



## **Procurement of Civil Legal Aid Services in England and Wales from April 2021: Civil Legal Advice Invitation to Tender Information for Applicants.**

### **Introduction**

The Legal Aid Agency (“**LAA**”) is inviting Applicants to submit a Tender for a 2021 Civil Legal Advice Contract (“**CLA Contract**” or “**Contract**”) to provide Specialist Telephone Advice in the Education and / or Discrimination Categories of Law from 1 April 2021 as part of the LAA’s publicly funded telephone-based Civil Legal Advice (“**CLA**”) service.

This Information for Applicants document (“**IFA**”) provides information about the CLA Specialist Telephone Advice Contract Invitations to Tender (“**ITTs**”), including how Applicants submit an ITT Response, and the rules governing this stage of the procurement process.

The LAA is seeking to award a total of six separate CLA Contracts:

- 3 in the Discrimination Category; and
- 3 in the Education Category

In the Discrimination Category, we wish to award of 3 Contracts of equal size to 3 separate organisations.

In the Education Category, we wish to award 3 Contracts to 3 separate organisations. Applicants will be able to bid for a ‘Lot’ depending on the volume of work they wish to deliver as follows:

- Lot 1 – we are seeking to award 2 Contracts, each delivering 20% of the total volume of Education Contract Work; and
- Lot 2 – we are seeking to award 1 Contract, delivering 60% of the total volume of Education Contract Work.

An Applicant may bid in either Lot 1 or in Lot 2. An organisation may not bid in both Education Category Lots.

An Applicant can only be awarded, and hold, one CLA Specialist Telephone Advice Contract in each Category of Law.

The LAA will not accept Variant Bids.

#### *Connected Entities*

Applicants must comply with the rules for Connected Entities (see Section 2). For the purposes of this procurement process an Applicant cannot be connected to any other Applicant bidding to deliver CLA Contract Work in the same Category of Law or to the current holders of CLA Contracts in the same Category of Law.

#### *Submitting a Tender*

**The Deadline for submitting Tenders is 9am on Thursday 5 November 2020 (the “Deadline”)**

Applicants wishing to deliver Specialist Telephone Advice Contract Work under a CLA Contract must submit a Tender consisting of:

- i. a single Selection Questionnaire (“**SQ**”) Response; and
- ii. a response to one or more of the two CLA Category ITTs.

**All Applicants must submit a response to the SQ, regardless of whether they have previously submitted a SQ Response as part of any previous procurement process.**

A complete Tender must be submitted. This must be detailed enough to allow the LAA to make an informed selection of the most economically advantageous Tender. The available points are split across quality (equating to 60% of the total points available) and price (40% of the total points available).

If a SQ Response and at least one CLA Category ITT Response are not submitted by the Applicant by the Deadline and capable of assessment, the Tender will be rejected.

Before submitting their Tender, Applicants must read this IFA and all supplementary information provided, such as FAQs, in their entirety. Applicants are also strongly advised to

read the relevant draft CLA Contract(s) in full documentation to ensure that they understand the full nature and extent of the obligations they are proposing to accept.

Where not defined in the body of this IFA, capitalised terms are defined either in the glossary at Annex E or in the relevant CLA Contract(s).

### **Key Timeline Dates**

Below is a list of indicative dates for key activities in this procurement process. The LAA will notify Applicants of any changes to these dates through the e-Tendering system.

| <b>Activity</b>   | <b>Indicative Timescale</b>     |
|---|---------------------------------|
| Tender opens via the LAA's e-Tendering portal                                     | 1 October 2020                  |
| Deadline to request TUPE information  | 5pm, Tuesday 13 October 2020    |
| Final date to submit questions about this IFA                                     | 5pm, Tuesday 13 October 2020    |
| "Frequently Asked Questions" response published                                   | Week commencing 19 October 2020 |
| Deadline for Tenders to be submitted to the LAA                                   | 9am, Thursday 5 November 2020   |
| Notification of Applicants that are unsuccessful following SQ Response assessment | November 2020                   |
| SQ decision appeal deadline   | November 2020                   |
| Outcome of appeals confirmed  | November 2020                   |
| Notification of Contract award decisions  | December 2020                   |
| Contract Start Date   | December 2020                   |
| Mobilisation Period   | December 2020 – March 2021      |
| Service Commencement Date   | 1 April 2021                    |

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## SECTION 1: 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 Thursday 5 November 2020. 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.
- 1.3 Applicants should refer to the Category Definitions 2018 for detail on the scope of work included in the Discrimination and Education Categories of Law.

### The CLA Service

- 1.4 The CLA Service is delivered in the following stages:

**Stage 1:** Initial calls from prospective Clients are dealt with by the CLA Operator Service. The CLA Operator Service is provided under a separate contract which is not subject to this procurement. It provides an initial assessment of a prospective Client's eligibility for civil legal aid. The CLA Operator Service then transfers prospective Clients who have been initially assessed as being eligible to receive legal aid, to the CLA Specialist Telephone Advice Providers. Those whom the CLA Operator Service determine do not qualify are directed to an alternative source of online, telephone or face to face help.

A prospective Client can also use the Digital CLA Service (<https://www.gov.uk/check-legal-aid>) to find out if they are likely to be eligible for civil legal aid. The CLA Operator Service checks the quality of the information provided by prospective Clients using the Digital CLA Service before a case is transferred to a CLA Specialist Telephone Advice Provider or directed to a Face to Face Advice Provider.

**Stage 2:** Where a prospective Client has been transferred to a CLA Specialist Telephone Advice Provider, the Provider will assess their eligibility and whether their case is suitable for Remote Advice.

If a prospective Client does not qualify for legal aid then the CLA Specialist Telephone Advice Provider will signpost them to an alternative source of online, telephone or face to face help.

If the CLA Specialist Telephone Advice Provider determines the Client's case is not suitable for Face to Face Advice, or the Client requests Face to Face Advice, the Client should be transferred to a Face to Face Advice Provider.

- 1.5 This procurement process is for the award of CLA Specialist Telephone Advice Contracts in the Categories of Discrimination and Education for the delivery of Specialist Telephone Advice Contract Work at Stage 2 of the CLA Service only.

### **CLA Categories**

- 1.6 The CLA Service provides a telephone-based Remote Advice service in the following Categories of Law:

- Debt;
- Discrimination;
- Education;
- Family; and
- Housing.

- 1.7 CLA Specialist Telephone Advice Providers may conduct Controlled Work without seeking authority from the LAA. In general terms, Controlled Work does not usually involve court representation. That is either because representation is not required or in scope of legal aid or because it is work provided prior to proceedings becoming necessary.

#### *Education and Discrimination*

- 1.8 Clients eligible to receive legal aid may choose to receive specialist legal advice either on a Remote Advice basis via the CLA Service or through Face to Face Advice. Face to Face Advice cannot be provided under a CLA Contract in the Education and Discrimination Categories under any circumstances. Face to Face Advice is available to Clients only via Face to Face Advice contracts which were procured separately in 2019. This also means that CLA Specialist Telephone Advice Providers will not be permitted to provide Licensed Work under this Contract and will need to refer the client to a Face to Face Advice Provider

if representation will be required. Subject to the rules in the Specification, where they hold a Face to Face Advice contract in the relevant Category of Law this may be a self-referral.

## Opening Hours

- 1.9 The CLA Service operates between 9am and 8pm Monday to Friday (Excluding Bank Holidays) and on Saturday mornings between 9am and 12.30pm. CLA Specialist Telephone Advice Providers must be able to deliver Contract Work during these times but the specific delivery requirements depend on the Category of Law.
- 1.10 In **Discrimination**, CLA Specialist Telephone Advice Providers must be available to deliver Contract Work during the following times:
- i) **Core Hours:** 9.00am until 6.00pm from Monday to Friday (excluding bank and/or public holidays)
  - ii) **Extended Hours:** In addition to Core Hours, CLA Specialist Telephone Advice Providers must be able to offer Clients telephone advice appointments between 6:00pm and 8:00pm from Monday to Friday (excluding bank and/or public holidays) and Saturday mornings, from 9.00am to 12.30pm where requested by the Client.
- 1.11 CLA Specialist Telephone Advice Providers in the Discrimination Category must offer telephone advice appointments during Extended Hours within 2 Business Days of a request where there is an urgent need for an appointment or within 5 Business Days of a request where there is no urgent need.
- 1.12 In **Education**, CLA Specialist Telephone Advice Providers must be available to deliver Contract Work during the following times:
- iii) **Core Hours:** 9.00am until 5.00pm from Monday to Friday (excluding bank and/or public holidays); and
  - iv) **Rota Hours:** 5.00pm until 8.00pm from Monday to Friday (excluding bank and/or public holidays) and 9.00am until 12.30pm on Saturdays.
- 1.13 All CLA Specialist Telephone Advice Providers in the Education Category must deliver the Contract Work during Core Hours. In addition, CLA Specialist Telephone Advice Providers will be issued with a rota or rotas by the LAA and shall be required to provide the Contract Work during the allocated Rota Hours. During Rota Hours, the Contract Work will usually be performed by a single CLA Specialist Telephone Advice Provider in each Category.
- 1.14 Rota Hours for each Contract year will be issued:

- 4 weeks prior to the Service Commencement Date (in the case of the first Contract Year); and
- 2 weeks prior to the anniversary of the Service Commencement Date (in the case of each subsequent Contract Year).

1.15 Contract Work must be carried out from an Office, or an alternative location, in exceptional circumstances and subject to written agreement by the LAA as set out in the Specification.

### **Range of Advice**

1.16 Holders of a CLA Contract awarded through this procurement process will only be permitted to deliver Controlled Work through Remote Advice. Remote Advice under the CLA Contract may be delivered via telephone, webcam, e-mail, post or such other method as the LAA may introduce, as set out in the Specification.

### **The use of subcontractors and agents**

1.17 The LAA will not accept subcontracting, consortia or agency arrangements for the delivery of the Contract Work and Applicants must provide all the Contract Work themselves.

### **CLA Contracts**

1.18 Successful Applicants will be awarded a Contract which will start in December 2020 (on the Contract Start Date). There are two separate contracts:

- 2021 Civil Legal Aid (Education) Contract; and
- 2021 Civil Legal Aid (Discrimination) Contract

1.19 In the event that an Applicant is successful in tendering for both Education and Discrimination CLA Services, they shall be awarded two separate CLA contracts.

1.20 While information is given below, Applicants are advised to read the Contract documents for each Category of Law they are interested in bidding for so that they understand the terms as they apply to the relevant Category(ies). Draft Contract documentation are available at: <https://www.gov.uk/government/publications/civil-legal-advice-discrimination-contract-2021-and-the-civil-legal-advice-education-contract-2021>.



- 1.21 The Contract Period shall commence on the Contract Start Date and end after a period of 29 months after the Service Commencement Date, on 31 August 2023 (subject to the contractual provisions in relation to early termination).
- 1.22 The LAA may, at its sole discretion, extend the Contract Period for up to two years. Applicants must therefore ensure that they base their Tenders on delivery of the requirements of the CLA Contract from the Contract Start Date and for up to 4 years and 5 months from the Service Commencement Date
- 1.23 The CLA Contract is comprised of the following documents:
- i. Contract for Signature;
  - ii. Standard Terms (governs the relationship between the LAA and the Provider);
  - iii. Annex 1: Specification of the Contract Work (sets out the scope of the Contract Work and the associated requirements) (**“CLA Specification” or “Specification”**);
  - iv. Annex 2: Cases Fixed Fee and Hourly Rates;
  - v. Annex 3: Payment and Disbursements;
  - vi. Annex 4: IT Requirements, the CMS and Business Continuity;
  - vii. Annex 5: Key Performance Indicators;
  - viii. Annex 6: Complaints; and
  - ix. Annex 7: Unreasonable Behaviour.

### **Payments under the Contract**

- 1.24 CLA Specialist Telephone Advice Providers may claim payment through the relevant CLA Contract in accordance with Annex 2 of the Contract.
- 1.25 Payment for Cases will be based on the price submitted at tender. CLA Specialist Telephone Advice Providers will receive:
- A single fixed fee for each Determination; and
  - Hourly rates for all other Cases under the Contract.
- 1.26 Applicants are required to complete a separate Price Form for each Category in which they submit a Tender. Within the Price Form, Applicants are required to provide their pricing submission for the fees or rates required for the relevant Category. Applicants will be required to submit a price for the Hourly Rate in the Price Form in the Commercial Envelope as part of an ITT Response. The Hourly Rate must not exceed the Maximum Hourly Rate

for the relevant Category. The Hourly Rate will be used to calculate payment for all Case Work including the Determination Fee, which will be calculated in accordance with paragraph 1.34 for the Discrimination Category and 1.41 for the Education Category.

- 1.27 The prices submitted by a successful Applicant will apply throughout the entire Contract Period and will not be subject to indexation or otherwise increased.
- 1.28 When considering their pricing submission, Applicants should review:
- a. the relevant draft CLA Contract for full details of the required Contract Work and the payment structure; and
  - b. Annex A of this IFA for data on call distribution, Case volumes and Case duration.

#### *Determination Fee*

- 1.29 Each CLA Contract has its own rules for how the Determination Fee is calculated and when a case must be submitted to the LAA for assessment prior to payment.
- 1.30 The Determination Fee provides a payment for performing the eligibility assessment, a scope and merits assessment of a potential Case, and an assessment as to whether the case is suitable for Remote Advice, and is only payable where it is identified that the Case is unsuitable for the delivery of specialist legal advice under the CLA Contract (see paragraphs 2.12 to 2.20 of the Specification).

#### *Discrimination*

- 1.31 All Cases will be paid on the basis of hourly rates. Applicants will be required to submit a price for the Hourly Rate in the Price Form in the Commercial Envelope.
- 1.32 Any Case with a duration of 900 minutes or longer must be submitted to the LAA for assessment prior to payment being made. The entire duration of the Case will be paid at the applicable Hourly Rate.
- 1.33 The Determination Fee will be paid as a fixed fee equivalent to 42 minutes of advice pro-rated at the Hourly Rate submitted by the Applicant.
- 1.34 For avoidance of doubt a CLA Specialist Telephone Advice Provider's Determination fixed fee will be calculated using the following equation:

$$(HR/60) \times 42 = DF$$

DF = Determination Fee

HR = Hourly Rate tendered by CLA Specialist Telephone Advice Provider

- 1.35 For example, if a successful Applicant submitted an Hourly Rate of £40, the Determination Fee for that Provider would be a fixed fee of £28. This is demonstrated in the calculation below:

$$(40/60) \times 42 = 28$$

*Maximum Hourly Rate in the Discrimination Category*

- 1.36 Applicants must not exceed a maximum Hourly Rate bid price of £53.
- 1.37 The Price Form within the e-Tendering system will not allow Applicants to submit a price above the maximum Hourly Rate bid price and only compliant bid prices will be accepted.

*Education*

- 1.38 All Cases will be paid on the basis of hourly rates. Applicants will be required to submit a price for the Hourly Rate in the Price Form in the Commercial Envelope.
- 1.39 Any case with a duration of 450 minutes or longer must be submitted to the LAA for assessment prior to payment being made. The entire duration of the Case will be paid at the applicable Hourly Rate.
- 1.40 The Determination Fee will be paid as a fixed fee equivalent to 18 minutes of advice pro-rated at the Hourly Rate submitted by the Applicant.
- 1.41 For the avoidance of doubt a CLA Specialist Telephone Advice Provider will be paid using the following equation:

$$(HR/60) \times 18 = DF$$

DF = Determination Fee

HR = Hourly Rate tendered by CLA Specialist Telephone Advice Provider

- 1.42 For example, if a successful Applicant submitted an Hourly Rate of £40 payment the Determination Fee for that Provider would be £12 per potential Client

### *Maximum Hourly Rate in the Education Category*

- 1.43 Applicants must not exceed a maximum Hourly Rate bid price of £45.40.
- 1.44 The Price Form within the e-Tendering system will not allow Applicants to submit a price above this maximum and only compliant bid prices will be accepted.

### *Other Payments*

- 1.45 There are circumstances where other payments can be claimed under the CLA Contract, including:
- Disbursements; and
  - Providing training to CLA Operator Service staff.
- 1.46 The circumstances in which Providers can claim these payments and the amounts payable are set out in Annex 2 and Annex 3 of the relevant CLA Contract.

### **Case Allocation**

- 1.47 Providers will operate concurrently during Core Hours.
- 1.48 The LAA anticipates that during Core Hours, Cases will be allocated between CLA Specialist Telephone Advice Providers as set out in the table below.

| Category          | Number of Contracts to be awarded through this procurement process | Proportion to be awarded to each Provider |
|-------------------|--|---|
| Discrimination    | 3  | 33.33%                                    |
| Education – Lot 1 | 2  | 20%                                       |
| Education – Lot 2 | 1  | 60%                                       |

- 1.49 Outside of Core Hours, depending on the Category of Law, Providers will also be required to provide services on a rota during Rota Hours or be able to offer Remote Advice appointments during Extended Hours.

- 1.50 In the Education Category, CLA Specialist Telephone Advice Providers will be allocated Rota Hours during which they will be required to provide the Contract Work. It is expected that only one CLA Specialist Telephone Advice Provider in each Category will operate the Contract Work during each Rota Hours slot.
- 1.51 The LAA anticipates that each CLA Specialist Telephone Advice Provider will be allocated a number of Rota Hours in line with the proportions in the table above.
- 1.52 In Discrimination, where prospective Clients call the CLA Operator Service outside of Core Hours but within the CLA Operator Service opening hours, the CLA Operator Service will, on the next Business Day, distribute Cases equally to CLA Specialist Telephone Advice Providers.
- 1.53 Prospective Clients who call outside the CLA Operator Service opening hours will be invited to leave a voicemail message. The CLA Operator Service will call the prospective Clients back during its opening hours and distribute Cases to CLA Specialist Telephone Advice Providers in accordance with each Provider's percentage allocation.

### Case Volumes

- 1.54 The Table below shows the estimated volume of Cases expected to be delivered in each Category on an annual basis throughout the Contract Period. More detailed information on Case volumes and other relevant data is contained at Annex A.

| <b>Category</b>   | <b>Number of CLA Contracts to be awarded</b> | <b>Estimated number of Cases per CLA Contract year per Provider</b> |
|-------------------|--|---|
| Discrimination    | 3  | 1,375   |
| Education – Lot 1 | 2  | 402   |
| Education – Lot 2 | 1  | 1,206   |

- 1.55 Please note that the data provided throughout this IFA are estimates only. The figures are based on Cases completed (which includes where the outcome was a Determination) under the current CLA contracts over the last two full contract years including adjustments to account for the potential impact of differences between the current CLA contract and the new CLA Contract, adjustments for any data that LAA has assessed as anomalous and adjustments to account for the introduction in September 2019 of Face to Face Advice contracts in the Education and Discrimination Categories of Law. The LAA provides no guarantees or warranties regarding the actual volumes, profile or duration of calls/Cases, under the CLA Contract.

- 1.56 Applicants should be aware that the number of Cases undertaken by CLA Specialist Telephone Advice Providers in the Discrimination and Education Categories may be subject to change over the contract period and volumes are not guaranteed. Applicants should also be aware that the number of Cases undertaken by CLA Specialist Telephone Advice Providers in the Discrimination and Education Categories may reduce during the Contract Period as potential Clients will now have more access to advice from a Face to Face Advice Provider rather than a CLA Specialist Telephone Advice Provider since the mandatory telephone gateway was removed from legislation in May 2020.

### **Increase of Service Capacity**

#### *Discrimination*

- 1.57 In the Discrimination Category, the LAA may redistribute the allocation of Cases under the CLA Contract at any point during the Contract. For example, this may be done in circumstances where another CLA Specialist Telephone Advice Provider is unable to meet its obligations to deliver the relevant Contract Work.
- 1.58 Applicants may be asked to expand their capacity to deliver the Contract Work to include:
- up to 100% of Case volumes during Core Hours in the Category bid for; and
  - be able to offer appointments during Extended Hours where requested by a client.
- 1.59 Applicants should refer to paragraphs 2.2 to 2.6 of the Specification for further information in relation to this requirement.

#### *Education*

- 1.60 In the Education Category, the LAA may redistribute the allocation of Cases under the CLA Contract at any point during the Contract, with the Provider's prior approval. For example, this may be done in circumstances where another CLA Specialist Telephone Advice Provider is unable to meet its obligations to deliver the relevant Contract Work.
- 1.61 As part of this procurement process, Applicants bidding in Lot 2 are asked to detail if they are willing to increase their capacity to deliver up to 100% of the CLA Service in the Education Category at the LAA's request (i.e. 100% of the Case Volumes and all Rota Hours). Where an Applicant confirms in their Tender that they will be willing to expand their capacity in this way, any CLA Contract subsequently awarded in the Education Category will include a special condition stating that the Provider has agreed to expand its proportion of Cases where required at the LAA's discretion.

## Minimum Requirements

1.62 Applicants submitting a Tender must warrant that they will meet the Minimum Requirements below by the latest date specified:

| Minimum Requirement   | Latest date that requirement must be fulfilled  |
|---|---|
| Have appropriate authorisation from a Relevant Professional Body to deliver legal services                              | At least one week before the Service Commencement Date i.e. no later than 25 March 2021 |
| Have at least one Office that meets the relevant requirements set out in the Specification                              | At least one week before the Service Commencement Date i.e. no later than 25 March 2021 |
| Employ at least one Full-Time Equivalent Supervisor who meets the Supervisor Standard in the applicable Category of Law | At least one week before the Service Commencement Date i.e. no later than 25 March 2021 |
| Telephony and IT which meets the CLA Contract requirements in place and operational                                     | At least one week before the Service Commencement Date i.e. no later than 25 March 2021 |
| Maintain a ratio of one Full-Time Equivalent Supervisor to four Caseworkers in the applicable Category of Law           | At least one week before the Service Commencement Date i.e. no later than 25 March 2021 |
| Hold a relevant Quality Standard  | See paragraphs 1.64-1.71  |
| Hold Cyber Essentials Certification   | See paragraphs 1.72-1.77  |
| Have access to an Authorised Litigator with experience of carrying out cases within the relevant Category of Law        | At least one week before the Service Commencement Date i.e. no later than 25 March 2021 |

1.63 CLA Specialist Telephone Advice Providers must continue to meet the Minimum Requirements at all times during the Contract Period. Any breach of the Minimum Requirements will entitle the LAA to terminate the CLA Contract.

## Quality Standard requirements

- 1.64 Providers are required to hold a Quality Standard throughout the Contract Period. By the Contract Start Date, Applicants must hold either the LAA’s Specialist Quality Mark (“SQM”) following audit by the LAA’s SQM Audit Provider or hold the Law Society’s Lexcel Practice Management standard (“Lexcel”), which is valid on the Contract Start Date.
- 1.65 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.
- 1.66 Where an Applicant already holds the SQM following audit by the LAA’s SQM Audit Provider or is in the process of being audited by them, it need not reapply for the SQM, unless it must do so to continue to hold the SQM.
- 1.67 Requirements according to the Quality Standard an Applicant chooses to hold are detailed below.
- 1.68 Unless otherwise stated in the ‘Requirement’ column of the table below, it is an Applicant’s responsibility to ensure it meets the LAA’s requirements by the Service Commencement Date as no extensions of time will be permitted. Applicants are, therefore, advised to apply for their chosen Quality Standard as early as possible.

| <b><i>Applicant Type</i></b>  | <b><i>Requirement</i></b>   |
|---|---|
| Applicants who already hold the SQM audited by the LAA’s SQM Audit Provider | - Hold a valid accreditation that will be in force until at least the Service Commencement Date.  |
| Applicants who intend to hold the SQM                                       | - Pass desktop audit by Service Commencement Date<br>- Fully pass the Pre-Quality Mark audit within six months of the Service Commencement Date |
| Applicants who intend to hold Lexcel  | - Achieve Lexcel accreditation by the Service Commencement Date   |
| Applicants who already hold Lexcel  | - Must hold a valid accreditation that will be in force until at least the Service Commencement Date  |

- 1.69 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.



1.70 Further information about the SQM and how to register with the LAA's current SQM Audit Provider, Recognising Excellence Ltd, can be found at:

<http://www.recognisingexcellence.co.uk/sqm/>

1.71 Further information on Lexcel can be found on The Law Society's website:

<http://www.lawsociety.org.uk/productsandservices/lexcel>

### **Cyber Essentials Certification requirement**

1.72 Applicants are required to hold Cyber Essentials Certification for the duration of the Contract Period. Applicants will be required to evidence at least one week before the Service Commencement Date that they hold valid Cyber Essentials Certification which is valid on the Service Commencement Date.

1.73 Cyber Essentials is a Government-backed scheme to help organisations protect themselves against the most common cyber-attacks. There are two levels of Cyber Essentials Certification available:

- Cyber Essentials; and
- Cyber Essentials Plus

1.74 Providers will be required to hold one of these levels of certification.

1.75 It is the sole responsibility of the Applicant to contact the Cyber Essentials certification body to apply for certification and arrange any necessary audits. The LAA assumes no responsibility for monitoring Applicants' progress towards achieving Cyber Essentials Certification. Applicants are solely responsible for paying all necessary fees to achieve Cyber Essentials Certification.

1.76 Where an Applicant already holds Cyber Essentials Certification that will be valid at the Service Commencement Date or is in the process of applying for certification, it need not reapply.

1.77 Further information about Cyber Essentials Certification and how to apply for certification is available at the National Cyber Security Centre website:

<https://www.ncsc.gov.uk/cyberessentials/overview>.

