



Procurement of Criminal Legal Aid Services in England and Wales from January 2016 Information For Applicants

The Legal Aid Agency (LAA) is inviting Applicant Organisations to respond to this procurement to tender to deliver publicly funded criminal legal aid services from 11 January 2016.

This procurement process is designed to evaluate an Applicant Organisation's suitability to contract with us and will procure the:

- 2015 Own Client Crime Contract

This procurement process will also form the first stage of the tender for Applicant Organisations wishing to apply for 2015 Duty Provider Crime Contracts.

The Deadline for submitting responses to this procurement process is 12 noon on 23 May 2014 (the "Deadline")

This IFA

This Information for Applicants (IFA) document provides information about this first stage of the procurement process, including how Applicant Organisations submit a response to the Own Client Contract procurement process and the rules governing the procurement process.

Applicant Organisations must read this entire document before submitting their Tender and are advised to read all supplementary information provided.

2015 Own Client Crime Contract

For Applicant Organisations intending to apply for a 2015 Own Client Crime Contract ("Own Client Contract") only this is a one stage procurement process. Applicant Organisations who are successful will be awarded an Own Client Contract, subject to passing any further verification. All Own Client Contracts will include the authority to undertake Appeals & Reviews Contract Work and Associated Civil Work.

Prison Law Contract Work

Applicant Organisations intending to undertake Prison Law Contract Work as well as Own Client Contract Work will need to apply for this work as part of this procurement process.

Prison Law and/or Appeals & Reviews Contract Work Only

Applicant Organisations intending to deliver only Prison Law Contract Work and/or only Appeals & Reviews Contract Work will not be able to apply through this procurement process. They will need to respond to a separate procurement process likely to open in late 2014/early 2015. Further details will be published later this year on our website.

2015 Duty Provider Crime Contract

The second stage of the procurement process for 2015 Duty Provider Crime Contracts (“Duty Provider Contract”) will take place after contract awards are made for Own Client Contracts.

Applicant Organisations intending to tender for a Duty Provider Contract or wishing to undertake work on behalf of a Duty Provider Contract holder (as either a Delivery Partner or Agent) **must** submit a response to this procurement process.

Only Applicant Organisations who are awarded an Own Client Contract will be eligible to tender for a Duty Provider Contract or be eligible to carry out work under a Duty Provider Contract. Tenders for Duty Provider Contracts may only be submitted by same specific legal entities that are awarded an Own Client Contract. It will not be sufficient for the ultimate owners of an organisation tendering for a Duty Provider Contract (partners, shareholders or similar) to hold an Own Client Contract to meet this eligibility requirement.

Applicant Organisations that do not tender for an Own Client Contract or are unsuccessful will have no further opportunity to tender for a Duty Provider Contract or act as a Delivery Partner or Agent under another organisation’s Duty Provider Contract.

Applicant Organisations who are notified of our intention to award an Own Client Contract will be invited to submit responses to our Invitation to Tender (ITT) for Duty Provider Contracts (which we anticipate will commence in July 2014).

Applicant Organisations must consider how they intend to tender for a Duty Provider Contract having regard to the indicative timetable for the Duty Provider Contract procurement process set out below. Further information on how Applicant Organisations may choose to structure their bids is set out at paragraphs 1.17 – 1.22 of this IFA.

Timetable

Below is a list of indicative dates for key activities in this procurement process. Where there are changes to the dates set out below, we will notify Applicant Organisations through the eTendering system as soon as possible.

Activity	Timescale
Procurement process for 2015 Own Client Crime Contracts opens and available via the LAA’s eTendering portal	25 April 2014
Final date to submit questions about this procurement process	12 noon on 12 May 2014
Final ‘Frequently Asked Questions’ to be published	19 May 2014
Deadline for submission of Tenders	12 noon on 23 May 2014
Outcome of Own Client Contract Tenders	Late June 2014
Deadline for submission of appeals from unsuccessful Applicant Organisations	1 week after notification
Notification of appeal outcomes	July 2014
Verification of Own Client Tenders*	September 2015 – January 2016
Own Client Contract documentation issued**	December 2015 – January 2016
Service Commencement Date	11 January 2016

Below is an indicative timetable for the Duty Provider Contract procurement process to give Applicant Organisations an indication of when further tender activity may be required.

Activity	Timescale
Procurement process for 2015 Duty Provider Crime Contracts opens and available via the LAA's eTendering portal	27 November 2014
Final date to submit questions about this procurement process	12 noon on 15 December 2014
Final 'Frequently Asked Questions' to be published	22 December 2014
Deadline for submission of Tenders	12 noon on 5 May 2015
Notification of outcome of Duty Provider Contract Tenders	September 2015
Contract execution and Contract Start Date	Week commencing 5 October 2015
Mobilisation period	October to January 2016
Service Commencement Date	11 January 2016

*The verification process set out in this IFA will not apply to Applicant Organisations that apply for and are awarded a Duty Provider Contract in addition to an Own Client Contract. Tender verification for these organisations will take place under a single process which will be detailed in the IFA for Duty Provider Contracts.

** This applies to Applicant Organisations awarded an Own Client Contract only. Those Applicant Organisations awarded a Duty Provider Contract will enter into their Own Client Contract at the same time as their Duty Provider Contract(s) (anticipated to be February 2015).

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SECTION 1: INTRODUCTION AND BACKGROUND

About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for administering and commissioning legal aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (“LASPO”) and associated legislation. All contract documentation will be issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Transforming Legal Aid: Next Steps consultation response, published on 27 February 2014, outlined the procurement model for criminal legal aid contracts from 2015 and confirmed that Applicant Organisations will be able to tender for one of an unlimited number of Own Client Contracts and one or more of 525 Duty Provider Contracts in 85 Procurement Areas across England and Wales.
- 1.3 In this procurement process the LAA is inviting Applicant Organisations to tender for an Own Client Contract to deliver Own Client Contract Work anywhere within England and Wales from **11 January 2016**.
- 1.4 The Applicant Organisation’s Tender to deliver Contract Work under an Own Client Contract is governed by this Information for Applicants (IFA) document.
- 1.5 Applicant Organisations who are successful under this procurement process will be awarded an Own Client Contract, subject to satisfactorily verifying their Tender (see Section 7 for details).
- 1.6 This is a Part B services procurement to which the Public Contracts Regulations 2006 (as amended) (the “Regulations”) only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to Part B services.
- 1.7 In the development of these proposals, the LAA has undertaken due consideration of the Public Services (Social Value) Act 2012. Proposals may improve economic, social and environmental wellbeing in a number of ways, including:
 - Ensuring clients have access to criminal representation through the introduction of this contract
 - Offering an unlimited number of Own Client Contracts will facilitate access to the criminal legal aid market for those SMEs who are not able to grow their businesses to be able to deliver a Duty Provider Contract but wish to continue to undertake

- Own Client Contract Work or contribute to the provision of Duty Provider Contract Work through Delivery Partnership or Agency arrangements.
 - The move to more electronic ways of working, including the requirement to have a secure email account will encourage more cost effective ways of working and benefit the environment by placing less reliance on paper
- 1.8 The Deadline for submitting a Tender is **12 noon on 23 May 2014**. All Tenders must be completed and submitted using the LAA's eTendering system. Late submissions will not be considered under any circumstances (see paragraph 8.4). It is the Applicant Organisation's absolute responsibility to ensure that the LAA receives its Tender before the Deadline.

About the Own Client Contract

- 1.9 Own Client Contracts will be let for a period of four years from the Service Commencement Date (subject to rights of early termination and the LAA's right to extend for up to a further one year).
- 1.10 The Own Client Contract is made up of the following documents:
- Contract for Signature
 - Standard Terms (which governs the relationship between the LAA and the contract holder and contains overarching terms)
 - Specification (which governs how Contract Work must be delivered and includes the service standards and key performance indicators that contract holders must meet)
 - Schedules (which set out the Classes of Work that may be performed under the Contract and any bespoke terms relevant to the delivery of Contract Work at a particular Office).
- 1.11 Draft contract documentation is available on our website at <http://www.justice.gov.uk/legal-aid/contracts-and-tenders/2015-own-client-crime-contract>

Who can submit a Tender

- 1.12 This procurement process is open to any interested party able to meet our minimum requirements. Applicant Organisations do not need to be current LAA contract holders to submit a tender.
- 1.13 The LAA will only contract with a single legal entity. Should organisations wish to merge or join up with others to apply for an Own Client Contract it will be necessary to form a new single legal entity. This single legal entity, in accordance with the relevant professional body's regulatory rules, will be responsible for ensuring the performance of the contractual obligations. A client's retainer will always be with the organisation holding the contract.
- 1.14 Applicant Organisations awarded an Own Client Contract must be fully constituted and have been granted appropriate authorisation by a relevant legal sector regulator. Currently the only legal sector regulator who may grant authorisation for work under this Contract is the Solicitors Regulatory Authority (SRA). For the avoidance of doubt this does not preclude non-solicitor entities from applying, provided that they are able to form the appropriate legal entity. It is not necessary to have formed the entity at the time Applicant Organisations submit a Tender.

- 1.15 However, the requirements for those Applicant Organisations who apply for and are awarded Duty Provider Contracts are different and Applicant Organisations will be required to enter into their Own Client Contract at the same time as their Duty provider Contract(s) (anticipated to be February 2015). More information on Duty Provider Contracts can be found in the '2015 Duty Provider Contract Additional Information' document which can be found at <http://www.justice.gov.uk/legal-aid/contracts-and-tenders/tenders/2015-crime-tender>
- 1.16 Individuals tendering must be able to demonstrate that they hold all necessary authorisations and licenses to conduct contract work before the Service Commencement Date.

