

Invitation to Tender for 2015 Duty Provider Crime Contracts: Final Frequently Asked Questions

Many questions will be answered by the information given in the Information for Applicants document (IFA), which is available on the Tenders pages of our website:

<https://www.gov.uk/government/publications/legal-aid-crime-tender-2015>

The IFA is also available within the Duty Provider Organisation ITT in the eTendering system.

The deadline for questions about the IFA or the tender was 12 noon on 15 December 2014 (note this is referred to as the “End date for supplier clarification messages” on the eTendering system). We are therefore unable to answer questions received after that deadline.

New information in this final version of the document is in [blue text](#)

Questions that we consider to be of wider interest have been collated and answered centrally in writing to ensure that all interested parties have equal access to information in the answers. These questions and answers have been published in this Frequently Asked Questions (FAQ) document.

All questions received from Applicant Organisations and which have been included in this FAQ can be found as an Annex to this document, including where the question has been answered.

We have also received questions from the Law Society, LCCSA and CLSA which will be published as a separate document on the webpage above shortly.

SECTION 1: Questions about using the Bravo eTendering System

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

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

Guidance on using the eTendering system to respond to the Duty Provider Invitations to Tender is also available at <https://www.gov.uk/government/publications/legal-aid-crime-tender-2015> and with the Duty Provider Organisation ITT.

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

As outlined at paragraph 2.11 of the IFA, the eTendering registration through which Applicant Organisations respond to this procurement opportunity must correspond with the entity that intends to hold a Duty Provider Contract.

Any questions about the content of the IFA as opposed to technical queries should be directed through the relevant message board by 12 noon on 15 December 2014.

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

This facility informs you when you have not opened documents within an ITT, for example, the Information for Applicants document. Please note that not all documents in the buyer attachments will be applicable to all Applicant Organisations - for further information on Mandatory Attachments please see paragraph 3.6 of the IFA.

SECTION 2: Questions about the Tender

2.1 What is the deadline for questions?

If you have any questions about the content of the IFA you may submit them up until 12pm noon on 15 December 2014 through the eTendering system (note this is referred to in the eTendering system as the "End date for supplier clarification messages").

Questions about how to use the eTendering system should be emailed to the following email address: LAATenderHelpdesk@ventura-uk.com. Alternatively, the telephone number for the helpdesk is 03330 037060 (lines are open from 9am to 6pm Monday to Friday).

The LAA recommends that you start to complete your Tender early so that you identify any areas where you need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline (12 noon on 29 January). The LAA cannot guarantee that queries received close to the Deadline will be dealt with before the Deadline.

2.2 I have been invited to tender for a Duty Provider Contract - do I have to respond?

There is no obligation for Applicant Organisations invited to this procurement opportunity to tender for a Duty Provider Contract if they do not wish to.

2.3 What documents do I need to submit as part of my Tender?

As set out at paragraph 3.2 of the IFA, a compliant Tender will consist of a response to:

- The (Duty Provider) Organisation ITT, including all Mandatory Attachments
- AND
- One or more of the Procurement Area ITTs (a Procurement Area Bid)

A list of Mandatory Attachments is provided at paragraph 3.6 of the IFA.

2.4 The definition of 'Employee' does not make specific reference to sole principals - can they be counted as 'Employees' for the purpose of my Tender?

Yes, sole principals will count as meeting the definition of an Employee.

2.5 Do the average volumes per case type by Procurement Area set out in Table 2 of

Annex A of the IFA represent the expected number of such cases under each contract in the Procurement Area?

No, these figures are an average of previous claims for these types of cases based on the number of providers reporting this work in each Procurement Area in 2013/14.

Whilst the LAA has provided anticipated volumes of Contract Work by Procurement Area, it is not possible to anticipate the volume of each type of case. However, drug offences, offences against the person and offences of dishonesty are the most commonly occurring cases at the police station. As such, Selection Criteria relating to experience of these types of cases includes volumes based on historic occurrence in each Procurement Area to provide the LAA assurance of the extent of experience held.

SECTION 3: Bidding entities

3.1 My organisation's status has changed (e.g. merged, novated with another organisation) since I submitted my Own Client Contract Tender. What should I do?

We have received a number of queries around amendments to business structures either under consideration or in the process of being completed. Many such questions will be answered by reference to the information given in the original Information for Applicants document for the Own Client tender and the subsequent Frequently Asked Questions (FAQ) document, which is available on the Tenders page of our website at:

<https://www.gov.uk/government/publications/legal-aid-crime-tender-2015>

However, to help assist with these queries the LAA has also sent some additional information on changes to business structures to all organisations offered an Own Client Contract through the Own Client eTendering message board. This has also been made available on the crime tender pages of our website.

3.2 I am considering merging with another firm to be able to deliver the Duty Provider Contract but have not been awarded an Own Client Contract on this basis, can I tender for a Duty Provider Contract as the merged entity?

As outlined at paragraph 1.17 of the IFA for the Own Client Contract, Applicant Organisations were required, as part of that stage of the procurement process, to consider how they intended to bid for a Duty Provider Contract. Flexibility was subsequently given to organisations in how they tendered (i.e. they could bid as they were currently constituted as well as the organisation they intended to become to tender for a Duty Provider Contract).

Only Applicant Organisations that have been notified of our intention to award them an Own Client Contract are eligible to tender for a Duty Provider Contract. Therefore, if the Applicant Organisation which was successful in the Own Client Contract Tender no longer exists it cannot accept the Own Client Contract offer or bid for the Duty Provider Contract. Please see also the separate additional information referred to at paragraph 3.1.

3.3 I submitted two tenders for an Own Client Contract because I intended to reconfigure my organisation and both resulted in the offer of an Own Client Contract. How should I now respond to this stage of the procurement process?

It is up to invited Applicant Organisations how they decide to tender. However, the organisation tendering for a Duty Provider Contract must be the same entity as that which was awarded an Own Client Contract. This means that the eTendering registration through which an Applicant Organisation responds to this procurement opportunity must correspond with the entity that intends to hold a Duty Provider Contract.

Applicant Organisations may submit multiple Tenders as part of different entities. However, they must meet the Rules on Submitting Multiple Bids outlined in paragraphs 2.29 to 2.37 of the IFA. These provide that in any single Procurement Area:

- (a) an Applicant Organisation may not be “Connected” to another Applicant Organisation submitting a Procurement Area Bid in that Procurement Area;
- (b) an Applicant Organisation may only be “Connected” to one Delivery Partner named in a Procurement Area Bid in that Procurement Area; and
- (c) a Delivery Partner who is not “Connected” to an Applicant Organisation submitting a Procurement Area Bid in a Particular Procurement Area may only be Connected to one other Delivery Partner named in a Procurement Area Bid in that Procurement Area.

Where an Applicant Organisation intends to tender as a newly constituted organisation awarded an Own Client Contract, it must by the time it submits its Tender have its actual or proposed name and must have been granted appropriate authorisation by a relevant legal sector regulator by the Contract Start Date (anticipated to be 30 June 2014). However, preference will be given to those Applicant Organisations that currently hold or have applied for appropriate authorisation from a recognised legal sector regulator. Applicant

Organisations yet to apply for authorisation are advised to contact their chosen legal sector regulator as soon as possible to ensure that they are clear about the authorisation process and make their application in good time.

SECTION 4: Procurement Areas

4.1 Will my organisation be able to bid for all duty schemes it's currently eligible for?

The LAA is inviting tenders on the basis of new Procurement Areas and most Procurement Areas differ from existing arrangements. Therefore, you should be aware that you may no longer be eligible for those schemes they you are currently eligible for.

Details of schemes within each Procurement Area are contained in Table 3 of Annex B of the IFA. The rules for identifying which Procurement Area your Office is in are set out in 3.35 of the IFA.

If you want to check that you have correctly identified the Procurement Area your Office is in, you can seek confirmation from the LAA. To do this, you must send a message through the relevant Procurement Area ITT message board by 12 noon on 15 December providing the address and postcode of your Office and asking the LAA to confirm the Procurement Area you are in based on the rules.

4.2 What does the LAA mean by the word ‘identify’ in paragraph 4.14 (office requirements)?

Please see paragraph 4.14 of the IFA which states: “Applicant Organisations need not have signed agreements for Offices at this stage but must have at least identified an address in the Procurement Area from which they intend to deliver Contract Work.”

4.3 Where a London Borough borders a non-London Country (e.g. Havering bordering Essex) what basis is there for not allowing a firm bidding in Havering to have an office in Essex for example? Has consideration been given to proximity of Police Stations to offices in such circumstances?

The allocation of Procurement Areas and the Duty Schemes which they contain has previously been published and consulted upon. For further information, please refer to the consultation response ‘Transforming Legal Aid: Next Steps’ which can be found [here](#).

4.4 In London, does having an office in the Procurement Area garner more points than an office in an adjacent area? Is an office at the extreme edge of an adjoining borough worth the same points as an office in the centre of the procurement area itself?

When submitting an Office address and postcode in response to questions A.1.a and b as part of its Procurement Area Bids(s), an Applicant Organisation must check that its Office is in the requisite Procurement Area by using the Procurement Area rules. These rules are set out at paragraph 3.35 of the IFA.

4.5 Is it intentional that only those Procurement Areas which contain a court give the contract holder of that PA the ability to act as Duty Solicitor at that Court?

As set out at Paragraph 1.16 of the IFA, Duty Slots will be allocated exclusively to those organisations that have been awarded Duty Provider Contract Work in the Procurement Area. All Contract Work flowing from the Duty Slots e.g. a Police Station Duty case, will be undertaken under the Duty Provider Contract even if the case subsequently moves outside the Procurement Area.

4.6 Would you be able to make two London adjacent procurement area bids using one office for both? If you have an office in Brent would you be able to make two bids for Brent and Harrow using the same office?

The Procurement Area rules can be found at paragraph 3.35 of the IFA. For the avoidance of doubt, Applicant Organisations bidding in London Procurement Areas must have an Office either in the Procurement Area itself or in one of the immediately adjacent Procurement Area, as found in Annex B Table 2.

4.7 Is there anything in the rules that prevent me being entered on, say, two bids in Norfolk 1 as delivery partner and two bids in Sussex 1?

I would like to be able to attach myself to as many contract bids as possible in my procurement area, to increase my chances of success, but I understand from the IFA that only two such attachments are possible in each procurement area. Is that correct?

Please refer to the Rules on Submitting Multiple Bids, which can be found at paragraphs 2.29-37 of the IFA.

4.8 If the organisation has several qualifying offices in the Procurement Area can the response to Question A1a list the addresses of all such offices OR is the organisation limited to choosing the Principal office?

Applicant Organisations need only provide the details of one Office per Procurement Area. Applicant Organisations are reminded that they may only bid once in each Procurement Area. For information on the Office requirements for the Invitation to Tender for Duty Provider Crime Contract, please see paragraphs 4.14-15 of the IFA. Full details on the requirements an Office must meet are contained in paragraphs 2.27-28 of the 2015 Duty Provider Crime Contract Specification.

4.9 I presume that in Section G, the first version of the question is not supposed to apply in Split Procurement Areas? Because they are not expressly excluded, so as drafted it is 20 points as against 5 if you are in the actual area rather than the other half.

Although Annex C of the IFA shows both forms of question G.1., only one form will be visible to the Applicant Organisation in the eTendering system. The form visible will be specific to the Procurement Area ITT and the type of Procurement Area being bid for.

4.10 How are you going to deal with Court and police station closures and reorganisations that fundamentally disrupt the delivery plans firms have submitted?

The LAA is not in a position to comment on hypothetical scenarios as the actual approach taken will depend on the specific circumstances that arise and it will take into account the provisions of the contract and the procurement law 'framework'.

4.11 To score the maximum points on question G.1., does the office have to be fully operational and have an SRA registered number by the 29th January 2015 i.e. seeing clients and branding etc? Or can you have a rental agreement signed at that point with the view to having the office operational during the coming months after you have submitted your bid? If you only have a rental agreement will you score 0 points even though you have an office rented?

Please refer to paragraphs 4.14-15 and 4.31 of the IFA and the requirements an Office must meet contained set out at in paragraphs 2.27-28 of the 2015 Duty Provider Crime Contract Specification.

4.12 We understand that we can tender for Duty Solicitor contracts in King's Lynn and Cambridge and plan to submit ITTs for the firm together with ITTs for three procurement areas (namely Norfolk One, Norfolk Two and Cambridgeshire) without any further registration with Bravo Solutions. Each of the procurement areas is adjacent to the other two. Is this permissible?

For the Procurement Area Rules and Schemes covered by each Procurement Area, please refer to paragraph 3.35 of the IFA and to Table 3 of Annex B in the same document.

4.13 Can you please describe how you will be reviewing bids by Applicant Organisations in multiple procurement areas? Will you be looking at multiple bids side by side to ensure they are capable of delivery and that the same individual is not being relied upon unreasonably in two different procurement areas?

For information on how the LAA will assess that the Rules on Submitting Multiple Bids have been complied with, please refer to paragraphs 4.41-43 of the IFA.

SECTION 5: Own Client Contracts

5.1 We only intend to undertake Own Client Contract Work, originally the start date for this work was 1 July 2014 but has this been delayed to coincide with the Service Commencement Date for Duty Provider Contracts?

Yes. As outlined at paragraph 3.5 of the consultation response „Transforming Legal Aid: Crime Duty Contracts: “In light of the judicial review challenge against the Next Steps consultation process and the consequential further consultation, we delayed the start of the next phase of the procurement process (Duty Provider Work) and consequently the contracts (both DPW and OCW contracts) will now not commence until October 2015”.

5.2 The IFA document suggests that verification for the Own Client Contract will be done simultaneously with the Duty Provider Contract in June 2015. However, please can you confirm that you will not require any verification details for the Own Client Contract in January 2015 as previously stated. Can you also confirm when you would like the supervisor forms completed and uploaded by?

As set out in paragraphs 7.2 of the IFA, the verification process will cover both the Applicant Organisation's Duty Provider Contract and its Own Client Contract. Requests for evidence will be sent to Applicant Organisations starting from June 2015. The table at paragraph 7.3 sets out the information to be submitted before the Contract Start Date. The table in paragraph 7.13 sets out the information to be submitted one month before the Service Commencement Date, which includes compliant Supervisor Declaration Forms.

5.3 The IFA states at paragraph 1.16 that "All contract work flowing from the Duty slots will be undertaken under the Duty Provider Contract". Please clarify whether all such work will therefore be classed as duty work and not 'own client' work and will be included in the 40% limit permitted to be undertaken by a Delivery Partner. So for example if you are called to a police station to cover your duty slot and a client is subsequently charged, will the first appearance at the Magistrates Court be classed as duty work or own client and thereby covered under the respective Duty Legal Aid contract.

Duty slots will be allocated exclusively to those organisations awarded Duty Provider Contract work, and those Applicant Organisations will hold the client's retainer. Any follow up work will therefore be deemed as Duty Work under the Duty Provider Contract (rather than Own Client work under the Own Client Contract). Please also see clause 3.15 of the draft 2015 Duty Provider Crime Contract Standard Terms, available on our website here: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380031/2015-duty-provider-crime-contract-draft-standard-terms.pdf

SECTION 6: Prison Law

6.1 I only want to undertake Prison Law Contract Work, when will I have the opportunity to tender for this?

Applicant Organisations intending to deliver only Prison Law Contract Work and/or Appeals and Review Contract Work are not able to apply through the current procurement process. A separate procurement process for this work will open in summer 2015 with contracts starting from October 2015. Further details will be available on our website nearer the time.

SECTION 7: Case Volumes

7.1 In relation to the IFA, Annex A, Table 1, do the numbers under “estimated number of Magistrates Court Cases per contract per annum” relate to ALL cases going to that provider when acting as duty solicitor OR all cases where a representation / Legal Aid order is granted? Where do these figures come from? How do you know what Magistrates Court work is from police station duty calls and how much is own client?

The note entitled ‘Data Information’ at the end of Table 1 in Annex A, which can be found at page 68 of the IFA sets out how contract values and volumes in each Procurement Area have been estimated. Because this is Legal Aid claims data, the volumes only refer to cases where a legal aid bill has been paid. The hourly rate payment mechanism will continue under the new contract.

Please see the Consultation response paragraph 42 for more details on the rates. The Consultation document can be found here: <https://consult.justice.gov.uk/digital-communications/transforming-legal-aid-next-steps>

7.2 Do the figures in the published data packs for volume of work in the Magistrates courts include reported VEC cases or do these figures need to be added together?

Data pack Table 5 does not include virtual courts, which are captured separately in data pack Table 5A. These data packs can be found here: <https://www.gov.uk/government/publications/data-pack-tables-for-crime-tender-2015>

7.3 With reference to the volume of police station cases managed over the 12 month period, does this include just those cases which resulted in a police station attendance or every case allocated via the DSCC even if it did not result in an attendance? Do the figures relating to volume of police station cases set out in Annex A relate to all police station cases or relate simply to cases where there was no subsequent charge?

The volume of police station cases relates to all police station cases including 'no further actions'.

7.4 How have you arrived at the stated requisite numbers of cases required to demonstrate experience of “drugs offences” and “offences against the person” per Procurement Area?

As set out at paragraph 4.26 of the IFA, the number of cases specified in Selection Criteria E.3. to E.5. on delivery experience are based on the average volumes by Procurement Area for those case types. These data are set out in Table 2 of Annex A of the IFA.

SECTION 8: Financial Assessment

8.1 How does the Basic Financial Assessment ensure that it is appropriate for the Applicant Organisation to proceed to the next stage given that the expansion can be up to three times its recent turnover?

The contract appears to be based on the assumption that firms can take on three times the present volume of work. How has this ratio been determined?

The average turnover of a firm will include private work which is billed at approximately 5 to 6 times legal aid rates. Has the LAA considered this in coming to these figures?

Why is the turnover of an applicant organisation relevant when considering the expansion capacity assessment?

If the capacity test is designed to assess ability to perform an increase in work volume, why have you opted for a ratio based on value of work rather than volume of work?

