



Legal Aid
Agency

**Procurement of Housing and Debt Services in England and Wales from
October 2023
Invitation To Tender Information for Applicants**

Introduction

The Legal Aid Agency (“**LAA**”) has identified the need to increase access to legal aid Housing and Debt Services in the **Walsall** Housing and Debt Procurement area. Accordingly, it is inviting Applicants to submit a Tender to deliver housing and Debt services in Walsall.

The LAA is seeking to award 2018 Standard Civil Contracts (also referred to in this document as a “**Face to Face Contract**”) in the Housing and Debt Categories of Law in the Walsall Procurement Area I to any Applicant who meets the generic minimum requirements (set out in paragraph 2.6) and the Housing and Debt minimum requirements of:

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

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

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

The Deadline for submitting Tenders is 5pm on 4 September 2023 (“Deadline”)
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All Applicants submitting a Tender must submit a response to:

- I. the Selection Questionnaire (“**SQ**” or “**SQ Response**”);

plus a response to:

- II. the Housing and Debt Invitation to Tender (ITT) (“**Housing and Debt ITT Response**”);

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

A Tender consists of a response to the SQ and a Housing and Debt ITT Response.

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

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

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

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

Timetable

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

Activity	Timescale
Procurement process opens	2 August 2023
Deadline for questions about this IFA	23:59 on 16 August 2023
‘Frequently Asked Questions’ document published (if required)	Week commencing 16 August 2023
Deadline for submission of Tenders	5pm on 4 September 2023
Outcome of Tenders notified to Applicants	Week commencing 4 September 2023
Deadline to submit compliant verification information	23.59 on 21 September 2023
Contract Start Date	1 October 2023

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SECTION 1: OVERVIEW

About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is **5pm on 4 September 2023**. All Tenders must be completed and submitted using the eTendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

What are Applicants tendering for?

- 1.3 Through this procurement process the LAA is offering 2018 Standard Civil Contracts with authorisation in Housing and Debt.
- 1.4 The LAA will award Face to Face Contracts to deliver face to face legal advice and representation in the Housing and Debt Categories of Law in the **Walsall** Procurement Area.
- 1.5 The LAA is looking for Applicants who can start delivering Contract Work as quickly as possible. Applicants will be required to state in their Tender when they can start delivering Contract Work from each Office from which they are bidding. Contracts will run until 31 August 2024 (subject to the LAA's rights of early termination).
- 1.6 Applicants should refer to the Category Definitions 2018 for detail on the scope of work included in the Housing and Debt Categories of Law.
- 1.7 There is no limit to the number of Face to Face Contracts that may be awarded. Organisations that meet the LAA's minimum requirements to hold a Face to Face Contract (the SQ requirements) and who can meet the relevant general and Category-specific requirements set out in this IFA will be awarded a Face to Face Contract.

Who can bid?

- 1.8 Any organisation who meets the minimum contract requirements may tender to deliver Housing and Debt face to face Services.

- 1.9 The minimum requirements to hold a 2018 Standard Civil Contract with authorisation in Housing and Debt are set out in paragraphs 2.6 – 2.33.
- 1.10 For the award of Contracts in the Procurement Areas listed at paragraph 1.4 only the LAA will vary the presence requirements. Applicants will therefore be required to have an Office in the Procurement Area that is either a Permanent Presence or a Part Time Presence.

About the Housing and Debt Face to Face Contract

- 1.11 The Face to Face Contract will start on 1 October 2023 (the Contract Start Date) (or the date on which the Applicant states they can start delivering services in their bid) and will run until 31 August 2024 (subject to the LAA's rights of early termination).
- 1.12 Each Face to Face Contract consists of and is formed by the following parts:
- Contract for Signature;
 - 2018 Standard Terms (applicable to all contracts irrespective of the specific services to be provided);
 - Specification (governs how work must be delivered and includes the key performance indicators that Providers must meet. There are two parts to the Specification – the General Specification which applies to all services under the Face to Face Contract, except Family Mediation, and the Category Specific Specifications which apply to individual Categories);
 - Schedules (set out the Categories of Law a Provider is authorised to undertake work in, the volume of work and any bespoke terms relevant to the delivery of Services at a particular Office location); and
 - Category Definitions (set out the scope of work permitted in each Category of Law).
- 1.13 Face to Face Contract documentation, is available on the LAA's website: <https://www.gov.uk/government/publications/standard-civil-contract-2018>.
- 1.14 Please note that the Contract for Signature for successful Applicants who do not currently hold a 2018 Standard Civil Contract will be amended so that recital A refers to the date on which this IFA was published and, at Clause 2.1, the Contract Start Date will be expressed as being the date on which the Applicant states they can start delivering services in their bid and the Contract Period defined as the period from the Contract Start Date to 31 August 2024.
- 1.15 Applicants may be party to no more than one 2018 Standard Civil Contract. Therefore, if an Applicant who already holds a 2018 Standard Civil Contract successfully bids for Contract Work available through this procurement process

the award of Contract Work will be made through their existing 2018 Standard Civil Contract, either through a new Schedule or through an amendment to an existing Schedule.

- 1.16 Under the 2018 Standard Civil Contract organisations have one or more Schedules (i.e. one Schedule for each Office). Each Schedule details the Contract Work (including Categories of Law and Matter Start allocations) authorised at the Office. Where an Applicant has tendered through this procurement process from an Office for which they already have a Schedule, Contract Work awarded through this procurement process will be added to their Contract through an amendment to that existing Schedule. Where an Applicant has tendered through this procurement process from an Office for which they don't already have a Schedule, a new Schedule for that Office will be added to their 2018 Standard Civil Contract. Where an Applicant has tendered from an Office which meets the definition of a Part Time Presence, their Schedule will be amended to reflect this.
- 1.17 Housing and Debt Contract Work is divided into two broad areas:
- Controlled Work: generally basic levels of advice and assistance prior to issue of proceedings; and
 - Licensed Work: generally representation – issue and conduct of proceedings and advocacy.
- 1.18 Controlled Work cases are known as 'Matters' or 'Matter Starts'. Controlled Work permits Providers with available Matter Starts to assist clients directly without prior authority from the LAA.
- 1.19 There is no limit to the volume of Licensed Work that a Provider may undertake. However, funding applications must be submitted to the LAA for each Licensed Work case.
- 1.20 Whilst the LAA may allocate a certain volume of Matter Starts to Providers, no guarantee is provided in relation to the volume or value of work which individual Providers will receive/be paid for under any Face to Face Contract. Services are provided under open market conditions and clients are free to choose from those Providers holding a Face to Face Contract.

Payment

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

About Housing and Debt Face to Face Contract Work

- 1.22 Contract Work is delivered at individual Offices. An Applicant must detail in its Tender the Contract Work that it is tendering to deliver from each Office. A Tender to deliver Contract Work in the Housing and Debt Categories of Law from a particular Office is known as an “Individual Bid”. Consequently, the Tender of an Applicant wishing to deliver Contract Work from multiple Offices will contain an Individual Bid for each Office in the Housing and Debt Categories of Law.
- 1.23 There is no limit to the number of Matter Starts the LAA intends to award in each Procurement Area. Successful Applicants will be awarded 100 Matter Starts in Housing and 10 Matter Starts in Debt in each full schedule period. Matter Starts will be awarded on a pro rata basis from the Contract Start Date until 31 August 2023, subject to completing verification.
- 1.24 It is the Applicant's sole responsibility to ensure they provide us with all the necessary information to evidence they meet the relevant verification requirements with their ITT Response(s), with the exception of Office Address, which if not known at the time of Tender submission, must be provided by 23:59 on 21 September 2023, and/or where an Applicant does not hold a Quality Standard at the time of Tender submission, evidence of passing the SQM desktop audit/achieving Lexcel accreditation must be provided by 23:59 on 21 September 2023 .

