

## Further Procurement of the Housing Loss Prevention Advice Service in England and Wales from 1 September 2023

### Selection Questionnaire Information for Applicants

#### Introduction

The Legal Aid Agency (“**LAA**”) is inviting Tenders to deliver the publicly funded Housing Loss Prevention Advice Services (“**HLPAS**”) in specific areas to commence on 1 September 2023. Successful Applicants will be awarded a Schedule to provide HLPAS Contract Work.

This procurement process is separate to those which opened on 17 November 2022 and 6 February 2023 and closed at 12pm on 19 December 2022 and 12pm on 1 March 2023 respectively. This procurement process seeks to identify organisations wishing to deliver HLPAS in a small number of areas only, where the LAA did not receive compliant bids. Applicants can find further information about the HLPAS areas covered under this procurement process at: <https://www.gov.uk/government/publications/housing-loss-prevention-advice-services-hlpas-and-housing-and-debt-services-from-august-2023>

Applicants who have already tendered to deliver HLPAS Contract Work do not need to tender through this procurement process unless they wish to bid to deliver HLPAS, and, where relevant, Housing and Debt Contract Work in the areas covered by this procurement process.

Schedules will form part of the 2018 Standard Civil Contract (“**2018 Contract**”) which is the primary contractual arrangement between the LAA and contracted organisations delivering civil legal aid services.

It will be a requirement that holders of a HLPAS Schedule hold a 2018 Contract which includes a specific authorisation to conduct Housing and Debt Contract Work (“**2018 Housing and Debt Contract**”) i.e. the face-to-face delivery of legal aid advice on Housing & Debt matters that are not covered by HLPAS.

It is **not** a requirement that Applicants tendering for a HLPAS Schedule **currently** hold a 2018 Contract. The LAA welcomes Tenders from any Applicant which meets the rules of this procurement process and is able to deliver HLPAS Contract Work. Applicants can bid for a 2018 Housing and Debt Contract through this procurement process.

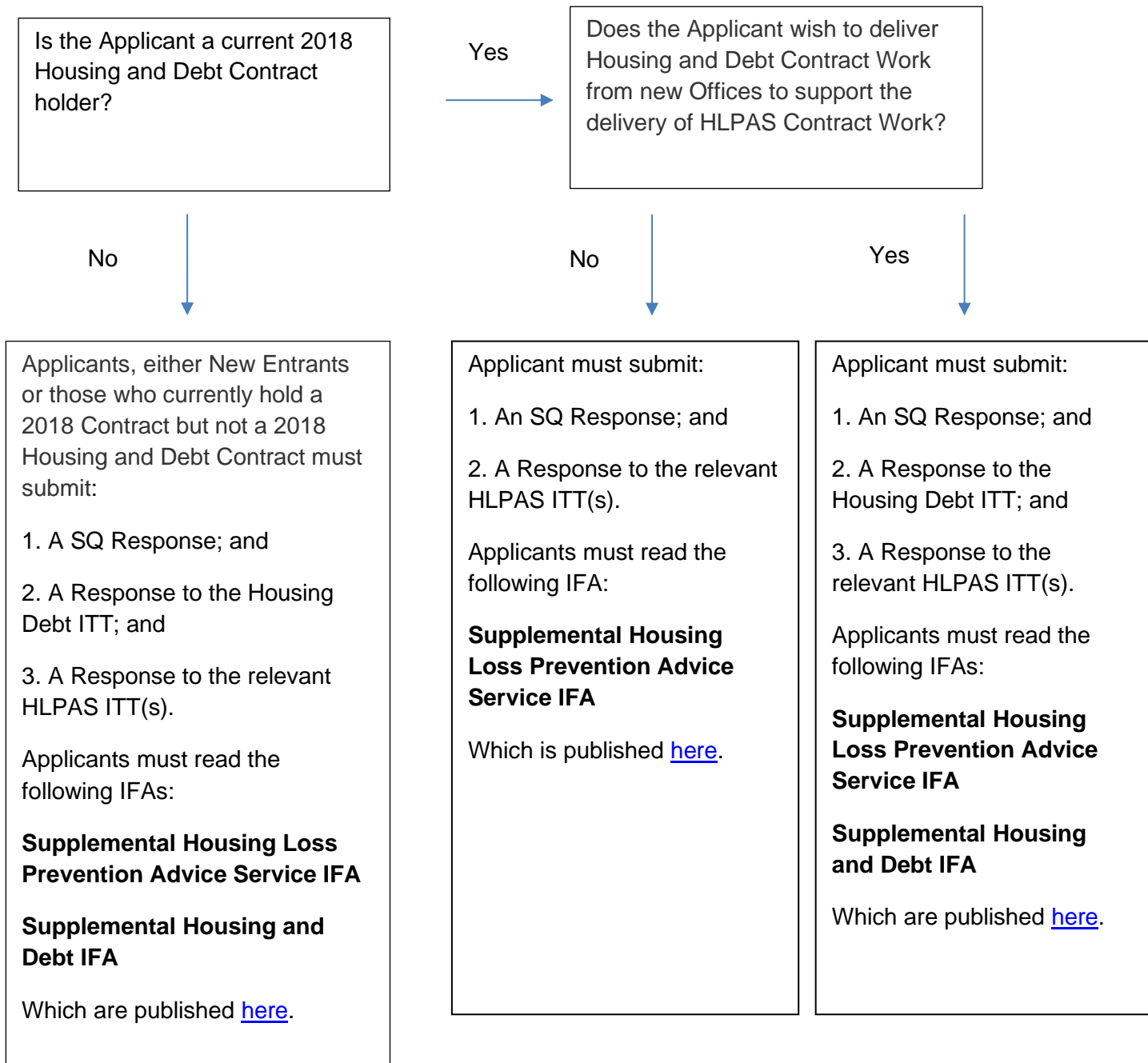
A compliant Tender consists of a Response to:

1. the Selection Questionnaire (“**SQ**”); plus
2. at least one Housing Loss Prevention Advice Service Invitation to Tender (“**HLPAS ITT**”);

and, where the Applicant is not a current 2018 Housing and Debt Contract holder, or is a current Housing and Debt Contract holder and wishes to deliver Housing and Debt Contract Work from new Offices to support the delivery of HLPAS:

3. the Housing and Debt Contract Work ITT (“**Housing and Debt ITT**”)

The ITTs to which Applicants must submit a Response is dependent on its current status as set out below:



**The Deadline for submitting a Response to the SQ, HLPAS ITT and, where relevant, the Housing and Debt ITT is 12pm 28 April 2023 (“Deadline”)**

The HLPAS will replace the Housing Possession Court Duty Scheme (“**HPCDS**”) and an Applicant currently contracted to deliver a HPCDS will fall into the category of a 2018 Housing and Debt Contract holder.

Where an Applicant who already holds a 2018 Housing and Debt Contract is unsuccessful in their Tender to deliver HLPAS Contract Work, their 2018 Housing and Debt Contract will not be affected.

### **This IFA**

This Information for Applicants document (“**IFA**”) provides information about the SQ stage of this procurement process, including how Applicants submit a SQ Response, and the rules of the procurement process.

Before submitting their SQ Response, Applicants must read this IFA and the Housing and Debt / HLPAS IFAs (as applicable) for this procurement process in their entirety and all supplementary information provided, such as Frequently Asked Questions (“**FAQs**”) and HLPAS Guides.