You require far greater detailed information for expansion bids than you do for non-expansion bids. Why?

As stated at paragraph 5.7 of the IFA “the purpose of the Basic Financial Assessment is to assess the general financial health of the Applicant Organisation”.

The three times turnover threshold forms part of the tender assessment process and relates to value being tendered for rather than volume. As outlined at paragraph 5.9 of the IFA the purpose of the Expansion Capacity Assessment is to assess whether the Applicant Organisation has demonstrated it has the financial capacity to deliver the Contract Work tendered for. As such, it will apply to all Applicant Organisations classified as Other Business Types and Established Businesses bidding for more than three times their average Turnover over the last 2 years’ accounts.

8.2 What is meant by “suitably qualified finance professionals”?

What level of qualification is “suitable”?

Is the MOJ employing independent assessors of financial suitability and, if so, which firms are employed to undertake this assessment?

Paragraph 5.30 suggests that some assessments will not be conducted by a qualified professional. Is this correct?

Is a formula being applied to the Financial Assessment?

“Suitably qualified professionals” mean finance professionals with appropriate qualifications to undertake the Expansion Capacity Assessment. Individual financial professionals with suitable qualifications will be contracted to assist with the assessment of Financial Information which will be overseen by the LAA’s own finance team.

Please see paragraphs 5.33, 5.34 and 5.44 of the IFA for information on assessment of Financial Information.

Please also see Annex D of the IFA for more details on the assessment of Financial Information.

8.3 Concerns have been raised as to the potential for different approaches to figures being used by bidding businesses/firms and the LAA. If the firm’s Organisation ITT response confirms a turnover figure falling within the ‘3x’ multiple, how would the LAA form a view that this information is incorrect and what would prompt the steps necessary to determine this? How will the LAA know if the figures it has for each firm in given financial periods correspond entirely with the figures deployed by each firm in a given accounting period? What is the position where sums are owed to the LAA

under the SMP system? Does turnover include all sums received and is any allowance made for the possibility that some firms will owe the LAA some of this funding?

The IFA provides detail on the Financial Information required from Applicant Organisations. Please also see paragraph 5.29 of the IFA. In accordance with paragraph 8.18 of the IFA the LAA reserves the right to disqualify from the procurement process any Applicant Organisation submitting false, misrepresentative or misleading information.

8.4 Firms may obtain loans to fund expansion. Does the reference to “the first year of contract” mean that any loan repayments required after the first year will not be considered as part of this exercise? How will the impact of such loans be considered? Are some types of repayment scheme more attractive to the LAA than others? Do the checks on the firm having available cash to fund the business including any debts extend beyond year 1? How do you avoid the problem of loans repayable after a year?

Please see paragraph 5.27 of the IFA for information that Applicant Organisations must submit for the LAA to undertake the Expansion Capacity Assessment. Please also see detailed information in Annex D of the IFA on the Business Plan and how Financial Information will be assessed and Annex E for the definition of a Cash Flow Forecast.

8.5 Can you provide further information as to the type of financial monitoring you refer to in 5.43(c)?

This will be dependent on the specific financial circumstances of successful Applicant Organisations with an Amber or Red rating.

8.6 We have been trading for many years in our current form but have recently changed our financial year end so that our accounts cover a period longer/shorter than the two years requested. Can we still submit the Financial Information required for an Established Business?

We have been wholly owned by the same equity Members since we started trading and there have been no changes in the Key Personnel in so far as this is defined as those who actually own or are in control of the management of the business. However, we have invited new Members to join the organisation, although none have any control over the management of the business. We do not consider these changes to be significant or material in the sense that it has had an impact on the ownership or control of the business but the introduction of these new Members would exceed the "one third" criteria were they deemed to be material or significant. Can we still submit the Financial Information required for an Established Business?

We are unable to advise Applicant Organisations on how to structure their bids. Applicant Organisations should review Section 5 of the IFA with particular reference to paragraph 5.6 and decide the most appropriate route for their organisation when submitting their Financial Information.

8.7 In assessing the turnover of the Applicant Organisation in respect of Financial Assessment does this mean the entire turnover of the firm or just the criminal department where the firm has a mixed practice?

As set out at paragraph 5.8 of the 2015 Duty Provider Crime Contract Information for Applicants, Financial Assessment applies at the organisational level.

8.8 We currently operate an LLP, which is the Applicant Organisation for the Duty Provider Contract, but also operate a Limited Company which charges the LLP a

management charge. Any profits sit in the Limited Company rather than the LLP. Which set of accounts will we need to provide to meet the requirements of Financial Assessment?

We intend to bid for a Duty Provider Contract and will use Delivery Partners. Do we need to submit their financial information along with our own?

In accordance with paragraph 5.4 of the IFA, Financial Assessment will review the financial position of the Applicant Organisation only. This is because, as outlined at paragraph 2.18 it will be the Applicant Organisation which will be contractually responsible for the delivery of all Contract Work.

8.9 Can you confirm the dates for the accounts that need to be audited or certified?

As set out at paragraph 5.25 of the IFA the Established Business Financial Assessment Form must contain financial information taken from the Certified or Audited Accounts for 2 years, the earliest year starting no earlier than 1 January 2012.

8.10 What figure is used to calculate whether the Expansion Capacity Test applies?

As set out at paragraph 5.11 of the IFA, an Expansion Capacity Assessment for an Established Business will apply where the total Anticipated Contract Value bid for is more than three times its average Turnover over the last 2 years' accounts.

8.11 Please can you confirm on the Cash Flow template if you intend for our current cash flow to cover the period before the contract is to run from i.e. November 2014 - October 2015?

The Cash Flow Forecast Template contains the facility to vary the period the Form covers to fit the individual circumstances of the Applicant Organisation. Further details can be found on the Cash Flow Forecast Template.

8.12 If we respond 'No' to question C.2.ii of the Organisation ITT (which requires Applicant Organisations to confirm whether it intends to deliver Contract Work with a total Anticipated Contract value of more than three times its average Turnover in the last 2 year's accounts) will we be required to answer any further questions in Section C?

Applicant Organisations will only be presented with questions in the eTendering system that are relevant to them, based on their answers to earlier questions. This may mean that some questions published in Annex C of the IFA will not be available to some Applicant Organisations in the eTendering system

8.13 Can you confirm whether Financial Information submitted in connection with a tender process would be disclosable under the Freedom of Information Act 2000?

The exemptions for the protection of commercial interests and for the protection of information supplied in confidence at sections 43(2) and 41(2) respectively of the Freedom of Information Act 2000 may apply to certain Financial Information submitted by Applicant Organisations. To the extent that these or any other exemptions do apply then the relevant information would not be disclosable under a FOIA request.

Where an Applicant Organisation is concerned about possible disclosure the process through which it should alert the LAA in respect of specific parts of its Tender that it

considers commercially sensitive or confidential (within the meaning of the FOIA) is set out at paragraph 8.39 of the IFA.

8.14 In relation to the Established Business Financial Assessment Form we are intending not to include the client's bank accounts in the current assets and client ledger balances as we have not included them in the current liabilities. The net effect would be the same as both are netted off each other. Can you confirm that this is acceptable?

We are unable to advise Applicant Organisations on how to structure their bids. Please refer to the definition of Current assets and Current liabilities in Annex F: Defined Terms in the IFA for further information.

8.15 What is meant by 'current' turnover?

Will the data for current turnover simply relate to work in the Procurement Area in which the firm is bidding, or could an Applicant Organisation rely on work carried out in other Procurement Areas that they are not bidding for to demonstrate capacity?

Please refer to the definition of Turnover in Annex F: Defined Terms in the IFA for further information.

Current turnover, as referred to in Annex D: Information to support Financial Assessment, relates to an organisation's description, in their judgement, of their most relevant current turnover.

As set out at paragraph 5.9 of the IFA assessment of Financial Information will be based on information provided by the Applicant Organisation.

8.16 Does Turnover include vat and / or disbursements?

Turnover will exclude disbursements but may include VAT depending on the Applicant Organisation's circumstances.

8.17 How are you going to undertake a realistic financial assessment?

The process for and scoring of Financial Assessment is set out in Section 5 of the IFA. Please see paragraph 5.27 of the IFA for information that Applicant Organisations must submit for the LAA to undertake the Expansion Capacity Assessment. Please also see detailed information in Annex D of the IFA on the Business Plan and how Financial Information will be assessed and Annex E for the definition of a Cash Flow Forecast.

8.18 What are the key ratios referred to in paragraphs 5.32-5.33 of the IFA?

The key ratios used to undertake the Basic Financial Assessment for Established Business are published on the 'scoring' tab of the Established Business Financial Assessment Form and in Annex E: Defined Terms in the Mandatory Attachments of the IFA. The minimum thresholds used to undertake the Basic Financial Assessment for Other Business Types are published in Annex D: Information to support Financial Assessment of the IFA.

8.19 Is a Business Plan required for every bid regardless of size/amount?

Paragraph 5.27 of the IFA sets out in what circumstances Applicant Organisations are required to submit a Business Plan.

8.20 If we designate more than one Procurement Area as part of our Core Bid but fail to be awarded a contract in one of those areas, does the whole of the Core Bid automatically fail?

The process for and scoring of Financial Assessment is set out in Section 5 of the IFA. Where some Procurement Areas included in the Core Bid are not shortlisted this would not result in the automatic rejection of all Procurement Area Bids included in the Core Bid.

8.21 If an Applicant Organisation is NOT subject to an Expansion Assessment is it able to designate a Core Bid?

As set out at paragraph 5.13 the rules on designating a Core Bid apply only where an Applicant Organisation is subject to Expansion Capacity Assessment.

8.22 How should expenses such as Indemnity insurance and Practicing Certificates be recorded in the Cash Flow Forecast Template?

Applicant Organisations should provide all cash outgoings relevant to their organisation on the Cash Flow Forecast Template.

8.23 Why does the completed Established Business Financial Assessment Form say “liquidity not tested”?

In all cases the Acid test ratio will be used to test an organisation's liquidity. Where the rating generated in respect of the Acid test ratio is Green and Red, or Amber and Red in year 1 and 2 respectively, the Form compares the two years' ratings to provide an overall rating; under the Liquidity score on the Form. Where this comparison is not required “liquidity not tested” will be recorded against the Liquidity score.

8.24 What is the relevance of the PBIT Margin when no information is collected on the number of individuals sharing in the profit?

As set out in Annex E: Defined Terms in the Mandatory Attachments, the PBIT Margin gives an indication of an organisation's profitability.

As Financial Assessment applies at an organisation level the number of individuals who may receive a share of the profit is not relevant to the assessment process.

8.25 What will happen where an Applicant Organisation received a Red Rating following Basic Financial Assessment?

As set out at paragraph 5.35 where an Applicant Organisation receives a Red Rating following the Basic Financial Assessment the LAA will conduct a review of information provided by the Applicant Organisation at the first stage of the procurement process, its Own Client Contract Tender.

Paragraph 5.36 sets out the circumstances in which an Applicant Organisation will receive a Red Plus rating and paragraph 5.38 confirms that any Applicant Organisation receiving a Red Plus rating will have its entire Tender rejected.

8.26 For the purposes of question C.3.i in the Organisation ITT (which asks Applicant Organisations to confirm whether it is submitting a Core Bid only) if we only submit a bid in one Procurement Area are we correct in assuming that we are submitting a Core Bid only and that Maximum Bid is therefore irrelevant?

In these circumstances the Core and Maximum Bids are the same.

8.27 Does an Established Business need to submit a Business Plan with its tender?

Established Businesses will be subject to the Expansion Capacity Assessment, as set out in paragraph 5.11, where the total Anticipated Contract Value bid for is more than three times its average Turnover over the last 2 years' accounts. Where the Expansion Capacity Assessment applies, Applicant Organisations must submit the Mandatory Attachments set out at paragraph 5.27.

Applicant Organisations will only be presented with questions in the eTendering system that are relevant to them, based on their answers to earlier questions.

8.28 How are Current Liabilities catered for in the Interest Cover ratio?

The method by which the Interest Cover ratio is calculated is set out at Annex E: Defined Terms in the Mandatory Attachments. For the avoidance of doubt this does not take into account an organisation's Current Liabilities.

8.29 The definition of Current Liabilities does not seem to take into account any sum owed to the LAA under the SMP system. Are such sums taken into account when considering otherwise similar or equal tenders and when considering whether an Applicant Organisation requires the additional analysis resulting from submission of an Expansion Bid?

The process for and scoring of Financial Assessment is set out in Section 5 of the IFA.

SECTION 9: Supervision

9.1 Can a supervisor cover more than 1 procurement area?

As set out at paragraph 4.3 of the IFA Applicant Organisations must Employ a Full Time Equivalent Supervisor in the Procurement Area they are bidding for by the Service Commencement Date. As set out at paragraph 4.6 a Full Time Equivalent (FTE) is the number of working hours that represents a notional full-time individual working 35 hours per week.

Supervisors must meet the requirements set out at 2.1 to 2.13 of the 2015 Duty Provider Crime Contract Specification.

9.2 Does the 'FTE' at paragraph 4.16 of the IFA relate to the supervisor or the supervisee or both?

The FTE requirement as set out at paragraph 4.16 relates to the Supervisor.

9.3 To meet the Supervisor to Caseworker ratio set out at 2.16 of the 2015 Duty Provider Crime Contract Specification must we employ sufficient supervisors to cover the fee earners/case workers employed by our proposed Delivery Partner(s)?

As set out at 2.16 of the 2015 Duty Provider Crime Contract Specification Applicant Organisations must meet a ratio of one Full-Time Equivalent Supervisor to four Designated Fee Earners or Caseworkers in each Procurement Area you must undertake Contract Work in.

For the avoidance of doubt this does not include staff Employed by Delivery Partners.

9.4 By what date must Supervisors meet the Supervisor Standard? In particular with regard to the requirement to have supervised at least one FTE Designated Fee Earner or Caseworker in the relevant category of law and/or class of work for at least one year in the previous five year period?

As set out at paragraph 4.3 of the IFA Applicant Organisations must Employ a Full Time Equivalent Supervisor in the Procurement Area they are bidding for by the Service Commencement Date.

9.5 If a member of staff meets the Supervisor Standard, must I use them in that capacity in my Procurement Area Bids?

Applicant Organisations may choose to use members of staff who would meet the Supervisor Standard in other ways than as a Supervisor for the purposes of a Procurement Area Bid.

However, they may not then rely on those individuals in their capacity as a Supervisor if not named in that way in Section B of the Qualification Envelope in the relevant Procurement Areas ITT.

9.6 Can a member of the Management Team also be a Caseworker?

Is it possible for a named individual to be a member of the Management Team, a Supervisor and a caseworker for the purposes of a Procurement Area Bid?

An individual named as a member of the Management Team may also be listed as either a Supervisor or a Caseworker in Section B of the Qualification Envelope, as set out in questions B.1.a.v and B.1.a.vi of the Qualification Envelope of the relevant Procurement Area ITT.

In order to qualify as a Supervisor an individual must undertake a minimum amount of casework, which is set out at paragraphs 2.3 and 2.13 of the Duty Provider Contract Specification.

9.7 Paragraph 2.12 of the 2015 Duty Provider Crime Contract Specification confirms that where a Designated Fee Earner or Caseworker undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, as a minimum, face-to-face supervision at least once per calendar month. Could this requirement be met by using digital technology such as Skype?

Face to face reviews must be conducted with both parties physically present in the same location and may not be conducted via Skype or other remote means.

9.8 Are Supervisors able to supervise their own work?

A Supervisor may supervise their own work and it is for the Applicant Organisation to demonstrate how supervision will be effective under the Duty Provider Contract.

The Specialist Quality Mark Guidance sets out best practice which Applicants Organisation's to whom these circumstances apply may wish to consider. The guidance can be found at: <https://www.gov.uk/legal-aid-agency-quality-standards>

9.9 How are the minimum Supervisor ratios of both the Own Client and Duty Provider Contracts to be maintained? Is it by reference to the combined total value of the Own

Client Contract and the total value all bids by the AO in all Procurement Areas for Duty Provider Contract(s) work?

As set out at 2.16 of the 2015 Duty Provider Crime Contract Specification minimum Supervisor ratios for Own and Duty Provider Contracts are based on the number of Supervisors to Designated Fee Earners or Caseworkers and not on value of the Contract Work undertaken either as a whole or in a Procurement Area.

9.10 Can the same Supervisor be used to supervise Caseworkers undertaking both Own Client and Duty Provider Work, provided he is not engaged in excess of 35 hours per week?

The Own Client and Duty Provider Contracts permit the same individuals to satisfy the minimum Supervisor ratios at set out in Section 2 of the respective Specifications.

9.11 For the purposes of submitting a compliant Supervisor Declaration Form do cases submitted as part of the case experience section of the Form have to start and finish within the 12 month period?

Compliant examples of cases submitted on the Supervisor Declaration Form at 3.ii a), b.i), b.ii) and b.iii) must have been closed and/or worked on in the last 12 months.

9.12 For the purposes of submitting a compliant Supervisor Declaration Form how will the information contained be verified?

Supervisor Declaration Forms must be signed by a person within the Applicant Organisation who has powers of representative, decision or control and who verifies that the information contained on the Form is accurate.

Compliant Supervisor Declaration Forms will be required from successful Applicant Organisation as part of the verification and mobilisation process set out at Section 7 of the IFA.

9.13 Do the supervisors need to supervise 4 FTE caseworkers?

As set out at 2.16 of the 2015 Duty Provider Crime Contract Specification Applicant Organisations must meet is a ratio of one Full-Time Equivalent Supervisor to four Designated Fee Earners or Caseworkers in each Procurement Area you must undertake Contract Work in. Lower ratios than this are acceptable.

9.14 For the purposes of meeting the minimum Supervisor ratio, can the same individuals who are Caseworkers be used in different Procurement Areas? Is this prohibited by paragraph 4.42 of the IFA?

Caseworkers may be named as being Employed by the Applicant Organisation and carrying out Contract Work under the Duty Provider Contract in Section B of the Qualification Envelope in more than two of the relevant Procurement Area ITTs except where they are used as Named Individuals.

