



Invitation To Tender: Information For Applicants (IFA)

Invitation To Tender to deliver face to face Mediation Services in England and Wales from 1 February 2015

The Legal Aid Agency (LAA) is inviting Applicant Organisations to respond to this Invitation to Tender (ITT) for Contracts to deliver Mediation Services from 1 February 2015. Responses to the ITT must be submitted through the eTendering system <https://legalaid.bravosolution.co.uk/web/login.shtml>

The process is being undertaken as a single stage and Applicant Organisations need only respond to 'PQQ 56 - Mediation Services from February 2015' that is available in the PQQ sections of the eTendering system.

Existing Mediation Providers who already hold a 2010 Standard Civil Contract to deliver Mediation Services do not need to respond to this invitation. However, there is a separate process for existing Mediation Providers wishing to open additional Outreach locations. Applications for this must be received by 31st October 2014. Further information on this Registration Process, including how to apply, is available at <https://www.gov.uk/government/publications/family-mediation-tender-2015>.

This IFA document provides information about the above ITT, including how Applicant Organisations submit a Tender and the rules (including the Terms and Conditions of Tender) governing the tender process.

Applicant Organisations must read this document in its entirety before submitting their Tender.

The deadline for submitting responses to this ITT is **12 noon on 31 October 2014**.

Outline Timetable

Below is a list of indicative dates for key activities in this ITT. Where there are changes to the dates set out below, we will notify Applicant Organisations through the tender pages of our website as soon as possible.

Activity	Timescale
ITT opens	1 October 2014
Final date to submit questions about this ITT	12 noon on 16 October 2014
Final 'Frequently Asked Questions' to be published	23 October 2014
Deadline for submission of responses to the ITT	12 noon on 31 October 2014
Applicant Organisations notified of outcome of Tender and verification requests sent	December 2014
Contract documentation including schedules issued to successful Applicant Organisations	January 2015
Contract Start Date	1 February 2015

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1. Services we are inviting tenders for

- 1.1 On behalf of the Lord Chancellor, the LAA is responsible for commissioning and administering legal aid (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid Sentencing and Punishment of Offenders (LASPO) Act 2012 and associated legislation. All Contract documentation will be issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The LAA is inviting Applicant Organisations to tender for a Standard Civil Contract (the "Contract") to deliver publicly funded face-to-face Mediation Services in England and Wales from 1 February 2015. In line with the Government's policy to encourage more out of court resolution, Contracts awarded through this process are additional to those held by Providers who are already delivering Mediation Services under a 2010 Standard Civil Contract.
- 1.3 An Applicant Organisation's Tender to deliver Mediation Services in England and Wales under the Contract is governed by this IFA document.
- 1.4 The deadline for submitting a Tender is 12 noon on 31 October 2014. Late submissions will not be considered under any circumstances (see 9.4).

2. Who can tender

- 2.1 This is an open tender process for Applicant Organisations who are not current holders of a 2010 Standard Civil Contract to deliver Mediation Services.

- 2.2 We will not accept subcontracting or consortia arrangements for the delivery of these Services. Therefore, Applicant Organisations must be single legal entities able to provide directly all the Services tendered for.

3. Operation of the Contract

- 3.1 Successful Applicant Organisations will be awarded a Contract to undertake Mediation Services subject to meeting verification requirements. Contracts awarded through this tender process will start on 1 February 2015 (the “Contract Start Date”) and end on 31 October 2016.

- 3.2 The Contract is made up of the following documents:

- Contract for Signature;
- 2010 Standard Terms (govern the relationship between the LAA and the Provider);
- Amended 2010 Family Mediation Specification (governs how work must be delivered and includes the key performance indicators that Providers must meet); and
- Mediation schedule (sets out the expected volume of work and the number of Outreach locations attached to an Office).

- 3.3 Draft Contract documentation is available on the Gov.uk website (www.gov.uk/government/publications/standard-civil-contract-2010).

- 3.4 Successful Applicant Organisations that already hold a 2010 Standard Civil Contract will receive a Mediation schedule under that Contract rather than a further standalone contract.

- 3.5 Mediation Services are delivered under the Contract through cases which are known as ‘Matters’. A certain volume of Matter Starts are allocated to Provider Offices through the Contract schedule. Providers undertaking Mediation Services are permitted to assist clients directly without prior authority from the LAA.

- 3.6 Whilst the LAA allocates a certain volume of Matter Starts to Providers, it cannot guarantee the volume of work under the Contract because Services are provided under open market conditions and clients are free to choose from any Provider which holds a Contract.

4. What are Applicant Organisations tendering for?

- 4.1 Applicant Organisations are required to tender for Mediation Services delivered in England and/or Wales via a single Office through which all Mediation work will be reported. An Applicant Organisation wishing to deliver Mediation Services at locations in addition to the Office identified (known as Outreach) may bid to do this in their Tender. Further detail on how to complete Office and Outreach information as part of a Tender is contained at 6.25-6.33.

- 4.2 There is no limit on the number of Matters in Mediation that a Provider can commence and Providers can approach us at any time for an increase in the number of corresponding Matter Starts under a schedule that it is permitted to commence.

- 4.3 Consequently, as part of this tender process we are not requiring Applicant Organisations to tender for a specific amount of Matter Starts (e.g. numbers of Assessment Meetings and Mediations).
- 4.4 Successful Applicant Organisations will initially be allocated 50 Matter Starts. This does not represent a fixed cap and the allocation will be kept under review during the schedule period.
- 4.5 Payments under the Contract will be made on a “pay as claimed” basis

5. What Criteria do Applicant Organisations need to meet?

- 5.1 All Applicant Organisations tendering to deliver these Services must pass the assessment against the grounds for mandatory and discretionary rejection which test an Applicant Organisation’s suitability to Contract with the LAA. The questions relating to this are set out in the eTendering system and are replicated at Annex A to this IFA.
- 5.2 Applicant Organisations submitting an ITT response must either:
- hold the MQM or,
 - have passed the MQM Desktop Audit by the Contract Start Date and subsequently fully hold the MQM within six months of the Contract Start Date

Where an Applicant Organisation is in the process of acquiring the MQM it need not reapply for the MQM. Applicant organisations need to apply for the MQM via the QMM form which is available on the Gov.uk website at: <https://www.gov.uk/legal-aid-agency-quality-standards>. If this application is not submitted for assessment and received by the **15th December 2014** we cannot guarantee that Desk Top Audits can be completed by 1st February 2015.

