

Procurement of Immigration Telephone Advice Services (ITA Services) in England and Wales from 1 September 2019

Invitation to Tender Information for Applicants

Introduction

The LAA is inviting Applicants who hold an existing Legal Aid Contract to submit a Tender for the Immigration Telephone Advice Contract (“**ITA Contract**” or “**Contract**”) to deliver the ITA Services from 1 September 2019 to 31 August 2020 with the right for the LAA to extend the Contract from 1 September 2020 for a maximum further 9 months.

This procurement exercise is premised on the passporting of an Applicant’s Selection Questionnaire (“**SQ**”) status from the SQ they last completed in respect of a Legal Aid Contract awarded to them. Accordingly, Applicants are required to confirm that their SQ response is still accurate and, where this is not the case, the LAA will clarify the nature of these changes with Applicants.

The procurement process for ITA Services is open to all existing Legal Aid Providers who are able to meet the minimum contract requirements.

The Deadline for submitting Tenders is 9am on 3 April 2019 (“Deadline”).

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

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

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

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at **Annex F** of this IFA or in the ITA Contract, which is available at <https://www.gov.uk/government/publications/immigration-telephone-advice-services-contract-2019>

Where the context requires it, words denoting the singular include the plural and words denoting the plural include the singular.

Outline Timetable

Below is a list of indicative dates for key activities in this procurement process. Where there are changes to the dates set out below, we will notify Applicants through the e-Tendering system.

Activity	Timescale
Tender Launch	4 March 2019
Deadline to request TUPE information	5pm on 15 March 2019
Final date to submit questions about this IFA and the ITTs	5pm on 15 March 2019
Final Frequently Asked Questions to be published and TUPE information to be distributed.	w/c 18 March 2019
Deadline for Tenders to be submitted to LAA	9am on 3 April 2019
Evaluation of Tenders	April 2019
Notification of Contract award decisions	Mid-May 2019
Standstill Period	10 days from notification
Contract Start Date	Early June 2019
Mobilisation Period	Early June – August 2019
Service Commencement Date	1 September 2019

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SECTION 1: OVERVIEW

Introduction

About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering Legal Aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is **9am on 3 April 2019**. All Tenders must be completed and submitted using the e-Tendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

What are Applicants tendering for?

- 1.3 The LAA intends to award **one** contract to deliver the ITA Services.

Who can bid?

- 1.4 The procurement process for the ITA Services is open to all existing Legal Aid Providers who are able to meet the minimum contract requirements.
- 1.5 The LAA will not accept subcontracting or consortia arrangements for the delivery of the ITA Services.

About the ITA Contract

- 1.6 The LAA is seeking to award a single ITA Contract to an Applicant who can deliver ITA Services from **1 September 2019**.
- 1.7 The Contract awarded will, subject to contractual termination provisions, run for **12 months** from the Service Commencement Date. The LAA will have a contractual right to extend the Contract for a maximum further **9 months**. The full documentation can be found at <https://www.gov.uk/government/publications/immigration-telephone-advice-services-contract-2019>
- 1.8 The ITA Contract comprises of the following documents:
 - i. Contract for Signature;

- ii. Standard Terms (which govern the relationship between LAA and the provider); and
- iii. Annexes:
 - a. **Annex 1 – Specification** (which governs how the work must be delivered);
 - b. **Annex 2 - Payment Annex** (which governs how payments for the ITA Services will be made);
 - c. **Annex 3 - Key Performance Indicator Annex** (which governs key metrics for performance measurement);
 - d. **Annex 4 - IT Requirements** (which governs the technical specification for the ITA Services);
 - e. **Annex 5 – Complaints** (which governs how complaints will be managed);
 - f. **Annex 6 - Implementation Plan** (which will be completed after contract award from the information provided in the successful Applicant’s Tender and governs how the ITA Services will be implemented).
 - g. **Annex 7 – Reporting Requirements** (which governs the reporting requirements for the ITA Services)

Payment

- 1.9 Subject to the terms of the ITA Contract the Provider will be paid the Case Fee for each Closed Case.
- 1.10 Payment for Closed Cases is made monthly in arrears. The Provider must send the LAA an invoice by the 10th day of each month (or, where such day is not a Business Day, the following Business Day) for the Case Fee (s) due in respect of Closed Cases in the previous month to a designated LAA email address.
- 1.11 Further information can be found in **Annex 2 - Payment Annex** of the ITA Contract.

Reporting

- 1.12 The Provider is required to accurately record all relevant case information and case outcomes on the Defence Solicitor Call Centre (“DSCC”) Electronic Case Management System (“ECMS”) according to the requirements detailed in **Annex 1 – Specification** and **Annex 7 – Reporting Requirements** of the ITA Contract.
- 1.13 The Provider must complete a Provider Monthly Report and email it to the Contract Manager by the 10th day of each Month (or where such day is not a Business Day the following Business Day). The Provider Monthly Report must include the following information:
 - Customer Complaints Summary;
 - Customer Complaints Details;
 - File Review;

- Adviser Call Monitoring; and
- Requests for Records of Advice.

1.14 The Provider's Advisers must highlight any Police Concerns and mark these on the affected Case via the ECMS. This will enable the Case to be reviewed at a later date by a Supervisor.

1.15 Further information can be found in **Annex 7 – Reporting Requirements** of the ITA Contract.

About the ITA Services

1.16 Depending on the nature of the alleged offence and the circumstances of the Client, Legal Aid advice to a Client detained in police custody may currently be provided either via face to face advice by a solicitor or other accredited representative attending the Police Station (via separate contracting arrangements put in place by the LAA) or remotely by telephone (e.g. via the contract the LAA is seeking to enter into through this procurement process). For the avoidance of doubt, attendance in person for the purpose of providing advice is outside the scope of the ITA Services. ITA Services shall be delivered by the provision of telephone advice only.

1.17 The ITA Services provide non-means tested telephone-based legal advice on immigration matters to members of the public who are detained in police custody in England and Wales. The DSCC will deploy cases to the ITA Services where it is established that the detained client needs assistance with an immigration matter rather than a criminal offence. Matters involving criminal offences should be referred back to the DSCC and will be out of scope of the ITA Services.

1.18 The process for determining the appropriate method of delivery of legal advice under the ITA Contract begins when a Police Representative submits a request to the DSCC at the point when a member of the public is detained in police custody and has requested legal advice. The DSCC's ECMS then allocates the matter to an appropriate provider.

1.19 Where the DSCC determines that the Case is an immigration matter and requires telephone advice through the ITA Services, they will allocate it to the Provider via the ECMS. Cases will be allocated to the Provider at the time that the Case is processed by DSCC.

1.20 The Provider will be required to access Cases via the ECMS and will have to respond to Cases that appear on the Work Queue Screen following allocation from the DSCC. The Work Queue Screen allows the Provider to view work queues, accept Cases and log any actions taken to progress or close the Case (e.g. refer the Case back to the DSCC if telephone-based advice is considered unsuitable).

- 1.21 Once the Provider has accepted a Case, they must establish direct contact with the requesting Police Station where the Client is held within the timeframe set out in **Annex 3 - Key Performance Indicator Annex** of the ITA Contract in order to provide telephone-based legal advice as required.
- 1.22 **Annex A** of this IFA provides a diagram of the process flow from the DSCC to the Provider.

Case Volumes

- 1.23 The historical case volumes for the ITA Services are detailed in **Annex B** of this IFA. On the basis of those historical case volumes, the LAA anticipates that the volume of Cases for the ITA Services will be around 8,000-9,000 per year.
- 1.24 All figures provided in this IFA are estimates only and the LAA provides no guarantees or warranties regarding the actual volumes of Contract Work in any period. The Provider is expected to provide sufficient capacity to deal with fluctuating call volumes and differing demand.

Infrastructure

ECMS

- 1.25 The Provider will be required to connect to the ECMS via the internet by having a broadband connection of the required capacity and availability as specified in **Annex 1 – Specification** and **Annex 4 - IT Requirements** of the ITA Contract. The content of the ECMS and any entries made are captured on a database owned by the LAA. This content, including access to historical case records, will be made available to the Provider as appropriate. The Provider will be required to ensure that access to this content is controlled and secure and that necessary parties have access as required.
- 1.26 The ITA provider will be responsible for the broadband connection and any associated costs however the procurement and maintenance of the physical connection to the ECMS will be at no cost to the Provider. Details will be confirmed by the LAA during the Mobilisation Period.

Telephony

- 1.27 In the course of delivering the Services incoming calls from the Police will be handled by the DSCC and distributed via the ECMS to you. No specialist call management equipment is required to enable the distribution of incoming calls.
- 1.28 To assist in the effective delivery of the Services you must meet the following basic telephony requirements:

- a phone for each Adviser on duty with the ability to make outgoing calls and support call conferencing. The call conferencing feature is vital to facilitate the use of the Interpretation and Translation Facility; and
- a dedicated direct dial contact number to be used by the DSCC or us.

Workstation Requirements

1.29 The ECMS has been designed for intranet deployment using Oracle Apex 5.0. Because Oracle Application Express relies upon standards-compliant HTML5, CSS3, and JavaScript, Oracle recommends that you use the latest web browser software available for the best experience. The following applications have been tested with Oracle Application Express 5.0:

- Mozilla Firefox 35
- Google Chrome 40
- Apple Safari 7
- Microsoft Internet Explorer 9

1.30 The following items detail the basic requirements for workstations required to use the ECMS:

- a Windows-based PC with the OS in mainstream support that can run the browser software and versions listed in 1.29.
- the necessary internal network, bandwidth capacity, communications software and configuration such that your PCs can connect to the DSCC. Further detail on this will be confirmed by the DSCC during mobilisation.

1.31 You must ensure you have sufficient PCs or other compatible devices to accommodate the maximum number of Advisers on duty at any one time.

1.32 Further information on the infrastructure requirements can be found in the **Annex 4 - IT Requirements** of the ITA Contract.

Translation

1.33 Where Clients are unable to communicate in English, the Provider must use the telephone services provided under the Ministry of Justice Interpreting and Translation Services contract. This contract provides interpreting and translation services through a nominated provider and is funded by the LAA. Contact details for those services will be provided by the LAA and a PIN number provided to allow the Provider to access them.

Offices

- 1.34 When responding to the ITT, Applicants must indicate the Office(s) from which they intend to deliver the ITA Services.
- 1.35 Each Office must meet the Permanent Presence requirements as set out at **Section 5** of the **Annex 1 – Specification** of the ITA Contract.
- 1.36 Applicants are not required to have an operational Office(s) at the point of submitting a Tender. Applicants are required to confirm they will meet the relevant Office requirements as part of their Tender. In their Tender, they are also required to provide the address(es) of where they intend to deliver Contract Work, where known at the time of tender, together with the relevant LAA Account Number for each Office.
- 1.37 All Applicants must be able to provide evidence by two weeks before the Service Commencement Date that they meet the verification requirements, including those relating to their Office(s) as detailed in **Annex E** of this IFA.
- 1.38 Applicants should read the ITA Contract in its entirety for further details about ITA Contract Work. This can be found at <https://www.gov.uk/government/publications/immigration-telephone-advice-services-contract-2019>

SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

- 2.1 Applicants wishing to deliver services under the ITA Contract must submit a Tender which consists of a response to the ITT for the ITA Services.
- 2.2 Tenders submitted must be capable of assessment.
- 2.3 Applicants may not submit more than one response to the ITT. Where an Applicant submits more than one Tender, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 2.4 If a Tender is incapable of assessment it will be rejected.

