurement process (including the ITTs) are governed and construed in accordance with English Law.

Canvassing

- 8.4 The Applicant Organisation (including its employees and agents) must not, whether directly or indirectly:
- (a) canvass, or attempt to obtain any information from, any Ministers, officers, employees, agents or advisers of the LAA in connection with this procurement process; or
 - (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

Collusion

- 8.5 The Applicant Organisation 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 Organisation'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 Organisation's Tender;
 - (c) Entering in to any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
 - (d) Sharing, permitting or disclosing access to any information relating to its Tender.

Submitting a Tender

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

- 8.7 The Applicant Organisation must submit a complete Tender (in accordance with paragraph 8.10) by the Deadline. For the purposes of the Deadline, the time specified on the eTendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant Organisation after the Deadline. The LAA will not consider:
- (a) any requests by the Applicant Organisation to amend or submit the Tender after the Deadline; or,
 - (b) any requests by the Applicant Organisation for an extension of the time or date fixed for the submission of the Tender.

The Applicant Organisation accepts all responsibility for ensuring all parts of its Tender are submitted through the eTendering system by the Deadline.

- 8.8 The Applicant Organisation must submit a complete Tender (in accordance with paragraph 8.10) using the eTendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant Organisation in any other form, or by any other method.
- 8.9 A Tender must be authorised by the Applicant Organisation's Compliance Officer or proposed Compliance Officer for Legal Practice.
- 8.10 The Applicant Organisation must submit a complete Tender prior to the Deadline. To be considered, the Applicant Organisation 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.
- 8.11 The Applicant Organisation may amend and re-submit its Tender at any time up to the Deadline. Only the latest Tender submitted by an Applicant Organisation prior to the Deadline will be considered by the LAA.
- 8.12 The Applicant Organisation must ensure that its Tender is fully and accurately completed. The Applicant Organisation 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.
- 8.13 The Applicant Organisation will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 8.14 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 Organisation. For the avoidance of doubt, in these circumstances, the LAA will not contact the Applicant Organisation.
- 8.15 Applicant Organisations wishing to provide the Services within Wales 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.

- 8.16 The Applicant Organisation, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the eTendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant Organisation are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all of the Services under each Category of Law it has submitted a Tender for.
- 8.17 The Applicant Organisation must keep any Tender valid and capable of acceptance by LAA up to the Contract Start Date.
- 8.18 By submitting a Tender the Applicant Organisation agrees to be bound by the Contract without further negotiation or amendment.
- 8.19 In submitting its Tender, the Applicant Organisation 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 Organisation as setting any precedent for the LAA's conduct in respect of this procurement process.
- 8.20 The Applicant Organisation must monitor and respond as appropriate to messages received through the eTendering system throughout this procurement process and the LAA accepts no liability where the Applicant Organisation fails to do so. All communication with Applicant Organisations through the eTendering system, including that outlined in 8.23 will be deemed to have been received by the Applicant Organisation at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.
- 8.21 Any Frequently Asked Questions published on the LAA website in accordance with section 5 of this IFA will form part of the documentation for this procurement process. Applicant Organisations should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.
- 8.22 Without prejudice to any warranties given, these General Rules of the Procurement Process do not form a separate collateral contract between the Applicant Organisation and the LAA. The relevant parts of the Applicant Organisation's Tender may form part of any Contract subsequently awarded.

Right to Cancel or Amend the Procurement Process

- 8.23 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be notified to individual Application Organisations through a message on the eTendering system.
- 8.24 A Tender submitted by an Applicant Organisation, which does not comply with any amendments made in accordance with 8.23 before the Deadline will be rejected.

- 8.25 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.
- 8.26 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.
- 8.27 All information supplied by the LAA to the Applicant Organisation, including that within the IFA, is subject to that Applicant Organisation's own due diligence. The LAA accepts no liability to the Applicant Organisation whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.
- 8.28 Without prejudice to any warranties given, these General Rules of the Procurement Process do not form a separate collateral contract between the Applicant Organisation and the LAA. The relevant parts of the Applicant Organisation's Tender may form part of any Contract subsequently awarded.

Right to Clarify / Verify

- 8.29 The LAA may at its sole discretion seek to clarify or verify the Applicant Organisation's Tender. In these circumstances, the LAA will not take into account any information provided that would result in an improvement to the Applicant Organisation's Tender.
- 8.30 Where the LAA contacts the Applicant Organisation in circumstances outlined in 8.29, the Applicant Organisation must provide the information requested by the date specified by the LAA. Any information provided by the Applicant Organisation after the specified date will not be taken into account by the LAA when evaluating the Applicant Organisation's Tender.
- 8.31 The ITTs request some non-assessed information that the LAA requires to be able to manage the existing Provider base and progress the issuing of Contract documentation. Where any of this non-assessed information is not provided or is inaccurate in the Tender, the LAA may contact the Applicant Organisation for these details. If the Applicant Organisation fails to provide the accurate information requested this will not result in a Tender being unsuccessful. However, this may delay the issuing of the LAA Contract documentation to an Applicant Organisation who has been successful, which may prevent the Applicant Organisation from commencing and being paid for Services carried out under the Contract.