Applicants must also read the 2018 Contract and specifically sections 1 - 6 and 10 of the 2018 Standard Civil Contract Specification (“**Specification**”) containing details of Housing and Debt and HLPAS Contract Work requirements (available at [Standard Civil Contract 2018 - GOV.UK \(www.gov.uk\)](http://www.gov.uk)) in full to ensure that they understand the full nature and extent of the obligations they are committing to accept.

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

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at Annex B, or in the 2018 Contract. References to ‘procurement process’ relate to the process of the procurement of a 2018 Housing and Debt Contract and/or HLPAS Contract Work under this IFA.

**Late submissions will not be considered under any circumstances. It is the Applicant’s sole responsibility to ensure that the LAA receives its SQ Response before the Deadline.**

**It is the Applicant’s sole responsibility to ensure that its SQ Response has been correctly completed to fully and properly represent the Applicant’s bid for Contract Work offered under this procurement process.**

## Timetable

For guidance purposes only, a list of indicative dates for key activities of the procurement process is set out below. Where there are significant changes to the dates for key activities relating to the procurement process, the LAA will notify Applicants through the eTendering system.

<b>Activity</b>	<b>Timescale</b>
Procurement process opens and is available via the LAA's eTendering system	11 April 2023
Final date for submission of questions about this procurement process	23.59 on 18 April 2023
'Frequently Asked Questions' to be published	Week commencing 17 April 2023
Deadline for submission of Tenders	12 pm on 28 April 2023
Notification of outcome of SQ Response assessment	Week commencing 15 May 2023
Deadline for submission of SQ appeals	Late May 2023
Notification of outcome of Housing and Debt ITT Response assessment	Week commencing 15 May 2023
Deadline for Individual Housing and Debt Bid verification	23.59 on 31 May 2023
Deadline for HLPAS ITT verification	23.59 on 23 June 2023
Notification of outcome of HLPAS ITT Response assessment	July 2023
10-day standstill	July 2023
Contract Start Date	1 September 2023

**Due to the need for contracts to be in place to allow services to commence on 1 September 2023, the timescale from launch to the deadline for submission of tenders has been set at 17 days.**

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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 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.

### What are Applicants tendering for?

#### *HLPAS Contract Work*

- 1.2 The LAA is inviting Tenders for the delivery of HLPAS Contract Work which is set out in the HLPAS Information for Applicants (“**HLPAS IFA**”) which can be found [here](#).

#### *2018 Housing and Debt Contract*

- 1.3 The LAA is inviting also Tenders for the delivery of Housing and Debt Contract Work which is set out in the Housing & Debt Information for Applicants (“**Housing and Debt IFA**”) which can be found [here](#).
- 1.4 Applicants should note that to be eligible to Tender for a 2018 Housing and Debt Contract as part of this procurement process they **must** also submit a compliant Tender to deliver HLPAS Contract Work (a “**HLPAS ITT Response**”).

### Who can submit a Tender?

- 1.5 Any organisation who meets the minimum contract requirements may tender to deliver HLPAS Contract Work and Housing and Debt Contract Work.
- 1.6 The LAA will not accept subcontracting or consortia arrangements but the use of Agents is permitted if the conditions in paragraph 2.5 of the Specification are satisfied.
- 1.7 The LAA will only contract with single legal entities (including individuals who are sole traders). Should existing organisations wish to merge or join with others to apply to deliver Housing and Debt and/or HLPAS Contract Work, they must form a single legal entity. It is not necessary for the contracting entity to have been formed at the time an Applicant submits its Tender, however, where this is the case the LAA will require them to confirm that the contracting entity has been formed as part of its verification process.
- 1.8 The contracting entity must have been formed by 23.59 on 30 June 2023. This is to enable the LAA to confirm that the Applicant is fully constituted prior to the notification of the HLPAS Contract Work awards. Where the Applicant does not comply with this requirement, the LAA may reject the Applicant’s Tender.

## SECTION 2: APPLICANTS' QUESTIONS

- 2.1 If an Applicant has a question about the SQ to which they cannot find a response in this document or guidance provided in the eTendering system, it will be able to direct it through two different channels depending on the type of question.
- 2.2 The two different question types are:
- (a) questions about the content of this IFA; and
  - (b) technical questions about how to operate the eTendering system.

### Questions about this IFA

- 2.3 If an Applicant has any questions about the content of this IFA, it may submit them up until **23.59 on 18 April 2023**. This is referred to in the eTendering system as the 'End date for supplier clarification messages'.
- 2.4 All such questions must be submitted using the eTendering system message boards for this procurement process.
- 2.5 Applicants should assume that questions and answers will be published. Questions that the LAA considers to be of wider interest will be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages [here](#).

### Technical questions about how to operate the eTendering system

- 2.6 There is a helpdesk to provide technical support to Applicants' using the eTendering system. The helpdesk is unable to assist with problems with Applicants' own computer hardware or systems. For these types of issues Applicants should contact their usual IT support.
- 2.7 Questions for the helpdesk should be emailed to: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.
- 2.8 The LAA recommend that Applicants start to complete their Tender early so that they can identify any areas in which they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with before the Deadline.
- 2.9 All Tenders must be completed and submitted using the eTendering system.



## SECTION 3: ETENDERING SYSTEM

- 3.1 The eTendering system can be accessed either through a link on the [tender pages](#) of the LAA website or directly at <https://legalaid.bravosolution.co.uk>. Organisations not yet registered will need to do so to submit a Tender and should click “Register here” on the home page.
- 3.2 Applicants already registered on the eTendering system and whose registration details remain up to date do not need to register again. Applicants must however ensure that they review their contact details held in the eTendering system to ensure these are up to date and remove access to the system of any individual who is no longer engaged by the Applicant or who no longer has the authority to submit Tenders or information on its behalf. Applicants should note that failure to do so will mean those individuals no longer engaged by/or acting on behalf of the Applicant will have access to its Tender and details of other individuals registered on behalf of the Applicant on the eTendering system.
- 3.3 Where an Applicant already has multiple registrations on the eTendering system it must ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 3.4 Applicants must familiarise themselves with the eTendering system guides available through the [‘Technical Support and Guidance’](#) link on the eTendering system home page. These provide detailed guidance on how to use the eTendering system.
- 3.5 **The LAA will only communicate with Applicants through the eTendering system message boards for this procurement process. Applicants must check the message boards regularly to ensure that any messages are read promptly.**
- 3.6 The LAA strongly recommends that Applicants set up multiple additional users under their eTendering system registration (see [‘Technical Support and Guidance’](#) link) as back-up to ensure that urgent messages, which may affect an Applicant’s Tender, can be actioned as necessary. Where an Applicant relies on a single user to submit its Tender and monitor communications, it accepts the risks associated with reliance on a single user registration.
- 3.7 The documents for the procurement process including the SQ and the HLPAS and Housing and Debt ITTs will all be available via the ‘Project’ or ‘ITT Open to all Suppliers’ link on the front page of the e-Tendering system.
- 3.8 Applicants must click ‘Edit response’ to be able to complete their responses to the questions asked. Applicants must click the ‘Save Changes’ or ‘Save and Exit Response’ buttons to ensure information inputted is saved. If Applicant’s do not correctly save changes to the relevant Response, changes may be lost and cannot be retrieved.
- 3.9 Once Applicants have completed the relevant Response, they must submit it by clicking on the “Submit Response” button.