Minimum Requirements

- 2.5 All Applicants tendering for the ITA Contract must be able to evidence how they meet the following requirements:

	Minimum Requirement	Evidence required
Service Hours	The Applicant must be able and willing to deliver the ITA Services between the hours of 7am and 12 midnight, three hundred and sixty-five days a year (three hundred and sixty-six days in a leap year) including any bank or public holidays.	Applicants must declare that they commit to meeting this requirement when submitting their Tender.
SQ response	This procurement exercise is premised on the passporting of an Applicant's Selection Questionnaire ("SQ") status from the SQ they last completed in respect of a Legal Aid Contract awarded to them. Accordingly, Applicants are required to confirm that their SQ response is still accurate and, where this is not the case, the LAA will clarify the nature of these changes with Applicants.	Applicants must declare that they commit to meeting this requirement when submitting their Tender.
Supervisor Requirements	All Supervisors delivering ITA Contract Work must: <ul style="list-style-type: none"> - be available to supervise Advisers from the hours of 7am and 12 midnight in accordance with the Service Hours; and - have at least 1 years' experience as an immigration law Supervisor; and - have achieved the Immigration and Asylum Accreditation Scheme (IAAS) Supervising Senior Caseworker level of accreditation; 	Applicants must declare that they commit to meeting this requirement when submitting their Tender. As part of the verification requirements Applicants may also be required to provide further evidence. Please see Section 7 and Annex E of this IFA for further details.

	<ul style="list-style-type: none"> - be accredited as either an IAAS Senior Caseworker or IAAS Advanced Caseworker. - be present in the Office at least 35 hours a week. Outside the hours when a Supervisor is present in the Office, supervision must be available by telephone; and - be registered with the relevant regulatory body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the Office of the Immigration Services Commissioner (“OISC”) list of accredited Advisers). 	
Adviser Requirements	<p>All Advisers delivering ITA Contract Work must:</p> <ul style="list-style-type: none"> - accredited by the Law Society’s Immigration and Asylum Accreditation Scheme (IAAS) as an IAAS Senior Caseworker under that scheme; and - registered with the relevant body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the OISC list of accredited advisers). 	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p> <p>As part of the verification requirements Applicants may also be required to provide further evidence. Please see Section 7 and Annex E of this IFA for further details.</p>
Office Requirements	<p>The Applicant must have an Office which complies with the office requirements defined in Section 5 of Annex 1 – Specification of the ITA Contract by the Service Commencement Date.</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p> <p>As part of the verification requirements Applicants will be required to provide further evidence that they have at least one office to deliver Contract Work from. Please see Section 7 and Annex E of this IFA for further details.</p>
Quality Standard	<p>The Applicant must hold a Quality Standard recognised by the LAA by the Service Commencement Date.</p>	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p> <p>As part of the verification requirements Applicants will be required to provide further evidence. Please see</p>

		Section 7 and Annex E of this IFA for further details.
Relevant Professional Body	The Applicant must hold appropriate authorisation from a Relevant Professional Body by the Service Commencement Date.	Applicants must declare that they commit to meeting this requirement when submitting their Tender. In accordance with the verification requirements Applicants must hold appropriate authorisation from a Relevant Professional Body before the end of the 10-day Standstill Period that follows notification of Contract award.
Workstation Requirement	The Provider must ensure they have sufficient PCs or other compatible devices to accommodate the maximum number of Advisers on duty at any one time. Those PCs or other compatible devices must meet basic requirements for workstations required to use the ECMS as detailed below: <ul style="list-style-type: none"> - a Windows-based PC with the OS in mainstream support that can run the browser software and versions below; <ul style="list-style-type: none"> ● Mozilla Firefox 35 ● Google Chrome 40 ● Apple Safari 7 ● Microsoft Internet Explorer 9 - The necessary internal network, bandwidth capacity, communications software and configuration such that your PCs can connect to the DSCC. Further detail on this will be confirmed by the DSCC during mobilisation. 	Applicants must declare that they commit to meeting this requirement when submitting their Tender. An LAA Contract Management visit will be conducted to confirm compliance with the infrastructure requirements 2 weeks before Service Commencement Date.

Telephony requirements	<p>The Provider must meet the following basic telephony requirements:</p> <ul style="list-style-type: none"> • a phone for each Adviser on duty with the ability to make outgoing calls and support call conferencing. The call conferencing feature is vital to facilitate the use of the Interpretation and Translation Facility; and • a dedicated direct dial contact number to be used by the DSCC or us. 	<p>Applicants must declare that they commit to meeting this requirement when submitting their Tender.</p> <p>An LAA Contract Management visit will be conducted to confirm compliance with the infrastructure requirements 2 weeks before Service Commencement Date.</p>
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2.6 Applicants must be able to evidence how they meet the Minimum Requirements by the latest specified date as detailed in Section 8 of the IFA. They must have also successfully concluded the verification of their Tender by **23:59 on 18 August 2019**. An Applicant that fails to meet these deadlines may have their offer of an ITA Contract withdrawn.

2.7 Providers must continue to meet the Minimum Requirements at all times during the Contract Period. Any breach of the Minimum Requirements may entitle the LAA to terminate the ITA Contract.

2.8 Further information on the verification requirements can be found in **Annex E** of the IFA.

Quality Standard requirement

2.9 The Provider is required to hold a Quality Standard throughout the Contract Period.

2.10 Applicants must be able to evidence at least two weeks before the Service Commencement Date that they hold either the LAA’s Specialist Quality Mark (“**SQM**”) following audit by the LAA’s SQM Audit Provider or the Law Society’s Lexcel Practice Management standard (“**Lexcel**”).

2.11 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.

2.12 Where an Applicant already holds the SQM or is in the process of being audited by the LAA’s SQM Audit Provider, it need not reapply for the SQM, unless it must do so to continue to hold the SQM.

2.13 The requirements according to the Quality Standard an Applicant chooses to hold are detailed below:

<i>Applicant Type</i>	<i>Requirement</i>
Applicants who intend to hold the SQM	- Pass desktop audit at least two weeks before Service Commencement Date

	- Fully pass the Pre-SQM audit within six months of the Service Commencement Date
Applicants who intend to hold Lexcel	- Achieve Lexcel accreditation at least two weeks before Service Commencement Date
Applicants who already hold Lexcel	- Must hold a valid accreditation that will be in force until at least 1 September 2019
Applicants who already hold an SQM audited by the LAA's SQM Audit Provider	- Must hold a valid accreditation that will be in force until at least 1 September 2019

- 2.14 It is an Applicant's responsibility to ensure it meets the LAA's requirements at least two weeks before the Service Commencement Date. Applicants are therefore advised to apply for their chosen Quality Standard as early as possible.
- 2.15 It is the sole responsibility of the Applicant to contact the Quality Standard auditing organisation and arrange any necessary audits. The LAA assumes no responsibility for monitoring Applicants' progress towards achieving a Quality Standard.
- 2.16 Further information about the SQM and how to register with the LAA's current SQM audit provider can be found at <http://www.recognisingexcellence.co.uk/sqm/>. Applicants intending to hold the SQM are advised that as from 1 April 2017, there have been some changes to the SQM audit process. Further details are available at: <https://www.gov.uk/guidance/legal-aid-agency-quality-standards#specialist-quality-mark>
- 2.17 Further information on Lexcel can be found on The Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>.
- 2.18 Further information on the verification requirements can be found in **Annex E** of the IFA.

Appropriate authorisation from a Relevant Professional Body

- 2.19 The required services include Reserved Legal Activities which can only be carried on by authorised persons, exempt persons, or certain non-commercial organisations which are subject to transitional provisions, as defined within the Legal Services Act 2007. Applicants for an ITA Contract must therefore ensure that they have all necessary licences and authorisations from a Relevant Professional Body to conduct Contract Work by two weeks before the Service Commencement Date.
- 2.20 Further information on the verification requirements can be found in **Annex E** of the IFA.

Indemnities

- 2.21 The Applicant already needs to hold a LAA Legal Aid Contract. If the successful Applicant operates on a limited liability basis, it is required to provide a new indemnity, in addition to the indemnity(ies) they have provided previously.

- 2.22 It will be a condition of contract award that Applicants that operate on a limited liability basis (unless a registered charity) supply the LAA with a relevant indemnity form by the Service Commencement Date. This must be signed by the ultimate owners of the Applicant and/or such persons as the LAA might reasonably regard as being controllers and/or senior managers of the Applicant and/or where the Applicant is a limited company, from any company which is its holding company.
- 2.23 If the Applicant 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. LAA will not contract with any Applicant who is unable to provide confirmation of this by Service Commencement Date. A copy of the required indemnity form is available at: <https://www.gov.uk/government/publications/personal-guarantee-and-indemnity>
- 2.24 At the LAA's discretion, a guarantee offering equivalent protection may be accepted from an Applicant with limited liability as an alternative to an indemnity. The LAA will consider exercising such discretion where an Applicant is able to demonstrate that such a guarantee will protect public funds to the same extent as an indemnity.

Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

- 2.25 It is likely that TUPE will apply so as to result in the transfer of some or all of the contracts of employment from the current service provider providing the ITA Contract Work to the successful Applicant under this procurement process.
- 2.26 The LAA makes no representation in relation to the likelihood of TUPE applying in this case. It is each Applicant's responsibility to form their own view (taking legal advice as necessary) as to whether or not TUPE applies and, if so, the financial implications for their Tender.
- 2.27 To the extent there is likely to be one the impact of any TUPE transfer must be factored into the Case Fee submitted by the Applicant such that the Case Fee submitted is valid regardless of whether or not TUPE applies and/or the number or identity of transferring employees.
- 2.28 In an effort to assist Applicants in forming a view in relation to TUPE, and to the extent it is made available to the LAA, anonymised information (including numbers of employees, salary details and time spent on Contract Work) relating to those persons employed by the current service providers in relation to the delivery of ITA work, will be supplied to an Applicant on receipt by LAA of a signed confidentiality agreement from that Applicant. A copy of the confidentiality agreement has been provided as an attachment in the e-Tendering system.
- 2.29 Applicants wishing to receive this information, should complete, sign and return the form as an attachment through the e-Tendering message board by **5pm on 15 March 2019**. An example of the form is attached at **Annex C**.
- 2.30 Once the signed confidentiality agreement is received through the e-Tendering message board, any TUPE information will be sent to the Applicants by return through the e-Tendering message boards in the week commencing **18th March 2019**.

Mobilisation Period

- 2.31 The Mobilisation Period will last from Contract Start Date to the Service Commencement Date. This is the period during which the Provider will ensure the necessary infrastructure, staff and other aspects of the service are in place, in accordance with the representations made in their Tender, to achieve successful implementation by the Service Commencement Date. The Provider will be required to meet with LAA throughout the Mobilisation Period to report on the progress of mobilisation. The LAA will endeavour to provide additional information to the Provider (where available) to support successful mobilisation.
- 2.32 Providers should be aware that there is currently an active tender for delivery of the DSCC Service from August 2019 so work will be undertaken during the mobilisation period of this contract to ensure systems compatibility between the DSCC and CDD and ITA Providers.
- 2.33 Where possible, the LAA will endeavour to notify Applicants of the outcome of the tender as soon as possible to enable the maximum amount of time for mobilisation of the Service, which may result in an earlier Contract Start Date. However, the Service Commencement Date will remain the 1 September 2019.

SECTION 3: e-TENDERING SYSTEM

- 3.1 All Tenders must be completed and submitted using the e-Tendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at www.legalaid.bravosolution.co.uk
- 3.2 Applicants already registered on the e-Tendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the e-Tendering system to ensure these are up to date.
- 3.3 Where an Applicant already has multiple registrations on the e-Tendering system it should ensure that it uses the registration which matches the name and trading status of the organisation on whose behalf the Tender is submitted.
- 3.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the e-Tendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the e-Tendering system guides available through the 'Technical Support and Guidance' link on the e-Tendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the e-Tendering system message board. Applicants must check the message board regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their e-Tendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender, can be actioned as necessary.
- 3.7 The ITA ITT is available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the e-Tendering system.
- 3.8 All Applicants must submit a Response to the ITT.
- 3.9 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.10 Once Applicants have completed their response to the ITT, they must submit it by clicking on the "Submit Response" button.
- 3.11 Applicants may amend and re-submit their response at any time up to the Deadline. If so amended and re-submitted, only the last response shall be assessed.
- 3.12 An Applicant may check that it has successfully submitted its Tender by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its Tender for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the e-Tendering system are up to date.