Right to Exclude

- 8.32 If the LAA receives information to suggest that any aspect of the Applicant Organisation'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 Organisation must assist with any such enquiries.
- 8.33 The LAA reserves the right at its absolute discretion to disqualify from the procurement process any Applicant Organisation for submitting (regardless of whether done intentionally or not):

- (i) false information; and/or
- (ii) information which misrepresents the Applicant Organisation's actual position; and/or
- (iii) misleading information.

8.34 If the LAA reasonably believes that the Applicant Organisation has colluded with another person in any way that breaches paragraph 8.5, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant Organisation from any further involvement in this procurement process.

Award

8.35 If there is a change in circumstances that results in a material change to the Applicant Organisation's submitted Tender, the Applicant Organisation must inform the LAA through the eTendering system. In such circumstances, the LAA will conduct a re-assessment of the Tender. If upon re-assessment, the Applicant Organisation's Tender is deemed to be unsuccessful or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a Contract. Failure to notify the LAA of a material change may result in disqualification from the procurement process.

8.36 The LAA reserves the right, prior to any execution of a Contract, to carry out further due diligence checks. Where, as part of any due diligence, an Applicant Organisation is found not to comply with any material elements of its Tender, the LAA will not proceed with any decision made to award a Contract.

8.37 The LAA reserves the right to place additional contractual conditions on the award of a Contract to an individual Applicant Organisation.

8.38 The award of a Contract does not guarantee any minimum amount of work.

Appeal

8.39 The Applicant Organisation's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the Tender (subject to paragraph 8.25), considers that the LAA has made an error in its assessment of the Applicant Organisation's Tender. There is no other right of appeal, including, for example, in respect of any mistakes, inaccuracies or errors made by the Applicant Organisation 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.

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

8.41 Appeals must be submitted on the appeals pro forma via the designated email 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.

8.42 The LAA's Principal Legal Advisor (or the Principal Legal Advisor 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.

- 8.43 The Applicant Organisation 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.
- 8.44 In the event that an action brought under the Public Contracts Regulations 2015 is successful, the LAA reserves the right to offer as a remedy a re-assessment of the original Tender in accordance with the rules of this IFA. Where the original Tender is re-assessed as successful, the Applicant Organisation will be awarded a Contract for the applicable services. For the avoidance of doubt, the prior award of a Contract to any other Applicant Organisation(s) under this procurement process will not affect the availability of this remedy.

Confidentiality, Data Protection & Freedom of Information

- 8.45 The LAA may share any information contained in an Applicant Organisation's Tender with the provider of the eTendering system for the purposes of administering the procurement process.
- 8.46 The Applicant Organisation 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 Organisation 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 Organisation 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 Organisation 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 Organisation 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 Organisation and its Key Personnel during the course of the procurement process.
- 8.50 By submitting a Tender an Applicant Organisation 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 contract management of any Contract subsequently awarded.
- 8.51 The Applicant Organisation 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 Organisation 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 Organisation 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, Applicant Organisations 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

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or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, or email: psi@nationalarchives.gsi.gov.uk.
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ANNEX A: TENDER QUESTIONS AND ASSESSMENT

Section A – organisation and contact details

| No. | Question | Response options and assessment |
|-------|--|---------------------------------|
| A.1. | Full name of Applicant Organisation | Free Text |
| A.2. | Applicant Organisation's head/main Office address Where the Applicant Organisation does not yet have an Office please enter 'N/A' Additional offices addresses will be collected later in this process | Free Text |
| A.3. | Postcode of the head/main Office address Where the Applicant Organisation does not yet have an Office please enter 'N/A' | Free Text |
| A.4 | LAA Account Number for this Office Please note; LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B Where the Applicant Organisation does not yet have an LAA Account Number please enter 'N/A' | |
| A.5 | Company or charity registration number If this does not apply to the Applicant Organisation please answer 'N/A'. | Free Text |
| A.6. | VAT registration number If this does not apply to the Applicant Organisation please answer 'N/A'. | Free Text |
| A.7.i | Predecessor bodies – has your Applicant Organisation been subject to any change to its status in the three years preceding the date of your Tender submission? This may include (but is not limited to) merger, | Options list: i) Yes |