### **Remote Specialist Telephony Handbook**

1.78 The LAA has provided the Remote Specialist Telephony Handbook which provides a technical guide to the telephony service for the remote specialist advisers including Legal Aid Agency – CLA Contracts from April 2021 Procurement Process IFA v1

minimum Operating Systems and Browser requirements. This is provided as a series of three (3) documents entitled 'Remote Specialist Telephony Handbook' within the 'Attachments' section at the top of the ITT screen.

### **Mobilisation Period**

1.79 The Mobilisation Period starts on the Contract Start Date and ends on the Service Commencement Date. This is the period during which CLA Specialist Telephone Advice Providers must deliver in accordance with their Implementation Plans, ensuring they achieve the Minimum Requirements by the deadlines outlined in paragraph 1.62 above and that the necessary infrastructure, staff and other aspects of the service are in place by the Service Commencement Date. CLA Specialist Telephone Advice Providers are required to meet with the LAA throughout the mobilisation period to report on the progress of their mobilisation. The LAA may also instruct Providers to amend their Implementation Plan where, in the LAA's reasonable opinion, the existing plans create unacceptable risks to successful mobilisation or are otherwise of insufficient quality.

### **Indemnities**

1.80 It will be a condition of Contract award that Applicants which operate on a limited liability basis supply the LAA with a relevant indemnity form (except registered charity Applicants who will not be required to provide any indemnity or similar) by the Contract Start Date. The indemnity must be signed by the ultimate owners of the Applicant and/or such persons as the LAA might reasonably regard as being controllers and/or senior managers of the Applicant and/or where the Applicant is a limited company, from any company which is its holding company.

1.81 If the Applicant fails to provide a completed indemnity form as required by the LAA, the Contract offer will be withdrawn. A copy of the standard indemnity form is available at: <https://www.gov.uk/government/publications/personal-guarantee-and-indemnity>

1.82 At the LAA's discretion, a guarantee offering equivalent protection may be accepted from an Applicant with limited liability as an alternative to its standard indemnity. The LAA will consider exercising such discretion where an Applicant can demonstrate that such a guarantee will protect public funds to the same extent as would its standard indemnity form.

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

- 1.83 It is possible that TUPE could apply so as to result in the transfer of some or all of the contracts of employment from Current Providers of the Contract Work to successful Applicants.
- 1.84 We make no representation in relation to the likelihood of TUPE applying in this case and 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.
- 1.85 To the extent there is likely to be one, the impact of any TUPE transfer must be factored into the Price Form submitted by the Applicant such that the Price Form submitted is valid regardless of whether TUPE applies and/or the number or identity of transferring employees.
- 1.86 In an effort to assist Applicants in forming a view in relation to TUPE, and to the extent it is made available to us, anonymised information (including numbers of employees, salary details and time spent on Contract Work) relating to those persons employed by the Current Providers of Contract Work in the relevant Category, will be supplied to an Applicant on receipt by the LAA of a signed confidentiality agreement from that Applicant. A copy of the confidentiality agreement has been provided in Annex D of this IFA.
- 1.87 Applicants wishing to receive this information should complete, sign and return the form as an attachment through the e-Tendering system message board by 5pm on Tuesday 13 October 2020.
- 1.88 Once the signed confidentiality agreement is received through the e-Tendering message board, any TUPE information will be sent to the Applicants through the e-Tendering system message boards no later than the week commencing 19 October 2020.

## **SECTION 2: WHO CAN SUBMIT A TENDER RESPONSE?**

- 2.1 This procurement process is open to any interested party able to meet the LAA's Minimum Requirements.
- 2.2 It is not necessary for Applicants submitting a Tender for a CLA Contract also to hold a 2018 Standard Civil Contract to deliver Face to Face Advice.
- 2.3 The LAA will only contract with single legal entities (including individuals). Should existing organisations wish to merge or join with others to apply for a CLA Contract, they must form a single legal entity. That entity will be responsible for performing all CLA Specialist Telephone Advice Provider obligations under a CLA Contract.
- 2.4 The contracting entity must be fully constituted and be able to demonstrate it meets the minimum Contract requirements by the date specified at paragraph 1.62.
- 2.5 Where the Applicant:
- has been dissolved or is, for any other reason, incapable of executing a contract;
  - is not fully constituted as the contracting entity named in its Tender; or
  - is unable to meet the Contract requirements by the applicable deadlines,
- any Contract offer made to it may be withdrawn.
- 2.6 Applicants must have the capacity to concurrently deliver all the Contract Work under each Category it has submitted a Tender for.

### **Rules for Connected Entities**

- 2.7 Whilst organisations may bid to deliver Contract Work as different legal entities, organisations which are Connected by their parent company, other companies which have significant control in the decision-making of that organisation or Key Personnel of the organisation are not permitted to bid for a CLA Contract in the same Category. Connected Entities may bid in different Categories without breaching the rules set out below.

### **What is a Connected Entity?**

2.8 Applicants may be Connected through corporate entities or through individuals. In the context of this procurement process and the LAA's assessment of compliance with these rules, the term Connected shall mean:

- having a legal or beneficial interest; or
- being able to effect substantive influence or control or having powers of representation over the business affairs of the relevant organisation and the term "Connection" shall bear a similar meaning.

2.9 Such Connection may be either direct, for example where an organisation is the parent entity of two Applicants, or indirect, for example a 'chain' of Connection (however long that chain might be) where an organisation or individual is Connected to another organisation that is itself Connected to the Applicant. Applicants should note that any existing or proposed ethical wall or other information or business partitioning arrangement will not bring any arrangement into compliance with these rules.

#### **What are the rules that Applicants must comply with?**

2.10 Applicants bidding within the same competition cannot bid against a Connected Entity. For the purposes of this procurement process, this means an Applicant cannot be connected to any other Applicant bidding in the same Category of Law for a CLA Contract.

**Example 1:**

Burns & Partners Ltd is the parent company of both Simpsons Ltd and Flanders Ltd and has significant control of the decision-making within each organisation.

Both Simpsons Ltd and Flanders Ltd intend to bid to deliver Contract Work in the Discrimination Category of Law under a CLA Contract.

Were both Applicants to bid for this Category under the CLA Contract, this would be a breach of the Rules on Connected Entities.

2.11 Key Personnel of an organisation, having the meaning set out at Annex E, may not bid against other organisations in which they are also Key Personnel.

**Example 2:**

Mr Black is a member of Key Personnel of Black & Co and also a member of Key Personnel at Green LLP.

Black & Co wishes to bid to deliver Contract Work in the Discrimination Category of Law.

Green LLP also wishes to bid to deliver Contract Work in the Discrimination Category.

Under the Rules for Connected Entities, Black & Co and Green LLP cannot both bid to deliver Contract Work in the Discrimination Category under a CLA Contract by virtue of their Connection through Mr Black.

**What will the LAA do where it believes Applicants are Connected Entities?**

- 2.12 The LAA reserves the right to clarify with one or both Applicants, as required in accordance with paragraphs 5.27 and 5.28.
- 2.13 Where the LAA believes that the rules on Connected Entities have not been complied with, and that Applicants are Connected as set out in paragraphs 2.8 and 2.9, all those Tenders that the LAA deems to be Connected may be rejected.

## SECTION 3: COMPLETING AND SUBMITTING A TENDER

### The 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](http://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 that they 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 whose Tender response is being 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 boards for this procurement process. Applicants must check the message boards 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 Response, can be actioned as necessary.
- 3.7 The SQ and CLA Category ITTs are available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the e-Tendering system. There is a single SQ that must be completed by all Applicants.
- 3.8 Applicants must submit a response to the SQ and at least one of the CLA Category ITTs. Applicants are not obliged to respond to all of the Category ITTs; they only need to submit a response to the SQ and the ITT(s) relevant to the CLA Contract in the Category(ies) of

Law they wish to deliver. Applicants must ensure that they access and respond to the SQ and the correct ITT(s) for the Category(ies) of Law they wish to deliver under the CLA Contract.

- 3.9 Applicants may not submit more than one response to the SQ and to each CLA Category ITT. Where an Applicant submits more than one SQ Response and/or more than one CLA Category ITT Response for the same Category of Law, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 3.10 SQ and CLA Category ITT Responses submitted must each be capable of assessment.
- 3.11 If an SQ Response is not submitted or is incapable of assessment it will be rejected.
- 3.12 If a CLA Category ITT Response is not submitted, is incomplete or is incapable of assessment the Tender for that CLA Category will be rejected.
- 3.13 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.
- 3.14 Once Applicants have completed their response to the SQ and the relevant CLA Category ITT(s), they must submit it by clicking on the "Submit Response" button.
- 3.15 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.
- 3.16 An Applicant may check that it has successfully submitted its SQ/ITT Response by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Supplier'. The registered email address will also receive confirmation when the Applicant submits its SQ/ITT Response 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.
- 3.17 SQ and ITT Responses are sealed. This means that the LAA is unable to access submitted SQ/ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an SQ Response, ITT Response or Tender, nor can it confirm if a SQ Response, ITT Response or Tender has been completed correctly.



- 3.18 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 SQ/ITT Response unless answers to those questions are provided.
- 3.19 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.
- 3.20 When an Applicant submits its SQ/ITT Response for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the SQ/ITT Response has been transmitted to the LAA and not whether the SQ/ITT Response is fully completed and/or will be assessed as being successful.

### **Mandatory Attachments**

- 3.21 Applicants are required to upload a number of Mandatory Attachments as part of their Qualification Envelope submissions:
- Staff Organogram;
  - Resourcing Plan; and
  - Implementation Plan.
- 3.22 The LAA has provided a template for the Resourcing Plan and Implementation Plan, which Applicants are required to use. The templates can be downloaded from the 'Attachments' section within the relevant ITT. Details entered into the forms will only be saved if the Applicant saves the form on its own computer system. Once the relevant forms have been completed and saved on the Applicant's own system, they can be uploaded into the relevant ITT Response by clicking on the 'Click to attach' button against the relevant question in the ITT.
- 3.23 It is the Applicant's responsibility to ensure that they have access to an IT system which is compatible with the templates provided.
- 3.24 Please note that because the Mandatory Attachments are completed outside of the e-Tendering system and uploaded into the ITT Response, it is not possible for the e-

Tendering system to prevent incorrect or incomplete information being submitted and it is the Applicant's responsibility to ensure fully completed and accurate information is attached.

3.25 The LAA will only accept attachments submitted in the following formats:

- Microsoft Word;
- Microsoft Excel; or
- Adobe PDF.

3.26 For all other Mandatory Attachments, Applicants are required to upload a separate attachment for each Category being bid for. For example, if an Applicant is bidding for both Categories (i.e. Discrimination and Education), it should upload a separate Implementation Plan attachment for each Category.

3.27 As it is not possible for the e-Tendering system to prevent incorrect or incomplete attachments being submitted, it is the responsibility of Applicants to ensure that the relevant attachments are correctly uploaded.

3.28 Applicants that fail to upload the full set of attachments using the templates provided will be considered to have submitted a non-compliant Tender and may be rejected from the process.

3.29 Applicants can also check the contents of the attachments they have uploaded as part of their Tender by going back to the Tender in the ITT within the e-Tendering system (found in the "Actions" menu). To do this, Applicants should go to the section in the ITT against which the attachments are uploaded and select "Download". This will open the versions of the attachments uploaded as part of a Tender.

3.30 Before submitting a Tender, the Applicant should check to ensure that:

- all questions and Award Criteria/sub-criteria have been answered and that it has provided all necessary parts of a completed Tender referred to above;
- it has uploaded all required Mandatory Attachments;
- it is satisfied that the Mandatory Attachments uploaded are correct; and
- it is satisfied that the Tender is accurate, complete and detailed enough to allow the LAA to evaluate it.

### **Accessing and completing the Tender**

- 3.31 A Tender will consist of a response made through the e-Tendering system to the SQ and one or more of the CLA Category ITTs.
- 3.32 The SQ can be found in Project 113 at ITT 666 – ‘Selection Questionnaire for 2021 CLA Education and Discrimination Specialist Telephone Advice Services’ in the e-Tendering system.
- 3.33 The CLA ITTs can also be found in the e-Tendering system in Project 113 as follows:
- ITT 667 – **CLA Specialist Telephone Advice Services from April 2021 - Education**
  - ITT 670 – **CLA Specialist Telephone Advice Services from April 2021 - Discrimination**
- 3.34 A completed CLA Category ITT Response must comprise the following parts:

#### *Technical Envelope*

- Responses to all Award Criteria/sub criteria in the Technical Envelope; and
- Signed declaration in the Technical Envelope; and
- Staff Organogram Mandatory Attachment; and
- Resourcing Plan Mandatory Attachment; and
- Implementation Plan Mandatory Attachment.

#### *Commercial Envelope*

- A completed Price Form for each Category tendered for.

### **Completion of the Selection Questionnaire**

- 3.35 All Applicants are required to submit one SQ response regardless of the number of CLA Categories they are bidding for.
- 3.36 The SQ contains a series of questions covering the following areas:
- Section A (non-assessed) - Organisation and contact details

- Section B - Grounds for mandatory exclusion
- Section C - Grounds for discretionary exclusion
- Section D – Declarations

3.37 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex B.

*Section A - Organisation and contact details*

3.38 This information is non-assessed but may be used in the verification of the Applicant's Tender. Applicants who have yet to form legal entities may provide "N/A" responses to some questions within this section. Where successful, and as part of verification, they will be required to confirm, for example, their head office address or other details not provided as part of the Tender.

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

3.39 For each question the Applicant is presented with a series of drop-down options from which to select a response.

3.40 Where a requirement is not met outright the Applicant will be provided with a series of 'free text' boxes in which to give further details (known as 'exceptional circumstances'). These will be used by the LAA to consider whether those exceptional circumstances are deemed to be satisfactory for the Applicant to meet the SQ requirement.

3.41 Where the opportunity to provide exceptional circumstances is given, specific details in response to the supplemental questions are requested within the SQ. This must not be used as an opportunity to provide other supplementary information to an Applicant's SQ Response and any information provided that is not relevant to the particular SQ requirement and explanation of exceptional circumstances will not be considered.

3.42 Subject to paragraph 3.43 below, the LAA will assess SQ Responses on the basis of information submitted by the Applicant in its SQ Response. SQ Responses for Sections B and C will be assessed on a pass or fail basis.

3.43 Where an Applicant's SQ Response states it does not meet the SQ requirements outright in questions C.8 (LAA contract terminations), C.9 (Peer Review) and C.10 (individuals prohibited from undertaking publicly funded work) the LAA will review its own records in assessing whether the requirements have been met. For all other questions in Section B and C, the LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to disqualify an Applicant for submitting false and/or misleading information as provided at paragraphs 5.29-5.31 of this IFA.

#### *Section D – Declaration*

3.44 A declaration in the form set out at Section D of the SQ must be provided by:

- (a) the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where Applicant is or intends to be authorised by the Solicitors Regulation Authority (SRA); or
- (b) the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
- (c) the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by CILEx Regulation (CILEx); or
- (d) 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.

### **Completion of the CLA Category ITTs**

#### *Technical Envelope - Quality Award Criteria*

3.45 The Technical Envelope in each CLA Category ITT contains the Quality Award Criteria. These require Applicants to set out how they will deliver the Contract Work, including how they will deploy appropriate infrastructure and appropriately skilled and experienced staff to deliver the Contract Work tendered for. The Quality Award Criteria will be assessed in accordance with the evaluation methodology set out in Section 4 to determine a "quality" score. The score achieved by Applicants under the Quality Award Criteria will then be combined with the score awarded in the Commercial Envelope (the Price Award Criteria) to determine the most economically advantageous tenders. Those Applicants will be awarded Contracts.

3.46 The Quality Award Criteria vary for each Category of Law, and in each Lot for the Education Category. The Quality Award Criteria are summarised below and fully set out at Annex C.

| <b>Quality Award Criteria</b>  | <b>Weighting</b> |
|--|------------------|
| <b>Discrimination Quality Award Criteria (Technical Envelope) - %</b>  |                  |
| Criterion 1 – Staffing the Service                                     | 18.66            |
| Criterion 2 – Delivering a Quality Service                             | 14.15            |
| Criterion 3 – Capacity Planning for the Service                        | 21.57            |
| Criterion 4 – Implementation of the Service                            | 5.62             |
| <b>Education Lot 1 Quality Award Criteria (Technical Envelope) - %</b> |                  |
| Criterion 1 – Staffing the Service                                     | 18.66            |
| Criterion 2 – Delivering a Quality Service                             | 14.15            |
| Criterion 3 – Capacity Planning for the Service                        | 21.57            |
| Criterion 4 – Implementation of the Service                            | 5.62             |
| <b>Education Lot 2 Quality Award Criteria (Technical Envelope) - %</b> |                  |
| Criterion 1 – Staffing the Service                                     | 18.66            |
| Criterion 2 – Delivering a Quality Service                             | 14.15            |
| Criterion 3 – Capacity Planning for the Service                        | 21.57            |
| Criterion 4 – Implementation of the Service                            | 5.62             |

3.47 Quality Award Criteria 1 to 4 contain sub-criteria. These require the Applicant to complete a written response to the specific questions asked in the text boxes provided. The response provided by the Applicant for each sub-criterion will receive a score of between 0-5 as detailed in Section 4 of this IFA.

3.48 Each text box has a maximum limit of 2000 characters (including spaces). Each question has up to three text boxes (depending on the sub-criterion) which can be used by the Applicant in providing its answer. Applicants will not be able to exceed the character limit when submitting their responses.

3.49 As part of each relevant Category ITT for which they bid, Applicants must provide a Staff Organogram to set out how they will staff the Contract Work in the relevant Category. Applicants should use their own templates. However, as a minimum, the Staff Organogram must:

- show all roles that will be used in delivering the Contract Work, including during the implementation phase. This should include the title of the role and the main duties that will be performed under it;
- show the names of individual staff members fulfilling those roles, including whether they are currently employed or where there is a Signed Engagement Agreement in place at the point the Applicant submits its Tender;
- summarise the qualifications and experience of staff members fulfilling roles;
- show roles which are currently vacant;
- show whether staff members and/or roles are permanent or temporary. Where temporary, the Applicant should stipulate how long the position will last; and
- show whether the staff member and/or role is full-time or part-time. Where part-time, the Applicant should stipulate the proportion of a Full-Time Equivalent (FTE) position the role comprises.

3.50 Applicants are required to provide a Resourcing Plan which sets out information about how many Caseworkers and Supervisors the Applicant will use for each hour of a typical week, based on the historical Case volumes and call volumes in the applicable Category provided in Annex A of this IFA. Applicants are required to submit this information in the template provided by the LAA. This is provided as a document entitled 'Resourcing Plan Pro Forma' within the 'Attachments' section on the left-hand side of the ITT screen. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the Tender response to the ITT.

3.51 Applicants are required to provide an Implementation Plan which sets out how they will ensure that the Contract Work will be delivered with effect from the Service Commencement Date onwards. Applicants are required to submit their Implementation Plan in the template provided by the LAA. This is provided as a document entitled 'Implementation Plan Pro Forma' within the 'Attachments' section on the ITT screen. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the Tender response.

- 3.52 The Implementation Plan of the successful Applicants will form part of the CLA Contract. The LAA may instruct the Applicant to alter their Implementation Plan where, in the LAA's reasonable opinion, the existing plans create unacceptable risk or are otherwise of insufficient quality during the Mobilisation Period and/or during the Contract Period.

*Consequences of failure to submit Mandatory Attachments as part of the relevant Category ITT*

- 3.53 Where an Applicant has failed to upload one of the Mandatory Attachments, they may have their Tender rejected for that Category. For example, if an Applicant has uploaded an Implementation Plan in the Discrimination Category but has failed to upload an Implementation Plan in Education, the Applicant may have their Tender in Education rejected, but may not have their Tender in Discrimination rejected.

*Declaration*

- 3.54 The Technical Envelope also contains a declaration section and Applicants are referred to the 'Declarations' section of Annex C for the precise wording. The declaration must be provided by:

(a) 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

(b) 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

(c) the Compliance Manager (CM) or the individual intending to be the CM where the Applicant is or intends to be authorised by the Chartered Institute of Legal Executives (CILEx); or

(d) 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.

- 3.55 In summary, all Applicants must certify that all information provided as part of their Tender is accurate, that they understand the information provided will be used to assess suitability to deliver the Contract, and that they understand the LAA may reject their Tender at any time or disqualify them from the procurement process if they fail to answer all relevant questions fully or if they provide false/misleading information.



### *Commercial Envelope - Price Form*

- 3.56 Each CLA Category ITT also includes a Commercial Envelope which contains the Price Form. Prices submitted by Applicants within the Price Form will be considered in accordance with the evaluation methodology set out in Section 4 to determine the Applicants to be awarded a Contract.
- 3.57 Each Category has its own price requirements. Applicants should ensure they fully understand how pricing will operate under the specific Contract they are tendering for as set out at paragraphs 1.24-1.46.
- 3.58 In **Discrimination**, the Applicant will need to submit an Hourly Rate, up to a maximum of £53 per hour, which may be claimed for all cases.
- 3.59 As detailed in paragraphs 1.33-1.34 of this IFA, the Determination Fee will be paid as a fixed fee equivalent to 42 minutes of advice at the Hourly Rate submitted by the Applicant.
- 3.60 The Price Form will not allow Applicants to submit a price above the maximum Hourly Rate bid price of £53.
- 3.61 In **Education**, Applicants will need to submit an Hourly Rate, up to a maximum of £45.40 per hour, which may be claimed in all cases.
- 3.62 As detailed in paragraphs 1.40-1.41 the Determination Fee will be paid as a fixed fee equivalent to 18 minutes of advice pro-rated at the Hourly Rate submitted by the Applicant.
- 3.63 The Price Form will not allow Applicants to submit prices above the maximum bid price of £45.40.
- 3.64 When compiling their Price Form, Applicants should ensure that they are fully familiar with the terms of the relevant CLA Contract, including the requirements in the Specification, and all other documents provided that form part of the ITT. Applicants must consider and factor in all of their likely costs in relation to the delivery of the applicable Contract Work including but not limited to:
- Set-up costs (e.g. IT, telephony, recruitment);
  - Ongoing staffing and office costs;
  - Costs of receiving and making calls;

- Costs incurred in exiting the CLA Contract;
- Postage;
- IT and telephony maintenance; and
- Travel costs.

3.65 All prices must be submitted in Pounds Sterling (£) and be exclusive of VAT.

### **Questions about the procurement process**

3.66 If an Applicant has a question about the procurement process to which they cannot find a response in this document or in the guidance provided in the e-Tendering system, it will be able to direct questions through two different channels depending on the nature of the query as follows:

### **Questions about the IFA**

3.67 Any questions about the content of this IFA may be submitted up until 5pm on 13 October 2020 (note this is referred to in the e-Tendering system as the ‘End date for supplier clarification messages’) through the e-Tendering system. Questions received after this date may not be answered.

3.68 All such questions must be submitted using the e-Tendering system message boards for this procurement process.

3.69 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.

3.70 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/specialist-telephone-advice-in-education-and-discrimination-from-april-2021> in the ‘Procurement Process for CLA Specialist

Telephone Advice Contracts in Education and Discrimination from April 2021 Frequently Asked Questions (FAQ)’.

- 3.71 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.

### **Questions about how to use the e-Tendering system**

- 3.72 There is a helpdesk to provide technical support to Applicants using the e-Tendering system. Please note that 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.
- 3.73 Questions should be e-mailed to the following e-mail address: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk). Alternatively, the telephone number for the helpdesk is 0800 069 8630 (lines are open from 8am to 6pm Monday to Friday).
- 3.74 The LAA recommends that Applicants start to complete their Tender early so that they can identify any areas for which they require 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.

## **SECTION 4: EVALUATION OF TENDERS**

4.1 Applicants are required to submit a complete Tender i.e. a SQ Response and at least one ITT Response. Where an Applicant does not submit a complete Tender, their Tender will be rejected its entirety and there will be no right of appeal.

4.2 Applicants are required to submit a SQ Response as part of their Tender. If their SQ Response is assessed as unsuccessful, their CLA ITT response(s) will not be evaluated.

4.3 The evaluation of Tenders will be conducted in accordance with the following stages:

Stage 1: SQ Response assessment

Stage 2: Quality Award Criteria (Technical Envelope)

Stage 3: Price Award Criterion (Commercial Envelope)

Stage 4: Ranking and Award

### **Stage 1 – SQ Response assessment**

4.4 The LAA will check that the Applicant has submitted an SQ Response as part of its Tender. In the event that no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.

4.5 Where an SQ Response has been submitted as part of this procurement process the LAA will assess the SQ Response in accordance with the assessment approach detailed in Annex B.

4.6 Applicants whose SQ Response is assessed as unsuccessful will not proceed to Stage 2 of the evaluation process and will be notified of the outcome of their Tender by letter sent through the message board within the e-Tendering system.

4.7 The sole right of appeal is set out at paragraph 5.39 of this IFA.

4.8 Applicants whose SQ Response is assessed as successful will proceed to Stage 2 (Quality Award Criteria).

#### *SQ appeals*

4.9 Where an Applicant is notified that its SQ Response is unsuccessful, but the Applicant subsequently successfully appeals against the outcome, the Applicant's Tender will proceed to Stage 2.