- 5.3 An Applicant Organisation must also confirm it meets the Criteria set out in Annex B to this IFA as well as in the eTendering system. In summary the requirements assess the Applicant Organisation’s ability by the Contract Start Date to:
- have an Office in England or Wales
 - be able and willing to provide Mediation across all Categories of Work (Child Only, Property & Finance and All Issues)
 - employ at least one Mediator who meets the requirements to undertake Mediation as set out in the Contract
 - employ or have formal arrangements with a Supervisor who meets the Supervisor Standard in Mediation as set out in the Contract
- 5.4 Where a Criterion refers to ‘employ’, we define this as holding a contract of employment with the Applicant Organisation, being a partner of the Applicant Organisation or being the sole practitioner at the Applicant Organisation.

- 5.5 Supervisor Standards are set out at sections 2.6-2.19 of the Mediation Contract Specification, available at: www.gov.uk/government/publications/standard-civil-contract-2010.
- 5.6 For the purposes of obtaining a Contract, use of external (or non-employed) Supervisors is permitted. The external Supervisor's role must be formalised by a contract between the Applicant Organisation and the Supervisor, which must document, in detail, the supervisory arrangements in place to ensure accessibility to your organisation's Mediators and control over Mediation work.
- 5.7 Applicant Organisations that are assessed not to meet any of these Criteria or who fail to demonstrate compliance during the verification process will have their Tender rejected.

6. How to submit a Tender

- 6.1 All tenders must be completed and submitted using our eTendering system. The eTendering system can either be accessed through the eTendering portal links on the tender pages of the Gov.uk website or directly at www.legalaid.bravosolution.co.uk.
- 6.2 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 use the system and complete their Tender.
- 6.3 In order to access the tender, Applicant Organisations must register on the eTendering system.
- 6.4 Some Applicant Organisations may have already registered on the system as part of previous tender exercises. If this is the case and the details of your 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.
- 6.5 As communication with an Applicant Organisation from the LAA about the tender process will be undertaken through the secure online eTendering system message board for this tender it is highly recommended that multiple additional users are set up under an Applicant Organisation's registration (see 'Technical Support and Guidance' link on the eTendering system for guidance on how to do this) so urgent messages that may affect an Applicant Organisation's Tender can be actioned as necessary.
- 6.6 Once registered and logged in to the eTendering system Applicant Organisations will be able to access the ITT:
- PQQ 56 - Mediation Services from February 2015
- This is available via the 'PQQ Open to all Suppliers' link on the front page of the eTendering System. Applicant Organisations must ensure that they access and submit the correct PQQ for these Services.
- 6.7 There are two parts to a Tender that must both be completed for a Tender to be compliant: the Qualification Envelope and the Technical Envelope which appear on

separate tabs within the Mediation Services tender opportunity. These cover the following areas:

Qualification Envelope

- Applicant Organisation and contact details (Section A) (non-assessed)
- Grounds for mandatory rejection (Section B)
- Grounds for discretionary rejection (Section C)

Technical Envelope (Criteria and Office Information)

- Criteria questions (Section D)
- Office and Outreach information (Section E)
- Declaration

- 6.8 In addition, a Tender may contain one or more completed Supervisor Declaration Forms. This is a non-mandatory form but we would encourage this to be included where an Applicant Organisation has a qualified Supervisor in post at the time of tendering. This appears as a document in the 'buyer attachments' section on the left-hand side of the PQQ screen. It should be downloaded, completed and saved on the Applicant Organisation's local system and uploaded as part of the response to Section D.
- 6.9 All questions marked with a red asterisk are mandatory and the eTendering system will not permit an Applicant Organisation to submit its response unless answers to these questions are provided.
- 6.10 An Applicant Organisation will need to respond to the Criteria and complete the Declaration section once as part of its Tender response, regardless of the number of Outreach locations that it is bidding for in addition to its Office.
- 6.11 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.
- 6.12 It is the Applicant Organisation's sole responsibility to ensure that it correctly accesses, completes and submits their Tender.

Responses to the questions in the Qualification Envelope

- 6.13 For each question ascertaining whether a requirement is met, the Applicant Organisation is presented with a series of drop down options from which to select a response.
- 6.14 All answers to the questions at Section B are absolute and there is no opportunity for the Applicant Organisation to present any exceptional circumstances where a requirement is not met.
- 6.15 For questions in Section C, where an Applicant Organisation indicates that it does not meet a requirement outright a series of 'free text' boxes will open up in the eTendering system. This gives Applicant Organisations an opportunity to give further details (known as 'exceptional circumstances') for the LAA to consider.

- 6.16 Where the opportunity to provide exceptional circumstances is given, specific details in response to supplemental questions are requested. This must not be used as an opportunity to provide other supplementary information to an Applicant Organisation's Tender. Any information provided that is not relevant to the particular requirement and explanation of exceptional circumstances will not be considered.
- 6.17 An Applicant Organisation that indicates it does not meet a requirement outright and fails to provide any further information by way of exceptional circumstances will have its Tender assessed as unsuccessful.
- 6.18 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex A.
- 6.19 If an Applicant Organisation is assessed as failing any question in the Qualification Envelope, their whole Tender will fail.

Reponses to questions in the Technical Envelope (Criteria and Office Information)

Criteria questions

- 6.20 Details of the Criteria questions are set out at Annex B.
- 6.21 This section includes questions relating to the MQM and whether the Applicant Organisation has a Supervisor in post. We would encourage a completed Supervisor Declaration Form to be uploaded with the response where an Applicant Organisation has a qualified Supervisor in post at the time of tendering.

Supervisor Declaration Forms

- 6.22 Any details entered in the Supervisor Declaration Form will only be saved if the Applicant Organisation saves the form on its own system. Once an Applicant Organisation has completed the Supervisor Declaration Form, it should save the changes on its system and upload it into the Technical Envelope by clicking on the 'Upload' button in the Supervisor Declaration Form sections of the Technical Envelope.
- 6.23 The Supervisor Declaration Form is a non-mandatory form i.e. a Tender will still be compliant where this is not provided. Therefore, if an Applicant Organisation does not have a Supervisor in post at the time of tendering, it will not need to submit a Supervisor Declaration Form with its Tender but will be required to provide a fully compliant Supervisor Declaration Form as part of the verification process.
- 6.24 The Supervisor Declaration Form will not form part of the initial assessment but will be considered as part of the verification process (see 8.7 to 8.14).

Office and Outreach information

- 6.25 Office and Outreach information questions apply at individual Office or Outreach level and therefore will need to be responded to separately for each location from which an Applicant Organisation is tendering to deliver Mediation Services.
- 6.26 Details of the Office / Outreach information required in the Tender response are set out at Annex B.