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| | novation, de-merger or change in legal status such as becoming a limited liability partnership. | ii) No |
| A.7.ii | If you answered 'Yes' to question A.7.i, please provide details of all status changes in this time period. | Free Text |
| A.8. | <p>Parent companies – please list any organisation which owns more than 50 percent of the voting shares of the Applicant Organisation or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders)</p> <p>If the Applicant Organisation does not have any parent companies please answer 'N/A'.</p> | Free Text |
| A.9.i | <p>Type of entity at Contract Start Date (this may not be the same as currently)</p> <p>This information will be used to determine whether the Applicant Organisation has limited liability and will be required to submit an indemnity form. If you are required to submit an indemnity form, we will ask for this at verification stage.</p> | <p>Options list:</p> <ul style="list-style-type: none"> i) a public limited company ii) a limited company iii) a limited liability partnership iv) partnership v) sole trader vi) registered charity vii) other |
| A.9.ii | Will the Applicant Organisation be delivering the Welfare Benefits Services as an Alternative Business Structure? | <p>Options list:</p> <ul style="list-style-type: none"> i) Yes ii) No |

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| A.10 | Contact details for the purposes of this Tender - Contact Name | Free Text |
| A.11 | Contact address and postcode | Free Text |
| A.12 | Contact email address | Free Text |
| A.13 | Contact telephone number | Free Text |

Section B – grounds for mandatory exclusion

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| | <p>You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).</p> <p>If you have answered “yes” to question B.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details at in the free text box to the supplementary question B.2 (a) - (e).</p> <p>If you have answered “yes” to question B.3 on an Occasion of Non Compliance (“OONC”) you may still avoid exclusion if you are able to demonstrate mitigating circumstances which the LAA deems to be satisfactory. If your organisation is in that position please provide details at in the free text box to the supplementary question B.3 (a) - (e).</p> <p>Applicant Organisations that fail to provide the required information will be excluded. Applicant Organisations must be explicit and comprehensive in responding to these questions as, subject to paragraph 6.1 of the IFA, this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the Tender) apply.</p> | |
| B.1(a) | Within the past five years, has your organisation or any member of your organisation’s Key Personnel been convicted of any of the following offences? | |

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| | <p>(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;</p> <p>(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;</p> <p>(c) the common law offence of bribery;</p> <p>(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;</p> | <p>Yes (Fail)</p> <p>No (Pass)</p> |
| B.1(b) | <p>Within the past five years, has your organisation or any member of your organisation's Key Personnel been convicted of any of the following offences where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:</p> <p>(i) the offence of cheating the Revenue;</p> <p>(ii) the offence of conspiracy to defraud;</p> <p>(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;</p> <p>(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;</p> <p>(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;</p> <p>(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;</p> <p>(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft</p> | |

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| | <p>Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;</p> <p>(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or</p> <p>(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;</p> | |
| B.1(c) | <p>Within the past five years, has your organisation or any member of your organisation's Key Personnel been convicted of any of the following offences?</p> <p>(a) any offence listed—</p> <p style="padding-left: 40px;">(i) in section 41 of the Counter Terrorism Act 2008; or</p> <p style="padding-left: 40px;">(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;</p> <p>(b) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);</p> <p>(c) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;</p> <p>(d) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;</p> <p>(e) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;</p> <p>(f) an offence under section 59A of the Sexual Offences Act 2003;</p> <p>(g) an offence under section 71 of the Coroners and Justice Act 2009</p> | <p>Yes (Fail)</p> <p>No (Pass)</p> |

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| | <p>(h) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or</p> <p>(i) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—</p> <p style="padding-left: 40px;">(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or</p> <p style="padding-left: 40px;">(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland</p> <p>(j) an offence under section 1, 2 or 4 of the Modern Slavery Act 2015</p> | |
| B.2 | <p>Within the past five years has your organisation or any of your Key Personnel been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>Please note that if your organisation is a new organisation which does not yet have obligations relating to payment of social security and taxes, you should still answer the question above in relation to your Key Personnel.</p> | <p>Yes (Fail, subject to information in B.2(a) – (e))</p> <p>No (Pass)</p> |
| | If you have answered “Yes” to question B.2, you must give details by answering questions B.2(a) – (e) below. | |
| B.2(a) | If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your organisation please enter “Relates to Applicant Organisation” | Free Text |
| B.2(b) | Please explain what the obligation(s) was which your organisation or any of your Key Personnel has failed to meet, including the name of the social security contribution or tax | Free Text |
| B.2(c) | Please give the value of unmet obligation(s) | Free Text |
| B.2(d) | Please confirm the percentage value of the unmet obligation(s) of your annual turnover | Free Text |