- 3.10 Applicants may amend and re-submit their Response(s) at any time up to the Deadline. If so amended and re-submitted, only the last Response shall be assessed. It will not be possible for an Applicant to make amendments to its Tender after the Deadline.
- 3.11 An Applicant may check that it has successfully submitted its Response(s) by going to the 'My ITTs' screen, to view the 'Response status'. The registered email address will also receive confirmation each time the Applicant submits a Response. It is therefore important for an Applicant to ensure that any and all contact details held in the eTendering system are up to date.
- 3.12 The confirmation referred to in paragraph 3.11 above only provides an indication of whether a Response has been transmitted to the LAA and not whether the Response or the Tender is fully and correctly completed and/or will be assessed as being successful.
- 3.13 Responses are sealed. This means that the LAA is unable to access submitted Responses prior to the Deadline. Other than the automated confirmation of submission referred to in paragraph 3.11, the LAA cannot confirm receipt of a Response or Tender, nor can it confirm if a Response or Tender has been fully and correctly completed.
- 3.14 All questions marked with a red asterisk on the eTendering system are mandatory. The eTendering system will not permit an Applicant to submit its a Response(s) unless answers to those questions are provided.
- 3.15 There is a button in the eTendering system called 'check mandatory questions'. By clicking on this the eTendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.

## SECTION 4: COMPLETION AND ASSESSMENT OF AN SQ RESPONSE

### SQ Completion

- 4.1 The SQ can be found in Project 154 at ITT 869 – ‘Selection Questionnaire for HLPAS and Housing and Debt from September 2023’ in the e-Tendering system and must be completed by **all** Applicants wishing to deliver HLPAS Contract Work.
- 4.2 The SQ contains a series of questions covering the following areas:
- Section A - Organisation and contact details
  - Section B - Grounds for mandatory exclusion
  - Section C - Grounds for discretionary exclusion
  - Section D - Declarations
- 4.3 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex A.

### Section A - Organisation and contact details

- 4.4 This information may be used in the verification of the Applicant’s Tender.
- 4.5 As part of this section Applicants will be asked to provide the contact details of an individual with the appropriate status to provide responses on behalf of the Applicant when requested by the LAA.
- 4.6 Question A.5 of the SQ requires Applicants to name any individual and/or organisation who meets the conditions for being a Person of Significant Control (“**PSC**”) as set out in the question.
- 4.7 Applicants who are UK companies and Limited Liability Partnerships (“**LLPs**”) will be required to identify and record the people who own or control their company. Limited companies and LLPs will need to keep a PSC register and must file the PSC information with the central public register at Companies House in accordance with the requirements.
- 4.8 If the Applicant is not a limited company or LLP, they should answer N/A to question A.5.
- 4.9 Where the Applicant is required to provide a personal guarantee and indemnity (e.g. where it is a LLP or limited company), individuals named in response to this question will be required to sign the indemnity on behalf of the Applicant.
- 4.10 Where Applicants are limited companies or LLPs but do not meet the criteria to have a PSC register because no individual has more than 25% of shares and/or voting rights, they will still be required to provide details of individuals who will sign the personal guarantee and indemnity agreement. They should use their response to question A.5 to provide those details.

## Sections B and C – Grounds for mandatory and discretionary rejection

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

## Section D – Declaration

- 4.14 A declaration in the form set out at Section D of the SQ (see Annex A) must be provided by an individual who has sufficient authority to bind the Applicant.

## SQ Assessment

- 4.15 An SQ Response **must** be submitted by all Applicants regardless of whether they have previously submitted a SQ Response as part of any other procurement process including where the Applicant is a current 2018 Contract Holder.
- 4.16 The LAA will assess an Applicant's SQ Response in accordance with the assessment approach detailed in Annex A.
- 4.17 Subject to paragraph 4.18 below, the LAA will assess SQ Responses only on the basis of information submitted by the Applicant in its Tender. SQ Responses will be assessed on a 'pass' or 'fail' basis.
- 4.18 In respect of questions C.7, C.8 and C.9 the LAA will review its own records in assessing whether the requirements have been met. For all other questions in Section B and C of the SQ, the LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to reject an Applicant for submitting false and/or misleading information as provided at paragraphs 5.28 - 5.30 of this IFA.
- 4.19 Where the Applicant fails to provide the necessary declarations, the whole SQ Response may fail.

### **Notification of SQ outcome**

4.20 Applicants will be notified of the outcome of their Tender through the eTendering system message board.

### **Applicants who pass the SQ**

4.21 Where an Applicant's SQ Response is assessed as successful the LAA will proceed, as applicable, to assess the:

- Housing and Debt ITT Response and/or;
- HLPAS ITT Response

4.22 Responses to the Housing and Debt ITT will be assessed first. The outcome will determine whether an Applicant's HLPAS ITT Response will be assessed. Please refer to the relevant IFA for further details regarding those stages of the procurement process.

### **Applicants who do not pass the SQ**

4.23 Notifications to unsuccessful Applicants will include reasons why their SQ Response has been assessed as unsuccessful.

4.24 The sole right of appeal is set out at paragraph 5.38 of this IFA. That right of appeal applies solely where the LAA assesses the Applicant's SQ Response as unsuccessful.

4.25 Where an Applicant's SQ Response is assessed as unsuccessful the Applicant's ITT Response(s) will not be assessed unless any appeal is successful.

4.26 There is no right of appeal against the LAA's assessment of ITT Responses.

## SECTION 5: GENERAL RULES OF THIS PROCUREMENT PROCESS

### Introduction

- 5.1 This procurement process is governed by the following three IFAs and which represent a complete statement of the rules of the procurement process. These IFAs supersede all prior negotiations, representations or undertakings, whether written or oral:
- (a) The Supplemental SQ IFA; and
  - (b) The Supplemental Housing and Debt Contract Work IFA; and
  - (c) The Supplemental HLPAS Contract Work IFA.
- 5.2 'Legal services' are classified as Social and Other Specific Services to which The Public Contracts Regulations 2015 (the "Regulations") only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to the procurement of Social and Other Specific Services.
- 5.3 This IFAs and any supplementary documents issued as part of this procurement process are governed and construed in accordance with English and Welsh Law.

### Submitting a Tender

- 5.4 The Applicant agrees to comply with the rules (contained in this Section 5 and elsewhere in any of the relevant IFAs) of this procurement process, the terms of the user agreement governing the use of the LAA eTendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's SQ Response, ITT Response(s) as appropriate, or its Tender as unsuccessful.
- 5.5 The Applicant must submit a complete Tender (in accordance with paragraph 5.8) by the Deadline. For the purposes of the Deadline, the time specified on the eTendering system shall be the definitive time. An Applicant's SQ Response, ITT Response(s) or Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:
- (a) any requests by the Applicant to amend or submit a SQ Response, ITT Response(s) or Tender after the Deadline; or,
  - (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender

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

- 5.6 The Applicant must submit a complete Tender (in accordance with paragraph 5.8) using the eTendering system at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will not consider any SQ Response, ITT Response(s) or Tender submitted by the Applicant in any other form, or by any other method.