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

SECTION 4: COMPLETION OF THE ITT FOR THE ITA SERVICES

- 4.1 An Applicant wishing to tender for the ITA Services must submit a response through the e-Tendering system.
- 4.2 The ITT to deliver the ITA Services can be found in the e-Tendering system as follows:
- ITT 624 - ITT to deliver the ITA Services
- 4.3 Applicants must complete a Tender to deliver the ITA Services which contains the following two envelopes:
- Technical Envelope (Organisation Details and Preference Award Criteria); and
 - Commercial Envelope (Pricing).

Submitting a Completed Tender

- 4.4 A completed Tender must comprise of the following parts:
- i. Responses to all Quality Award Criteria in the Technical Envelope including a signed declaration; and
 - ii. Case Fee information in the Commercial Envelope.
- 4.5 All questions marked with a red asterisk on the e-Tendering system are mandatory and the e-Tendering system will not permit an Applicant to submit its response unless answers to these questions are provided. It is the Applicant's sole responsibility to ensure that it correctly accesses, completes and submits its Tender.
- 4.6 Before submitting a Tender, the Applicants should ensure that:
- i. all Award Criteria/Sub Criteria have been answered and that it has provided all necessary parts of a completed Tender referred to above;
 - ii. it is satisfied that the Tender is accurate and complete and detailed enough to allow LAA to evaluate.

Technical Envelope (Preference Award Criteria)

- 4.7 A full breakdown of each of the questions included in the ITT is replicated at **Annex D** of this IFA.
- 4.8 Applicants must respond to each question in the ITT by selecting the correct drop-down option or by providing a typed answer in the free text box provided. Each free text box is limited to 2000 characters (including spaces).
- 4.9 Where a question requires a response from a drop-down menu, Applicants may either select an option from the drop-down list or, if they know the answer option they wish to select, use the quick search functionality by typing in the 'response' box in the e-Tendering system.

- 4.10 Where an Applicant is required to provide information in response to the questions in the ITT, the responses required must relate to the Applicant that will be delivering the ITA Service.
- 4.11 Before submitting its Tender, an Applicant must check that it has answered all questions correctly. If a Tender is incomplete it may be assessed as unsuccessful.
- 4.12 Tenders will not be opened by the LAA until after the Deadline and therefore if an Applicant's Tender is incomplete, this will only be identified on assessment, at which point it will be too late for Applicant to submit any further information.
- 4.13 Responses to the Sub Criteria in relation to the Award Criteria 1 to 4 of the Technical Envelope will be evaluated first.

Commercial Envelope (Pricing)

- 4.14 The ITT also includes the Commercial Envelope which contains the Price Form for ITA Services. The Applicant is required to complete the Price Form by inputting a single price for delivering ITA Services. This information will be used to determine the marks awarded for price for each Tender.
- 4.15 The pricing structure under the Contract will be based on a charge payable by the LAA to the Provider for each Closed Case (the "Case Fee"). LAA will make no other payments to Providers for performing the ITA Services.
- 4.16 Applicants must input a single Case Fee into the Price Form for the ITA Service and submit it through the Commercial Envelope. The price must be expressed in pounds sterling (£) and be exclusive of VAT.
- 4.17 Applicants will need to consider all of the likely costs related to the delivery of the ITA Services in determining the appropriate Case Fee, including but not limited to:
- (a) Set up costs (IT and telephony infrastructure, recruitment etc);
 - (b) TUPE costs (where applicable);
 - (c) Staff costs (wages, training etc);
 - (d) Reporting;
 - (e) Quality management;
 - (f) Other ongoing costs (telephone calls, overheads); and
 - (g) Exit costs
- 4.18 Case Fees submitted by Applicants in the Price Form will be applicable for the duration of the Contract, including any extended periods in accordance with the terms of the Contract.
- 4.19 No additional payments will be made for the ITA Services outside of the Case Fee.

ITA Case Fee Price Cap

- 4.20 The maximum Case Fee that an Applicant is permitted to submit for the ITA Service is £35.00 (excluding VAT). Tenders which include an ITA Case Fee in excess of this will be considered non-compliant and will be removed from the competition.

4.21 Although an ITA price cap is in place, Applicants should note that (as set out in Section 6) the Case Fees offered by Applicants for the ITA Service will receive a score out of 40, with the lowest-priced Tender receiving full marks and other Tenders scored according to their relative distance from the lowest-priced Tender. Applicants should therefore ensure they submit the most competitive price they are able to.

SECTION 5: APPLICANTS' QUESTIONS

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

Questions about this IFA

- 5.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **5pm on 15 March 2019**. This is referred to in the e-Tendering system as the 'End date for supplier clarification messages'.
- 5.3 All such questions must be submitted using the e-Tendering system message boards.
- 5.4 Because of the way the LAA downloads messages from the e-Tendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to. However, during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.
- 5.5 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages <https://www.gov.uk/government/publications/immigration-telephone-advice-tender-2019> in the 'Procurement of Immigration Telephone Advice Services from 1st September 2019 Frequently Asked Questions (FAQ)'.
- 5.6 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not be able to provide responses to questions about the process through any other method.

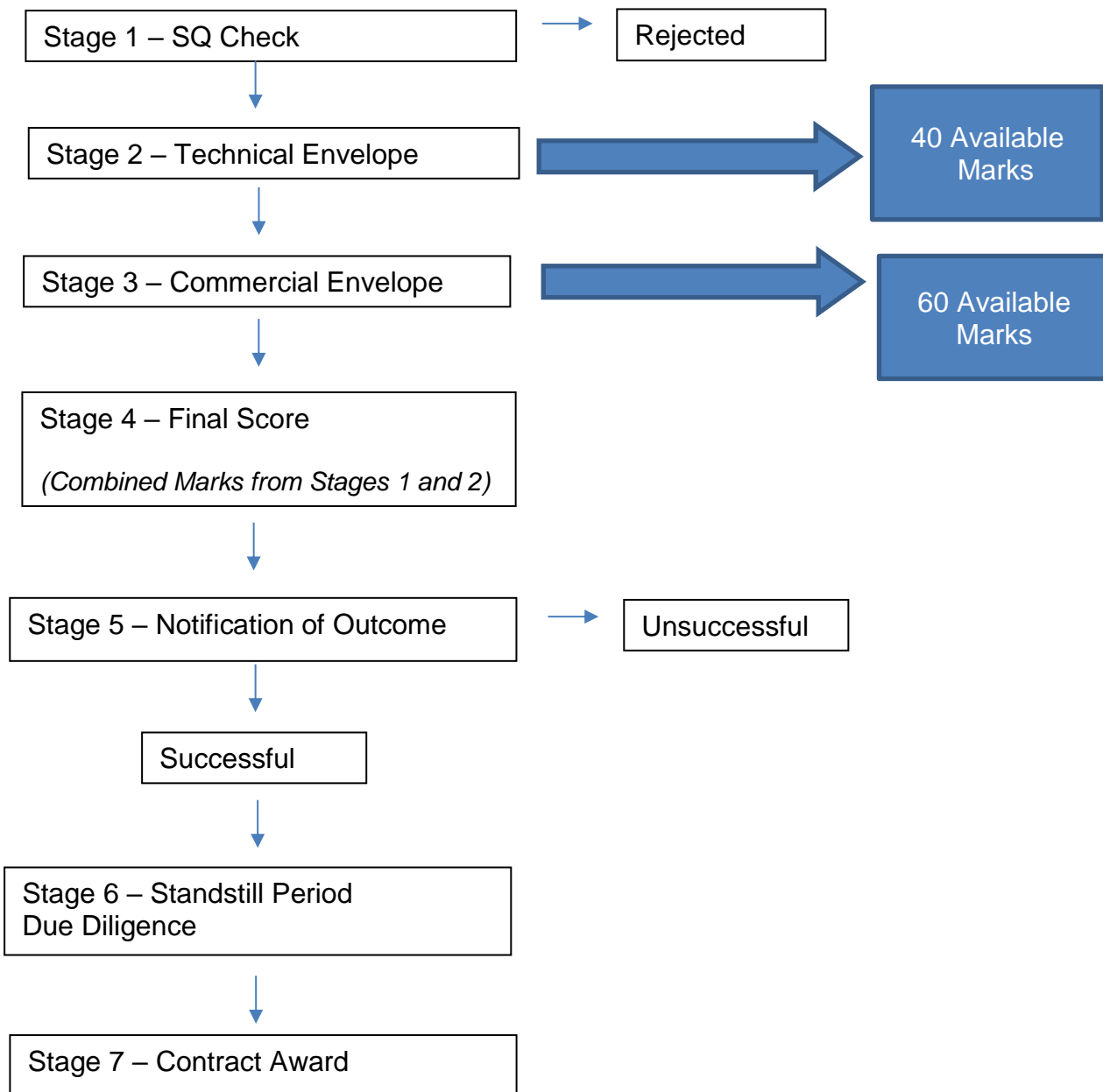
Technical questions about how to operate the e-Tendering system

- 5.7 There is an e-Tendering helpdesk to provide technical support in relation to the use of the e-Tendering system. The helpdesk is **unable** to assist with problems with Applicants' own computer hardware or systems. For these types of issues Applicants should contact their own IT support.
- 5.8 Questions for the e-Tendering helpdesk should be emailed to help@bravosolution.co.uk. Alternatively, the telephone number for the helpdesk is 0800 069 8630 and lines are open from 8am to 6pm Monday to Friday.
- 5.9 The LAA recommends that Applicants start to complete their Tenders early so that they identify any areas in which they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time and accepts no responsibility if they are not.
- 5.10 Applicants should note that the e-Tendering helpdesk is the only method by which they can receive assistance on using the e-Tendering system.

SECTION 6: TENDER ASSESSMENT

ITT Assessment

6.1 The evaluation of Tenders will be conducted against the Award Criteria set out in the ITT following the stages set out below:



Stage One – SQ Check

- 6.2 Applicants that are assessed as having passed an SQ from a prior procurement process will proceed to the assessment of the Preference and Price Criteria.
- 6.3 The LAA will check that the Applicant has submitted an SQ Response under a prior procurement process. In the event that no SQ Response has been submitted this will be assessed as an incomplete Tender and the LAA will reject the Applicant’s Tender in its entirety.
- 6.4 Where the Applicant has answered “Yes” to question A.3.i. indicating that there have been changes to the answers submitted in their previous SQ since submission, the LAA will seek to clarify the Applicant’s Tender in accordance with paragraph 8.26 of the IFA.
- 6.5 Where the clarification response shows that a material amendment to the Applicant’s SQ responses has occurred, the LAA will require the Applicant to submit up to date responses to the Rejection Criteria taking account of the changes. The Applicant must provide a revised response within 14 days of the LAA’s request. If the Applicant fails to respond within the required timeframe, the LAA shall assess it solely on the basis of the information provided in its initial clarification response and that may mean that the LAA rejects the Applicant’s Tender.

Stage Two – Technical Envelope (Preference Criteria)

- 6.6 Stage 2 will evaluate the responses within the Technical Envelope submitted by Applicants against the Preference Criteria.
- 6.7 The Preference Award Criteria are comprised of questions which will be used to assess the Applicant’s capacity to deliver the Contract Work.
- 6.8 The LAA will give preference to Applicants who:
- currently hold a 2018 Standard Civil Contract with authorisation to undertake Immigration and Asylum work;
 - employ a higher percentage of qualified staff at the time of tender; and
 - already have the necessary infrastructure in place to deliver the service.
- 6.9 Where the LAA is unable to secure services from an organisation able to meet all of these requirements, it will consider bids from Applicants not able to meet all these requirements in full as set out below.
- 6.10 Each scored Preference Criterion has a maximum number of points available, which are set out in the table below. **Annex D** of this IFA contains the Preference Award Criteria questions and also provides further detail on how the Preference Award Criteria will be assessed.