## Stage 2 – Quality Award Criteria (Technical Envelope)

- 4.10 Stage 2 will evaluate the responses contained within the Technical Envelope submitted by Applicants which contains the Quality Award Criteria. The score achieved by Applicants for the Quality Award Criteria constitutes 60% of the overall available score.
- 4.11 Each of the Quality Award Criteria is made up of a number of sub-criteria. These ask Applicants how they will deliver the Contract Work tendered for. Responses to these sub-criteria will be assessed and given a score between 0 and 5 in accordance with the scoring matrix below. Annex C provides details of the Quality Award Criteria for each Category of Law and, in the case of the Education Category, for each Lot.
- 4.12 To score higher points, Applicants should reference the specific CLA Contract requirements, including Category-specific requirements, and the specific characteristics of the Contract Work being bid for (e.g. estimated Case volumes). Responses that are generic and are not CLA Contract or Category specific are likely to achieve lower points.
- 4.13 Scoring Matrix

| <b>Score (0-5)</b> | <b>Scoring Criteria:</b>   |
|--------------------|--|
| 0                  | Unacceptable: The following is indicative of factors that would lead to a score of 0:<br>The Applicant fails to respond to the sub-criteria or there is substantial failure to properly address any issues/areas listed in the sub-criteria  |
| 1                  | Poor response: The following is indicative of factors that would lead to a score of 1:<br>Little or no detail provided to answer the sub-criteria, or a generic or vague response is provided making no reference to the specific issues/areas listed in the sub-criteria<br>The response provided requires the reviewer to make assumptions<br>The response provides confused and/or contradictory information in relation to other responses |
| 2                  | Satisfactory: The following is indicative of factors that would lead to a score of 2:<br>The response engages with the sub-criteria but does not specifically address all issues/areas listed in the sub-criteria<br>The Applicant provides limited evidence/information indicating how it meets the sub-criteria  |

|   |   |
|---|---|
| 3 | <p>Good: The following is indicative of factors that would lead to a score of 3:</p> <p>The response addresses all issues/areas listed in the sub-criteria</p> <p>The Applicant provides some evidence/information how it meets the sub-criteria</p> <p>The response provides consistent information in relation to other responses</p>   |
| 4 | <p>Very Good: The following is indicative of factors that would lead to a score of 4:</p> <p>The response addresses all issues/areas listed in the sub-criteria with a high level of detail</p> <p>The Applicant provides greater evidence/information indicating how it meets the sub-criteria</p> <p>The response provides consistent information in relation to other responses</p>    |
| 5 | <p>Excellent: The following is indicative of factors that would lead to a score of 5:</p> <p>The response addresses all issues/areas listed in the sub-criteria in a comprehensive manner</p> <p>The Applicant provides high quality evidence/information indicating how it meets the sub-criteria</p> <p>The response provides consistent information in relation to other responses</p> |

4.14 Annex C also contains a Quality Award Criteria guidance, providing further detail on how the Quality Award Criteria will be assessed, which Applicants are strongly encouraged to read.

4.15 The relevant weighting will be applied to the score achieved against each sub-criterion. Weighted scores will be calculated to two decimal places. Weighted scores for all the sub-criteria in the Technical Envelope will be added together to give an overall score out of 60.

4.16 An example of how this will operate in the Discrimination Category is set out below, including example scores:

| <b>Award Criteria</b>   | <b>Sub-criteria</b>  | <b>Sub-criteria weighting</b> | <b>Applicant Score (0-5)</b> | <b>Applicant weighted score</b> |
|-------------------------|--|-------------------------------|------------------------------|---------------------------------|
| 1: Staffing the Service | 1.1: Skills and experience of staff delivering specialist legal advice | 4.96%                         | 4                            | 3.97                            |
|                         | 1.2: Skills and experience of staff in delivering Remote Advice        | 4.04%                         | 4                            | 3.23                            |

| Award Criteria                       | Sub-criteria   | Sub-criteria weighting | Applicant Score (0-5)   | Applicant weighted score |
|--------------------------------------|--|------------------------|-------------------------|--------------------------|
|                                      | 1.3: Staff recruitment   | 4.04%                  | 3                       | 2.42                     |
|                                      | 1.4: Succession planning   | 2.47%                  | 3                       | 1.48                     |
|                                      | 1.5 Staff training   | 3.15%                  | 4                       | 2.52                     |
| 2: Delivering a Quality Service      | 2.1: Supervision of staff delivering specialist legal advice - <b>Minimum scoring requirement of 2</b> | 4.94%                  | 4                       | 3.95                     |
|                                      | 2.2: Compliance with Service Standards   | 4.49%                  | 4                       | 3.59                     |
|                                      | 2.3: Performance against KPIs  | 4.72%                  | 3                       | 2.83                     |
| 3: Capacity Planning for the Service | 3.1: Infrastructure  | 5.17%                  | 3                       | 3.10                     |
|                                      | 3.2a): Contract Resourcing- <b>Minimum scoring requirement of 2</b>                                    | 4.04%                  | 4                       | 3.23                     |
|                                      | 3.2b): Ongoing Forecasting and Resourcing  | 2.92%                  | 3                       | 1.75                     |
|                                      | 3.3: Business Continuity and Disaster Recovery Plan (BCDR)   | 2.92%                  | 4                       | 2.34                     |
|                                      | 3.4: Cyber Security  | 3.82%                  | 2                       | 1.53                     |
|                                      | 3.5: Expansion Resourcing  | 2.70%                  | 3                       | 1.62                     |
| 4: Implementation of the Service     | 4.1: Implementation Plan – <b>Minimum scoring requirement of 2</b>                                     | 5.62%                  | 3                       | 3.37                     |
| Declaration Pass/Fail                | Declaration<br>Pass = (provision of signed declaration)  | N/A                    | N/A                     | N/A                      |
|                                      |  |                        | Total Score (out of 60) | 40.94                    |

4.17 In the example above, the Applicant would receive a total score of 40.94 out of 60 possible points in the Quality Award Criteria.

*Minimum Quality Thresholds*

- 4.18 Applicants are required to achieve minimum quality thresholds in order to be taken through to the next stage of the evaluation process.
- 4.19 Where an Applicant achieves a non-weighted score of 0 or 1 for sub-criteria 2.1, 3.2a, or 4.1, their Tender will be rejected, and they will take no further part in the evaluation process.

**Stage 3 – Price Award Criterion (Commercial Envelope)**

- 4.20 Stage 3 of the evaluation process will evaluate the responses contained within the Commercial Envelope submitted by Applicants. The score achieved by Applicants for the Price Award Criterion constitutes 40% of the overall available score.
- 4.21 The Price Award Criterion is made up of a single Hourly Rate which will apply should the Applicant be awarded a CLA Contract.
- 4.22 The points awarded for the Price Award Criterion will be calculated on a relative basis. For the Discrimination Category this will be done by comparing the Hourly Rate of all Applicants in the Category at this stage. For the Education Category, the Price Award Criterion will be calculated relative to all Applicants that have bid in the relevant Lot. The Applicant with the lowest Hourly Rate will be awarded the maximum points available (40 points) and other scores will be calculated by their relative distance from it using the following methodology:

$$(L \div B) \times 40 = \text{Score}$$

L = Value of the lowest Total Weighted Price offered by an Applicant in the Category

B = Value of the Total Weighted Price offered by the Applicant being scored.

- 4.23 Scores will be calculated to two decimal places.
- 4.24 The tables below provide examples of how this might work in practice in the Discrimination Category and in Education Lot 1. All prices used are for demonstration purposes and should not be used as a guide by Applicants when considering their pricing:

Example – Discrimination Price Award Criterion evaluation

| Applicant | Total Weighted Price | Points Awarded (out of 40) |
|-----------|----------------------|----------------------------|
|-----------|----------------------|----------------------------|



|             |                                      |       |
|-------------|--------------------------------------|-------|
| Applicant B | £42.32 (lowest Total Weighted Price) | 40    |
| Applicant A | £51.87                               | 32.64 |
| Applicant C | £53                                  | 31.94 |

Example – Education Lot 1 Price Award Criterion evaluation

| Applicant   | Total Weighted Price                 | Points Awarded (out of 40) |
|-------------|--------------------------------------|----------------------------|
| Applicant B | £35.00 (lowest Total Weighted Price) | 40                         |
| Applicant A | £41.50                               | 33.73                      |
| Applicant C | £45.40                               | 30.84                      |

#### Stage 4 – Final Score

- 4.25 At this stage, the scores for the Quality and Price Award Criteria for each Applicant will be combined to give a Final Score out of 100 calculated to two decimal places.
- 4.26 The Final Scores of Applicants in the Discrimination Category, and in each Lot in the Education Category will be ranked, and the highest scoring Applicant(s) will be awarded a CLA Contract.
- 4.27 In the unlikely event that Applicants are tied (which prevents the LAA identifying the designated number of successful Applicants), the LAA will show preference to Applicants which achieved higher scores in the sub-criteria designated as Priority Questions at paragraph 4.28. The LAA will combine the weighted scores that each tied Applicant has achieved for the Priority Question sub-criteria and award a CLA Contract to the Applicant which achieved the highest combined score.
- 4.28 The sub-criteria which are Priority Questions are set out below:
- 2.1 Supervision of staff delivering specialist legal advice;
  - 3.2a) Contract Resourcing;
  - 4.1 Implementation Plan.

#### Contract Award

- 4.29 All Applicants will be notified of the outcome of their Tender by letter sent through the message board within the e-Tendering system.

- 4.30 Where Applicants have been unsuccessful following Stage 4, their letter will set out their score, ranking, strengths and weaknesses of their Tender, and the relative advantages of the successful Applicant's Tender.
- 4.31 The LAA will observe a 10-day standstill period beginning the day after notification of the outcome of this procurement process is sent to Applicants.
- 4.32 Any award of a CLA Contract to a successful Applicant is conditional on the CLA Contract being executed in accordance with the LAA's internal procedures, which may include requiring indemnities or guarantees. The LAA reserves the right not to award a CLA Contract to any Applicant or to withdraw a notification of award at any time prior to execution of the CLA Contract documents.

## **SECTION 5: CLA PROCUREMENT PROCESS**

### **Introduction**

- 5.1 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, all or any submission forming part of a Tender including responses to the SQ and the CLA Category ITTs.
- 5.2 'Legal services' are classified as Social and Other Specific Services to which The Public Contracts Regulations 2015 (the "Regulations") only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to the procurement of Social and Other Specific Services.
- 5.3 This IFA and any supplementary documents issued as part of this procurement process (including the SQ and CLA Category ITTs) are governed and construed in accordance with English Law.

### **Submitting a Tender**

- 5.4 The Applicant agrees to comply with the rules (contained in this Section 5 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 may assess the Applicant's Tender as unsuccessful.
- 5.5 The Applicant must submit a complete Tender (in accordance with paragraph 5.8) by the Deadline. For the purposes of the Deadline, the time specified on the 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.

5.6 The Applicant must submit a complete Tender (in accordance with paragraph 5.8) using the e-Tendering system at [www.legalaid.bravosolution.co.uk](http://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.

5.7 A Tender must be authorised by one of the following:

(a) the Applicant's COLP, or HOLP or CM (or proposed COLP, or 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.

5.8 The Applicant must submit a complete Tender prior to the Deadline. To be considered, the Applicant must reply to every question in the Tender and upload all requested documentation, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information.

5.9 The Applicant may only submit one Tender (i.e. one SQ Response and a maximum of one CLA Category ITT response) per CLA Category. If more than one SQ Response, or CLA Category ITT Response (in the same Category) is received from the Applicant, the LAA will assess the last SQ or CLA Category ITT Response submitted before the Deadline and any others will be rejected.

5.10 The Applicant may amend and resubmit 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.

5.11 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.

- 5.12 Subject to the LAA's right to clarify at paragraph 5.27, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 5.13 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.
- 5.14 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.
- 5.15 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 Contract Work it has submitted a Tender for.
- 5.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 5.17 By submitting a Tender, the Applicant agrees to be bound by the CLA Contract without further negotiation or amendment.
- 5.18 In submitting its Tender, the Applicant acknowledges that this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct or decisions of the LAA

can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.

- 5.19 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 paragraph 5.22 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.
- 5.20 Any Frequently Asked Questions published through the e-Tendering system in accordance with Section 3 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.
- 5.21 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**

- 5.22 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/specialist-telephone-advice-in-education-and-discrimination-from-april-2021> and notified to individual Applicants through a message on the e-Tendering system.
- 5.23 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 5.22 before the Deadline may be rejected.
- 5.24 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 5.25 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness

of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 5 will take precedence.

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

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

- 5.27 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. It will not do so where this would afford an Applicant the opportunity to improve its Tender by submitting a changed bid which would constitute a new tender. Where it does exercise its discretion to seek clarification or verification, in making its decision following receipt of an Applicant's response, the LAA will not take into account any information received which falls outside of the scope of the specific clarification or verification it is seeking.
- 5.28 Where the LAA contacts the Applicant in circumstances outlined in paragraph 5.27, 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.

### **Right to Exclude**

- 5.29 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.
- 5.30 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.

5.31 Paragraph 5.30 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**

- 5.32 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 about this procurement process; or
  - (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

### **Collusion**

- 5.33 The Applicant must not collude with any other person or organisation in any way during this procurement process. This would include, but not be limited to, the following examples:
- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;
  - (b) Communicating to any other person any information relating to any fees or rates contained in the Applicant's Tender which will be competitively assessed as part of the procurement process, unless such communication is with a person who is a participant in the Applicant's Tender;
  - (c) Entering into any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
  - (d) Sharing, permitting or disclosing access to any information relating to its Tender.

5.34 If the LAA reasonably concludes that the Applicant has colluded with another person in any way that breaches paragraph 5.33 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**

- 5.35 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA using the e-Tendering message boards for this procurement process at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon reassessment, 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 CLA Contract (as applicable).
- 5.36 The LAA reserves the right, prior to any execution of a Contract, to carry out further due diligence checks. Where, as part of any due diligence, an Applicant is found not to comply with any of the minimum contract requirements which the Applicant committed to meeting in its Tender, the LAA will not proceed with any decision made to award a Contract.
- 5.37 The LAA reserves the right to place additional contractual conditions on the award of a Contract to an individual Applicant.
- 5.38 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 the Contract.

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

- 5.39 The Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the SQ Response (subject to paragraph 5.27-5.28), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.
- 5.40 There is no other right of appeal, including, for example, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected.

For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.

- 5.41 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.
- 5.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 5.43 Appeals should be submitted using the appeals pro-forma which will be made available at: <https://www.gov.uk/government/publications/specialist-telephone-advice-in-education-and-discrimination-from-april-2021>. The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 5.44 The LAA's Principal Legal Adviser (or their appointed representative) will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 5.45 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

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

- 5.46 The LAA may share any information contained in an Applicant's Tender with the provider of the e-Tendering system for the purposes of administering the procurement process.
  - 5.47 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA"), the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
  - 5.48 If an Applicant is concerned about possible disclosure, it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an
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estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.

5.49 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.

5.50 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.

5.51 By submitting a Tender, an Applicant consents and confirms that they have obtained all necessary consents to such Personal Data being collected, held and used in accordance with and for the purposes of administering the procurement process as contemplated by the IFA and for the management of any Contract subsequently awarded.

5.52 The Applicant warrants, on a continuing basis, that it has:

(a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Legislation (which includes the Data Protection Act 1998, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 (from the respective date when each is in force) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable law about the processing of personal data and privacy together with any codes of conduct and guidance issued by the Information Commissioner); and

(b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.

5.53 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 Legal Aid Agency – CLA Contracts from April 2021 Procurement Process IFA v1

control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.

- 5.54 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.
- 5.55 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**

- 5.56 The information contained in this IFA is subject to Crown copyright 2016. Applicants may, subject to 5.57, reuse 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>
- 5.57 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of Civil Legal Aid Services in England and Wales from April 2021, Civil Legal Advice (CLA) Education and Discrimination Specialist Telephone Advice Services, Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."

## ANNEX A: THE CONTRACT WORK - KEY FIGURES

This annex provides historical data. The LAA provides no guarantees or warranties regarding the actual volumes, profile or duration of calls/Cases, under the CLA Contract.

Applicants should also be aware that the number of Cases undertaken by CLA Specialist Telephone Advice Providers in the Discrimination and Education Categories may reduce during the Contract Period as potential Clients will now have more access to advice from a Face to Face Advice Provider rather than a CLA Specialist Telephone Advice Provider since the mandatory telephone gateway was removed from legislation in May 2020.

### Table A: Historical spend on CLA Service

Below is the historical spend on the CLA Service across each Category in the last three full financial years. These costs are net of VAT and do not include disbursements. Please note, as payment can only be claimed following the completion of a Case, there can be significant variance between years. There may also be work in progress at the end of the CLA Contract Period which will be billed after the Contract Period has completed. Please note that this shows the total spend per Category for the CLA Service and does not represent the value of work that has been or will be received by any individual Provider or under any individual contract. Please refer to paragraphs 1.54-1.56 for detail of work allocation under the CLA Contracts.

| Category       | Total Category spend<br>(2017/18) | Total Category spend<br>(2018/19) | Total Category spend<br>(2019/20) |
|----------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Discrimination | £675,114.77                       | £566,361.18                       | £967,733.93                       |
| Education      | £812,895.60                       | £687,626.45                       | £972,430.660                      |

### Tables B – C Historical Case Volumes

Below are the historical case volumes for the CLA Service across each Category in the last three full financial years.

Please note that these tables show the total case volumes across the CLA Service and do not represent the amount of work that has been or will be received by any individual Provider or under any individual contract. Please refer to paragraphs 1.54-1.56 for detail of work allocation under the CLA Contracts.

**B: Discrimination - Total Case volumes and average Case length per annum**

|                             | 2017/18                    |                               | 2018/19                    |                               | 2019/20                    |                               |
|-----------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|
|                             | Historical number of cases | Average Case length (minutes) | Historical number of cases | Average Case length (minutes) | Historical number of cases | Average Case length (minutes) |
| Determination               | 3,628                      | 38                            | 2,850                      | 40                            | 2,117                      | 40                            |
| Cases up to 899 minutes     | 1,167                      | 215                           | 1,742                      | 162                           | 1,220                      | 207                           |
| Cases 900 minutes and above | 248                        | 2,431                         | 245                        | 2,418                         | 331                        | 2,604                         |
| <b>Total</b>                | <b>5,043</b>               |                               | <b>4,837</b>               |                               | <b>3,668</b>               |                               |

**C: Education - Total Case volumes and average Case length per annum**

|                             | 2017/18                    |                               | 2018/19                    |                               | 2019/20                    |                               |
|-----------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|
|                             | Historical number of cases | Average Case length (minutes) | Historical number of cases | Average Case length (minutes) | Historical number of cases | Average Case length (minutes) |
| Determination               | 162                        | 17                            | 90                         | 18                            | 151                        | 18                            |
| Cases up to 449 minutes     | 808                        | 116                           | 1,187                      | 104                           | 1,328                      | 111                           |
| Cases 450 minutes and above | 605                        | 2,127                         | 606                        | 1,892                         | 779                        | 2,184                         |
| <b>Total</b>                | <b>1,575</b>               |                               | <b>1,883</b>               |                               | <b>2,258</b>               |                               |

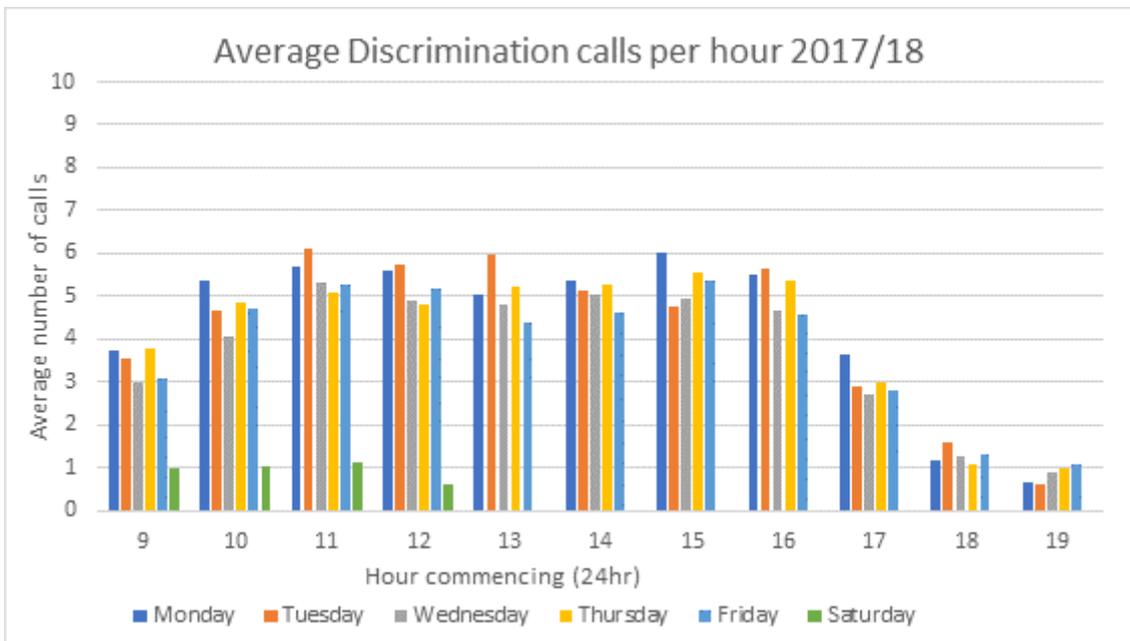
## Charts D - E: Incoming calls

The charts below show the average number of incoming calls – including both Front Door and Back Door – to the CLA Service, for each hour of the week (including Core Hours, Rota Hours and Extended Hours, as applicable) per Category for the last three financial years.

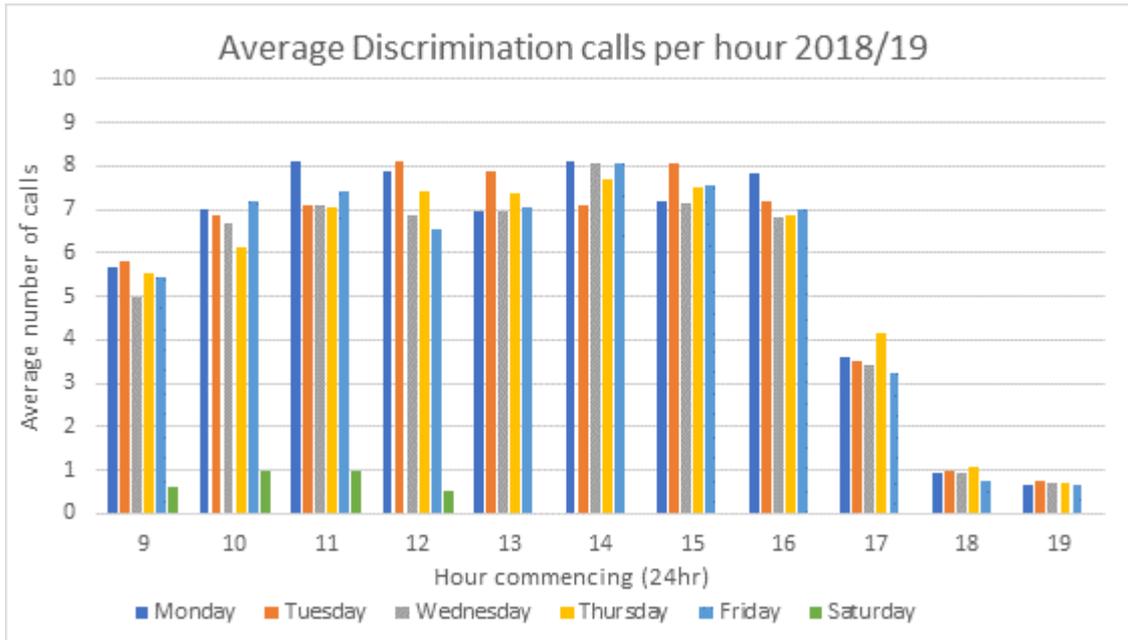
Please note that these charts show the total incoming call volume across the CLA Service and do not represent the amount of calls that were or will be received by any individual Provider or under any individual contract.