- 5.7 A Tender comprising of a Response to the SQ, at least one HLPAS ITT and, where relevant, the Housing and Debt ITT must be authorised by an individual who is authorised to make this submission on behalf of the Applicant.
- 5.8 The Applicant must submit a complete Tender (i.e. a SQ Response, a Response to at least one HLPAS ITT and, where relevant, a Response to the Housing and Debt ITT) prior to the Deadline. The Applicant must reply to every question in the SQ, HLPAS ITT and where relevant the Housing and Debt ITT, and upload all requested documentation, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information. Where an Applicant does not submit a complete Tender, their Tender will be rejected its entirety and there will be no right of appeal.
- 5.9 The Applicant may only submit one Tender (i.e. a maximum of one Response to the SQ, a Response to each relevant HLPAS ITT and, where relevant, a maximum of one Response to the Housing and Debt ITT). Where an Applicant submits more than one SQ Response, more than one Response to *each* HLPAS ITT and, where applicable, more than one Response to the Housing and Debt ITT, the LAA will assess only the last relevant Response submitted prior to the Deadline.
- 5.10 The Applicant must ensure that its Responses are fully and accurately completed. The Applicant must ensure that information provided as part of its Response(s) is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 5.11 Subject to the LAA's right to clarify at paragraph 5.25, the Applicant will not be permitted to amend or alter its Response to the SQ, HLPAS ITT and, where applicable, Housing and Debt ITT Responses after the Deadline except in the circumstances expressly permitted by the LAA, set out at paragraph 7.6 of the Housing and Debt IFA.
- 5.12 In the event of any conflict between the information, answers or responses submitted as part of any Response submitted under this procurement process, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the relevant Response or the Applicant's Tender.
- 5.13 The Applicant, by submitting a Response to the SQ, HLPAS ITT and, where applicable, the Housing and Debt ITT, warrants to the LAA that:
- (a) it has complied with all the rules and instructions applicable to this IFA and the eTendering system in all respects.
  - (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete, and accurate in all respects; and
  - (c) it has capacity to concurrently deliver all the services it has submitted a Response for.

- 5.14 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 5.15 By submitting a Tender, the Applicant agrees to be bound by the Contract without further negotiation or amendment.
- 5.16 In submitting its Tender, the Applicant acknowledges the fact that Applicants may be party to no more than one 2018 Contract. Further the Applicant acknowledges that subject to the provisions on the holding of a single Contract as referred to in this paragraph 5.16, this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct or decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.
- 5.17 The Applicant must monitor and respond as appropriate to messages received through the eTendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the eTendering system, including that outlined in paragraph 5.20 will be deemed to have been received by the Applicant at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.
- 5.18 Any FAQs published through the eTendering system in accordance with Section 2 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant FAQs documents prior to submitting a Tender.
- 5.19 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA.

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

- 5.20 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website [here](#) and notified to individual Applicants through a message on the eTendering system.
- 5.21 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 5.20 before the Deadline may be rejected.
- 5.22 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.
- 5.23 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If



contradictory information is contained in this IFA and/or associated documents, the provisions of this Section 5 will take precedence.

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

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

- 5.25 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. It will not do so where this would afford an Applicant the opportunity to improve its Tender by submitting a changed bid which would constitute a new tender. Where it does exercise its discretion to seek clarification or verification, in making its decision following receipt of an Applicant's response, the LAA will not take into account any information received which falls outside of the scope of the specific clarification or verification it is seeking.
- 5.26 Where the LAA contacts the Applicant in circumstances outlined in 5.25, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date may not be taken into account by the LAA when evaluating the Applicant's Tender.
- 5.27 The SQ and relevant ITTs request some information that the LAA requires to be able to progress the issuing of contract documentation. Where this information is not provided or is inaccurate in the Tender, the LAA may contact the Applicant for these details. If the Applicant fails to provide the accurate information requested this will not automatically result in a Tender being unsuccessful. However, this may delay the issuing of contract documentation to an Applicant who has been successful. That may prevent the Applicant from commencing and being paid for services under the 2018 Contract.

### **Right to Reject**

- 5.28 If the LAA receives information to suggest that any aspect of the Applicant's Tender is false, misleading or incorrect in any material way it may undertake such enquiries as it considers necessary to determine the accuracy of the Tender. The Applicant must assist with any such enquiries.
- 5.29 The LAA reserves the right at its absolute discretion to reject from the procurement process any Applicant for submitting:
- (a) false information; and/or
  - (b) information which misrepresents the Applicants actual position; and/or
  - (c) misleading information.
- 5.30 Paragraph 5.29 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the

Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

### **Canvassing**

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

### **Collusion**

- 5.32 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:
- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;
  - (b) Communicating to any other person any information relating to any fees or rates contained in the Applicant's Tender which will be competitively assessed as part of the procurement process, unless such communication is with a person who is a participant in the Applicant's Tender;
  - (c) Entering into any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
  - (d) Sharing, permitting or disclosing access to any information relating to its Tender.
- 5.33 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 5.32, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately reject the Applicant from any further involvement in this procurement process.

### **Award**

- 5.34 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA using the eTendering message boards for this procurement process at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon re-assessment, the Applicant's Tender is deemed to be unsuccessful or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a contract. Failure to notify the LAA

of a material change may result in rejection from the procurement process and/or termination of the contract.

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

#### **Appeal and costs and expenses of Tender**

- 5.38 Subject to paragraph 5.41 the Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the SQ Response (subject to paragraphs 5.25 – 5.26), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.
- 5.39 There is no other right of appeal, including, for example but not limited to, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.
- 5.40 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.
- 5.41 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 5.42 Appeals should be submitted using the appeals pro-forma which will be made available as part of their notification letter.
- 5.43 The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 5.44 The LAA will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 5.45 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under

no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

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

- 5.46 The LAA may share any information contained in an Applicant's Tender with the provider of the eTendering system for the purposes of administering the procurement process.
- 5.47 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 5.48 If an Applicant is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 5.49 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.
- 5.50 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 5.51 By submitting a Tender an Applicant consents and confirms that they have obtained all necessary consents from the relevant Data Subject to such Personal Data being processed and used in accordance with and/or for the purposes of administering the procurement process as contemplated by the IFA, the Tender and for the management of any Contract subsequently awarded.
- 5.52 The LAA and the Applicant anticipate that the LAA shall act as a Controller and Processor in respect of any Personal Data provided to it by the Applicant as a requirement of the Tender.
- 5.53 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, 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 Laws and shall not disclose, transfer or otherwise process Personal Data outside the UK without the prior written agreement of the LAA; and

- (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents are revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.
- 5.54 The Applicant agrees that it shall notify the LAA immediately if any Data Subject revokes, withdraws and/or changes their consent to the disclosure of the Personal Data to the LAA in connection with the Tender.
- 5.55 The LAA shall implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed on the LAA by the Security Requirements.
- 5.56 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.
- 5.57 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.
- 5.58 Following completion of this procurement process, the LAA will retain copies of the Tender in accordance with the LAA's retention policy.

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

- 5.59 The information contained in this IFA is subject to Crown Copyright. Applicants may, subject to paragraph 5.60, re-use this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, complete the online enquiry form: <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>
- 5.60 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of HLPAS and Housing and Debt Services in England and Wales from September 2023 Selection Questionnaire Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v1.0."