Question	Points available
1. Authorisation to undertake Immigration and Asylum work	10

2.Supervisor Requirements	10
3.Adviser Requirements	10
4. Infrastructure	10
Total	40

- 6.11 Each Preference Criterion has a scored question which is answered by selecting an answer from options under a drop-down menu. Where the Applicant selects an answer option for which points are awarded, it must also answer supplementary questions to provide further information and verify its response.
- 6.12 Applicants will receive the score corresponding to the answer selected against the relevant quality criterion. Scores for all the quality award criteria in the Technical Envelope will be added together to give an overall score out of 40.
- 6.13 An example of how this will operate is set out below, including example scores:

Question	Points available	Applicant Score
1. Authorisation to undertake Immigration and Asylum work	10	10
2.Supervisor Requirements	10	0
3.Adviser Requirements	10	10
4. Infrastructure	10	10
Total	40	30

- 6.14 In the example above the Applicant would receive a total score of 30 out of 40 possible points against the Preference Award Criteria.

Stage Three – Commercial Envelope (Price Award Criteria)

- 6.15 Stage 3 will evaluate the responses within the Commercial Envelope submitted by Applicants which contains the Price Award Criteria.
- 6.16 Each Case Fee offered by Applicants for managing an ITA Case will be ranked from lowest to highest.
- 6.17 Case Fees offered by Applicants will be scored on a comparative basis within each Service. The lowest priced Case Fee will receive the highest score available (60) and other scores will be calculated by their relative distance from that Tender. The distance from the lowest priced Tender will be calculated using the following methodology (calculated to two decimal places):

$$(L \div B) \times 60 = \text{Score}$$

L = Value of the lowest Case Fee offered in a compliant Tender.

B = Value of the Case Fee of the Tender being scored

6.18 An example of how this might look is set out in the tables below (using fictitious Applicant names):

Rank	Applicant	Case Fee	Score (out of 60)
1	ISS LLP	£26.60	60
2	Immigration Solicitors LLP	£28.75	55.51
3	Immigration Select LLP	£30.00	53.20

6.19 The prices used in the tables above have been chosen randomly to demonstrate how the scoring will operate. Applicants should not use these prices as a guide for the LAA's expectations for the prices Applicants will tender.

6.20 Where a Case Fee(s) submitted by an Applicant is abnormally low, the LAA will act in accordance with Regulation 69 of the Public Contracts Regulations 2015 and will require Applicants to explain how their price bid has been established

Stage Four – Final Score

6.21 At stage 4 Applicants will have their quality score (out of 40) and price score (out of 60) combined to give a total score for that Service. An example is set out below:

Rank	Applicant	Quality Score (out of 40)	Price Score (out of 60)	Score (out of 100)
1	ISS LLP	35	60	95
2	Immigration Solicitors LLP	25	55.51	80.51
3	Immigration Select LLP	20	53.20	73.20

6.22 The highest score will then determine which Applicant will be awarded the Contract:

6.23 In this example, the single ITA Contract available under this procurement process would be awarded to ISS LLP.

Stage Five - Notification of Outcome

6.24 Applicants will be notified of the outcome of their Tender by letter sent through the message board for the ITT within the e-Tendering system in accordance with the timetable set out earlier in this IFA.

6.25 Where an Applicant is unsuccessful, their letter will set out their score, ranking and the reasons for the score for each Award Criterion.

6.26 Where an Applicant's Tender is assessed as unsuccessful the Applicant's Tender(s) will be rejected.

Stage Six – Standstill Period: Due Diligence

- 6.27 The LAA, prior to any execution of the ITA Contract, will carry out due diligence to verify the information provided as part of the successful Applicant's Tender.
- 6.28 Details of the due diligence requirements are set out at **Annex E** of this IFA. Due Diligence requirements will be sent to the successful Applicant at the same time as they are notified that they have been successful. The Contract award will be conditional on the Tender passing the due diligence requirements.
- 6.29 It is the Applicant's sole responsibility to ensure they provide the LAA with all the necessary information to evidence they meet the relevant due diligence requirements by the end of the standstill period.
- 6.30 Where, as part of any due diligence, an Applicant is found not to comply with any material elements of its Tender, the LAA may not proceed with any decision made to award an ITA Contract
- 6.31 If the due diligence requirements are successfully met, following the end of the standstill period, the Applicant's Contract documentation will be sent to them to enable the execution of the Contract.

Stage Seven – Contract Award

- 6.32 An award of a Contract to a successful Applicant is conditional on the Contract being agreed in accordance with LAA internal procedures. Those internal procedures may include the provision of indemnities or guarantees by the Applicant.
- 6.33 The LAA reserves the right not to award a Contract or to withdraw a notification of award at any time before the Contract is executed.

SECTION 7: VERIFICATION OF TENDERS

- 7.1 Further to the due diligence checks, the successful Applicant will be required to verify its Tender and the award of an ITA Contract to it will be conditional on the successful Applicant's Tender being satisfactorily verified by the LAA. Details of the verification requirements are set out at **Annex E** of this IFA. Verification must be concluded at the latest by **23:59 on 18 August 2019** unless otherwise stated at **Annex E**.
- 7.2 It is the Applicant's sole responsibility to ensure they provide us with all the necessary information to evidence they meet the relevant verification requirements no later than **23:59 on 18 August 2019**.
- 7.3 Where the Applicant has not submitted information in accordance with the verification process for an ITA Contract award by **23:59 on 18 August 2019**, then the offer of an award of an ITA Contract may be withdrawn.
- 7.4 For the avoidance of doubt, if it becomes necessary for the LAA to withdraw the award of an ITA Contract as a consequence of the successful Applicant's failure to satisfactorily verify any aspect of their Tender, the LAA shall have no responsibility whatsoever to the Applicant (or any related party) for any cost, expense or any other liability they have incurred or may incur in the course of submitting their Tender.
- 7.5 In addition to meeting the verification requirements, Applicants may need to complete the two following administrative processes, where relevant, before the LAA can issue Contract documentation to an Applicant:
- a. Provide a completed indemnity **where they are an organisation with a limited liability**
 - b. Provide a completed AC1 form and associated documentation for each **new Office**

Indemnity

- 7.6 Applicants with limited liability (unless a registered charity) must supply the LAA with a properly completed indemnity.
- 7.7 Please refer to paragraphs **2.21-2.24** of the IFA for further information on this requirement.
- 7.8 A copy of the indemnity form is available at:
<https://www.gov.uk/government/publications/personal-guarantee-and-indemnity>

AC1 form

- 7.9 Where Applicants intend to open an Office to deliver the ITA Services, in addition to confirming the Office address and postcode, they will be required to complete and return an AC1 form and supporting documents so the new Office can be allocated a LAA Account Number and set up on the LAA systems. Applicants cannot be issued with Contract documentation or start, or be paid for, Contract Work from this Office until a completed AC1 form has been received and processed by the LAA. The AC1 form is available at: www.gov.uk/guidance/update-your-details-with-laa.

SECTION 8: GENERAL RULES OF THIS PROCUREMENT PROCESS

Introduction

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

Submitting a Tender

- 8.4 The Applicant agrees to comply with the rules (contained in this Section 8 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA e-Tendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA will assess the Applicant's Tender as unsuccessful.
- 8.5 The Applicant must submit a complete Tender (in accordance with paragraph 8.8) by the Deadline. For the purposes of the Deadline, the time specified on the e-Tendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:
- (a) any requests by the Applicant to amend or submit the Tender after the Deadline; or,
 - (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender

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

- 8.6 The Applicant must submit a complete Tender (in accordance with paragraph 8.8) using the e-Tendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.
- 8.7 A Tender must be authorised by one of the following:
- (a) the Applicant's Compliance Office for Legal Practice (COLP), Head of Legal Practice (HOLP) or Compliance Manager (CM) (or proposed COLP, HOLP or CM); or,
 - (b) where the Applicant is not authorised by a Relevant Professional Body, a member of Key Personnel who either:

- (i) has decision and/or veto rights over decisions relating to the running of the Applicant; or
- (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

- 8.8 The Applicant must reply to every question 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.
- 8.9 The Applicant may only submit one Tender. Where an Applicant submits more than one Tender for the ITA Service, the LAA will assess only the last response submitted prior to the Deadline.
- 8.10 The Applicant may amend and re-submit its Tender at any time up to the Deadline. Only the last Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.
- 8.11 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 8.12 Subject to the LAA's right to clarify at paragraph 8.26, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 8.13 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 8.14 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 8.15 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all of the services it has submitted a Tender for.
- 8.16 The Applicant must keep its Tender valid and capable of acceptance by the LAA up to the Service Commencement Date.
- 8.17 By submitting a Tender, the Applicant agrees to be bound by the Contract without further negotiation or amendment.

- 8.18 The Applicant must monitor and respond as appropriate to messages received through the e-Tendering system throughout this procurement process and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the e-Tendering system, including that outlined in 8.21 will be deemed to have been received by the Applicant at the time of transmission in the e-Tendering system. The time specified in the e-Tendering system shall be the definitive time.
- 8.19 Any Frequently Asked Questions published through the e-Tendering system in accordance with **Section 5** of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.
- 8.20 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

Right to Cancel or Amend the Procurement Process

- 8.21 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/immigration-telephone-advice-tender-2019> and notified to individual Applicants through a message on the e-Tendering system.
- 8.22 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with 8.21 before the Deadline may be rejected.
- 8.23 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 8.24 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 8 will take precedence.
- 8.25 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

Right to Clarify/Verify

- 8.26 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. It will not do so where this would afford an Applicant the opportunity to improve its Tender by submitting a changed bid that would constitute a new tender. Where it does exercise its discretion to seek clarification or verification, in making its decision following receipt of an Applicant's response, the LAA will not take into account any information received which falls outside of the scope of the specific clarification or verification it is seeking.

8.27 Where the LAA contacts the Applicant in circumstances outlined in 8.26, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date may not be taken into account by the LAA when evaluating the Applicant's Tender.

8.28 The ITT requests some non-assessed information that the LAA requires to be able to progress the issuing of contract documentation. Where this non-assessed information is not provided or is inaccurate in the Tender, the LAA may contact the Applicant for these details. If the Applicant fails to provide the accurate information requested this will not result in a Tender being unsuccessful. However, this may delay the issuing of contract documentation to an Applicant who has been successful. That may prevent the Applicant from commencing and being paid for services under the relevant contract.

Right to Exclude

8.29 If the LAA receives information to suggest that any aspect of the Applicant's Tender is false, misleading or incorrect in any material way it may undertake such enquiries as it considers necessary to determine the accuracy of the Tender. The Applicant must assist with any such enquiries.

8.30 The LAA reserves the right at its absolute discretion to disqualify from the procurement process any Applicant for submitting:

- (i) false information; and/or
- (ii) information which misrepresents the Applicants actual position; and/or
- (iii) misleading information.

8.31 Paragraph 8.30 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

Canvassing

8.32 The Applicant (including its employees and agents) must not, whether directly or indirectly:

- (a) canvass, or attempt to obtain any information from, any Ministers, officers, employees, agents or advisers of the LAA in connection with this procurement process; or
- (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

Collusion

8.33 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:

- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;

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

8.34 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 8.33, the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant from any further involvement in this procurement process.