Structuring bids

- 1.17 Applicant Organisations must consider how they intend to tender for a Duty Provider Contract having regard to the indicative timetable for the Duty Provider Contract procurement process set out above.
- 1.18 An Applicant Organisation may be considering applying for a Duty Provider Contract as a different entity than it currently is either because it plans to merge with other organisations or form a new organisation to deliver services
- 1.19 To facilitate this; the LAA will permit Applicant Organisations to submit Own Client Contract Tenders:
- as the organisation as currently constituted; and
 - as the organisation it intends to become to tender for a Duty Provider Contract.
- 1.20 The effects of this rule are that:
- a) Pre-Submission of a Duty Provider Contract Tender submission deadline:
- If a proposed re-organisation / merger, etc. does not take place, the original entity (or entities) can either tender for a Duty Provider Contract as the original entity or choose not to tender. In either case the organisation can proceed with the Own Client Tender as the original entity.
- b) Post Submission of a Duty Provider Tender:
- If the new entity tenders for a Duty Provider Contract and is unsuccessful the component parts have the flexibility to proceed with an Own Client Contract award as the original entities or as the new entity.
- 1.21 Applicant Organisations will only be allowed to tender for one Duty Provider Contract in any Procurement Area. The procurement process will contain rules that prevent organisations configuring themselves to submit multiple bids in a single Procurement Area.
- 1.22 Detailed rules regarding tenders for the Duty Provider Contracts will be published in the Duty Provider Contract ITT (anticipated to be July 2014).

Outline of the criminal legal services

Own Client

- 1.23 Applicant Organisations who successfully tender for an Own Client Contract will be authorised to undertake Contract Work on behalf of an unlimited number of clients anywhere in England & Wales from the Service Commencement Date.
- 1.24 All Own Client Contract holders will be authorised to undertake Associated Civil Work and Appeals & Reviews Contract Work. However, Contract holders will not be automatically authorised to undertake Prison Law Contract Work.
- 1.25 Applicant Organisations intending to deliver only Prison Law Contract Work and/or only Appeals & Reviews Contract Work will not be able to apply through this procurement process. They will need to respond to a separate procurement process likely to open in late 2014/early 2015. Further details will be published later this year on our website.
- 1.26 Applicant Organisations wishing to undertake Prison Law Contract Work in addition must indicate this as part of their Tender. They will need to provide a compliant Prison Law Supervisor Declaration Form in advance of the Service Commencement Date to receive a contract authorisation to undertake this work.
- 1.27 For the avoidance of doubt, Duty Provider Contract Work is outside the scope of the Own Client Contract.

Duty Provider

- 1.28 Tenders for Own Client Contracts will form the first stage of the procurement process for Applicant Organisations intending to apply for a Duty Provider Contract.
- 1.29 Only those Applicant Organisations who have been successful in this Own Client procurement process will be eligible to apply for a Duty Provider Contract.
- 1.30 Full details of the next stage of the procurement process for Duty Provider Contracts will be made available when the ITT opens (planned for July 2014).

Payment for Contract Work (Own Client and Duty Provider Contracts)

- 1.31 Payment provisions under the Own Client and Duty Provider Contracts will be identical. Payments under the Contract will be, as under current criminal contracts, at the rates set out in Legal Aid Legislation.
- 1.32 As confirmed in the Transforming Legal Aid: Next Steps: Government Response (“Consultation Response”) some changes will be made to the current remuneration mechanisms. The current rates of payment can be found in The Criminal Legal Aid (Remuneration) Regulations 2013 (as amended) (“Remuneration Regulations”).
- 1.33 Details of the changes to the current remuneration mechanisms and rates of payment can be found at paragraphs 39 to 53 of the Consultation Response introduction and paragraphs 33 to 51 of Annex C.
- 1.34 These changes will be implemented through a Statutory Instrument to amend the Remuneration Regulations. We anticipate publishing the draft Statutory Instrument in spring 2015, however, the Consultation Response provides clarity and informs potential Applicant Organisations of payment arrangements that will apply under the Own Client Contract and Duty Provider Contract.

- 1.35 The Consultation Response confirmed that the Government intended to reduce crime fees by a further 8.75% upon commencement of delivery of services under the new contract (see paragraph 74 of the Consultation response). However, the Ministry of Justice has subsequently agreed that before implementing this reduction it will consider and take into account the outcome of the Leveson review, on-going criminal justice reforms and any impacts from previous remuneration changes.
- 1.36 Nevertheless, Applicant Organisations should plan and tender for Own Client Contracts and Duty Provider Contracts on the basis of the further 8.75% reduction, as they will be expected to demonstrate that they are capable of delivering at that level. The fee cut will be no greater than this.

SECTION 2: WHAT REQUIREMENTS DO APPLICANT ORGANISATIONS NEED TO MEET TO BE AWARDED AN OWN CLIENT CONTRACT?

- 2.1 Applicant Organisations must be successful under this procurement process in order to be awarded an Own Client Contract.
- 2.2 Any Applicant Organisation also wishing to deliver work under a Duty Provider Contract, (whether as a Lead Contractor (Contract holder), Delivery Partner or Agent) must also tender for and be awarded an Own Client Contract.

Criteria for Own Client Contracts

- 2.3 Applicant Organisations must confirm that they will meet the relevant Criteria by the Service Commencement Date in order to be awarded an Own Client Contract. These Criteria can be found in Section D of Annex A of this document and can be summarised as follows:
- Applicant Organisations must have been granted appropriate authorisation by a relevant legal sector regulator. Currently the only legal sector regulator who may grant authorisation to organisations for work under this Contract is the SRA. For the avoidance of doubt this does not preclude non-solicitor entities from applying, provided that they are able to form the appropriate legal entity. Individuals applying to hold the Own Client Contract must have all necessary licenses and authorisations to conduct Contract Work by the Contract Start Date; and
 - Applicant Organisations must have at least one Office in England and Wales that meets the requirements set out at paragraph 2.33 of the 2015 Own Client Crime Contract Specification; and
 - Applicant Organisations must Employ at least one Full Time Equivalent Supervisor who meets the Crime Supervisor Standard and commit to maintain a ratio of one full-time equivalent Supervisor to four Designated Fee Earners/Caseworkers as set out at paragraph 2.21 of the 2015 Own Client Crime Contract Specification. Save in respect of Prison Law, Supervisors must not also act as a Supervisor for another organisation; and
 - Applicant Organisations must hold a Relevant Quality Standard (see section 2.9 – 2.14 of this IFA for further details); either the Law Society's Lexcel standard or the LAA Specialist Quality Mark (as audited by the SQM Delivery Partnership); and

- Applicant Organisations must have at least one operational email account, which must:
 - (i) be able to send and receive emails, which may contain sensitive information, over the Government Secure Intranet; and
 - (ii) be used by you as the address by which the criminal justice agencies (including prosecution and police) serve or make available evidence and communicate electronically with you as set out at paragraph 7.16(j) of the 2015 Own Client Contract, Standard Terms.

2.4 In accordance with the verification process set out at Section 7 of this IFA we will request confirmation that the necessary arrangements are in place to meet the Criteria contained in Annex A six weeks before the Service Commencement Date. We will not issue contract documentation until we are satisfied that the Criteria are met. We will not contract with any Applicant Organisations who are unable to provide confirmation of this by Service Commencement Date.

2.5 As part of each Tender an Applicant Organisation submits they will only be required to provide details of one Office services will be delivered from. Successful Applicant Organisations who wish to deliver and administer services from additional Offices will be asked to provide further details during the verification stage to inform contract documentation. Own Client Contract holders will be authorised to provide advice to clients at other locations in addition to their Office(s) such as at courts, police stations or other locations.

Supervisor requirements

- 2.6 The Crime Supervisor Standard is set out at 2.1 – 2.14 of the Own Client Contract Specification.
- 2.7 Applicant Organisations who also apply to undertake Prison Law Contract Work must also meet the Prison Law Supervisor Standard set out at 2.1 – 2.13 and 2.16 -2.18 of the Own Client Contract Specification.

Relevant Quality Standard requirements

- 2.8 As outlined at 2.3, by the Service Commencement Date Applicant Organisations must hold either the LAA’s (paid for) Specialist Quality Mark (SQM) or the Law Society’s Lexcel standard. Applicant Organisations will be responsible for paying all necessary fees to the auditing organisation.
- 2.9 In April 2010, the SQM Delivery Partnership was appointed to undertake SQM audits, charging organisations for the service. All Applicant Organisations intending to meet this Criterion through holding the SQM will be required to be audited by the SQM Delivery Partnership as outlined in paragraph 2.10.
- 2.10 Where an Applicant Organisation already holds the SQM following an audit from the SQM Delivery Partnership or is in the process of being audited by them, it need not reapply for the SQM. Requirements according to the Relevant Quality Standard an Applicant Organisation chooses to hold are detailed below:

<i>Applicant Type (by organisation)</i>	<i>Requirement</i>
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New legal entity (i.e. not currently practicing) that intends to hold SQM	- Pass desktop audit by Service Commencement Date - Fully pass the Pre SQM audit within six months of the Service Commencement Date
Any organisation that intends to hold Lexcel. Organisations are advised to check with Lexcel regarding the requirements to hold this Quality Standard	- Achieve Lexcel by Service Commencement Date
Existing legal entity that intends to hold SQM (this includes existing LAA contract holders with an SQM but not as audited by SQM Delivery Partnership)	- Fully pass the Post SQM audit by Service Commencement Date
Organisation already holding Lexcel	- No further audit required
Organisation already holding SQM as audited by SQM Delivery Partnership	- No further audit required

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

Indemnities

- 2.14 It will be a condition of contract award that Applicant Organisations with limited liability supply us with a relevant indemnity form (unless a registered charity who will not be required to provide any indemnity or similar) by Service Commencement Date. This must be signed by the ultimate owners of the Applicant Organisation and/or such persons as we might reasonably regard as being controllers and/or senior managers of the Applicant Organisation and/or where the Applicant Organisation is a limited company, from any company which is its holding company.
- 2.15 If the Applicant Organisation fails to provide the LAA with a completed indemnity form complying with these requirements by the specified date, the LAA will not be able to issue contract documentation. We will not contract with any Applicant Organisations

who are unable to provide confirmation of this by Service Commencement Date. A copy of the indemnity form is available at <http://www.justice.gov.uk/legal-aid/contracts-and-tenders>

- 2.16 At the LAA's discretion, a guarantee offering equivalent protection may be accepted from an Applicant Organisation with limited liability as an alternative to an indemnity. We will consider exercising such discretion where an Applicant Organisation is able to demonstrate that such a guarantee will protect public funds to the same extent as an indemnity would.

Electronic Working

- 2.17 The provisions of the Own Client Contract provide that the LAA may introduce Mandatory Electronic Working during the life of the Own Client Contract on three months' notice. By submitting a Tender you agree that such notice may be given prior to the Service Commencement Date as if it were notice under the Own Client Contract.