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| B.2(e) | Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable, any accrued interest and/or fines (e.g. an agreed repayment plan). Please also include the date by which the amount(s) will be repaid. If no agreement is in place, please write "No agreement" | Free Text |
| B.3 | From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012 <ul style="list-style-type: none"> • Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; • Been found to be incorrect as a result of: <ul style="list-style-type: none"> ○ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the Halifax Abuse Principle; or ○ A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the Halifax Abuse Principle; or ○ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. | Yes (Fail, subject to information in B3(a) – (e) No (Pass) |
| | If you have answered "Yes" to question B.3, you must give details by answering questions B.3(a) – (e) below. | |
| B.3(a) | Please provide a brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the Halifax Abuse Principle etc. | Free Text Box |
| B.3(b) | Where the Occasion Of Non-Compliance (OONC) relates to a DOTAS, the number of the relevant scheme. | Free Text Box |
| B.3(c) | Please provide the date of the original "non-compliance" and the date of any judgement against the Applicant Organisation, or date when the return was amended. | Free Text Box |
| B.3(d) | Please provide details of the level of any penalty or criminal conviction applied. | Free Text Box |

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| B.3(e) | Please provide details of any mitigating factors, including but not limited to: <ul style="list-style-type: none"> o Corrective action undertaken by the Applicant Organisation to date o Planned corrective action to be taken. o Changes in personnel or ownership since the occasion. o Changes in financial, accounting, audit or management procedures since the occasion. | Free Text Box |
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Section C – Grounds for discretionary exclusion

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

In the event that an Applicant Organisation submits a response designated as ‘discretionary fail’ to any of the following questions, it must provide information in the free text box to the supplementary question provided, outlining the circumstances including exceptional circumstances that you wish LAA to consider in assessing the response. If there is more than one incident, the Applicant Organisation must give the information about each incident. Applicant Organisations that fail to provide the required information will be excluded. Applicant Organisations must be explicit and comprehensive in responding to these questions as, subject to paragraph 6.1 of the IFA, this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in LAA deciding not to reject the Tender) apply.

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| | Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation or any of your organisation’s Key Personnel: | |
| C.1 | your organisation or any of your organisation’s Key Personnel has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international | Yes (discretionary fail) No (pass) |

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| | environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; | |
| | Exceptional circumstances – if you have answered “yes” to question C.1, you must give details by answering questions C.1(a) to (d) below. | |
| C.1(a) | Please give details about the nature of the event(s) leading to this violation | Free Text |
| C.1(b) | Please give details about the nature of the violation and any sanction applied | Free Text |
| C.1(c) | Please give the date when the violation occurred | Free Text |
| C.1(d) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a violation of obligations in the fields of environmental, social and labour laws | Free Text |
| C.2 | your organisation or any of its Key Personnel is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “yes” to question C.2, you must give details by answering questions C.2(a) to (d) below. | |
| C.2(a) | Please give the name and position of the person(s) involved. | Free Text |
| C.2(b) | Please give the date when the event(s) occurred | Free Text |
| C.2(c) | Please give details about the situation, including the amount of money involved | Free Text |
| C.2(d) | Please give details about any measures you have taken to ensure that the situation is resolved and confirm the current position on repayments including the date by which the amount will be repaid. | Free Text |
| C.3 | your organisation, any of its Key Personnel or any of its former Key Personnel is guilty of grave professional misconduct, which renders its integrity questionable; | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “yes” to question C.3, you must give details by answering questions C.3(a) to (e) below. | Free Text Box |

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| C.3(a) | If you have answered “yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your organisation please enter “Relates to Applicant Organisation” | Free Text |
| C.3(b) | Please give the date when the event(s) occurred | Free Text |
| C.3(c) | Please tell us the nature of the event(s) leading to the finding of grave professional misconduct | Free Text |
| C.3(d) | Please give: <ul style="list-style-type: none"> • the date that the finding of grave professional misconduct was found; • detail of any sanction applied; and • which body made the finding of guilt | Free Text |
| C.3(e) | Please give details about any measures you have taken to ensure that there is no repeat of the circumstances leading to grave professional misconduct. | Free Text |
| C.4 | your organisation or any of its Key Personnel has entered into agreements with other economic operators aimed at distorting competition; | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “yes” to question C.4, you must give details by answering questions C.4(a) to (d) below. | |
| C.4(a) | If you have answered “yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your organisation please enter “Relates to Applicant Organisation” | Free Text |
| C.4(b) | Please give the date when the event(s) occurred | Free Text |
| C.4(c) | Please tell us the nature of the event(s) leading to an agreement with other market operators aimed at distorting competition | Free Text |
| C.4(d) | Please give details about any measures you have taken to ensure that there is no repeat of the circumstances leading to the distortion of competition. | Free Text |