Award

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

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

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

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

Costs and expenses of Tender

8.39 There is no right of appeal against the LAA's assessment of an Applicant's Tender.

8.40 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

Confidentiality, Data Protection & Freedom of Information

- 8.41 The LAA may share any information contained in an Applicant's Tender with the provider of the e-Tendering system for the purposes of administering the procurement process.
- 8.42 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 8.43 If an Applicant is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 8.44 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.
- 8.45 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 8.46 By submitting a Tender an Applicant consents and confirms that they have obtained all necessary consents from the relevant Data Subject to such Personal Data being processed and used in accordance with and/or for the purposes of administering the procurement process as contemplated by the IFA, the Tender and for the management of any Contract subsequently awarded.
- 8.47 The LAA and the Applicant anticipate that the LAA shall act as a Controller and Processor in respect of any Personal Data provided to it by the Applicant as a requirement of the Tender.
- 8.48 The Applicant warrants and undertakes, as a condition of the Tender, to the LAA, on a continuing basis, that:
- (a) the Applicant has all the requisite and necessary authority (and has obtained and will maintain all necessary consents) required under and/or in connection with the Data Protection Laws to disclose the Personal Data to the LAA in connection with the Tender to enable the LAA to carry out the procurement process; and
 - (b) all the Data Subjects whose Personal Data is provided by the Applicant to the LAA have consented to the Processing of such Personal Data for the purposes of the Applicant's participation in the Tender (and/or that the Applicant otherwise has a legal basis for providing such Personal Data to the LAA for the purposes of its participation in the Tender) and within 7 days of any request by the

LAA, the Applicant shall provide the LAA with evidence of such lawful basis and/or consent (as the case may be); and

(c) the Applicant shall at all times during the procurement process comply with the Data Protection Laws.

8.49 The Applicant agrees that it shall notify the LAA immediately if any Data Subject revokes, withdraws and/or changes their consent to the disclosure of the Personal Data to the LAA in connection with the Tender.

8.50 The LAA shall implement and maintain appropriate technical and organisational security measures to comply with the obligations imposed on the LAA by the Security Requirements.

8.51 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.

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

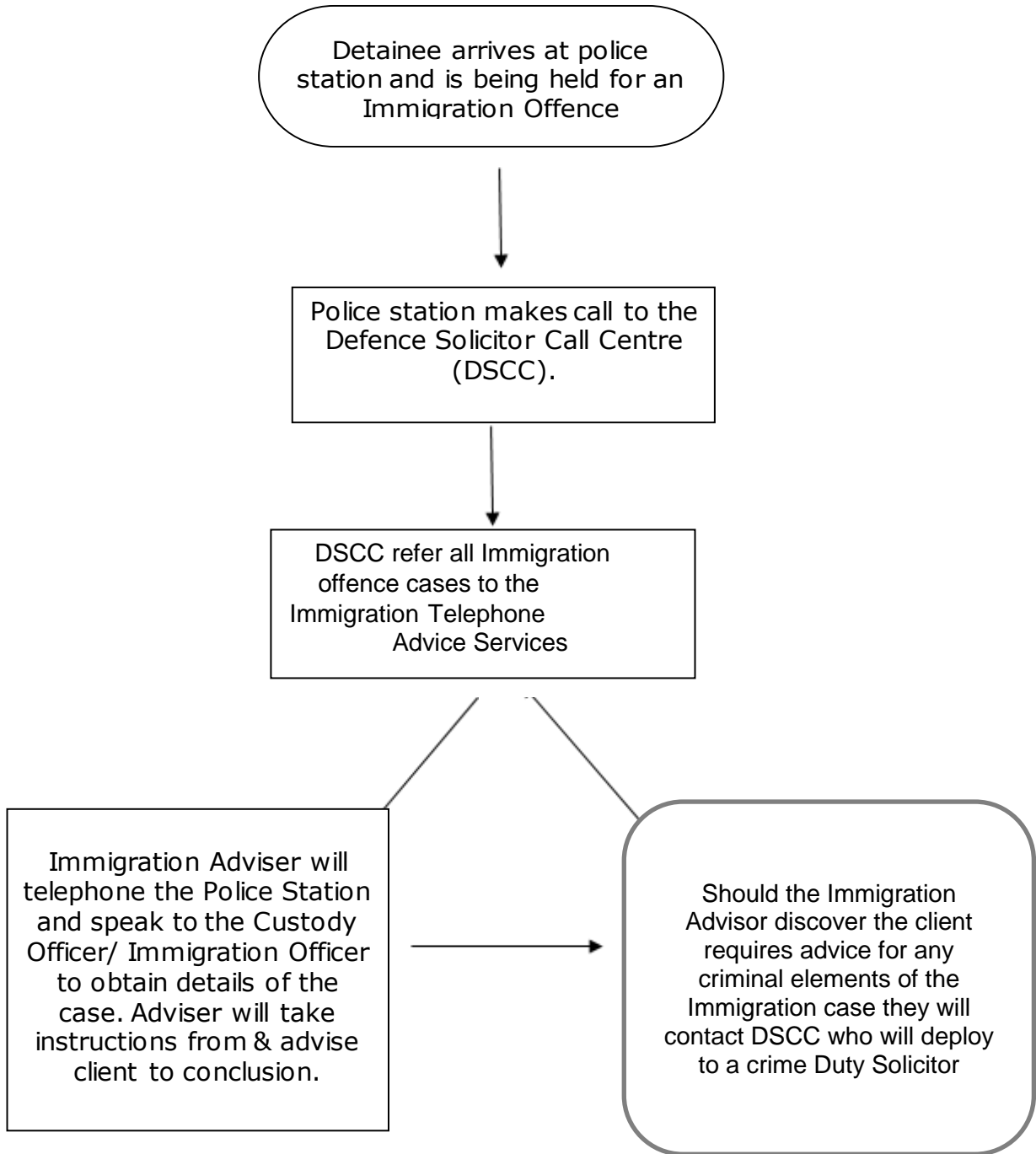
8.53 Following completion of this procurement process, the LAA will retain copies of the Tender for such time as it considers reasonable to satisfy the LAA's audit obligations and for any associated contract management purposes.

Copyright & Intellectual Property Rights

8.54 The information contained in this IFA is subject to Crown Copyright. Applicants may, subject to 8.55, re-use this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the Information policy team, The National Archives, Kew, London, TW9 4DU or complete the online enquiry form: <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>

8.55 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "*Invitation to Tender to deliver ITA Telephone Advice Services from September 2019 Legal Aid Agency, Licensed under the Open Government Licence v3.0.*"

ANNEX A: Process flow for the ITA Services



ANNEX B: The ITA Services – Key Volumes and Case information

Historical case volumes

The total Case volumes **closed** across **all Providers** for the last two full financial years is set out below

Table 1¹	
Financial year	Case volumes
2016/2017	9,681
2017/2018	8,716

A breakdown of monthly Case volumes **received** across **all providers** for 2017/18 is set out below.

Table 2¹	
Month	ITA
April	637
May	791
June	725
July	837
August	621
September	753
October	869
November	837
December	666
January	755
February	629
March	694
Total	8,814

¹ Please note that the totals in Table 1 and Table 2 will not match; Table 1 shows cases closed and Table 2 shows cases received

Average Case volumes per hour – ITA Services

The table below sets out the average number of ITA cases per hour over a week (recorded each hour by the DSCC). For the purposes of developing Resourcing Plans, Applicants are reminded that the Provider will allocated all Cases that are raised. Please note this includes Cases raised outside of Service Hours, which must be responded to in line with KPIs in **Annex 3** of the Contract

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
00:00	0.5	1.0	1.3	1.0	1.2	1.0	0.7
01:00	0.5	0.7	0.9	1.1	1.2	0.9	0.4
02:00	0.6	1.0	0.9	0.8	0.7	0.6	0.5
03:00	0.5	0.6	0.6	0.6	0.6	0.6	0.4
04:00	0.5	0.4	0.5	0.3	0.4	0.4	0.3
05:00	0.5	0.5	0.4	0.3	0.4	0.2	0.3
06:00	0.3	0.4	0.3	0.3	0.4	0.1	0.2
07:00	0.3	0.7	0.5	0.3	0.3	0.3	0.2
08:00	0.6	1.4	0.6	0.6	0.5	0.3	0.3
09:00	0.9	1.3	1.3	1.1	1.2	0.5	0.6
10:00	1.2	1.6	1.7	1.5	1.2	0.7	0.4
11:00	1.6	1.7	2.4	1.8	1.3	0.7	0.6
12:00	1.3	1.9	2.0	1.8	1.6	0.8	0.5
13:00	1.4	2.1	1.4	1.8	1.3	0.6	0.5
14:00	1.4	1.9	1.8	1.4	1.2	0.8	0.7
15:00	1.3	1.6	2.0	1.5	1.2	0.9	0.6
16:00	1.2	1.7	1.7	1.6	1.3	1.0	0.8
17:00	1.3	1.8	1.8	2.1	1.2	1.3	0.7
18:00	1.1	1.8	1.6	1.5	1.5	1.2	0.6
19:00	1.1	1.1	1.3	1.6	1.4	1.0	0.8
20:00	1.4	1.4	2.1	2.2	2.0	0.9	0.8
21:00	0.9	1.0	1.6	2.5	1.9	1.1	0.4
22:00	0.8	0.9	1.2	1.7	1.4	0.9	0.5
23:00	0.9	0.9	1.1	1.1	1.4	0.6	0.3

Average daily cases 2017/18 by hour and month (total cases/number of days in month)

	April	May	June	July	August	September	October	November	December	January	February	March
00:00	0.6	1.2	0.8	1.3	0.5	1.1	0.8	1.4	1.2	1.0	0.7	0.9
01:00	0.9	0.9	0.7	0.9	0.6	0.7	1.0	0.8	1.1	0.7	0.7	0.6
02:00	0.5	0.7	0.6	1.2	0.8	0.6	0.9	0.9	0.6	1.0	0.6	0.5
03:00	0.5	0.5	0.8	0.6	0.3	0.6	0.5	0.8	0.5	0.6	0.4	0.6
04:00	0.4	0.4	0.6	0.4	0.4	0.2	0.7	0.3	0.4	0.3	0.5	0.3
05:00	0.4	0.6	0.2	0.3	0.3	0.3	0.7	0.4	0.3	0.4	0.1	0.5
06:00	0.2	0.5	0.2	0.1	0.4	0.2	0.3	0.3	0.4	0.3	0.3	0.2
07:00	0.4	0.5	0.5	0.4	0.2	0.4	0.6	0.4	0.4	0.3	0.2	0.3
08:00	0.6	0.9	0.6	0.8	0.5	0.6	0.8	0.5	0.4	0.5	0.5	0.5
09:00	1.1	1.1	1.2	0.8	0.8	0.6	1.2	1.1	0.7	1.0	1.1	1.2
10:00	0.9	1.6	1.1	1.0	1.0	1.3	1.1	1.4	0.7	1.5	1.4	1.0
11:00	0.9	1.5	1.6	1.6	0.9	1.2	1.8	1.6	1.2	1.5	1.9	1.4
12:00	1.2	1.5	1.4	1.4	1.2	1.2	1.5	1.6	1.4	1.7	1.4	1.5
13:00	1.2	1.0	1.6	1.8	1.2	1.7	1.4	1.4	0.9	0.6	1.7	1.3
14:00	1.4	0.8	1.5	1.0	1.1	1.1	1.5	1.7	1.2	1.6	1.1	1.6
15:00	1.1	1.0	1.3	1.6	1.4	1.8	1.6	1.4	1.0	1.3	0.9	1.1
16:00	1.1	1.5	1.4	1.3	1.3	1.8	1.5	1.6	0.8	1.1	1.1	1.3
17:00	1.1	1.2	1.0	1.9	1.5	1.7	1.2	1.5	1.5	1.8	1.9	1.1
18:00	1.2	2.2	1.2	1.3	1.0	1.1	2.1	1.1	1.2	1.2	1.0	1.1
19:00	1.3	1.0	0.9	1.3	1.0	1.3	1.3	1.3	1.0	1.5	1.0	1.4
20:00	1.4	1.4	1.6	2.4	1.2	1.6	1.7	2.0	1.3	1.4	1.4	1.2
21:00	1.3	1.6	1.6	1.7	0.8	1.6	1.3	1.9	1.2	1.0	1.3	1.1
22:00	1.0	0.5	1.0	1.4	0.9	1.1	1.2	1.5	0.9	1.2	0.9	1.1
23:00	0.6	1.3	0.7	0.9	0.7	1.1	1.1	1.1	1.1	0.8	0.6	0.6