- 6.27 Applicant Organisations must enter details of their individual Office directly into their Tender. Where the Office is not yet operational an Applicant Organisation must enter 'new office' in the text. The Applicant Organisation will be required to provide address details during the verification process.
- 6.28 Applicant Organisations will be asked the number of Outreach locations they are applying to deliver services from. The answer to this question will bring up the corresponding number of Outreach Information sections for the Applicant Organisation to complete. If an Applicant Organisation is bidding from 4 or more locations they will be able to enter details for three Outreach locations into the eTendering system and will then need to upload an Additional Outreach Locations Form to provide Individual Bid Information for the additional Offices (see 6.29 to 6.33 below).

Additional Outreach Locations Form

- 6.29 In the event that an Applicant Organisation wishes to deliver Mediation Services from more than four Outreach locations (plus its Office), it must send a message through the eTendering message board requesting a form on which to complete details of these additional Outreach locations. Requests for this form must be received by 5pm on 25 October 2014.
- 6.30 The Additional Outreach Locations Form contains a further 25 opportunities to complete the Outreach Information questions. This form must be downloaded, completed and saved on the Applicant Organisation's local system and uploaded to the relevant question in the Technical Envelope.
- 6.31 Please note, because the Additional Outreach Locations Form is completed outside of the eTendering system and uploaded with the response, it is not possible for the eTendering system to prevent an incorrect or incomplete Additional Outreach Locations Form being submitted and it is an Applicant Organisation's responsibility to ensure a completed form is attached where it is tendering from 4 or more locations.
- 6.32 The Additional Outreach Locations Form is a Mandatory Form for Applicant Organisations bidding from 4 of more Outreach locations because the eTendering System will not allow a Tender to be submitted without the form uploaded. However, if the form is uploaded blank or incomplete an Applicant Organisation's Tender will not fail but we will not be able to take forward any locations specified on this form.
- 6.33 Any details entered in the Additional Outreach Locations Form will only be saved if the Applicant Organisation saves the form on its own system. Once an Applicant Organisation has completed the Additional Outreach Locations Form, it should save the changes on its system and upload it into the Tender response by clicking on the 'Upload' button in the Additional Outreach Locations Form section of the Technical Envelope.

Declarations

- 6.34 All Applicant Organisations must confirm in the 'Declarations' section in the Technical Envelope that:
- the information provided is accurate;
 - that they understand the information provided will be used to assess suitability to deliver Mediation Services; and
 - they understand the LAA may reject their Tender at any time or disqualify them from the tender process if there is a failure to answer all relevant

questions fully or if false and/or misleading information is provided or information is provided which misrepresents the Applicant Organisation's actual position and/or the Applicant Organisations fails to satisfactorily complete the verification process.

Applicant Organisations must also provide details of the member of the Key Personnel making the declaration and the individual who has completed the response.

Submission of Tender

- 6.35 Before submitting its Tender an Applicant Organisation must check that it has answered all questions correctly. Once an Applicant Organisation is satisfied that its response to the Tender is accurate and complete it should submit it. If a Tender is incomplete it may be assessed as unsuccessful.
- 6.36 Tenders will not be opened by the LAA until after the deadline and therefore if an Applicant Organisation's Tender is incomplete, this will only be identified on assessment, and this will be too late for Applicant Organisations to submit any further information.
- 6.37 If an Applicant Organisation has uploaded any forms as part of its Tender it can check before the deadline the contents of the forms it has uploaded as part of its Tender by going back to the response to the Criteria within the eTendering system (within the Technical Envelope the response to this can be found in the "Actions" menu on the left hand side), going to the section in the Technical Envelope against which the form is uploaded and selecting "Download". This will open the version of the form uploaded as part of the Tender.
- 6.38 Only once an Applicant Organisation is satisfied that its response to the Tender is accurate and complete should it submit it by pressing the 'submit' button.
- 6.39 When an Applicant Organisation submits its Tender for the first time it will receive an automated message that its response has been successfully submitted. This only provides an indication of whether the response has been transmitted to the LAA and not whether the response is fully completed and/or will be assessed as being successful.
- 6.40 The Deadline for submitting completed Tenders is 12 noon on 31 October 2014. Tenders will not be accepted after this deadline.

7. Questions about the Tender process

- 7.1 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 how to submit a Tender, 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 instructions contained in this IFA; and
 - Questions about how to technically use the eTendering system.

Questions about this IFA

- 7.2 If an Applicant Organisation has any questions about the content of this ITT IFA, it may submit them up until **12 noon on 16 October 2014** (note this is referred to in the Legal Aid Agency – Mediation Invitation To Tender IFA

eTendering system as the 'End date for supplier clarification messages') through the eTendering system.

- 7.3 All questions must be submitted using the online secure eTendering system message board in the relevant PQQ.
- 7.4 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 the Gov.uk website (<https://www.gov.uk/government/publications/family-mediation-tender-2015>) in a 'Frequently Asked Questions' (FAQ) document.
- 7.5 If required, a first version of this FAQ document will be published on 14 October 2014, incorporating initial questions received. A final FAQ document will be published on 23 October 2014.
- 7.6 General alerts about the tender process (e.g. deadline reminders) will be included in the LAA update. Applicant Organisations can subscribe to these email alerts by clicking on the 'Get updates to this list - email' link on the front page of our website.

Questions about how to use the eTendering system

- 7.7 There is a helpdesk to provide technical support to Applicant Organisations using the eTendering system. However, the helpdesk is **unable** to assist in relation to problems with Applicant Organisations' own computer hardware or systems. For these types of issues Applicant Organisations should contact their usual IT support.
- 7.8 Questions should be emailed to the following email address: help@bravosolution.co.uk. Alternatively, the telephone number for the helpdesk is 0800 368 4850 (lines are open from 8am to 6pm Monday to Friday).
- 7.9 We 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 Tender submission deadline and cannot guarantee that queries received close to the deadline will be dealt with in time.

8. What happens after a Tender is submitted?

Assessment

- 8.1 The LAA will assess Tenders on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 8.2 The LAA will check that the Applicant Organisation's Tender is compliant with the requirements of the IFA. Where an IFA requirement is not met, the whole Tender will fail.
- 8.3 Applicant Organisations who are assessed as passing all requirements will be awarded a Contract, subject to verification as set out at 8.7 - 8.14.