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

- 3.1 All Tenders must be completed and submitted using the LAA's eTendering system. This is a secure Internet site through which Tenders are managed. It can either be accessed through eTendering portal links on the tender pages of the LAA website or directly at www.legalaid.bravosolution.co.uk
- 3.2 Applicant Organisations must familiarise themselves with the eTendering system guides available through the 'Technical Support and Guidance' link on the eTendering system home page, which provides more detailed guidance on how to complete a Tender.
- 3.3 In order to access this procurement opportunity, Applicant Organisations must register on the eTendering system.
- 3.4 Some Applicant Organisations may have already registered on the system as part of previous LAA procurement exercises. If this is the case and the details of the organisation remain up to date, there is no need to register again. If Applicant Organisations have forgotten their password they must click on the 'Forgotten your password?' link on the eTendering homepage to get their password reset.
- 3.5 Communication with Applicant Organisations from the LAA about this procurement process will be undertaken through the secure online eTendering system message board. The LAA highly recommend that multiple additional users are set up under an Applicant Organisation's registration (see 'Technical Support and Guidance' link) so urgent messages that may affect an Applicant Organisation's Tender can be actioned as necessary. Applicant Organisations are advised to check the eTendering system regularly to ensure that any messages are read promptly.
- 3.6 Once registered on the eTendering system Applicant Organisations will be able to access the procurement exercise in the eTendering system:
- PQQ 55 - Procurement process for Own Client Crime Contracts from July 2015

This is available via the 'PQQ open to all suppliers' link. Applicant Organisations must ensure that they access and submit the correct Tender for this procurement process.

- 3.7 All questions marked with a red asterisk on the eTendering system are mandatory and the eTendering system will not permit an Applicant Organisation to submit its Tender unless answers to these questions are provided. It is the Applicant Organisation's sole responsibility to ensure that it correctly accesses, completes and submits its Tender.
- 3.8 There is a button in the eTendering system called 'check mandatory questions'. By clicking on this the eTendering system will check that an Applicant Organisation has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 3.9 When Applicant Organisations submit their Tender for the first time they will receive an automated message that their response has been successfully submitted. This only provides an indication of whether the Tender has been transmitted to the LAA and not whether the Tender is fully completed and/or will be assessed as being successful.
- 3.10 The Deadline for submitting completed Tenders is **12 noon on 23 May 2014**. Tenders submitted after the Deadline will not be accepted. It is the Applicant Organisation's absolute responsibility to ensure that the LAA receives its Tender before the Deadline.

SECTION 4: COMPLETION OF THE TENDER

- 4.1 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex A.
- 4.2 In accordance with paragraph 8.33 of this IFA if the Applicant Organisation's Tender has been assessed as successful and it subsequently changes its status or any material element of its Tender after the Deadline and before the Service Commencement Date, the Applicant Organisation must inform the LAA. Changes that render the Tender non-compliant will result in the LAA rejecting the Tender.
- 4.3 Applicant Organisations must respond to a series of questions covering the following areas:
- Applicant Organisation and contact details (Section A)
 - Grounds for mandatory rejection (Section B)
 - Grounds for discretionary rejection (Section C)
 - Confirmation of:
 - meeting Criteria by Service Commencement Date
 - whether the Applicant Organisation wishes to apply for Prison Law Contract Work
 - Declarations

Sections B - C

- 4.4 For each question the Applicant Organisation will be presented with either a free text box or a series of drop down options from which to select a response.

- 4.5 There is no opportunity for the Applicant Organisation to present any exceptional circumstances where a requirement in Section B is not met.
- 4.6 In response to questions in Section C an opportunity is provided by means of a series of free text boxes for an Applicant Organisation to give further details (known as exceptional circumstances). This will enable the LAA to consider where an Applicant Organisation is not able to meet a requirement outright and whether the LAA should exercise discretion to allow the application to proceed.
- 4.7 Where the opportunity to provide details of exceptional circumstances is given, specific information in response to supplemental questions is requested. Applicant Organisations must be explicit and comprehensive in responding to these questions as where exceptional circumstances apply this will be the single source of information, subject to paragraph 6.2, which we will use to decide whether or not exceptional circumstances apply.
- 4.8 Applicant Organisations may not use exceptional circumstances as an opportunity to provide other supplementary information in support of their Tender. Any information provided that is not relevant to the particular Criterion and explanation of exceptional circumstances will not be considered.

Confirmation of Criteria

- 4.9 Applicant Organisations are required to confirm that they will meet the Criteria outlined at paragraph 2.3 of this IFA by the Service Commencement Date in order to be awarded an Own Client Contract. Applicant Organisations who indicate that they are unable to meet these Criteria **will be excluded** from participating further in this procurement.

Applicant Organisations wishing to undertake Prison Law Contract Work

- 4.10 Applicant Organisations wishing to undertake Prison Law Contract Work in addition to Own Client Contract Work must indicate this as part of their Tender.

Declarations

- 4.11 The Compliance Officer for Legal Practice (COLP) for all Applicant Organisations must confirm that the information provided is accurate, that they understand the information provided will be used to assess suitability to hold a contract and that they understand the LAA may reject their Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. The precise wording of the Declaration is contained at Annex A.
- 4.12 If an Applicant Organisation is assessed as failing any question in their Tender it will be unsuccessful. These Applicants Organisations will not be invited to submit a response to the Invitation To Tender (ITT) for Duty Provider Contracts.

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

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

- questions about the content of this IFA; and
- technical questions about how to operate the eTendering system.

Questions about this IFA

- 5.2 If an Applicant Organisation has any questions about the content of this IFA, it may submit them up until **12 noon on 12 May 2014** (note this is referred to in the eTendering system as the 'End date for supplier clarification messages') through the eTendering system.
- 5.3 All questions must be submitted using the online secure eTendering system message boards.
- 5.4 Applicant Organisations should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest will be collated and answered centrally in writing to ensure that all interested parties have equal access to information. Questions and answers will be published on the tender pages of our website (Legal-aid > Contracts and Tenders > Tenders > 2015 Crime Tender) in the 'Own Client procurement process for Criminal Legal Aid Services from July 2015 Frequently Asked Questions (FAQ)'. An Applicant Organisation that objects to publication should expressly state this and the LAA will consider this.
- 5.5 A first version of this FAQ document will be published on 12 May, incorporating initial questions received, and a final FAQ document will be published on 19 May 2014.

Technical questions about how to operate the eTendering system

- 5.6 There is a helpdesk to provide technical support to Applicant Organisations using the eTendering system. However, the helpdesk is **unable** to assist with problems with Applicant Organisations' own computer hardware or systems - for these types of issues Applicant Organisations should contact their usual IT support.
- 5.7 Questions should be emailed to the following email address: LAATenderHelpdesk@ventura-uk.com. Alternatively, the telephone number for the helpdesk is 03330 037060 (lines are open from 9am to 6pm Monday to Friday).
- 5.8 The LAA recommend that Applicant Organisations start to complete their Tender early so that they identify any areas where they need help as soon as possible, as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time.

SECTION 6: WHAT HAPPENS AFTER A TENDER IS SUBMITTED?

- 6.1 Subject to 6.2 below, the LAA will assess Tenders on the basis of information submitted by the Applicant Organisation in its Tender. Tenders will be assessed on a pass or fail basis.
- 6.2 Where Applicant Organisations' Tenders state they do not meet the Criterion in question C.5. or C.7 the LAA will review its own records. Where the LAA is able to identify through the information it holds that the Applicant Organisation does meet the Criterion it will be assessed as passing. For all other questions in Section C, the LAA's assessment will be solely reliant on information provided by the Applicant Organisation.

- 6.3 Applicant Organisations who are assessed as passing all requirements will be offered an Own Client Contract, subject to verification.
- 6.4 All Applicant Organisations will be notified of the outcome of their Tenders through the eTendering message board.

Applicant Organisations whose Tender for an Own Client Contract is unsuccessful

- 6.5 Notifications to Applicant Organisations who have been unsuccessful in their Tender for an Own Client Contract will include reasons for why their Tender has been assessed as unsuccessful.
- 6.6 The right of appeal is set out at paragraph 8.22 of this IFA.
- 6.7 In the event of a successful appeal Applicant Organisations will be notified of the LAA's intention to award an Own Client Contract and will be eligible to submit responses to the ITT for Duty Provider Contracts should they wish to do so.
- 6.8 Where Applicant Organisations are notified that their Tender for an Own Client Contract has been unsuccessful they will not be invited to submit responses to the ITT for Duty Provider Contracts.

Applicant Organisations whose Tender for an Own Client Contract is successful

- 6.9 Notifications of the LAA's intention to award an Own Client Contract will include details of how Applicant Organisations will be invited to the ITT for Duty Provider Contracts and how they can take part if they wish.

SECTION 7: VERIFICATION OF OWN CLIENT TENDERS

- 7.1 The verification process set out below will not apply to Applicant Organisations that apply for and are awarded a Duty Provider Contract in addition to an Own Client Contract. Tender verification for these organisations will take place under a single process which will be detailed in the IFA for Duty Provider Contracts.

Verification process for successful Applicant Organisations for Own Client Contracts only

- 7.2 All successful Applicant Organisations will be requested to verify their Tender six weeks prior to the Service Commencement Date. Requests for verification will be sent to Applicant Organisations in January 2015.
- 7.3 Responses to verification will be requested by 19 May 2015 (six weeks before the Service Commencement Date). Where responses to verification are received later than 19 May the LAA cannot guarantee to issue contract documentation by the Service Commencement Date.
- 7.4 Where no response is received to a verification request by the Service Commencement Date or information is provided but is incomplete the contract offer will be withdrawn.
- 7.5 Set out below is a breakdown of the information we will request from Applicant Organisations to verify Own Client Contract offers:

What will we verify	What evidence will require from the Applicant Organisation	In what circumstances the evidence would be requested
Applicant Organisation Employs a Supervisor that meets the Crime Supervisor Standard	Compliant Supervisor Declaration Form(s)	For all Applicant Organisations
Applicant Organisation Employs a Supervisor that meets the Prison Law Supervisor Standard	Compliant Supervisor Declaration Form(s)	Where the Applicant Organisation stated in its Tender that it wished to apply to undertake Prison Law Contract Work
Applicant Organisation has an Office in England and Wales that meets the presence requirements that are set out in the 2015 Own Client Crime Contract	Main Office address and LAA Account Number, where applicable	Where the Applicant Organisation stated in its Tender that its Office was not yet in place
Applicant Organisations with limited liabilities have provided appropriate indemnities	Compliant Indemnity Form	Where the Applicant Organisation has limited liability (unless a registered charity)

- 7.6 The LAA will also require confirmation that Applicant Organisations have been granted appropriate authorisation by a relevant legal sector regulator and that they hold a Relevant Quality Standard by the Service Commencement Date. Currently the only legal sector regulator who may grant authorisation for work under this Contract is the Solicitors Regulatory Authority (SRA). For the avoidance of doubt this does not preclude non-solicitor entities from applying, provided that they are able to form the appropriate legal entity.
- 7.7 The LAA may at its sole discretion seek to verify additional information contained in the Applicant Organisation's Tender.
- 7.8 Where an Applicant Organisation intends to deliver and administer services from more than one Office in England and Wales under the Own Client Contract we will require details of all Office addresses and LAA Account Numbers, where applicable, to be provided as part of verification.
- 7.9 Where Applicant Organisations are opening an Office to deliver the Contract Work tendered for, in addition to confirming the Office address as part of verification, they will be sent an AC1 form to complete so the new Office can be allocated an LAA Account Number and set up on the LAA systems. Applicant Organisations cannot be issued with contract documentation or be able to start, or be paid for, work under the contract until a completed AC1 form has been received.