Supplementary Matter Starts

- 1.25 Applicants awarded a Face to Face Contract will, subject to notifying their LAA Contract Manager and receiving Contract Manager confirmation, be able to self-grant up to an additional 50% of their Matter Start allocation at that Office each year if required. For example, where an Applicant is awarded 100 Matter Starts they will be able to self-grant up to an additional 50 Matter Starts (50% of 100), resulting in a total of 150 Matter Starts for that Schedule Period.
- 1.26 During each year of the Contract Period Providers will also be able to re-allocate up to 50% of Matter Starts between Offices authorised to deliver the same Category of Law, subject to following the process at paragraph 1.25. For example, an Applicant with two successful Individual Bids (100 Matter Starts at each Office) could re-allocate up to 50 Matter Starts (50% of 100) from one Office to another. This would result in an allocation of 150 Matter Starts at one Office and 50 Matter Starts at the other.
- 1.27 Applicants should familiarise themselves with the Face to Face Contract provisions regarding the award of Supplementary Matter Starts and re-allocating Matter Starts at clauses 1.21 - 1.24 of the General Specification.

Miscellaneous

- 1.28 Applicants awarded a Face to Face Contract to undertake Contract Work will receive an additional allocation of 5 Miscellaneous Matter Starts included on each Schedule. Where an Applicant already holds a Schedule for an Office and has been awarded an additional Schedule Authorisation to undertake Housing and Debt Contract Work it will not receive an additional allocation of Miscellaneous Matter Starts as these will already have been allocated to that Office.
- 1.29 Detail on the work classified as 'Miscellaneous' for the purposes of the Face to Face Contract is included in the Category Definitions which forms part of the Face to Face Contract.

SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

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

Minimum requirements

Generic requirements

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

Requirement	Who must evidence this requirement
The Applicant holds a relevant Quality Standard	All Applicants
The Applicant has appropriate authorisation from a Relevant	All Applicants

Professional Body where required under the Legal Services Act 2007	
The Applicant must have at least one Office in England and Wales which meets the Permanent Presence requirements set out in the 2018 Standard Civil Contract Specification	All Applicants

Quality Standard requirement

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

<i>Applicant Type</i>	<i>Requirement</i>
Applicants who intend to hold the SQM	<ul style="list-style-type: none"> - Pass desktop audit by 23:59 on 21 September 2023 - Fully pass the Pre-QM audit within six months of the Contract Start Date
Applicants who intend to hold Lexcel	- Achieve Lexcel accreditation by 23:59 on 21 September 2023
Applicants who already hold Lexcel	- Must hold a valid accreditation that will be in force until at least the Contract Start Date

Applicants who already hold an SQM audited by the LAA's SQM Audit Provider	- Must hold a valid accreditation that will be in force until at least the Contract Start Date
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2.12 It is an Applicant's responsibility to ensure it meets the LAA's requirements before the 21 September 2023 (see paragraph 8.3 – 8.4). Applicants are therefore advised to apply for their chosen Quality Standard as early as possible.

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

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

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

Appropriate authorisation from a Relevant Professional Body

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

Office requirement

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

2.18 Applicants must be able to evidence that they meet this requirement by 23:59 on 21 September 2023.

Housing and Debt Category-specific requirements

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

Supervisor requirements

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

Offices

- 2.25 Applicants must meet the minimum requirement of delivering services from at least a Part Time Presence within the Procurement Area bid for.
- 2.26 Applicants must submit an Individual Bid from an Office in the relevant Procurement Area and will be required to confirm the Office from which services will be delivered.
- 2.27 Applicants should check that they tender in the correct Procurement Area for their Office(s). To do this, an Applicant must enter the postcode for their Office (or intended Office) into the ‘Find your local council’ tool on the Gov.uk website: <https://www.gov.uk/find-local-council>. Annex B lists the relevant Procurement Areas for the Housing and Debt Categories and the local authorities included in each.
- 2.28 Where an Applicant wishes to tender to deliver Contract Work from more Offices than are catered for in the eTendering system it must send a message to the LAA via the eTendering messaging portal no later than 23:59 16 August 2023 requesting a form on which they can provide details about additional offices. The LAA will then supply a form which the Applicant must complete and save to their

own computer before attaching it to a message in the eTendering system and sending it to the LAA before the Deadline

- 2.29 Applicants are not required to have operational Offices at the point of submitting a Tender. Applicants are required to confirm they will meet the relevant Office requirements as part of their Tender. As part of an ITT Response Applicants should provide the address(es) of where they intend to deliver Contract Work, where known at the time of tender, together with the relevant LAA account number where the Applicant is a current LAA contract holder at that Office. If an Applicant does not yet know the address of the Office from which they intend to deliver Contract Work they should enter 'TBC' in response to the relevant questions in the ITT.
- 2.30 All Applicants must be able to evidence by 23:59 on 21 September 2023 that they meet the Office requirements.
- 2.31 An Applicant's Office location must be in the Procurement Area for which it tenders. The LAA will validate address details provided.
- 2.32 Where an Applicant's Individual Bid includes an Office which is not in the Procurement Area stated in their Individual Bid, the LAA will not reject the Individual Bid outright. Rather, the LAA will inform the Applicant at the point of notification that their Office is not in the Procurement Area tendered for. Where an Applicant is unable to evidence by the verification deadline for 23:59 on 21 September 2023 that they have an Office which is in the Procurement Area tendered for as part of the Individual Bid, the LAA may reject the relevant Individual Bid.

Authorised Litigator

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

SECTION 3: eTENDERING SYSTEM

- 3.1 All Tenders must be completed and submitted using the eTendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at www.legalaid.bravosolution.co.uk
- 3.2 Applicants already registered on the eTendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the eTendering system to ensure these are up to date.

- 3.3 Where an Applicant already has multiple registrations on the eTendering system it should ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 3.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the eTendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the eTendering system guides available through the 'Technical Support and Guidance' link on the eTendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the eTendering system message board. Applicants must check the message board regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their eTendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender, can be actioned as necessary.
- 3.7 The SQ and Housing and Debt ITT are available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the eTendering system.
- 3.8 All Applicants must submit a Response to the SQ and the Housing and Debt ITT.
- 3.9 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.10 Once Applicants have completed their response to the Housing and Debt ITT, they must submit it by clicking on the "Submit Response" button.
- 3.11 Applicants may amend and re-submit their response at any time up to the Deadline. If so amended and re-submitted, only the last response shall be assessed.
- 3.12 An Applicant may check that it has successfully submitted its ITT Response by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its ITT Response for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the eTendering system are up to date.

- 3.13 ITT Responses are sealed. This means that the LAA is unable to access submitted ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an ITT Response or Tender, nor can it confirm if an ITT Response or Tender has been completed correctly.
- 3.14 All questions marked with a red asterisk on the eTendering system are mandatory. The eTendering system will not permit an Applicant to submit its ITT Response unless answers to those questions are provided.
- 3.15 There is a button in the eTendering system called 'check mandatory questions'. By clicking on this the eTendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 3.16 When an Applicant submits its ITT Response for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the ITT Response has been transmitted to the LAA and not whether the ITT Response or Tender is fully completed and/or will be assessed as being successful.