Notification

- 8.4 All Applicant Organisations will be notified of the outcome of their Tender through the eTendering message board. Notifications to Applicant Organisations whose Tender is unsuccessful will include details of why their Tender is unsuccessful.

Appeal

- 8.5 The sole right of appeal is set out at 9.28 below (Terms and Conditions of Tender).
- 8.6 Where appeals are successful, we cannot guarantee that the subsequent verification process and issuing of contract documentation will run to the same indicative timelines set out at in the outline timetable above. This means that contract documentation may be finalised after the Contract Start Date, which may prevent the Applicant from commencing and being paid for Services carried out under the Contract.

Verification

- 8.7 All successful Applicant Organisations will be required to verify their Tender and all offers will be conditional on the Tender being satisfactorily verified. Requests for verification will be sent to Applicant Organisations at the same time that they are notified that they have been successful in December 2014.
- 8.8 Applicant Organisations will initially be given 4 weeks to respond to the verification request. Where no response is received to this request, or information is provided but is incomplete or not compliant, Applicants will receive a final request to provide this by 9 January 2015 (3 weeks before the Contract Start Date).
- 8.9 Issuing of contract documentation will be reliant on an Applicant Organisation responding to a verification request and satisfactorily verifying its Tender. Where responses to verification are received later than 9 January the LAA cannot guarantee to issue contract documentation by the Contract Start Date.
- 8.10 If the requisite information has not been provided by 1 February 2015, and the LAA has been unable to satisfactorily verify an Applicant Organisation's Tender then we will not enter into the Contract and the Contract offer will be withdrawn. The only exception to this is where an Applicant Organisation is able to verify all parts of its Tender other than Outreach locations, where a Contract will be issued but without authorisation to undertake Outreach at those locations that have not satisfactorily been verified.
- 8.11 Verification requests will be tailored according to the information required from an Applicant Organisation (for example, if the Applicant Organisation stated in their Tender that its Office was not yet confirmed, we would request confirmation of the Office address). Set out below is a breakdown of the information we will request.

What are we verifying	Evidence required	In what circumstances would this information be requested
Applicant Organisations which operate on a limited liability basis have provided appropriate indemnities	Compliant indemnity form	All instances where the Applicant Organisation has limited liability (unless a registered charity)
Applicant Organisation has an Office in England or Wales	Office address	Where the Applicant Organisation stated in its Tender response that its Office was not yet operational

Applicant Organisation has Outreach in place	Outreach address	Where the Applicant Organisation stated in its Tender response that an Outreach was not yet operational
Applicant Organisation employs a LAA recognised Mediator	Certificate of Competence from Family Mediation Council or Practitioner Membership of the Law Society's Family Mediation Panel	Where the Applicant Organisation did not provide details of its Mediator in its Tender
Applicant Organisation has a recognised Supervisor in place	Supervisor Declaration Form	Where the Applicant Organisation did not submit a compliant Supervisor Declaration Form with its Tender

- 8.12 It will be a condition of any Contract award that Applicant Organisations with limited liability (unless a registered charity) supply us with a relevant indemnity form 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. At our discretion, a guarantee from an Applicant Organisation with limited liability may be accepted as an alternative to an indemnity.
- 8.13 Where an Applicant Organisation has passed the Mediation Desktop Audit only, it will be a condition of contract award that it must achieve the MQM in full within 6 months of the Contract Start Date.
- 8.14 Where Applicant Organisations are opening a new Office to deliver the Mediation Services tendered for (i.e an Office that does not currently have an LAA account number allocated to it), they will be sent an AC1 form to complete so the new Office can be allocated an 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

- 8.15 Where Applicant Organisations are able to satisfactorily verify their Tender response through the above process, they will be emailed a copy of their contract documents.
- 8.16 Applicant Organisations must print, sign and return a copy of the Contract For Signature. Once this has been received, the LAA will send the Applicant Organisation a countersigned copy of the Contract For Signature and the Applicant Organisation will be authorised to start work from the Contract Start Date. Applicant Organisations will not be authorised to start work where a countersigned copy of the Contract has not been received.
- 8.17 In order to execute their Contract an Applicant Organisation must have been set up on the LAA systems and issued with an account number. 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 and in any event by **30 January 2015**.

9. TERMS AND CONDITIONS OF TENDER

- 9.1 The Applicant Organisation's Tender is governed by this Information for Applicants (IFA) document. This IFA represents the entire agreement and understanding between the Applicant Organisation and the LAA in relation to the Applicant Organisation's Tender to deliver Mediation Services under the 2010 Standard Civil Contract.
- 9.2 The Applicant Organisation agrees to the Terms and Conditions of Tender (comprising of this Section 9 of the IFA), the terms of the user agreement governing the use of the LAA eTendering System ("Bravo") and the terms of any 2010 Standard Civil Contract awarded to it by the LAA (including any conditions of contract award). If the Applicant Organisation fails to meet the Terms and Conditions of Tender and/or the terms of the user agreement, the LAA will assess the Applicant Organisation's Tender response as unsuccessful.
- 9.3 'Legal services' are classified as 'Part B' services to which the Public Contracts Regulations 2006 (the "Regulations") only apply in part. The LAA does not intend to be bound by any of the Regulations except those which specifically apply to Part B services.
- 9.4 The Applicant Organisation must submit a complete Tender (in accordance with paragraph 9.7) by 12 noon on 31 October 2014 ("the Deadline"). For the purposes of the Deadline, the time specified on Bravo shall be the definitive time. A Tender will be unsuccessful if it is submitted by the Applicant Organisation after the Deadline. The LAA will not consider (1) any requests by the Applicant Organisation to amend or submit the Tender after the Deadline or (2) any requests by the Applicant Organisation for an extension of the time or date fixed for the submission of the Tender.
- 9.5 The Applicant Organisation must fill in and submit its complete Tender (in accordance with paragraph 9.7) using Bravo 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.
- 9.6 A Tender must be authorised by a member of the Applicant Organisation's Key Personnel.
- 9.7 For a Tender to be complete, the Applicant Organisation must, prior to the Deadline, submit a Tender complying with paragraph 6.7 of the IFA. To constitute a complete Tender the Applicant Organisation must reply to all the mandatory questions, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information.
- 9.8 The Applicant Organisation may amend and re-submit their Tender at any time up to the Deadline. If so amended and re-submitted by the Applicant Organisation, only the latest response submitted by an Applicant Organisation prior to the Deadline shall be the response that is assessed by the LAA. For the avoidance of doubt, the LAA will not consider any earlier responses submitted by the Applicant Organisation in this regard.