Total cases 2017/18 by hour and month

	April	May	June	July	August	September	October	November	December	January	February	March
00:00	18	37	25	39	17	32	25	42	36	32	20	27
01:00	26	28	21	27	20	21	32	23	34	23	20	18
02:00	15	23	17	36	26	19	27	26	19	32	16	15
03:00	15	16	25	19	10	18	15	25	17	18	10	18
04:00	11	12	19	11	12	7	22	8	13	8	13	10
05:00	12	18	6	10	9	9	23	12	10	12	3	16
06:00	6	15	7	3	13	6	10	10	12	9	9	7
07:00	12	17	14	11	7	11	18	13	13	10	5	8
08:00	18	27	19	26	17	17	26	16	12	17	15	15
09:00	34	35	37	24	24	19	38	32	21	30	30	36
10:00	28	51	32	30	31	39	35	42	23	46	38	31
11:00	26	47	49	49	28	37	56	48	36	45	53	44
12:00	35	48	41	43	36	37	46	47	42	52	39	48
13:00	37	30	48	55	36	52	44	41	27	20	48	41
14:00	42	26	44	31	33	33	47	51	38	49	31	49
15:00	32	30	39	51	42	54	49	41	32	41	26	34
16:00	34	46	41	41	41	54	46	47	26	34	30	40
17:00	32	38	31	58	46	52	38	45	48	56	52	35
18:00	36	68	36	39	31	34	66	34	37	38	27	34
19:00	39	31	26	39	30	40	40	38	31	48	27	43
20:00	42	43	48	73	37	48	52	59	41	42	38	38
21:00	38	51	48	52	26	47	41	57	36	30	35	34
22:00	31	15	31	42	28	33	38	46	29	38	26	33
23:00	18	39	21	28	21	34	35	34	33	25	18	20

ANNEX C: TUPE and CONFIDENTIALITY AGREEMENT

TUPE and CONFIDENTIALITY AGREEMENT

Instructions: When requesting TUPE information, please provide a signed copy of the Confidentiality Agreement below on your organisation's headed paper filling in the sections where appropriate.

For the attention of: Gemma Jordan

Legal Aid Agency
8th Floor, 102 Petty France
London
SW1H 9AJ

Dear Sirs

INVITATION TO TENDER FOR PROVISION OF ITA SERVICES

Legal Aid Agency ("**LAA**") commenced a procurement process for the provision of legal services in relation to an Immigration Telephone Advice contract ("**ITA Services**") by publishing an Invitation to Tender(ITT) in relation to the same on its website on 28 February 2019.

LAA has identified [name of Applicant] ("**Applicant**") as a potential supplier of the ITA Services and wishes to make further disclosures of information to the Applicant in connection with the ITT.

This letter sets out the conditions on which information is made available to the Applicant. In this letter "**Confidential Information**" means all information relating to persons employed by providers of ITA Services (including, without limitation, the names, ages, roles, salary and benefits package and employment history of such persons) provided by the LAA to the Applicant in whatever medium such information is disclosed whether orally, pictorially, electronically, in writing or by any other means.

In consideration of Confidential Information being made available to the Applicant, the Applicant undertakes to comply with the following terms of this letter:

1.The Applicant agrees:

- (a) to hold the Confidential Information in strict confidence and to keep in safe custody all media recording the same;
- (b) except as expressly permitted by this letter, not to copy or reproduce, publish or distribute the Confidential Information or disclose the Confidential Information in whole or in part to third parties; and
- (c) to use the Confidential Information for the sole purpose of preparing its tender in response to the ITT and in accordance with all applicable laws (including the Data Protection Act 1998 and associated legislation) (the "Purpose").

2.The Applicant may disclose the Confidential Information:

- (a) to such officers and employees of the Applicant as it reasonably considers necessary solely in connection with and in furtherance of the Purpose;
- (b) to professional advisers or consultants engaged to advise in connection with the Purpose provided the LAA has given its prior written consent;
- (c) as required by law or by any regulation or similar provision; and/or
- (d) to anyone else whom the parties have agreed in writing may receive the Confidential Information.

Where information is disclosed to a recipient referred to in paragraph 2(b) or 2(d) the Applicant shall ensure that the recipient is informed of the obligations of confidentiality contained in this letter and complies with the terms of this letter as if it were bound by this letter.

3. The restrictions on use or disclosure of the Confidential Information will not apply to:

- (a) any information which is in the public domain except due to breach of this letter by the Applicant;
- (b) any information which the Applicant possessed prior to disclosure by the LAA, without restriction as to its disclosure;
- (c) any information independently originated by the Applicant or acquired by the Applicant from a third party in circumstances in which the third party is free to disclose it to others.

The obligations of this letter shall survive for so long as information disclosed under it constitutes Confidential Information.

The Applicant shall ensure that all Confidential Information and any copies made thereof, or other documents reproducing or generated from such Confidential Information, shall upon request by LAA at any time be promptly returned to LAA, or at LAA's request, destroyed. A senior officer of the Applicant shall certify in writing as to the completeness of such return and/or destruction.

The Applicant acknowledges that LAA makes no representation or warranty regarding the accuracy, completeness or freedom from defects of the Confidential Information.

The Applicant further acknowledges that unless otherwise expressed by LAA in writing, no failure or delay by the LAA in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights.

The Applicant agrees that it shall not assign this letter or any of its rights and obligations hereunder without the prior written consent of LAA.

This letter or any part of it shall not be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this letter.

This letter shall be governed by and construed in all respects according to the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts in all matters relating to this letter.

SIGNED by NAME)
duly authorised to sign for and on behalf)
of [**APPLICANT**] [*type of organisation*]²)

.....

.....
Authorised Signatory
Position:³
Date:

This letter must be signed for you by a person who can bind you to it. If you are a partnership, a partner must sign. If you are a sole practitioner solicitor, the sole practitioner (principal) must sign. If you are a company, a director must sign. If you are a limited liability partnership, a designated member must sign. If you are an unincorporated charity, two trustees must sign.

² e.g. partnership, incorporated practice. limited liability partnership, public limited company, private limited company, company limited by guarantee, unincorporated charity. Where appropriate state registration number.

³ e.g. partner, designated member, director, trustees.

ANNEX D: PREFERENCE CRITERIA QUESTIONS AND ASSESSMENT

The Preference Criteria contain questions which will be used to assess the Applicant's capacity to deliver the ITA Services tendered for. Applicants must answer all parts of the Preference Criteria questions. Each Preference Criterion has a scored question which is answered by selecting from a list of drop down options. Where Applicants select responses to questions which are assigned a score of 1 point or higher, they are also required to provide further information in a text box.

Question	Points Available
1. Authorisation to undertake Immigration and Asylum work	10
2. Supervisors	10
3. Advisers	10
4. Infrastructure	10
Total	40

	Question	Response options and assessment
Note	<p>Before submitting your ITA ITT, please carefully read the Information for Applicants (IFA). This document gives information about the procurement process for an ITA Contract, including how to complete a Tender.</p> <p>When completing your Tender, you should save your work regularly.</p> <p>If you are logged onto the e-Tendering system but do not use it for 15 minutes, the system will notify you through a 'pop up'. In order to see this and enable you to 'refresh' the link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the portal and do not lose any unsaved information.</p> <p>Do not use the 'Back' or 'Forward' buttons on your browser; you could potentially lose your work. Please use the links on the portal to navigate through the e-Tendering system.</p>	

Section A – organisation and contact details

No.	Question	Response options and assessment
A.1	<p>Full name of Applicant including trading name(s) that will be used if successful in this procurement process</p> <p>Please note that the same entity as holds the Legal Aid Contract needs to be the applicant under this process.</p>	Text
A.2	<p>Registered address the ITA service will be delivered from which meets the Office Requirements</p> <p>Where the Applicant does not yet have a registered or head office please enter "N/A"</p>	Text
A.3	<p>Please confirm the Legal Aid Contract your most recently submitted SQ response is to be passported from</p>	<p>Options list</p> <ul style="list-style-type: none"> a) Standard Civil Contract 2018 b) Standard Crime Contract 2017 c) Standard CLA Contract 2018
A.3i	<p>Have there been any changes to the answers submitted in your previous SQ response since you submitted it? Previous SQ response means the SQ response submitted for the Legal Aid Contract you selected from the options list at question A.3 above</p> <p>In accordance with paragraphs 6.4 and 8.26 of the IFA the LAA will seek to clarify the Applicant's Tender if they answer "Yes" to question A.3.i.</p>	<p>Options list:</p> <ul style="list-style-type: none"> i) Yes ii) No
A.4	<p>LAA Account Number for registered or head office</p> <p>LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation (where applicable).</p>	Free text

	Where the Applicant does not currently have an LAA Account Number for this office please enter "N/A"	
A.5.i	Does the Applicant currently hold the appropriate authorisation to provide Contract Work from one of the Relevant Professional Bodies? Where, in accordance with the Legal Services Act 2007, the Applicant is able to deliver reserved legal services without authorisation from a Relevant Professional Body, please answer "ii) N/A, Applicant is able to deliver reserved legal services without authorisation"	Options list: i) Yes, currently authorised (answer questions A.5.ii and A.5.iii) ii) N/A, Applicant is able to deliver reserved legal services without authorisation (answer question A.6)
A.5.ii	If the Applicant has answered "Yes" to A.5i, which Relevant Professional Body is the Applicant authorised by?	Options list: i) Solicitors Regulation Authority ii) Bar Standards Board iii) CILEx Regulation iv) OISC
A.5.iii	If the Applicant has answered "Yes" to A.5.i please provide the authorisation number/reference	Free text
A.6	Contact telephone number for the purposes of this procurement process	Free text

Criteria	Question	Score	Total Score
1. Authorisation to undertake Immigration and Asylum work			
Preference will be given to Applicants who currently hold a 2018 Standard Civil Contract with authorisation to undertake Immigration and Asylum work:			
1(i)	Please select the answer from the following two options which is applicable to the Applicant: A: You currently hold a 2018 Standard Civil Contract with authorisation to undertake Immigration and Asylum work:	A (10 points) B (0 points)	10

	Or B: You do not hold a 2018 Standard Civil Contract with authorisation to undertake Immigration and Asylum work:		
1(ii)	If you have answered “A” to 1(i) please confirm the account number(s) of the Office(s) at which you hold authorisation to undertake Immigration and Asylum.	Text	

2. Supervision Requirements

It is a minimum requirement that by the Service Commencement Date Applicants will employ at least **one** named Immigration Supervisor who meets the following requirements

As set out at paragraph 2.5 of the IFA all Supervisors delivering ITA Services Contract Work must:

- Be available to supervise Advisers between the hours of 7am and 12 midnight in accordance with the Service Hours.
- have at least 1 years’ experience as an immigration law Supervisor;
- have achieved the Immigration and Asylum Accreditation Scheme (IAAS) Supervising Senior Caseworker level of accreditation;
- be accredited as either an IAAS Senior Caseworker or IAAS Advanced Caseworker.
- be present in the Office at least 35 hours a week. Outside the hours when a Supervisor is present in the Office, Supervisors must be contactable by telephone.
- Be registered with the relevant regulatory body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the Office of the Immigration Services Commissioner (“OISC”) list of accredited advisers).