SECTION 4: COMPLETION OF THE SELECTION QUESTIONNAIRE AND ITT

COMPLETION OF THE SELECTION QUESTIONNAIRE

- 4.1 A Response to the SQ must be submitted by all Applicants regardless of whether they have previously submitted a SQ Response as part of any other procurement process. If no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 4.1 The SQ can be found in Project 155 at ITT 884 – 'Selection Questionnaire for Housing and Debt services from October 2023' in the eTendering system.
- 4.2 The SQ contains a series of questions covering the following areas:
- Section A - Organisation and contact details
 - Section B - Grounds for mandatory exclusion
 - Section C - Grounds for discretionary exclusion
 - Section D – Declarations
- 4.3 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex A.

Section A - Organisation and contact details

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

Sections B and C – Grounds for mandatory and discretionary rejection

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

This must not be used as an opportunity to provide other supplementary information to an Applicant's SQ response and any information provided that is not relevant to the particular SQ requirement and explanation of exceptional circumstances will not be considered.

Section D – Declaration

4.14 A declaration in the form set out at Section D of the SQ (see Annex A) must be provided by:

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

COMPLETION OF THE HOUSING AND DEBT ITT

4.15 In addition to submitting a Response to the SQ, all Applicants must submit a response to the Housing and Debt ITT. If no ITT Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.

4.16 The Housing and Debt ITT can be found in the eTendering system in Project 155 at ITT 885 – Housing and Debt from October 2023 ITT.

4.17 The Housing and Debt ITT contains a series of questions covering the following areas:

- Individual Bid details (Section A)
- Verification (Section B)
- Warranties and Declarations (Section C)

4.18 A full breakdown of each of the questions for each ITT is included in the relevant ITT and is replicated at Annex D.

4.19 Applicants must respond to each question in the relevant ITT by selecting the correct drop-down option or by providing a typed answer in the free text box provided. Each free text box is limited to 2000 characters (including spaces).

4.20 Where a question requires a response from a drop-down menu, Applicants may either select an option from the drop-down list or, if they know the answer option they wish to select, use the quick search functionality by typing in the 'response' box in the eTendering system.

- 4.21 Other than Office address, or where organisations do not hold a Quality Standard at the time of Tender submission, evidence of passing the SQM desktop audit/achieving Lexcel accreditation, Applicants must submit verification information with their Housing and Debt ITT Response. An Applicant must provide all the information required to verify its Individual Bid(s) as part of Section B of their Housing and Debt ITT Response.
- 4.22 Applicants must submit verification which supports all of the Individual Bids they are making within Section B of the Housing and Debt ITT. This includes submitting the appropriate number of Supervisor Declaration Forms for the number of Individual Bids being made. For example, an Applicant making 4 Individual Bids must submit at least 2 Supervisor Declaration Forms. This is because, as set out at paragraph 2.21, an individual Supervisor may not supervise more than two Offices in total.
- 4.23 Where an Applicant wishes to submit more than one Supervisor Declaration Form for its ITT Response the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded into the eTendering system.
- 4.24 Before submitting its Housing and Debt ITT Response an Applicant must check that it has answered all questions correctly. If an ITT Response is incomplete it may be assessed as unsuccessful.
- 4.25 Tenders, including ITT Responses, will not be opened by the LAA until after the Deadline and therefore if an Applicant's Tender is incomplete, this will only be identified on assessment, at which point it shall be too late for Applicant to submit any further information.
- 4.26 A declaration in the form set out at Section C of the Housing and Debt ITT (see Annex D) must be provided by:
- (a) the Compliance Officer for Legal Practice (COLP); or
 - (b) the Head of Legal Practice (HOLP); or
 - (c) the Compliance Manager (CM); or
 - (d) where the Applicant is not authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

SECTION 5: APPLICANTS' QUESTIONS

- 5.1 If an Applicant has a question about the procurement process to which they cannot find an answer either in this document or in the guidance provided in the eTendering system, they may direct it through one of two different channels depending on the nature of the query.

Questions about this IFA

- 5.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **23.59 on 16 August 2023**. This is referred to in the eTendering system as the 'End date for supplier clarification messages'.
- 5.3 All such questions must be submitted using the eTendering system message boards.
- 5.4 Because of the way the LAA downloads messages from the eTendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to. However, during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.
- 5.5 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages <https://www.gov.uk/government/publications/civil-tender-activity-2021> in the 'Procurement Process for Housing and Debt Services from October 2023 Frequently Asked Questions (FAQ)'.
- 5.6 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not be able to provide responses to questions about the process through any other method.

Technical questions about how to operate the eTendering system

- 5.7 There is an eTendering helpdesk to provide technical support in relation to the use of the eTendering system. The helpdesk is **unable** to assist with problems with Applicants' own computer hardware or systems. For these types of issues Applicants should contact their own IT support.
- 5.8 Questions for the eTendering helpdesk should be emailed to: help@bravosolution.co.uk Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.

- 5.9 The LAA recommends that Applicants start to complete their Tenders early so that they identify any areas in which they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time and accepts no responsibility if they are not.
- 5.10 Applicants should note that the eTendering helpdesk is the only method by which they can receive assistance on using the eTendering system.

SECTION 6: TENDER ASSESSMENT

SQ Assessment

- 6.1 The LAA will check that the Applicant has submitted an SQ Response. If no SQ Response has been submitted this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 6.2 The LAA will assess an Applicant's SQ Response in accordance with the assessment approach detailed in Annex A.
- 6.3 Subject to paragraph 6.4 below, the LAA will assess SQ Responses on the basis of information submitted by the Applicant in its Tender. SQ Responses will be assessed on a 'pass' or 'fail' basis.
- 6.4 In respect of questions C.7, C.8 and C.9 the LAA will review its own records in assessing whether the requirements have been met. For all other questions in Section B and C of the SQ, the LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to reject an Applicant for submitting false and/or misleading information as provided at paragraphs 9.29 - 9.31 of this IFA.
- 6.5 The LAA will then review the declarations given in an Applicant's SQ Response (Section D of the Housing and Debt SQ) to ensure the Applicant has provided the necessary declarations.
- 6.6 The LAA will assess the declarations on the basis of information submitted. Responses will be assessed on a pass or fail basis.
- 6.7 Where the Applicant fails to provide the necessary declarations, the whole SQ Response may fail.
- 6.8 The sole right of appeal is set out at paragraph 9.39 of this IFA. That right of appeal applies solely where the LAA assesses the Applicant's SQ Response as unsuccessful. Where an Applicant successfully appeals the LAA's decision to

reject its SQ Response, the LAA cannot guarantee that any subsequent Contract awarded will commence on 1 October 2023 (or the date from which the Applicant confirmed they can start delivering the service).

- 6.9 Applicants that are assessed as having passed the SQ will proceed to the assessment of the Housing and Debt ITT, as set out below.

Housing and Debt ITT assessment

- 6.10 Housing ITT Responses will be assessed in the following stages:

- Stage 1 – Housing and Debt requirements assessment
- Stage 2 – Verification
- Stage 3 – Contract award
- Stage 4 – Office address verification (if applicable)

Stage 1 – Housing and Debt requirements assessment

- 6.11 The LAA will conduct an assessment of:

- Any address and postcode details provided as part of an Individual Bid; and
- The declarations and warranties provided as part of the Housing and Debt ITT Response.

- 6.12 The LAA will review any address and postcode details provided as part of an Individual Bid for an Office to check that the address and postcode provided fall within the Procurement Area stated in the corresponding Individual Bid. This will be done by entering the postcode into the 'Find your local council' tool on the Gov.uk website: <https://www.gov.uk/find-local-council> and then checking that the local authority returned is in the relevant Procurement Area(s) as set out in Annex B.

- 6.13 Where an Applicant is assessed as having provided the address of an Office which is not in the Procurement Area stated in the corresponding Individual Bid, the LAA will act in accordance with paragraph 2.33.