- 9.9 If more than one response is received from the same Applicant Organisation by the LAA, the latest response submitted by the Applicant Organisation prior to the Deadline shall be the response that is assessed by the LAA. For the avoidance of doubt, the LAA will not consider any earlier responses submitted by the Applicant Organisation in this regard.
- 9.10 If an Applicant Organisation enters details of the same location more than once in the 'Office and Outreach information' section of the Tender, the LAA will only include this location once on the Applicant Organisation's Contract schedule if its Tender is successful.
- 9.11 It is the Applicant Organisation's responsibility to ensure that its Tender is fully and accurately completed. The Applicant Organisation must ensure that information provided by it as part of its Tender is of sufficient quality and detail that an informed assessment of it can be made by the LAA against the relevant criteria or question.
- 9.12 The Office and Outreach information section of the Tender requests some non-assessed information that the LAA requires to be able to progress the issuing of Contract documentation. This consists of the 'LAA Account Number' for the Office. Where this non-assessed information is not provided or is inaccurate in the Office and Outreach information, 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 LAA Contract documentation to an Applicant Organisation who has been successful, which may prevent the Applicant Organisation from commencing and being paid for Mediation Services carried out under the Contract.
- 9.13 Any Applicant Organisation that does not hold the MQM, or has not passed the MQM Desktop Audit by the Contract Start Date, will have their Tender rejected.
- 9.14 It will be a condition of any Contract award that where the Applicant Organisation does not hold the full MQM at the Contract Start Date (i.e. it has passed the Desktop Audit only), it must achieve the MQM in full within 6 months of the Contract Start Date.
- 9.15 The Applicant Organisation is not permitted to amend or alter the Tender after the Deadline except in circumstances permitted by the LAA.
- 9.16 The Applicant Organisation, by submitting a Tender, warrants to the LAA that;
- (i) it has complied with all the rules and instructions governing this Tender process in all respects; and
 - (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.
- 9.17 The LAA reserves the right to amend the IFA and the ITT or Criteria at any time. Any notices of amendments will be notified to individual Applicant Organisations through a message in Bravo.
- 9.18 A Tender submitted by an Applicant Organisation, which does not comply with any additional or alternative changes made in accordance with paragraph 9.17 before the Deadline will be assessed as unsuccessful.
- 9.19 It is the Applicant Organisation's responsibility to monitor messages received through Bravo and the LAA accepts no liability where this is not done. All communication with

Applicant Organisations through Bravo, including that outlined in paragraph 9.17, will be deemed to have been received by the Applicant Organisation at the time of transmission in Bravo. The time specified in Bravo shall be the definitive time.

- 9.20 Any Frequently Asked Questions documents published in accordance with section 7 of the IFA will form part of the tender documentation. Applicant Organisations should ensure that prior to submitting a Tender they consider the relevant Frequently Asked Questions documents published.
- 9.21 The Applicant Organisation agrees to keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 9.22 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 that would result in an improvement to the Applicant Organisation's Tender.
- 9.23 Where the LAA contacts the Applicant Organisation in circumstances outlined in paragraph 9.22, 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.
- 9.24 The LAA reserves the right at its absolute discretion to disqualify from the tender process any Applicant Organisation for submitting:
- (i) false information;
 - (ii) information which misrepresents the Applicant Organisation's actual position; and/or
 - (iii) misleading information.
- 9.25 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other provisions of these Terms and Conditions of Tender, 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.
- 9.26 The whole of an Applicant Organisation's Tender will be unsuccessful where it does not pass the grounds for mandatory and discretionary rejection questions in the Qualification Envelope. Where an Applicant Organisation's Tender (being for the avoidance of doubt, a complete Tender) does not pass the Criteria all the Tender will be unsuccessful.
- 9.27 After assessment of a Tender is complete, 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.
- 9.28 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 9.22), considered 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.

- 9.29 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 9.30 Appeals must be submitted on the appeals pro forma which will be made available on the tender pages of the Gov.uk website, and if they are submitted via the designated email address which will be detailed in the letter notifying the Applicant Organisation that their Tender was unsuccessful. Appeals submitted through any other method or after any date detailed in the notification letter for receipt of appeals will not be considered.
- 9.31 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.
- 9.32 The LAA at its absolute discretion has the right to vary, suspend or cancel the tender process in its entirety or in part, and not to proceed to award Mediation Services.
- 9.33 The Applicant Organisation is solely responsible for the costs and expenses incurred in connection with the preparation and submission of a Tender. Under no circumstances will the LAA, or any of its employees, be liable for any costs.
- 9.34 All intellectual property rights in the Tender, the 2010 Standard Civil Contract and any associated documents are and shall remain the LAA's property.
- 9.35 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 in the IFA and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and associated documents, the provisions of the Terms and Conditions of the ITT will have precedence.
- 9.36 All information supplied by the LAA to the Applicant Organisation including that within the IFA and associated documents, 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 associated documents, or any omissions from or deficiencies in them.
- 9.37 Without prejudice to any warranties given, the Terms and Conditions of Tender 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 2010 Standard Civil Contract subsequently awarded.
- 9.38 If an Applicant Organisation changes any material element of its Tender including Key Personnel prior to the Deadline, the Applicant Organisation must amend its Tender (reflecting the post change position) before the Deadline. If the Applicant Organisation fails to do this, their Tender will be assessed as unsuccessful.
- 9.39 If the Applicant Organisation changes its status or any material element of its Tender including its Key Personnel after the Deadline and before the Contract Start Date, the Applicant Organisation must inform the LAA through Bravo. In such circumstances, the LAA may contact the Applicant Organisation for additional information to confirm the original assessment of the Tender. If upon re-assessment, the Applicant Organisation's Tender is deemed to be unsuccessful or any conditions of 2010 Standard Civil Contract award are not met, the LAA will not proceed with any decision made to award a 2010 Standard Civil Contract.