Issuing of contract documentation

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

SECTION 8: RULES OF THE OWN CLIENT PROCUREMENT PROCESS

- 8.1 'Legal services' are classified as 'Part B' services to which the Public Contract Regulations 2006 (the "Regulations") only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to Part B services. Accordingly the following rules apply.
- 8.2 The Own Client Contract procurement process is governed by this Information for Applicants (IFA) document. This IFA represents a complete statement of the rules of the Own Client procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral.
- 8.3 The Applicant Organisation agrees to the Rules of the Own Client Procurement Process (comprising of this Section 8 of the IFA), the terms of the user agreement governing the use of the LAA eTendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant Organisation fails to meet the Rules of the Own Client Procurement Process and/or the terms of the user agreement, the LAA will assess the Applicant Organisation's Tender as unsuccessful.
- 8.4 The Applicant Organisation must submit a complete Tender (in accordance with paragraph 8.7) 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 unsuccessful if it is submitted by the Applicant Organisation after the Deadline. The LAA will not consider (1) any requests by the Applicant Organisation to amend or submit the Tender after the Deadline or (2) any requests by the Applicant

Organisation for an extension of the time or date fixed for the submission of the Tender. The Applicant Organisation accepts all responsibility for ensuring its Tender is received by the LAA.

- 8.5 The Applicant Organisation must fill in and submit their complete Tender (see paragraph 8.7) using the eTendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant Organisation in any other form, or by any other method.
- 8.6 A Tender must be authorised by the Applicant Organisation's Compliance Officer or proposed Compliance Officer for Legal Practice.
- 8.7 For a Tender to be complete, the Applicant Organisation must, prior to the Deadline, submit a complete response to this procurement opportunity ('Procurement process for Own Client Crime Contracts from July 2015'). To constitute a complete Tender the Applicant Organisation must reply to all the questions in the Tender, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information.
- 8.8 The Applicant Organisation may amend and re-submit its Tender at any time up to the Deadline. If so amended and re-submitted by the Applicant Organisation, only the latest Tender submitted by an Applicant Organisation prior to the Deadline shall be assessed by the LAA.
- 8.9 Subject to the bidding rules at paragraphs 1.17 – 1.22 of this IFA the Applicant Organisation must only submit one Tender for the organisation. If more than one Tender is received from the same Applicant Organisation by the LAA, the latest Tender submitted by the Applicant Organisation prior to the Deadline shall be assessed by the LAA. For the avoidance of doubt, the LAA will not consider any earlier Tender submitted by the Applicant Organisation in this regard. For the avoidance of doubt, where separate Tenders are submitted by an organisation as it currently stands and as it intends to become to tender for a Duty Provider Contract, this shall not be considered to be bids from the same Applicant Organisation.
- 8.10 It is the Applicant Organisation's responsibility to ensure that its Tender is fully and accurately completed. The Applicant Organisation must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 8.11 The Applicant Organisation is not permitted to amend or alter the Tender after the Deadline except in the circumstances permitted by the LAA.
- 8.12 The LAA reserves the right to amend the IFA and the Own Client procurement process at any time prior to the submission of Tenders. Any notices of amendments will be published on the LAA website: <http://www.justice.gov.uk/legal-aid/contracts-and-tenders/tenders/2015-crime-tender> and all Applicant Organisations that have expressed an interest will be notified individually through a message in the eTendering system.
- 8.13 A Tender submitted by an Applicant Organisation, which does not comply with any amendments made in accordance with 8.12 before the Deadline will be assessed as unsuccessful.
- 8.14 It is the Applicant Organisation's responsibility to monitor messages received through the eTendering system and the LAA accepts no liability where this is not done. All

communication with Applicant Organisations through the eTendering system, including that outlined in 8.12 will be deemed to have been received by the Applicant Organisation at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.

- 8.15 Any Frequently Answered Questions published on the LAA website in accordance with Section 5 of this IFA will form part of the tender documentation. Applicant Organisations should ensure that prior to submitting a Tender they consider the relevant Frequently Answered Questions documents published.
- 8.16 The LAA may at its sole discretion seek to clarify or verify the Applicant Organisation's Tender.
- 8.17 Where the LAA contacts the Applicant Organisation in circumstances outlined in 8.16, the Applicant Organisation must provide the information requested by the date specified by the LAA. Any information provided by the Applicant Organisation after the specified date will not be taken into account by the LAA when evaluating the Applicant Organisation's Tender.
- 8.18 The LAA reserves the right at its absolute discretion to disqualify from the procurement process any Applicant Organisation for submitting (regardless of whether done intentionally or not):
- (i) false information; and/or
 - (ii) information which misrepresents the Applicant Organisation's actual position; and/or
 - (iii) misleading information
- 8.19 The Applicant Organisation, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions in the IFA and the eTendering system in all respects; and
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant Organisation are true, complete and accurate in all respects.
- 8.20 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 will conduct checks on an Applicant Organisation or its Tender to determine the accuracy of the tender responses. The Applicant Organisation is obliged to assist with any enquiries. Should the LAA find any part of the Tender to be incorrect the LAA reserves the right to disqualify the Applicant Organisation from the procurement process.
- 8.21 After assessment of a Tender is complete, the LAA will retain copies of the Tender for such time as it considers reasonable to satisfy the LAA's audit obligations and for any associated contract management purposes.
- 8.22 The Applicant Organisation's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the Tender (subject to paragraph 8.16), considers that the LAA has made an error in its assessment of the Applicant Organisation's response to grounds for discretionary rejection (Section C). There is no other right of appeal, including, for example, in respect of any mistakes, inaccuracies or errors made by the Applicant Organisation in its Tender or where the Applicant Organisation fails to submit its Tender prior to the Deadline. For

the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify information within an Applicant Organisation's Tender.

- 8.23 Where an Applicant Organisation seeks to appeal on grounds other than the ground of appeal set out in 8.22 such representations will not be considered. An appeal must not seek to raise new grounds from those outlined in the Tender which would constitute an improvement to the Tender.
- 8.24 Appeals will only be accepted by the LAA if submitted on the appeals pro forma which will be made available on the tender pages of the Justice website, and if they are submitted via the designated email address which will be detailed in the letter notifying the Applicant Organisation that their Tender was unsuccessful. Appeals submitted in any other form, through any other method may not be considered. The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 8.25 The LAA's Principal Legal Adviser (or the Principal Legal Adviser's appointed representative) will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 8.26 The LAA has the right to vary or cancel the procurement process in its entirety or in part, and not to proceed to award Contracts at any time at its absolute discretion.
- 8.27 The Applicant Organisation agrees to keep any Tender valid and capable of acceptance by LAA up to the Service Commencement Date
- 8.28 The Applicant Organisation is solely responsible for the costs and expenses incurred in connection with the preparation and submission of a Tender or associated with any cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs.
- 8.29 By submitting a Tender Applicant Organisations agree to enter into the Own Client Crime Contract without further negotiation or amendment should they be successful in this procurement process.
- 8.30 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained in the IFA and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and associated documents, the provisions of the Rules of the Own Client Procurement Process (comprising Section 8 of this IFA) will have precedence.
- 8.31 All information supplied by the LAA to the Applicant Organisation including that within the IFA, is subject to that Applicant Organisation's own due diligence. The LAA accepts no liability to the Applicant Organisation whatsoever resulting from the use of the IFA, or any omissions from or deficiencies in them.
- 8.32 Without prejudice to any warranties given, these Rules of the Own Client procurement process do not form a separate collateral contract between the Applicant Organisation and the LAA. The relevant parts of the Applicant Organisation's Tender may form part of any Contract subsequently awarded.

- 8.33 Where a material change occurs to the tender information submitted by an Applicant Organisation, including issues relating to any current contract the Applicant Organisation holds, the Applicant Organisation must inform the LAA. For example, if, prior to the Service Commencement Date, you have a LAA contract terminated in whole or in part, or you receive a notice to terminate, you must tell us. We will be entitled to reject your Tender, on this basis subject to the assessment of any exceptional circumstances provided. The LAA will conduct a re-assessment to ensure the bid is not adversely impacted. If upon re-assessment, the Applicant Organisation's Tender is deemed to be unsuccessful or any conditions of Contract award are not met, the LAA will not proceed with any decision made to award the Own Client Contract
- 8.34 The LAA reserves the right, prior to any execution of an Own Client Contract, to carry out further due diligence checks. Where, as part of any due diligence, an Applicant Organisation is found not to comply with any material elements of its Tender, the LAA will not proceed with any decision made to award an Own Client Contract.
- 8.35 The LAA reserves the right to place additional contractual conditions on the award of an Own Client Contract to an individual Applicant Organisation .
- 8.36 The Applicant Organisation (including its employees, Key Personnel and agents) must not;
- (a) canvass any officers, employees, agents or advisers of the LAA in connection with this IFA process; or
- (b) offer or agree to pay or give any sum of money, inducement or valuable consideration (directly or indirectly) to any person for doing or having done or causing or having caused to be done in relation to this IFA, any act or omission.
- 8.37 The Applicant Organisation must not collude with any other person or organisation in any way, in this procurement process.
- 8.38 The award of an Own Client Contract does not guarantee any minimum amount of work.
- 8.39 In submitting its Tender, the Applicant Organisation further acknowledges that the 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 the LAA for example, but not limited to, its treatment of Applicant Organisations, assessment of Tenders or related processes can be relied upon by the Applicant Organisation as setting any precedent for the LAA's conduct in respect of this procurement process.