- 6.14 Applicants that do not provide an address and postcode with their tender will be required to do so by 23:59 on 21 September 2023 and this will be set out in their notification letter.

Declarations and warranties assessment

- 6.15 The LAA will review the warranties and declarations given in an Applicant's ITT Response (Section C of the Housing and Debt ITT) to ensure the Applicant has provided the necessary declarations and warranties.

- 6.16 The LAA will assess the declarations and warranties on the basis of information submitted. Responses will be assessed on a pass or fail basis.

6.17 Where the Applicant fails to provide the necessary declarations and warranties, the whole ITT Response may fail.

6.18 Applicants who are assessed as having provided the necessary declarations and warranties will be eligible for the award of a Face to Face Contract, and their Tender will be assessed as successful subject to verification (stage 2).

Stage 2 – Verification

6.19 The LAA will review the verification information given in an Applicant's ITT Response (Section B of the Housing and Debt ITT) to ensure the Applicant has provided a compliant verification information.

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

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

6.22 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Individual Bid as a consequence of their failure to satisfactorily verify their Tender, the LAA shall have no responsibility whatsoever to the Applicant (or any related party) for any cost, expense or any other liability they have incurred or may incur in the course of submitting their Tender.

Stage 3 – Contract award

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

6.24 The LAA intends to notify Applicants of the outcome of their Tender in March 2023.

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

Stage 4 – Office address verification (as applicable)

6.26 Where an Applicant has not provided an Office address and postcode and/or evidence of passing the SQM desktop audit/achieving Lexcel accreditation, as part of its tender it must provide them by 23:59 on 21 September 2023 and this will be set out in their notification letter.

Stage 5 – Verification

- 6.27 The LAA will review the verification information given in an Applicant's ITT Response to ensure the Applicant has provided compliant verification information.
- 6.28 The LAA will not enter into contract with an Applicant until the verification process is concluded.
- 6.29 Where the Applicant is unable to provide a compliant verification information an Applicant's Individual Bid(s) may be rejected.
- 6.30 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Individual Bid as a consequence of their failure to satisfactorily verify their Tender, the LAA shall have no responsibility whatsoever to the Applicant (or any related party) for any cost, expense or any other liability they have incurred or may incur in the course of submitting their Tender.

Stage 6– Contract award

- 6.31 All Applicants will be notified of the outcome of their Tender through the eTendering message board. Notifications to Applicants whose Tender is unsuccessful will include details of why their Tender is unsuccessful.
- 6.32 The LAA intends to notify Applicants of the outcome of their Tender in September 2023.
- 6.33 More detail of the notification process is set out in Section 7 of this IFA.

SECTION 7: NOTIFICATION OF TENDER OUTCOMES

- 7.1 The LAA will notify Applicants of the outcome of their Tender in accordance with the timetable set out earlier in this IFA at page 4.
- 7.2 Applicants will be notified of the outcome of their Tender through the eTendering system message board. Notifications to unsuccessful Applicants will include reasons why their Tender, SQ Response, ITT Response or Individual Bid has been assessed as unsuccessful.
- 7.3 Where an Applicant's SQ Response is assessed as unsuccessful the Applicant's ITT response(s) will not be assessed, unless any appeal made by the Applicant is successful.

- 7.4 The sole right of appeal is set out at paragraph 9.39 of this IFA. The sole right of appeal applies to the outcome of the LAA's assessment of an Applicant's SQ Response as unsuccessful.
- 7.5 There is no right of appeal against the LAA's assessment of ITT Responses.
- 7.6 Where the LAA assesses an Applicant's SQ Response as being successful, the ITT Response submitted by the Applicant will then be assessed and Applicants will be notified as soon as possible afterwards. Where an Applicant successfully appeals the LAA's decision to reject its SQ Response, the LAA cannot guarantee that any subsequent Contract awarded will commence on the Contract Start Date.

SECTION 8: VERIFICATION AND CONTRACT EXECUTION

- 8.1 All successful Applicants will be required to verify their Individual Bids and all Contract awards will be conditional on Individual Bids being satisfactorily verified by the LAA. Details of the verification requirements are set out at Annex D of this IFA. Except where Applicants do not provide an Office address for some or all of their Individual Bids, or where an Applicant did not hold a quality standard at the time they submitted their tender, verification information must be provided with an Applicant's ITT Response. Office addresses and evidence of passing the SQM desktop audit/achieving Lexcel accreditation, must be provided by 23:59 on 21 September 2023.
- 8.2 If verification is successfully concluded an Applicant's Contract documents will be uploaded to enable them to deliver Contract Work awarded under this procurement process from 1 October for Housing and Debt Services or the date from which the Applicant tendered to deliver the service.
- 8.3 It is the Applicant's sole responsibility to ensure they provide us with all the necessary information to evidence they meet the relevant verification requirements with their ITT Response, with the exception of Office Address, which if not known at the time of Tender submission, must be provided by 23:59 on 21 September 2023, and/or where an Applicant does not currently hold a Quality Standard at the time of Tender Submission, evidence of passing the SQM desktop audit/achieving Lexcel accreditation must be provided by 23:59 on 21 September 2023.
- 8.4 Where the Applicant has not submitted information in accordance with the paragraph 8.1 for either an Individual Bid or its entire Face to Face Contract then the award in respect of an Individual Bid or the entire Face to Face Contract may be withdrawn as applicable.

- 8.5 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award to an Individual Bid or an entire Face to Face Contract as a consequence of their failure to satisfactorily verify any aspect of their Tender, the LAA shall have no responsibility whatsoever to the Applicant (or any related party) for any cost, expense or any other liability they have incurred or may incur in the course of submitting their Tender.
- 8.6 Please note, the LAA will not enter into contract or issue or amend any Contract Schedule with Applicants until pre-contract verification process is concluded i.e. the Applicant satisfactorily verifies information required at the latest by the time and date set out in this IFA at paragraph 8.1.
- 8.7 In addition to meeting the verification requirements, Applicants must complete the two following administrative processes where relevant before the LAA can issue Contract documentation to an Applicant:
- (a) Provide a completed indemnity where the Applicant organisation has limited liability
 - (b) Provide a completed AC1 form and associated documentation for each new Office
- 8.8 The LAA will be unable to enter into contract with an Applicant that fails to provide this information where necessary. Where an Applicant fails to provide a properly completed indemnity at the latest by the time and date which will be stated in the contract award notification letter, the LAA may withdraw its offer of a Contract. Where an Applicant fails to provide a completed AC1 form and associated documentation at the latest by the time and date which will be stated in the contract award notification letter the LAA may withdraw its offer of Contract Work to the relevant Office(s).

Indemnity

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

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

AC1 form

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

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

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

- 8.13 When an Applicant satisfactorily verifies their Individual Bid(s) through the verification process, they will be notified that their Face to Face Contract documentation is available to view and, where necessary, execute online.
- 8.14 Face to Face Contract documentation will be issued and executed electronically via Adobe Sign. Once executed Applicants will be able to view their Contract documents, including the Schedule in the LAA's 'Contracted Work and Administration' (CWA) system.
- 8.15 To view their Face to Face Contract an Applicant must have been set up on the LAA systems and issued with an LAA Account Number for each new Office.
- 8.16 Contracts that have not been executed two weeks after the Contract Start Date, may be withdrawn at the LAA's sole discretion. The LAA will have no liability to an Applicant whatsoever as a consequence of any such withdrawal.

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

- 8.17 Successful Applicants that have previously executed a 2018 Standard Civil Contract through a previous procurement process will have their Office Schedule amended or a new Office Schedule added to their 2018 Contract as appropriate, as set out at paragraphs 1.15 – 1.16.