Please refer to the definition of Named Individuals as set out at Annex F: Defined Terms of the IFA for further information.

9.15 Paragraph 2.3 of the Duty Provider Contract Specification states that a Supervisor must during the Contract, have in the previous 12 months have

undertaken at least 350 hours of direct casework. The Supervisor Declaration Form requires Supervisors to demonstrate 350 hours in each of the last 3 years. Which is the correct requirement for case involvement?

Supervisors are required to demonstrate 350 hours of crime casework in each of the last 3 years, or 1050 hours over the last 5 years where the Supervisor works part-time, as set out in the Supervisor Declaration.

Draft 2015 Own Client Crime Contract and Duty Contract Specifications will be amended to reflect this requirement.

SECTION 10: Delivery Experience

10.1 Does E.9.a really mean that the person who this question is directed at will have a) managed a serious fraud case and b) also be expected to spend 17.5 hours on contract work?

Is question E.9.a only applicable to London firms?

Please see Annex C of the IFA for a detailed breakdown of the Selection Criteria.

As outlined at paragraph 4.27 of the IFA, the question relating to serious fraud is asked about only in London Procurement Areas.

10.2 In section E (delivery experience) what constitutes an Entire Case? Can cases be used that involved only police station representation or only Magistrates court representation or does it need to be both in one case?

As set out in Annex F of the IFA, 'Entire Case' is a defined term with the following meaning: "A case which the person in question must, from initial conduct of the case to final hearing, have had professional conduct of or had direct supervision of, including the provision of advice and assistance at police station, and the representation of the client in at least one hearing at a Magistrates Court (and/or Crown Court where applicable), not including a case management or committal hearing."

10.3 Is the definition of an Entire Case met if the advocacy in the representation of the client in at least one hearing is undertaken by counsel?

The definition of an Entire Case, provided at Annex F of the IFA includes reference to professional conduct. A lawyer instructing a barrister would still retain professional conduct of the case.

10.4 In the definition of an Entire Case what does the final hearing cover?

Unless a type of hearings is specifically excluded from the definition at Annex F, it can be used to meet an Entire Case.

10.5 If a charge is changed during the court hearing to a lesser charge does this still constitute an Entire Case?

An amendment of the charge would not exclude the case from being relied upon to meet the relevant Criterion.

10.6 In relation to the definition of an Entire Case, does "had professional conduct" mean day to day conduct of file or being the supervisor of the fee earner who had day to day conduct?

Please refer to the definition of an Entire Case provided at Annex F of the IFA, this allows for either professional conduct of a case or direct supervision of a case.

10.7 In relation to the Selection Criteria questions at Section E, does the Entire Case have to have commenced and concluded within the 12 months/3 year period prior to the submission of the Procurement Area Bid?

Would X scenario meet the requirement?

The LAA recognises that some cases may not fall fully within the period requested, provided the case has been live during the period this would be sufficient.

The LAA is unable to advise Applicant Organisations on the specifics of their Tender.

10.8 Does a solicitor-advocate or barrister who had conduct of all the advocacy on a case count as having "professional conduct of an Entire Case"?

Please refer to the definition of an Entire Case provided at Annex F of the IFA, please note this includes provision of advice and assistance at the police station so is wider than just advocacy.

10.9 We have a case which concluded by way of no further action following the police investigation. It did however involve a Magistrates Court hearing with regard to an application for a warrant of further detention. Does this meet the definition of an Entire Case?

No, representation at the Magistrates Court would only include those cases under a representation order (or if privately funded those that would notionally pass the Interests of Justice test).

10.10 Would the following examples meet the definition of a Terrorism offence?:

- Dealing at the police station and Magistrates Court with warrants of further detention where the case is now proceeding to the European Court of Human Rights (ECHR)
- A defendant is arrested for fraud by the counter-terrorism unit and charged with fraud
- Prosecutions that involve a political element but are not charged under the Terrorism Act
- A client who was made subject to a control order under the Terrorism Act which was quashed by the Court of Appeal in July 2010. Followed by a compensation claim which was concluded in November 2014 by payment of damages to my client by the Home Office.

No, as outlined in Question E.6.a a Terrorism offence is defined as having been undertaken under the Terrorism Act 2000 (although please note the exceptions below).

In relation to the final example, the Selection Criterion in question requires professional conduct of an Entire Case of Terrorism offences within specified time periods (see Annex C of the IFA for the detailed wording). A compensation claim is a civil matter and does not meet the Criterion.

10.11 For experience of Terrorism offences, does experience of cases prosecuted under the Explosive Substances Act 1883 meet the definition?

Experience of cases prosecuted under the Explosive Substances Act 1883 will be accepted as meeting experience of Terrorism offences provided they have been directed to the CPS Counter Terrorism Division.

10.12 Can a case under the anti-terrorism, crime & security act 2001 rather than the Terrorism Act 2000 be included as a Terrorism offence?

Experience of cases under the Anti-Terrorism, Crime & Security Act 2001 will be accepted as meeting experience of Terrorism offences.

10.13 Why are you asking a question about Terrorism experience when it is likely to be such a rare type of case, particularly in rural Procurement Areas?

The tender Selection Criteria ask about experience across a range of case types because all these could present under Duty Provider Contracts.

10.14 In the definition of an Entire Case representation at “committal hearings” is expressly excluded. What do you mean by committal hearings, do you use the term just to include the old 6(2) committals?

Yes, these relate to the old 6(2) Committal proceedings.

10.15 We have signed engagement agreements with solicitors who have worked for the Crown Prosecution Service. Your definition of Entire Case states that the person must have had 'professional conduct of' OR 'direct supervision of'. Can this direct supervision come from the Crown Prosecution Service?

Provided the individuals meet the requirement of having had professional conduct of an Entire Case then experience gained from time employed in the Crown Prosecution Service could be relied upon in relation to the relevant Selection Criteria.

10.16 For the purposes of the definition of an Entire Case for an Extradition case, given that Advice and Assistance at the Police Station is provided by CDS Direct (if at all), is it still necessary to demonstrate the provision of Advice and Assistance at the police station in circumstances where professional conduct of the entire case has been demonstrated from instruction as court duty solicitor at the first hearing through to the final hearing?

Given the way that Extradition cases are handled, for question E.10.a (applicable only in the Central London Procurement Area) police station advice would not be required to meet the definition of an Entire Case.

**10.17 Regarding the definition of Entire Case please can you confirm the following:
- Does the reference to “committal hearing” include a hearing at which allocation was dealt with and the case sent to the Crown Court under the more recent allocation procedure?**

- If it does, has the MOJ taken into account that under the current CPR/TSJ (and the former SSSJ regime) /allocation proceedings that the vast majority of courts now require progress to be made at the first hearing and therefore allocation to be dealt with for all either way offences at that first hearing with appropriate cases then being sent to at the first hearing and that therefore in the vast majority of such cases there is only one magistrates court hearing?

Reference to a committal hearing in the definition of an Entire Case includes the type of hearing referred to in the question apart from when the case was sent to the Crown Court during a hearing other than a case management hearing.

The definition of an 'Entire Case' allows for at least one hearing at the Magistrates Court (and/or Crown Court where applicable), not including a case management or committal hearing. Therefore, for cases sent by the Magistrates to the Crown Court, the relevant hearings at the Crown Court can be relied upon without the need to rely on the Magistrates Court also.

10.18 Can the 'individual', referred to in Questions E of the Selection Criteria, be included in more than one of the answers, for example, the same person undertaking homicide (E1a) and terrorism (E6a) offences?

There are no rules preventing an Applicant Organisation from relying upon the same individual to meet more than one of the Selection Criteria within a single Procurement Area Bid.

10.19 Are greater points awarded to a firm that has done a terrorism case or extradition?

Points available in relation to Selection Criteria are set out at Annex C of the IFA. As outlined at paragraph 4.27 of the IFA, the question relating to Extradition is asked about only in the Central London Procurement Area.

10.20 Can we include duty attendances and court appointed cases and private clients in the total number of magistrates' cases?

The detailed Selection Criteria questions are set out at Annex C of the IFA, the types of cases required are highlighted in bold and do not necessarily need to relate specifically to legal aid work. However, duty attendances would not constitute a magistrates case.

10.21 In terms of numbers of Court cases, is this attendances or individual cases?

As detailed in the Selection Criteria questions set out at Annex C of the IFA this relates to cases.

10.22 Can the "represent a minor" be used in respect of all the other criteria? E.g. where a minor is accused of rape, would this satisfy the serious sexual offences criteria as well as the represent a minor criteria?

The Selection Criterion relating to having represented a minor does not need to relate to a particular offence type. Therefore, it may be possible to use an example of a case of representing a minor that can also qualify as another offence type.

10.23 E.5.a - Does this only relate to offences within the Offences Against the Person Act 1861?

Offences against the Person includes all offence listed in the guidance for reporting crime lower work under category 1.

10.24 Is membership of Serious Fraud Group sufficient re question relating to Serious Fraud?

Membership alone is not sufficient. An Applicant Organisation must be able to demonstrate it meets the requirements set out at in Q. E 9 A - for the detail of this question please see Annex C of the IFA.

10.25 Does the definition of Serious Fraud include Serious Frauds prosecuted by the Financial Conduct Authority (FCA) or the Special Casework unit of the CPS (who for example now prosecute on behalf of HMRC)?

Serious Fraud relates to cases prosecuted by the SFO, FCA and the Serious Fraud division of the CPS as well as cases that have been classified as fraud VHCC cases.

10.26 Does failure to attend a drugs assessment counts as a drugs case?

Drug Offences relate to any drug offences.

10.27 Definition of 'Homicide or wounding with intent': Is this defined as all offences listed under Crown Court Offence Class A? Does it include Death by Dangerous driving and Section 5 of the Domestic Violence, Crime and Victims act 2004?

The definition of 'homicide or wounding with intent' is correct. The legal definition of homicide includes murder, manslaughter and causing accidental death, so would include the scenarios outlined in the question.

10.28 Are 'Offences of dishonesty (theft offences committed under the Theft Act 1968)' defined as those offences listed under category 7 Lower Crime Criminal Matter Type Code Descriptions?

Offences of dishonesty (theft offences committed under the Theft Act 1968)' relates to theft offences as defined under category 7 of the crime lower guidance (all of which relate to offences under the Theft Act 1968).

SECTION 11: Contract Values

11.1 Can you confirm how Anticipated Contract Values have been calculated?

Do Anticipated Contract Values take into account the anticipated 17.5% cut?

Do Anticipated Contract Values include VAT?

The note entitled 'Data Information' at the end of Table 1 in Annex A, which can be found at page 68 of the IFA sets out how contract values and volumes in each Procurement Area have been estimated.

The IFA can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/384322/information-for-applicants-2015-duty-provider-crime-contracts.pdf

11.2 Why is crown court work included in Anticipated Contract Values when it is billed separately?

The note entitled 'Data Information' at the end of Table 1 in Annex A, which can be found at page 68 of the IFA sets out how contract values and volumes in each Procurement Area have been estimated.

The IFA can be found at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/384322/information-for-applicants-2015-duty-provider-crime-contracts.pdf

Crown Court work will be classed as contract work. Please refer to paragraph 1.16 of the IFA for further information.

11.3 The Procurement Area I am interested in bidding for lists magistrates courts which are no longer open. Does the Anticipated Contract Value take this into account?

The estimated case volumes and Anticipated Contract Values are based on fee claims data for April 2013 to March 2014. The total volume and value of duty work in the magistrates court is estimated based on the proportion of duty work arising in the police station in each procurement area, accounting for magistrates' court duty sessions. As such it will not include data for courts closed in that period.

SECTION 12: Indicative Rotas

12.1 What is meant by the words "as far as possible" in paragraph 1.14 of the IFA?

There may be circumstances where it is not possible to allocate an absolutely equal share to all providers in an area (for example, the Duty Slots available do not divide absolutely equally between all Contract holders). However, as outlined at paragraph 1.14 it is the intention that successful Applicant Organisations will be allocated as close as possible, i.e. taking those potential factors into account, to an equal share of all Duty Slots in those Procurement Areas where they have been awarded Duty Provider Contract Work.

12.2 We believe we have identified an error in the indicative duty solicitor rotas published on 27 November 2014 for a Procurement Area we are interested in bidding for. Can this be corrected?

Whilst rotas are intended to be indicative only we have found errors on a small number of rotas published on 27 November 2014.

We have now published amended versions of these rotas to correct this error which can be found at <https://www.gov.uk/government/publications/legal-aid-crime-tender-2015>

12.3 I currently have access to a number of police stations and courts through my 2010 Standard Crime Contract. Will I have access to the same police stations and courts under the Duty Provider Contract?

The indicative duty solicitor rotas do not reflect where I currently undertake work. Why is this?

As set out at paragraph 3.32 as most Procurement Areas differ from existing arrangements, Applicant Organisations should be aware that they may no longer be eligible for those police station schemes they are currently eligible for under the current contract arrangements.

As set out in Paragraph 1.16 of the IFA Duty Slots will be allocated exclusively to those organisations that have been awarded Duty Provider Contract Work in the Procurement Area. All Contract Work flowing from the Duty Slots e.g. a Police Station Duty case will be undertaken under the Duty Provider Contract even if the case subsequently moves outside the Procurement Area.

The published indicative rotas have been devised on the basis of the current police station and court rota slots for that Procurement Area and therefore reflect the current arrangements. The intention is for them to assist in the preparation of bids and provide an understanding of the number of slots that would need to be covered in a rota period for that procurement area.

12.4 I have noticed that X police station/magistrates court does not appear on the indicative duty solicitor rota. Why is that?

The published indicative rotas have been devised on the basis of the current police station and court rota slots for that Procurement Area and therefore reflect the current arrangements. The intention is for them to assist in the preparation of bids and provide an understanding of the number of slots that would need to be covered in a rota period for that procurement area.

Where a police station or magistrates court currently operates a local call in scheme only we have not included these on the indicative rotas published.

12.5 Are we required to be within 45 minutes travel time to all police stations within a Procurement Area?

Under the Duty Provider Contracts Providers must be able to undertake Contract Work at all Police Stations within the Procurement Area but do not need to be within 45 minutes travel time.

12.6 What individual police stations and courts are covered within X Procurement Area?

The published indicative rotas have been devised on the basis of the current police station and court rota slots for that Procurement Area and therefore reflect the current arrangements. The intention is for them to assist in the preparation of bids and provide an understanding of the number of slots that would need to be covered in a rota period for that procurement area.

Under the Duty Provider Contract providers must be able to undertake Contract Work at all police stations and courts within the Procurement Area.

SECTION 13: Management Team Experience

13.1 What does 'manage' mean for the purposes of Section D?

Manage in this context is a defined term and subsequently outlined at Annex F of the IFA.

13.2 If management responsibilities are shared between partners/directors does this disadvantage a firm as against another entity because the one manager scores better than the two sharing responsibility?

Selection Criteria in relation to the Management Team and the points available in relation to these are set out at Annex C of the IFA.

13.3 Do the Selection Criteria questions at D1 to D3 include all work, legal aid and private?

In respect of question D.2.a.i. : Is this intended as an average figure for the year or is this a contractual requirement for each week? Does work on VHCC cases in the Procurement Area count in any way towards this time?

The detailed Selection Criteria questions are set out at Annex C of the IFA, the types of cases required are highlighted in bold and do not necessarily need to relate specifically to legal aid work.

As detailed at paragraph 4.24 of the IFA "Where Selection Criteria questions ask about equivalent volumes and values these are based on the anticipated volume and value of cases in each Procurement Area detailed in Annex A."

13.4 In respect of question D.4.a.i. - is this based on fees received or billed in the given period?

Value should be based on work undertaken and billed.

13.5 in respect of question D.4.a.i. is this subject to disbursements, VAT etc?

In accordance with the Anticipated Contract Values provided at Annex A of the IFA, values should be exclusive of disbursements and VAT.

13.6 In respect of question D.5.a.i. how are VHCC cases and contracts treated for the purposes of responding to this question?

As described at D.5.a.i Applicant Organisations are required to select the relevant experience of Managing a single contract for the provision of legal advisory and representation services which may include a VHCC contract. For each of the Criteria an Applicant Organisation must select the option from the drop down list that accurately reflects its position.

13.7 In respect of question D.2.a.i, does the "volume" of cases managed include just cases that have been started and concluded over the 12 month period, or does it include any part of a case that has been ongoing in the last year?

With reference to the volume of Magistrates Court cases at questions D.2.a.i that have been managed over the last year, does this include any case that has been through the Magistrates Court on their way to the Crown Court or just cases that have been finalised in the Magistrates Court?

The LAA recognises that some cases may not fall fully within the year requested, provided the case has been live during the period this would be sufficient.

13.8 Can the same individual be entered as the Named Individual in answer to D.1. to D. 5. (if he satisfies the criteria)?

Applicant Organisations may name the same or different individual when responding to each of the questions within Section D, provided that they meet the requisite criteria. However, within each individual criterion a single Named Individual must be identified who meets the relevant requirements of the criterion. Please refer to Section 4 of the IFA for further information.

13.9 In respect of D.5.ai is the 2010 Crime Contract an appropriate contract for the provision of "legal advisory and representation services"?

The 2010 Crime Contract would meet the requirement in relation to the provision of legal advisory and representation services.

13.10 With reference to the volume of Magistrates Court cases that have been managed over the last year, does this include cases that have been dealt with as court duty solicitor?

Work undertaken as a Court Duty Solicitor may be used as experience as experience of managing volumes of magistrate court work for the purposes of question D.2.

13.11 Is the Management Team limited to criminal partners of the Applicant Organisation or can it include the firm's Finance Partner and Office Manager who have extensive experience in managing legal aid contracts of the size tendered for?

Our COLP and COFA is not a criminal caseworker. However, he is involved in managing the quality of the criminal team. Can he qualify as a member of the Management Team for the purposes of the bid?

Please refer to the definitions of Management Team and Manage as set out in Annex F: Defined Terms in the IFA.