Preference will be given to Applicants who can evidence that they currently employ, or have signed Engagement Agreements to employ from the Service Commencement Date, more than one Supervisor who meets the Immigration Supervisor Standard and meets the requirements sets out at paragraph 2.5. Where Applicants intend to recruit this will not score any additional marks for the purposes of assessment but will be used during the mobilisation period to ensure milestones are met

	<p>Please select the answer from the following three options which is applicable to you:</p> <p>A. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, two or more Full-Time Equivalent Supervisor who meet the requirements set out in paragraph 2.5 of the IFA.</p> <p>B. The Applicant currently employs, or has a signed Engagement Agreement to employ from the Service Commencement Date, at least one Full-Time Equivalent Supervisor who meets the requirements set out in paragraph 2.5 of the IFA.</p> <p>C. The Applicant does not currently employ, or have a signed Engagement Agreement to employ from the Service Commencement Date at least one Full-Time Equivalent Supervisor who meets the requirements set out in paragraph 2.5 of the IFA.</p>	<p>A (10 points) (Answer 2.ii)</p> <p>B (5 points) (Answer 2.ii)</p> <p>C (0 points) (Answer 2.iv)</p>	10
2(ii)	Please provide the name of the Supervisor(s) with the experience outlined in 2(i)	Text (Answer 2.ii)	
2 (iii)	Is the Applicant planning to recruit any additional Supervisors by the Service Commencement Date?	Yes (Answer 2.iv) No	
2(iv)	<p>Please provide a description of the Applicant's plans to recruit additional Supervisors by the Service Commencement Date including:</p> <ul style="list-style-type: none"> • The number of Supervisors the Applicant intends to recruit • The date by which the Applicants intends to have Supervisors in post • The timescales and milestones for any recruitment activity required • The names and responsibilities of Key Personnel managing the recruitment process. 	Text	

3. Adviser Requirements

It is a requirement that Applicants will resource the Contract Work with experienced Advisers.

As set out at paragraph 2.5 of the IFA all Advisers delivering ITA Contract Work must:

- accredited by the Law Society’s Immigration and Asylum Accreditation Scheme (IAAS) as at least an IAAS Senior Caseworker under that scheme.
- Be registered with the relevant body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the OISC list of accredited advisers)

Higher marks will be awarded to Applicants that currently employ, or have signed Engagement Agreements to employ from the Service Commencement Date, at least four Advisers (this can include Supervisors). Where Applicants intend to recruit this will not score any additional marks for the purposes of assessment but will be used during the mobilisation period to ensure milestones are met

3(i)	<p>Please select the answer from the following three options which is applicable to you:</p> <p>A. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, at least four Advisers who meet the requirements set out in paragraph 2.5 of the IFA.</p> <p>B. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, at least three Advisers who meet the requirements set out in paragraph 2.5 of the IFA.</p> <p>C. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, at least two Advisers who meet the requirements set out in paragraph 2.5 of the IFA.</p> <p>D. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, one or fewer Advisers who meet the requirements set out in paragraph 2.5 of the IFA.</p>	<p>A (10 points) (Answer 3ii)</p> <p>B (5 points) (Answer 3ii)</p> <p>C (2 point) (Answer.3ii)</p> <p>D (0 points) (Answer 3.iv)</p>	10
3(ii)	Please provide the names of the Advisers with the experience outlined in 3.i	Text (Answer 3.iii)	
3(iii)	Is the Applicant planning on recruiting any additional Advisers before the Service Commencement Date?	Yes (Answer 3.iv)	

		No	
3(iv)	<p>Please provide a description of the Applicant's plans to recruit additional Advisers by the Service Commencement Date including:</p> <ul style="list-style-type: none"> • The number of Advisers the Applicant intends to recruit • The date by which the Applicants intends to have Advisers in post • The timescales and milestones for any recruitment activity required • The names and responsibilities of Key Personnel managing the recruitment process. 	Text (Answer 3(v))	

4. Infrastructure

It is a minimum requirement that Applicants will meet the following infrastructure requirements detailed in the IFA at paragraphs 1.26-1.35 by Service Commencement including;

- *ECMS Requirements*
- *Telephony Requirements*
- *Work Station Requirements*
- *Office Requirements*

Preference will be given to Applicants who currently meet the telephony, workstation and office requirements of the ITA Services.

4(i)	<p>Please select the answer from the following three options which is applicable to the Applicant:</p> <p>A: The Applicant currently meets the telephony, workstation and office requirements of the ITA Services</p> <p>Or</p> <p>B: The Applicant does not currently meet the telephony, workstation and office requirements of the ITA Services but will meet the requirements by 23:59 on 18 August 2019</p>	A (10 points) B (0 points)	10
4(ii)	Please set out the infrastructure requirements the Applicant does not currently meet and how the Applicant will meet the infrastructure requirements for the ITA Services from 1 September 2019.	Text	

	<p>Please provide the key activities and milestones required to be able to meet the infrastructure requirements of the ITA Services and dates by which you expect to have completed these activities. For avoidance of doubt this must include:</p> <ul style="list-style-type: none"> - <i>Telephony Requirements</i> - <i>Workstation Requirements</i> - <i>ECMS Requirements</i> - <i>Office Requirements</i> <p>The information provided will be used during the mobilisation period to ensure that the Applicant meets the requisite milestones and an LAA Contract Management visit will be conducted to confirm compliance with the infrastructure requirements 2 weeks before Service Commencement Date.</p>		
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<p>Section F: Warranties and Declaration</p> <p>This section MUST BE COMPLETED by all Applicants wishing to bid for an ITA Contract</p> <p>Declaration</p> <p>By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements specified at paragraph 2.9 of the Immigration Telephone Services Invitation to Tender Information For Applicants:</p> <ul style="list-style-type: none"> i The Applicant will hold appropriate authorisation from a Relevant Professional Body by the Contract Start Date; and ii The Applicant confirms their SQ response remains correct, or where they have indicated that it is not, warrants to provide the LAA with information relating to those changes; and ii The Applicant will be able and willing to advise on all deliver the ITA Services between the hours of 7am and 12 midnight, three hundred and sixty-five days a year (three hundred and sixty-six days in a leap year) including any bank or public holidays; and iii The Applicant will hold a Quality Standard recognised by the LAA by the Service Commencement Date; and.
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- iv The Applicant will have an Office which complies with the office requirements defined in **Section 5 of Annex 1 – Specification** by the Service Commencement Date; and
- v All Supervisors delivering ITA Services will be:
- Be available to supervise Advisers from the hours of 7am and 12 midnight in accordance with the service hours; and
 - have at least 1 years' experience as an immigration law Supervisor; and
 - have achieved the Immigration and Asylum Accreditation Scheme (IAAS) Supervising Senior Caseworker level of accreditation; and
 - be accredited as either an IAAS Senior Caseworker or IAAS Advanced Caseworker; and
 - be present in the Office at least 35 hours a week. Outside the hours when a Supervisor is present in the Office, Supervisors must be contactable by telephone; and
 - Be registered with the relevant regulatory body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the Office of the Immigration Services Commissioner ("OISC") list of accredited advisers). Applicants must declare that they commit to meeting this requirement when submitting their Tender; and
- vi All Caseworkers delivering ITA Services will be:
- accredited by the Law Society's Immigration and Asylum Accreditation Scheme (IAAS) as at least an IAAS Senior Caseworker under that scheme; and
 - registered with the relevant body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the OISC list of accredited advisers). Applicants must declare that they commit to meeting this requirement when submitting their Tender; and
- vii The Applicant will have sufficient PCs or other compatible devices to accommodate the maximum number of Advisers on duty at any one time which meet basic requirements for workstations required to use the ECMS detailed below i.e.
- a Windows-based PC with the OS in mainstream support that can run the browser software and versions below;
 - Mozilla Firefox 35
 - Google Chrome 40
 - Apple Safari 7

- Microsoft Internet Explorer 9

- The necessary internal network, bandwidth capacity, communications software and configuration such that your PCs can connect to the DSCC.

viii The Applicant will meet the following basic telephony requirements:

- a phone for each Adviser on duty with the ability to make outgoing calls and support call conferencing. The call conferencing feature is vital to facilitate the use of the Interpretation and Translation Facility; and
- a dedicated direct dial contact number to be used by the DSCC or the LAA.

By completing and submitting this Tender I give my undertaking that I am either:

- the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitor Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by the Chartered Institute of Legal Executives (CILEx); or
- where the Applicant is not (and will not be) authorised by the SRA the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

and am authorised to make this submission on behalf of the Applicant 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's suitability to be offered an ITA 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
F.1	Name of the individual making declaration on behalf of the Applicant	Free text
F.2	Status within the Applicant organisation	Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel

ANNEX E: INFORMATION THE LAA WILL REQUEST TO VERIFY SUCCESSFUL APPLICANT'S TENDER

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

As detailed at paragraphs **6.28-6.32** of this IFA the LAA will complete due diligence to verify the information provided by the successful Applicant in their Tender. The Applicant which is notified of the LAA's intention to award them an ITA Contract to provide ITA Services must be able to demonstrate it meets the following due diligence requirements by the end of the standstill period.

Due Diligence requirements		
ITT	What the LAA will verify	What evidence will be required
	Supervisor Requirements	
Response of A or B to Question 2	<p>A. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, two or more Full-Time Equivalent Supervisor who meet the requirements set out in paragraph 2.5 of the IFA</p> <p>B. The Applicant currently employs, or has a signed Engagement Agreement to employ from the Service Commencement Date, at least one Full-Time Equivalent Supervisor who meets the requirements set out in paragraph 2.5 of the IFA.</p>	<p>Where the Applicant currently employ Supervisors, evidence for each supervisor detailed in the tender response of:</p> <ul style="list-style-type: none"> - A compliant Immigration Supervisor Declaration Form (s) confirming their experience as an Immigration Law Supervisor - Evidence of holding either Level 2 or 3 of the IAAS through submission of their IAAS Certificate demonstrating compliance - registration with the relevant body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the OISC list of accredited advisers) - confirmation of employment with the Applicant or their signed engagement agreement (s) <p>Where the Applicant has signed Engagement Agreements to employ Supervisors from the Service Commencement Date:</p> <ul style="list-style-type: none"> - a copy of the signed Engagement Agreements
	Adviser Requirements	
Response of A B or C to Question 3	A. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, at least four Advisers who meet the	<p>Evidence for each Adviser detailed in the tender response:</p> <ul style="list-style-type: none"> - their accreditation as at least an IAAS Senior Caseworker

	<p>requirements set out in paragraph 2.5 of the IFA.</p> <p>B. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, at least three Advisers who meet the requirements set out in paragraph 2.5 of the IFA.</p> <p>C. The Applicant currently employs, or has signed Engagement Agreements to employ from the Service Commencement Date, at least two Advisers who meet the requirements set out in paragraph 2.5 of the IFA.</p>	<p>under that scheme through a copy of their IAAS Certificate demonstrating compliance; and</p> <ul style="list-style-type: none"> - registration with the relevant body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the OISC list of accredited advisers) - confirmation of employment with the Applicant or their signed engagement agreement (s) <p>Where the Applicant has signed Engagement Agreements to employ Advisers from the Service Commencement Date: a copy of the signed Engagement Agreements</p>
	Infrastructure Requirements	
Response of A to Question 4	A. The Applicant currently meets the telephony, workstation and office requirements of the ITA Services	An LAA Contract Management visit will be conducted to confirm compliance with the infrastructure requirements during the standstill period.