SECTION 9: GENERAL RULES OF THIS PROCUREMENT PROCESS

Introduction

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

Submitting a Tender

- 9.4 The Applicant agrees to comply with the rules (contained in this Section 9 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA eTendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's Tender as unsuccessful.
- 9.5 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) by the Deadline. For the purposes of the Deadline, the time specified on the eTendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:
 - (a) any requests by the Applicant to amend or submit the Tender after the Deadline; or,
 - (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tenderand the Applicant accepts all responsibility for ensuring all parts of its Tender are submitted through the eTendering system by the Deadline.
- 9.6 The Applicant must submit a complete Tender (in accordance with paragraph 9.8) using the eTendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.

- 9.7 A Tender comprising of a Response to the SQ and at least one ITT must be authorised by one of the following:
- (a) the Applicant's COLP, HOLP or CM; or,
 - (b) where the Applicant is not authorised by a Relevant Professional Body, a member of Key Personnel who either:
 - (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or
 - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant
- 9.8 The Applicant must submit a complete Tender (i.e. a SQ Response and at least one ITT Response) prior to the Deadline. The Applicant must reply to every question in the Tender and upload all requested documentation, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information. Where an Applicant does not submit a complete Tender, their Tender will be rejected its entirety and there will be no right of appeal.
- 9.9 The Applicant may only submit one Tender (i.e. maximum of one response to the SQ and each ITT). Where an Applicant submits more than one SQ Response and/or ITT Response, the LAA will assess only the last SQ and/or ITT Response submitted prior to the Deadline.
- 9.10 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 9.11 Subject to the LAA's right to clarify at paragraph 9.26, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 9.12 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 9.13 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, Clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.

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

- (i) it has complied with all the rules and instructions applicable to this IFA and the eTendering system in all respects;
- (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
- (iii) it has capacity to concurrently deliver all of the services it has submitted a Tender for.

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

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

9.17 In submitting its Tender, the Applicant acknowledges the fact that Applicants may be party to no more than one 2018 Standard Civil Contract. Further the Applicant acknowledges that subject to the provisions on the holding of a single Face to Face Contract as referred to in this paragraph 9.18, this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct of decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.

9.18 The Applicant must monitor and respond as appropriate to messages received through the eTendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the eTendering system, including that outlined in 9.22 will be deemed to have been received by the Applicant at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.

9.19 Any Frequently Asked Questions published through the eTendering system in accordance with Section 5 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.

9.20 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

Right to Cancel or Amend the Procurement Process

9.21 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published

on the LAA's website at [Civil tender activity 2023 - GOV.UK \(www.gov.uk\)](https://www.gov.uk) and notified to individual Applicants through a message on the eTendering system.

- 9.22 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with 9.21 before the Deadline may be rejected.
- 9.23 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 9.24 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 9 will take precedence.
- 9.25 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

Right to Clarify / Verify

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

That may prevent the Applicant from commencing and being paid for services under the relevant contract.

Right to Exclude

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

Canvassing

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

Collusion

- 9.33 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:
- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;

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

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

Award

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

9.36 The LAA reserves the right, prior to any execution of a contract, to carry out further due diligence checks as it deems necessary or appropriate. Where, as part of any due diligence, an Applicant is found not to comply with any of the minimum contract requirements which the Applicant committed to meeting in its Tender, the LAA will not proceed with any decision made to award a contract.

9.37 The LAA reserves the right to place additional contractual conditions on the award of a contract to an individual Applicant.

9.38 The award of a contract does not guarantee a minimum amount of work for the Applicant or that a minimum level of income will be generated for the Applicant as a result of that contract.

Appeal and costs and expenses of Tender

9.39 Subject to paragraph 9.42 the Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the SQ

Response (subject to paragraph 9.26-27), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.

- 9.40 There is no other right of appeal, including, for example but not limited to, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.
- 9.41 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.
- 9.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 9.43 Appeals should be submitted using the appeals pro-forma which will be made available as part of their notification letter.
- 9.44 The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 9.45 The LAA will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 9.46 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

Confidentiality, Data Protection & Freedom of Information

- 9.47 The LAA may share any information contained in an Applicant's Tender with the provider of the eTendering system for the purposes of administering the procurement process.
- 9.48 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 9.49 If an Applicant is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive

information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.

- 9.50 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.
- 9.51 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 9.52 By submitting a Tender an Applicant consents and confirms that they have obtained all necessary consents from the relevant Data Subject to such Personal Data being processed and used in accordance with and/or for the purposes of administering the procurement process as contemplated by the IFA, the Tender and for the management of any Contract subsequently awarded.
- 9.53 The LAA and the Applicant anticipate that the LAA shall act as a Controller and Processor in respect of any Personal Data provided to it by the Applicant as a requirement of the Tender.
- 9.54 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, on a continuing basis, that:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Laws and shall not disclose, transfer or otherwise process Personal Data outside the UK without the prior written agreement of the LAA; and
 - (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.
- 9.55 The Applicant agrees that it shall notify the LAA immediately if any Data Subject revokes, withdraws and/or changes their consent to the disclosure of the Personal Data to the LAA in connection with the Tender.
- 9.56 The LAA shall implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed on the LAA by the Security Requirements.
- 9.57 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes.

By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.

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

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

Copyright & Intellectual Property Rights

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

9.61 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of Housing and Debt Services in England and Wales from April 2023 Invitation To Tender Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

ANNEX A: SELECTION QUESTIONNAIRE QUESTIONS AND ASSESSMENT

Section A – organisation and contact details

Note	<u>All Applicants must submit a response to this Selection Questionnaire (SQ), regardless of whether they have previously submitted a SQ Response as part of any other procurement process. Applicants must ensure that they also complete and submit a response to ITT_885 – Housing and Debt from October 2023 Invitation To Tender.</u>	
Note	<p>Before submitting your Selection Questionnaire (SQ) Response, please carefully read the Information For Applicants (IFA) for the Housing and Debt Services in England and Wales from October 2023 procurement process. This can be downloaded from the 'Buyer Attachments' section at the top of this page. The IFA gives information about the procurement process, including how to complete a Tender.</p> <p>When completing your SQ Response you should save your work regularly.</p> <p>If you are logged onto the eTendering system but do not use it for 15 minutes, the eTendering system will notify you through a 'pop up'. So that you can see this and click the 'Refresh' link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the eTendering system and do not lose any unsaved information.</p> <p>Do not use the 'Back' or 'Forward' buttons on your browser; you could potentially lose your work. Please use the links on the eTendering system to navigate.</p>	
No.	Question	Response options and assessment
A.1	Full name of Applicant including trading name(s) that will be used if successful in this procurement process	Free text
A.2.i	<p>Registered or head /main office address</p> <p>Where the Applicant does not yet have a registered or head/main office, please enter “N/A”</p>	Free text

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	LAA Account Number for registered or head/main office 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). Where the Applicant does not currently have an LAA Account Number for this office, please enter "N/A"	Free text
A.4.i	Intended trading status	Options list a) Public limited company b) Limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other
A.4.ii	If you answered "Other" to question A.4.i, please explain your trading status	Free text
A.4.iii	Will the Applicant be delivering the Contract Work as an Alternative Business Structure?	Options list: i) Yes

		ii) No
A.4.iv	<p>Date of incorporation with Companies House or registration with Charity Commission for England and Wales</p> <p>Where the Applicant does not yet have a registered trading status, please enter "N/A"</p>	Free text
A.4.v	<p>Company or LLP registration number (if applicable)</p> <p>If this does not apply to the Applicant, please answer "N/A"</p>	Free text
A.4vi	<p>Charity registration number (if applicable)</p> <p>If this does not apply to the Applicant, please answer "N/A"</p>	Free text
A.5	<p>Details of PSC, where appropriate:</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; 	Free text