13.12 Can an individual named in response to question in Section D also be listed as a Caseworker?

An individual named as a member of the Management Team and on whom the Applicant Organisation relies to meet the Criteria set out in Section D may also be listed as either a Supervisor or a Caseworker in Section B of the Qualification Envelope of the relevant Procurement Area ITT, as set out in questions B.1.a.v and B.1.a.vi of the Qualification Envelope.

13.13 Can we rely on the same individual for responses to questions in Section D in more than one Procurement Area Bid? Are those people expected to spend 17.5 hours managing the relevant Procurement Area(s) that they are assigned to?

As set out at paragraph 4.41 of the IFA to ensure that Named Individuals relied upon to the meet each Selection Criterion will be Deployed by the Applicant Organisation to Manage or deliver Contract Work within the Procurement Area for at least 17.5 hours a week, the same individual cannot be named in more than two Procurement Area Bids (either by the same Applicant Organisation or across multiple Applicant Organisations).

13.14 Please describe how you will verify the responses submitted to questions D.1. to D.3. Will you be checking answers provided by Applicant Organisations based on monthly contract returns and if so for what period?

As set out in questions D.1. to D.3. the period to which these questions relate is the entire 12 month period immediately preceding the submission of the Procurement Area Bid.

As set out at paragraph 4.46 of the IFA the LAA will check responses provided to questions D.1 to D.3 in the Qualification Envelope (Management Team Experience) against data organisations have reported to it to confirm the volume of work Managed.

13.15 Can a barrister who has been a member of a chambers' Management Committee meet the requirement of Section D? Can a barrister who has conducted a number of Crown Court or Magistrates' Court be counted as having 'managed' those cases?

Please refer to the definition of 'Manage' in Annex F: Defined Terms in the IFA. For the avoidance of doubt a member of a chambers' Management Committee is unlikely to have the requisite experience to demonstrate that they have Managed value or volumes of cases required in response to questions in Section D.

13.16 If we are an organisation with multiple offices and different legal aid account numbers but all managed overall by same management team would this constitute a "single contract" for the purposes of question D.5?

Where work is delivered under a single contract, regardless of the geographical locations at which it may be undertaken, this will constitute a single contract for the purposes of question D.5.

13.17 If an employee has been working for our firm at the time that we were a partnership and has continued in employment after we started trading as a limited company, do we need to breakdown where the experience was gained in answering questions in relation to the management team, or is it sufficient just to say that experience was gained at the firm itself?

Dates provided in respect of when employment commenced should be those when employment commenced with the Applicant Organisation, except where staff have moved from one organisation to another under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

13.18 With reference to question D.4. can we include the value of legal advisory and representation services provided to clients other than through, for example, a legal aid or other contract obtained via tendering?

For the purposes of question D.4 'contract' may be defined as any formal agreement with either an organisation or an individual for the Applicant Organisation to provide legal advisory and representation services, including privately paying clients.

13.19 I undertake a number of different Categories of Law under a civil contract. Are the individual Categories considered single contracts for the purpose of questions D.5. or is it the contract under which I deliver them?

Where Applicant Organisations deliver a number of different Categories of Law under, for example, a 2013 Standard Civil Contract this will be construed as a single contract for the purposes of question D.5.

13.20 If our Management Team is made up of three people and in the 12 months immediately prior to the bid have shared the management of x cases between them, do all qualify as having managed these cases or can only one member of the team "use" the cases for the purposes of responding to the questions in Section D?

As set out in the overarching requirement of Section D preference will be given to Applicant Organisations who currently Employ, or have a Signed Engagement Agreement to Employ a Named Individual in their Management Team, who will be Deployed on Duty Provider Contract Work in this Procurement Area for at least 17.5 hours per week and has experience of Managing contracts of an equivalent value and equivalent size at each level of advice and representation.

The LAA is unable to advise Applicant Organisations on the specifics of their Tender.

13.21 Do cases that were committed or sent to Crown Court at the first hearing and therefore did not attract an individual magistrates court claim but were crown court claims count as a magistrates court case for volume test in D.2.a.i?

Cases which are committed to the Crown Court at first hearing should not be used as experience of conducting volumes Magistrate Court work for the purposes of question D.2.

13.22 With reference to D.3.a.i if we represented a client as both Litigator and Advocate is that one or two cases?

For the purposes of responding to question D.3. where an Applicant Organisation has represented a client as both litigator and advocate this will be construed as a single case as management would have been of the case, rather than the elements being undertaken on it.

13.23 If a member of the Management Team proposes to be part of two Procurement Area bids will they have to show they have managed the volume of cases for each bid or are they able to use their overall volume of cases managed and put that against each of their procurement bids?

A member of the Management Team may use their experience to apply in up to two Procurement Areas for the purposes of responding question in Section D. They must, however, be Deployed on Duty Provider Contract Work in this Procurement Area for at least 17.5 hours per week

13.24 For the purposes of question D.1.a.i do telephone attendances only count towards the volume of cases managed?

Work claimed as a telephone attendance only may be used as experience of managing volumes of police station cases for the purposes of question D.1.

13.25 We employ and will have Signed Engagement Agreements with managers from the Crown Prosecution Service who have managed the requisite number of magistrates courts cases for the relevant Procurement Areas. Would this experience meet the requirements of D.2.a.i and in answer to the tender generally?

We are unable to advise Applicant Organisations on how to structure their bids. Applicant Organisations should satisfy themselves that their bids are compliant before submission. The definition of Manage is set out at Annex F: Defined Terms in the IFA.

SECTION 14: Status

14.1 If a sole practitioner is granted an own client contract but intends to change to a limited company with himself as the sole director and no changes to the structure or ownership of the organisation would this be permitted?

We have published a 'Duty provider crime tender: business structures' document on our website here: <https://www.gov.uk/government/publications/legal-aid-crime-tender-2015>.

14.2 What are the rules on organisations merging once the contracts have been awarded? If two suppliers in one procurement area merge what would happen to their two contracts?

Clause 22 of the Duty Provider Contract Standard Terms sets out the rules relating to novations and mergers.

Further information can be found from the draft Contract documents which can be found on our website here <https://www.gov.uk/government/publications/draft-documents-for-the-duty-provider-crime-contract-2015>

14.3 If a supplier organisation is awarded a duty contract for the initial term of 4 years, can the applicant organisation or its delivery partner do any of the following during the contract term:-

- a) change their trading name but remain the same constitution with the same SRA registration**
- b) transfer the crime own and duty contracts to a new regulated entity eg from an LLP to Limited Company**

Once the Duty Provider Contract is in effect the Standard Terms apply.

Further information can be found from the draft Contract documents which can be found on our website here:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380031/2015-duty-provider-crime-contract-draft-standard-terms.pdf

14.4 As an applicant organisation yet to be formed and authorised by the SRA i.e. we are not yet the entity proposed in our application Is it possible for us to change the name of the applicant organisation to one which wish us to join them where we will still be directors of the organisation and still be the persons responsible for delivering the service under the contract? The tender was submitted as a proposed entity and we now have the opportunity to fulfil the requirements of what was proposed under the original tender application albeit with a different name for that entity. Is this allowable? Will it require a redetermination of the tender?

As set out in paragraph 2.6 of the IFA, the Duty Provider Contract is contingent on holding an Own Client Contract. That means that the organisation holding the Duty Provider Contract must be the same entity as that which holds the Own Client Contract.

14.5 Two companies want to merge. The larger company will carry on with appropriate share being provided to the smaller firm. The smaller firm will cease to exist it will be wound up. Both have a 2015 Own Client Contract. The only other change other than the shareholding will be the trading name of the company. The process was started before the tendering process opened but was not completed. Clearly no notice was given.

The draft novation has now been received with a warning that both companies might lose their Own Client Contract. Why is this? Is this not what is wanted? Is it seriously the contention that if firms merge or take over others between now and next October they run the risk of losing their Own Client Contract.

As things stand the merger cannot take place. Can you clarify the position please?

As set out in paragraph 2.6 of the IFA, the Duty Provider Contract is contingent on holding an Own Client Contract. That means that the organisation holding the Duty Provider Contract must be the same entity as that which holds the Own Client Contract.

Once the Duty Provider Contract is in effect the Standard Terms apply.

Further information can be found from the draft Contract documents which can be found on our website here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380031/2015-duty-provider-crime-contract-draft-standard-terms.pdf

14.6 Were we to merge with one other firm, how would we deal with disclosure of accounts and other financial information?

We regret that we cannot answer hypothetical questions. Organisations must read the IFA and determine the best option for their Tender.

14.7 If an Applicant Organisation enters into an agreement with a Delivery Partner and subsequently but prior to signing a Duty Contract (if awarded), the Applicant Organisation should merge with the former Delivery Partner, how is the status of the tender affected? Alternatively, if the merger takes place after commencement of the contract, would that be handled differently?

We regret that we cannot answer hypothetical questions. We would direct your attention however to paragraph 2.26 of the IFA and the Contract rules in Section 22 of the Standard Terms post award - a draft copy of the 2015 Duty Provider Crime Contract can be found on our website here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380031/2015-duty-provider-crime-contract-draft-standard-terms.pdf

SECTION 15: Delivery Partners

15.1 Does a Delivery Partner's office have to be in the same procurement area?

There is no requirement in the tender documentation for a Delivery Partner to have an Office in the same Procurement Area as the Applicant Organisation.

15.2 How will the LAA determine which bid is disqualified if a Deliver Partner on multiple bids has breached the rules on the number of bids it can be a DP on?

Please see paragraphs 2.29 to 2.37 of the IFA for the Rules on Submitting Multiple Bids and the impacts if these are breached.

15.3 In relation to paragraph 2.29 to 2.37 of the IFA, Applicant Organisations may be unaware of this situation. How can they be sure their Delivery Partner does not breach the rules? Will an AO be able to check with the LAA before submitting tender?

Please see paragraph 2.22 of the IFA for the requirement to undertake due diligence. Please also see paragraph 2.36 of the IFA which confirms the impact of any breach.

15.4 What does the LAA consider to amount to 'due diligence'? Will the LAA be drafting guidance?

As outlined at paragraphs 2.22 and 2.28 of the IFA it is the Applicant Organisation's responsibility to undertake due diligence and "take appropriate steps to satisfy themselves". For the avoidance of doubt, therefore, the LAA won't be drafting any guidance.

15.5 Are Agents to be submitted as part of the tender? If so what level of detail is required?

As outlined at paragraph 2.24 of the IFA, further information on the use of Agents is available at clauses 2.6 and 3.2 of the Duty Provider Contract Standard Terms. A full list of questions asked in the ITTs is provided at Annex C of the IFA. Where these refer to 'Designated Fee Earners', in accordance with the definition, Applicant Organisations may provide details of Agents if applicable.

15.6 Are the limits on the number of AO's an Agent is permitted to work for in a Procurement Area?

As outlined at paragraph 2.24 of the IFA, further information on the use of Agents is available at Clauses 2.6 and 3.2 of the Duty Provider Contract Standard Terms.

15.7 Is it right that an AO bid will fail if a DP pulls out after the tender deadline? If so, how is it considered reasonable that the AO cannot substitute one DP for another in such circumstances?

Please see paragraphs 2.26 to 2.28 of the IFA for information on this.

15.8 The IFA states that we can name up to 3 Delivery Partners in any Procurement Area. Is that correct?

As set out at paragraph 2.13 of the IFA an Applicant Organisation can name up to three Delivery Partners in any Procurement Area Bid.

15.9 If a Delivery Partner conducts initial work for an applicant organisation at the police station and the defendant is charged, does the legal aid have to be submitted in the name of the main applicant firm or can it be submitted by the delivery partner and dealt with as an own client?

As set out at paragraph 1.16 of IFA all Contract Work flowing from Duty Slots will be undertaken under the Contract holders Duty Provider Contract.

Please also see Clause 3.15 of the draft 2015 Duty Provider Crime Contract Standard Terms, available on our website here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380031/2015-duty-provider-crime-contract-draft-standard-terms.pdf

15.10 Please clarify whether an AO can allocate work in a Procurement Area to a firm acting both as a Delivery Partner and an Agent provided that the total amount of work carried out by that firm does not exceed a maximum of 40% of the Contract value in that Procurement Area or the total value of work delivered by the AO.

It is the LAA's intention that the value of the work done by the Applicant Organisation should be greater than each Delivery Partner taken individually, but that there is no intention that the value of work should exceed that of all Delivery Partners in aggregate. This is to ensure viability of contracts in rural areas where, for example, geographical restrictions and the size of local providers may mean that arrangements with a number of Delivery Partners may be necessary to cover the procurement area.

As a result, Clause 3.2(e)(ii) of the Standard Terms will be removed from the draft Contract documents.

15.11 Firm A and Firm B both operate in the same procurement area. It is rural and each would like to help the other by way of a Delivery Partnership because of the geographic spread of the workload across a large county. Can Firm A bid for a Duty

Provider Contract using Firm B as the Delivery Partner whilst Firm B makes a bid for a Duty Provider Contract using Firm A as its Delivery Partner. Effectively each firm puts in place their own bid with a reciprocal arrangement to assist the other to manage the geographical distances and provide effective cover?

Yes, see the Rules on Submitting Multiple Bids section in IFA document set out at paragraphs 2.29 - 2.37 for further information.

15.12 If we employ a Manager to manage the lead contract in two procurement areas can that same Manager also manage as a delivery partner in two other procurement areas?

Please refer to the rules on Submitting Multiple Bids set out at paragraphs 2.29 - 2.37 and Selection Criteria: Assessment set out at paragraphs 4.33 - 4.49 of the IFA for further information.

15.13 If two firms (A & B) apply to delivery services in a particular Procurement Area in partnership, and if for whatever reason one of those firms perform disappointingly when the LAA's criteria are considered (and consequently the joint application is considered negatively), is there any mechanism by which the firm that is assessed more positively would be considered independently for a contract?

It does not seem through the ITT's that there is an option to apply both independently and alternatively with a delivery partner, i.e. it appears those two firms would stand and fall together. Is my understanding correct?

As set out at paragraph 2.5 of the IFA, the LAA will only contract with a single legal entity but Applicant Organisations may work with Delivery Partners to deliver Contract Work within a Procurement Area. For information on the Rules on Submitting Multiple Bids please refer to paragraphs 2.29 - 2.37.

15.14 Section B of the Qualification Envelope - should Delivery Partner Staff Information be included or just Applicant Organisation? If Delivery Partner Staff Information is not to be included, where should they be included?

As set out in paragraphs 3.36-3.44 of the IFA, an Applicant Organisation must provide details of all staff members it will Employ from the Service Commencement Date to be Deployed on Contract Work in the Procurement Area. All staff Employed by or with Signed Engagement Agreements with the Applicant Organisation who are relied on in answers to the Selection Criteria must be listed in the 'Staff Information' section of the same Procurement Area Bid (other than where these will be Employed by a Delivery Partner). Please refer to paragraph 4.40 for details of assessment.

15.15 Can Application Organisations and Delivery Partners share the same premises in a Procurement Area?

Please refer to the definition of Office in the 2015 Duty Provider Crime Contract Specification paragraph 2.27.

A draft copy may be found on our website here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380026/2015-duty-provider-crime-contract-draft-specification.pdf

15.16 Please clarify in a rural area with an Applicant Organisation and two DPs what the minimum level of work to be undertaken by the Applicant Organisation would be in percentage terms of the total contract value?

As set out at paragraph 2.14 of the IFA each Delivery Partner may deliver up to 40% of the value of Contract Work (see paragraph 2.17) within a Procurement Area, subject to the provisions of paragraph 2.15 which specify the minimum levels of Contract Work in a Procurement Area that the Duty Provider Contract holder must undertake itself.

15.17 If an organisation tenders with a named Delivery Partner and that Delivery Partner practice fails (i.e. goes out of business) either before or during the Contract, is it essential for the Applicant Organisation to secure a replacement Delivery Partner in order to continue or, so long as the contract requirements are met, can the Applicant Organisation elect instead to recruit additional employees of its own and continue without a Delivery Partner?

Information about the Substitution of Delivery Partners after the Deadline can be found at paragraphs 2.26 - 2.28 of the IFA.

Once the Duty Provider Contract is in operation the rules for changes to the format of Delivery Partnerships are set out at Clauses 3.13 - 3.26 of the 2015 Duty Provider Crime Contract Standard Terms.

A draft copy of which can be found on our website here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380031/2015-duty-provider-crime-contract-draft-standard-terms.pdf

15.18 IFA Section 2.13 provides that an applicant organisation cannot use more than three delivery partners in the same Procurement Area, however is there a limit to the number of delivery partners an applicant organisation can use in different procurement areas? For example can an applicant organisation use 30 different delivery partners in 30 different procurement areas?

Yes, see the Rules on Submitting Multiple Bids section in IFA document set out at paragraphs 2.29 - 2.37 for further information.

15.19 Does the Delivery Partnership create a beneficial interest such that the 2 firms become 'connected'?

For the purposes of this Tender being a Delivery Partner does not convey 'connection'. Please refer to the Interpretation and definition of 'Connected' set out at paragraphs 2.31 - 2.33 of the IFA for further information.

15.20 A number of potential conflicts of interest could arise from the Delivery Partner model. Could a Lead Contractor and Delivery Partner represent separate Defendants within a single case where there is a conflict of interests as between the two Defendants?

Delivery Partners cannot undertake Duty Provider Contract Work in its own right. As set out at paragraph 2.18 of the IFA Delivery Partners will act as agents for the Applicant Organisation and the client retainer will in each case sit with the Applicant Organisation.

15.21 Is there any compulsory wording or requirements for the Formal Written Agreements with Delivery Partners?

Details of what the formal written agreement must include as a minimum are outlined at clause 3.26 of the Duty Provider Contract Standard Terms. Confirmation that the requisite written agreements are in place is included in the declarations required from the Compliance Officer for Legal Practice (COLP) at Section D of the Organisation ITT (See Annex C).

15.22 Can a Delivery Partner reduce the amount of work it does under the contract if a fee earner leaves and is there a minimum % that they must do or does the minimum just apply to the lead provider?