Confidentiality and Freedom of Information Act 2000

- 8.40 The LAA may share any information contained in an Applicant Organisation's Tender with the provider of the eTendering system for the purposes of administering the procurement process.
- 8.41 The Applicant Organisation should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.

- 8.42 If an Applicant Organisation is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant Organisation must familiarise itself with the Information Commissioner's current position on the disclosure and non disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 8.43 The Applicant Organisation must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant Organisation as confidential will not be disclosed where the public interest favours disclosure pursuant to our obligations under FOIA.
- 8.44 The LAA will publish details of all contract awards in accordance with government transparency standards.
- 8.45 The LAA, will collect, hold and use personal data obtained from and about the Applicant Organisation and its Key Personnel during the course of the procurement process ("Personal Data").
- 8.46 By submitting a Tender Applicant Organisations consent and confirm they have obtained all necessary consents to such Personal Data being collected, held and used in accordance with and for the purposes of administering the procurement process as contemplated by the IFA and for contract management of any Contract subsequently awarded.
- 8.47 The Applicant Organisation warrants, on a continuing basis, that it has:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Regulations (which means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner);and
 - (b) otherwise fully complied with all of its obligations under the Data Protection Regulations, in order to disclose to the LAA the Personal Data, and allow the LAA to carry out the procurement process. The Applicant Organisation shall immediately notify the LAA if any of the consents is revoked or changed in any way which impacts on the LAA's rights or obligations in relation to such Personal Data.
- 8.48 Applicant Organisations wishing to provide Contract Work within Wales must ensure it is accessible to, and understandable by, Clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other statutory instruments which come into force from time to time under the Welsh Language Act 1993.
- 8.49 This IFA and any supplementary documents issued as part of this procurement process (including the ITTs) are governed and construed in accordance with English Law.

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Information Sharing

- 8.53 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice. For these purposes, the LAA may disclose within Government any of the Applicant Organisation's documentation/information (including any that the Applicant Organisation considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Applicant Organisation to the LAA during this Procurement. The information will not be disclosed outside Government pursuant to this clause. Applicant Organisations taking part in this procurement consent to these terms as part of the procurement process.

ANNEX A: TENDER QUESTIONS AND ASSESSMENT

Section A – organisation and contact details

No.	Question	Response options and assessment
A.1.	Full name of Applicant Organisation	Free Text
A.2.	<p>Head/main Office address from which Contract Work will be delivered</p> <p>Where the Applicant Organisation does not yet have an Office please enter 'NA'</p> <p>NOTE: This information will be used to ensure the Applicant Organisation has an Office in England & Wales</p>	Free Text
A.3.	<p>Postcode of the head/main Office address from which Contract Work will be delivered</p> <p>Where the Applicant Organisation does not yet have an Office please enter 'NA'</p> <p>NOTE: This information will be used to ensure the Applicant Organisation has an Office in England & Wales</p>	Free Text
A.4.	<p>Company or charity registration number</p> <p>If this does not apply to the Applicant Organisation please answer "N/A".</p>	Free Text
A.5.	<p>VAT registration number</p> <p>If this does not apply to the Applicant Organisation please answer "N/A".</p>	Free Text
A.6.i	<p>Predecessor bodies – has your Applicant Organisation been subject to any change to its status in the three years preceding the date of your Tender submission? This may include (but is not limited to) merger, novation, de-merger or change in legal status such as becoming a limited liability partnership.</p>	<p>Options list:</p> <p>i) Yes</p> <p>ii) No</p>

A.6.ii	<p>If you answered “Yes” to question A.6.i, please provide details of all status changes in this time period.</p> <p>If you answered “No” to question A.6.i, please answer “N/A”.</p>	Free Text
A.7.	<p>Parent companies – please list any organisation which owns more than 50 percent of the voting shares of the Applicant Organisation or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders)</p> <p>If the Applicant Organisation does not have any parent companies please answer “N/A”</p>	Free Text
A.8.i	<p>Type of entity at Service Commencement Date (this may not be the same as currently)</p> <p>This information will be used to determine whether your Applicant Organisation has limited liability and will be required to submit an indemnity form. If you are required to submit an indemnity form, we will ask for this at verification stage.</p> <p>NOTE: Applicant Organisations must read paragraphs 1.17 – 1.22 of the IFA in relation to how Applicant Organisations may structure their bids for Duty Provider Contracts. Where an Applicant Organisation intends to bid both as it is currently constituted and as it intends to become to tender for a Duty Provider Contract they must respond to this question as appropriate.</p>	<p>Options list:</p> <ul style="list-style-type: none"> i) a public limited company ii) a limited company iii) a limited liability partnership iv) partnership v) sole trader vi) registered charity vii) other
A.8.ii	<p>Will the Applicant Organisation be delivering the Contract Work as an Alternative Business Structure?</p>	<p>Options list:</p> <ul style="list-style-type: none"> i) Yes ii) No

A.9.i	Does the Applicant Organisation currently hold the necessary authorisation to provide Contract Work from one of the legal sector regulators?	Options list: i) Yes, currently authorised ii) No, not currently authorised
A.9.ii	If the Applicant Organisation has answered “Yes” to A.9.i please provide the authorisation number If the Applicant Organisation has answered “No” to A.9.i please answer “N/A”.	Free Text
A.10	Contact details for the purposes of this Tender - Contact Name	Free Text
A.11	Contact address and postcode	Free Text
A.12	Contact email address	Free Text
A.13	Contact telephone number	Free Text

Section B – grounds for mandatory rejection

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

No.	Question	Response type
B.1.i(a)	Has the Applicant Organisation, its Key Personnel or any person who has powers of representation, decision or control of the Applicant Organisation (for example, but not limited to, your directors or partners) been convicted of any of the following offences? a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA; b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	Yes (Fail) No (Pass)

	<p>c) the offence of bribery, where the offence relates to active corruption;</p> <p>d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;</p> <p>e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;</p> <p>f) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or</p> <p>g) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994.</p>	
B.1.i(b)	<p>Has the Applicant Organisation, its Key Personnel or any person who has powers of representation, decision or control of the Applicant Organisation (for example, but not limited to, your directors or partners) been convicted of any of the following offences?</p> <p>Fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:</p> <ul style="list-style-type: none"> i) the offence of cheating the Revenue; ii) the offence of conspiracy to defraud; iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or Section 993 of the Companies Act 2006; v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; 	<p>Yes (Fail)</p> <p>No (Pass)</p>

	<p>vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;</p> <p>viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or</p> <p>ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006.</p>	
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Section C – grounds for discretionary rejection

The LAA may exclude Applicant Organisations that answer “Yes” to any one of the following questions but will consider the exceptional circumstances you submit. Applicant Organisations that cannot answer “No” to every question may be excluded.

In the event that an Applicant Organisation that answers “Yes” to any of the following questions, it must answer all related exceptional circumstances questions in the boxes provided. If there is more than one incident, it must give the information about each incident. Applicant Organisations that fail to provide the required information will be excluded. Applicant Organisations must be explicit and comprehensive in responding to these questions as, subject to paragraph 6.2 of the IFA, this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances apply.

	Question	Response type
C.1.i(a)	<p>Is any of the following true of your Key Personnel?</p> <p>Being an individual, is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt</p>	Yes (Fail subject to the assessment of any exceptional circumstances provided)

	within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state	No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question at C.1.i(a), you must give details by answering questions C.1.ii(a) to v below.	
C.1.ii(a)	Please give the name and position of the person(s) involved.	Free Text
C.1.iii(a)	Please give the date when the event(s) occurred	Free Text
C.1.iv(a)	Please give details about the situation, including the amount of money involved	Free Text
C.1.v(a)	Please give details about any measures you have taken to ensure that the situation is resolved and confirm the current position on repayments including the date by which the amount will be repaid.	Free Text
C.1.i(b)	Is any of the following true of the Applicant Organisation? Being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of similar procedures under the law of any other state?	Yes (Fail subject to the assessment of any exceptional circumstances provided) No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question at C.1.i(b) above, you must give details by answering questions C.1.ii(b) to iv below.	
C.1.ii(b)	Please give the date when the event(s) occurred	Free Text
C.1.iii(b)	Please give details about the situation, including the amount of money involved	Free Text

C.1.iv(b)	Please give details about any measures you have taken to ensure that the situation is resolved and confirm the current position on repayments including the date by which the amount will be repaid.	Free Text
C.2.i	<p>Has the Applicant Organisation or any of your Key Personnel failed to fulfil obligation(s) relating to the payment of taxes or social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established in one or more of the last three years?</p> <p>Please note that if your Applicant Organisation is a new organisation which does not yet have obligations relating to payment of social security and taxes, you should still answer the question above in relation to your Key Personnel.</p>	<p>Yes (Fail subject to the assessment of any exceptional circumstances provided)</p> <p>No (Pass)</p>
	Exceptional circumstances – if you have answered “Yes” to question C.2.i, you must give details by answering questions C.2.ii to vi below.	
C.2.ii	If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your Applicant Organisation please enter “Relates to Applicant Organisation”	Free Text
C.2.iii	Please explain what the obligation(s) was which your Applicant Organisation or any of your Key Personnel has failed to meet, including the name of the social security contribution or tax	Free Text
C.2.iv	Please give the value of unmet obligation(s)	Free Text
C.2.v	Please confirm the percentage value of the unmet obligation(s) of your annual turnover	Free Text
C.2.vi	Please give details of any written agreement or plan to fulfil the obligation(s) in the future (e.g. an agreed repayment plan) including the date by which the amount(s) will be repaid. If no agreement is in place, please write “No agreement”	Free Text
C.3.i	Has the Applicant Organisation or any of your Key Personnel been issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Service Commencement Date?	Yes (Fail subject to the assessment of any exceptional circumstances provided)