### D: Discrimination

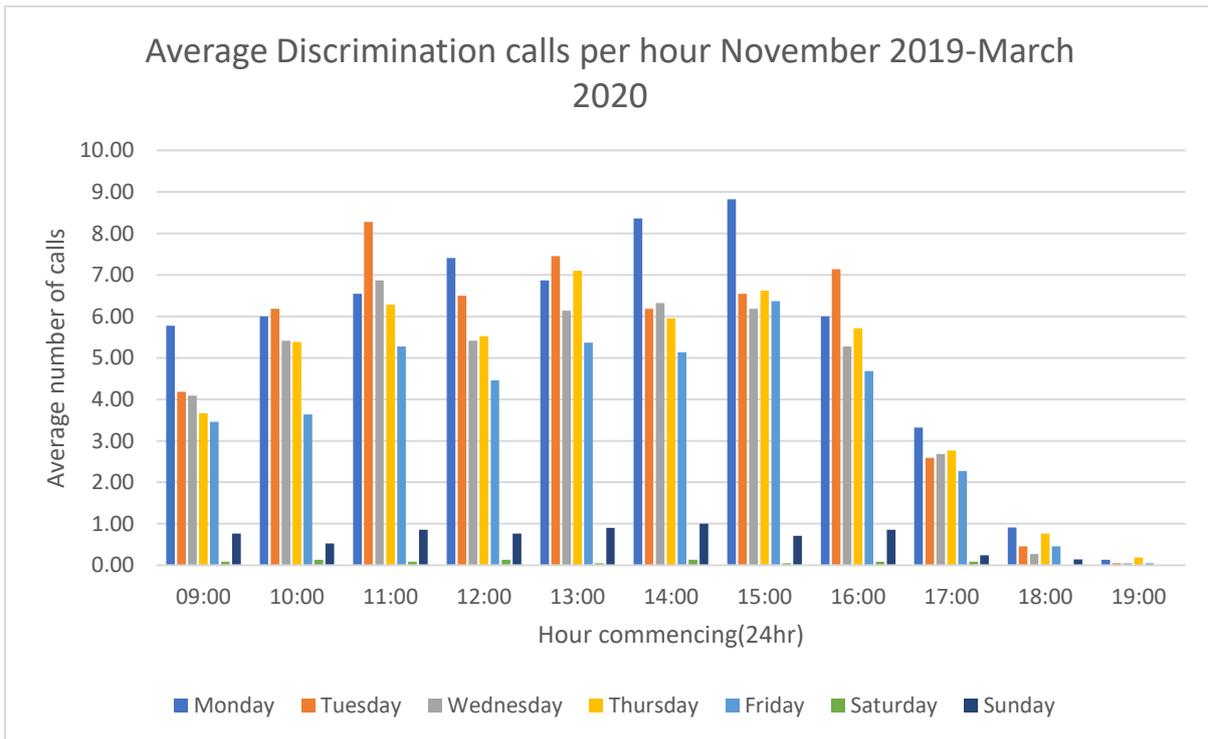
#### Chart D(i) - 2017/18



#### Chart D(ii) 2018/19



**Chart D(iii) 2019/20 (November 2019-March 2020 only\*)**

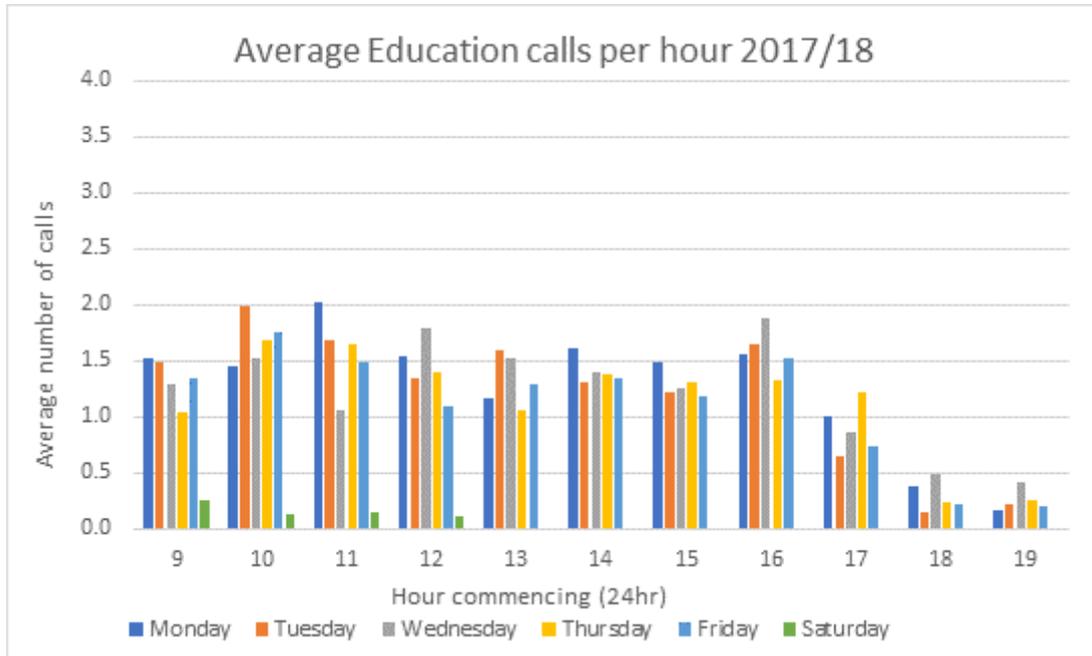


\*Due to the change in the CLA Operator Service provider, telephony data was not available in this format during the months April-October 2019.

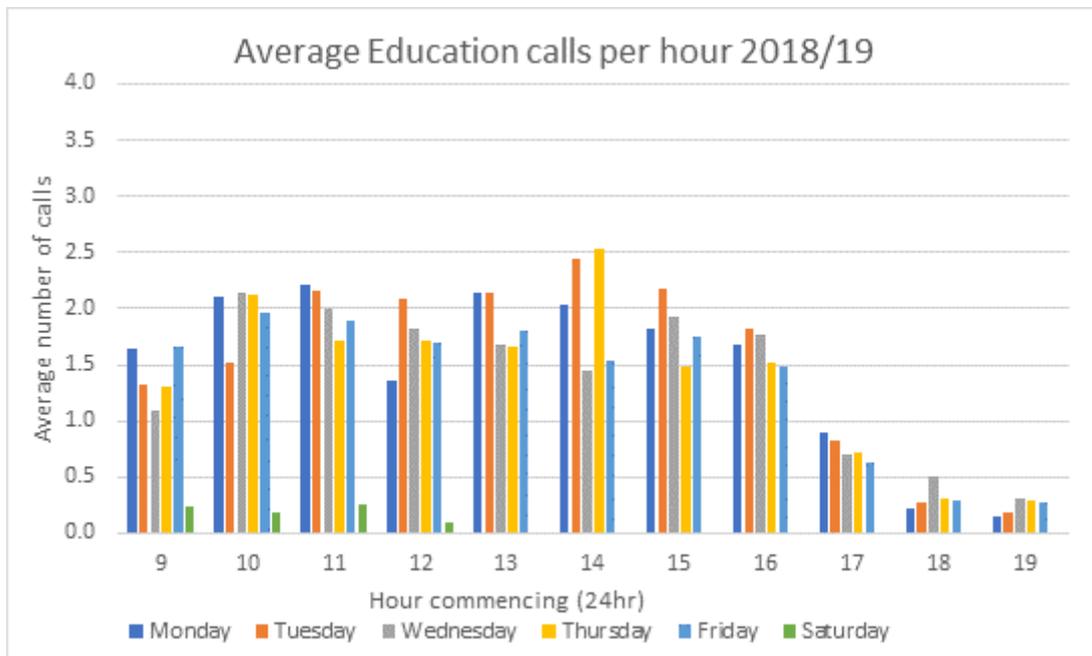


**E: Education**

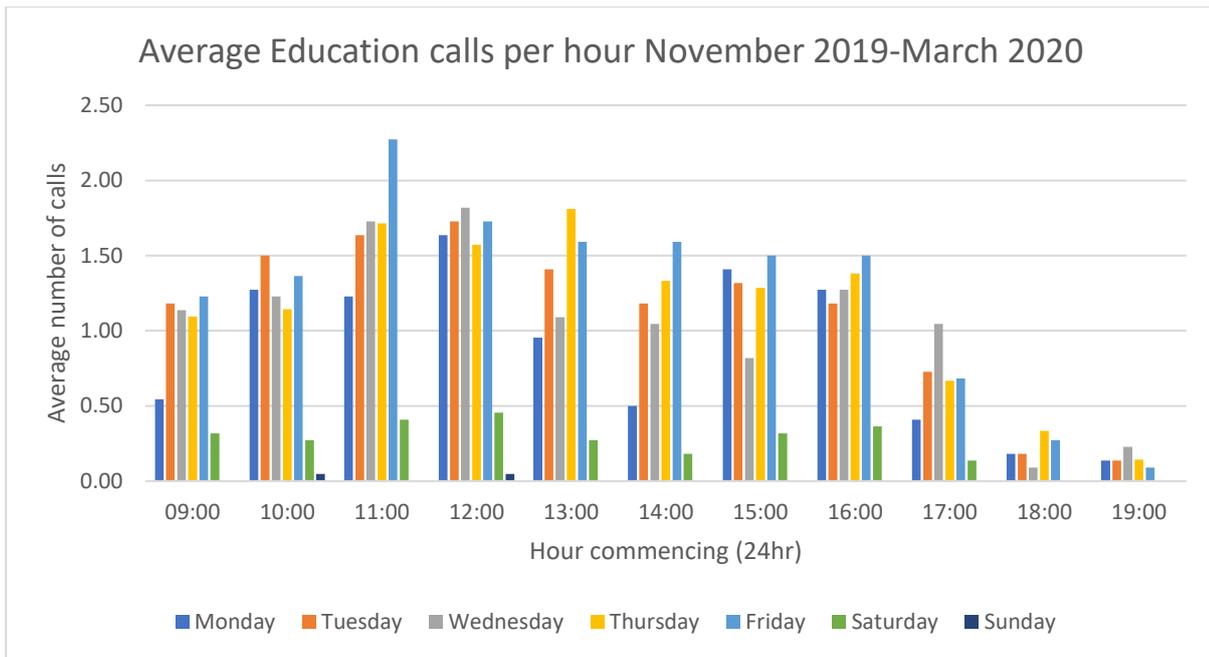
**E(i) 2017/18**



**E(ii): 2018/19**



**E(iii): 2019/20 (November 2019-March 2020 only\*)**



\*Due to the change in the CLA Operator Service provider, telephony data was not available in this format during the months April-October 2019.

## ANNEX B: SQ QUESTIONS AND ASSESSMENT

### Section A – organisation and contact details

|             |   |  |
|-------------|---|--|
| <b>Note</b> | <b>All Applicants must submit a response to this Selection Questionnaire (SQ), regardless of whether they have previously submitted a SQ Response as part of any other procurement process. Applicants must ensure that they complete and submit at least one of the relevant CLA Contract ITTs in addition to this SQ for CLA Contracts from April 2021. Applicants are only required to complete and submit one SQ regardless of the number of categories they are bidding for.</b> |  |
| <b>No.</b>  | <b>Question</b>   | <b>Response options and assessment</b>   |
| A.1         | Full name of Applicant including trading name(s) that will be used if successful in this procurement process  | Free text  |
| A.2         | Registered or head /main office address<br><br>Where the Applicant does not yet have a registered or head/main office, please enter “N/A”   | Free text  |
| A.3         | Postcode of registered or head/main office address<br><br>Where the Applicant does not yet have a registered or head/main office, please enter “N/A”  | Free text  |
| A.4.i       | Intended trading status   | Options list<br><br>a) Public limited company<br>b) Limited company<br>c) Limited liability partnership<br>d) Other partnership<br>e) Sole trader<br>f) Third sector |

|         |   |                                   |
|---------|---|-----------------------------------|
|         |   | g) Other                          |
| A.4.ii  | If you answered "Other" to question A.4.i, please explain your trading status   | Free text                         |
| A.4.iii | Will the Applicant be delivering the Contract Work as an Alternative Business Structure?  | Options list:<br>i) Yes<br>ii) No |
| A.4.iv  | Date of registration with Companies House or Charities Commission<br><br>Where the Applicant does not yet have a registered trading status, please enter "N/A"  | Free text                         |
| A.4.v   | Company registration number (if applicable)<br><br>If this does not apply to the Applicant, please answer "N/A"   | Free text                         |
| A.4.vi  | Charity registration number (if applicable)<br><br>If this does not apply to the Applicant, please answer "N/A"   | Free text                         |
| A.4.vii | Registered VAT number<br><br>If this does not apply to the Applicant, please answer "N/A"   | Free text                         |
| A.5     | Where the Applicant is required to provide a Personal Guarantee and Indemnity (e.g. where it is an LLP or limited company), please confirm the names of the individuals required and authorised to sign.<br>An Applicant with limited liability (unless a registered charity) must supply the LAA with a properly completed indemnity when requested.<br><br>Where the Applicant is not required to provide a Personal Guarantee and Indemnity, please answer "N/A" | Free Text                         |
| A.6     | LAA Account Number for registered or head/main office<br><br>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).   | Free text                         |

|        |  |   |
|--------|--|---|
|        | Where the Applicant does not currently have an LAA Account Number for this office, please enter “N/A”  |   |
| A.7.i  | Predecessor bodies – has the Applicant been subject to any change to its status in the three years preceding the date of its Selection Questionnaire Response submission? This may include (but is not limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership.   | Options list:<br>i) Yes<br>ii) No   |
| A.7.ii | If you answered “Yes” to question A.7.i, please provide details of all status changes in this time period.   | Free text   |
| A.8    | Parent companies – please list any organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders). In your response please include:<br><br>- Full name of the parent company<br>- Registered office address (if applicable)<br>- Registration number (if applicable)<br>- Head office VAT number (if applicable)<br><br>If the Applicant does not have any parent companies, please answer “N/A” | Free text   |
| A.9.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 “iii) N/A, exempt”<br><br>Where the Applicant answers “ii) No, not currently authorised” they must obtain authorisation from a Relevant Professional Body by the deadline stipulated in the relevant ITT IFA.  | Options list:<br>i) Yes, currently authorised (answer questions A.9.ii and A.9.iii)<br>ii) No, not currently authorised (answer question A.10)<br>iii) N/A, exempt (answer question A.10) |

|         |   |   |
|---------|---|---|
| A.9.ii  | If the Applicant has answered “Yes” to A.9i, which Relevant Professional Body is the Applicant authorised by?<br>”  | Options list:<br>i) Solicitors Regulation Authority<br>ii) Bar Standards Board<br>iii) CILEx Regulation |
| A.9.iii | If the Applicant has answered “Yes” to A.9.i please provide the authorisation number/reference  | Free text   |
| A.10    | The LAA will seek financial information about successful Applicants from the credit scoring agency, Dun & Bradstreet, using the D-U-N-S number provided in answer to this question. Information will be used to inform the LAA’s contract management approach. Applicants can find, or if necessary, apply for a Dun & Bradstreet D-U-N-S number at:<br><a href="https://www.dnb.co.uk/duns-number.html">https://www.dnb.co.uk/duns-number.html</a><br><br>Please provide the Applicant’s Dun & Bradstreet D-U-N-S number | Free text   |
| A.11    | Contact details for the purposes of the SQ – contact name and role within the Applicant   | Free text   |
| A.12    | Contact address and postcode  |   |
| A.13    | Contact email address   |   |
| A.14    | Contact telephone number  |   |
| Note    | Please note: A criminal record check for relevant convictions may be undertaken for successful Applicants and their Key Personnel   |   |

### Section B – grounds for mandatory exclusion

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

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

|     |  |  |
|-----|--|--|
|     | <p>If the Applicant answers “Yes” to question B.1 on convictions it may still avoid exclusion if it is able to demonstrate mitigating circumstances which the LAA deems to be satisfactory. If the Applicant is in that position, please provide details in the free text box to the supplementary question B.1(a) - (e).</p> <p>If the Applicant answers “Yes” to question B.2 on the non-payment of taxes or social security contributions, and has not paid or entered into a binding arrangement to pay the full amount, it may still avoid exclusion if only minor tax or social security contributions are unpaid or if it has not yet had time to fulfil its obligations since learning of the exact amount due. If the Applicant is in that position, please provide details in the free text boxes to the supplementary question B.2(a) - (f).</p> <p>Applicants that fail to provide the required information will be excluded. Applicants must be explicit and comprehensive in responding to these questions as this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the SQ Response) apply.</p> |  |
| B.1 | <p><b>Regulations 57(1) and (2)</b></p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on the following webpage, which should be referred to before completing these questions:<br/> <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</a></p> <p>Please indicate if, within the past five years the Applicant or any of its Key Personnel have been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage referred to above:</p> <ul style="list-style-type: none"> <li>a) Participation in a criminal organisation;</li> <li>b) Corruption;</li> <li>c) Fraud;</li> <li>d) Terrorist offences or offences linked to terrorist activities;</li> <li>e) Money laundering or terrorist financing;</li> <li>f) Child labour and other forms of trafficking in human beings.</li> </ul>   | <p>Yes (Fail, subject to information in B.1(a) – (e))</p> <p>No (Pass)</p> |

|   |   |   |
|---|---|---|
| B.1(a)  | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) convicted. If the response relates to the Applicant, please enter “Relates to Applicant”   | Free text   |
| B.1(b)  | Please explain which of the grounds listed the conviction was for and the reasons for conviction  | Free text   |
| B.1(c)  | Please give the date of the conviction  | Free text   |
| B.1(d)  | If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents   | Free text   |
| B.1(e)  | Have measures been taken to demonstrate the reliability of the Applicant despite the existence of a relevant ground for exclusion? If so, please give details of the steps taken by the Applicant.  | Free text   |
| B.2   | <p><b>Regulation 57(3)</b><br/> Within the past five years has the Applicant or any of its Key Personnel been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), to be in breach of obligations related to the payment of tax or social security contributions?</p> <p>Please note that if the Applicant is a new organisation which does not yet have obligations relating to payment of social security and taxes, it should still answer the question above in relation to its Key Personnel.</p> | Yes (Fail, subject to information in B.2(a) – (f))<br><br>No (Pass) |
| If the Applicant has answered “Yes” to question B.2, it must give details by answering questions B.2(a)– (f) below. |   |   |
| B.2(a)  | Please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”  | Free text   |
| B.2(b)  | Please explain what the obligations were, which the Applicant or any of its Key Personnel has failed to meet, including the name of the social security contribution or tax, the date(s) it fell due and the date of the binding decision referred to in B.2 above.   | Free text   |
| B.2(c)  | Please confirm that you have paid the outstanding sum (including the date paid in full) or give the value of unmet obligation(s)  | Free text   |



|        |  |            |
|--------|--|------------|
| B.2(d) | If the social security contribution or tax relates to the Applicant, please confirm the percentage value of the unmet obligation(s) of the Applicant's annual turnover. If the social security contribution or tax relates to Key Personnel, please enter "N/A".   | Free text  |
| B.2(e) | Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable:<br><ul style="list-style-type: none"> <li>- the date the agreement was made; and</li> <li>- any accrued interest and/or fines; and</li> <li>- the date by which the amount(s) were or will be repaid.</li> </ul> If no agreement is in place, please enter "No agreement" | Free text  |
| B.2(f) | Please attach evidence of the binding agreement reached, where appropriate. Where you do not have evidence of a binding agreement there is no need to attach a document.   | Attachment |

### Section C – grounds for discretionary exclusion

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

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

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

|  |  |  |
|--|--|--|
|  | <p><b>Regulation 57 (8)</b><br/> The detailed grounds for discretionary exclusion of an organisation are set out on the following webpage, which should be referred to before completing these questions:<br/> <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</a></p> |  |
|--|--|--|

|        |   |                                       |
|--------|---|---------------------------------------|
|        | Unless a different time period is specified in any question, please indicate if, within the past three years, anywhere in the world any of the following situations have applied to the Applicant or any of its Key Personnel.  |                                       |
| C.1    | Breach of environmental obligations, breach of social obligations and/or breach of labour law obligations?  | Yes (discretionary fail)<br>No (pass) |
|        | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.1 it must give details by answering questions C.1(a) - (d) below.  |                                       |
| C.1(a) | Please give details about the nature of the event(s) leading to this violation  | Free text                             |
| C.1(b) | Please give details about the nature of the violation and any sanction applied  | Free text                             |
| C.1(c) | Please give the date when the violation occurred  | Free text                             |
| C.1(d) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a violation   | Free text                             |
| C.2    | Is/has the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation (been): <ul style="list-style-type: none"> <li>• Bankrupt; or</li> <li>• the subject of insolvency; or</li> <li>• the subject of winding-up proceedings, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended; or</li> <li>• entered into a pre-pack administration arrangement; or</li> <li>• entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA); or</li> <li>• it is/has been in any analogous situation arising from a similar procedure under the laws and regulations of any State?</li> </ul> | Yes (discretionary fail)<br>No (pass) |
|        | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions as appropriate below.   |                                       |

|        |   |   |
|--------|---|---|
| C.2(a) | Where it relates to the Applicant please enter "Relates to Applicant".<br>Where this relates to a member of your Key Personnel please give the name and position of the person(s) involved.   | Free text   |
| C.2(b) | Is/has the Applicant or any member of its Key Personnel either at this organisation or any previous organisation (been) the subject of an IVA or a CVA as a result of the non-payment of taxes or social security contributions?  | Yes (Answer C.2(c) to C.2(i))<br>No (Answer C.2(j) to C.2(n)) |
| C.2(c) | Have/Are the outstanding taxes or social security contributions been/being repaid in full as a result of the imposition of the IVA or CVA? If yes, please also confirm the date they were/will be repaid in full.   | Free text   |
| C.2(d) | Please provide the value of the IVA or CVA when entered into  | Free text   |
| C.2(e) | What proportion of the outstanding taxes or social security contributions has been/will be repaid through the IVA/CVA, expressed as a percentage  | Free text   |
| C.2(f) | Please provide the date on which the IVA or CVA was entered into  | Free text   |
| C.2(g) | Where the IVA or CVA has been subject to any rescheduling of repayments, please provide: <ul style="list-style-type: none"> <li>• details of what changes were agreed, including the date when the rescheduling occurred; and</li> <li>• confirmation of changes to the repayment amount (including the amount the repayments were changed from); and</li> <li>• confirmation of any change to the date of discharge (including the original date of discharge).</li> </ul> Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A". | Free text   |
| C.2(h) | When is the IVA or CVA due to be discharged?  | Free text   |
| C.2(i) | On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable fall due?<br><br>For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.  | Free text   |
| C.2(j) | Have all payments of taxes and social security contributions for both the Applicant and each of its Key Personnel following the imposition of the IVA/CVA been met?   | Yes   |

|        |   |                                       |
|--------|---|---------------------------------------|
|        |   | No (Answer C.2(k) to C.2(n))          |
| C.2(k) | Where the Applicant has answered “No” to C2(j), please provide details of:<br>- the type liability owing (which tax or social security contribution); and<br>- to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and<br>- the amount of the outstanding liability; and<br>- the date on which the amount became due; and<br>- whether there is a binding agreement in place to repay the amount. | Free text                             |
| C.2(l) | Please give details of the type of event and the date on which it occurred  | Free text                             |
| C.2(m) | Please give details about the situation, including the amount of money involved and the date when the issue arose   | Free text                             |
| C.2(n) | Please give details about any measures the Applicant has taken to ensure that the situation is resolved and confirm the current position on repayments including the date by which the amount will be repaid.   | Free text                             |
| C.3    | Issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date?  | Yes (discretionary fail)<br>No (Pass) |
|        | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (e) below.  |                                       |
| C.3(a) | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”  | Free text                             |
| C.3(b) | Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued   | Free text                             |
| C.3(c) | Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued   | Free text                             |
| C.3(d) | Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid  | Free text                             |

|        |  |                                       |
|--------|--|---------------------------------------|
| C.3(e) | Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future  | Free text                             |
| C.4    | Guilty of professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee?   | Yes (discretionary fail)<br>No (pass) |
|        | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.4, it must give details by answering questions C.4 (a) - (e) below.   | Free text                             |
| C.4(a) | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”   | Free text                             |
| C.4(b) | Please give the date when the event(s) occurred  | Free text                             |
| C.4(c) | Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification   | Free text                             |
| C.4(d) | Please give: <ul style="list-style-type: none"> <li>the date that the finding of grave professional misconduct/disqualification was made. If no finding has been made to date, please give the date of any disciplinary body hearing date if known;</li> <li>detail of any sanction applied; and</li> <li>which body made the finding of guilt / is investigating the allegations</li> </ul> | Free text                             |
| C.4(e) | Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the finding or allegations of grave professional misconduct or disqualification.  | Free text                             |
| C.5    | Entered into agreements with other economic operators aimed at distorting competition?   | Yes (discretionary fail)<br>No (pass) |
|        | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.5, it must give details by answering questions C.5 (a) - (d) below.   |                                       |
| C.5(a) | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”   | Free text                             |

|        |  |                                       |
|--------|--|---------------------------------------|
| C.5(b) | Please give the date when the event(s) occurred  | Free text                             |
| C.5(c) | Please confirm the nature of the event(s) leading to an agreement with other market operators aimed at distorting competition  | Free text                             |
| C.5(d) | Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the distortion of competition.  | Free text                             |
| C.6    | Aware of any conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 due to the participation in the procurement procedure or been involved in the preparation of the procurement procedure?   | Yes (discretionary fail)<br>No (pass) |
|        | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.6, it must give details by answering question C.6(a) below.   | Free text                             |
| C.6(a) | Please describe the nature of the conflict, including how this might be perceived to compromise the Applicant’s impartiality and independence in the context of the procurement procedure.   | Free text                             |
| C.7    | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract (other than with the LAA), a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?<br><br>The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation that has had a contract terminated (other than by the LAA) within the last three years. | Yes (discretionary fail)<br>No (pass) |
|        | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.7, it must give details by answering questions C.7(a) - (h) below.  |                                       |
| C.7(a) | Please give the name of the organisation with whom this contract was held  | Free text                             |
| C.7(b) | Please give the date on which this contract commenced  | Free text                             |
| C.7(c) | Please give the value of the contract and the time period for which the full contract was due to run   | Free text                             |
| C.7(d) | Please confirm the nature of the sanction that was applied   | Free text                             |
| C.7(e) | Please give the date when the early termination/damages/comparable sanction took effect  | Free text                             |
| C.7(f) | If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination relates. If the termination relates to the Applicant, please answer "Relates to Applicant"   | Free text                             |

|        |  |  |
|--------|--|--|
| C.7(g) | Please confirm the reason for the early termination/damages/comparable sanction  | Free text  |
| C.7(h) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/damages/comparable sanction  | Free text  |
| C.8    | <p>Had any contract with the LAA or its predecessor body terminated in whole or in part within the last five years (not restricted to civil contracts), or is it currently in receipt of a notice to terminate?</p> <p>The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation who has had a contract with the LAA or its predecessor body terminated in whole or in part within the last five years or is currently in receipt of a notice to terminate.</p> <p>For the avoidance of doubt, do not answer “Yes” if the termination was by the LAA in accordance with its “no fault” termination rights.</p> | <p>Yes (discretionary fail)</p> <p>No (Pass)</p> |
|        | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.8, it must give details by answering questions C.8(a) - (f) below.  |  |
| C.8(a) | <p>Please indicate whether the Applicant’s termination or notice to terminate relates to the whole contract or a particular Category of Law.</p> <p>If the termination relates to a particular Category of Law, please state which.</p>  | Free text  |
| C.8(b) | Please give the date when the termination took effect/notice to terminate was received   | Free text  |
| C.8(c) | If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to the Applicant, please answer "Relates to Applicant"   | Free text  |
| C.8(d) | Please confirm the reason for the termination/notice to terminate  | Free text  |
| C.8(e) | If the Applicant has received a notice to terminate, please tell us what has happened since the notice was received, and what stage the Applicant is at in any appeal process. If the appeal process has concluded, or the Applicant chose not to appeal, please confirm the outcome of the appeal or that the Applicant chose not to appeal, as appropriate.  | Free text  |
| C.8(f) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination   | Free text  |