## ANNEX A: SELECTION QUESTIONNAIRE

### Section A – organisation and contact details

Note	<b>All Applicants must submit a response to this SQ, regardless of whether they have previously submitted a SQ Response as part of any other procurement process. Applicants must ensure that they also complete and submit a response to ITT_870 - Housing and Debt Services from September 2023 Invitation to Tender and/or ITT_872 - 883 - HLPAS Area Contract Work Invitation to Tender, as applicable.</b>	
Note	<p>Before submitting your SQ Response, please carefully read the HLPAS IFA and if applicable, the Housing and Debt IFA. This can be downloaded from the 'Buyer Attachments' section at the top of this page. The HLPAS IFA and the Housing and Debt IFA gives information about the procurement process, including how to complete a Tender.</p> <p>When completing your SQ Response you should save your work regularly.</p> <p>If you are logged onto the eTendering system but do not use it for 15 minutes, the eTendering system will notify you through a 'pop up'. So that you can see this and click the 'Refresh' link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the eTendering system and do not lose any unsaved information.</p> <p>Do not use the 'Back' or 'Forward' buttons on your browser; you could potentially lose your work. Please use the links on the eTendering system to navigate.</p>	
<b>No.</b>	<b>Question</b>	<b>Response options and assessment</b>
A.1	Full name of Applicant including trading name(s) that will be used if successful in this procurement process	Free text
A.2.i	Registered or head /main office address  Where the Applicant does not yet have a registered or head/main office, please enter “N/A”	Free text
A.2.ii	Postcode of registered or head/main office address	Free text

	Where the Applicant does not yet have a registered or head/main office, please enter "N/A"	
A.3	<p>LAA Account Number for registered or head/main office</p> <p>LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation (where applicable).</p> <p>Where the Applicant does not currently have an LAA Account Number for this office, please enter "N/A"</p>	Free text
A.4.i	Intended trading status	<p>Options list</p> <ul style="list-style-type: none"> <li>a) Public limited company</li> <li>b) Limited company</li> <li>c) Limited liability partnership</li> <li>d) Other partnership</li> <li>e) Sole trader</li> <li>f) Third sector</li> <li>g) Other</li> </ul>
A.4.ii	If you answered "Other" to question A.4.i, please explain your trading status	Free text
A.4.iii	Will the Applicant be delivering the Contract Work as an Alternative Business Structure?	<p>Options list:</p> <ul style="list-style-type: none"> <li>i) Yes</li> <li>ii) No</li> </ul>
A.4.iv	Date of incorporation with Companies House or registration with Charity Commission for England and Wales	Free text

	Where the Applicant does not yet have a registered trading status, please enter "N/A"	
A.4.v	Company or LLP registration number (if applicable) If this does not apply to the Applicant, please answer "N/A"	Free text
A.4vi	Charity registration number (if applicable) If this does not apply to the Applicant, please answer "N/A"	Free text
A.5	<p>Details of PSC, where appropriate:</p> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>- Country, state or part of the UK where the PSC usually lives;</li> <li>- Service address;</li> <li>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>- Which conditions for being a PSC are met; <ul style="list-style-type: none"> <li>• Over 25% up to (and including) 50%,</li> <li>• More than 50% and less than 75%,</li> <li>• 75% or more.</li> </ul> </li> </ul> <p>Please enter N/A if not applicable.</p>	Free text



	<p>Where the Applicant is required to provide a personal guarantee and Indemnity (e.g. where it is a LLP or limited company), individuals named in response to this question will be required to sign the indemnity on behalf of the Applicant.</p> <p>Where Applicants are companies or LLPs but do not meet the criteria to have a PSC register because none of the owners have more than 25% of shares and/or voting rights, they will still be required to provide details of individuals who will sign the personal guarantee and indemnity agreement. They should use their response to question A.5 to provide those details.</p>	
A.6.i	<p>Predecessor bodies – has the Applicant been subject to any change to its status in the five years preceding the date of its Selection Questionnaire Response submission? This may include (but is not limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership.</p>	<p>Options list:</p> <p>i) Yes</p> <p>ii) No</p>
A.6.ii	<p>If you answered “Yes” to question A.6.i, please provide details of all status changes in this time period.</p>	<p>Free text</p>
A.7	<p>Details of immediate parent company.</p> <p>Please list any individual and/or organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders).</p> <p>In your response please include:</p> <ul style="list-style-type: none"> <li>- Full name of the parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> </ul>	<p>Free text</p>

	<p>- Head office VAT number (if applicable)</p> <p>If the Applicant does not have a parent company, please answer “N/A”</p> <p>Parent companies may be required to provide a parent company guarantee upon request.</p>	
A.8	<p>Details of ultimate owners.</p> <p>Where different from the immediate parent company please list any individual and/or organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders)</p> <p>In your response please include:</p> <ul style="list-style-type: none"> <li>- Full name of the ultimate owner(s)</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>If the Applicant does not have an ultimate owner, please answer “N/A”</p> <p>Ultimate owners may be required to provide a parent company guarantee upon request.</p>	Free text
A.9.i	<p>Does the Applicant currently hold the appropriate authorisation to provide Contract Work from one of the Relevant Professional Bodies?</p> <p>Where, in accordance with the Legal Services Act 2007, the Applicant is able to deliver reserved legal services without authorisation from a Relevant Professional Body, please answer “(iii) N/A, exempt”</p> <p>Where the Applicant answers “(ii) No, not currently authorised” they must obtain authorisation from a Relevant Professional Body by the deadline stipulated in the IFA.</p>	<p>Options list:</p> <ul style="list-style-type: none"> <li>i) Yes, currently authorised (answer questions A.9.ii and A.9.iii)</li> <li>ii) No, not currently authorised (answer question A.10)</li> <li>iii) N/A, exempt (answer question A.10)</li> </ul>

A.9.ii	If the Applicant has answered “Yes” to A.9., which Relevant Professional Body is the Applicant authorised by?	Options list: i) Solicitors Regulation Authority ii) Bar Standards Board iii) CILEx Regulation
A.9.iii	If the Applicant has answered “Yes” to A.9.i please provide the authorisation number/reference	Free text
A.10	Please state whether your organisation falls into one of the following categories;	Options List a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual d) None of the above
A.11	Are you a Small, Medium or Micro Enterprise (SME)? <sup>1</sup>	Options list: i) Yes ii) No
NOTE	By providing the details below, the individual consents to their personal details being held by the Legal Aid Agency.	
A.12	Contact details for the purposes of this procurement process – contact name and role within the Applicant	Free text
A.13	Contact address and postcode	Free text
A.14	Contact email address	Free text

<sup>1</sup> 5 See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/smedefinition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/smedefinition_en)

A.15	Contact telephone number	Free text
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**Section B – grounds for mandatory rejection**

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

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

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

B.2	<p>Within the past five years has the Applicant or any of its Key Personnel been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), to be in breach of obligations related to the payment of tax or social security contributions?</p> <p>Please note that if the Applicant is a new organisation which does not yet have obligations relating to payment of social security and taxes, it should still answer the question above in relation to its Key Personnel.</p>	<p>Yes (Fail, subject to information in B.2(a) – (f))</p> <p>No (Pass)</p>
	If the Applicant has answered “Yes” to question B.2, it must give details by answering questions B.2(a)– (f) below.	
B.2(a)	Please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”	Free text
B.2(b)	Please explain what the obligations were, which the Applicant or any of its Key Personnel has failed to meet, including the name of the social security contribution or tax, the date(s) it fell due and the date of the binding decision referred to in B.2 above.	Free text
B.2(c)	Please confirm that you have paid the outstanding sum (including the date paid in full) or give the value of unmet obligation(s)	Free text
B.2(d)	If the social security contribution or tax relates to the Applicant, please confirm the percentage value of the unmet obligation(s) of the Applicant’s annual turnover. If the social security contribution or tax relates to Key Personnel, please enter "N/A".	Free text
B.2(e)	<p>Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable:</p> <ul style="list-style-type: none"> <li>- the date the agreement was made; and</li> <li>- any accrued interest and/or fines; and</li> <li>- the date by which the amount(s) were or will be repaid.</li> </ul> <p>If no agreement is in place, please enter “No agreement”</p>	Free text
B.2(f)	Please attach evidence of the binding agreement reached, where appropriate. Where you do not have evidence of a binding agreement there is no need to attach a document.	Attachment