- 9.40 The LAA reserves the right, prior to any award of a 2010 Standard Civil Contract, to carry out further due diligence checks. Where, as part of any due diligence check, an Applicant Organisation does not comply with any material elements of its Tender, the LAA will not proceed with any decision made to award a 2010 Standard Civil Contract.
- 9.41 The LAA reserves the right to place contractual conditions on the award of a 2010 Standard Civil Contract to an individual Applicant Organisation.
- 9.42 The Applicant Organisation (including its employees, Key Personnel and agents) must not;
- (i) canvass any officers, employees, agents or advisers of the LAA in connection with this tender process; or
 - (ii) offer or agree to pay or give any sum of money, inducement or valuable consideration (directly or indirectly) to any person for doing or having done or causing or having caused to be done in relation to this tender process, any act or omission.
- 9.43 The Applicant Organisation must not enter into any agreement or arrangement with any other person or organisation about whether it should or should not tender, or collude with any such other person or organisation in any way, in this tender process.
- 9.44 The award of a 2010 Standard Civil Contract does not guarantee any minimum amount of work.
- 9.45 In submitting its Tender, the Applicant Organisation acknowledges that the tender process is entirely independent of any tender processes that have been run by the LAA. Accordingly, no previous conduct of the LAA for example, but not limited to, its treatment of Applicant Organisations, assessment of Tenders or related processes can be relied upon by the Applicant Organisation as setting any precedent for the LAA's conduct in respect of this tender process.
- 9.46 In the event that an action brought under the Public Contracts Regulations 2006 is successful, the LAA would 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 Mediation Services. For the avoidance of doubt, the prior award of a contract to any other Applicant Organisation(s) under this tender process will not affect the availability of this remedy.

Confidentiality and Freedom of Information Act 2000

- 9.47 The LAA may share any information contained in an Applicant Organisation's Tender with Bravo Solutions Limited for the purposes of administering the tender process.
- 9.48 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 tender process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 9.49 If an Applicant 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 response as confidential.

- 9.50 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.
- 9.51 Once the tender process is complete the LAA will publish details of all 2010 Standard Civil Contract awards for Mediation Services in accordance with government transparency standards.
- 9.52 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 tender process ("Personal Data").
- 9.53 The Applicant Organisation must agree to such Personal Data being collected, held and used in accordance with and for the purposes of administering the tender process as contemplated by the IFA and for contract management of any 2010 Standard Civil Contract subsequently awarded.
- 9.54 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 Regulations (which means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all 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 Regulations, in order to disclose to the LAA the Personal Data, and allow the LAA to carry out the tender process. The Applicant Organisation shall immediately notify the LAA if any of the consents is revoked or changed in any way which impacts on the LAA's rights or obligations in relation to such Personal Data.
- 9.55 Applicant Organisations wishing to provide Services within Wales must ensure that their services are accessible to, and understandable by, Clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 (as amended) and Welsh Language (Wales) Measure 2011.
- 9.56 This IFA and any supplementary documents issued as part of this tender process are governed and constructed in accordance with English Law.

ANNEX A: Questions in the Qualification Envelope and assessment

Section A – Applicant Organisation and contact details (Non-Assessed Information)

No.	Question	Response options and assessment
A.1.	Full name of Applicant Organisation	Free Text
A.2.	Registered office address	Free Text
A.3.	Company or charity registration number	Free Text
A.4.	VAT registration number	Free Text
A.5.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? This may include (but is not limited to) merger, novation, de-merger or change in legal status such as becoming a limited liability partnership.	Yes No
A.5.ii	If you answered “Yes” to question A.5.i, please provide details of all status changes in this time period. If you answered “No” to question A.5.i, please answer “N/a”.	Free Text
A.6	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)	Free Text
A.7	Type of entity at Contract Start Date	Options list: i) a public limited company ii) a limited company

	This information will be used to determine whether your 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.	iii) a limited liability partnership iv) partnership v) sole trader vi) registered charity vii) Alternative Business Structure (ABS)
A.8	Contact details for the purposes of this Tender - Contact Name	Free Text
A.9	Contact address and postcode	Free Text
A.10	Contact email address	Free Text
A.11	Contact telephone number	Free Text

Section B – Grounds for mandatory rejection

The LAA will exclude you from participating further in this procurement if you answer “Yes” to any of the following questions.

No.	Question	Response type
B.1.i(a)	<p>Has your Applicant Organisation, your Key Personnel or any person who has powers of representation, decision or control of your Applicant Organisation (for example, but not limited to, your directors or partners) been convicted of any of the following offences?</p> <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;</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; where the offence relates to active corruption;</p> <p>c) the offence of bribery, where the offence relates to active corruption;</p>	<p>Yes (Fail)</p> <p>No (Pass)</p>

	<p>d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;</p> <p>e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;</p> <p>f) 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; or</p> <p>g) 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.</p>	
B.1.i(b)	<p>Has your Applicant Organisation, your Key Personnel or any person who has powers of representation, decision or control of your Applicant Organisation (for example, but not limited to, your directors or partners) been convicted of any of the following offences?</p> <p>Fraud, 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, within the meaning of:</p> <ul style="list-style-type: none"> i) the offence of cheating the Revenue; ii) the offence of conspiracy to defraud; 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; 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; 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; vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; 	<p>Yes (Fail)</p> <p>No (Pass)</p>

<p>viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or</p> <p>ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006.</p>	
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Section C – Grounds for discretionary rejection

LAA may exclude you if you answer “Yes” to any one of the following questions but will consider the exceptional circumstances you submit. If you cannot answer “No” to every question it is possible that you will be excluded.

In the event that you answer “Yes” to any of the following questions, please answer all related exceptional circumstances questions in the boxes provided underneath the question section. If there is more than one incident, please give the information about each incident. If you fail to provide the required information, you will be excluded. You must be explicit and comprehensive in responding to these questions as, this will be the single source of information which decides whether or not you will be able to proceed any further.

	Question	Response type
C.1.i(a)	<p>Is any of the following true of your Key Personnel?</p> <p>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 presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state</p>	<p>Yes (Fail subject to the assessment of any exceptional circumstances provided)</p> <p>No (Pass)</p>
<p>Exceptional circumstances – if you have answered “Yes” to question C.1.i (a) above, you must give details by answering questions C.1.ii (a) to v (a) below.</p> <p>Please note that LAA would ordinarily exclude those Applicant Organisations with outstanding IVA or PVA or Applicant Organisations who are</p>		

subject to Winding Up procedures or Orders at the Contract Start Date.		
C.1.ii (a)	Please give the name and position of the person(s) involved.	Free Text
C.1.iii (a)	Please give the date when the event(s) occurred	Free Text
C.1.iv (a)	Please give details about the situation, including the amount of money involved	Free Text
C.1.v (a)	Please give details about any measures you have taken to ensure that the situation is resolved and confirm the current position on repayments	Free Text
C.1.i(b)	<p>Is any of the following true of your Applicant Organisation?</p> <p>Being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of similar procedures under the law of any other state?</p>	<p>Yes (Fail subject to the assessment of any exceptional circumstances provided)</p> <p>No (Pass)</p>
	<p>Exceptional circumstances – if you have answered “Yes” to the question at C.1.i (b) above, you must give details by answering questions C.1.ii (b) to iv (b) below.</p> <p>Please note that LAA would ordinarily exclude those Applicant Organisations with outstanding IVA or PVA or Applicant Organisations who are subject to Winding Up procedures or Orders at the Contract Start Date.</p>	
C.1.ii (b)	Please give the date when the event(s) occurred	Free Text
C.1.iii (b)	Please give details about the situation, including the amount of money involved	Free Text
C.1.iv	Please give details about any measures you have taken to ensure that the situation is resolved and	Free Text