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|---------|--|--|
| C.9     | <p>Received either:<br/> a) two consecutive Peer Review ratings of 4; or<br/> b) two consecutive Peer Review ratings of 5,</p> <p>in any Civil Category of Law following the outcome of any appeal in the last 5 years?<br/> The Applicant must also answer “Yes” to this question if any of its Key Personnel received two consecutive Peer Review ratings of 4 or a Peer Review rating of 5 whilst working as Key Personnel at another organisation in the last 5 years.</p>   | <p>Yes (discretionary fail)</p> <p>No (Pass)</p> |
|         | Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, you must give details by answering questions C.9 (a) - (d) below.   |  |
| C.9(a)  | Please confirm the Category(ies) of Law in which the Peer Review rating(s) have been received  | Free text  |
| C.9(b)  | Please confirm the Peer Review rating(s) received  | Free text  |
| C.9(c)  | Please give the dates when you were notified of the relevant Peer Review rating(s)   | Free text  |
| C.9(d)  | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Peer Review rating(s)  | Free text  |
| C.10    | <p>Has anyone in your organisation received notification from the LAA that they may not conduct publicly funded work under an LAA Contract?</p> <p>For the avoidance of doubt this includes any Civil, Crime, VHCC, CLA, HPCDS or Exceptional Case Contract.</p> <p>Any individual who has received notification from the LAA that they may not conduct publicly funded work under an LAA Contract may not conduct publicly funded work under a 2021 Civil Legal Advice Contract</p> <p>Where that individual is a member of your Key Personnel, the Applicant may be excluded from the procurement process, subject to an assessment of the questions below</p> | <p>Yes (discretionary fail)</p> <p>No (pass)</p> |
|         | Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, you must give details by answering questions C.10(a) - (h) below.  |  |
| C.10(a) | Please provide the full name(s) of the individual(s) who have been notified that they may not conduct publicly funded work under an LAA contract?  | Free text  |
| C.10(b) | Is/are the individual(s) a member of Key Personnel?  | Option:  |



|         |   |                                       |
|---------|---|---------------------------------------|
|         |   | Yes<br>No                             |
| C.10(c) | Please confirm the job title(s) of the individual(s) who has/have been notified that they may not conduct publicly funded work under an LAA contract  | Free text                             |
| C.10(d) | Please provide the date on which the individual(s) was/were notified  | Free text                             |
| C.10(e) | Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract.  | Free text                             |
| C.10(f) | Please provide a copy of the letter sent by the LAA informing the Applicant/individual(s) of this restriction   |                                       |
| C.10(g) | What action has the Applicant undertaken to ensure that the individual does not conduct publicly funded work under an LAA contract?   | Free text                             |
| C.10(h) | What action has the Applicant and/or individual undertaken to ensure that the events which led to the individual excluded from conducting publicly funded work under an LAA contract does not occur again?  | Free text                             |
|         | <b>Please answer the following statements:</b>  |                                       |
| C.11    | The Applicant —<br>(i) is/has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or<br>(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015 | Yes (discretionary fail)<br>No (pass) |
|         | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.11, it must give details by answering questions C.11(a) - (e) below.   |                                       |
| C.11(a) | Please give the name of the contracting authority from whom your organisation withheld/misrepresented information   | Free text                             |
| C.11(b) | Please confirm the nature of the affected contract(s)   | Free text                             |
| C.11(c) | Please give the date when the event(s) occurred   | Free text                             |
| C.11(d) | Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information   | Free text                             |
| C.11(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information   | Free text                             |

|         |  |                                       |
|---------|--|---------------------------------------|
| C.12    | The Applicant or any of its Key Personnel has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes (discretionary fail)<br>No (pass) |
|         | <b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.12, it must give details by answering questions C.12(a) - (e) below.  |                                       |
| C.12(a) | Please give the name of the contracting authority(ies) affected  | Free text                             |
| C.12(b) | Please confirm the nature of the affected contract(s)  | Free text                             |
| C.12(c) | Please give the date when the event(s) occurred  | Free text                             |
| C.12(d) | Please confirm the action taken by the contracting authority as a result of the Applicant’s action   | Free text                             |
| C.12(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/negligently or materially influencing procurements and/or contracting authorities  | Free text                             |
| C.13    | Have any of the Applicant’s Key Personnel (irrespective of which organisation they were working for) received any conditions on their practising certificates imposed by a regulatory body, Relevant Professional Body or Complaints Body within the last three years?   | Yes (discretionary fail)<br>No (Pass) |
|         | <b>Exceptional circumstances</b> – if the Applicant has answered “yes” to question C.13, it must give details by answering questions C.13(a) – (e) below.  |                                       |
| C.13(a) | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved.   | Free text                             |
| C.13(b) | Please give details about the nature of the event(s) leading to the imposition of the condition(s), including the date when the event(s) occurred  | Free text                             |
| C.13(c) | Please give details of the condition(s) that were imposed, including the date they were imposed  | Free text                             |
| C.13(d) | Please give details of the nature of any current condition(s) on practising certificates   | Free text                             |
| C.13(e) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of condition(s)   | Free text                             |
| C.14    | Is the Applicant a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?  | Yes (Answer C.14(a))<br>No (Pass)     |

|         |   |   |
|---------|---|---|
| C.14(a) | If you have answered yes to question C.14 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?   | Yes (pass)<br>(Answer C.14(b))<br>No (discretionary fail) |
| C.14(b) | Please provide the relevant URL to view the statement   | Free text   |
|         | <b>Exceptional circumstances</b> – if the Applicant has answered “No” to question C.14(a), it must give details by answering question C.14(c) below.  |   |
| C.14(c) | Please provide all relevant information for the LAA to consider your exceptional circumstances including why you are currently not compliant and what steps are being taken to become compliant with the Act. Please provide timescales for activity to be completed. | Free text   |

#### Section D – Declaration

I give my undertaking that I am 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 Solicitors Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where 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 CILEx Regulation (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 so authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct. I understand that the information will be used in the process to assess the Applicant’s suitability to be offered a 2021 Civil Legal Advice Contract.

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

|  | Question | Response Type |
|--|----------|---------------|
|--|----------|---------------|

|     |  |  |
|-----|--|--|
| D.1 | Name of the individual making declaration on behalf of the Applicant | Free text  |
| D.2 | Status within the Applicant organisation                             | Option List:<br>i) COLP or intended COLP<br>ii) HOLP or intended HOLP<br>iii) CM or intended CM<br>iv) Key Personnel |

## ANNEX C: QUALITY AWARD CRITERIA AND ASSESSMENT GUIDANCE

The Technical Envelope in each CLA Category ITT contains the Quality Award Criteria and Applicants must respond to the Quality Award Criteria specific to the relevant Category of Law.

An Applicant wishing to tender for a CLA Contract in a single Category of Law (i.e. Education only or Discrimination only) must submit a SQ Response and an ITT Response for the relevant Category of Law.

An Applicant wishing to tender for a CLA Contract in both the Education and Discrimination Categories must submit a SQ Response and a separate ITT Response for each Category of Law.

There are separate Quality Award Criteria for Education Lot 1 and Lot 2, which is reflected in the sub-criteria question text.

### EDUCATION CATEGORY OF LAW

#### SUMMARY OF QUALITY AWARD CRITERIA AND WEIGHTING

|   | Quality Award Criteria                                  | Sub-Criteria  | Lot 1  |                                  |  | Lot 2  |                                  |  |
|---|---|---|--|----------------------------------|--|--|----------------------------------|--|
|   |   |   | Sub-Criteria Weighting   | Quality Award Criteria Weighting | Total Quality Award Criteria Weighting | Sub-Criteria Weighting   | Quality Award Criteria Weighting | Total Quality Award Criteria Weighting |
| Quality Award Criteria (Technical Envelope) | Non-assessed information<br><i>Lot bid</i>              | L1 – Please confirm the Lot you are tendering for:<br><ul style="list-style-type: none"> <li>- Lot 1 (20% of the total Education Category Contract Work) or</li> <li>- Lot 2 (60% of the total Education Category Contract Work)</li> </ul> | <i>Non-scored<br/>(The Applicant's answer will determine the Quality Award Criteria to be answered).</i> |                                  |  |  |                                  |  |
|   | Non-assessed information<br><i>(Pass/Fail Elements)</i> | N1 – Submission Requirement:<br>Staff Organogram<br>Please provide your Staff Organogram showing all staff that will be deployed to implement and   | <i>Pass/Fail<br/>(Pass = provision of N1 Staff Organogram)</i>   |                                  |  | <i>Pass/Fail<br/>(Pass = provision of N1 Staff Organogram)</i> |                                  |  |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  | <p>deliver the Contract Work and the role they will each undertake. This includes Key Personnel, Supervisors, Caseworkers, and Management Team. For each role, you need to provide:</p> <ul style="list-style-type: none"> <li>a) the name of the staff member employed (or with a Signed Engagement Agreement to employ). Alternatively, indicate where the post is vacant;</li> <li>b) the title of their role, the main duties to be performed and their relevant qualifications for delivering the Service;</li> <li>c) the number of hours per week each staff member will work delivering the Service, stipulating the proportion of an FTE that the role provides;</li> <li>d) the basis of their employment (permanent, fixed term, temporary). Where temporary, stipulate how long the position will last;</li> <li>e) reporting structures.</li> </ul> |  |  |
|  |  | <p>N2 - Submission Requirement: Resourcing Plan</p> <p>Please complete and upload a Resourcing Plan Template detailing the staff (Caseworkers and Supervisors) that will deliver the CLA Service.</p>  | <p><i>Pass/Fail</i><br/>(Pass = provision of N2 Resourcing Plan)</p> | <p><i>Pass/Fail</i><br/>(Pass = provision of N2 Resourcing Plan)</p> |

|  |                                |  |  |       |    |  |       |    |
|--|--------------------------------|--|--|-------|----|--|-------|----|
|  |                                | Copies of the Resourcing Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in the applicable ITT.   |  |       |    |  |       |    |
|  |                                | <p>N3 - Submission Requirement: Implementation Plan</p> <p>Please complete and upload an Implementation Plan to demonstrate how the service will be operational by the Service Commencement Date and how this will be achieved.</p> <p>Your Implementation Plan must indicate the timetable and milestones which you will meet to ensure that all aspects of the Contract Work will be ready, specifically:</p> <ul style="list-style-type: none"> <li>a) Recruitment;</li> <li>b) IT &amp; telephony infrastructure;</li> <li>c) Office requirements;</li> <li>d) Induction plan;</li> <li>e) Achievement of Quality Standard.</li> </ul> <p>Copies of the Implementation Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in the applicable ITT.</p> | <i>Pass/Fail</i><br>(Pass = provision of N3 Implementation Plan) |       |    | <i>Pass/Fail</i><br>(Pass = provision of N3 Implementation Plan) |       |    |
|  | <b>1: Staffing the Service</b> | 1.1: Skills and experience of staff delivering specialist legal advice   | 4.96   | 18.66 | 60 | 4.96   | 18.66 | 60 |
|  |                                | 1.2: Skilled and experienced staff delivering Remote Advice  | 4.04   |       |    | 4.04   |       |    |

|  |   |  |          |           |  |           |       |
|--|---|--|----------|-----------|--|-----------|-------|
|  |   | 1.3: Staff Recruitment   | 4.04     |           |  | 4.04      |       |
|  |   | 1.4: Succession Planning   | 2.47     |           |  | 2.47      |       |
|  |   | 1.5: Staff Training  | 3.15     |           |  | 3.15      |       |
|  | <b>2: Delivering a Quality Service</b>      | 2.1: Supervision of staff delivering specialist legal advice - <b>Minimum scoring requirement of 2</b> | 4.94     | 14.15     |  | 4.94      | 14.15 |
|  |   | 2.2: Compliance with Service Standards   | 4.49     |           |  | 4.49      |       |
|  |   | 2.3: Performance against KPIs  | 4.72     |           |  | 4.72      |       |
|  | <b>3: Capacity Planning for the Service</b> | 3.1: Infrastructure  | 5.17     | 21.57     |  | 5.17      | 21.57 |
|  |   | 3.2a): Contract Resourcing - <b>Minimum scoring requirement of 2</b>                                   | 4.04     |           |  | 4.04      |       |
|  |   | 3.2b): Ongoing Forecasting and Resourcing.   | 2.92     |           |  | 2.92      |       |
|  |   | 3.2c): Capacity to undertake casework  | 2.70     |           |  | Not used  |       |
|  |   | 3.3: Business Continuity and Disaster Recovery plan (BCDR)   | 2.92     |           |  | 2.92      |       |
|  |   | 3.4: Cyber Security  | 3.82     |           |  | 3.82      |       |
|  |   | 3.5: Expansion Resourcing  | Not used |           |  | 2.70      |       |
|  |   |  |          |           |  |           |       |
|  | <b>4: Implementation of the Service</b>     | 4.1: Implementation Plan - <b>Minimum scoring requirement of 2</b>                                     | 5.62     | 5.62      |  | 5.62      | 5.62  |
|  | <b>Declaration</b>                          | Declaration<br><i>Pass = (provision of signed declaration)</i>   |          | Pass/Fail |  | Pass/Fail |       |

## EDUCATION – QUALITY AWARD CRITERIA AND ASSESSMENT GUIDANCE

Detail of the Quality Award Criteria and assessment guidance for the Education Category are provided below. There are separate Quality Award Criteria for Education Lot 1 and Lot 2, with a different sub-criterion 3.5 applying to each Lot. It is recommended that Applicants review the Quality



Award Criteria assessment guidance incorporated into this annex to understand the approach that will be taken to evaluating each question within the Quality Award Criteria.

### Quality Award Criterion 1- Staffing the Service

| No.   | Sub-criteria   | Rationale   | Assessment Guidance  |
|---|--|---|--|
| <p>This Quality Award Criterion is about how the Applicant will ensure it has staff with sufficient skills and experience to deliver the Contract Work in accordance with the CLA Contract.</p> |  |   |  |
| <p>1.1</p> <p><i>Skills and experience of staff delivering specialist legal advice</i></p>  | <p>Using the Named Individuals in your Staff Organogram in question N.1, please use the text box(es) provided to explain how the Caseworkers, Supervisors and Key Personnel have the relevant skills and experience in delivering specialist legal advice in the Category of Law for which they have bid to effectively deliver a high quality of legal advice to clients.</p> | <p>This question is intended to assess the skills and experience of the Applicant and the Named Individuals relevant to Contract Work.</p> <p>Higher scores will be awarded to Applicants that provide the LAA with a high level of confidence that the Applicant will have skilled and experienced staff in place to deliver specialist legal advice in the relevant Category.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of the breadth and depth of the skills and experience of: <ul style="list-style-type: none"> <li>• Caseworkers;</li> <li>• Supervisors; and</li> <li>• Key Personnel.</li> </ul> </li> <li>- Details showing that Contract Work will be delivered by individuals with relevant skills and experience to deliver the Contract Work in the Category for which they have bid.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that advice will be delivered by individuals with significant skills and experience. This could include:</b></p> <ul style="list-style-type: none"> <li>- Supervisors to be deployed by the Applicant having experience in supervising the delivery of advice across a broad range of case types in the Category for which they have bid.</li> <li>- Caseworkers deployed by the Applicant having significant experience in delivering casework in the Category for which they have bid.</li> </ul> |

|   |  |   |   |
|---|--|---|---|
|   |  |   | <ul style="list-style-type: none"> <li>- A high ratio of the staff the Applicant will deploy to perform Casework also meet the definition of a Supervisor in the Category for which they have bid.</li> </ul>   |
| <p>1.2</p> <p><i>Skills and experience of staff in delivering Remote Advice</i></p> | <p>Using the Named Individuals in your Staff Organogram in question N.1, please use the text box(es) provided to explain how the Caseworkers, Supervisors and Key Personnel have the skills and experience to deliver Remote Advice within a Dedicated Telephone Advice Service.</p> | <p>This question is intended to assess the skills and experience of the Applicant and the Named Individuals in delivering Remote Advice.</p> <p>For the avoidance of doubt, this question is concerned with the delivery and management of advice delivered to Clients through a Dedicated Telephone Advice Service as opposed to providing advice over the telephone as part of a Case which is primarily conducted through Face to Face Advice.</p> <p>Higher scores will be awarded to Applicants that provide the LAA with a high level of confidence that the Applicant will have an appropriate level of skilled and experienced staff in place to deliver Contract Work.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of the skills and experience of: <ul style="list-style-type: none"> <li>• Caseworkers,</li> <li>• Supervisors,</li> <li>• Key Personnel, and</li> <li>• Management Team</li> </ul> </li> </ul> <p>in delivering and managing advice to Clients through a Dedicated Telephone Advice Service.</p> <ul style="list-style-type: none"> <li>- Details showing that the Applicant will use Named Individuals with relevant skills and experience to deliver a Remote Advice service</li> <li>- Details showing that the Applicant will use Named Individuals who are experienced in identifying and responding to the needs of Clients in providing Remote Advice.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that advice will be delivered and managed by Named Individuals with significant skills and experience. This could include:</b></p> <ul style="list-style-type: none"> <li>- The majority of Caseworkers and Supervisors to be deployed on the Service having relevant skills and experience in the delivery of specialist legal advice delivered as Remote Advice.</li> </ul> |

|                                 |   |  |   |
|---------------------------------|---|--|---|
|                                 |   |  | <ul style="list-style-type: none"> <li>- Key Personnel and members of the Management Team having high levels of skills and experience of managing the delivery of a Dedicated Telephone Advice Service.</li> </ul>  |
| 1.3<br><i>Staff Recruitment</i> | <p>With reference to any vacancies identified in your Staff Organogram, in the text box(es) provided please outline the recruitment processes that you will undertake to fill any vacant post in your Staff Organogram (provided in answer to question N.1) by the Service Commencement Date.</p> <p>If you currently have no vacant posts to fill you should state this and explain the process that you will follow if posts currently filled become vacant prior to the Service Commencement Date.</p> | <p>This question is intended to assess the Applicant's plans to ensure the Service will be fully resourced with sufficiently skilled staff by the Service Commencement Date.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a higher level of confidence that the Applicant will have staff with sufficient skills and experience deployed to the Service by the Service Commencement Date and whose recruitment practices provide a level playing field to persons from all backgrounds and circumstances.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of the Applicant's plans to fill any vacant posts to ensure they are fully resourced with appropriately skilled staff for the Service Commencement Date.</li> <li>- A description of how the Applicant will undertake recruitment in a way that ensures persons from all backgrounds and circumstances can benefit from recruitment opportunities</li> <li>- dates and timescales for any recruitment activity along with the names and responsibilities of Key Personnel involved.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Individuals necessary to deliver the Service will be in place. This could include;</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant has a low number of individuals to recruit for the Service Commencement Date.</li> <li>- Evidence that the process(es) to attract, select and appoint sufficiently skilled and experienced staff are likely to lead to successful and timely recruitment.</li> <li>- A nominated recruitment lead with sufficient standing within the organisation, who has significant and relevant recruitment skills and experience.</li> </ul> |
| 1.4                             | Referring to the roles in your Staff Organogram   | This question is intended to assess the Applicant's plans to ensure the Service  | <b>The answer should include:</b>   |

|                                      |   |  |  |
|--------------------------------------|---|--|--|
| <p><i>Succession Planning</i></p>    | <p>given in answer to question N.1, in the text box(es) provided please outline how you will manage your ongoing recruitment and staff succession requirements throughout the entire Contract Period (including any extension periods).</p> <p>As part of your response you should include detail of how you will attract good candidates, minimise turnover of staff and improve productivity.</p> | <p>will be fully resourced with sufficiently skilled staff throughout the Contract Period.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a higher level of confidence that the Applicant will be able to recruit and maintain adequate numbers of staff with sufficient skills and experience from the Service Commencement Date and throughout the Contract Period.</p> | <ul style="list-style-type: none"> <li>- An outline of the approach to succession planning and replacement of outgoing staff deployed to the Service, including <ul style="list-style-type: none"> <li>• Caseworkers,</li> <li>• Supervisors and</li> <li>• Management Team</li> </ul> </li> <li>- A description of how the Applicant will ensure that it offers a salary and benefits package that will attract high-quality applicants to fill positions including <ul style="list-style-type: none"> <li>○ Caseworkers,</li> <li>○ Supervisors and</li> <li>○ Management Team</li> </ul> </li> <li>- A description of how the Applicant's training and succession plan will encourage individuals to develop a specialism in the relevant category of law</li> <li>- A description of how the Applicant will minimise staff turnover and improve productivity of staff deployed to the Service.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that they will have effective succession-planning processes in place, for example:</b></p> <ul style="list-style-type: none"> <li>- Evidence that the succession-planning processes outlined above have been successfully used by the Applicant previously</li> </ul> |
| <p>1.5<br/><i>Staff Training</i></p> | <p>Using the Named Individual(s) on your Staff Organogram given in answer to question N.1, in the text box(es) provided</p>   | <p>This question is intended to assess the Applicant's understanding of its skills base and its ability to identify and address the training needs of staff.</p>   | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A credible approach for regularly assessing the current skills base and identifying development and training requirements in relation to:</li> </ul>   |

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|  | <p>please explain how you will develop the knowledge and skills of staff in the longer term to maintain and increase the quality of the Service provided throughout the Contract Period. The response should include how you will assess the skills base of your Caseworker and Supervisor staff to ensure they develop their knowledge and skills.</p> | <p>Higher scores will be awarded to Applicants that can provide the LAA with a higher level of confidence that the longer-term training needs of staff will be identified and addressed throughout the Contract Period.</p> | <ul style="list-style-type: none"> <li>• specialist legal knowledge to deliver the Service in the Category for which they have bid, including assessing whether a prospective Client’s problem falls within the scope of Civil Legal Aid funding within the Category or which they have bid, applying the means, merits eligibility tests;</li> <li>• providing Remote Advice in accordance with the CLA Contract, including responding to the needs of Clients with Relevant Protected Characteristics;</li> </ul> <ul style="list-style-type: none"> <li>- Evidence of how identified development and training requirements of staff will be addressed to improve the skills of staff throughout the Contract Period.</li> <li>- Nominated training leads with relevant subject matter expertise and experience in delivering training.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will have effective staff training processes in place, for example:</b></p> <ul style="list-style-type: none"> <li>- A demonstrable investment in learning and development to develop staff beyond the minimum level of skills required to deliver Contract Work.</li> <li>- A Named Individual responsible for developing and implementing a training programme and who has significant experience of successfully developing staff skills at an organisational level.</li> </ul> |
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**Quality Award Criterion 2- Delivery of a Quality Service**

| No.  | Sub-criteria | Rationale | Assessment Guidance |
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| <p>This Quality Award Criterion is about how Applicants will deliver a high-quality service with high levels of Client care.</p> |              |           |                     |