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| C.5 | your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “yes” to question C.5, you must give details by answering question C.5(a) below. | Free Text Box |
| C.5(a) | Please tell us the nature of the conflict, including how this might be perceived to compromise your organisation’s impartiality and independence in the context of the procurement procedure the context of the procurement procedure | Free Text |
| C.6 | your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract (other than with the LAA or its predecessor), a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; You must also answer “yes” to this question if any of your Key Personnel worked as Key Personnel at another organisation that has had a contract terminated (other than by the LAA or its predecessor) within the last three years. | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “Yes” to question C.6, you must give details by answering questions C6(a) - (h) below. | |
| C.6(a) | Please give the name of the organisation with whom this contract was held | Free Text |
| C.6(b) | Please give the date on which this contract commenced | Free Text |
| C.6(c) | Please give the value of the contract and the time period for which the full contract was due to run | Free Text |
| C.6(d) | Please tell us the nature of the sanction that was applied | |
| C.6(e) | Please give the date when the early termination/ damages/ comparable sanction took effect | Free Text |
| C.6(f) | If you have answered “Yes” in relation to Key Personnel working at a previous organisation please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to | Free Text |

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| | terminate relates. If the termination/notice to terminate relates to your current organisation please answer "Relates to Applicant Organisation" | |
| C.6(g) | Please tell us the reason for the early termination/ damages/ comparable sanction | Free Text |
| C.6(h) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/ damages/ comparable sanction | Free Text |
| C.7 | <p>your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a contract <u>with the LAA or its predecessor (not limited to civil contracts)</u>, which led to early termination of that contract (in whole or in part), a notice to terminate, damages or other comparable sanctions.</p> <p>You must also answer “yes” to this question if any of your Key Personnel worked as Key Personnel at another organisation who has had a contract with the LAA or its predecessor body terminated in whole or in part within the last three years, or is currently in receipt of a notice to terminate</p> <p>For the avoidance of doubt, do not answer “yes” if the termination was by the LAA in accordance with its “no fault” termination rights.</p> | <p>Yes (discretionary fail)</p> <p>No (Pass)</p> |
| | Exceptional circumstances – if you have answered “Yes” to question C.7, you must give details by answering questions C.7(a) to (f) below. | |
| C.7(a) | <p>Please indicate whether your termination or notice to terminate relates to the whole contract or a particular Category of Law.</p> <p>If the termination relates to a particular Category of Law, please state which.</p> | Free Text |
| C.7(b) | Please give the date when the termination took effect/notice to terminate was received | Free Text |
| C.7(c) | If you have answered “Yes” in relation to Key Personnel working at a previous organisation please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to your current organisation please answer "Relates to Applicant Organisation" | Free Text |
| C.7(d) | Please tell us the reason for the termination/notice to terminate | Free Text |

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| C.7(e) | If you have received a notice to terminate, please tell us what has happened since the notice was received, and what stage you are at in any appeal process | Free Text |
| C.7(f) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination | Free Text |
| C.8 | your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “Yes” to question C.8, you must give details by answering questions C.8(a) - (e) below. | |
| C.8(a) | Please give the name of the contracting authority from whom your organisation withheld / misrepresented information | Free Text |
| C.8(b) | Please tell us the nature of the affected contract(s) | Free Text |
| C.8(c) | Please give the date when the event(s) occurred | Free Text |
| C.8(d) | Please tell us the action taken by the contracting authority as a result of your organisation’s withholding/misrepresenting information | Free Text |
| C.8(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to your organisation misrepresenting/withholding information | Free Text |
| C.9 | your organisation or any of its Key Personnel has undertaken to: (i) unduly influence the decision-making process of the contracting authority, or | Yes (discretionary fail) No (pass) |

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| | (ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or (iii) has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | |
| | Exceptional circumstances – if you have answered “Yes” to question C.9, you must give details by answering questions C.9(a) - (e) below. | |
| C.9(a) | Please give the name of the contracting authority(ies) affected | Free Text |
| C.9(b) | Please tell us the nature of the affected contract(s) | Free Text |
| C.9(c) | Please give the date when the event(s) occurred | Free Text |
| C.9(d) | Please tell us the action taken by the contracting authority as a result of your organisation’s action | Free Text |
| C.9(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/ negligently materially influencing procurements and/or contracting authorities. | Free Text |

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| | Are any of the following currently true of your organisation or any of your Key Personnel: | |
| C.10 | Is any of the following true of your Key Personnel? Being an individual, is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition | Yes (discretionary fail) No (Pass) |