### Section C – grounds for discretionary rejection

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

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

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

	<p>The detailed grounds for discretionary rejection of an organisation are set out on the following webpage, which should be referred to before completing these questions:  <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</a></p> <p>Unless a different time period is specified in any question, please indicate if, within the past three years, anywhere in the world any of the following situations have applied to the Applicant or any of its Key Personnel.</p>	
C.1	<p>Has the Applicant or any of its Key Personnel been found in breach of or being investigated in relation to the potential breach of; environmental obligations, social obligations and/or labour law obligations, as amended from time to time; including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• In the last three years, where the organisation or any of its Key Personnel has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body);</li> </ul>	<p>Yes (discretionary fail)  No (pass)</p>

	<ul style="list-style-type: none"> <li>• In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination;</li> <li>• In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation;</li> <li>• In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK);</li> <li>• In the last three years, where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;</li> <li>• In the last three years, where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;</li> <li>• In the last three years, where the organisation has been in breach of the National Minimum Wage Act 1998.</li> </ul>	
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.1 it must give details by answering questions C.1(a) - (d) below.	
C.1(a)	Please give details about the nature of the event(s) leading to this breach(es)  For the avoidance of doubt, where Applicants need to provide details relating to multiple breaches, information should be provided for each instance.	Free text
C.1(b)	Please give details about the nature of the breach(es) and any sanction applied	Free text
C.1(c)	Please give the date when the breach(es) occurred	Free text
C.1(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a breach	Free text
C.2	Is/has the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation (been): <ul style="list-style-type: none"> <li>• Bankrupt or a petition is presented or order made for bankruptcy; or</li> </ul>	Yes (discretionary fail)



	<ul style="list-style-type: none"> <li>• the subject of insolvency; or</li> <li>• the subject of winding-up proceedings or is aware that winding up proceedings are to be issued, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended; or</li> <li>• unable to pay debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or</li> <li>• entered into a pre-pack administration arrangement or where a receiver, or similar officer is appointed over the whole or any part of the Applicant’s assets or a person becomes entitled to appoint a receiver, or similar officers over the whole or any part of its assets; or</li> <li>• entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA); or</li> <li>• Issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date?</li> <li>• notified by the LAA of liabilities owing under contingent liability legal aid contracts, such as Unrecouped Payments on Account?</li> </ul>	No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions as appropriate below.	
C.2(a)	Please select all of the events which apply to the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation	Multiple options list (please select all that apply): i) Bankruptcy (Answer C.2 (b) (i) – (iii)) ii) the subject of insolvency (Answer C.2 (c) (i) – (iii)) iii) the subject of winding-up proceedings, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended (Answer C.2 (d) (i) – (iii))

		<p>iv) entered into a pre-pack administration arrangement (Answer C.2 (e) (i) – (x))</p> <p>v) entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of an IVA or Company CVA (Answer C.2 (f) (i) – (xii))</p> <p>vi) Issued with a CCJ under which liabilities will not be discharged by the Contract Start Date? (Answer C.2 (g) (i) – (v))</p> <p>vii) been notified by the LAA of liabilities owing under legal aid contingent liability contracts, such as Unrecouped Payments on Account (answer C.2 (h) (i) – (vi))</p>
C.2(b)(i)	<p>Please give the name and position of the person(s) to whom bankruptcy applies and set out:</p> <ul style="list-style-type: none"> <li>• whether the individual is a member of Key Personnel of the Applicant;</li> <li>• whether the individual was a member of Key Personnel of any of the Applicant’s predecessor bodies;</li> <li>• whether the individual was a member of Key Personnel at a previous organisation at the time that the bankruptcy took place.</li> </ul> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple bankruptcies, information should be provided for each instance.</p>	Free text

C.2(b)(ii)	Please give details about each situation set out in your response to question C.2(b)(i), including the amount of money involved and the date(s) when the issue(s) arose.	Free text
C.2(b)(iii)	Please give details about: <ul style="list-style-type: none"> <li>any measures the Applicant has taken to ensure that the situation(s) are resolved</li> <li>the current position on repayments including the date by which the amount will be repaid and/or</li> <li>whether the bankruptcy(ies) has/have been discharged.</li> </ul>	Free text
C.2(c)(i)	Please confirm whether the insolvency applies to: <ul style="list-style-type: none"> <li>the Applicant;</li> <li>any of its predecessor bodies;</li> <li>an individual who is a member of Key Personnel of the Applicant;</li> <li>an individual who was a member of Key Personnel of any of its predecessor bodies.</li> </ul> <p>Where any part of your response relates to an individual please give the name and position of the person(s) to whom the insolvency relates.</p> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple insolvencies, information should be provided for each instance.</p>	Free text
C.2(c)(ii)	Please give details about each situation set out in your response to question C.2(c)(i), including the date(s) when the issue(s) arose.	Free text
C.2(c)(iii)	Please give details about: <ul style="list-style-type: none"> <li>any measures the Applicant has taken to ensure that the situation(s) are resolved</li> <li>the current position with creditors, including any agreement on repayments and the date by which the amount will be repaid</li> </ul>	Free text

C.2(d)(i)	<p>Please confirm if the winding-up proceedings and/or inability to pay debts within the meaning of section 268 of the Insolvency Act 1986 apply to:</p> <ul style="list-style-type: none"> <li>• the Applicant;</li> <li>• any of its predecessor bodies</li> </ul> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple winding up proceedings, information should be provided for each instance.</p>	
C.2(d)(ii)	<p>Please give details about each situation set out in your response to question C.2(d)(i), including the date(s) when the issue(s) arose.</p>	Free text
C.2(d)(iii)	<p>Please give details about:</p> <ul style="list-style-type: none"> <li>• any measures the Applicant has taken to ensure that the situation(s) are resolved</li> <li>• the outcome of any proceedings</li> </ul>	Free text
C.2(e)(i)	<p>Please confirm if the pre-pack administration arrangement was entered into by:</p> <ul style="list-style-type: none"> <li>• the Applicant;</li> <li>• any of its predecessor bodies</li> </ul> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple pre-pack agreements, information should be provided for each instance.</p>	Free text
C.2(e)(ii)	<p>Please give details about each situation set out in your response to question C.2(e)(i), including the date(s) when agreements were reached.</p>	Free text
C.2(e)(iii)	<p>Please outline the agreement reached. In particular your response should set out the terms of the agreement in relation to the liabilities owed by the organisation subject to the pre-pack arrangement and when they would be repaid</p>	Free text

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

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

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

C.2(f)(xii)	<p>Where the Applicant has answered “No” to C2(f)(xi), please provide details of:</p> <ul style="list-style-type: none"> <li>- the type of liability owing (which tax or social security contribution); and</li> <li>- to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and</li> <li>- the amount of the outstanding liability; and</li> <li>- the date on which the amount became due; and</li> <li>- whether there is a binding agreement in place to repay the amount.</li> </ul>	Free text
C.2(g)(i)	<p>Please confirm whether the CCJ(s) applies to:</p> <ul style="list-style-type: none"> <li>• a member of Key Personnel of the Applicant;</li> <li>• a member of Key Personnel of any of the Applicant’s predecessor bodies;</li> <li>• a member of Key Personnel at a previous organisation;</li> <li>• the Applicant;</li> </ul> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple events, information should be provided for each instance.</p>	Free text
C.2(g)(ii)	Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued	Free text
C.2(g)(iii)	Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued	Free text
C.2(g)(iv)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text