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| <p>2.1</p> <p><i>Supervision of staff delivering specialist legal advice</i></p> | <p>Please use the text box(es) provided to outline how you will ensure effective Supervision to ensure the delivery of high-quality Contract Work.</p> | <p>This question is intended to assess the effectiveness of the Applicant's Supervision of the Caseworkers delivering advice and management of the quality of Contract Work.</p> <p>Higher points will be awarded to Applicants who provide the LAA with a high level of confidence that the Applicant will effectively Supervise the delivery of high-quality Contract Work in accordance with the requirements of the CLA Contract.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of how the Applicant will deliver effective Supervision of Caseworkers to ensure that Contract Work delivered by Caseworkers is subject to quality assurance.</li> <li>- With reference to Named Individuals provided, a description of how the Applicant will use Supervision to ensure that: <ul style="list-style-type: none"> <li>• There is accurate assessment of whether Clients and their legal problems are within scope for Legal Aid funding;</li> <li>• Determinations of whether a Client is suitable for Remote Advice are effective and occur <b>before</b> a Case is opened;</li> <li>• Cases are closed in a timely manner once they have been actioned appropriately, taking into consideration the nature and complexity of the Client's issue; and</li> <li>• Caseworkers have and use appropriate skills when delivering Remote Advice.</li> </ul> </li> </ul> <p>In providing a response to this question the Applicant's answer should also include details of file review processes, including the frequency and Named Individual(s) undertaking the reviews.</p> <p><b>Extra points may be awarded where the answer provided gives a higher level of assurance that Supervision will be effectively carried out, for example:</b></p> <ul style="list-style-type: none"> <li>- Evidence and examples of how the Supervision processes above will be tailored to supervise Caseworkers with different levels of skills and experience</li> </ul> |
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|  |   |   | <ul style="list-style-type: none"> <li>- Evidence and examples of how the Supervision approach has been successfully used by the Applicant previously, including the outcome.</li> </ul>   |
| <p>2.2</p> <p><i>Compliance with Service Standards</i></p> | <p>Please use the text box(es) provided to outline how you will ensure you will comply with the Service Standards in Section 4 of the Specification.</p>  | <p>This question is intended to assess the effectiveness of the Applicant's plans to ensure compliance with the Service Standards.</p> <p>Higher points will be awarded to Applicants who provide the LAA with a high level of assurance that the Applicant will deliver Contract Work in compliance with the Service Standards in the Specification.</p>   | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Details of a systematic approach to ensure compliance with the Service Standards in the Specification throughout the Contract Period.</li> <li>- An adequate number of staff resources deployed for compliance purposes, with an outline of their skills and experience relevant to achieving success in a compliance role.</li> <li>- The Named Individuals with appropriate standing in the organisation with accountability for the compliance with the Service Standards.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will deliver work in compliance with the Service Standards.</b></p> |
| <p>2.3</p> <p><i>Performance against KPIs</i></p>          | <p>Please use the text box(es) provided to describe how you will monitor performance against Contract KPIs and how you will you will quickly and effectively take action in the event of a failure, or an identified risk of future failure, to meet a KPI.</p> | <p>This question is intended to assess the Applicant's plan to monitor Contract KPIs and to ensure that Contract KPIs are met throughout the Contract Period.</p> <p>Higher scores will be awarded to Applicants that can provide evidence of considered and well-developed processes together with staff with relevant skills and experience that will ensure effective identification of potential or actual failures in KPIs and</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Details of the practical processes the Applicant will have in place to monitor performance against Contract KPIs</li> <li>- Robust plans to address any failure to meet a Contract KPI.</li> <li>- The steps the Applicant will take to notify the LAA of a failure to meet a Contract KPI in accordance with the CLA Contract.</li> </ul>   |

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|  | <p>As part of your response please refer, where applicable, to the Named Individual(s) in your Staff Organogram given in answer to question N.1 who will be responsible for managing the delivery of the Service to meet the KPIs and the skills and experience which will support their effective performance in this role.</p> | <p>that will enable the Applicant to react quickly and effectively.</p> | <ul style="list-style-type: none"> <li>- Full details of the staff responsible for ensuring that service delivery will meet the KPIs.</li> <li>- A clear internal escalation process in the event that the Applicant fails to meet at KPI.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will meet the Contract KPIs, for example:</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant has an effective approach to identify the likelihood of failing to meet a KPI and details of the action an Applicant will take to prevent a KPI failure occurring.</li> <li>- A higher level of assurance that staff with the appropriate standing in the organisation will have responsibility for managing the KPIs.</li> </ul> |
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### Quality Award Criterion 3 - Capacity Planning

| No.   | Sub-criteria  | Rationale   | Assessment Guidance  |
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| <p>This Quality Award Criterion is about putting in place sufficient capacity to effectively deliver the Service.</p> |   |   |  |
| <p>3.1<br/><i>Infrastructure</i></p>  | <p>Referring to the Implementation Plan given in answer to question N.3, please use the text box(es) provided to describe the telephony infrastructure which you will use to effectively deliver the CLA Service, stating clearly how you will manage and maintain this infrastructure to support</p> | <p>This question is intended to assess whether the Applicant will have adequate telephony infrastructure in place to deliver Contract Work.</p> <p>Higher scores will be awarded to Applicants that can evidence that they have clear, well-developed and credible plans to deliver high-quality, resilient and secure telephony infrastructure that will be used to deliver a high-quality service to the Clients using the CLA Service.</p> | <p><b>The answer should include</b></p> <ul style="list-style-type: none"> <li>- A description of the telephony infrastructure that will be used to deliver the Contract Work.</li> <li>- How the telephony infrastructure will meet the requirements in Annex 4 of the CLA Contract, including: <ul style="list-style-type: none"> <li>• Different DDI numbers being used for front-door and back-door telephony;</li> <li>• Sufficient capacity to receive and make telephone calls based on the Call volume information published in this IFA;</li> </ul> </li> </ul> |



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|  | <p>the delivery of the Service throughout the Contract Period.</p> <p>If you already have the telephony infrastructure in place, please state this and outline how this meets the Contract requirements.</p>   |  | <ul style="list-style-type: none"> <li>• Evidence that the telephony infrastructure can operate in accordance with the Remote Specialist Telephony Handbook; and</li> <li>• Evidence that the telephony infrastructure and overall Service can be delivered in accordance with the LAA Data Security requirements and guidance.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance, for example</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant employs a Named Individual with experience of managing and maintaining a telephony system.</li> </ul>   |
| <p>3.2a)</p> <p><i>Contract Resourcing</i></p> | <p>In assessing the Contract resourcing proposed by the Applicant, the LAA will consider both the information contained in the Resourcing Plan submitted at N.2 and the responses to question 3.2a and 3.2b.</p> <p>Copies of the Resourcing Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in the ITT.</p> <p>Please use the text box(es) provided to describe how you have determined the number</p> | <p>This question will assess whether the Applicant will have sufficient staff resources in place to deliver Contract Work.</p> <p>In assessing the Contract resourcing proposed by the Applicant, higher scores will be awarded to Applicants that can provide a higher level of confidence that their resources will be sufficient to deliver the Service based on:</p> <ul style="list-style-type: none"> <li>• A clear understanding of Service Requirements;</li> <li>• Adequate levels of staff to ensure that Calls are dealt with in line with the Specification;</li> <li>• Maintaining appropriate levels of Supervision; and</li> <li>• Availability of staff with appropriate skills in the relevant</li> </ul> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Information to demonstrate that the Resourcing Plan is underpinned by accurate calculations of the demands of the service using call and Case volumes provided in this IFA.</li> <li>- Evidence that sufficient staff with the appropriate skills will be available to deliver Contract Work during all Core Hours and Rota Hours</li> <li>- Contingency arrangements to meet both unexpected short-term peaks in demand, or unexpected staff unavailability.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively resource the Service, for example</b></p> <ul style="list-style-type: none"> <li>- Strong contingency processes in the event of unexpected short-term increases in volumes or the unavailability of staff, whereby the Applicant can draw on a</li> </ul> |

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|  | <p>of Caseworkers and Supervisors which you have set out in the Resourcing Plan is sufficient to deliver the Contract Work on a day-to-day basis. Your response should include how your Resourcing Plan will address unexpected short-term increases in Case volumes and contingency processes if staff members are unavailable at short notice.</p>   | <p>Category from the Service Commencement Date.</p>   | <p>significant number of suitably qualified staff who are available at short notice.</p>  |
| <p>3.2b</p> <p><i>Ongoing Forecasting and Resourcing</i></p> | <p>In assessing the response to question 3.2 b) the LAA will consider both the information contained in the text boxes and the Resourcing Plans submitted at N.2.</p> <p>Please use the text box(es) provided to describe how you will monitor Case volumes on an ongoing basis throughout the Contract Period and how you will adjust staffing resources delivering the Contract Work to ensure the</p> | <p>This question is intended to give the LAA confidence that the Applicant will have sufficient staff resources in place to maintain the delivery of Contract Work throughout the Contract Period.</p> <p>In assessing the response to sub-criterion 3.2b, higher scores will be awarded to Applicants that can provide a high level of confidence that their resources will be sufficient to maintain delivery of the Service based on:</p> <ul style="list-style-type: none"> <li>• evidence of considered and well-constructed processes that demonstrate an effective approach for forecasting future capacity requirements; and</li> </ul> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Details about the processes that will be used to successfully monitor Service capacity and forecast future demand on a <ul style="list-style-type: none"> <li>• daily;</li> <li>• weekly; and</li> <li>• monthly basis.</li> </ul> </li> <li>- Details of the processes the Applicant will follow to adjust resources to ensure the Contract requirements continue to be met in the event of: <ul style="list-style-type: none"> <li>• increasing Case volumes; and</li> <li>• decreasing Case volumes</li> </ul> </li> <li>- Details of the Named Individual(s) with responsibility for ensuring the monitoring and resourcing processes above are implemented.</li> </ul> |

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|  | <p>Contract requirements are met in the event of:</p> <ul style="list-style-type: none"> <li>• increasing Case volumes; and</li> <li>• decreasing Case volumes.</li> </ul>  | <ul style="list-style-type: none"> <li>• evidence of considered and well-constructed processes that will enable the Applicant to react quickly and flexibly to meet fluctuations in demand.</li> </ul>   | <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively forecast Case volumes and resource the Service on an ongoing basis, for example:</b></p> <ul style="list-style-type: none"> <li>- Employing staff with the appropriate standing in the organisation who will have responsibility for this activity</li> <li>- Relevant experience of successfully delivering other services that required similar forecasting and resourcing activities, using staff and/or processes that will be used in delivering the Contract Work</li> <li>- A flexible staffing approach which allows ongoing increasing or decreasing of staffing resources to meet fluctuations on Case volumes.</li> </ul>  |
| <p>3.2c</p> <p><i>Capacity to undertake casework</i></p> <p><b>APPLIES TO LOT 1 ONLY</b></p> | <p>Using the Named Individuals in your Staff Organogram in question N.1 and Resourcing Plan in N.2 please use the text box(es) provided to explain how the Applicant will ensure it will have sufficient capacity to manage and progress existing casework and be able to accept all new Cases allocated by the CLA Operator Service.</p> | <p>This question is intended to give the LAA confidence that the Applicant will have sufficient resourcing to manage and progress ongoing casework in a timely manner, as well as accepting all new cases allocated by the CLA Operator Service.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that the Applicant will effectively manage new and existing Contract Work, based on:</p> <ul style="list-style-type: none"> <li>• Well-considered and realistic plans and process for how resource will be used to deal with incoming telephone calls and progress ongoing casework across all service hours (Core Hours and Extended Hours); and</li> </ul> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant's staffing is sufficient to effectively manage the expected volume of both new and ongoing Cases;</li> <li>- A description of how the Applicant will allocate, monitor and adjust staffing to ensure that adequate resource is available to action all new Cases during Core Hours and Rota Hours</li> <li>- A description of how the Applicant will monitor the volume of ongoing Cases and ensure their timely progression</li> <li>- Details showing that the effective performance of the contract will be managed by a Named Individual(s) with relevant skills and experience.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will</b></p> |

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|   |  | <ul style="list-style-type: none"> <li>Evidence that the staffing will be adequate to deal with both new and existing work, with reference to the data provided at Annex A of the IFA</li> </ul>   | <p><b>effectively manage new and existing Case volumes and resource the Service on an ongoing basis, for example:</b></p> <ul style="list-style-type: none"> <li>Employing a Named Individual(s) with significant relevant experience of successfully managing a similar service</li> </ul>   |
| <p>3.3<br/><i>Business Continuity and Disaster Recovery plan (BCDR)</i></p> | <p>In the text box(es) provided please describe your BCDR which sets out how you will respond to an event which significantly disrupts, or threatens to significantly disrupt, the provision of the Contract Work. As a minimum, the BCDR should comply with the requirements of Annex 4 (IT requirements, the CMS and Business Continuity) of the CLA Contract and should cover risks identified to Business Continuity in the following areas:</p> <ul style="list-style-type: none"> <li>Geographical;</li> <li>Infrastructure;</li> <li>Staff; and</li> <li>Data.</li> </ul> <p>Your BCDR should include how you would</p> | <p>This question is intended to give the LAA confidence that the Applicant will ensure continuity of Contract Work following any failure or disruption of any element of the business processes and operations.</p> <p>Higher points will be awarded to Applicants who can demonstrate that they will have a robust BCDR in place by the Service Commencement Date that adequately takes into account the particular risks to delivery of Contract Work relevant to the location of the Office and the business systems in place for the delivery of the Service</p> | <p><b>The BCDR should include:</b></p> <ul style="list-style-type: none"> <li>The key risks identified to service continuity including: <ul style="list-style-type: none"> <li>Geographical;</li> <li>Infrastructure;</li> <li>Data;</li> <li>Staff; and</li> <li>Access to the workplace.</li> </ul> </li> <li>An outline of countermeasures to manage the risks identified.</li> <li>Details of the roles and responsibilities of the staff responsible for the BCDR</li> <li>An outline of the processes the Applicant will follow in activating their BCDR;</li> </ul> <p><b>Extra points may be awarded if the BCDR provides a higher level of confidence that service continuity will be maintained, for example:</b></p> <ul style="list-style-type: none"> <li>Detailed evidence of a well thought out BCDR that is relevant to the location and scale of the operation.</li> <li>A higher level of assurance that staff with appropriate standing in the organisation will have responsibility for implementing the BCDR.</li> </ul> |

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|                                      | <p>maintain service provision in the event that staff cannot access their usual place of work, including but not limited to travel restrictions and staff self-isolation.</p> <p>It should also outline plans for maintaining delivery of the Contract Work in the event that a risk, or another unforeseen event, materialises.</p> <p>Your BCDR must only be outlined in the text box(es) provided, and you are not permitted to attach additional documents in response to this question</p> |   | <ul style="list-style-type: none"> <li>- The BCDR is reviewed and tested at least annually.</li> <li>- The BCDR significantly exceeds requirements of Good Industry Practice (see the Standard Terms of the CLA Contract)</li> </ul>  |
| <p>3.4<br/><i>Cyber Security</i></p> | <p>Please use the text box(es) provided to describe how, in delivering the Contract, you will ensure cyber security risks are identified and reduced, and how you will monitor and measure this</p>   | <p>This question is intended to give the LAA confidence that the Applicant will effectively identify and minimise the risk of cyber attack.</p> <p>Higher points will be awarded to Applicants that can provide a higher level of confidence that they:</p> <ul style="list-style-type: none"> <li>• Have a detailed understand of the potential cyber security risks relevant to the delivery of the CLA Service;</li> </ul> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- The key cyber security risks identified in respect of: <ul style="list-style-type: none"> <li>• Electronic devices;</li> <li>• Data security;</li> <li>• Malicious attacks</li> </ul> </li> <li>- An overview of the counter measures the Applicant will use to counter the cyber security risks identified;</li> <li>- A description of how the Applicant will:</li> </ul> |

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|  |   | <ul style="list-style-type: none"> <li>• Will have robust processes and procedures in place to counter relevant risks;</li> <li>• Will actively raise awareness of cyber security risks with staff deployed to the CLA Service; and</li> <li>• Will continue to monitor, test and develop their approach to cyber security and respond to emerging risks.</li> </ul> | <ul style="list-style-type: none"> <li>• ensure staff deployed to the CLA Service are aware of the cyber security risks relevant to the delivery of the Contract and that staff can identify and manage cyber security risks</li> <li>• identify, monitor, report and learn from cyber security attacks and/or breaches</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance, for example:</b></p> <ul style="list-style-type: none"> <li>- a higher level of assurance that staff with the appropriate standing in the organisation and with cyber security management experience will have responsibility for this activity;</li> <li>- currently holding Cyber Essentials Plus Certification which is valid at the Deadline (please note, where you indicate you currently hold Cyber Essentials Plus Certification, we will require evidence of this before entering into Contract);</li> <li>- Cyber security testing and training takes place at least annually;</li> <li>- Evidence of successfully identifying and managing cyber security risks or attacks in the delivery of another similar service.</li> </ul> |
| <p>3.5)<br/><i>Expansion Resourcing</i><br/><b>APPLIES TO LOT 2 ONLY</b></p> | <p>Clause 2.2-2.4 of the Contract Specification details the circumstances in which the LAA may amend the proportion of Cases allocated.</p> | <p>This question is intended to provide confirmation of whether the Applicant is willing to expand in any circumstances where this is required for the continuation of the relevant service, including where another Provider is unable to meet all or some of its obligations to deliver the relevant</p>   | <p>Scores will be awarded as follows, based on the answer provided by the Applicant:</p> <ul style="list-style-type: none"> <li>a) 60% (Score of 0)</li> <li>b) 70% (Score of 1)</li> <li>c) 85% (Score of 3)</li> <li>d) 100% (Score of 5)</li> </ul>  |

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|  | <p>This will be done only with your approval unless you indicate in response to this sub-criterion that you are willing to expand at the LAA's discretion.</p> <p>Please confirm the maximum proportion of Cases the Applicant would be willing and able to deliver at the LAA's discretion, if required:</p> <p>a) 60%<br/> b) 70%<br/> c) 85%<br/> d) 100%</p> <p>Please note, if you answer " and are subsequently awarded a Contract the LAA will apply a special condition in your Contract for Signature stating that you have agreed to expand your proportion of Cases where required at the LAA's discretion, up to this amount.</p> | <p>services, in the event of a short term incident or over a longer period.</p> <ul style="list-style-type: none"> <li>• Preference will be given to Applicants that are willing and able to increase the proportion of Cases by the greatest amount.</li> </ul> <p>For the avoidance of doubt, an Applicant that answers 'a) 60%' is confirming that they would not be willing to expand at all at the LAA's discretion. An Applicant that answers 'd) 100%' is confirming that are willing and able to deliver the entire CLA Service in the Education Category if requested by the LAA.</p> |  |
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**Quality Award Criterion 4 – Implementation of the Service**

| No.   | Sub-criteria  | Rationale  | Assessment Guidance   |
|---|---|--|---|
| This Quality Award Criterion is about how the Applicant would ensure they are ready to deliver the Contract Work for the Service Commencement Date. |   |  |   |
| 4.1<br>Implementa<br>tion Plan  | <p>We will assess the Implementation Plan provided in response to N3.</p> <p>Applicants that are currently delivering a service similar to the CLA Contract Work and are intending to utilise existing resources (e.g. infrastructure, processes) to deliver the CLA Contract should demonstrate in their Implementation Plan how they will ensure those resources are adequate to successfully deliver the Contract Work from the Service Commencement Date.</p> | <p>The assessment of the plan is intended to give the LAA confidence that the Applicant will be ready to deliver Contract Work by the Service Commencement Date.</p> <p>Higher scores will be awarded where the Applicant can evidence that it has clear, well-developed and credible plans that will ensure that key milestones are met. Conversely, lower scores will be awarded to Applicants where the plans are lacking in detail or credibility, are not yet finalised or do not clearly evidence how the Applicant will meet the Service Commencement Date.</p> | <p><b>The Implementation Plan should include:</b></p> <ul style="list-style-type: none"> <li>- Details of all key resources and infrastructure required to deliver the Contract Work based on a full understanding of the requirements of the CLA Contract.</li> <li>- A credible Implementation Plan outlining key activities and realistic milestones.</li> <li>- A clear allocation of deliverables to Named Individuals who have the required expertise to deliver the individual elements of the Plan.</li> <li>- Full details of the Named Individual(s) with accountability for ensuring the Plan is implemented</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will be ready to deliver the Contract Work by the Service Commencement Date, for example</b></p> <ul style="list-style-type: none"> <li>- Evidence that the plan will largely utilise pre-existing resources and infrastructure which will meet the requirements of the CLA Contract</li> <li>- The plan clearly identifies risks to the implementation of the Contract Work along with well thought-out contingencies.</li> </ul> |



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## DECLARATION

**This section MUST BE COMPLETED by all Applicants wishing to submit a Tender for a CLA Contract**

### Declaration

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements by the relevant latest date specified at paragraph 1.62 of the Civil Legal Advice Invitation To Tender Information For Applicants:

- Will have appropriate authorisation from a relevant legal sector regulator to deliver legal services; and
- Will have at least one Office that meets the relevant requirements set out in the Specification; and
- Will employ at least one Full-Time Equivalent Supervisor who meets the relevant Supervisor Standard in the Education Category; and
- Will have telephony and IT which meets the CLA Contract requirements in place and operational; and
- Will maintain a ratio of one Full-Time Equivalent Supervisor to four Caseworkers; and
- Will have access to an Authorised Litigator who has experience in the Education Category; and
- Will hold a relevant Quality Standard; and
- Will hold Cyber Essentials Certification.

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 a 2021 Civil Legal Advice (Education) 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. I understand the Applicant will be required to evidence the information and warranties in the Applicant's Tender, including in this ITT Response, by the Service Commencement Date. I confirm that this Tender is compliant with the rules in relation to Connected Entities set out in paragraphs 2.7 to 2.13 of the IFA.

|     | <b>Question</b>  | <b>Response Type</b>   |
|-----|--|--|
| D.1 | Name of the individual making declaration on behalf of the Applicant | Free text  |
| D.2 | Status within the Applicant organisation                             | Option List:<br>i) COLP or intended COLP<br>ii) HOLP or intended HOLP<br>iii) CM or intended CM<br>iv) Key Personnel |

**DISCRIMINATION CATEGORY OF LAW**

**SUMMARY OF QUALITY AWARD CRITERIA AND WEIGHTING**

|  | Quality Award Criteria   | Sub-criteria   | Sub-criteria Weighting   | Quality Award Criteria Weighting | Total Quality Award Criteria Weighting |
|--|--|--|--|----------------------------------|--|
| <b>Quality Award Criteria (Technical Envelope)</b> | <b>Non-assessed information</b><br><i>(Pass/Fail Elements)</i> | <p>N1 -Submission Requirement: Staff Organogram</p> <p>Please provide your Staff Organogram showing all staff that will be deployed to implement and deliver the Contract Work and the role they will each undertake. This includes Key Personnel, Supervisors, Caseworkers, and Management Team. For each role, you need to provide:</p> <ul style="list-style-type: none"> <li>a) the name of the staff member employed (or with a Signed Engagement Agreement to employ). Alternatively, indicate where the post is vacant;</li> <li>b) the title of their role, the main duties to be performed and their relevant qualifications for delivering the Service;</li> <li>c) the number of hours per week each staff member will work delivering the Service, stipulating the proportion of an FTE that the role provides;</li> <li>d) the basis of their employment (permanent, fixed term, temporary). Where temporary, stipulate how long the position will last;</li> <li>e) reporting structures.</li> </ul> | <i>Pass/Fail</i><br><i>(Pass = provision of N1 Staff Organogram)</i> |                                  |  |
|  |  | <p>N2-Submission Requirement: Resourcing Plan</p> <p>Please complete and upload a Resourcing Plan Template detailing the staff (Caseworkers and Supervisors) that will deliver the CLA Service.</p> <p>Copies of the Resourcing Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in the applicable ITT.</p>  | <i>Pass/Fail</i><br><i>(Pass = provision of N2 Resourcing Plan)</i>  |                                  |  |

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|  |   | <p>N3 -Submission Requirement: Implementation Plan</p> <p>Please complete and upload an Implementation Plan to demonstrate how the service will be operational by the Service Commencement Date and how this will be achieved.</p> <p>Your Implementation Plan must indicate the timetable and milestones which you will meet to ensure that all aspects of the Contract Work will be ready, specifically:</p> <p>f) Recruitment;<br/> g) IT &amp; telephony infrastructure;<br/> h) Office requirements;<br/> i) Induction plan;<br/> j) Achievement of Quality Standard.</p> <p>Copies of the Implementation Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in the applicable ITT.</p> | <p><i>Pass/Fail</i><br/> (Pass = provision of N3 Implementation Plan)</p> |       |    |
|  | <b>1: Staffing the Service</b>              | 1.1: Skills and experience of staff delivering specialist legal advice   | 4.96  | 18.66 | 60 |
|  |   | 1.2: Skilled and experienced staff delivering Remote Advice  | 4.04  |       |    |
|  |   | 1.3: Staff Recruitment   | 4.04  |       |    |
|  |   | 1.4: Succession Planning   | 2.47  |       |    |
|  |   | 1.5: Staff Training  | 3.15  |       |    |
|  | <b>2: Delivering a Quality Service</b>      | 2.1: Supervision of staff delivering specialist legal advice - <b>Minimum scoring requirement of 2</b>   | 4.94  | 14.15 |    |
|  |   | 2.2: Compliance with Service Standards   | 4.49  |       |    |
|  |   | 2.3: Performance against KPIs  | 4.72  |       |    |
|  | <b>3: Capacity Planning for the Service</b> | 3.1: Infrastructure  | 5.17  | 21.57 |    |
|  |   | 3.2a): Contract Resourcing - <b>Minimum scoring requirement of 2</b>   | 4.04  |       |    |
|  |   | 3.2b): Ongoing Forecasting and Resourcing.   | 2.92  |       |    |
|  |   | 3.3: Business Continuity and Disaster Recovery plan (BCDR)   | 2.92  |       |    |
|  |   | 3.4: Cyber Security  | 3.82  |       |    |
|  |   | 3.5: Expansion Resourcing  | 2.70  |       |    |
|  | <b>4: Implementation of the Service</b>     | 4.1: Implementation Plan - <b>Minimum scoring requirement of 2</b>   | 5.62  | 5.62  |    |
|  | <b>Declaration</b>                          | Declaration  | Pass/Fail   |       |    |

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|  |  | Pass = (provision of signed declaration) |  |
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## DISCRIMINATION – QUALITY AWARD CRITERIA AND ASSESSMENT GUIDANCE

Detail of the Quality Award Criteria and assessment guidance for the Discrimination Category are provided below. It is recommended that the Applicant review the assessment guidance incorporated into this annex to understand the approach that will be taken to evaluating each question within the Quality Award Criteria.