There is no requirement in the Tender for a Delivery Partner to undertake a minimum level of work. As set out at paragraph 2.18 of the IFA, it will be the Applicant Organisation which will be contractually responsible for the delivery of Contract Work including compliance with the rules on delivery by Delivery Partners and the client retainer will in each case sit with the Applicant Organisation.

15.23 The representation order for duty work will be in the name of the lead supplier under the proposed model, even if the work is being conducted by the Delivery Partner. In accounting for tax the work of the Delivery Partner would be Work in Progress of the lead supplier as they would be responsible to submitting the claim. The lead supplier would therefore be taxed on that Work in Progress. The Delivery Partner would have to bill the lead supplier for the work they had done and so they would also have to account for it as Work in Progress and be taxed on it. This appears to mean that both lead supplier and Delivery Partner would be taxed on the same work in progress. Clarification of this point would be welcomed.

Responsibility for the billing and taxing of work rests with individual organisations. Where organisations are uncertain about the approach that should be taken, they should raise this with their regulator or HMRC.

15.24 If an Applicant Organisation enters into an agreement with a delivery partner and subsequently but prior to signing a Duty Contract (if awarded), the Applicant Organisation should merge with the former delivery partner, how is the status of the tender affected? Alternatively, if the Applicant Organisation is successful in obtaining a Duty Contract and merges with the delivery partner after commencement of the contract, is that contract affected in any way and if so, how? What action(s) would be required of the Applicant Organisation in those circumstances to ensure the continuance of the Contract?

As set out in paragraph 2.26 of the IFA, where a Delivery Partner is no longer available, for whatever reason, any Procurement Area bids for which that Delivery Partner is named will be rejected.

Once the Duty Provider Contract is in effect the Standard Terms apply.

Further information can be found from the draft Contract documents which can be found on our website here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380031/2015-duty-provider-crime-contract-draft-standard-terms.pdf

15.25 Paragraph 2.18 of the IFA states that Delivery Partners will act as agents of the applicant organisation..." Paragraph 2.24 of the IFA states that the Applicant Organisation may use Agents to undertake 25% of the value of the contract work. How can a delivery partner deliver more than 25% of the work?

Agent and Delivery Partner have different meanings under the Duty Provider Contract and IFA. Please see defined terms in the IFA. For definitions of these terms please see Annex F: Defined Terms in the IFA.

For information on Applicant Organisations working with Delivery Partners, please refer to paragraphs 2.12-22 and for information on Applicant Organisations' use of Agents, please refer to paragraphs 2.23-25 of the IFA.

15.26 If I have 2 delivery partners does this mean that they can only do 12.5% of the work each and my firm must do 75%?

As set out in paragraph 2.14 of the IFA, each Delivery Partner may deliver up to 40% of the value of Contract Work.

15.27 Paragraph 2.24 IFA confirms that the Applicant Organisation may use agents and Clause 2.6 of the Duty Provider Contract Standard Terms states that both parties agree that good communication between their personnel is Key to the effective operation of this contract. How does this relate to the use of agents?

Clause 2.6 of the Duty Provider Contract Standard Terms refers to the relationship between the LAA and the Contract holder.

15.28 If a delivery partner is to be used in an application there does not seem to be any requirement for a copy of the agreement to be attached with the application. Although the COLP must confirm there is one in place. Will there be any requirement thereafter to send a copy of the delivery partner agreement to the LAA? If so, when?

As set out in paragraph 2.19 of the IFA, the Applicant Organisation must have a formal written agreement in place with each Delivery Partner by the time it submits its Tender, and this will form part of the declaration signed by the COLP.

The LAA reserves the right to request a copy of the agreement as set out at paragraph 8.16 of the IFA.

15.29 A Delivery Partner can do up to 40% of the contract. How will this percentage be calculated when Contract Values are at this stage estimates only? Only after the first year end will we know whether that 40% figure has been exceeded or not.

Applicant Organisations should use their best endeavours to ensure that the work allocated to Delivery Partners does not exceed the maximum allowed. We recognise however that there will be times where, due to circumstances beyond the organisation's control, they may slightly exceed this limit. Contract Managers will take a proportionate approach and discuss this on an individual basis with organisations.

15.30 Please clarify whether an Applicant Organisation can allocate work in a Procurement Area to a firm acting both as a Delivery Partner and an Agent provided that the total amount of work carried out by that firm does not exceed a maximum of 40% of the Contract value in that Procurement Area or the total value of work delivered by the AO.

As set out at paragraph 2.14 of the IFA if an organisation is acting as a Delivery Partner it may deliver up to 40% of the value of Contract Work within a Procurement Area, subject to the provisions of paragraph 2.15 which specify the minimum levels of Contract Work in a particular Procurement Area that the Duty Provider Contract holder must undertake itself.

The terms 'Agent' and 'Delivery Partner' have different definitions within the 2015 Duty Provider Crime Contract.

SECTION 16: Tie-break, Staffing and Award Criteria

STAFFING & RECRUITMENT

16.1 Section F - Staffing and Recruitment- This indicates that higher points will be awarded where an applicant organisation employs a higher proportion of FTE caseworkers based on a capacity calculation of one FTE caseworker for every £83,000.00 of anticipated contract value. If we feel we need more staff and could fund additional caseworkers for that procurement area, would the allocation of more staff affect the points allocation in a negative way?

As detailed at Annex C of the IFA this questions is based on a capacity calculation of one FTE Caseworker to every £83,000 (excluding VAT) of the Anticipated Contract Value and specific numbers are included in each Procurement Area ITT based on the Anticipated Contract Value in that area. If an Applicant Organisation currently Employs or intends to Employ a higher volume of Caseworkers to deliver the Contract it would therefore not impact on the points awarded to its response to this question. The points available for this question are detailed at Annex C of the IFA.

16.2 “What is the Selection Criteria sanction, if any, if the capacity of 35hrs/week FTE per £83,000 of indicative contract value is not met? For example is there any sanction if an applicant organisation attributes one FTE fee earner for every £120,000? There does not appear to be any scoring advantage within the selection criteria for allocating less than the capacity figure, other than the loss of 2-5 marks under Section F.1, which represents a very small percentage of the overall number of marks available in the Selection Criteria”.

The points available for this Selection Criterion are detailed at Annex C of the IFA.

16.3 CLAS Accredited Caseworkers - does this include CLAS qualified solicitors who are also supervisors? In our firm, all our CLAS qualified solicitors are also qualified supervisors. Bearing in mind the definition of 'caseworker' in Annex F, can we include the CLAS qualified solicitor/supervisors in our response to question F.2?

Questions F.1. and F.2. relate specifically to Caseworkers (as defined at Annex F of the IFA) that will be Deployed on Contract Work. This is in addition to the Supervisors that an Applicant Organisation has in place to be able to meet the Essential Requirements outlined in the table at paragraph 4.3 of the IFA. Provided an Applicant Organisation has sufficient Supervisors to meet the Essential Requirements, it need not name all those with the relevant qualifications as Supervisors in its Tender.

16.4 We employ a barrister. Is she to be considered as a CLAS equivalent? If so, how can we demonstrate this in the tender bid?

CLAS accreditation is managed by The Law Society and any queries about meeting the standard should be addressed to them.

16.5 Will barristers be accepted as fee earners?

Please see Annex F of the IFA for the definition of a Caseworker.

16.6 In section F1 of the Tender document (at page 119) you ask for numbers of FTE fee earners, with 5 points being scored for each one. In question F2 (at page 120) you ask for similar information, but the score for each fee earner is 3 points if they are CLAS accredited. Are we to assume that the same names for F1 & F2 can be included; with the additional points being awarded for those Firms with a higher number of CLAS accredited fee earners? This would seem to reflect the commentary at page 31 of the IFA.

As outlined at paragraph 4.29 of the IFA question F.2. gives higher points to Applicant Organisations that currently Employ or have a Signed Engagement Agreement to Employ a higher percentage of Caseworkers with CLAS accreditation. As such, the same staff can be relied upon as in the response to question F.1.

16.7 Points are to be attributed to managers, supervisors and caseworkers who have CLAS or PSQ qualifications. Is the relevant date for holding the qualification the date of submission of the tender or the commencement date? Is a preference to be given to firms who currently employ 100% of the staff they rely on in their bid over firms who, say currently employ 50% of the staff relied on in the bid and have signed engagement letters with the other 50% of the staff relied on in the bid?

Where points are specifically available for CLAS accreditation it relates to Caseworkers that Applicant Organisations currently Employ or have a Signed Engagement Agreement with and as such CLAS accreditation will need to be held at the time of tendering.

The detail of the Criteria and the points available are set out in Annex C of the IFA.

16.8 For F1 and F2 does a Caseworker include a Police Station Representative who only carries out Police Station Work and then passes the cases over?

Please see Annex F of the IFA for the definition of a Caseworker. Question F2 relates specifically to CLAS accredited Caseworkers - the full wording of this Selection Criterion is provided at Annex C of the IFA.

16.9 Is the use of properly accredited Police Station Representatives who are not employees of a Firm allowable under the Duty Provider Crime Contract 2015? Such representatives would be engaged as Agents by the contracting Firm, but do not fall within the definition of "Agent" in Annex F of the IFA "Defined Terms in the IFA".

Please refer to the paragraphs 2.18 - 2.25 of the draft Duty Provider Crime Contract Specification, which can be found on our website here: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/380026/2015-duty-provider-crime-contract-draft-specification.pdf. Where no contract of employment is held then such individuals cannot be relied upon for any element of the tender requiring a Named Individual.

TIE BREAKS

16.10 In what order will tie breakers be conducted vis-à-vis different procurement areas. If the tie-breaker is conducted in one area before another, how can AOs be sure that the result of the tie breaker will not have a knock on effects in multiple associated bid areas?

As described on page 1 of the '2015 Duty Provider Crime Contracts Information for Applicants' document "Competition takes place at Procurement Area level."

16.11 Has the LAA considered that the tiebreak questions favour large firms which already exist as a legal entity?

The tiebreak questions asked are relevant to the contract being awarded. Please see paragraphs 4.56 to 4.64 for detail on how and when tiebreak responses will be considered.

16.12 Recently, there has been an increased demand for CLAS accredited solicitors as some firms believe the more CLAS accredited solicitors they have, the better their bid would be. If 2 firms scored the same, would the firm that has more CLAS accredited solicitors be viewed more favourably?

Please refer to Section 6 of the IFA for details of the process to be followed on assessment.

AWARD

16.13 Paragraph 6.7 of the IFA states that Award Criteria relating to the Management Team can only be met by the Applicant Organisation as it will have responsibility for Managing the contract. It is not permitted to use the experience of individuals working for Delivery Partners. Why did you delay providing this information thereby preventing firms merging into new legal entities in time to submit bids? Why are you only now informing firms that the management experience of colleagues in firms that might form such arrangements (eg as DPs) will be excluded? Why is this experience excluded? Can a member of an Agent or DP sign an employment contract with the AO and what roles would they then be able to undertake?

Please see the 2015 Duty Provide Crime Contract additional information document published alongside the Own Client tender process in April 2014 available at: <https://www.gov.uk/government/publications/legal-aid-crime-tender-2015>.

This clearly states that: “Lead Contractors may rely on individuals employed by their Delivery Partners to meet some (but not all) of the tender criteria. Minimum requirements to be awarded a contract and criteria pertaining to the management of the service must be met by the Lead Contractor.”

Paragraph 6.7 of the IFA confirms that Award Criteria relating to the Management Team can only be met by the Applicant Organisation as it will have responsibility for Managing the contract. The definition of Employee is available at Annex F of the IFA and the questions asked in the ITTs, including Selection and Award Criteria questions, are detailed at Annex C of the IFA.

16.14 Can staff employed by a delivery partner contribute to the answers given in the tiebreak questions and award criteria questions?

The wording of tiebreak questions and Award Criteria questions are detailed at Annex C of the IFA. Where Applicant Organisations are permitted to use staff employed by Delivery Partners this is explicitly stated.

16.15 When completing the tie-break and Award Criteria can we make reference to the skills, knowledge and experience of the wider management team of the organisation, or do we have to limit the responses to reflect the team specified in sections B, D and E of the Procurement Area bids?

Please see paragraph 6.16 of the IFA. In accordance with paragraph 3.37 of the IFA Applicant Organisations must provide in the Staff Information section of its Procurement

Area Bid details of members of its Management Team that will be overseeing the delivery of Contract Work in the Procurement Area it is bidding in.

16.16 In section C does face to face advice include the use of video link from prison to court and options like Skype or does it mean physically sitting opposite someone.

'Face to face' relates to both parties being physically present in the same location.

16.17 Technical Envelope: 2.1 Section A Management Team. The question at A1 includes "How the Management Team will monitor the day-to-day performance of Contract Work in this Procurement Area to ensure it meets quality standards and KPIs set out in the Duty Provider Contract". What quality standards does this mean? Does it simply mean the SQM, or does it have a more general meaning?

As detailed in Annex C of the IFA, Award Criteria question A.1 relates to "quality standards and KPIs set out in the Duty Provider Contract" so is wider than the specific defined term of 'Relevant Quality Standards'. The Duty Provider Crime Contract is available at: <https://www.gov.uk/government/publications/draft-documents-for-the-duty-provider-crime-contract-2015>

16.18 If a firm has procedures in place that have not historically been documented in a written plan, does this necessarily count against the firm when you consider whether "plan" are "well developed"? What evidence will you accept that a plan or system has been in place?

Please see Annex C of the IFA for a detailed breakdown of the Award Criteria and where higher marks will be awarded.

16.19 In answering questions in the technical envelope we may want to make the same point on a number of occasions and in relation to a number of answers. We are assuming that we should do this whenever it is applicable even if that involves repeating the point.

Please see paragraph 6.15 of the IFA which confirms that "when assessing the responses, the LAA will take into account all information given in the text boxes for that question." and explains the impact of providing information that is incomplete.

16.20 If a firm is making multiple bids should they explain the overall firm management structure within the questions for each procurement area bid e.g. if all HR issues are to be dealt with by a central team will it be sufficient to explain that or will each area require full HR capabilities and each bid have to explain that.

Please see paragraph 6.15 of the IFA which confirms that "the Applicant Organisation cannot rely on information given in response to other Procurement Area Bids that it may have submitted".

16.21 The terms "high case values" and "high volumes of work" are used in The IFA for section B3. In each case please could you be more specific about what is meant by "high"?

The Award Criteria will be used to determine which shortlisted Applicant Organisations in a Procurement Area will be awarded a contract. As such, responses to the Award Criteria should consider the value and volume of work anticipated to be available under the Duty Provider Contract in the Procurement Area.

16.22 Section B Delivery Team and Recruitment refers at B.2 to ""qualified staff"" - there appears to be no definition. Do qualified staff have to be Named Individuals and or Employees or can they be self employed consultants?

Question B2 makes no reference to qualified staff having to be Named Individuals or Employees. It is for an Applicant Organisation to decide how best to respond to the Tender based on the details provided in the IFA and the LAA is not able to advise on these matters.

16.23 Our question relates to the reference to 'triage' in the question C3. What does that mean as I cannot find any definition of it anywhere? I understand the concept of triage generally, but in this context I cannot see how such a system could be expected of us. Our phone would only be diverted to an appropriately qualified person, a CLAS or PSQ holder, who is already required to consider whether they have sufficient expertise to cover each job as it is called through.

A definition of 'triage' can be found at paragraph 2.17 of the 2015 Duty Provider Crime Contract Specification.

16.24 For IT - the IFA mentions only that applicant organisations must have Secure email. However the Duty Contract contains a lengthy list of functionality required. Must bidders also have the functionality mentioned in the Contract or can this be ignored until after awards are made?

All successful Applicant Organisations will be expected to meet the requirements of the Contract when undertaking Contract Work.

16.25 Please provide an indication of the extent of growth you believe AOs should be planning to cope with when you mention "routine fluctuation and sustained increases in the volume of contract work"? If you foresee growth that could take the volume of a contract beyond three times the previous average two year turnover of the AO, has such additional growth been factored in to the financial assessments being conducted at the outset of the application process? If not, why not?

It is the responsibility of the Applicant Organisation to undertake realistic planning. Please see Annex C of the IFA for a detailed breakdown of the Award Criteria and where higher marks will be awarded. As previously outlined in response to 5.6 above the Expansion Capacity Assessment is based on value rather than volume.

16.26 In coping with fluctuations as foreseen in paragraph 6.11, do you allow for staff to work longer than the notional average FTE hourly week used elsewhere in the IFA or must AOs plans presume that no additional work can be obtained from existing full time staff?

As outlined in the definition of an FTE at Annex F of the IFA: "for the purposes of the FTE calculation, the LAA will not accept an individual as working more than a 35 hour week." This does not limit the actual hours an individual can work.

16.27 Can firms refer to work conducted on non-contract work (eg VHCCs) as an example of how the firm has coped with other work 'spikes'?

Annex C of the IFA provides a detailed breakdown of the Award Criteria and what is being asked for. A definition of Contract Work is provided at Annex F of the IFA.

16.28 In relation to the Tiebreak Criteria, what weighting/scoring criteria will be applied to the Tiebreak answers to ensure demonstrable objectivity?

As set out in paragraph 4.57 of the IFA responses to each of the tiebreak questions will be awarded a score of 0-5 using the Award Criteria marking system in Table A at paragraph 6.12.

ASSESSMENT

16.29 Why is there a word limit for these and other responses? Can you extend the available character limits to these and other similarly character limited responses?

All free text fields in the eTendering system have a character limit of 2,000 characters (not words) including spaces. As outlined at paragraphs 3.45 and 3.47 of the IFA additional text boxes have been provided for responses to the tiebreak questions and Award Criteria to allow Applicant Organisations to give a more detailed response. For these questions Applicant Organisations have 4,000 characters (not words). For the avoidance of doubt, questions H1a and H1b of the tiebreak questions each have a limit of 4000 characters.

16.30 Will points accrued in the shortlisting process be carried forward to the award criteria? Or will all bids start the Award Criteria with 0 points? I.e. in 6.17, does overall scores include scores in the whole process or only the questions from the technical envelope.