		No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question C.3.i, you must give details by answering questions C.3.ii to vi below.	
C.3.ii	If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your Applicant Organisation please enter “Relates to Applicant Organisation”	Free Text
C.3.iii	Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued	Free Text
C.3.iv	Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued	Free Text
C.3.v	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid.	Free Text
C.3.vi	Please give details about any measures you have taken to ensure that similar situations will not arise in the future	Free Text
C.4.1	<p>Has any of the Applicant Organisation’s tax returns submitted on or after 1 October 2012:</p> <p>a) given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion and/or</p> <p>b) been found to be incorrect as a result of:</p> <p><input type="checkbox"/> HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” Abuse Principle; or</p> <p><input type="checkbox"/> a tax authority in a jurisdiction in which the supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” Abuse Principle; or</p>	<p>Yes (Fail subject to the assessment of any exceptional circumstances provided)</p> <p>No (Pass)</p>

	<input type="checkbox"/> the failure of an avoidance scheme which the supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established.	
	Exceptional circumstances – if you have answered “Yes” to question C.4.i, you must give details by answering questions C.4.ii to vi below.	
C.4.ii	Please provide a brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the “Halifax” Abuse Principle etc.	Free Text
C.4.iii	Where the Occasion Of Non-Compliance (OONC) relates to a DOTAS, the number of the relevant scheme.	Free Text
C.4.iv	Please provide the date of the original “non-compliance” and the date of any judgement against the Applicant Organisation, or date when the return was amended.	Free Text
C.4.v	Please provide details of the level of any penalty or criminal conviction applied.	Free Text
C.4.vi	Please provide details of any mitigating factors, including but not limited to: <ul style="list-style-type: none"> o Corrective action undertaken by the Applicant Organisation to date o Planned corrective action to be taken. o Changes in personnel or ownership since the occasion. o Changes in financial, accounting, audit or management procedures since the occasion. 	Free Text
C.5.i	Has the Applicant Organisation had any contract with the LAA or its predecessor body terminated in whole or in part within the last five years (not restricted to crime contracts), or is it currently in receipt of a notice to terminate?	Yes (Fail subject to the assessment of any exceptional circumstances provided)

	<p>You must also answer Yes to this question if any of your Key Personnel worked as Key Personnel at another organisation who has had a contract with the LAA or its predecessor body terminated in whole or in part within the last 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 LAA in accordance with its "no fault" termination rights.</p>	No (Pass)
	<p>Exceptional circumstances – if you have answered "Yes" to question C.5.i, you must give details by answering questions C.5.ii to vii below.</p>	
C.5.ii	<p>Please indicate whether your termination or notice to terminate relates to the whole contract or a particular Category of Law.</p> <p>If the termination relates to a particular Category of Law, please state which.</p>	Free Text
C.5.iii	<p>Please give the date when the termination took effect/notice to terminate was received</p>	Free Text
C.5.iv	<p>If you have answered "Yes" in relation to Key Personnel working at a previous organisation please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to your current organisation please answer "Relates to Applicant Organisation"</p>	Free Text
C.5.v	<p>Please tell us the reason for the termination/notice to terminate</p>	Free Text
C.5.vi	<p>If you have received a notice to terminate, please tell us what has happened since the notice was received, and what stage you are at in any appeal process</p>	Free Text
C.5.vii	<p>Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination</p>	Free Text

C.6.i	Has the Applicant Organisation had a contract for the provision of legal services with any organisation, other than the LAA or its predecessor body (public or private) terminated in whole or in part within the last five years, or is currently in receipt of a notice to terminate on this basis? You must also answer Yes to this question if any of your Key Personnel worked as Key Personnel at another organisation that has had a contract for the provision of legal services terminated in whole or in part within the last three years, or is currently in receipt of a notice to terminate.	Yes (Fail subject to the assessment of any exceptional circumstances provided) No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question C.6.i, you must give details by answering questions C.6.ii to viii below.	
C.6.ii	Please give the name of the organisation with whom this contract was held	Free Text
C.6.iii	Please give the date on which this contract commenced	Free Text
C.6.iv	Please give the value of the contract and the time period for which the full contract was due to run	Free Text
C.6.v	Please give the date when the termination took effect/notice to terminate was received	Free Text
C.6.vi	If you have answered “Yes” in relation to Key Personnel working at a previous organisation please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to your current organisation please answer "Relates to Applicant Organisation"	Free Text
C.6.vii	Please tell us the reason for the termination/notice to terminate	Free Text
C.6.viii	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.7.i	Has the Applicant Organisation received either: a) two consecutive Peer Review ratings of 4; or b) a Peer Review rating of 5, in the Crime Category of Law following the outcome of any appeal in the last 5 years?	Yes (Fail subject to the assessment of any exceptional circumstances provided)

		No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question C.7.i, you must give details by answering questions C.7.ii to iv below.	
C.7.ii	Please confirm the Peer Review rating(s) received	Free Text
C.7.iii	Please give the dates when you were notified of the relevant Peer Review rating(s)	Free Text
C.7.iv	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Peer Review rating(s)	Free Text
C.8.i	Have any of your Key Personnel (irrespective of which organisation they were working for) received any restrictions on their practising certificates imposed by a Regulatory Body, Relevant Professional Body or Complaints Body within the last five years?	Yes (Fail subject to the assessment of any exceptional circumstances provided) No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question C.8.i, you must give details by answering questions C.8.ii – v below.	
C.8.ii	If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved.	Free Text
C.8.iii	Please give details about the nature of the event(s) leading to the imposition of the restriction(s), including the date when the event(s) occurred	Free Text
C.8. iv	Please give details of the nature of any current restrictions on practising certificates	Free Text
C.8.v	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of restrictions	Free Text
C.9.i	Has your Applicant Organisation or any of your Key Personnel (or any organisation for whom any of the Applicant Organisation’s Key Personnel are or were directors/partners/trustees or persons	Yes (Fail subject to the assessment of any

	with power of representation, decisions or control) been the subject of findings of unlawful discrimination by an Employment Tribunal, the Employment Appeal Tribunal or any other court, or in comparable proceedings in any other jurisdiction within the last five years?	exceptional circumstances provided) No (Pass)
	Exceptional circumstances – if you have answered “Yes” to question C.9.i, you must give details by answering questions C.9.ii to vi below.	
C.9.ii	If you have answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to your Applicant Organisation please enter “Relates to Applicant Organisation”	Free Text
C.9.iii	Please give details about the nature of the event(s) leading to these findings	Free Text
C.9.iv	Please give details about the nature of the findings themselves	Free Text
C.9.v	Please give the date when the findings were made	Free Text
C.9.vi	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to findings of unlawful discrimination	Free Text

Confirmation of meeting Criteria, Prison Law application and Declaration

Applicant Organisations must meet the following Criteria by the Service Commencement Date in order to be awarded an Own Client Contract.

Applicant Organisations who answer ‘no’ to this question will be excluded from participating further in this procurement.

	Question	Response Type
D.1.	Do you confirm that you will meet the following Criteria by the Service Commencement Date:	Yes (Pass) No (Fail)

	<ul style="list-style-type: none"> • Applicant Organisations must have been granted appropriate authorisation by a relevant legal sector regulator; AND • Applicant Organisations must have an Office in England and Wales that meets the requirements set out in the Own Client Contract; AND • Applicant Organisations must Employ at least one Full Time Equivalent Supervisor who meets the Crime Supervisor Standard and commits to maintain a ratio of one Full-Time Equivalent Supervisor to four Designated Fee Earners/Caseworkers throughout the contract term at an organisation level; AND • Applicant Organisations must hold a Relevant Quality Standard; either the Law Society’s Lexcel standard or the LAA Specialist Quality Mark (as audited by the SQM Delivery Partnership); AND • Applicant Organisations must have at least one operational email account, which must: <ul style="list-style-type: none"> (i) be able to send and receive emails, which may contain sensitive information, over the Government Secure Intranet; and (ii) be used by you as the address by which the criminal justice agencies (including prosecution and police) serve or make available evidence and communicate electronically with you . <p>NOTE: Currently the only legal sector regulator who may grant authorisation for work to organisations under this Contract is the SRA.</p>	
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Prison Law Contract Work

Applicant Organisations must indicate whether they wish to undertake Prison Law Contract Work as part of an Own Client Contract

	Question	Response Type
D.2.	Please indicate whether you are applying to undertake Prison Contract Work as part of a 2015 Own Client Contract.	Yes, applying No, not applying

	NOTE: Applicant Organisations must ensure that they meet the Prison Law Supervisor Standard requirements as set out at 2.1 – 2.13 and 2.16 – 2.18 of the 2015 Own Client Crime Contract Specification.	
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Declaration

I give my undertaking that I am or intend to be the Applicant Organisation’s Compliance Officer for Legal Practice (COLP) and so authorised to make this submission on behalf of the Applicant Organisation and that the answers submitted in this Tender are correct. I understand that the information will be used in the process to assess the Applicant Organisation’s suitability to be offered a 2015 Own Client Crime Contract. I understand that the LAA may conduct verification checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.

	Question	Response Type
D.3.	Name of person completing this Tender	Free Text
D.4.	Position in the Applicant Organisation	Free Text
D.5.	Name of COLP making declaration on behalf of the Applicant Organisation	Free Text

ANNEX B: GLOSSARY OF DEFINED TERMS

Defined Term	Definition
Agent	An organisation that holds a 2015 Own Client Crime Contract and which is engaged by you to undertake Contract Work in accordance with the provisions of the Own Client Contract Specification
Alternative Business Structure	<p>A firm where a non-lawyer:</p> <ul style="list-style-type: none"> • is a manager of the firm, or • has an ownership-type interest in the firm <p>A firm may also be an ABS where another body:</p> <ul style="list-style-type: none"> • is a manager of the firm, or • has an ownership-type interest in the firm <p>and at least 10 per cent of that body is controlled by non-lawyers.</p> <p>A non-lawyer is a person who is not authorised under the Legal Services Act 2007 to carry out reserved legal activities</p>
Appeals & Reviews	Work in respect of an appeal or review of a criminal conviction or sentence, and the making of an application to the Criminal Cases Review Commission (CCRC)
Applicant Organisation	A single legal entity tendering to deliver the advertised services
Associated Civil Work	<p>Legal Help and civil Legal Representation in actual or proposed proceedings:</p> <p>(a) for judicial review (including proceedings under the Human Rights Act 1998) or proceedings for habeas corpus, provided those proceedings arise from a Matter or Case within the "Crime" Category of Law; or</p> <p>(b) under the Proceeds of Crime Act 2002</p>
Caseworker	An employee who is not a Supervisor, but who is a fee-earner who regularly undertakes criminal defence work to whom a specific caseload of Contract Work is allocated and is responsible for the progression of those cases, within their specific caseload, under supervision. Caseworker includes paralegals
Class of Work	Criminal Investigations, Criminal Proceedings, Appeals and Reviews, Prison Law and Associated Civil Work and "Class"