	<p>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</p> <p>- Which conditions for being a PSC are met;</p> <ul style="list-style-type: none"> • Over 25% up to (and including) 50%, • More than 50% and less than 75%, • 75% or more. <p>Please enter N/A if not applicable.</p> <p>Where the Applicant is required to provide a personal guarantee and Indemnity (e.g. where it is a LLP or limited company), individuals named in response to this question will be required to sign the indemnity on behalf of the Applicant.</p> <p>Where Applicants are companies or LLPs but do not meet the criteria to have a 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	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.	Options list: i) Yes ii) No
A.6.ii	If you answered “Yes” to question A.6.i, please provide details of all status changes in this time period.	Free text
A.7	Details of immediate parent company.	Free text

	<p>Please list any individual and/or organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders).</p> <p>In your response please include:</p> <ul style="list-style-type: none"> - Full name of the parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office VAT number (if applicable) <p>If the Applicant does not have a parent company, please answer “N/A”</p> <p>Parent companies may be required to provide a parent company guarantee upon request.</p>	
A.8	<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"> - Full name of the ultimate owner(s) - Registered office address (if applicable) 	Free text

	<p>- Registration number (if applicable)</p> <p>- Head office VAT number (if applicable)</p> <p>If the Applicant does not have an ultimate owner, please answer “N/A”</p> <p>Ultimate owners may be required to provide a parent company guarantee upon request.</p>	
A.9.i	<p>Does the Applicant currently hold the appropriate authorisation to provide Contract Work from one of the Relevant Professional Bodies?</p> <p>Where, in accordance with the Legal Services Act 2007, the Applicant is able to deliver reserved legal services without authorisation from a Relevant Professional Body, please answer “iii) N/A, exempt”</p> <p>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> <p>i) Yes, currently authorised (answer questions A.9.ii and A.9.iii)</p> <p>ii) No, not currently authorised (answer question A.10)</p> <p>iii) N/A, exempt (answer question A.10)</p>
A.9.ii	<p>If the Applicant has answered “Yes” to A.9., which Relevant Professional Body is the Applicant authorised by?</p>	<p>Options list:</p> <p>i) Solicitors Regulation Authority</p> <p>ii) Bar Standards Board</p> <p>iii) CILEx Regulation</p>
A.9.iii	<p>If the Applicant has answered “Yes” to A.9.i please provide the authorisation number/reference</p>	<p>Free text</p>
A.10	<p>Please state whether your organisation falls into one of the following categories;</p>	<p>Options List</p> <p>a) Voluntary Community Social Enterprise (VCSE)</p>

		b) Sheltered Workshop c) Public service mutual d) None of the above
A.11	Are you a Small, Medium or Micro Enterprise (SME)? ¹	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
A.15	Contact telephone number	Free text

Section B – grounds for mandatory rejection

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

¹ 5 See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/smedefinition_en

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: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</p> <p>Please indicate if, within the past five years the Applicant or any of its Key Personnel have been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage referred to above:</p> <ul style="list-style-type: none"> a) Participation in a criminal organisation; b) Corruption; c) Fraud; d) Terrorist offences or offences linked to terrorist activities; e) Money laundering or terrorist financing; f) Child labour and other forms of trafficking in human beings. 	<p>Yes (Fail, subject to information in B.1(a) – (e))</p> <p>No (Pass)</p>
NOTE	If the Applicant has answered 'Yes' to question B.1, it must give details by answering questions B.1(a) – (e) below	
B.1(a)	If the Applicant has answered "Yes" in relation to Key Personnel, please give the name and position of the person(s) convicted. If the response relates to the Applicant, please enter "Relates to Applicant"	Free text
B.1(b)	Please explain which of the grounds listed the conviction was for and the reasons for conviction	Free text
B.1(c)	Please give the date of the conviction	Free text
B.1(d)	If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents	Free text

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

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

Section C – grounds for discretionary rejection

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

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

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

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

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

	Exceptional circumstances – 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	<p>Multiple options list (please select all that apply):</p> <p>i) Bankruptcy (Answer C.2 (b) (i) – (iii))</p> <p>ii) the subject of insolvency (Answer C.2 (c) (i) – (iii))</p> <p>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> <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"> • whether the individual is a member of Key Personnel of the Applicant; • whether the individual was a member of Key Personnel of any of the Applicant's predecessor bodies; • whether the individual was a member of Key Personnel at a previous organisation at the time that the bankruptcy took place. <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple bankruptcies, information should be provided for each instance.</p>	Free text
C.2(b)(ii)	<p>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.</p>	Free text
C.2(b)(iii)	<p>Please give details about:</p> <ul style="list-style-type: none"> • any measures the Applicant has taken to ensure that the situation(s) are resolved • the current position on repayments including the date by which the amount will be repaid and/or • whether the bankruptcy(ies) has/have been discharged. 	Free text
C.2(c)(i)	<p>Please confirm whether the insolvency applies to:</p> <ul style="list-style-type: none"> • the Applicant; • any of its predecessor bodies; • an individual who is a member of Key Personnel of the Applicant; 	Free text

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

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

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

	For the avoidance of doubt, where Applicants need to provide details relating to multiple IVAs or CVAs, information should be provided for each instance.	
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"> • the reason for scheduling or missing payments; • details of what changes were agreed, including the date when the rescheduling occurred. In the case of missed payments, please provide details of any agreement to repay the arrears; and • confirmation of changes to the repayment amount (including the amount the repayments were changed from); and • confirmation of any change to the date of discharge (including the original date of discharge). <p>Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".</p>	Free text
C.2(f)(x)	<p>On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable fall due?</p> <p>For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.</p>	Free text

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

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

C.2(h)(vi)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text
C.3	Has the Applicant or any of its Key Personnel been found guilty of grave professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (e) below.	Free text
C.3(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”	Free text
C.3(b)	Please give the date when the event(s) occurred	Free text
C.3(c)	Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification	Free text
C.3(d)	Please give: <ul style="list-style-type: none"> the date that the finding of grave professional misconduct/disqualification was made. If no finding has been made to date, please give the date of any disciplinary body hearing date if known; detail of any sanction applied; and which body made the finding of guilt / is investigating the allegations 	Free text
C.3(e)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the finding or allegations of grave professional misconduct or disqualification.	Free text
C.4	Has the Applicant or any of its Key Personnel entered into agreements with other economic operators aimed at distorting competition?	Yes (discretionary fail) No (pass)

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

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

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

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

		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
	Please answer the following statements:	
C.10	<p>The Applicant:</p> <p>(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</p> <p>(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015</p>	<p>Yes (discretionary fail)</p> <p>No (pass)</p>
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, it must give details by answering questions C.10(a) - (e) below.	

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

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

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

Section D – Declaration

I give my undertaking that I am 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.

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: HOUSING AND DEBT PROCUREMENT AREA

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

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

Below are details on the Procurement Areas for the purposes of the Housing and Debt ITT.