Award Criteria form the last part of the assessment process and are assessed separately from Selection Criteria as such, points award against Selection Criteria are not carried forward. Information on Award Criteria assessment can be found in paragraphs 6.12-16 of the IFA.

16.31 At 6.6 your comments regarding the use of consultants suggest that you will not place complete trust in responses which appear to you to have been prepared with the assistance of consultants. You specifically mention the danger of 'generic' responses. Does this mean that not all answers given by AOs will be accepted as accurately describing the position of the applicant? How will you distinguish between assertions that gain full marks and those you see as falling short of deserving full marks? How does an application clearly demonstrate it is specific to an AO? Is it sufficient to relate what may be a good but potentially generic response to some specific features of AO's tender?

The scores awarded will be entirely fact specific; but a generic or template response may not clearly demonstrate that it is specific to the Applicant Organisation and thus give the LAA a lower degree of confidence in that response.

16.32 Who will be marking the tie break and technical envelope questions? Can we assume any 1) legal knowledge or 2) knowledge of the current contract system?

The approach to assessment of tender responses is outlined in the IFA. The LAA is bound to act in accordance with paragraph regulation 4 (3) of the Public Contracts Regulations 2006. In no instances will only one person be responsible for determining the outcome of an Applicant Organisation's Tender and, all assessment will be overseen by a moderator.

16.33 Given the restriction on number of characters in the Technical Envelope, where Organisations are involved in more than 1 bid for the same procurement area, where can they insert information to satisfy the LAA that they have the capacity to deliver if both bids successful.

Please refer to the Rules on Submitting Multiple Bids set out in the IFA, in particular paragraphs 2.29 - 2.37.

16.34 Why does this complex tender resort to a final system of random selection to split applicants? Why would you not require further tie breakers, (of whatever measurable type)?

As described at paragraph 6.20 of the IFA, selection on a random basis will only occur in the event that all other elements of the assessment process have been exhausted i.e. after assessment of all other information including tiebreakers (as detailed in the IFA) Applicant Organisations remain tied.

16.35 Will AOs know if they are close to have been selected, effectively placed on a shortlist? Given most applicants will fail, would it not be sensible to do so to allow applicants to consider their next steps?

As outlined at paragraph 6.21 of the IFA: "Notifications to Applicant Organisations will include confirmation of whether the LAA is awarding a Duty Provider Contract and details of our assessment of their Procurement Area Bid."

SECTION 17: Employment

17.1 What limitations will there be on the use of 'employees' on zero hours contracts, if any?

The definition of 'Employee' is contained at Annex F of the IFA. In addition, where a Named Individual is relied upon to meet Selection Criteria that individual must be Deployed on Contract Work in the Procurement Area for at least 17.5 hours per week.

17.2 If there is illness (for example if the COLP or COFA falls sick and cannot proceed with the audit on the day in question) will the LAA refuse to consider extensions or will the Applicant Organisation face discrimination due to illness on the part of one of its key staff members?

As stated in paragraph 4.8 of the IFA it is an Applicant Organisation's responsibility to ensure it meets requirements around the Relevant Quality Standard by the Contract Start Date. For this reason, Applicant Organisations are advised to apply early.

17.3 If an AO bids in more than 2 areas with the same Management Team is it the LAA position that the entire bid is disqualified? Do AOs have to have 'alternative' Management Teams in place to avoid a Named Individual being named in more than two Procurement Area Bids?

There are no rules preventing an Applicant Organisation from naming the same members of its Management Team in its staff details across multiple Procurement Area Bids. However, as outlined at paragraph 4.41 of the IFA the same individual cannot be named in more than two Procurement Area Bids where they are relied upon to meet the Selection Criteria.

17.4 What is the value, legally, of a Signed Engagement Agreement to employ a Named Individual? If the employment did not happen the consequences would be relatively minimal and once the contract had commenced the LAA would have no ability to react beyond terminating the entire contract and re-tendering at great expense?

What happens in the event that a Named Individual, Key Person or member of the Management Team has left the organisation and a second is then seriously ill or otherwise incapacitated and cannot be confirmed during the mobilisation period?

As outlined at paragraph 1.12 of the IFA “responses to Selection and Award Criteria will be incorporated into any Duty Provider Contract awarded.” Please see paragraphs 7.19 to 7.22 of the IFA for details of the approach to and impact of substitution of Named Individuals.

17.5 How is the limit of one substitution compatible with promoting diversity and equal opportunity? How does this clause meet the statutory duty on the LAA to ensure that tenders comply with equality legislation?

The circumstance outlined at paragraph 4.44 of the IFA relates specifically to where the LAA has sought clarification from the Applicant Organisation because a Named Individual is relied upon in more than two Procurement Area Bids by multiple Applicant Organisations. Please see paragraphs 7.19 to 7.22 of the IFA for details of the wider approach to and impact of substitution of Named Individuals.

17.6 Where an Applicant Organisation has relied on a Named Individual to support its Procurement Area Bid, how will the LAA ensure that it still Employs, or has a Signed Engagement Agreement with the individual when the contract or service commence?

As set out at paragraph 1.12 of the IFA Applicant Organisation's responses to Selection and Award Criteria will be incorporated into any Duty Provider Contract awarded and the Delivery Plan will be attached to the Contract Schedule. The Contract Start Date for Duty Provider Contracts is 30 June 2015.

17.7 In each separate Procurement Area ITT, do we have to name ALL staff that the organisation employs?

As set out at paragraph 3.36 of the IFA, an Applicant Organisation must provide details in the Staff Information section of the Qualification Envelope of all staff members it will Employ or hold a Signed Engagement Agreement for Contract Work in the Procurement Area. Applicant Organisations are also advised to refer to the definitions of Contract Work and Management Team is set out at Annex F: Defined Terms in the IFA.

17.8 Does a court duty solicitor who has a waiver in respect of police station duty work due to a medical condition qualify as a CLAS equivalent for the purpose of calculating the number of CLAS caseworkers?

Accreditation through CLAS is operated by the Law Society. Any questions around waivers of their requirements should be referred to them.

17.9 Can staff be included on the Procurement Area bid of an Applicant Organisation that also intends to act as a Delivery Partner for another Applicant Organisation in a different Procurement Area?

Please refer to paragraph 4.25 of the IFA which relates to Selection Criteria and Delivery Experience. As set out at paragraph 4.41 however an individual can be named in no more than 2 Procurement Area bids.

17.10 Can Named Individuals be substituted where they have been used to meet either the Management Team experience or Delivery experience?

Please refer to paragraphs 7.19 to 7.22 of the IFA for details of the approach to and impact of substitution of Named Individuals.

17.11 Where can a "Management Team Additional Staff Information Form", "Supervisor Additional Staff Information Form" or "Caseworker Additional Staff Information Form" be downloaded from?

The Additional Staff Information Forms can be downloaded via the eTendering system from the 'Buyer Attachments' section of the relevant Procurement Area ITT.

17.12 In the IFA it states that a single member of staff can be named in up to two Procurement Area bids and that each Procurement Area bid is assessed independently. Does that mean that a firm will not be marked down for having the same member of staff in two Procurement Areas?

Can a single person can be included in two different Procurement Area bids from two different Applicant Organisations with no adverse effects on the individual bids?

Please refer to Selection Criteria: Assessment in Section 4 and in particular paragraph 4.41 of the IFA.

17.13 How will the LAA deal with people who complete a Signed Engagement Agreement but at the time of submission are also included on a competitors' application?

As set out at paragraph 3.39 of the IFA all Staff Employed by, or with a Signed Engagement Agreement, should be listed. Please also refer to paragraphs 4.41 - 4.47 in respect of the rules to be applied where a Named Individual is included in more than 2 Procurement Area bids.

17.14 Section B of the Qualification Envelope and the Additional Staff Information Forms all require details of Solicitors or accredited police station representatives. How should I respond where the incumbent is a Barrister who is not police station accredited? If "None" is the answer, will there be any disadvantage to the assessment of the Tender?

Where Managers, Supervisors or Caseworkers do not hold either CLAS or PSQ Applicant Organisations must respond 'None of the above'. Please see paragraph 4.29 of the IFA for details of how this information will be treated on assessment.

17.15 Is a probationary Police Station Representative's PIN acceptable in order for them to be identified as a caseworker?

For details of the information required in the Staff Information section of the Qualification Envelope, please refer to paragraphs 3.36 to 3.41 of the IFA.

17.16 When identifying when a member of the Management Team commenced employment is this the date the individual became part of the Management Team or the date that they became employed by the applicant organisation in any capacity?

Applicant Organisations should provide the date they were first Employed.

17.17 Does the bidding process anticipate that there will be at least three members of a management team per procurement area? If so, can a manager for one Procurement Area be also used as a case worker in another provided that it is for the same Applicant Organisation?

Applicant Organisations may name the same or different individuals when responding to each of the questions within section D, provided that they meet the requisite criteria. However, within each individual criterion a single Named Individual must be identified who meets the relevant requirements of the criterion.

Please refer to Section 4 of the IFA for further information.

17.18 Can a supervisor be involved in the delivery of advice and representation services in the police station, Magistrates' courts and Crown courts?

In accordance with the Crime Supervisor Standard, Supervisors must have experience of direct casework and as such may be involved in the delivery of advice and representation in the Procurement Area.

17.19 How will you assess the veracity of the answers given in respect of the experience of the named individuals?

Initially answers will be verified and confirmed by the Applicant Organisation COLP. The LAA reserves the right to clarify or verify the information in due course - see paragraph 8.16 of the IFA. Where the response provided cannot be verified the tender will fail.

17.20 If there is a person involved in managing the delivery of the bid, for example staffing, and/or allocation but they are not conducting case work, why can they not be on the Management Team?

There is a difference between the definitions of 'Manage' and 'Management Team'. Please see Annex F: Defined Terms in IFA for further details. The definition of Management Team includes those with oversight for staffing arrangements.

17.21 Does the COLP need to be part of the Management Team if he/she does not conduct any criminal case work?

There is no requirement for the COLP to be named as part of the Management Team in these circumstances.

17.22 Can you confirm that there is no set ratio of managers to case workers?

There is a ratio for supervisors to caseworkers but no set ratio of managers to caseworkers.

17.23 Are Signed Engagement Agreements to Employ capable of being contingent on our organisation being awarded a Duty Provider Contract in areas sought?

Please refer to the definition of Signed Engagement Agreement set out in Annex F: Defined Terms in IFA. The Applicant Organisation must determine how these agreements should be constructed.

Agreements may be contingent on the Applicant Organisation being awarded a Duty Provider Contract subject to the rule set out at paragraph 4.41.

17.24 How do we "count" the experience of a member of staff who is currently on maternity leave?

Where a member of staff is either

- currently on maternity leave or absent due to grounds of religion or disability as defined by the Equality Act 2010; or

- was on maternity leave or absent due to grounds of religion or disability as defined by the Equality Act 2010

you may include them as a Named Individual to meet Selection Criteria on the basis of their experience or qualifications. Details of the absence should be included in the box pertaining to the status of the individual on the relevant section(s) of the tender and may be subject to validation in accordance with paragraph 8.16. In responding to Criteria you should discount the period of absence from the relevant period.

For example; where an individual is on maternity leave between 1 April 2014 and 31 December 2014 (9 months) and the tender is submitted on 1 February 2015 “the 12 month period immediately preceding the submission of the Procurement Area Bid” shall be calculated as follows:

- 1) 12 months immediately preceding 1 February 2015; plus
- 2) 9 months (discounted period of absence)

Resulting in the “12 month period” being 1 May 2013 to 30 January 2015.

SECTION 18: Miscellaneous

18.1 What happens if the sustainability of a bid depends on the firm winning all of the contracts they bid for, yet they only win one or two, thus rendering their entire bid unsustainable?

As outlined at paragraph 7.1 of the IFA: “An Applicant Organisation must accept the entire contract offer made to it. If it decides to refuse the contract offer, it must refuse that offer in its entirety and cannot elect to deliver Contract Work in only some of the Procurement Areas that it has been successful in.”

18.2 Applicant Organisations complete one Organisation ITT and then one or more Procurement Area ITTs but they must be capable of concurrent delivery on all Procurement Area bids. How would the concurrent delivery model deal with the scenario of an Applicant Organisation also acting as Delivery Partners?

Paragraph 3.9 refers specifically to this requirement applying to an Applicant Organisation. As outlined at paragraph 2.18 of the IFA, the Applicant Organisation will be contractually responsible for the delivery of all Contract Work.

18.3 Accreditation (para 4.5): The contract start date is only 6 months after the close of bidding and a shorter time than that after notification that the bid has been successful. What confidence does the LAA have that there will be enough assessors to carry out this work in a relatively short space of time? What will the LAA do in the event that there are insufficient assessors to carry out even the desk top audits in time for the contract start date?

If it is established that there are insufficient assessors to carry out the work before the contract start date, will the LAA maintain its rigid position about no extensions or will there be an ability to apply for extensions in such circumstances?

If there is illness (for example if the COLP or COFA falls sick and cannot proceed with the audit on the day in question) will the LAA refuse to consider extensions or will the Applicant Organisation face discrimination due to illness on the part of one of its key staff members?

As stated in paragraph 4.8 of the IFA it is an Applicant Organisation's responsibility to ensure it meets requirements around the Relevant Quality Standard by the Contract Start Date. For this reason, Applicant Organisations are advised to apply early.

18.4 Given the short timescale and the enormous detail required, many bids will be submitted close to the deadline. Has the eTendering portal been properly tested? What assurances can the LAA give that it will not crash around 27 or 28 January?

BravoSolutions' technology is used by 60,000 procurement professionals across 60 different countries and as such has been widely tested in a vast variety of different procurement exercises from small scale to large scale over a number of years.

18.5 What steps are to be taken to ensure that the process of assessing the answers is transparent and fair? Is the initial marking of the tender bids done by a computer programme? What arrangements are in place to deal with potential human error from the MOJ, their staff or the professionals and their staff? Are determinations reached with one person only reviewing each tender? What checks or quality control processes are in place? There is no appeal process. What happens if the assessment of the Procurement Area Bid you provide shows a clear unequivocal error in the marking process?

The approach to assessment of tender responses is outlined in the IFA. The LAA is bound to act in accordance with regulation 4 (3) of the Public Contracts Regulations 2006. As outlined at paragraph 6.22 of the IFA there is no right of internal appeal.

In no instances will only one person be responsible for determining the outcome of an Applicant Organisation's Tender and all assessment will be overseen by a moderator. These checks and balances are in place to cover the possibility of assessment errors.

18.6 Will the assessor be required to undergo a conflict of interest check to ensure he/she has had no prior dealings with the AO at any stage in the process. If so how will this be checked?

The assessment teams will be managed by moderators, who will ensure no conflicts of interest in the assessment teams. Moderators themselves will also need to declare in advance of undertaking this role any conflicts.

18.7 How can the process be amended at "any time"? How can a bid be altered after the deadline? Do those submitting Tenders need to remain available to drop everything (work, home-life, holidays etc) for an indefinite period pending any potential notice from the LAA?

As outlined at paragraph 8.12 of the IFA any notices of amendments will be published on the LAA website and Applicant Organisations will be notified individually of these through a message in the eTendering system. Please see paragraph 8.10 of the IFA for details on amendments or alterations after the Deadline. Please see paragraph 8.14 of the IFA regarding the obligations on Applicant Organisations to monitor messages throughout the process.

18.8 What is the minimum period you will retain the records of the Tender?

In accordance to the LAA's own internal processes, it intends to retain tender records for 7 years after the process has been completed.

18.9 What does this mean? What additional contract requirements? In the absence of clarity, how can due diligence be conducted and thought be given to such suggestions and possibilities as to the AOs ability to comply?

The LAA is unable to comment on hypothetical scenarios. However, please see paragraph 5.43 of the IFA by way of an example. Compliance with the contract, including any additional contractual conditions, will be monitored through contract management.

18.10 There is no guarantee of a minimum amount of work. How can the LAA be sure that firms' tenders (business plans, cash flow projections etc) will be viable? What figures should AOs use when considering the viability of their bids?

It is up to Applicant Organisations to ensure relevant considerations are taken into account in their Tenders. Anticipated Contract Values and estimated numbers of cases are provided at Annex A of the IFA.

18.11 Is this intended to include the submitted bids? Do you seek to assert ownership and proprietorial rights over the submissions of AOs?

No it is not intended to include Applicant Organisations' Tenders.

18.12 Will these governmental transparency standards means the LAA will publish the total points awarded to each AO, their submissions, their responses to tie breakers etc?

As outlined at paragraph 8.41 of the IFA the LAA will publish details of all contract awards only and not a detailed breakdown of the assessment of each Applicant Organisation's Tender which is likely to contain commercially sensitive information.

18.13 How will such personal data re key personnel be used?

Paragraph 8.43 of the IFA outlines how this information will be used.

18.14 Can you please confirm that there will be no fee cuts during the course of the contract period, other than the possible 8.75% as indicated?

As outlined in the Government response to the consultation 'Transforming Legal Aid: Crime Duty Contracts' we intend to implement the second fee reduction, of up to 8.75% in July 2015, subject to the further considerations we have already said we will undertake. These are the relevant remuneration changes proposed at present. However, the Duty Provider Contract is due to run for 4 years (with a possible one year extension) and therefore there may be future changes to policy that affect remuneration over that period.

18.15 Will you accept non-compliant bids? If so what is the process for submitting them please?

Please refer to section 3 of the IFA, particularly paragraph 3.2 on what a compliant tender consists of. Paragraphs 3.3 and 3.4 set out the consequences of not adhering to this.

18.16 Does the LAA want to receive any non-mandatory attachments that provided evidence to support a firm's tender (such as a copy of a Delivery Plan or copies of a firm's policies or manuals?). Is there a facility to upload non-mandatory attachments which are relevant to the application? Are we able to upload documents to support the free text in the Tiebreak Section, e.g. policies, procedures and project plans?

Mandatory Attachments are listed at paragraph 3.6 of the IFA. In addition to this, the detail of each question is set out in Annex C of the IFA as well as the relevant ITTs within the eTendering system. For the avoidance of doubt, there is no provision for Applicant Organisations to submit additional information that is not specifically requested as part of an ITT response.