	<i>and</i> “Classes” have the corresponding meaning
Contract Work	Services to be delivered under a legal aid contract
Criteria	Requirements you must meet to be awarded a 2015 Own Client Crime Contract.
Deadline	The deadline for submitting a Tender to this procurement process (12 noon on 23 May 2014)
Delivery Partner	An organisation, acting under a formalised agency agreement to deliver contract work for a Duty Provider Contract holder and which is included in a tender for a Duty Provider Contract and assessed against the tender criteria.
Designated Fee-earner	A person designated by you to undertake Contract Work under the Own Client Contract Specification in accordance with Paragraphs 2.27 and 2.29 of the Contract Specification.
DOTAS	The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
Duty Provider Contract	The 2015 Duty Provider Crime Contract which will govern the provision of criminal legal aid services for duty clients
Employee	An individual engaged by you who: (a) is a director, member or partner of your organisation; or (b) who holds a contract of employment/contract of service with you; and who you acknowledge has employment rights including but not limited to the right to claim unfair dismissal and statutory redundancy payments and who is fully integrated into your organisation, is under the control of your organisation and mutuality of obligation is present. For the avoidance of doubt, individuals who are self-employed, independent contractors or hold a contract for services do not meet this

	definition. "Employ" and "Employed" shall be construed accordingly.
Full Time Equivalent	Based on the number of hours per week that personnel will be Employed to undertake the Contract Work tendered for. It is calculated on the basis of a full time equivalent working at least 35 hours per week.
General Anti-Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
Government Secure Intranet	The UK Government's secure wide area network being a collection of secure networks including the Government Secure Extranet (GSX), Criminal Justice Extranet (CJX) and Criminal Justice Secure eMail (CJSM)
Halifax Abuse Principle	The principle explained in the CJEU Case C-255/02 Halifax and others. (An ECJ case which ruled that arrangements entered into (for the supply of goods or services) with the essential aim of reducing a company's liability to VAT may be disregarded as an abuse of the rights conferred by the VAT rules themselves. In such cases, the VAT liability is to be recalculated on the basis of the arrangements that the national courts decide should have prevailed, absent the transactions constituting the abusive practice.)
Information For Applicants (IFA)	This Information for Applicants (in its entirety)
Invitation to Tender (ITT)	The second stage of the procurement process for Duty Provider Contracts which all those Applicant Organisations awarded an Own Client Contract will be invited to
Key Personnel	Any person who has or is held out as having either expressly or impliedly, (or will have by the start date of the Contract) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers and who are employed by the Applicant Organisation
LAA Account Number	The unique reference assigned to each provider Office from which criminal legal aid work is undertaken
Lead Contractor	An organisation holding the 2015 Duty Provider Crime Contract that delivers that contract in conjunction with Delivery Partners.
Mandatory Electronic Working	Information in relation to Contract Work that you must provide to the Director or us

	<p>electronically through the ECrime System in accordance with the Specification. Without limitation, examples of the type of information you must provide to us electronically are:</p> <ul style="list-style-type: none"> (a) making applications for determinations (b) making requests for withdrawals or transfers for Representation; (c) submitting requests for prior authorities and Payments on Account; (d) submitting Claims for Contract Work; (e) appealing or reviewing decisions made by us on Claims; or (f) reviewing or appealing determinations about whether an individual qualifies for criminal legal services;
Occasion of Tax Non-Compliance	<ul style="list-style-type: none"> (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion
Office	As set out in 2.33 of the 2015 Own Client Crime Contract Specification
Own Client Contract	The Own Client Crime Contract 2015
Peer Review	<p>Quality assurance process whereby a Provider's work is assessed by its peers. Further information can be found at:</p> <p>http://www.justice.gov.uk/legal-aid/quality-assurance/audits/peer-review</p>

Prison Law	(a) cases covered by regulation 12(2)(d), 12(2)(f) and 12(2)(g) of the Criminal Legal Aid (General) Regulations 2013; and (b) Minimum Term Review cases covered by Regulation 12(2)(c) of the Criminal Legal Aid (General) Regulations 2013
Procurement Area	A geographical area within which the LAA will procure services. Holders of a Duty Provider Contract will be responsible for delivering Duty Provider work across the whole of a Procurement Area (and must have an Office located in that area from which services under the Duty Contract are to be delivered)
Provider	A party (except the LAA) to a contract with us in respect of the provision of legal aid;
Relevant Professional Body	The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to.
Relevant Quality Standard	Either the LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard
Service Commencement Date	The date on which Services under this contract will begin – 11 January 2016
Services	The criminal legal aid services being tendered for as part of this procurement process.
Specialist Legal Advice	Giving legal advice where you are taking action on behalf of the clients in order to move the case forward, with the adviser taking responsibility for further action. This includes negotiation and representing the client to third parties on the telephone, by letter or face to face. This also includes providing litigation and advocacy services. It does not include triage or initial general advice.
Supervisor	An individual meeting the requisite Supervisor Standard. The Crime Supervisor Standard is set out at 2.1 – 2.13 and 2.14 of the 2015 Own Client Crime Contract Specification. The Prison Law Supervisor Standard is set out at 2.1 – 2.13 and 2.16 – 2.18 of the 2015 Own Client Crime Contract Specification.
Supervisor Declaration Form	A form, completed by you evidencing an individual's compliance as a Supervisor.
Tender	An Applicant Organisation's response to this procurement process

ANNEX C: COMMON QUESTIONS

The answers to these questions can be found in the IFA but have been collated here for ease of reference.

SECTION 1: Questions about using the Bravo eTendering System

1.1 - Do we need to register in Bravo again?

If you have already registered on the system as part of a previous LAA procurement process you do not need to register again unless your organisation name or status has changed. If your organisation has changed its name or status since you last tendered, you will need to register again to participate in this procurement process.

If you have forgotten your password you can click on the 'Forgotten your password?' link on the eTendering homepage to have your password reset. If you are having technical difficulties you can also contact our technical helpdesk by phone on 03330 037060 or by sending an email to LAATenderHelpdesk@ventura-uk.com

1.2 - How do I use the e-tendering system/I don't understand a specific part of the e-tendering system

Technical guidance on how to use the e-tender system can be accessed through the 'Technical Support and Guidance' link on the eTendering system home page <https://legalaid.bravosolution.co.uk>

If you are having technical difficulties you can also contact our technical helpdesk by phone on 03330 037060 or by sending an email to LAATenderHelpdesk@ventura-uk.com

1.3 - My organisation's status has changed (e.g. merged, novated with another organisation). Can I use the Bravo registration I created for my old organisation?

If your organisation has changed its name or status since you last tendered, you will need to register again as a new organisation within the eTendering system to participate in this procurement process.

1.4 - The eTendering system is saying that I have un-read buyer attachments, but I've read them all

This facility informs you when you have not opened documents within your PQQ, for example the Information For Applicants document. The red text at the top of your PQQ will confirm the number of unread attachments you have.

Attachments can be found by clicking on the 'Buyer Attachments' button on the left-hand side of the page.

1.5 – Have you received my Tender? / Can you confirm I have submitted everything?

Tenders are sealed. This means that we are unable to access information about submitted Tenders prior to the deadline on **12pm noon 23 May 2014**. We cannot confirm receipt of a Tender or if a Tender has been completed correctly.

To check you have successfully submitted your Tender go to the 'My PQQs' screen, which will show the new 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when you submit your Tender for the first time.

You can check the information you have submitted in your Tender to ensure you have included everything. See question 1.6 for further details.

1.6 - What do I do if I have made a mistake and I have already submitted my Tender?

You can check the information you have submitted in your Tender and if necessary edit and re-submit your Tender prior to the deadline. You can do this before the Deadline by clicking on the PQQ, clicking 'Edit Response', make the changes then click 'Keep Changes' and 'Submit Changes' to re-submit your response.

However, you will only receive confirmation that your response has been submitted the first time you submit your Tender.

If you are having technical difficulties you can also contact our technical helpdesk by phone on 03330 037060 or by sending an email to LAATenderHelpdesk@ventura-uk.com

SECTION 2: Questions about the Tender

2.1 - What is the deadline for questions?

If an Applicant Organisation has any questions about the content of the IFA they may submit them up until **12pm noon on 12 May 2014** through the eTendering system (note this is referred to in the eTendering system as the 'End date for supplier clarification messages').

Applicant Organisations that have questions about how to use the eTendering system may contact the technical support helpdesk. Questions on how to use the eTendering system should be emailed to the following email address: LAATenderHelpdesk@ventura-uk.com.

Alternatively, the telephone number for the helpdesk is 03330 037060 (lines are open from 9am to 6pm Monday to Friday).

Please refer to Section 5 of the IFA for further information on how to ask questions.

2.2 - What is the deadline for PQQ submissions?

The deadline for submitting Tenders is **12pm noon on 23 May**.

2.3 - Can I use a Tender I have submitted for a previous procurement process?

No. Applicant Organisations must complete and submit a Tender for an Own Client Contract in accordance with the Rules of the Own Client Procurement Process set out in Section 8 of the IFA.

2.4 - If I do X will I pass?

We are unable to advise Applicant Organisations on how to structure their Tender. Each Applicant Organisation must decide how to structure their response. Please refer to the IFA for further information on how to complete and submit a Tender and for detail on the Tender questions and how they will be assessed.

2.5 - The PQQ refers to 'Key Personnel', please define the term 'Key Personnel'.

Annex B of the IFA contains a glossary of defined terms that includes the definition of the term 'Key Personnel'.

The term 'Key Personnel' is defined in the IFA as 'Any person who has or is held out as having either expressly or impliedly, (or will have by the start date of the Contract) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers and who are Employed by the Applicant Organisation'.

2.6 - When will I be informed of the outcome of my Tender?

The IFA includes an indicative timetable for the procurement process. This indicative timetable confirms the intention that Applicant Organisations will be notified of the outcome of the Tender in June 2014.

2.7 - How will we be informed of the outcome of our Tender?

All Applicant Organisations will be notified of the outcome of their Tender through the eTendering message board. Further information about what happens after a Tender is submitted is set out at Section 6 of the IFA.