(b)	confirm the current position on repayments	
C.2.i	<p>Has your Applicant Organisation or any of your Key Personnel failed to fulfil obligation(s) relating to the payment of taxes or social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established in one or more of the last three years?</p> <p>Please note that if your Applicant 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 the assessment of any exceptional circumstances provided)</p> <p>No (Pass)</p>
	<p>Exceptional circumstances – if you have answered “Yes” to question C.2.i, you must give details by answering questions C.2.ii to vi below.</p> <p>Please note that LAA would ordinarily exclude those Applicant Organisations with outstanding unmet obligations at the Contract Start Date.</p>	
C.2.ii	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 Applicant Organisation please enter “Relates to Applicant Organisation”	Free Text
C.2.iii	Please explain what the obligation(s) was which your Applicant Organisation or any of your Key Personnel has failed to meet, including the name of the social security contribution or tax	Free Text
C.2.iv	Please give the value of unmet obligation(s)	Free Text
C.2.v	Please confirm the percentage the value of the unmet obligation(s) of your annual turnover	Free Text
C.2.vi	Please give details of any written agreement or plan to fulfil the obligation(s) in the future (e.g. an agreed repayment plan). If no agreement is in place, please write “No agreement”	Free Text
C.3.i	Has your 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 (Fail subject to the assessment of any exceptional circumstances provided)

		No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question C.3.i, you must give details by answering questions C.3.ii to vi below.	
C.3.ii	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 Applicant Organisation please enter “Relates to Applicant Organisation”	Free Text
C.3.iii	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.3.iv	Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued	Free Text
C.3.v	Please give details of any written plan in place to discharge these liabilities	Free Text
C.3.vi	Please give details about any measures you have taken to ensure that similar situations will not arise in the future	Free Text
C.4.i	<p>The supplier must state whether, from 1 April 2013 onwards, any of its tax returns submitted on or after 1 October 2012:</p> <p>a) has given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion and/or</p> <p>b) has been found to be incorrect as a result of:</p> <p><input type="checkbox"/> HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or</p> <p><input type="checkbox"/> a tax authority in a jurisdiction in which the supplier 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</p> <p><input type="checkbox"/> the failure of an avoidance scheme which the supplier was involved in and which was, or should</p>	<p>Yes (Fail subject to the assessment of any exceptional circumstances provided)</p> <p>No (Pass)</p>

	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.	
	Exceptional circumstances – if you have answered “Yes” to question C.4.i, you must give details by answering questions C.4.ii to vi below.	
C.4.ii	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
C.4.iii	Where the Occasion Of Non-Compliance (OONC) relates to a DOTAS, the number of the relevant scheme.	Free Text
C.4.iv	Please provide the date of the original “non-compliance” and the date of any judgement against the supplier, or date when the return was amended.	Free Text
C.4.v	Please provide details of the level of any penalty or criminal conviction applied.	Free Text
C.4.vi	Please provide details of any mitigating factors, including but not limited to: <ul style="list-style-type: none"> o Corrective action undertaken by the supplier 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
C.5.i	Has your Applicant Organisation had a Contract with the LAA (or its predecessor the Legal Services Commission) terminated in whole or in part within the last five years, or is it currently in receipt of a notice to terminate on this basis? 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 LAA terminated in whole or in part within the last five years, or is currently in receipt of a notice to terminate. For the avoidance of doubt, do not answer ‘Yes’ if the termination was by LAA in accordance with its “no fault” termination rights.	Yes (Fail subject to the assessment of any exceptional circumstances provided) No (Pass)

	*Please note, if, prior to the Contract Start Date, you have a Contract terminated in whole or in part, or you receive a notice to terminate, you must tell us. We will be entitled to reject your Tender, on this basis subject to the assessment of any exceptional circumstances provided.	
	Exceptional circumstances – if you have answered “Yes” to question C.5.i, you must give details by answering questions C.5.ii to vii below.	
C.5.ii	Please indicate which Category(ies) of Law your termination or notice to terminate relates (if it was a termination of the whole contract please respond “Whole Contract”)	Free Text
C.5.iii	Please give the date when the termination took effect/notice to terminate was received	Free Text
C.5.iv	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.5.v	Please tell us the reason for the termination/notice to terminate	Free Text
C.5.vi	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.5.vii	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.6.i	Have any of your Key Personnel (irrespective of what organisation they were working for) received any conditions on their practising certificates imposed by a Regulatory Body, Relevant Professional Body or Complaints Body within the last five years?	Yes (Fail subject to the assessment of any exceptional circumstances provided) No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question C.6.i, you must give details by answering questions C.6.ii – v below.	
C.6.ii	If you have answered “Yes” in relation to Key Personnel, please give the name and position of the	Free Text

	person(s) involved.	
C.6.iii	Please give details about the nature of the event(s) leading to the imposition of the condition(s), including the date when the event(s) occurred	Free Text
C.6. iv	Please give details of the nature of any current conditions on practising certificates	Free Text
C.6.v	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of conditions	
C.7.i	Has your Applicant Organisation or any of your Key Personnel (or any organisation for whom any of the Applicant Organisation’s Key Personnel are or were directors/partners/trustees or persons with power of representation, decisions or control) been the subject of findings of unlawful discrimination by an Employment Tribunal, the Employment Appeal Tribunal or any other court, or in comparable proceedings in any other jurisdiction within the last five years?	Yes (Fail subject to the assessment of any exceptional circumstances provided) No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question C.7.i, you must give details by answering questions C.7.ii to vi below.	
C.7.ii	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 Applicant Organisation please enter “Relates to Applicant Organisation”	Free Text
C.7.iii	Please give details about the nature of the event(s) leading to these findings	Free Text
C.7.iv	Please give details about the nature of the findings themselves	Free Text
C.7.v	Please give the date when the findings were made	Free Text
C.7.vi	Please give details of action taken in response to the findings	Free Text