C.2(g)(v)	Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future	Free text
C.2(h)(i)	<p>Please confirm whether the event(s) applies to:</p> <ul style="list-style-type: none"> <li>• the Applicant;</li> <li>• any of the Applicant's predecessor bodies</li> </ul> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple events, information should be provided for each instance.</p>	Free Text
C.2(h)(ii)	Please provide the name of the entity(ities) which owes the liability	Free Text
C.2(h)(iii)	Please provide the LAA Account Number(s) under which liabilities are owed	Free Text
C.2(h)(iv)	<p>Please provide the value of the liabilities owed</p> <p>Please note the LAA may check its own records to confirm if there are liabilities outstanding under contingent liability contracts relating to the Applicant and/or any of its Predecessor Bodies.</p>	
C.2(h)(v)	Please provide details of the circumstances which led to the liabilities remaining outstanding, including when the liabilities became due	Free Text
C.2(h)(vi)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text
C.3	Has the Applicant or any of its Key Personnel been found guilty of grave professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee?	<p>Yes (discretionary fail)</p> <p>No (pass)</p>
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (e) below.	Free text

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

C.5	Is the Applicant or any of its Key Personnel aware of any conflict of interest within the meaning of Regulation 24 of the Public Contracts Regulations 2015 due to the participation in the procurement procedure or been involved in the preparation of the procurement procedure?	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.5, it must give details by answering question C.5(a) below.	Free text
C.5(a)	Please describe the nature of the conflict, including how this might be perceived to compromise the Applicant’s impartiality and independence in the context of the procurement procedure.	Free text
C.6	Has the Applicant or any of its Key Personnel shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract (other than with the LAA), a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?  The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation that has had a contract terminated (other than by the LAA) within the last three years.	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.6, it must give details by answering questions C.6(a) - (h) below.	
C.6(a)	Please give the name of the organisation with whom this contract was held	Free text
C.6(b)	Please give the date on which this contract commenced	Free text
C.6(c)	Please give the value of the contract and the time period for which the full contract was due to run	Free text
C.6(d)	Please confirm the nature of the sanction that was applied	Free text
C.6(e)	Please give the date when the early termination/damages/comparable sanction took effect	Free text
C.6(f)	If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination relates. If the termination relates to the Applicant, please answer "Relates to Applicant"	Free text

C.6(g)	Please confirm the reason for the early termination/damages/comparable sanction	Free text
C.6(h)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/damages/comparable sanction	Free text
C.7	<p>Has the Applicant or any of its Key Personnel had any contract with the LAA terminated in whole or in part within the last five years (not restricted to civil contracts), or is it currently in receipt of a notice to terminate?</p> <p>The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation which has had a contract with the LAA terminated in whole or in part within the last five years or is currently in receipt of a notice to terminate.</p> <p>For the avoidance of doubt, do not answer “Yes” if the termination was by the LAA in accordance with its “no fault” termination rights.</p>	<p>Yes (discretionary fail)</p> <p>No (Pass)</p>
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.7, it must give details by answering questions C.7(a) - (f) below.	
C.7(a)	<p>Please indicate whether the Applicant’s termination or notice to terminate relates to the whole contract or a particular Class of Work and/or Category of Law.</p> <p>If the termination relates to a particular Class of Work/ 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 the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to the Applicant, please answer "Relates to Applicant"	Free text
C.7(d)	Please confirm the reason for the termination/notice to terminate	Free text
C.7(e)	If the Applicant has received a notice to terminate, please set out the steps taken in relation to this and at what stage the Applicant is in any appeal process. If the appeal process has concluded, or the Applicant chose not to appeal, please confirm the outcome of the appeal or that the Applicant chose not to appeal, as appropriate.	Free text

C.7(f)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination	Free text
C.8	Has the Applicant or another organisation which employed or engaged any of the Applicant's Key Personnel at the time, in the last 5 years, received a 'Below Competence' (4) or 'Failure in Performance' (5) rating at Peer Review in the Housing and Debt Categories of Law that resulted in a decision of termination by the LAA?	Yes (discretionary fail)  No (Pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.8, you must give details by answering questions C.8(a) - (c) below.	
C.8(a)	Please confirm the adverse Peer Review rating(s) received in relation to the Housing and Debt Categories of Law. Where you have received more than one adverse Peer Review rating, please provide details of each rating.	Free text
C.8(b)	Please give the date(s) when you were notified of the relevant Peer Review rating(s).	Free text
C.8(c)	Please give the date when any notification of termination was issued.	Free text
C.9	Has anyone in your organisation received notification from the LAA that they may not conduct publicly funded work under an LAA Contract?  For the avoidance of doubt this includes any Civil, Crime, VHCC, CLA, HPCDS or Individual Case Contract.  Any individual who has received notification from the LAA that they may not conduct publicly funded work under an LAA Contract may not conduct publicly funded work under the 2018 Contract.  Where that individual is a member of your Key Personnel, the Applicant may be rejected from the procurement process, subject to an assessment of the questions below	Yes (discretionary fail)  No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, you must give details by answering questions C.9(a) - (h) below.	

C.9(a)	Please provide the full name(s) of the individual(s) who have been notified that they may not conduct publicly funded work under an LAA contract	Free text
C.9 (b)	Is/are the individual(s) a member of Key Personnel?	Option: Yes No
C.9(c)	Please confirm the job title(s) of the individual(s) who has/have been notified that they may not conduct publicly funded work under an LAA contract	Free text
C.9(d)	Please provide the date on which the individual(s) was/were notified	Free text
C.9(e)	Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract.	Free text
C.9(f)	Please provide a copy of the letter sent by the LAA informing the Applicant/individual(s) of this restriction	Attachment
C.9(g)	What action has the Applicant undertaken to ensure that the individual does not conduct publicly funded work under an LAA contract?	Free text
C.9(h)	What action has the Applicant and/or individual undertaken to ensure that the events which led to the individual being excluded from conducting publicly funded work under an LAA contract do not occur again?	Free text
	<b>Please answer the following statements:</b>	
C.10	The Applicant:  (i) is/has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for rejection or the fulfilment of the selection criteria; or  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015	Yes (discretionary fail)  No (pass)

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

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



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

### Section D – Declaration

I give my undertaking that I am an individual who is authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct.

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

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

	Question	Response Type
D.1	Name of the individual making declaration on behalf of the Applicant	Free text
D.2	Status within the Applicant	Free text

## ANNEX B - GLOSSARY

Term	Description
2018 Standard Civil Contract or 2018 Contract	Contract Work awarded under this procurement process will be undertaken in accordance with the 2018 Standard Civil Contract. Contract documentation can be found at: <a href="https://www.gov.uk/government/publications/standard-civil-contract-2018">https://www.gov.uk/government/publications/standard-civil-contract-2018</a>
Additional Office Information Form	The form Applicants must submit with their Housing and Debt ITT Response where they wish to deliver Contract Work from more than the number of Offices that are catered for in the eTendering system. This form can be found in the 'buyer attachments' section of the ITT.
Adobe Sign	A cloud-based e-signature service that allows the user to send, sign, track, and manage signature processes using a browser or mobile device.
Agent(s)	An individual or organisation (other than Counsel) engaged by you to undertake Contract Work in accordance with the provisions of the Contract
Applicant(s)	A single legal entity (including an individual) Tendering to deliver the advertised services.
Authorised Litigator	An individual who conducts litigation services as an authorised person in accordance with the Legal Services Act 2007
Bar Standards Board (BSB)	Bar Standards Board; a Relevant Professional Body
Category, Categories or Categories of Law	The category or categories of law, which are publicly funded legal services being tendered for under this procurement process, the definitions of which are set out in the Category Definitions 2018
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Contract Period	The period from the Contract Start Date to 31 August 2024
Contract Specification or Specification	Services that may be performed for clients as specified in the Schedule(s) and the Specification under or by virtue of the Civil Contracts covered by this procurement process.
Contract Start Date	The date from which the Provider must deliver the Contract Work, being 1 September 2023
Contract Work	The work that you may perform for Clients in the Category or Categories of Law and/or Class(es) of Work specified in your Schedule(s) and the Specification under, or by virtue of, the Contract
Controlled Work and Administration (CWA)	A digital billing service that contains all contracted organisations contracts and schedules
Controlled Work	As defined in Section 1 of the Specification and regulation 2 of the Procedure Regulations
Crown Copyright	As defined under section 163 of the Copyright, Designs and Patents Act 1988
Data Protection Legislation	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the UK GDPR; and (b) any code of practice or guidance published by the ICO from time to time.
Data Subject	As defined in the UK GDPR
Deadline	The deadline to submit a Tender under this process which is 12pm, 28 April 2023
Early Legal Advice	As described in Paragraph 10.33 of the Specification