LAA Region	Housing and Debt Procurement Area	Local Authorities included in the Procurement Area
Birmingham	Walsall	Walsall Metropolitan Borough Council

ANNEX C: Housing and Debt ITT

Section A - Individual Bid details

	Question	Response Type
Note	Applicants wishing to bid for a 2018 Standard Civil Contract with authorisation in the Housing and Debt Categories of Law must submit a response to this Invitation To Tender (ITT). Applicants must ensure that they also complete and submit a response to ITT_884 - Selection Questionnaire for Housing and Debt Contracts	
Note	Where the Applicant indicates that it is tendering to deliver Contract Work from multiple Offices, it will then be required to enter the relevant details as applicable for a second Office. It will then be asked to indicate whether it wishes to deliver work from another Office and give the details, and so on for up to 5 Offices.	
A.1.	Is the Applicant intending to deliver Housing and Debt Contract Work from another Office?	Options list: Yes No
A.2.i	Please enter the Office address (excluding postcode) from which you intend to deliver Contract Work in this Procurement Area. In accordance with paragraph 2.30 of the IFA Applicants are not required to have operational offices at the point of submitting a Tender. If you do not yet know the address of the Office from which you intend to deliver Contract Work in this Procurement Area, please enter 'TBC'. This information must be provided by 23:59 on 21 September 2023	Free text

A.2.ii	<p>Please enter the Office postcode for the Office from which you intend to deliver Contract Work in this Procurement Area.</p> <p>In accordance with paragraph 2.30 of the IFA Applicants are not required to have operational offices at the point of submitting a Tender. If you do not yet know the postcode of the Office from which you intend to deliver Contract Work in this Procurement Area, please enter 'TBC'. This information must be provided by 23:59 on 21 September 2023</p>	Free text
A.2.iii	<p>If the Applicant currently delivers legal aid contract work from the Office from which it intends to deliver Contract Work in this Procurement Area please enter the LAA Account Number for this Office.</p> <p>LAA Account Numbers are alphanumeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation.</p> <p>Where you do not currently have a LAA Account Number for this Office please enter 'N/A'.</p>	Free text
A.2.iv	Please confirm the type of presence from which you intend to deliver Housing and Debt Contract Work from this Office.	Options list: Permanent Presence Part Time Presence
A.2.v	Please provide the name(s) of the nominated Supervisor(s) you intend to supervise Housing and Debt Contract Work for this Individual Bid.	Free Text
A.2.vi	Are you able to start delivering Housing and Debt Contract Work from this Office from 1 October 2023?	Options list: Yes No (answer A.2.vii)

A.2.vii	If you are not able to start delivering Housing and Debt Contract Work from this Office from 1 October 2023, please confirm the date from which you can start delivering Housing and Debt Contract Work.	Free Text
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Section B – Verification information

Note	<p>In accordance with paragraphs 4.22 and 8.1 of the IFA, Applicants must submit compliant verification information with their ITT Response (except Office address(es)). This consists of a compliant:</p> <ul style="list-style-type: none"> • SRA number, BSB number or CILEx Regulation ID • Lexcel Certificate or SQM Certificate, valid at the Contract Start Date • Supervisor Declaration Form for each Supervisor named in an Applicant's Individual Bids • Authorised Litigator name and roll number <p>Where an Applicant does not provide Office address(es) with their Tender they must provide them no later than 23:59 on 21 September 2023.</p> <p>Where an Applicant does not hold the SQM or Lexcel accreditation at the time of Tender submission they must provide evidence of passing the SQM desktop audit or achieving Lexcel accreditation by 23:59 on 21 September 2023.</p>	
	Question	Response Type
B.1	Please provide the Applicant organisation's SRA number, BSB number or CILEx Regulation ID.	Free text
B.2	Please provide the Applicant's Lexcel Certificate or SQM Certificate, valid at the Contract Start Date	Attachment

B.3	<p>The Applicant must employ at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law.</p> <p>Please provide at least one compliant Supervisor Declaration Form for each Supervisor in the Housing & Debt Category of Law.</p> <p>As set out at paragraph 2.26 of the 2018 Standard Civil Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each. In accordance with paragraph 4.23 of the IFA, Applicants should ensure they submit the appropriate number of Supervisor Declaration Forms for the number of Individual Bids they are making.</p> <p>Where an Applicant wishes to submit more than one Supervisor Declaration Form for one or more of its Individual Bids, the completed Supervisor Declaration Forms must be merged into a single document and the single document uploaded as an attachment.</p> <p>The Supervisor Declaration Form template is available to download from: https://www.gov.uk/government/publications/standard-civil-contract-2018.</p>	Attachment
B.4	<p>The Applicant must employ at least one PTE Authorised Litigator with experience of carrying out cases within the Housing & Debt Categories of Law.</p> <p>Please provide the Authorised Litigator's name and roll number.</p>	Free text

B.5.i	<p>Applicants must have at least one Office in England and Wales which is a Permanent Presence as set out a paragraph 2.7 of the IFA.</p> <p>Please enter the address of an Office in England and Wales which meets the definition of a Permanent Presence.</p> <p>In accordance with paragraph 2.30 of the IFA this Office is not required to be operational at the point of submitting a Tender. If you do not yet know the address of the Office in England and Wales which will meet the definition of a Permanent Presence, please enter 'TBC'. This information must be provided by 23:59 on 21 September 2023.</p>	Free Text
B.5.ii	<p>Please enter the postcode of the Office in England and Wales which meets the definition of a Permanent Presence.</p> <p>In accordance with paragraph 2.30 of the IFA this Office is not required to be operational at the point of submitting a Tender. If you do not yet know the address of the Office in England and Wales which will meet the definition of a Permanent Presence, please enter 'TBC'. This information must be provided by 23:59 on 21 September 2023.</p>	Free Text
B.5.iii	<p>If the Applicant currently delivers legal aid contract work from the Office in England and Wales which is a Permanent Presence please enter the LAA Account Number for this Office.</p> <p>LAA Account Numbers are alphanumeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation.</p> <p>Where you do not have a LAA Account Number for this Office please enter 'N/A'.</p>	Free Text

Section C: Warranties and Declaration

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

Declaration

By completing and submitting this ITT Response, the Applicant confirms that it will meet the following requirements by the Contract Start Date and confirms it will evidence that it meets these requirements as part of this ITT Response, except for Office address, and/or where it does not hold a Lexcel or SQM accreditation at the time of Tender submission, which it will evidence by 23:59 21 September 2023:

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

By completing and submitting this Tender I give my undertaking that I am an individual authorised to make this submission on behalf of the Applicant and that the answers submitted in this Housing and Debt ITT Response are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered Housing and Debt Contract Work. I understand that the LAA may conduct verification checks and may reject this Housing and Debt ITT Response if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. I understand the LAA will verify my Housing and Debt ITT Response and I will be required to evidence the information and warranties in the Response, including in this ITT Response.

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

ANNEX D- INFORMATION THE LAA REQUIRES TO VERIFY APPLICANTS' SUCCESSFUL TENDERS

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

Housing and Debt Contract Verification

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

Verification which must be submitted by all Applicants who tender to deliver Housing and Debt Contract Work	
What the LAA will verify	What evidence will be required
<p>The Applicant holds appropriate authorisation to deliver legal services from a Relevant Professional Body</p> <p>See paragraph 2.17 for further information</p>	<p>Confirmation of the Applicant's SRA or BSB number or CILEx Regulation ID</p> <p>Where, in accordance with paragraph 2.17, transitional provisions apply to an Applicant, they must confirm this in their verification response</p>
<p>The Applicant holds a valid Quality Standard</p> <p>See paragraph 2.8 – 2.16 for further information on Quality Standards</p>	<p>Lexcel Certificate or SQM Certificate, valid at 1 October 2023 or at the date from which the Applicant tendered to deliver the service</p> <p>Where the Applicant has passed the desktop SQM audit only, a copy of the relevant letter of confirmation must be provided</p> <p>An Applicant who does not hold a valid Quality Standard at the time of Tender submission must submit evidence of passing the SQM desktop audit or of holding Lexcel accreditation by 23:59 on 21 September 2023</p>
<p>The Applicant has at least one Office in England and Wales that meets the permanent presence requirements.</p>	<p>Full address, where known at the time of submitting their ITT Response, including postcode for the Office and, if applicable, the Office's current LAA account number. Where the Office address is not known at the time of submitting the ITT Response, this must be provided by 23:59 on 21 September 2023</p>
<p>The Applicant employs at least one FTE Supervisor that meets the requirements of the Contract and the Supervisor Standard in the Housing and Debt Categories of Law.</p>	<p>At least one compliant Supervisor Declaration Form for each Supervisor in the Housing and Debt Categories of Law.</p> <p>As set out at paragraph 2.26 of the Face to Face Contract Specification, a Supervisor may supervise at a maximum of two Offices or across two Providers with one Office each</p>
<p>The Applicant meets the one FTE Supervisor: four FTE caseworkers ratio at each Office delivering Housing and Debt Contract Work under the Face to Face Contract</p>	<p>A LAA Contract Management visit will be conducted to confirm compliance within six months of the Contract Start Date</p>