Annex B – Questions in the Technical Envelope and assessment

Section D – Criteria questions

No.	Question	Response options and assessment
D.1.	<p>By the Contract Start Date will the Applicant Organisation:</p> <p>i) have an Office in England or Wales?</p> <p>ii) be able and willing to provide Mediation across all Categories of Work (Child Only, Property & Finance and All Issues)?</p> <p>iii) employ at least one Mediator who meets the requirements to undertake Mediation as set out in the Contract?</p> <p>iv) employ or have formal arrangements with a Supervisor who meets the Supervisor Standard in Mediation as set out in the Contract?</p>	<p>Yes (Pass)</p> <p>No (Fail)</p>
D.2.	Does the Applicant Organisation currently hold the MQM?	<p>Hold MQM</p> <p>Applying for MQM</p>
D.3.i.	Does the Applicant Organisation currently employ or have formal arrangements with a Supervisor who meets the Supervisor Standard as set out in the Contract?	<p>Yes</p> <p>No</p>
D.3.ii.	Where you currently employ or have formal arrangements with a Supervisor, please attach the Supervisor Standard here	
D.4.	<p>Does the Applicant Organisation currently employ a Mediator who meets the requirements to undertake Mediation as set out in the Contract?</p> <p>The definition of employ in this criterion is as set out in 5.4 of the Information For Applicants (IFA)</p>	<p>Currently Employ (Where you confirm that you currently employ a Mediator you will be required to provide their details as part of your response)</p> <p>Will Employ</p>

Section E – Office and Outreach information

No.	Question	Response options and assessment
E.1.a	Please provide the full address of the Office which will be delivering this Service. If this is a new Office and you do not have an address please enter 'new office'	Text
E.1.b	Please provide the postcode for this Office. If this is a new Office and you do not have an address and postcode, please enter 'new office'.	Text
E.1.c	Please provide the LAA Account Number for this Office. If this Office does not hold a current LAA Contract please enter N/A	Text
E.2.	Please select the number of Outreach locations that you are bidding to deliver services from.	None 1 2 3 4 or above
Note	Please enter the information for each of your Outreach locations below. If you have selected more than 1 Outreach location you must submit responses to these questions for each.	
E.3.a	Please provide the full address of the Outreach location from which will be delivering this Service. If you do not have an identified address for Outreach please enter 'to be confirmed'	Text
E.3.b	Please provide the postcode of the Outreach location. If you do not have an identified address for Outreach please enter 'to be confirmed'	Text

No.	Question	Response options and assessment
Outreach 2 – 4	As above	Text

Declaration

I give my undertaking that I am a member of the Applicant Organisation's Key Personnel 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 Contract for face to face Mediation Services from 1 February 2015. 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
Name of person completing Tender	Free text box
Position in the Applicant Organisation	Free text box
Name of member of Key Personnel making declaration on behalf of the Applicant Organisation	Free text box
Position in the Applicant Organisation	Free Text

ANNEX C: GLOSSARY OF DEFINED TERMS

Term	Definition
All Issues	As defined at Section 1 of the Mediation Specification
Applicant Organisation	A single legal entity invited to tender to deliver Mediation Services which does not currently provide Mediation Services
Assessment Meeting	As defined at Section 1 of the Mediation Specification
Categories of Work	Child Only, Property & Finance and All issues Mediation work
Child Only	As defined at Section 1 of the Mediation Specification
Complaints Body	A body or Applicant, which handles complaints in relation to your professional or service activities, including Ombudsmen
Contract	Unless otherwise stated, this refers to the 2010 Standard Civil Contract
Contract For Signature	As defined at Section 1 of the Contract standard terms
Contract Start Date	1 February 2014
Criteria	The requirements against which Applicant Organisations' Tender will be assessed
Deadline	12 noon on 31 October 2014
DOTAS	The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of 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.
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 transactions constituting the abusive practice.)
IFA	This Information for Applicants (in its entirety)
Invitation to Tender (ITT)	The one stage tender process for Mediation Services containing the mandatory and discretionary grounds for rejection, Service specific Criteria, Office and Outreach

	Information
Key Personnel	Any person who has, (or will have by the Contract Start Date) powers of representation, decision or control of an Applicant Organisation including partners, directors, trustees and other senior managers
Legal Aid Agency	The Executive Agency of the Ministry of Justice that from 1 April 2013 is responsible for the administration of legal aid (including this tender process) and more specifically defined in the 2014 Standard Civil Contract.
Matter Start	Unit authorising Providers to start a Mediation case on behalf of a client
Mediation Desktop Audit	The first stage of the MQM application process, evidenced through the provision of documentation by an organisation to LAA for audit
Mediation Quality Mark (MQM)	A quality assurance standard for organisations providing Mediation Services to members of the public
MQM Reference	Reference number issued to an organisation on successfully completing a Mediation Desktop Audit
Mediation Services (and 'Services' and 'Mediation')	Publicly funded face-to-face family mediation work under the meaning given in regulation 7 of the Procedure Regulations and regulation 16 of the Merits Regulations
Mediation Specification	Amended 2010 Family Mediation Specification
Mediator	An individual who either has been assessed as competent through the Family Mediation Council's Assessment of Professional Competence scheme or has obtained the Law Society's Mediation Panel Practitioner membership
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>
Office	As defined at paragraph 1.6 of the Mediation Specification
Outreach	Any location (additional to an Office) from which an Applicant Organisation is tendering to deliver Contract Work
Property & Finance	As defined at Section 1 of the Mediation Specification

Provider	A party (except the LAA) to a contract with us in respect of the provision of legal aid
Qualification Envelope	The section in the relevant PQQ in the eTendering System that contains the questions which evaluate an Applicant Organisation's suitability to contract with LAA and must be completed as part of a Tender.
Registration Process	The process, separate from this ITT, for current Mediation Providers who already hold a 2010 Standard Civil Contract to deliver Mediation Services to apply for additional Outreach locations under their existing contract
Supervisor	A person who meets the Supervisor Standard set out in the LAA's Mediation Specification and who is employed by the Applicant Organisation or who has a formalised contract with the Applicant Organisation which documents, in detail, the supervisory arrangements in place to ensure accessibility to the Applicant Organisation's mediators and control over Mediation work
Supervisor Standard	The standard for Supervisors set out at Paragraphs 2.6 to 2.19 of the Mediation Specification
Supervisor Declaration Form	A form setting out how the Supervisor(s) meets the Supervisor Standard in Mediation
Technical Envelope	The section in the relevant PQQ in the eTendering system which contains the Criteria, Office and Outreach Information questions
Tender	A response to this tender opportunity