Further to the due diligence checks the Applicant must be able to demonstrate it meets the following minimum ITA requirements two weeks before the Service Commencement Date, i.e. by **23:59 on 18 August 2019**:

Verification which will be requested for the Applicant who is successful in tendering to deliver ITA Contract Work	
What the LAA will verify	What evidence will be required
<p>The Applicant holds appropriate authorisation to deliver legal services from a Relevant Professional Body</p> <p>See paragraph 2.19 for further information</p>	<p>Confirmation of the Applicant's SRA or BSB number or CILEx Regulation ID</p> <p>Applicants must be fully constituted before the end of the 10-day standstill period that follows notification of contract award</p> <p>Appropriate authorisation is required two weeks before the Service Commencement Date</p>
<p>The Applicant holds a valid Quality Standard</p> <p>See paragraph 2.9 – 2.18 for further information on Quality Standards</p>	<p>Lexcel Certificate or SQM Certificate, valid at 1 September 2019.</p> <p>Where the Applicant has passed the desktop SQM audit only, a copy of the relevant letter of confirmation must be provided</p>
<p>The Applicant employs Supervisor(s) that meets the requirements of the Contract and the</p>	<p>Where not evidenced at the due diligence check, evidence for each supervisor employed in delivery of the ITA Service of their:</p>

<p>Supervisor Standard in the Immigration Categories of Law</p>	<ul style="list-style-type: none"> - A compliant Immigration Supervisor Declaration Forms confirming their experience as an Immigration Law Supervisor - Evidence of holding either Level 2 or 3 of the IAAS. through submission of their IAAS Certificate demonstrating compliance - registration with the relevant body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the OISC list of accredited advisers) - confirmation of employment with the Applicant or their signed engagement agreement (s)
<p>The Applicant employs Adviser(s) that meets the requirements of the Contract</p>	<p>Where not evidenced at the due diligence check, evidence for each Adviser employed in delivery of the ITA Service of:</p> <ul style="list-style-type: none"> - their accreditation to the Law Society’s Immigration and Asylum Accreditation Scheme (IAAS) to at least level 2 through a copy of their IAAS Certificate demonstrating compliance; and - registration with the relevant body for inclusion on their respective list of accredited Advisers (i.e. the SRA register or the OISC list of accredited advisers) - confirmation of employment with the Applicant or their signed engagement agreement (s)
<p>At least one Office from which the Applicant is applying to conduct Contract Work is a Permanent Presence</p>	<p>Where not evidenced as part of due diligence a full address including postcode for the Office and, if applicable, the Office’s current LAA account number. An LAA Contract Management visit will be conducted to confirm compliance with the office requirements 2 weeks before Service Commencement Date</p>
<p>The Applicant will have the infrastructure in place to run the ITA Service by Service Commencement Date.</p>	<p>Where not evidenced as part of due diligence, an LAA Contract Management visit will be conducted to confirm compliance with the infrastructure requirements 2 weeks before Service Commencement Date.</p>

ANNEX F: GLOSSARY OF DEFINED TERMS

Unless otherwise expressly stated, words and expressions defined in this IFA and the ITA ITT shall have the same meaning as defined in the Contract. In this IFA and the ITA ITT the following terms shall have the meaning set out below.

Term	Description
AC1 form	The form that must be used for an Applicant to apply for a LAA account number for an Office. The AC1 form is available from: https://www.gov.uk/guidance/update-your-details-with-laa
Advisers	A person who is appropriately accredited and qualified to give advice and assistance to Clients in accordance with the requirements of this Contract as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
Applicant	A single legal entity (including an individual) Tendering to deliver the advertised services.
Award Criteria	The award criteria within the Technical Envelope and the Commercial Envelope of the ITT and as also set out at Annex D of this IFA.
Bar Standards Board/BSB	Bar Standards Board; a Relevant Professional Body
Business Day	Any day except Saturday, Sunday and any bank or public holiday in England and Wales as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
Case	The referral of a Police Station Telephone Advice Only Case to the Provider by the DSCC for the provision of advice and assistance to the Client by the Provider over the telephone whilst such Client is detained at the Police Station as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
Case Fee	As defined in Annex 2 - Payment Annex of the Contract
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Client	A person detained at a Police Station who qualifies for the receipt of Contract Work and who is subsequently referred to the Provider by the DSCC.
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA.
Closed Case	As defined in Annex 2 - Payment Annex of the Contract.
Commercial Envelope	The Commercial Envelope within the ITT that requires Applicants to submit their Case Fee for the ITA Service.
Contract	A contract awarded for the provision of the ITA Services (and ITA Contract shall have the same meaning).
Contract Period	As defined in Clause 2.1-2.4 of the 2019 Contract for Signature.
Contract Documents	As defined in Clause 12.1 as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms .
Contract for Signature	The document of that name issued by the LAA and signed by the LAA and the Applicant in relation to this ITA Contract
Contract Management	A department within the LAA, responsible for managing relationships with Providers and their performance under the contract.
Contract Manager	An individual employed with LAA's Contract Management department with responsibility for managing relationships with Providers.
Contract Start Date	the date specified in your Contract for Signature as the date this Contract starts.
Contract Work	the provision of advice and assistance to Clients in Police Station Telephone Advice Only Cases within the scope of the ITA Services in

	accordance with the requirements of this Contract as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
Data Protection Laws	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time
Data Subject	As specified in the GDPR
Deadline	The deadline to submit a Tender under this process which is 9am on 3 April 2019
DSCC	means the call centre set up and run by us or on our behalf for the purpose of receiving requests for Police Station Telephone Advice Only Cases (amongst other things) as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
ECMS	the electronic case management system which is owned by us which is used to capture all relevant Client and Case information and which you are required to use to record, manage and control Cases as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
Employee	As defined in Clause 26 of the Immigration Telephone Advice Services Contract 2019 Standard Terms
e-Tendering system	The LAA's secure internet site at http://www.legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed.
Executive Agency	A body tasked with carrying out executive functions within government
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'.
Full Time Equivalent (FTE)	<p>The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example, the following working pattern would represent on Full Time Equivalent:</p> <ul style="list-style-type: none"> - Person A – 20 hours per week - Person B - 10 hours per week - Person C – 5 hours per week <p>One FTE is based on a 35-hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week</p>
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)
HOLP	Head of Legal Practice for an organisation authorised by the BSB
IFA	This document entitled "Invitation to Tender to deliver Immigration Telephone Advice Services from 1 September 2019 – Information for Applicants" (in its entirety)
Interpretation and Translation Facility	the interpretation and translation facility funded by us and provided by such third party as we shall notify you in writing from time to time for

	contemporaneous telephone interpretation for Clients on whose behalf Contract Work is being provided and who are not able to communicate in English as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
ITA	Immigration Telephone Advice as defined in the Annex 1 – Specification of the Contract
ITA Services	The telephony based services which provide non-criminal immigration legal advice in accordance with the requirements of this Contract and “Services” shall have the same meaning, as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms .
ITT	means those documents issued by us inviting you to tender for this Contract which refer to the Rejection Criteria as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms .
Key Performance Indicator	The Key Performance Indicators set out in the KPI Annex of the ITA Contract.
Key Personnel	Any person who has, (or will have by the Service Commencement Date) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers;
LAA Account Number	The unique reference assigned to each provider Office from which Legal Aid work is undertaken
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012
Legal Aid Contract	A contract (other than the Contract being awarded under this procurement process) with the Legal Aid Agency that allows for the delivery of Legal Aid advice.
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice through which the Lord Chancellor acts to administer Legal Aid
Legal Aid Provider	a party (except us) to a contract with us in respect of the provision of Legal Aid
Lexcel Practice Management standard (“Lexcel”)	The Law Society’s international practice management standard
Lexcel Certificate	Certification evidencing that an entity holds the Lexcel Quality Standard
Mobilisation Period	The period between the Contract Start Date and the Service Commencement Date during which time Providers will be required to work with the LAA to ensure that they are ready to start to provide the ITA Service from the Service Commencement Date. This is referred to in the ITA Contract as the Implementation Plan
Minimum Requirements	The requirements set out in paragraph 2.5 of this IFA
Minister	A member of the House of Commons or House of Lords who is chosen by the Prime Minister to be responsible for the actions of their departments
Month	A calendar month as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
Office	As defined at paragraph 5.1-5.3 of the Annex 1 – Specification of the ITA Contract
PC	Personal Computer
Police Concerns	As defined in the Annex 7 – Reporting Requirements of the ITA Contract
Police Station	A police station or any other place in each case in England or Wales where a Constable is present and any place in England or Wales where a Services Person is assisting with an Investigation by Services Police as defined in the

	Immigration Telephone Advice Services Contract 2019 Standard Terms
Police Station Telephone Advice Only Case	A case where the Client requires the provision of ITA Services as defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
Police Station Register	The list maintained by LAA of all Accredited Representatives.
Price Form	The section of the Commercial Envelope in the e-tendering system where Applicants are required to submit their Case Fee in respect of the ITA Service.
Provider	An Applicant that is successfully awarded a Contract with LAA in respect of the provision of the ITA Services.
Provider Monthly Report	As defined in Annex 3 - KPI Annex of the ITA Contract
Permanent Presence	As defined at 2.33 - 2.34 of the Annex 1 – Specification of the ITA Contract
Personal Data	As defined in the GDPR
Processing	As defined in the GDPR
Processor	As defined in the GDPR
Provider	A party to a contract with the LAA in respect of the provision of Legal Aid.
Provider Monthly Report	As defined in the Annex 2 - Payment Annex of the ITA Contract
Qualifying Event	As defined in the Immigration Telephone Advice Services Contract 2019 Standard Terms
Quality Standard	The LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard (Lexcel).
Recognising Excellence Limited	The body which, since 1 April 2017 has been the SQM Audit Provider
Relevant Professional Body	The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to. For the avoidance of doubt this includes any relevant approved regulator for the purposes of the Legal Services Act 2007
Rejection Criteria	The exclusion grounds within the LAA's Selection Questionnaire (SQ). where the LAA will follow the clarification process under this procurement exercise.
Roll Number	The number or SRA ID given to all solicitors admitted by the Law Society of England and Wales
Security Requirements	The requirements regarding security of Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2))
Service Commencement Date	means 1 September 2019 or such other date as may be agreed between the parties as defined in Clause 1.1 of the Immigration Telephone Advice Services Contract 2019 Standard Terms of the ITA Contract.
Service Hours	As defined in Section 15 of Annex 1 - Specification of the ITA Contract.
Solicitors Regulation Authority or SRA	Solicitors Regulation Authority; a Relevant Professional Body
SQ Response	An Applicant's response to the SQ which resulted in the award of a Legal Aid Contract which the Applicant is relying upon under this procurement exercise.
SQM Audit Provider	The SQM Delivery Partnership or Recognising Excellence Limited
SQM Certificate	Certification issued by the SQM Audit Provider evidencing that an entity holds the SQM Quality Standard
SQM Delivery Partnership	The body which, prior to 1 April 2017 was the SQM Audit Provider
Standard Terms	The contractual document which governs the commercial relationship between the Legal Aid Agency and providers

Supervisor	a person appointed by you in accordance with Annex 1 - Specification of the ITA Contract and who meets the standards set out Annex 1 - Specification
Supervisor Declaration Form	A form setting out how the Applicant's Supervisor(s) meets the Supervisor Standard in the relevant Category of Law. Forms are available to download from https://www.gov.uk/government/publications/standard-civil-contract-2018 .
Supervisor Standard	The required supervision experience, Category-specific case experience and Category-specific case involvement that any Supervisor must meet and which is evidenced via the Supervisor Declaration Form.
Technical Envelope	Specific technical questions in the Bravo e-Tendering system which cover the Preference Criteria as set out in Annex D of this IFA; and
Tender	An Applicant's response to the ITT stage of this procurement process.
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006
Work Queue Screen	The interface in the ECMS which details Cases that have been allocated to the Provider by the DSCC as defined in Annex 1 - Specification