eTendering system	The LAA's secure internet site at <a href="http://www.legalaid.bravosolution.co.uk">www.legalaid.bravosolution.co.uk</a> through which Tenders and the procurement process as a whole are managed.
Executive Agency	A body tasked with carrying out executive functions within government
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'.
Final Score	The score (out of a maximum of 100) achieved by an Applicant following the assessment of the Technical Envelope
Full Time Equivalent (FTE)	The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example the following working pattern would represent on Full Time Equivalent: <ul style="list-style-type: none"> <li>- Person A – 20 hours per week</li> <li>- Person B - 10 hours per week</li> <li>- Person C – 5 hours per week</li> </ul> <p>One FTE is based on a 35 hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week</p>
Housing and Debt	As set out in the 'Category Definitions 2018' guide published on our website
Housing and Debt Contract Work	Services to be delivered under a legal aid contract in accordance with the requirements of the Contract
Housing Possession Court Duty Scheme	The Housing Possession Court Duty Scheme currently operating under and in accordance with the requirements of the HPCDS Contract.
Housing and Debt Invitation to Tender (Housing and Debt ITT)	The ITT for Applicants to respond to if they wish to deliver Housing and Debt Contract Work
Housing Loss Prevention Advice Service (HLPAS)	The service set out in section 10 of the Specification
Housing Loss Prevention Advice Service Invitation to Tender (HLPAS ITT)	The ITT for a HLPAS Schedule
HLPAS Contract Work	HLPAS Contract Work undertaken in accordance with section 10 of the Specification
HLPAS Guides	Details of the courts contained within a HLPAS Area and historic data relating to the volumes of listings and HPCDS cases claimed
HLPAS Manager	A nominated individual member of your personnel who is responsible for the overall management of the HLPAS
HLPAS Schedule(s)	The document of that name incorporated within a 2018 Contract which includes an authority for a Provider to perform HLPAS Contract Work in a HLPAS area.
Individual HLPAS Bid	A bid for HLPAS Contract Work in a particular HLPAS area
Individual Housing and Debt Bid	A bid for Housing and Debt Contract Work from a particular Office.
Information for Applicants (IFA)	This Information for Applicants document (in its entirety)
Invitation to Tender	Part of the procurement process containing Contract Work-specific requirements
Key Personnel	Any person who has or is held out as having either expressly or impliedly, (or will have by the Contract Start Date) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers and who are employed by the Applicant. This includes Persons with Significant Control
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012

Legal Aid Agency (LAA)	The Executive Agency of the Ministry of Justice that from 1 April 2013 has been responsible for the administration of legal aid (including this procurement process)
Legal Aid Legislation	The Legal Aid, Sentencing and Punishment of Offenders Act 2012 and statutory instruments made under it that are relevant to the 2018 Civil Contract
Licensed Work	Has the meaning given in Regulation 2 of the Procedure Regulation.
Mandatory Attachment	As set out in paragraph 6.16 of the HLPAS IFA
Matter Start or Matter	A Controlled Work case as defined at Section 1 of the Specification
Miscellaneous	Publicly funded face to face advice and representation to clients in the Miscellaneous Category of Law as defined in the Category Definitions 2018 document
New Entrants	Organisations who do not currently hold a 2018 Contract
Office	As defined at paragraph 2.32 of the Specification
Part Time Equivalent (PTE)	The equivalent of an individual working 17.5 hours a week during business hours excluding breaks  One PTE is based on a 35-hour working week (i.e. half of one FTE). Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week.
Permanent Presence	As defined at 2.34 - 2.35 of the Specification
Persons with Significant Control (PSC)	A person who owns or controls an organisation, sometimes called 'beneficial owners'
Personal Data	As defined in the UK GDPR
Processor	As defined in the UK GDPR
Procurement Area	A geographical area in which the LAA will procure Contract Work.
Provider(s)	A party to a contract with the LAA in respect of the provision of Legal Aid.
Proximity Award Criterion	Part of the assessment of HLPAS ITT Responses, which awards points based on whether an Applicant's Office is based within a corresponding or neighbouring Housing and Debt Procurement Area for the HLPAS area bid for
Quality Award Criteria	The Award Criteria against which the Applicant's responses in the Technical Envelope will be assessed
Quality Standard	The LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard (Lexcel).
Response(s)	An Applicants response to:  1. the SQ 2. the HLPAS ITT; and where applicable 3. the Housing and Debt ITT
Security Requirements	The requirements regarding security of the Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2))
Selection Questionnaire (SQ)	The Selection Questionnaire for this procurement process
Sheltered Workshop	A place of work specially designed to provide a safe environment for disabled people
Small, Medium or Micro Enterprise or SME	A business which meets two of the following three criteria: <ul style="list-style-type: none"> <li>• A turnover of no more than £36 million</li> <li>• No more than 250 employees</li> </ul>

	<ul style="list-style-type: none"> <li>Gross assets (balance sheet total) of no more than £18 million</li> </ul>
Specialist Quality Mark (SQM)	The LAA's legal practice quality mark which is a relevant Quality Standard
SQM Audit Provider	The SQM Delivery Partnership or Recognising Excellence Limited
SQM Certificate	Certification issued by the SQM Audit Provider evidencing that an entity holds the SQM Quality Standard
SRA	Solicitors Regulation Authority; a Relevant Professional Body
Staff Organogram	As set out in paragraph 6.17 of the HLPAS IFA
Supervisor	Any person employed by the Applicant who meets the Supervisor Standard set out in the Specification in the Housing and Debt Categories of Law, and who will be actively supervising the Contract Work tendered for.
Supervisor Declaration Form	A form setting out how the Applicant's Supervisor(s) meets the Supervisor Standard in the Housing and Debt Categories of Law. Forms are available to download from <a href="https://www.gov.uk/government/publications/standard-civil-contract-2018">https://www.gov.uk/government/publications/standard-civil-contract-2018</a>
Technical Envelope	The section in the eTendering system where Applicants submit responses to the Quality Award Criteria and Proximity Award Criterion
Tender(s)	<p>An Applicant's complete response to this procurement process. This must consist of a Response to:</p> <ol style="list-style-type: none"> <li>the Selection Questionnaire; and</li> <li>at least one Housing Loss Prevention Advice Service Invitation to Tender; and where applicable</li> <li>the Housing and Debt Invitation to Tender</li> </ol>
Voluntary Community Social Enterprise (VCSE)	<p>An incorporated voluntary, community or social enterprise organisation which serves communities solely within England and which is either:</p> <p>(a) a charity, Community Interest Company or Community Benefit Society, registered with the relevant registry body; or</p> <p>(b) an unregulated organisation.</p>