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| | presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state | |
| | Exceptional circumstances – if you have answered “Yes” to question C.10, you must give details by answering questions C.10(a) - (d) below. | |
| C.10a) | Please give the name and position of the person(s) involved. | Free Text |
| C.10(b) | Please give the date when the event(s) occurred | Free Text |
| C.10(c) | Please give details about the situation, including the amount of money involved | Free Text |
| C.10(d) | Please give details about any measures you have taken to ensure that the situation is resolved and confirm the current position on repayments including the date by which the amount will be repaid. | Free Text |
| C.11 | Has the Applicant Organisation or any of your Key Personnel been issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date? | Yes (discretionary fail) No (Pass) |
| | Exceptional circumstances – if you have answered “yes” to question C.11, you must give details by answering questions C.11(a) to (e) below. | |
| C.11(a) | If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your organisation please enter “Relates to Applicant Organisation” | Free Text |
| C.11(b) | Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued | Free Text |
| C.11(c) | Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued | Free Text |
| C.11(d) | Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid. | Free Text |
| C.11(e) | Please give details about any measures you have taken to ensure that similar situations will not arise in the future | Free Text |

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| C.12 | Is your organisation or any of your Key Personnel currently under investigation by their regulatory body or any disciplinary panel? | Yes (discretionary fail) No (Pass) |
| | Exceptional circumstances – if you have answered “Yes” to question C.12, you must give details by answering questions C.12(a) – (c) below. | Free Text |
| C.12(a) | If you have answered “yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your organisation please enter “Relates to Applicant Organisation” | Free Text |
| C.12(b) | Please give details about the nature of the event(s) leading to the investigation | Free Text |
| C.12(c) | Please give the date when the investigation is likely to conclude | Free Text |
| C.13 | Have any of your Key Personnel (irrespective of which organisation they were working for) received any restrictions on their practising certificates imposed by a regulatory body, Relevant Professional Body or Complaints Body within the last five years? | Yes (discretionary fail) No (Pass) |
| | Exceptional circumstances – if you have answered “yes” to question C.13, you must give details by answering questions C.13(a) – (d) below. | |
| C.13(a) | If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. | Free Text |
| C.13(b) | Please give details about the nature of the event(s) leading to the imposition of the restriction(s), including the date when the event(s) occurred | Free Text |
| C.13(c) | Please give details of the nature of any current restrictions on practising certificates | Free Text |
| C.13(d) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of restrictions | Free Text |

Compliance with equality legislation

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| C.14 | In the last three years, has any finding of unlawful discrimination been made against your organisation or your Key Personnel (or any organisation for whom any of your organisation's Key Personnel are or were directors/partners/trustees or persons with power of representation, decisions or control) by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “Yes” to question C.14, you must give details by answering questions C.14(a) - (e) below. | |
| C.14(a) | If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your organisation please enter “Relates to Applicant Organisation” | Free Text |
| C.14(b) | Please give details about the nature of the event(s) leading to these findings | Free Text |
| C.14(c) | Please give details about the nature of the findings themselves | Free Text |
| C.14(d) | Please give the date when the findings were made | Free Text |
| C.14(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to findings of unlawful discrimination | Free Text |
| C.15 | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? | Yes (discretionary fail) No (pass) |

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| | Exceptional circumstances – if you have answered “Yes” to question C.15, you must give details by answering questions C.15(a) - (d) below. | |
| C.15(a) | Please give details about the nature of the event(s) leading to the investigation | Free Text |
| C.15(b) | Please give details about the nature of the upheld complaint | Free Text |
| C.15(c) | Please give the date when the complaint was upheld | Free Text |
| C.15(d) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to findings of unlawful discrimination | Free Text |

Environmental Management

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| C.16 | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “Yes” to question C.16, you must give details by answering questions C.16(a) - (d) below. | |
| C.16(a) | Please give details about the nature of the event(s) leading to the conviction/notice | Free Text |
| C.16(b) | Please give details about the nature of the conviction/notice | Free Text |
| C.16(c) | Please give the date of the the conviction/notice | Free Text |
| C.16(d) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to findings against your organisation in respect of environmental management | Free Text |

Health and Safety

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| C.17 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | Yes (pass) No (discretionary fail) |
| | Exceptional circumstances – if you have answered “No” to question C.17, you must give details by answering questions C.17(a) - (c) below. | |
| C.17(a) | Please give details of why you do not have a compliant policy | Free Text |
| C.17(b) | Please give the date when you will have a compliant policy in place | Free Text |
| C.17(c) | Please give details of how you will ensure you have a compliant policy in place by the date given in answer to question 17(b) | Free Text |
| C.18 | Has your organisation or any of its Key Personnel been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? | Yes (discretionary fail) No (pass) |
| | Exceptional circumstances – if you have answered “Yes” to question C.18, you must give details by answering questions C.18(a) - (e) below. | |
| C.18(a) | If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your organisation please enter “Relates to Applicant Organisation” | Free Text |
| C.18(b) | Please give details about the nature of the event(s) leading to the order(s) | Free Text |
| C.18(c) | Please give details about the nature of the order(s) | Free Text |