18.17 Our Organisation has an SQM that was completed by the SQM DP in June 2012. Do I need another SQM assessment or is this sufficient?

Details on the Relevant Quality Standard required by the Contract Start Date (anticipated to be 30 June 2015) are set out at paragraphs 4.5 to 4.10 of the IFA. As provided at clause 10.2 of the 2015 Duty Provider Crime Contract Standard Terms it is a requirement under the Contract to hold a Quality Standard at all times.

18.18 We currently hold an SQM, valid for 3 years from April 2014. If we take over another firm under our current own client contract and name, will that SQM still be valid or would we need to be re audited?

The SQM is operated by the SQM Delivery Partnership, please contact them and your legal sector regulator to confirm the implications of any changes to your entity or status.

18.19 The tender form uses the term "for the entire 12 month period immediately preceding the submission of the procurement area bid". The date of submission is 29th January 2015. Taken literally the entire 12 month period would start 29/1/14 and end 28/1/15 calculation and verification of the values and volumes in such a period would be administratively difficult in any event. To do such extractions from records at an instant less than 24 hours before the bid would be even harder. For practicality could the requirement be interpreted to read "for any entire 12 month period ending in the 12 months preceding the submission of the bid"?

As outlined in the relevant questions asked this relates to the "12 month period immediately preceding the submission of the Procurement Area Bid". The cut off of the 12 months that can be taken into account is therefore the date that the Applicant Organisation submits its response to the Procurement Area ITT.

18.20 There does not seem to be any provisions for existing work. Will the decision making process take into account how much work a firm is currently undertaking when deciding if it can cope with extra duty contracts or will it be assumed that the staff outlined in the bid will solely be working on the proposed duty contract if successful?

Capacity to undertake Duty Provider Contract Work is tested through the Selection and Award Criteria set out at Sections 4 and 6 of the IFA.

It is up to Applicant Organisations to decide how they Deploy staff to undertake Contract Work.

18.21 In Lancashire there are 13 contracts. If an applicant scores enough points to be placed in the top 13 (and not tied taking the number over 13 on the same points) are they automatically awarded a contract? (Subject to verification) or do they simply get placed on to the shortlist in the next round?

Please see paragraph 3.1 for an overview of the Tender requirements and how these will be considered. Paragraphs 4.33 to 4.36 of the IFA provide details of how the number of Procurement Area Bids meeting the Essential Requirements will affect consideration of the

Selection Criteria. Please also see paragraphs 4.50 to 4.54 of the IFA for details of how shortlisting will be undertaken.

As outlined at paragraph 6.1 of the IFA "Award Criteria (see detailed wording at Annex C of the IFA) will be used to determine which shortlisted Applicant Organisations in a Procurement Area will be awarded Contract Work in that Procurement Area."

18.22 The contract Specification is still showing only as a Draft. When will this specification be finalised?

The draft contract is published to allow Applicant Organisations to familiarise themselves with the terms of their contract. The version on our website has been consulted on with the relevant consultative bodies, as such we do not anticipate any significant amendments. Final contract documentation will be issued to successful Applicant Organisations in late June 2015.

18.23 Does there have to be more than one COLP/COFA if a provider bids in more than one area?

The requirements around COLPs and COFAs are governed by the SRA and any queries in relation to authorisation should be referred to your relevant legal sector regulator.

18.24 Are all figures quoted excluding VAT?

In accordance with the Anticipated Contract Values provided at Annex A of the IFA, values are exclusive of disbursements and VAT.

18.25 Will greater weight be given to an established firm bidding only into the procurement area in which it operates? Will greater weight be given to firms who bid into more than one Procurement Area?

The approach to assessment of tender responses is detailed in the IFA with details of scoring for each question provided at Annex C of the IFA.

18.26 Currently, if a Firm accepts a Duty Solicitor case, it ceases to be classified as such at the conclusion of a specified stage e.g. when the client is charged. Under the proposed Duty Contract, does the matter remain a 'Duty' case throughout any or all subsequent stages of the proceedings, until final disposal?

As outlined at paragraph 1.16 of the IFA, all Contract Work flowing from the Duty Slots will be undertaken under the Duty Provider Contract.

Annex to the FAQ

Procurement Areas

Message received	FAQ Question Number
<p>Is it intentional that only those Procurement Areas which contain a court give the contract holder of that PA the ability to act as Duty Solicitor at that Court?</p> <p>e.g. Police stations in Newham, Hackney and Waltham Forest PAs all charge adult suspects to Thames Magistrates Court which is located in the Tower Hamlets PA. Under the arrangements set out in Table 3 page 75 of the ITT, only firms successful in winning a bid in Tower Hamlets PA have the opportunity to be Duty Solicitor at Thames Magistrates court even though it is likely that a majority of the cases that the Duty Solicitor at court would deal with, originated from three other procurement areas in which they may not hold a contract.</p>	4.5
<p>Would you be able to make two London adjacent procurement area bids using one office for both? If you have an office in Brent would you be able to make two bids for Brent and Harrow using the same office?</p>	4.6
<p>I have been offered an own client contract that will enable me to act as a delivery partner in the duty contract bids.</p> <p>I used to work down in Brighton and have several contacts down there who may be interested in including my firm as a delivery partner on their duty contract bids.</p> <p>Is there anything in the rules that prevent me being entered on, say, two bids in Norfolk 1 as delivery partner and two bids in Sussex 1?</p>	4.7

<p>I currently have been offered an own client contract under my trading name "X - Solicitors"</p> <p>If I take up that contract then I will be able to act as a "delivery partner" for a duty firm or an "agent".</p> <p>As I understand the IFA, I would have to be named as a delivery partner in a bid for a duty contract, submitted before the closing date of 29.01.15 for that to happen.</p> <p>I also understand that if I were to withdraw from the bid of a particular firm, then that firm could not substitute a different delivery partner in my place after bids had closed.</p> <p>This also suggests that I would not be able to attach myself as a delivery partner to another firm making a duty bid after the closing date 29.01.15, but before 01.10.15.</p> <p>Am I correct in theses three assumptions?</p> <p>I would like to be able to attach myself to as many contract bids as possible in my procurement area, to increase my chances of success, but I understand for the IFA that only two such attachments are possible in each procurement area. Is that correct?</p> <p>Could I be included in 2 bids in each of the neighbouring procurement areas? e.g. 2 bids in Norfolk 1, 2 bids in Norfolk 2 and 2 bids in Suffolk 1?</p> <p>I assume there is no restriction on the number of duty firms that I could be agent to?</p>	4.7
if the organisation has several qualifying offices in the Procurement Area can the response to Question A1a list the addresses of all such offices OR is the organisation limited to choosing the Principal office ?	
3. On the Procurement Area ITT question A.1.b, do I list all offices in the procurement area or simply the main office?	4.8
<p>1. We are a multi office practice with a Standard Criminal Contract incorporating five office schedules. We propose to bid in three separate Duty Procurement areas.</p> <p>(a) We currently have two offices with different schedules in the same Procurement area. We propose to continue with both offices if successful in our bid but will select one as the office address for the purpose of the bid. Is this approach correct and ,if not, how can both addresses be selected?</p>	4.8

We rent office space from our delivery partners. This complies with the definition of an office in the draft duty contract. The IFA seems to suggest that we cannot rely on our delivery partners for this, however the duty provider draft contract seems to suggest that this is ok. For the purposes of our duty bid do we therefore have to find another property to rent? This seems nonsensical. Please advise.	4.8
I presume that in Section G, the first version of the question is not supposed to apply in Split Procurement Areas? Because they are not expressly excluded, so as drafted it's 20 points as against 5 if you are in the actual area rather than the other half.	4.9
Changes in procurement areas How are you going to deal with Court and police station closures and reorganisations that fundamentally disrupt the delivery plans firms have submitted?	4.10
The furthest station from my office has been downgraded and a centralized custody suite is being operated, which is far closer to my office. Is this recognized in the tender? I am able to cover the remote police station either fully operational or in a reduced form, but it will have an effect on how I arrange cover.	4.10
<p>If relation to office requirements. To score the maximum points on question G.1. does the office have to be fully operational and have an SRA registered number by the 29th January 2015 i.e. seeing clients and branding etc? Or can you have a rental agreement signed at that point with the view to having the office operational during the coming months after you have submitted your bid? If you only have a rental agreement will you score 0 points even though you have an office rented?</p> <p>If you do need to have the office operational can you just have let the SRA know about the branch office and be waiting for an SRA number?</p>	4.11
<p>At 2.27 (d) of the draft specification it states that an office must: "satisfy any professional requirements of your regulator and be registered as appropriate".</p> <p>Please could you confirm whether applicant organisations may identify in their bids an office in the relevant procurement area which they have secured, which meet the other requirements in respect of offices, but which have not yet been through the process of being registered with the regulator?</p> <p>Please could you also advise whether delivery partners' premises may be identified as the office in a given procurement area, provided there is an appropriate agreement in place?</p>	4.12

<p>We currently have Duty Solicitor contracts for our offices situated in King's Lynn and Cambridge.</p> <p>We are registered on the e tendering portal under our King's Lynn office address.</p> <p>We understand that we can tender for Duty Solicitor contracts in King's Lynn and Cambridge and plan to submit ITTs for the firm together with ITTs for three procurement areas (namely Norfolk One, Norfolk Two and Cambridgeshire) without any further registration with Bravo Solutions. Each of the procurement areas is adjacent to the other two. Is this permissible?</p>	4.12
<p>Can you please describe how you will be reviewing bids by Applicant Organisations in multiple procurement areas as this is not adequately described in the IFA. Will you be looking at multiple bids side by side to ensure they are capable of delivery and that the same individual is not being relied upon unreasonably in two different procurement areas?</p>	4.13

Own Client Contract

Message received	FAQ Question Number
<p>The IFA document suggests that verification for the Own Client Contract will be done simultaneously with the Duty Provider Contract in June 2015. However, please can you confirm that you will not require any verification details for the Own Client Contract in January 2015 as previously stated. Can you also confirm when you would like the supervisor forms completed and uploaded by?</p>	5.2

<p>The IFA states at paragraph 1.16 that "All contract work flowing from the Duty slots will be undertaken under the Duty Provider Contract". Please clarify whether all such work will therefore be classed as duty work and not 'own client' work and will be included in the 40% limit permitted to be undertaken by a Delivery Partner. So for example if you are called to a police station to cover your duty slot and a client is subsequently charged, will the first appearance at the Magistrates Court be classed as duty work or own client and thereby covered under the respective Duty Legal Aid contract.</p>	5.3
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Case Volumes

Message received	FAQ Question Number
<p>In relation to the IFA, Annex A, Table 1, do the numbers under "estimated number of Magistrates Court Cases per contract per annum" relate to ALL cases going to that provider when acting as duty solicitor OR all cases where a representation / Legal Aid order is granted?</p> <p>Please could you also advise whether the same payment mechanism (hourly rate) for attendance at Magistrates Court in duty rota slots will continue under the new contract?</p>	7.1

<p>IFA pages 62 - 68.</p> <p>Where do the figures for the estimated number of Magistrates' Court cases per contract per annum come from? I have read the "Data Information" at page 68 but this says "the volume of MC duty workis estimated based on the proportion of duty work arising in the PS in each procurement area".</p> <p>How do you know what MC work is from PS duty calls and how much is own client?</p> <p>Our own historical data suggest that your estimates for volumes of MC cases are wildly inaccurate. In our experience, in London, approximately 50% of duty PS cases turn into MC cases (the rest are NFA or cautioned or similar) and of those that are charged, not all will get LA in the MC (because they fail the interests of justice or means test, or because they go to Crown Court). Our conversion rate of PS to MC is about 3:1 whereas your projected conversion rates are at best 1.5:1 and often nearer to 1:1.</p> <p>In some areas you predict more MC cases than PS cases (e.g. Wales, Yorkshire). I am not familiar with those areas, but that seems unlikely.</p> <p>The conversion rate in South London is given as 1.52:1 and I know that is wrong. 3:1 is more like it.</p> <p>I have discounted cases picked up as court duty because I know these are very small in terms of numbers.</p> <p>My point is that your projected figures bear no relation to reality. Where have they come from?</p> <p>How and why do you think you have the data to identify MC cases that have come from the PS duty scheme rather than own clients?</p>	7.1
<p>1) Court Duty Solicitor Volumes - has the estimated number of Magistrates Court cases that a share of the duty rota will provide been calculated by reference to the number of clients reported to have been assisted divided by the number of slots in any given area?</p> <p>2) Additional Crown Court Volume - how has the estimated number of Crown Court cases per contract per annum been calculated?</p>	7.1
<p>22. Do the figures relating to volume of police station cases set out in Annex A relate to all police station cases or relate simply to cases where there was no subsequent charge?</p>	7.3

With reference to the volume of police station cases managed over the 12 month period, does this include just those cases which resulted in a police station attendance or every case allocated via the DSCC even if it did not result in an attendance?	7.3
How have you arrived at the stated requisite numbers of cases required to demonstrate experience of “drugs offences” and “offences against the person” per Procurement Area?	7.4

Financial Assessment

Message received	FAQ Question Number
<p>We are and Established Business for the purpose of Financial Assessment. We are moving our year end from June 2014 to December 2014. This will mean that when we submit our Financial Assessment Form as required by 1.12.1 it will be for a two and a half year period as below:</p> <p>First column of form 1st July 2012 - 30th June 2013 Second column of form 1st July 2013 - 31st December 2014</p> <p>1. Will this satisfy 1.9.1 2. If so how should we apportion fees for the purposes of 1.12.3 (Our tender will be for a value well within three times the average turnover in any event).</p>	8.6
<p>Please could you confirm whether a business will meet the definition of “Established Business” at page 147 of the IFA if:</p> <p>a) It has changed legal status from a Limited Liability Partnership to a Limited Company within the past few months; and b) Its regulatory status with the SRA at the same time changed from that of a ‘recognised body’ to a ‘licensed body’ (alternative business structure); and c) There have been no significant material changes to its personnel or management structure; and d) The business can make available two years’ accounts of the Limited Liability Partnership for 2012/13 and 2013/14.</p>	8.6

If there has been a change in equity partners does this effect "current form"	8.6
<p>Our Own Client bid was made on the basis that we would be a Limited Company on Service Commencement Date. We were a partnership at the time of submission. Since the bid we have completed incorporation and had our existing contracts notated to the new company by the LAA.</p> <p>There has been no change to the ownership of the business, the partners simply became directors.</p> <p>We have read all relevant sources on the subject, IFA, FAQ and the Business Structures document.</p> <p>On that basis we conclude that we are an Established Business; the organisations structure has not changed, ownership has not changed and we have 2 years accounts. All that has occurred is a simple change of legal status.</p> <p>Please can you confirm that on the basis of the above information we should submit an Established Business Financial Assessment Form?</p>	8.6
We have held a supplier number since 2005 but changed from being a Partnership to a Limited Company in January 2013. We also novated our contract with another practice for less than one year, but kept our supplier number throughout. At the same time we "de-novated" the contract. In January 2014 we formed a new limited company with the same supplier number and have had no breaks in our trading operation. Will we be considered as a new business for the tendering process and therefore required to have an expansion capacity assessment?	8.6
Were we to merge with one other firm, how would we deal with disclosure of accounts and other financial information?	8.6

<p>Question 1.6.2 C.1.i. Is "Has the Application Organisation been trading for at least 2 years in its current form?"</p> <p>For guidance it says to "Please refer to Section 5 of this IFA for further information", which states</p> <p>"For the avoidance of doubt; a significant or material change would not include:</p> <p>(a) a change in the legal status of the Applicant organisation of a minor nature e.g. change of partnership to LLP or limited company;"</p> <p>For the avoidance of any further doubt please could you confirm that a change in legal status from "Sole Practitioner" to "Ltd company" would also be deemed a minor change?</p>	8.6
<p>We are an established business which because of changes to the partners in the last 6 months now meets the "other business type" criteria. We can down load 2 years worth of accounts but bid question 1.7.1 ask why accounts aren't available when in reality they are. Will you confirm that you wish us to down load the accounts and write not applicable to question 1.7.1. We would appreciate clarification.</p>	8.6

<p>We intend to bid for a duty provider contract.</p> <p>We are an established firm that converted from an LLP to a Limited Company in 2013.</p> <p>We are due to receive our first audited accounts for the Limited Company which encompass a period of 8 months which represents the first accounting period for the Company (the change took place part way through the accounting year).</p> <p>We do of course have audited accounts for the years that we traded as an LLP.</p> <p>Would we therefore have to complete the ITT on the basis of an established business or a new business?</p> <p>If we bid on the basis that we are an established business do we send of the most recent accounts for the company together with a full two years previous accounts for the LLP or simply the Limited Company accounts and the LLP accounts for the previous year?</p>	8.6
<p>We are an established firm and intend to merge with another established provider. Whilst we will technically become a “new entity” both organisations have Certified Accounts readily available and long standing relationships with the LAA. Are we able to upload our accounts on the basis that we are, in reality, “Established Businesses?” or will we be classified as an “Other Business Type” and have to undergo the financial assessments that flow from that? (Section5). It seems to me to defeat the object of established businesses merging if that merger results in us being downgraded to “new entity” status.</p>	8.6