The Applicant employs at least one PTE Authorised Litigator with experience of delivering Housing and Debt cases	Authorised Litigator name and roll number
Each Office from which the Applicant is applying to conduct Face to Face Contract Work is in the Procurement Area tendered for.	Full address, where known at the time of submitting their ITT Response, including postcode for the Office and, if applicable, the Office's current LAA account number. Where the Office address is not known at the time of submitting the ITT Response, this must be provided by 23:59 on 21 September 2023

ANNEX E: GLOSSARY OF DEFINED TERMS

Term	Description
2018 Standard Civil Contract	Contract Work awarded under this procurement process will be undertaken in accordance with this Contract. Contract documentation can be found at: https://www.gov.uk/government/publications/standard-civil-contract-2018
AC1 form	The form that must be used for an Applicant to apply for a LAA account number for an Office. The AC1 form is available from: https://www.gov.uk/guidance/update-your-details-with-laa
Act of Assistance	An occasion on which a Provider delivers Contract Work to a Client in accordance with the requirements of the Specification
Applicant	A single legal entity (including an individual) Tendering to deliver the advertised services.
Authorised Litigator	An individual who conducts litigation services as an authorised person in accordance with the Legal Services Act 2007
Bar Standards Board/BSB	Bar Standards Board; a Relevant Professional Body
Case	An Act of Assistance carried out by a Provider on behalf of a Client under the Scheme.
Caseworker	An individual who is employed by the Applicant and who must be <ul style="list-style-type: none"> - be competent and suitably experienced; and - routinely conduct a minimum of 12 hours casework in the Housing and Debt Category per week; and - be authorised to advise and represent Clients in relation to housing possession proceedings.
Category, Categories or Categories of Law	The category or categories of law, which are publicly funded legal services being tendered for and listed in this IFA, the definitions of which are set out in the Category Definitions 2018
Category Definitions 2018	The document published on the LAA's website that outlines the Categories of Work that apply to this Specification, which is incorporated into this Contract.
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Client	An individual whom the Legal Aid Agency Director (or a person authorised by the Director) or the court has determined qualifies for the receipt of Contract Work
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA.
Contract Documents	The documents listed at paragraph 1.39 of the IFA in relation to the Face to Face Contract.
Contract for Signature	The document of that name issued by the LAA and signed by the LAA and the Applicant in relation to this Face to Face Contract.
Contract Management	A department within the LAA, responsible for managing relationships with Providers and their performance under the contract.

Contract Manager	An individual employed with LAA's Contract Management department with responsibility for managing relationships with Providers.
Contact Period	Has the meaning given in the Contract for Signature
Contract Specification	Services that may be performed for clients as specified in the Schedule(s) and the Specification under or by virtue of the Civil Contracts covered by this procurement process.
Contract Start Date	The date from which the Provider must deliver the Contract Work being 1 October 2023 (or the date on which Applicants bid to commence the delivery of services)
Contract Work	As defined in Section 1 of the Contract Specification and regulation 2 of the Procedure Regulations
Controlled Work	As defined in Section 1 of the Contract Specification and regulation 2 of the Procedure Regulations
Controlled Work and Administration ("CWA")	A digital billing service that contains all Providers' contracts and schedules
Crown Copyright	As defined under section 163 of the Copyright, Designs and Patents Act 1988
Data Protection Laws	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the UK GDPR; and (b) any code of practice or guidance published by the ICO from time to time.
Data Subject	As defined in the UK GDPR
Deadline	The deadline to submit a Tender under this process which is 5pm 4 September 2023.
eTendering system	The LAA's secure internet site at www.legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed.
Executive Agency	A body tasked with carrying out executive functions within government
Face to Face Contract	The 2018 Standard Civil Contract
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'.
Full Time Equivalent (FTE)	<p>The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example the following working pattern would represent on Full Time Equivalent:</p> <ul style="list-style-type: none"> - Person A – 20 hours per week - Person B - 10 hours per week - Person C – 5 hours per week <p>One FTE is based on a 35 hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week</p>
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Housing and Debt	As set out in the 'Category Definitions 2018' guide published on our website
Housing and Debt Contract Work	Services to be delivered under a legal aid contract in accordance with the requirements of the Contract
Individual Bid	A bid for Housing and Debt Contract Work in a particular Procurement Area.
Information for Applicants ("IFA")	This Information for Applicants document (in its entirety)
ITT Response	An Applicant's response to an ITT as part of this procurement process

Key Personnel	Any individual who has, or is held out as having either expressly or impliedly, or exercises, (or will have, be held out as having or exercising by the Contract Start Date) powers of representation, decision, veto, influence or control in relation to an Applicant including partners, directors, trustees and other senior managers and employees of the Applicant. Where a trust or company would satisfy the above in relation to an Applicant, any individual who has the right to exercise significant influence or control over the activities of that trust or company.
LAA Account Number	The unique reference assigned to each provider Office from which legal aid work is undertaken
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice that from 1 April 2013 has been responsible for the administration of legal aid (including this procurement process)
Legal Competence Standards	As detailed in the relevant Category Specification
Lexcel Practice Management standard ("Lexcel")	The Law Society's legal practice quality mark, which is a relevant Quality Standard
Lexcel Certificate	Certification evidencing that an entity holds the Lexcel Quality Standard
Licensed Work	Has the meaning given in regulation 2 of the Procedure Regulation. Generally covers legal representation. There is no limit to the volume of Licensed Work a provider can undertake. However, funding applications need to be submitted to the LAA for each Licensed Work case and the LAA decides whether the relevant criteria are met.
Matter Start	A Controlled Work case as defined at Section 1 of the Face to Face Contract Specification
Minimum Requirements	The requirements set out in this IFA at paragraphs 2.7 – 2.34 in respect of the Face to Face Contract
Miscellaneous	Publicly funded face to face advice and representation to clients in the Miscellaneous Category of Law as defined in the Category Definitions 2018 document
Office	As defined at paragraph 2.32 of the 2018 Standard Civil Contract General Specification
Part Time Presence	As defined at 2.36 – 2.37 of the 2018 Standard Civil Contract Specification
Permanent Presence	As defined at 2.34 - 2.35 of the 2018 Standard Civil Contract Specification
Pre QM	An on site audit to assess an organisation's application to be granted the SQM Quality Standard where the entity is applying for the SQM Quality Standard for the first time
Personal Data	As defined in the UK GDPR
Processing	As defined in the UK GDPR
Processor	As defined in the UK GDPR
Procurement Area	A geographical area in which the LAA will procure Housing and Debt Contract Work

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

UK GDPR	The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EU (Withdrawal) Act 2018.
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