### Quality Award Criterion 1- Staffing the Service

| No.  | Sub-criteria  | Rationale   | Assessment Guidance  |
|--|---|---|--|
| This Quality Award Criterion is about how the Applicant will ensure it has staff with sufficient skills and experience to deliver the Contract Work in accordance with the CLA Contract. |   |   |  |
| 1.1<br><i>Skills and experience of staff delivering specialist legal advice</i>  | Using the Named Individuals in your Staff Organogram in question N.1, please use the text box(es) provided to explain how the Caseworkers, Supervisors and Key Personnel have the relevant skills and experience in delivering specialist legal advice in the Category of Law for which they have bid to effectively deliver a high quality of legal advice to clients. | <p>This question is intended to assess the skills and experience of the Applicant and the Named Individuals relevant to Contract Work.</p> <p>Higher scores will be awarded to Applicants that provide the LAA with a high level of confidence that the Applicant will have skilled and experienced staff in place to deliver specialist legal advice in the relevant Category.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of the breadth and depth of the skills and experience of: <ul style="list-style-type: none"> <li>• Caseworkers,</li> <li>• Supervisors, and</li> <li>• Key Personnel</li> </ul> </li> <li>- Details showing that Contract Work will be delivered by individuals with relevant skills and experience to deliver the Contract Work in the Category for which they have bid.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that advice will be delivered by individuals with significant skills and experience. This could include:</b></p> <ul style="list-style-type: none"> <li>- Supervisors to be deployed by the Applicant having experience in supervising the delivery of advice across a broad range of case types in the Category for which they have bid.</li> </ul> |

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|   |  |   | <ul style="list-style-type: none"> <li>- Caseworkers deployed by the Applicant having significant experience in delivering casework in the Category for which they have bid.</li> <li>- A high ratio of the staff the Applicant will deploy to perform Casework also meet the definition of a Supervisor in the Category for which they have bid.</li> </ul>   |
| <p>1.2</p> <p><i>Skills and experience of staff in delivering Remote Advice</i></p> | <p>Using the Named Individuals in your Staff Organogram in question N.1, please use the text box(es) provided to explain how the Caseworkers, Supervisors and Key Personnel have the skills and experience to deliver Remote Advice within a Dedicated Telephone Advice Service.</p> | <p>This question is intended to assess the skills and experience of the Applicant and the Named Individuals in delivering Remote Advice.</p> <p>For the avoidance of doubt, this question is concerned with the delivery and management of advice delivered to Clients through a Dedicated Telephone Advice Service as opposed to providing advice over the telephone as part of a Case which is primarily conducted through Face to Face Advice.</p> <p>Higher scores will be awarded to Applicants that provide the LAA with a high level of confidence that the Applicant will have an appropriate level of skilled and experienced staff in place to deliver Contract Work.</p> | <p><b>The answer should include:</b></p> <p>A description of the skills and experience of</p> <ul style="list-style-type: none"> <li>• Caseworkers,</li> <li>• Supervisors,</li> <li>• Key Personnel, and</li> <li>• Management Team</li> </ul> <p>in delivering and managing advice to Clients through a Dedicated Telephone Advice Service.</p> <ul style="list-style-type: none"> <li>- Details showing that the Applicant will use Named Individuals with relevant skills and experience to deliver a Remote Advice services</li> <li>- Details showing that the Applicant will use Named Individuals who are experienced in identifying and responding to the needs of Clients in providing Remote Advice.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that advice will be delivered and managed by Named Individuals with significant skills and experience. This could include:</b></p> |

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|                                 |   |  | <ul style="list-style-type: none"> <li>- The majority of Caseworkers and Supervisors to be deployed on the Service having relevant skills and experience in the delivery of specialist legal advice delivered as Remote Advice.</li> <li>- Key Personnel and members of the Management Team having high levels of skills and experience of managing the delivery of a Dedicated Telephone Advice Service.</li> </ul>  |
| 1.3<br><i>Staff Recruitment</i> | <p>With reference to any vacancies identified in your Staff Organogram, in the text box(es) provided please outline the recruitment processes that you will undertake to fill any vacant post in your Staff Organogram (provided in answer to question N.1) by the Service Commencement Date.</p> <p>If you currently have no vacant posts to fill you should state this and explain the process that you will follow if posts currently filled become vacant prior to the Service Commencement Date.</p> | <p>This question is intended to assess the Applicant's plans to ensure the Service will be fully resourced with sufficiently skilled staff by the Service Commencement Date.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a higher level of confidence that the Applicant will have staff with sufficient skills and experience deployed to the Service by the Service Commencement Date and whose recruitment practices provide a level playing field to persons from all backgrounds and circumstances.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of the Applicant's plans to fill any vacant posts to ensure they are fully resourced with appropriately skilled staff for the Service Commencement Date.</li> <li>- A description of how the Applicant will undertake recruitment in a way that ensures persons from all backgrounds and circumstances can benefit from recruitment opportunities</li> <li>- dates and timescales for any recruitment activity along with the names and responsibilities of Key Personnel involved.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Individuals necessary to deliver the Service will be in place. This could include;</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant has a low number of individuals to recruit for the Service Commencement Date.</li> <li>- Evidence that the process(es) to attract, select and appoint sufficiently skilled and experienced staff are likely to lead to successful and timely recruitment.</li> </ul> |

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|  |   |  | <ul style="list-style-type: none"> <li>- A nominated recruitment lead with sufficient standing within the organisation, who has significant and relevant recruitment skills and experience.</li> </ul>  |
| <p>1.4</p> <p><i>Succession Planning</i></p> | <p>Referring to the roles in your Staff Organogram given in answer to question N.1, in the text box(es) provided please outline how you will manage your ongoing recruitment and staff succession requirements throughout the entire Contract Period (including any extension periods).</p> <p>As part of your response you should include detail of how you will attract good candidates, minimise turnover of staff and improve productivity.</p> | <p>This question is intended to assess the Applicant's plans to ensure the Service will be fully resourced with sufficiently skilled staff throughout the Contract Period.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a higher level of confidence that the Applicant will be able to recruit and maintain adequate numbers of staff with sufficient skills and experience from the Service Commencement Date and throughout the Contract Period.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- An outline of the approach to succession planning and replacement of outgoing staff deployed to the Service, including <ul style="list-style-type: none"> <li>• Caseworkers,</li> <li>• Supervisors and</li> <li>• Management Team</li> </ul> </li> <li>- A description of how the Applicant will ensure that it offers a salary and benefits package that will attract high-quality applicants to fill positions including <ul style="list-style-type: none"> <li>○ Caseworkers,</li> <li>○ Supervisors and</li> <li>○ Management Team</li> </ul> </li> <li>- A description of how the Applicant's training and succession plan will encourage individuals to develop a specialism in the relevant category of law</li> <li>- A description of how the Applicant will minimise staff turnover and improve productivity of staff deployed to the Service.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that they will have effective succession-planning processes in place, for example:</b></p> <ul style="list-style-type: none"> <li>- Evidence that the succession-planning processes outlined above have been successfully used by the Applicant previously</li> </ul> |



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| <p>1.5<br/><i>Staff Training</i></p> | <p>Using the Named Individual(s) on your Staff Organogram given in answer to question N.1, in the text box(es) provided please explain how you will develop the knowledge and skills of staff in the longer term to maintain and increase the quality of the Service provided throughout the Contract Period. The response should include how you will assess the skills base of your Caseworker and Supervisor staff to ensure they develop their knowledge and skills.</p> | <p>This question is intended to assess the Applicant's understanding of its skills base and its ability to identify and address the training needs of staff.</p> <p>Higher scores will be awarded to Applicants that can provide the LAA with a higher level of confidence that the longer-term training needs of staff will be identified and addressed throughout the Contract Period.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A credible approach for regularly assessing the current skills base and identifying development and training requirements in relation to: <ul style="list-style-type: none"> <li>• specialist legal knowledge to deliver the Service in the Category for which they have bid, including assessing whether a prospective Client's problem falls within the scope of Civil Legal Aid funding within the Category or which they have bid, applying the means, merits eligibility tests;</li> <li>• providing Remote Advice in accordance with the CLA Contract, including responding to the needs of Clients with Relevant Protected Characteristics;</li> </ul> </li> <li>- Evidence of how identified development and training requirements of staff will be addressed to improve the skills of staff throughout the Contract Period.</li> <li>- Nominated training leads with relevant subject matter expertise and experience in delivering training.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will have effective staff training processes in place, for example:</b></p> <ul style="list-style-type: none"> <li>- A demonstrable investment in learning and development to develop staff beyond the minimum level of skills required to deliver Contract Work.</li> <li>- A Named Individual responsible for developing and implementing a training programme and who has significant experience of successfully developing staff skills at an organisational level.</li> </ul> |
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**Quality Award Criterion 2- Delivery of a Quality Service**

| No.   | Sub-criteria   | Rationale   | Assessment Guidance   |
|---|--|---|---|
| This Quality Award Criterion is about how Applicants will deliver a high-quality service with high levels of Client care. |  |   |   |
| <p>2.1</p> <p><i>Supervision of staff delivering specialist legal advice</i></p>  | <p>Please use the text box(es) provided to outline how you will ensure effective Supervision to ensure the delivery of high-quality Contract Work.</p> | <p>This question is intended to assess the effectiveness of the Applicant's Supervision of the Caseworkers delivering advice and management of the quality of Contract Work.</p> <p>Higher points will be awarded to Applicants who provide the LAA with a high level of confidence that the Applicant will effectively Supervise the delivery of high-quality Contract Work in accordance with the requirements of the CLA Contract.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A description of how the Applicant will deliver effective Supervision of Caseworkers to ensure that Contract Work delivered by Caseworkers is subject to quality assurance;</li> <li>- With reference to Named Individuals provided, a description of how the Applicant will use Supervision to ensure that: <ul style="list-style-type: none"> <li>• There is accurate assessment of whether Clients and their legal problems are within scope for Legal Aid funding;</li> <li>• Determinations of whether a Client is suitable for Remote Advice are effective and occur <b>before</b> a Case is opened;</li> <li>• Cases are closed in a timely manner once they have been actioned appropriately, taking into consideration the nature and complexity of the Client's issue; and</li> <li>• Caseworkers have and use appropriate skills when delivering Remote Advice.</li> </ul> </li> </ul> <p>In providing a response to this question the Applicant's answer should also include details of file review processes, including the frequency and Named Individual(s) undertaking the reviews.</p> |

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|  |  |   | <p><b>Extra points may be awarded where the answer provided gives a higher level of assurance that Supervision will be effectively carried out, for example:</b></p> <ul style="list-style-type: none"> <li>- Evidence and examples of how the Supervision processes above will be tailored to supervise Caseworkers with different levels of skills and experience</li> <li>- Evidence and examples of how the Supervision approach has been successfully used by the Applicant previously, including the outcome.</li> </ul>   |
| <p>2.2</p> <p><i>Compliance with Service Standards</i></p> | <p>Please use the text box(es) provided to outline how you will ensure you will comply with the Service Standards in Section 4 of the Specification.</p> | <p>This question is intended to assess the effectiveness of the Applicant's plans to ensure compliance with the Service Standards.</p> <p>Higher points will be awarded to Applicants who provide the LAA with a high level of assurance that the Applicant will deliver Contract Work in compliance with the Service Standards in the Specification.</p> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Details of a systematic approach to ensure compliance with the Service Standards in the Specification throughout the Contract Period;</li> <li>- An adequate number of staff resources deployed for compliance purposes, with an outline of their skills and experience relevant to achieving success in a compliance role;</li> <li>- The Named Individuals with appropriate standing in the organisation with accountability for the compliance with the Service Standards.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will deliver work in compliance with the Service Standards.</b></p> |
| <p>2.3</p> <p><i>Performance against KPIs</i></p>          | <p>Please use the text box(es) provided to describe how you will monitor performance</p>   | <p>This question is intended to assess the Applicant's plan to monitor Contract KPIs and to ensure that Contract KPIs are met throughout the Contract Period.</p>   | <p><b>The answer should include:</b></p>   |

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|  | <p>against Contract KPIs and how you will you will quickly and effectively take action in the event of a failure, or an identified risk of future failure, to meet a KPI.</p> <p>As part of your response please refer, where applicable, to the Named Individual(s) in your Staff Organogram given in answer to question N.1 who will be responsible for managing the delivery of the Service to meet the KPIs and the skills and experience which will support their effective performance in this role</p> <p>.</p> | <p>Higher scores will be awarded to Applicants that can provide evidence of considered and well-developed processes together with staff with relevant skills and experience that will ensure effective identification of potential or actual failures in KPIs and that will enable the Applicant to react quickly and effectively.</p> | <ul style="list-style-type: none"> <li>- Details of the practical processes the Applicant will have in place to monitor performance against Contract KPIs;</li> <li>- Robust plans to address any failure to meet a Contract KPI;</li> <li>- The steps the Applicant will take to notify the LAA of a failure to meet a Contract KPI in accordance with the CLA Contract;</li> <li>- Full details of the staff responsible for ensuring that service delivery will meet the KPIs;</li> <li>- A clear internal escalation process in the event that the Applicant fails to meet at KPI.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will meet the Contract KPIs, for example:</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant has an effective approach to identify the likelihood of failing to meet a KPI and details of the action an Applicant will take to prevent a KPI failure occurring.</li> <li>- a higher level of assurance that staff with the appropriate standing in the organisation will have responsibility for managing the KPIs.</li> </ul> |
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### Quality Award Criterion 3 - Capacity Planning

| No.  | Sub-criteria                         | Rationale   | Assessment Guidance              |
|--|--------------------------------------|---|----------------------------------|
| This Quality Award Criterion is about putting in place sufficient capacity to effectively deliver the Service. |                                      |   |                                  |
| 3.1  | Referring to the Implementation Plan | This question is intended to assess whether the Applicant will have | <b>The answer should include</b> |

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| <p><i>Infrastructure</i></p>                 | <p>given in answer to question N.3, please use the text box(es) provided to describe the telephony infrastructure which you will use to effectively deliver the CLA Service, stating clearly how you will manage and maintain this infrastructure to support the delivery of the Service throughout the Contract Period.</p> <p>If you already have the telephony infrastructure in place, please state this and outline how this meets the Contract requirements.</p> | <p>adequate telephony infrastructure in place to deliver Contract Work</p> <p>Higher scores will be awarded to Applicants that can evidence that they have clear, well-developed and credible plans to deliver high-quality, resilient and secure telephony infrastructure that will be used to deliver a high-quality service to Clients using the CLA Service.</p> | <ul style="list-style-type: none"> <li>- A description of the telephony infrastructure that will be used to deliver the Contract Work;</li> <li>- How the telephony infrastructure will meet the requirements in Annex 4 of the CLA Contract, including: <ul style="list-style-type: none"> <li>• Different DDI numbers being used for front-door and back-door telephony.</li> <li>• Sufficient capacity to receive and make telephone calls based on the Call volume information published in this IFA</li> <li>• Evidence that the telephony infrastructure can operate in accordance with the Remote Specialist Telephony Handbook.</li> <li>• Evidence that the telephony infrastructure and overall Service can be delivered in accordance with the LAA Data Security requirements and guidance.</li> </ul> </li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance, for example</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant employs a Named Individual with experience of managing and maintaining a telephony system.</li> </ul> |
| <p>3.2 a)<br/><i>Contract Resourcing</i></p> | <p>In assessing the Contract resourcing proposed by the Applicant, the LAA will consider both the information contained in the Resourcing Plan submitted and the responses to question 3.2a) and 3.2b)</p>   | <p>This question will assess whether the Applicant will have sufficient staff resources in place to deliver Contract Work.</p> <p>In assessing the Contract resourcing proposed by the Applicant, higher scores will be awarded to Applicants that can provide a higher level of confidence that their resources will</p>  | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Information to demonstrate that the Resourcing Plan is underpinned by accurate calculations of the demands of the service using call and Case volumes provided in this IFA;</li> <li>- Evidence that sufficient staff with the appropriate skills will be available to deliver Contract Work during all Core Hours and telephone advice appointments during Extended Hours;</li> </ul>   |

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|   | <p>Copies of the Resourcing Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in the ITT.</p> <p>Please use the text box(es) provided to describe how you have determined the number of Caseworkers and Supervisors which you have set out in the Resourcing Plan is sufficient to deliver the Contract Work. Your response should include how your Resourcing Plan will address unexpected short term increases in Case volumes and contingency processes if staff members are unavailable at short notice.</p> | <p>be sufficient to deliver the Service based on:</p> <ul style="list-style-type: none"> <li>• A clear understanding of Service Requirements;</li> <li>• Adequate levels of staff to ensure that Calls are dealt with in line with the Specification;</li> <li>• Maintaining appropriate levels of Supervision.</li> <li>• Availability of staff with appropriate skills in the relevant Category from the Service Commencement Date</li> </ul> | <ul style="list-style-type: none"> <li>- Contingency arrangements to meet both unexpected short-term peaks in demand, or unexpected staff unavailability.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively resource the Service, for example</b></p> <ul style="list-style-type: none"> <li>- Strong contingency processes in the event of unexpected short-term increases in volumes or the unavailability of staff, whereby the Applicant can draw on a significant number of suitably qualified staff who are available at short notice.</li> </ul> |
| <p>3.2b)<br/><i>Ongoing Forecasting and Resourcing.</i></p> | <p>In assessing the response to question 3.2 b) the LAA will consider both the information contained in the text boxes below and the Resourcing Plan submitted.</p>   | <p>This question is intended to give the LAA confidence that the Applicant will have sufficient staff resources in place to maintain the delivery of Contract Work throughout the Contract Period.</p> <p>In assessing the response to sub-criterion 3.2b, higher scores will be</p>  | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Details about the processes that will be used to successfully monitor Service capacity and forecast future demand on a <ul style="list-style-type: none"> <li>• daily;</li> <li>• weekly; and</li> <li>• monthly basis.</li> </ul> </li> </ul>  |

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|   | <p>Please use the text box(es) provided to describe how you will monitor Case volumes on an ongoing basis throughout the Contract Period and how you will adjust staffing resources delivering the Contract Work to ensure the Contract requirements are met in the event of:</p> <ul style="list-style-type: none"> <li>• increasing Case volumes; and</li> <li>• decreasing Case volumes.</li> </ul> | <p>awarded to Applicants that can provide a high level of confidence that their resources will be sufficient to maintain delivery of the Service based on:</p> <ul style="list-style-type: none"> <li>• evidence of considered and well-constructed processes that demonstrate an effective approach for forecasting future capacity requirements; and</li> <li>• evidence of considered and well-constructed processes that will enable the Applicant to react quickly and flexibly to meet fluctuations in demand for the Service.</li> </ul> | <ul style="list-style-type: none"> <li>- Details of the processes the Applicant will follow to adjust resources to ensure the Contract requirements continue to be met in the event of: <ul style="list-style-type: none"> <li>• increasing Case volumes; and</li> <li>• decreasing Case volumes</li> </ul> </li> <li>- Details of the Named Individual(s) with responsibility for ensuring the monitoring and resourcing processes above are implemented</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively forecast Case volumes and resource the Service on an ongoing basis, for example:</b></p> <ul style="list-style-type: none"> <li>- Employing staff with the appropriate standing in the organisation who will have responsibility for this activity</li> <li>- Relevant experience of successfully delivering other services that required similar forecasting and resourcing activities, using staff and/or processes that will be used in delivering the Contract Work</li> <li>- A flexible staffing approach which allows ongoing increasing or decreasing of staffing resources to meet fluctuations on Case volumes.</li> </ul> |
| <p>3.3<br/><i>Business Continuity and Disaster Recovery plan (BCDR)</i></p> | <p>In the text box(es) provided please describe your BCDR which sets out how you will respond to an event which significantly disrupts, or threatens to significantly disrupt, the provision of the Contract Work.</p>   | <p>This question is intended to give the LAA confidence that the Applicant will ensure continuity of Contract Work following any failure or disruption of any element of the business processes and operations.</p> <p>Higher points will be awarded to Applicants who can demonstrate that they will have a robust BCDR in place by the Service</p>  | <p><b>The BCDR should include:</b></p> <ul style="list-style-type: none"> <li>- The key risks identified to service continuity including: <ul style="list-style-type: none"> <li>• Geographical;</li> <li>• Infrastructure;</li> <li>• Data;</li> <li>• Staff; and</li> <li>• Access to the workplace</li> </ul> </li> </ul>   |

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|  | <p>As a minimum, the BCDR should comply with the requirements of Annex 4 (IT requirements, the CMS and Business Continuity) of the CLA Contract and should cover risks identified to Business Continuity in the following areas:</p> <ul style="list-style-type: none"> <li>▪ Geographical;</li> <li>▪ Infrastructure;</li> <li>▪ Staff; and</li> <li>▪ Data.</li> </ul> <p>Your BCDR should include how you would maintain service provision in the event staff cannot access their usual place of work, i.e. during the current pandemic situation.</p> <p>It should also outline plans for maintaining delivery of the Contract Work in the event that a risk, or another unforeseen event, materialises.</p> <p>Your BCDR must only be outlined in the text</p> | <p>Commencement Date that adequately takes into account the particular risks to delivery of Contract Work relevant to the location of the Office and the business systems in place for the delivery of the Service</p> | <ul style="list-style-type: none"> <li>- An outline of countermeasures to manage the risks identified;</li> <li>- Details of the roles and responsibilities of the staff responsible for the BCDR;</li> <li>- An outline of the processes the Applicant will follow in activating their BCDR.</li> </ul> <p><b>Extra points may be awarded if the BCDR provides a higher level of confidence that service continuity will be maintained, for example:</b></p> <ul style="list-style-type: none"> <li>- Detailed evidence of a well thought out BCDR that is relevant to the location and scale of the operation.</li> <li>- A higher level of assurance that staff with appropriate standing in the organisation will have responsibility for implementing the BCDR.</li> <li>- The BCDR is reviewed and tested at least annually.</li> <li>- The BCDR significantly exceeds requirements of Good Industry Practice (see the Standard Terms of the CLA Contract)</li> </ul> |
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|                                      | <p>box(es) provided, and you are not permitted to attach additional documents in response to this question</p>  |   |   |
| <p>3.4<br/><i>Cyber Security</i></p> | <p>Please use the text box(es) provided to describe how, in delivering the Contract, you will ensure cyber security risks are identified and reduced, and how you will monitor and measure this</p> | <p>This question is intended to give the LAA confidence that the Applicant will effectively identify and minimise the risk of cyber attack.</p> <p>Higher points will be awarded to Applicants that can provide a higher level of confidence that they:</p> <ul style="list-style-type: none"> <li>• Have a detailed understand of the potential cyber security risks relevant to the delivery of the CLA Service;</li> <li>• Will have robust processes and procedures in place to counter relevant risks;</li> <li>• Will actively raise awareness of cyber security risks with staff deployed to the CLA Service; and</li> <li>• Will continue to monitor, test and develop their approach to cyber security and respond to emerging risks.</li> </ul> | <p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- The key cyber security risks identified in respect of: <ul style="list-style-type: none"> <li>• Electronic devices;</li> <li>• Data security; and</li> <li>• Malicious attacks</li> </ul> </li> <li>- An overview of the counter measures the Applicant will use to counter the cyber security risks identified</li> <li>- A description of how the Applicant will: <ul style="list-style-type: none"> <li>• ensure staff deployed to the CLA Service are aware of the cyber security risks relevant to the delivery of the Contract and that staff can identify and manage cyber security risks</li> <li>• identify, monitor, report and learn from cyber security attacks and/or breaches</li> </ul> </li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance, for example:</b></p> <ul style="list-style-type: none"> <li>- a higher level of assurance that staff with the appropriate standing in the organisation and with cyber security management experience will have responsibility for this activity;</li> <li>- currently holding Cyber Essentials Plus Certification, which is valid at the Deadline (please note, where you indicate you currently hold Cyber Essentials Plus Certification, we will require evidence of this before entering into Contract);</li> </ul> |

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|                                    |   |   | <ul style="list-style-type: none"> <li>- Cyber security testing and training takes place at least annually;</li> <li>- Evidence of successfully identifying and managing cyber security risks or attacks in the delivery of another similar service.</li> </ul>   |
| 3.5<br><i>Expansion Resourcing</i> | <p>If you are successfully awarded a Contract, the LAA may require you to deliver increased Case volumes during Core Hours and be able to offer Remote Advice appointments during Extended Hours at short notice (e.g. in circumstances where another CLA Specialist Telephone Advice Provider in the Category is unable to fulfil their Contract).</p> <p>In the text box(es) provided please describe how – in a short time frame - you would increase your capacity to effectively manage an increase in the Case volumes allocated to you by 100% (i.e. double) in the Discrimination</p> | <p>This question is intended to assess the Applicant’s plans to expand capacity to increase the proportion of Contract Work allocated, if required by the LAA, including where this may be required at short notice.</p> <p>Higher scores will be awarded to Applicants that can provide a higher level of confidence that they can quickly and flexibly expand to deliver an increased proportion of Contract Work ensuring:</p> <ul style="list-style-type: none"> <li>• Deployment of staff with sufficient skills and experience to manage calls and Cases in line with the Specification;</li> <li>• Provision of additional infrastructure (where necessary) to support expansion; and</li> <li>• Service Standards and KPIs will be maintained.</li> </ul> | <p>The answer should include:</p> <ul style="list-style-type: none"> <li>- A detailed plan for ensuring sufficient staff with the appropriate skills will be available to deliver double the Case volumes (i.e. up to 66.67% of the overall CLA Service in the Discrimination Category) and also continue to offer Remote Advice appointments during Extended Hours.</li> <li>- A description of how the Applicant will provide infrastructure (if necessary) to deliver a 100% increase in Cases (i.e. up to 66.67% of the overall CLA Service in the Discrimination Category).</li> <li>- A description of how the Applicant will ensure Service Standards and KPIs will be met during whilst delivering an increased proportion of Contract Work.</li> </ul> <p>In providing a response to this question the Applicant’s answer should include timescales for expansion activity together with the names and responsibilities of Key Personnel involved.</p> <p><b>Extra points may be awarded if the Applicant’s answer provides a higher level of assurance that service continuity will be maintained, for example:</b></p> <ul style="list-style-type: none"> <li>- A higher level of detail about the steps that will be taken to expand Service capacity.</li> </ul> |

|  |  |  |   |
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|  | <p>Category using historical Case Volumes provided in Annex A and be able to offer Remote Advice appointments during Extended Hours.</p> <p>For the avoidance of doubt, this would mean providing 66.67% of the overall CLA Service in the Discrimination Category.</p> <p>Your expansion plan should be outlined in the text box(es) provided, and you are not permitted to attach additional documents in response to this question.</p> |  | <p>- A higher level of confidence that the expansion plan could be successfully implemented quickly to prevent gaps in service.</p> |
|--|--|--|---|