2.8 - If I fail the Tender, can I still be awarded a contract?

Applicant Organisations that are unsuccessful will not be awarded an Own Client Contract unless they successfully appeal and the Tender fail is overturned. The sole right of appeal is set out at paragraph 8.22 of the IFA.

In the event of successful appeal Applicant Organisations will be notified of the LAA's intention to award an Own Client Contract and will be eligible to submit responses to the ITT for Duty Provider Contracts should they wish to do so.

2.9 – I wish to appeal. How do I do this?

Applicant Organisations' sole right of appeal is set out at paragraph 8.22 of the IFA.

Applicant Organisations wishing to submit an appeal must, as specified at paragraph 8.2.4 of the IFA, submit their appeal by the deadline detailed in their notification letter and on the proforma specified by LAA.

2.10 - What is the deadline for appeals if I fail the Tender?

If you have failed the Tender, your notification letter will specify the deadline for appeals to be submitted. Please refer to your notification letter for this information.

2.11 - If I pass the Tender for an Own Client Contract, am I obliged to apply for a Duty Provider Contract?

No, there is no obligation to apply for a Duty Provider Contract. Applicant Organisations who are notified of the LAA's intention to award an Own Client Contract will be eligible to submit responses to the ITT for Duty Provider Contracts should they wish to do so.

2.12 - Where do I upload my Supervisor Declaration Form?

Applicant Organisations will not be required to upload Supervisor Declaration Forms as part of their Tender. Applicant Organisations that are notified of our intention to award an Own Client Contract will be required to send completed Supervisor Declaration Forms as part of the verification process set out at Section 7 of the IFA.

SECTION 3: Questions about the Own Client and Duty Provider Contracts

3.1 - I only want to undertake Own Client Contract Work. Can I do that?

Yes. Applicant Organisations who successfully tender under this procurement process will be authorised to undertake Own Client Contract Work. There is no obligation to apply for a Duty Provider Contract.

3.2 - I only want to apply for a Duty Provider Contract. Do I need to respond to this procurement process?

Yes. This procurement process will also form the first stage of the tender for Applicant Organisations wishing to apply for 2015 Duty Provider Crime Contracts.

Applicant Organisations intending to tender for a Duty Provider Contract or wishing to undertake work on behalf of a Duty Provider Contract holder (as either a Delivery Partner or Agent) **must** submit a response to this procurement process.

3.3 - I want to undertake Prison Law Contract work as well as Own Client work. Can I do that?

Yes. Applicant Organisations will need to apply for this work as part of this procurement process

3.4 - I only want to undertake Prison Law Contract work and not Own or Duty Provider Contract work. Do I need to apply under this procurement process?

No. Applicant Organisations intending to deliver only Prison Law Contract Work will not be able to apply through this procurement process. They will need to respond to a separate procurement process likely to open in late 2014/early 2015. Further details will be published later this year on our website.

3.5 - I'm considering merging with another firm to be able to deliver the Duty Provider Contract, do I need to have already set up this new entity and how should I bid?

As outlined at paragraph 1.14 of the IFA, it is not necessary to have actually formed the new entity at the time you submit a tender for the Own Client Contract under this procurement process.

However, the organisation which applies for a Duty Provider Contract must be the same legal entity as the organisation that tendered for and is awarded the Own Client Contract.

Organisations planning to tender for a Duty Provider Contract must therefore have identified the likely configuration of the organisation they intend to be to deliver this before they submit an Own Client Tender. However, they will not need to have taken formal steps to reconfigure at this stage.

In recognition that organisations intending to change their configuration will not necessarily have formed at the time of tendering for an Own Client Contract, the LAA is allowing organisations in this position to submit multiple Own Client Tenders as:

- Their organisation as currently constituted; and
- Their organisation as it intends to become to tender for a Duty Provider Contract

This offers organisations flexibility in the event that the planned reconfiguration does not take place (see questions 3.6 and 3.7 below for further detail).

3.6 - If in accordance with question 3.5 I have submitted two tenders in response to this procurement process because I intend to reconfigure my organisation but have not yet completed that reconfiguration and both are successful (i.e. both are offered an Own Client Contract), how would I respond to the next stage of the procurement process (Invitation to Tender for Duty Provider Contracts)?

It will be a requirement that organisations responding to the Invitation to Tender (ITT) for Duty Provider Contracts have submitted a completed application for authorisation from a legal sector regulator (should they not already be authorised) by the time they submit their response to the ITT (deadline planned for September 2014).

Therefore, by this time organisations would have had to take formal steps to reconfigure their organisation to ensure, should they be successful, they are in a position to enter into contracts for this work. If they intend to deliver the Duty Provider Contract as the reconfigured organisation they must therefore tender on this basis.

There will be nothing in the bidding rules to prevent organisations submitting multiple bids as part of different entities across different procurement areas (e.g. an organisation can bid to deliver services as currently constituted in Waltham Forest but bid as partner or shareholder of a different organisation to deliver services in Surrey). However, there will be rules to

prevent organisations configuring themselves as different entities to submit multiple bids in a single Procurement Area.

For example the rules would prevent an organisation tendering for a Duty Provider Contract in a single Procurement Area as Brown & Co and as a shareholder, partner etc. in Green & Co.

Similarly rules will also prevent Brown & Co setting up, and having ultimate control over, a series of subsidiary organisations and putting in, essentially competing bids within a Procurement Area.

Therefore, organisations will only be allowed to be part of one tender to hold a Duty Provider Contract (regardless of how they configure themselves) in any Procurement Area. However, organisations can be part of another bid as a Delivery Partner, subject to the detailed rules to be published (see '2015 Duty Provider Contract Additional Information' at <http://www.justice.gov.uk/legal-aid/contracts-and-tenders/tenders/2015-crime-tender> for current thinking).

3.7 - What happens to my contract offer for Own Client work if my organisation as currently constituted ceases to exist?

If you have submitted tenders as the organisation you currently are and the organisation you intend to be and the merger etc takes place as planned, the contract award for the original organisation will be withdrawn (on the basis it no longer exists).

However, there may be situations where organisations plan to continue to deliver services as the organisation they currently are but also wish to create different entities to deliver services in other Procurement Areas. For example; Green and Co. may set up a joint venture organisation with Beige & Co to tender for a Duty Provider Contract in Procurement Area A and set up a company with The Yellow Partnership in Procurement Area B. This would be acceptable as long as these organisations had also been awarded an Own Client Contract.

Therefore, provided the bidding rules around multiple bids in a single Procurement Area are adhered to (see above), organisations will be permitted to continue with their Own Client Contract awards as a number of entities.

3.8 - If we are awarded a contract, how long will the contract last?

Own Client Contracts will be let for a period of four years from the Service Commencement Date (subject to rights of early termination and our right to extend for up to a further one year)

3.9 - Our organisation does not currently hold a Crime Contract with the LAA. Does this prevent us from tendering to deliver criminal legal aid services from January 2016?

No. This procurement process is open to any interested parties and Applicant Organisations do not need to be current LAA Contract holders to tender.

Please refer to paragraphs 1.12 – 1.14 of the IFA for further detail of who can tender.

3.10 - Where can I find the Contract documents for 2015 Own Client Contract?

A final draft of the Own Client Crime Contract 2015 documents have been published on the Justice website – <http://www.justice.gov.uk/legal-aid/contracts-and-tenders/2015-own-client-crime-contract>

3.11 – When will the procurement process for Duty Provider Contracts open?

The second stage of the procurement process for Duty Provider Contracts will take place after contract awards are made for Own Client Contracts and is anticipated to open in July 2014.

3.12 – Where can I found more information about the Duty Provider Contracts?

More information on Duty Provider Contracts can be found in the 2015 Duty Provider Contract Additional Information document which can be found at <http://www.justice.gov.uk/legal-aid/contracts-and-tenders/tenders/2015-crime-tender>

SECTION 4: Question about Relevant Quality Standard requirements

(SQM / LEXCEL)

4.1 – I am a new organisation / I do not hold the SQM or Lexcel, what should I do? Which is it better for me to apply for?

Each Applicant Organisation will need to decide which Relevant Quality Standard they wish to rely on for the purpose of the Own Client Contract. As set out at paragraph 2.3 of the IFA, Applicant Organisations must hold either the Specialist Quality Mark (SQM) (as audited by the SQM Delivery Partnership) or Lexcel by the Service Commencement Date (11 January 2016).

Where an Applicant Organisation intends to form as a legal entity subject to the award of a Contract and intends to hold the SQM, they will need to have passed the SQM Desktop Audit by the Service Commencement Date.

As the audit process can take several months, Applicant Organisations wishing to tender for Contracts are advised to apply for standards early if they do not currently hold them to ensure they meet our requirements by the Service Commencement Date.

Further information on the SQM and Lexcel is available at paragraphs 2.9 – 2.14 of the Information For Applicants.

Applicant Organisations should note earlier deadlines for Duty Provider Contracts. If an Applicant Organisation is also awarded a Duty Provider Contract it must hold a Relevant Quality Standard by contract start date (anticipated to be February 2015).

4.2 - I currently hold the SQM but haven't had a recent audit. What should I do?

If you are an existing LAA Provider that already holds the SQM through LAA and intends to hold the SQM from the SQM Delivery Partnership, you must fully pass the Post SQM audit from the SQM Delivery Partnership by either 11 January 2016 for Applicant Organisations awarded an Own Client Contract only or October 2015 for Applicant Organisations awarded Own Client Contract and Duty Provider Contracts.

More information on how to apply for an audit, and the applicable fees, is available on the SQM Delivery Partnership website: <http://www.sqm.uk.com/specialist-quality-mark.html>

4.3 - I currently hold Lexcel but haven't had a recent audit. What should I do?

If you currently hold Lexcel you do not need to take any additional action as part of this procurement process. However, you must continue to maintain this standard and pass your usual annual audits.

4.4 – I wish to change from holding the SQM to holding Lexcel. What should I do?

Applicant Organisations must hold either the Specialist Quality Mark (SQM) (as audited by the SQM Delivery Partnership) or Lexcel by either 11 January 2016 for Applicant Organisations awarded an Own Client Contract only or February 2015 for Applicant Organisations awarded Own Client Contract and Duty Provider Contracts.

If you currently hold the SQM and intend to rely on Lexcel for the purpose of this contract but do not currently hold it you must have achieved it by the specified date. Those holding Lexcel must continue to maintain this standard and pass their usual annual audits.