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| C.18(d) | Please give the date when the order(s) were made | Free Text |
| C.18(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of enforcement/remedial orders in respect of health and safety | Free Text |

Section D

Tender Information

| | Question | Response Type |
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| | If your organisation has more than one Office from which Welfare Benefits Services will be delivered there will be the opportunity to indicate this. You will then be required to enter the details set out at D1 to D3 for that second Office. You will then be asked to indicate whether you wish to deliver work from another Office and give the details, and so on for up to 3 Offices. | |
| D.1. | Office address from which the Welfare Benefits Services will be delivered Where the Applicant Organisation does not yet have an Office please enter 'N/A' | Free Text |
| D.2. | Postcode of Office address from which the Welfare Benefits Services will be delivered Where the Applicant Organisation does not yet have an Office please enter 'N/A' | Free Text |
| D.3. | LAA Account Number for this office Please note; LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B Where the Applicant Organisation does not yet have an LAA Account Number for this office please enter N/A | Free Text |
| D.4. | Does your Organisation have a second Office address from which Welfare Benefits Services will be delivered? | |

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| Note | Where the Applicant Organisation indicates they will deliver Welfare Benefit Services from a second Office, they will then be required to enter the details set out at D.4.a.i to D.4.a.iii for that second Office. They will then be asked to indicate whether they will deliver Welfare Benefits Services from a third Office and provide details. | |
| NOTE | <p>By continuing to complete and by submitting this Tender the Applicant Organisation confirms that it is tendering to deliver Welfare Benefits Services from an Office which is located the North and/or the South West and Wales Procurement Area and which at least meets the definition of a Part Time Presence and that by the Contract Start Date it will:</p> <p>i) Employ at least one Supervisor who meets the Welfare Benefits Supervisor Standard as set out in the Contract and who, for at least 17.5 hours per week, will actively supervise the Welfare Benefits Services; and</p> <p>ii) Employ at least one Full Time Equivalent (FTE) Supervisor (who meets the Supervisor Standard in the Welfare Benefits Category of Law and will actively supervise the Services) for every four FTE Caseworkers at this Office; and</p> <p>iii) Have access to an Authorised Litigator to conduct Licensed Work for clients where it is necessary to progress their Matter; and</p> <p>iv) Hold a Relevant Quality Standard; and</p> <p>v) Be able to offer Remote Advice to those clients who want to access Welfare Benefits services remotely in addition to face to face Welfare Benefits Specialist Legal Advice.</p> | |

Section E - Declaration

I give my undertaking that I am or intend to be the Applicant Organisation's Compliance Officer for Legal Practice (COLP) or, where authorised by the Bar Standard Board, the Head of Legal Practice and so authorised to make this submission on behalf of the Applicant Organisation 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 Organisation's suitability to be offered a 2016 Standard Civil Contract (Welfare Benefits). 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.

| | Question | Response Type |
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| E.1. | Name of person completing this Tender | Free Text |
| E.2. | Position in the Applicant Organisation | Free Text |
| E.3. | Name of COLP making declaration on behalf of the Applicant Organisation | Free Text |

ANNEX B: GLOSSARY OF DEFINED TERMS

| Defined Term | Definition |
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| Alternative Business Structure | <p>A firm where a non-lawyer:</p> <ul style="list-style-type: none"> • is a manager of the firm, or • has an ownership-type interest in the firm <p>A firm may also be an Alternative Business Structure where another body:</p> <ul style="list-style-type: none"> • is a manager of the firm, or • has an ownership-type interest in the firm <p>and at least 10 per cent of that body is controlled by non-lawyers.</p> <p>A non-lawyer is a person who is not authorised under the Legal Services Act 2007 to carry out reserved legal activities</p> |
| Applicant Organisation | A single legal entity tendering to deliver the advertised services |
| Authorised Litigator | As defined in the 2016 Standard Civil Contract (Welfare Benefits) Specification |
| Caseworker | As defined at Paragraph 2.26 of the 2016 Standard Civil Contract (Welfare Benefits). |
| Category of Law or Categories of Law | The category or categories of law which are publicly funded legal services (definition includes “Category”) and as more specifically defined in the 2016 Standard Civil Contract (Welfare Benefits) |
| Complaints Body | A body which handles complaints in relation to your professional or service activities, including ombudsmen |
| Contract Work | Services to be delivered under a legal aid contract |
| Contract Start Date | 1 November 2016 |
| Controlled Work | As defined in regulation 21 of the Civil Legal Aid Procedure Regulations 2012 |
| Criteria | Requirements you must meet to be awarded a 2016 Standard Civil Contract (Welfare Benefits) as set out in the ITT and replicated in Annex A of this IFA |
| Deadline | The deadline for submitting a Tender to this procurement process (12 noon on 10 June 2016) |
| DOTAS | The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of |