**Quality Award Criterion 4 – Implementation of the Service**

| No.  | Sub-criteria                           | Rationale  | Assessment Guidance                            |
|--|--|--|--|
| <p>This Quality Award Criterion is about how the Applicant would ensure they are ready to deliver the Contract Work for the Service Commencement Date.</p> |  |  |  |
| 4.1  | We will assess the Implementation Plan | The assessment of the plan is intended to give the LAA confidence that the Applicant | <b>The Implementation Plan should include:</b> |

|                            |  |   |   |
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| <p>Implementation Plan</p> | <p>provided in response to N3.</p> <p>Applicants that are currently delivering a service similar to the CLA Contract Work and are intending to utilise existing resources (e.g. infrastructure, processes) to deliver the CLA Contract should demonstrate in their Implementation Plan how they will ensure those resources are adequate to successfully deliver the Contract Work from the Service Commencement Date.</p> | <p>will be ready to deliver Contract Work by the Service Commencement Date.</p> <p>Higher scores will be awarded where the Applicant can evidence that it has clear, well-developed and credible plans that will ensure that key milestones are met. Conversely, lower scores will be awarded to Applicants where the plans are lacking in detail or credibility, are not yet finalised or do not clearly evidence how the Applicant will meet the Service Commencement Date.</p> | <ul style="list-style-type: none"> <li>- Details of all key resources and infrastructure required to deliver the Contract Work based on a full understanding of the requirements of the CLA Contract.</li> <li>- A credible Implementation Plan outlining key activities and realistic milestones.</li> <li>- A clear allocation of deliverables to Named Individuals who have the required expertise to deliver the individual elements of the Plan.</li> <li>- Full details of the Named Individual(s) with accountability for ensuring the Plan is implemented</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will be ready to deliver the Contract Work by the Service Commencement Date, for example</b></p> <ul style="list-style-type: none"> <li>- Evidence that the plan will largely utilise pre-existing resources and infrastructure which will meet the requirements of the CLA Contract</li> <li>- The plan clearly identifies risks to the implementation of the Contract Work along with well thought-out contingencies.</li> </ul> |
|----------------------------|--|---|---|

**DECLARATION**

**This section MUST BE COMPLETED by all Applicants wishing to submit a Tender for a CLA Contract**

**Declaration**

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements by the relevant latest date specified at paragraph 1.62 of the Civil Legal Advice Invitation To Tender Information For Applicants:

- Will have appropriate authorisation from a relevant legal sector regulator to deliver legal services; and
- Will have at least one Office that meets the relevant requirements set out in the Specification; and
- Will employ at least one Full-Time Equivalent Supervisor who meets the relevant Supervisor Standard in the Discrimination Category; and
- Will have telephony and IT which meets the CLA Contract requirements in place and operational; and
- Will maintain a ratio of one Full-Time Equivalent Supervisor to four Caseworkers; and
- Will have access to an Authorised Litigator who has experience in the Discrimination Category; and
- Will hold a relevant Quality Standard; and
- Will hold Cyber Essentials Certification.

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 a 2021 Civil Legal Advice (Discrimination) 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. I understand the Applicant will be required to evidence the information and warranties in the Applicant's Tender, including in this ITT Response, by the Service Commencement Date. I confirm that this Tender is compliant with the rules in relation to Connected Entities set out in paragraphs 2.7 to 2.13 of the IFA.

|     | <b>Question</b>  | <b>Response Type</b> |
|-----|--|----------------------|
| D.1 | Name of the individual making declaration on behalf of the Applicant | Free text            |
| D.2 | Status within the Applicant organisation                             | Option List:         |

|  |  |   |
|--|--|---|
|  |  | <ul style="list-style-type: none"><li>i) COLP or intended COLP</li><li>ii) HOLP or intended HOLP</li><li>iii) CM or intended CM</li><li>iv) Key Personnel</li></ul> |
|--|--|---|

## ANNEX D: TUPE AND CONFIDENTIALITY AGREEMENT

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

**For the attention of: Linda Atkinson**

The Lord Chancellor, acting in his capacity as the  
Secretary of State for Justice on behalf of the  
Ministry of Justice via the Legal Aid Agency  
13<sup>th</sup> Floor, 102 Petty France  
London  
SW1H 9AJ

Dear Sirs

### INVITATION TO TENDER FOR CIVIL LEGAL AID SERVICES

The Legal Aid Agency ("**LAA**") commenced a procurement process for CLA Specialist Telephone Advice Services (the "**Contract Work**") by publishing an Information for Applicants (IFA) document entitled '**Procurement of Civil Legal Aid Services in England and Wales from April 2021: Civil Legal Advice Invitation to Tender Information for Applicants**'.

We [*insert name of Applicant*] ("**Applicant**") wish to apply to deliver the Contract Work and are requesting further relevant (and appropriately anonymised) workforce information (to the extent required by and in accordance with applicable law) from the existing provider(s) of the CLA Services in order to ensure that relevant TUPE obligations can be complied with.

This letter sets out the conditions on which information is made available to the Applicant. In this letter "**Confidential Information**" means all confidential and proprietary information relating to persons employed by current LAA contact centre suppliers (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:

Legal Aid Agency – CLA Contracts from April 2021 Procurement Process IFA v1

## Definitions

“Applicable EU Law” means any law of the European Union (or the law of one of the Member States of the European Union).

“Controller” has the meaning set out in the GDPR.

“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” has the meaning set out in the GDPR.

“GDPR” means 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).

“ICO” means the UK Information Commissioner’s Office or any successor or replacement body from time to time.

“Personal Data” has the meaning set out in the GDPR.

“Processing” has the meaning set out in the GDPR.

“Processor” has the meaning set out in the GDPR.

“Security Requirements” the requirements regarding security of the Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2)).

1. The Applicant agrees:



- (a) to hold the Confidential Information in strict confidence and will keep in safe custody all media recording the same;
- (c) 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 any third party(s); and
- (d) to use the Confidential Information for the sole purpose of preparing its tender in response to the RFP and in accordance with all applicable laws (including the Data Protection Laws) (the “**Purpose**”).

2. The Applicant may disclose the Confidential Information:

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

provided that where information is disclosed to a recipient referred to in paragraphs (a), (b) and/or (d) (above) each party, to whom the Confidential Information is disclosed, shall comply with the confidentiality obligations set out in this letter as if they were the Applicant.

3. The Applicant shall be liable for the actions and/or omissions of the recipient(s) to whom it discloses any Confidential Information, pursuant to paragraphs 2(a), (b) and (d) (above) as if they were the actions or omissions of the Applicant.

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

- (a) any information which is in the public domain other than as a direct / indirect result of the information being disclosed by the Applicant in breach of this letter;
- (b) any information which was lawfully and publicly known to the Applicant before it was disclosed;
- (c) any information independently received by the Applicant or acquired by the Applicant from a third-party source that is not connected with the LAA and such source was not under any confidentiality requirement in respect of that information.

5. The LAA and the Applicant anticipate that the LAA shall act as a Controller and the Applicant shall act as a Processor in connection with any Personal Data under this letter and the Applicant shall Process such Personal Data in accordance with the Purpose and pursuant to its obligations under this letter.
  6. The Applicant, in relation to the Processing that it is carrying out arising out of or in connection with the Purpose, shall:
    - a) Process the Personal Data for the Purpose and in accordance with any instructions from the LAA;
    - b) unless prohibited by law, notify the LAA immediately (and in any event within twenty-four (24) hours of becoming aware of the same) if it believes (or ought reasonably to have been aware) that:
      - i. it is required by Applicable EU Law to act other than in accordance with the instructions of the LAA; or
      - ii. any of the LAA's instructions under paragraph 6(a) infringes the Data Protection Laws;
    - c) shall implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on the LAA by the Security Requirements;
    - d) notify the LAA promptly (and in any event within forty eight (48) hours following its receipt of any Data Subject Request or ICO correspondence or Third Party Request and shall not disclose the Personal Data to any Data Subject Request or ICO correspondence or Third Party Request without the Employer's prior written consent, and shall provide the LAA with all reasonable co-operation and assistance required by the LAA in relation to any such Data Subject Request or ICO correspondence or Third Party Request;
    - e) notify the LAA promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or "near miss" Personal Data Breach and shall implement any measures necessary to restore the security of compromised Personal Data and assist the Employer to make any notifications to the ICO and affected Data Subjects;
    - f) comply with the obligations imposed upon a Processor under the Data Protection Laws.
  7. The Applicant shall indemnify the LAA from and against all liabilities, costs (including legal and other professional costs and fees), expenses, damages and losses suffered or incurred by it arising from any breach of this letter and/or of the Data Protection Laws by the Applicant (and/or its officers and/or employee(s)) and/or any of the recipients to whom the Applicant is
- Legal Aid Agency – CLA Contracts from April 2021 Procurement Process IFA v1

permitted to disclose the Confidential Information pursuant to paragraphs 2 (a), (b) and (d) above.

8. Unless the LAA and the Applicant agree otherwise, the obligations of this letter shall survive for so long as information disclosed under it constitutes Confidential Information.
9. The Applicant shall ensure that it, its officers, employees and any recipient to whom it has disclosed the Confidential Information pursuant to paragraph 2(a), (b) and (d) (above), upon the LAA's request at any time promptly return and/or at the LAA's request destroy all Confidential Information and any copies made thereof, or other documents reproducing or generated from such Confidential Information. A senior officer of the Applicant shall certify in writing as to the completeness of such return and/or destruction.
10. The Applicant acknowledges that LAA makes no representation or warranty (express or implied) regarding the accuracy, reliability, completeness, freedom from defects or otherwise of the Confidential Information. The Applicant irrevocably and unconditionally waives any claims, rights or remedies which the Applicant may otherwise have in relation to the accuracy, reliability, completeness, freedom from defects or otherwise of the Confidential Information.
11. 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.
12. 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.
13. 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.
14. This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in all respects according to the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts in all matters relating to this letter.

**SIGNED** by [NAME OF SIGNATORY] )

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duly authorised to sign for and on behalf )  
of [APPLICANT] [type of organisation]<sup>1</sup> )

.....  
**Authorised Signatory**  
**Position:**<sup>2</sup>  
**Date:**

*This letter must be signed for you by a person who can bind you to it. If you are a company, a director must sign.*

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<sup>1</sup> 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.

<sup>2</sup> e.g. partner, designated member, director, trustees.

## ANNEX E: GLOSSARY OF DEFINED TERMS

Unless otherwise expressly stated, words and expressions defined in this IFA and the SQ and the ITTs shall have the same meaning as defined in the CLA Contract Documents.

In this IFA, the SQ and the ITTs the following terms shall have the meaning set out below.

| <b>Term</b>   | <b>Definition</b>  |
|---|--|
| Alternative Business Structure (ABS)                  | <p>A firm where a non-lawyer:</p> <ul style="list-style-type: none"><li>• is a manager of the firm, or</li><li>• has an ownership-type interest in the firm</li></ul> <p>A firm may also be an ABS where another body:</p> <ul style="list-style-type: none"><li>• is a manager of the firm, or</li><li>• has an ownership-type interest in the firm</li></ul> <p>and at least 10 per cent of that body is controlled by non-lawyers.</p> <p>A non-lawyer is a person who is not authorised under the Legal Services Act 2007 to carry out reserved legal activities</p> |
| Applicant   | A single legal entity (including an individual) tendering to deliver the advertised services   |
| Authorised Litigator                                  | An individual who conducts litigation services as an authorised person in accordance with the Legal Services Act 2007  |
| Award Criteria  | The award criteria within the CLA Category ITTs including the Technical Envelope and the Commercial Envelope, as also set out at Annex C of the IFA  |
| Award Criteria Guidance                               | Information on the LAA's approach to its evaluation of Award Criteria as set out in Annex C  |
| BSB   | Bar Standards Board; a Relevant Professional Body  |
| Business Day  | As defined in the CLA Contract Standard Terms  |
| Business Continuity and Disaster Recovery Plan (BCDR) | A published plan setting out the processes and arrangements which the Applicant will follow to ensure continuity of its business processes and operations following any failure or disruption of any element of the provision of Services and the recovery of the provisions of Services in the event of an unplanned interruption   |
| Case(s)   | As defined in the Contract Standard Terms  |
| Caseworker  | As defined in the Contract Specification   |
| Category(ies) or Law or Category(ies)                 | As defined in the Contact Specification  |

|  |  |
|--|--|
| Category Definitions 2018                | The document published on the LAA's website that outlines the Categories of Work that apply to the Specification which is incorporated into the Contract   |
| CILEx                                    | Chartered Institute of Legal Executives; a Relevant Professional Body  |
| Civil Legal Advice or CLA                | The brand name given by the LAA to the legal advice service it offers to members of the public   |
| CLA Category ITTs                        | Invitation To Tender for the CLA Procurement Process in the Discrimination and Education Categories of Law   |
| CLA Category ITT Response/ ITT Response  | An Applicant's response to an ITT as part of this CLA Procurement Process  |
| CLA Service or Service                   | Services delivered under the CLA brand   |
| CLA Operator Service                     | Means any call centre operation appointed by us or online system developed by us, or on our behalf to receive initial contact from a member of the public in respect of CLA to distribute the same to a Provider |
| CLA Procurement Process                  | This procurement process inviting tenders for a CLA Contract to deliver Contract Work in the Education and Discrimination Categories of Law  |
| CLA Specialist Telephone Advice Provider | A party to CLA Contract with the LAA, in respect of the provision of CLA advice  |
| Client                                   | As defined in the Specification  |
| Commercial Envelope                      | The section in the e-Tendering system where Applicants submit the prices they will charge for delivering the Services  |
| CM                                       | Compliance Manager for an organisation authorised by CILEx   |
| COLP                                     | Compliance Officer for Legal Practice for an organisation authorised by the SRA  |
| Complaints Body                          | A body or organisation, which handles complaints in relation to your professional or service activities, including Ombudsmen   |
| Connected                                | Has the meaning given in paragraph 2.8-2.9 of this IFA and "Connection" shall be construed accordingly   |
| Connected Entity                         | An Applicant who is Connected to one or more other Applicants and/or the Current Provider  |

|  |   |
|--|---|
| Contract or CLA Contract or 2021 Civil Legal Advice Contract | The Civil Legal Advice Contract for delivery of Contract Work which will be awarded to each successful Applicant, namely the 2021 Civil Legal Aid (Education) Contract and 2021 Civil Legal Aid (Discrimination) Contract either singularly or collectively   |
| Contract for Signature                                       | The document of that name which forms part of the Contract  |
| Contract Period  | Has the meaning given in the Contract for Signature   |
| Contract Start Date  | Has the meaning given in the Contract for Signature being a date as early as possible within the month of December 2020.  |
| Contract Work  | Services to be delivered under a CLA Contract in accordance with the requirements of the CLA Contract   |
| Controlled Work  | Has the meaning given in regulation 21(2) of the Procedure Regulations  |
| Core Hours   | Has the meaning set out at paragraph 1.10 of this IFA in respect of the Discrimination Category, and paragraph 1.12 in respect of the Education Category  |
| Cross Border Cases   | As defined in the Contract Specification  |
| Current Provider   | Providers who are party to any current CLA contract   |
| Cyber Essentials Certification                               | Cyber Essentials or Cyber Essentials Plus certification   |
| Data Protection Legislation                                  | As defined in the Contract Standard Terms   |
| DDI  | Direct Dial Inwards   |
| Deadline   | The deadline to submit a Tender under this process which is 9am, 5 November 2020.   |
| Dedicated Telephone Advice Service                           | Is one where: <ul style="list-style-type: none"> <li>• the service has advertised opening hours and telephone lines are manned at all times during those opening hours;</li> <li>• the service is delivered primarily via the telephone and correspondence;</li> <li>• all initial enquiries from clients are made by and the overall nature of the problem is diagnosed over the telephone, with clients informed of whether the service can help or if a formal referral process is required;</li> <li>• the service can provide the client with specific advice based on an analysis of the client's situation and desired outcome and, where</li> </ul> |

|                                  |   |
|----------------------------------|---|
|                                  | <p>necessary, with the Caseworker taking responsibility for further action, and</p> <ul style="list-style-type: none"> <li>operator staff and/or Caseworkers have been provided with specific call-handling training</li> </ul> <p>And does not include triage or the provision of initial general information</p>  |
| Determination                    | As defined in the Contract Specification  |
| Determination Fee                | As defined in the Contract Specification  |
| Digital CLA Service              | <a href="https://www.gov.uk/check-legal-aid">https://www.gov.uk/check-legal-aid</a>   |
| Disbursement                     | As defined in the Contract Standard Terms   |
| Discrimination                   | Work within the scope of publicly funded face to face or telephone advice and representation in the Discrimination Category as defined in the Category Definitions 2018 document  |
| Education                        | Work within the scope of publicly funded face to face or telephone advice and representation in the Education Category as defined in the Category Definitions 2018 document   |
| e-Tendering system               | The LAA's secure Internet site at <a href="http://www.legalaid.bravosolution.co.uk">www.legalaid.bravosolution.co.uk</a> through which Tenders and the procurement process as a whole are managed   |
| Executive Agency                 | A body tasked with carrying out executive functions within government   |
| Extended Hours                   | Has the meaning set out in paragraph 1.10 of this IFA in respect of the Discrimination Category   |
| Face to Face Advice              | As defined in the Specification   |
| Face to Face Advice Provider     | A party to the 2018 Standard Civil Contract (as amended) with the LAA in respect of the provision of Face to Face Advice in the Education and Discrimination Categories of Law  |
| Final Score                      | The score (out of a maximum of 100) achieved by the Applicant following the LAA's assessment of the Technical Envelope and the Commercial Envelope  |
| Frequently Asked Questions (FAQ) | Frequently asked questions as provided for under this procurement process and referred to in the IFA  |
| 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 one Full Time Equivalent:</p> <ul style="list-style-type: none"> <li>Person A – 20 hours per week</li> <li>Person B - 10 hours per week</li> <li>Person C – 5 hours per week</li> </ul> |



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|                                   | 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  |
| 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)  |
| Government Department             | A body tasked with carrying out executive functions within government   |
| HOLP                              | Head of Legal Practice for an organisation authorised by the BSB  |
| Hourly Rate                       | The hourly payment applicable for the duration of all Cases in the Education and Discrimination Categories  |
| Implementation Plan               | A Mandatory Attachment as set out at paragraph 3.21 of the IFA  |
| Information For Applicants or IFA | This document entitled “Procurement of Civil Legal Aid Services in England and Wales from April 2021: Civil Legal Advice Invitation to Tender Information for Applicants”   |
| Invitations to Tender (ITTs)      | CLA Category ITTs for a CLA Contract  |
| Key Personnel                     | Any individual who has or is held out as having either expressly or impliedly, or exercises, (or will have, be held out as having or exercise by the Contract Start Date) powers of representation, decision, veto, influence or control in relation to an Applicant including partners, directors, trustees and other senior managers and employees of the Applicant.<br><br>Where a trust or company would satisfy the above in relation to an Applicant, any individual who has the right to exercise significant influence or control over the activities of that trust or company. |
| Key Performance Indicators        | The key performance indicators specified in the KPI Annex of the Contract Documents   |
| Legal Aid Agency or LAA           | The Executive Agency of the Ministry of Justice that is responsible for the administration of legal aid (including this procurement process).   |
| LAA Account Number                | The unique reference assigned to each provider Office from which legal aid work is undertaken   |
| Lexcel                            | The Law Society’s legal practice quality mark, which is a Quality Standard under the Contract.  |

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| Licensed Work          | Has the meaning given in regulation 2 of the Procedure Regulations. In general terms, it covers the legal representation element of Contract Work. There is no limit to the volume of Licensed Work a Provider can perform   |
| Management Team        | Having responsibility for maintaining and reviewing the Services and its delivery at Office level with oversight for staffing arrangements, work allocation and casework quality assurance. The term does not necessarily include the activities of Supervisors, though these may also be members of the Management Team |
| Mandatory Attachments  | As set out at paragraph 3.21-3.30 of the IFA   |
| Maximum Hourly Rate    | The maximum Hourly Rate an Applicant may submit in its Tender in the relevant Category   |
| Minimum Requirement(s) | As set out at paragraph 1.62 of the IFA  |
| Mobilisation Period    | The period between the Contract Start Date and the Service Commencement Date, as provided for in the Contract  |
| Named Individual       | Individuals employed by the Applicant (or individuals with a Signed Engagement Agreement) named on the Applicant's Staff Organogram  |
| Office                 | As defined paragraph 4.25-4.27 in the Specification  |
| Peer Review            | A quality assessment tool operated by or on behalf of the LAA which directly measures the quality of advice and legal work carried out by legal aid providers  |
| Personal Data          | As defined in the GDPR   |
| Price Form             | The section of the Commercial Envelope in the e-Tendering system where Applicants are required to submit the prices they will charge in respect of the Contract Work   |
| Price Award Criterion  | The Award Criterion against which the Applicant's pricing submission will be assessed  |
| Priority Questions     | Specific questions which will be given additional priority and used to differentiate between Applicants in the event that Applicants are tied which prevents the LAA identifying the designated number of successful Applicants  |
| Procedure Regulations  | The Civil Legal Aid (Procedure) Regulations 2012   |
| Provider               | A party to a contract with the LAA in respect of the provision of Legal Aid  |
| Quality Award Criteria | The Award Criteria against which the Applicant's responses in the Technical Enveloped will be assessed   |
| Qualification Envelope | Specific questions in the e-Tendering system which cover the Selection Criteria as set out in Annex C of this IFA  |

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| Quality Standard                     | Either the LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard  |
| Relevant Professional Body           | The body or organisation which regulates or exercises control over an Applicant's professional or service activities or such activities of any of its personnel and/or any other body to whose rules it has elected to be subject to   |
| Remote Advice                        | As defined in the Specification  |
| Remote Specialist Telephony Handbook | As defined in paragraph 1.78. The Remote Specialist Telephony Handbook comprises three (3) documents: AWS Connect Agent Training Guide; AWS Connect Ops Lead MI Reports Training Guide; HGS LAA CLA Telephony High Level Design.   |
| Resourcing Plan                      | The resourcing plan which is a Mandatory Attachment to an Applicant's Tender, as required by the IFA   |
| Response                             | An Applicant's response to any of the procurement documents, including the SQ and one or more of the CLA Category ITTs as applicable; and which form a part of its Tender  |
| Rota Hours                           | Has the meaning set out at paragraph 1.12 of this IFA in respect of the Education Category   |
| Rules for Connected Entities         | The rules set out at paragraph 2.7-2.13 of the IFA   |
| Selection Questionnaire or SQ        | The Selection Questionnaire that forms part of this CLA Procurement Process  |
| Signed Engagement Agreement          | A legally binding agreement between and executed by an individual and an Applicant confirming that the individual will be employed or otherwise engaged by the Applicant to conduct Contract Work for or on behalf of the Applicant from the Service Commencement Date in accordance with the requirements of the CLA Contract |
| Service Commencement Date            | 1 April 2021   |
| Specification                        | The Specification of the Contract at Annex 1 of the CLA Contract   |
| Specialist Quality Mark (SQM)        | The LAA's legal practice quality mark which is a Quality Standard under the CLA Contract   |
| SQM Audit Provider                   | Recognising Excellence Limited   |
| SRA                                  | Solicitors Regulation Authority; a Relevant Professional Body  |

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| Staff Organogram     | A Mandatory Attachment as set out in paragraph 3.21  |
| Stage(s)             | A reference to one or more of stages 1 – 4 of the Tender evaluation process as set out in Section 4 of the IFA   |
| Supervisor           | As defined in the Contract Standard Terms  |
| Supervisor Standard  | As defined in the Contract Specification   |
| Technical Envelope   | Specific technical questions in the e-Tendering system which cover the Quality Award Criteria as set out in Annex C of the IFA   |
| Tender               | An Applicant's complete response to the CLA Procurement Process consisting of a Response to the following: <ul style="list-style-type: none"> <li>• the SQ: and</li> <li>• one or more of the CLA Category ITTs</li> </ul> |
| Total Weighted Price | The total sum of all of an Applicant's Weighted Prices   |
| Variant Bid          | A Tender in which departs from the requirements of the Contract and /or the procurement process  |
| Weighted Price       | The individual price submitted by an Applicant for the Price Award Criterion in the Commercial Envelope after the specified weightings have been applied to them by the LAA  |