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| | any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992. |
| Employee | An individual engaged by you who: (a) is a director, member or partner of your organisation; or (b) who holds a contract of employment/contract of service with you; and who you acknowledge has employment rights including but not limited to the right to claim unfair dismissal and statutory redundancy payments and who is fully integrated into your organisation, is under the control of your organisation and mutuality of obligation is present. For the avoidance of doubt, individuals who are self-employed, independent contractors or hold a contract for services do not meet this definition. "Employ" and "Employed" shall be construed accordingly. |
| Full Time Equivalent | Based on the number of hours per week that personnel will be Employed to undertake the Contract Work tendered for. It is calculated on the basis of a full time equivalent working at least 35 hours per week. |
| General Anti-Abuse Rule | (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions. |
| Halifax Abuse Principle | The principle explained in the CJEU Case C-255/02 Halifax and others. (An ECJ case which ruled that arrangements entered into (for the supply of goods or services) with the essential aim of reducing a company's liability to VAT may be disregarded as an abuse of the rights conferred by the VAT rules themselves. In such cases, the VAT liability is to be recalculated on the basis of the arrangements that the national courts decide should have prevailed, absent the |

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| | transactions constituting the abusive practice). |
| Information For Applicants (IFA) | This Information for Applicants (in its entirety) |
| Invitation to Tender (ITT) | The stage of this tender process for Welfare Benefits Services containing service specific quality criteria for the applicable Procurement Area(s) |
| Key Personnel | Any person who has or is held out as having either expressly or impliedly, (or will have by the start date of the Contract) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers and who are employed by the Applicant Organisation |
| LAA Account Number | The unique reference assigned to each provider Office from which criminal legal aid work is undertaken |
| Licensed Work | As defined in regulation 29(2) of the Civil Legal Aid (Procedure) Regulations 2012 |
| Matter | A Controlled Work Matter governed by the Welfare Benefits Contract |
| Matter Start | The authority to start a Controlled Work case for a client in accordance with the rules set out in the 2016 Standard Civil Contract (Welfare Benefits) |
| Occasion of Tax Non-Compliance | <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion</p> |

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| Office | As set out in the 2016 Standard Civil Contract (Welfare Benefits) Specification requirement at paragraphs 2.32 to 2.36 and which meets the definition of a Part time or Permanent Presence and as more specifically defined in the 2016 Civil Contract (Welfare Benefits) |
| Part Time Presence | As defined in the 2016 Standard Civil Contract (Welfare Benefits) Specification requirement at paragraphs 2.35 to 2.36. |
| Permanent Presence | As defined in the 2016 Standard Civil Contract (Welfare Benefits) Specification requirement at paragraphs 2.33 to 2.34. |
| Peer Review | Quality assurance process whereby a Provider's work is assessed by its peers. Further information can be found at: http://www.gov.uk/guidance/legal-aid-agency-audits#peer-review |
| Procurement Area | A geographical area within which the LAA will procure services. |
| Provider | A party (except the LAA) to a contract with us in respect of the provision of legal aid; |
| 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 |
| Relevant Quality Standard | Either the LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard |
| Remote Advice | As defined in the 2016 Standard Civil Contract (Welfare Benefits) Specification |
| Schedule | A contract document issued by us as specified in the 2016 Standard Civil Contract (Welfare Benefits) |
| Services/Welfare Benefits Services | The Welfare Benefits Services being tendered for as part of this procurement process. |
| Specialist Legal Advice | Giving legal advice where you are taking action on behalf of the clients in order to move the case forward, with the adviser taking responsibility for further action. This includes negotiation and representing the client to third parties on the telephone, by letter or face to face. This also includes providing litigation and advocacy services. It does not include triage or initial general advice. |
| Supervisor | An individual meeting the requisite Supervisor Standard. The Welfare Benefits Supervisor Standard is set out at 2.10– 2.27 |

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| | Standard Civil Contract (Welfare Benefits) Specification |
| Supervisor Declaration Form | A form, completed by you evidencing an individual's compliance as a Supervisor. |
| Tender | An Applicant Organisation's response to this procurement process |
| Upper Tribunal | The Upper Tribunal Administrative Appeals Chamber (UT(ACC)) |
| Welfare Benefits | Work within the Scope of the Welfare Benefits Category of Law |