<p>For the avoidance of doubt can you confirm the answer to the following question?</p> <p>I applied for an own client contract as "X - Solicitors" in the belief and expectation that I could change the legal status of the "Sole Trader" application to that of "Limited Company" (but without in any other way changing the operational structure of the new business) before the actual start of the new contract and could apply to be a "Delivery Partner" with a firm bidding for a duty contract or be an "Agent" for such a firm under the new 2015 Duty Contract.</p> <p>Am I correct in assuming that a change from "Sole Trader" status to "Limited Company" status, without other change in the structure, would still enable me to take up my own client contract and act as "Delivery Partner" or "Agent"?</p> <p>The response posted in the FAQs relating to change of status was ambiguous as it suggested that you WOULD consider a change from Sole Trader to Limited Company as a change that would prevent the take up of an own client contract that had been applied for as a Sole Trader! (See Question 2 page 2 of the FAQ Status Document that you issued on 27.11.14)</p>	8.6
<p>We would be grateful if you could provide some clarification on the definition of what is or is not an Established Business in light of our particular circumstances.</p> <p>X has been in business since 1980 (albeit there is a recent conversion to LLP status which we understand is NOT a significant or material change for the purposes of the ITT).</p> <p>X LLP is still wholly owned by the same two equity partners. The core management team include two others, both of who have been in post for more than 2 years. There have been no changes in the Key Personnel in so far as this is defined as those who actually own or are in control of the management of the business.</p> <p>The concern behind our question relates to the definition of Key Personnel in the ITT (at page 148). The use of the word "impliedly" concerns us that a number of new Members that have been appointed, might be deemed to represent a significant or material change. The reality is that we have invited a number of new Members into the organisation's structure in order to give effect to two mergers we have completed in the last 12 months - neither of which have contributed more than a 5% increase to the X LLP's turnover. None of the new Members has any ownership rights in the business. None of the new Members have any control over the management of the business.</p> <p>We do not consider these changes to be significant or material in the sense that it has had an impact on the ownership or control of the business. However, given that the number of new Members would exceed the "one third" criteria were they deemed to be material or significant - we thought it prudent to ask for your consideration of this issue</p>	8.6
<p>We changed our accounting year for our last year accounts meaning that our last two years' accounts are for the years 2011-12 (1st Nov-31st Oct) and 2012-14 (1st Nov 2012-31st March 2014). Are these acceptable for our last 'two years' accounts?</p>	8.6

<p>I am requesting clarification on the validity of the data we submit as it is not possible to comply with all the rules that are stated on the form.</p> <p>Our firm has a year end date of 30 June.</p> <p>For the purposes of completing the form we require audited accounts. For the year ended 30 June 2014 we do not yet have audited accounts available. These have not been finalised and are not required to be filed with Companies House until March 2015.</p> <p>However, if we use the 2 preceding years data to complete the Established Business Financial Assessment Form i.e. years ended 30 June 2013 and 30 June 2012 then we will not be in compliance with the requirement in note 3 that the "earliest year must start no earlier than 1st January 2012". The year ended 30 June would start on 1 July 2011.</p> <p>How do you suggest we proceed - present data relating to a period before 1 January 2012 (and not comply with note #3) or present accounts that have not yet been signed off by the auditors (and not comply with note #6 that requires the COLP should sign this off as correct and matching the audited/certified accounts)?</p> <p>In the instructions to bidders on the above form, note 3 requests entering the accounting years to which the Financial information relates. It gives an example in red text as 31/03/2012.</p> <p>The second sentence of this note states that the "earliest year must start no earlier than 1st January 2012", and yet the example you give falls foul of this requirement as the year ended 31/03/2012 would start on 1/4/2011 which does start earlier than 1 January 2012.</p>	8.6
<p>In C.1.i if you have changed from partnership to LLP is this still seen as being " in its current form"</p>	8.6
<p>Up until 30 September 2012, the Firms of X, and Y practised as separate Firms in a particular Procurement Area. Each had its own contract with the LSC for the provision of Criminal Legal Aid Services.</p> <p>On 1st October 2012, the two Firms merged their businesses and became Z LLP. The new Firm adopted a Tax YEAR running from 1 May to 30 April. Accounts were prepared at 30 April 2013, covering the six months period 1 October 2012 to 30 April 2013. Statutory Accounts for 12 months ended 30 April 2014 have now been produced. Is this sufficient to enable us to be classified as an "ESTABLISHED BUSINESS" or are we to be treated as an "OTHER BUSINESS TYPE?" given that we are able to produce cessation accounts for both previous firms, covering a two year period.</p>	8.6
<p>In 5.6 if 1 of the 3 equity owners of the business left but their equity share was less than 1/3 is this a material change</p>	8.6
<p>Page 37 of the IFA defines an established business as having had "no significant or material change to its key personnel or structure For the avoidance of doubt a change of less than one third in Key Personnel over the period of the accounts to the date of submission of the tender" is not a significant or material change. By default then is a change of a third automatically going to be seen to be a significant or material change?</p>	8.6

For an established business, the Financial Assessment form requires data from 2 years of accounts (audited/certified). The requirement also states that the earliest year must not start earlier than 1st January 2012. If an established business has a financial year end of say 30th November then it would be impossible to meet this requirement as the most recent years would be 1st December 2011 - 30th November 2012 and 1st December 2012 - 30th November 2013. The year ended 30th November 2014 cannot have been finalised in time for the submission. Therefore does your requirement actually mean that any 2 years of accounts completed since 1st January 2012 will be acceptable. If financial year end was 31st December then this only exacerbates the issue. Please clarify?	8.6
Our firm changed its status from a Partnership to a Limited Company on 1 May 2014 and according to the information for applicants we are an established business (5.6 (a)). Our accounting periods starting no earlier than 1 January 2012 are the 12 months from 1 August 2012 to 31 July 2013, followed by a 9 month period from 1 August 2013 to 30 April 2014 both of which have been certified by our accountants. Our next accounting period will be as a Limited Company starting 1 May 2014 and ending 30 April 2015. Should we enter into financial submission the information we have per the certified accounts or should we amend the accounts for the 9 months period, either on a pro-rata basis or by adding the next 3 months actual financial data to the profit and loss account, subject to our accountants agreeing with these amended figures? In our case entering the financial statements for 12 months and 9 months will not have any effect on whether our bid is an expansion bid.	8.6
<p>X Partnership is an applicant organisation which has been trading for more than two years and has its previous 2 years audited and certified accounts available (the earliest starting no earlier than Jan 2012) but key personnel have changed whereby 2 partners retired and 3 partners joined in the relevant period therefore appears on the face of it to be a significant change to key personnel. Do you agree that this amounts to this Firm being an Other business type?</p> <p>However when we submit that we are another business type, Question C.1.iii asks why we don't have established accounts, which we have answered that we do, it's just that we have had change to personnel. Is this the correct response and do we up load our two years of accounts?</p> <p>It appears on the face of the group of questions C4 in relation to other business types it does not request our last two years accounts, which tends to contradict and state that we might be regarded as an established business, please assist?</p>	8.6

<p>Please could you assist with the following questions which are material to our and potential Delivery Partners bidding decisions</p> <p>One of us is a firm with 2 years accounts since January 2012.</p> <p>Over this period however the membership of the partnership has changed by just over one third. This has been on a piecemeal basis and never involved a significant change, at any one time, requiring notification under Contract Standard Terms 21.1 (c). Neither, consequently, was there any need for the consideration of contractual novation.</p> <p>The definition at IFA 5.6 of an Established Business however suggests that as the cumulative change, over 2 accounting periods is over a third, we should be classed as an "Other Business type".</p> <p>Could you please confirm, in the light of all of the above, on what basis we should we provide financial information?</p>	8.6
In the case of a multi disciplinary law for, does the information which must be provided in the business plan as outlined in annex D in the IFA, relate to the whole firm and only the criminal litigation department ?	8.6
Why is the turnover of an applicant organisation relevant when considering the expansion capacity assessment? A firm that has a small crime department but is part of a large business will therefore not have to complete this part of the tender.	8.6
Also under financial assessment in section 5, in assessing the turnover of the applicant organisation does this mean the entire turnover of the firm or just the criminal department where the firm has a mixed practice?	8.6
Section 5 of the IFA describes the two financial assessments that will apply. Established businesses will go through a basic assessment. New businesses, and businesses that are bidding for contracts totalling more than three times their average turnover over the past two years will also have an Expansion Capacity Assessment - Is this based on the firms TOTAL turnover or Crime only Turnover please?	8.6
Does "turnover" for the purposes of assessing whether Expansion Capacity Assessment is required include all turnover of the firm, including own client crime, private client crime, and/or non crime work?	8.7
a) Does 'percentage of turnover' refer to all work including privately funded cases, all legal aid work, all crown court work, all magistrates court work or just magistrates court and police station legal aid work?	8.7
c) The LAA's aim is for firms to show expertise in delivering comparable contracts. Will the turnover of the entire firm - including any civil work or private client work – be taken into account?	8.7

<p>Within the application we are being asked to show our accounts and profit and loss</p> <p>We currently operate an LLP and Limited Company as a management company.</p> <p>The Limited company charges the LLP a management charge.</p> <p>The end result is that any profits sit in the limited company and taxed at company rates as opposed to sitting in the LLP and taxed at personal income tax rates.</p> <p>The question I would ask is how are we to present the true financial situation of the LLP. should we submit both sets of accounts or ask our accountant to present accounts reflecting the LLP without the management charge.</p>	8.8
If the applicant organisation and all delivery partners within the applicant organisations bid are established businesses, what degree of financial disclosure is required?	8.8
Regarding section 5 - financial assessment. There is a requirement for the most recent 2 years worth of certified accounts. If the Application Organisation has taken over another organisation within the period which the certified accounts cover, should the Application Organisation submit the accounts of the purchased organisation during that period as well?	8.8
Regarding C.1.iii of the IFA. We have just merged with another firm. We intend to bid via our firm. Do we base our financial data on the consolidated accounts of the merged entity or on just our firm's pre-merger data?	8.8
Why is it only the applicant organisation's current turnover that is being considered when assessing capacity, if a bid is to be made by a delivery partnership, surely it is the current turnover of all the firms together which will demonstrate capacity?	8.8
Can you state precisely the dates for the accounts that need to be audited or certified?	8.9
If an applicant organisation is applying for a core bid which includes two procurement areas, is the value of the turnover 3 times the cumulative total for the 2 areas in which the firm applies?	8.10
Is the figure used to times by three to determine whether a bid needs expansion criteria the average SMP figure or average turnover for the last 2 years?	8.10

<p>How is the total anticipated contract value of bid calculated in paragraph 5.11 page 38 to establish if an expansion capacity assessment is necessary?</p> <p>Does the anticipated contract value accumulate all bids and contributions to bids by the Applicant Organisation or only each individual bid in each procurement area?</p>	8.10
<p>Please can you confirm on the Cash Flow template if you intend for our current cashflow before the contract is to run from November 2014 -October 2015?</p> <p>There is overlap of the month of October 2015, can you clarify why this is?</p> <p>Additionally, in the cashflow projections following contract award there are columns for August and September 2015, why do they appear when the contract is due to commence in October 2015?</p>	8.11
<p>If we respond "No" to C2ii in the organisational ITT do we need to answer any of the question in C3 and do we have to submit a Business Plan. We note that the electronic ITT does not expand, however, we would like to check that there is no requirement for us to answer any of C3.</p>	8.12
<p>Section C – Financial Assessment – If the answer to question C.2.ii is no, are we still required to complete Section C3 or go straight to Section C4.</p>	8.12
<p>Could you please confirm whether confidential accounting information submitted in connection with a tender process is to be defined as " tender documents " if a third party was to apply for disclosure under the Freedom of Information Act .</p>	8.13
<p>In relation to the Established Business Financial Assessment Form we are intending not to include the client's bank accounts in the current assets and client ledger balances as we have not included them in the current liabilities. The net effect would be the same as both are netted off each other. Can you confirm that this is acceptable?</p>	8.14
<p>What is meant by 'current' turnover? Historic figures are nearly 2 years old and there has a been a fall in crime volume.</p>	8.15
<p>Will the data for current turnover simply relate to work in the procurement area in which the firm is bidding, or could an applicant rely on work carried out in other procurement areas that they are not bidding for to demonstrate capacity?</p>	8.15
<p>b) Does [turnover] include vat and / or disbursements?</p>	8.16

Financial assessment How are you going to undertake a realistic financial assessment? Many firms may be dependent upon loans in order to finance their bid; will the LAA have the capacity to distinguish between a realistic bid using borrowed finance, and one that is dangerously close to taking the firm into financial difficulties?	8.17
<p>The financial assessment for established businesses is reliant solely on annual accounts however:</p> <p>a. Solicitors WIP levels as set out in accounts are not easy to compare firm against firm for the following reasons:</p> <p>i. A lot of fixed fee work attracts zero WIP as the payment is only due on completion</p> <p>ii. No win no fee work is also usually not accounted for fully in WIP because it is dependent on the outcome of the case</p> <p>b. Firms that rely heavily on public funded work usually have a lower level of debtors than firms with a mixed source of work because the bill is only posted to the accounts system when it is assessed and then paid. However, payment by the LAA can at times on individual files take a considerable amount of time and firms true debtor position (ie with the LAA a debtor) may not be clear.</p> <p>c. It is noted that the goodwill figures in firm's accounts is being used in the financial assessment, despite the fact that the calculation of goodwill and its ability to be realised on the sale of the business is notoriously difficult</p> <p>d. The FAF does not appear to provide for partner drawings (either notional or actual) or for the number of partners within an organisation to assess whether profit levels are going to provide a sustainable platform for both partner minimum earning needs and sufficient retained capital to guarantee the contract delivery.</p> <p>How does the Financial Assessment Form and its RAG rating take account of these anomalies to provide a fair assessment of a firm's sustainability</p>	8.17
If as an established business and you do not have to provide a business plan will it count against you if you do not- will more marks be given if you do provide	8.17
<p>The ITT tender references key ratios being automatically calculated and a RAG rating being given to them.</p> <p>Does the LAA intend to publish what these ratios are prior to marking the tenders and have these already be calculated?</p>	8.18
What are the key ratios referred to in paras 5.32-5.33 of the IFA?	8.18
Is a business plan required for every bid regardless of size/amount?	8.19
If you are an established business that does not need to scale up do you have to provide a business plan a plan where it is not mandatory	8.19
If the applicant is an established business does it need to submit a Business Plan with its tender?	8.19

If you designate more than one area as part of the "core" bid but fail to be awarded a contract in one of those areas does the whole of the bid automatically fail?	8.20
Is it possible to protect designated procurement area bids from automatic rejection if the applicant organisation is not subject to an expansion capacity assessment the core bid. If we make a bid in our existing procurement area and also additional bids in other areas which are below three times our 2 yearly average turn over average can we protect our current procurement area bid (Core area)?	8.21
If a firm is NOT subject to an Expansion Assessment but submits a tender for 2/3 areas as a core bid, will the whole bid be taken into consideration if one area is weaker than the other 1/2 areas?	8.21
Indemnity insurance and Practicing Certificates are very significant costs, yet these do not appear in the Cash Flow templates, where should these expenses be shown?	8.22
Why does the completed "established business financial assessment form say "liquidity not tested"?	8.23
What is the relevance of the PBIT margin when you do not ask how many individuals share in this profit?	8.24
In section 5.35 If you have an IVA does this mean your duty contract application will fail or is that only the case if you receive a red rating initially as 5.36 and then 5.38 suggests an immediate fail if an own client applicant with an IVA applies for a duty contract?	8.25
For the purposes of question C.3.i - if we submit a bid in one procurement area only are we correct in assuming that we are submitting a Core Bid only and that Maximum Bid is therefore irrelevant?	8.26
We note in page 138 of the IFA section basic financial assessment that you are requesting a business plan and cashflow to support the maximum bid. However, the electronic ITT does not have an upload facility for the cashflow statement or business plan if we are an established business. Please can you clarify if an established business has to complete a cashflow statement, a business plan and the financial assessment form.	8.27
How are Current Liabilities catered for in the Interest Cover ratio?	8.28

The definition of Current Liabilities does not seem to take into account any sum owed to the LAA under the SMP system. Are such sums taken into account when considering otherwise similar or equal tenders and when considering whether an Applicant Organisation requires the additional analysis resulting from submission of an Expansion Bid.	8.29
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<u>Supervision</u>	
Message received	FAQ Question Number
Can a supervisor cover more than 1 procurement area? So can 1 person supervise offices over 2 areas or should it be 1 supervisor per 1 procurement area?	9.1
Can the same supervisor be used in two different Procurement Areas provided that he/she works on a 17.5 hour contract for each Area?	9.1
Is it envisaged that each Procurement Area will require a supervisor?	9.1
Paragraph 3.4 of the IFA states that Applicant Organisations must “ensure the Essential Requirement around supervision is met (i.e. a Supervisor will be Employed in the Procurement Area.” For a London firm bidding for Contract Work in an “Immediately Adjacent London Procurement Area” is it acceptable that a Supervisor is employed in one London Procurement Area but the firm is successful in its bid for a Duty Contract in an Immediately Adjacent Procurement Area (e.g. the Supervisor’s place of employment is located at an office in Camden but they will supervise Contract Work under a Duty Contract in the adjacent Brent Procurement Area where the London firm does not have a physical office)?	9.1

<p>If a firm is bidding for 2 Procurement Areas and employs a total of 2 FTE Supervisors and 7 FTE Caseworkers does the firm have to nominate one of the FTE Supervisors for each of the 2 Procurement Areas it is bidding for or can both the 2 Supervisors be named in each of the 2 the tenders bid for (i.e. the Supervisor workload in each Procurement Area is divided equally such that each Procurement Area has 1 FTE Supervisor and therefore satisfies the 1:4 ratio of Supervisors to Case Workers?</p>	<p>9.1</p>
<p>Please clarify the maximum number of Procurement Areas that a supervisor can cover for the same Applicant Organisation.</p>	<p>9.1</p>
<p>Section 7 dealing with information to be submitted before the service commencement date declares that the applicant organisation must employ at least one supervisor in each procurement area where it has been awarded a contract. Does this mean that there must be one supervisor for each procurement area or can the one supervisor supervise more than one procurement area where the ratio is still 4 designated fee earners to one supervisor? For example, the combined anticipated contract values for Suffolk 1 and 2 is £381,434. At a capacity calculation of one FTE caseworker to every £83,000 of anticipated Contract Value I assess that 4.59 fee earners will be required to furnish a combined Suffolk 1 and 2 allocation of contracts, which is less than 4 caseworkers to one supervisor.</p>	<p>9.1</p>
<p>Does the requirement to have a Supervisor for each procurement area mean that the Supervisor has to be full time for that area or can he/she be split depending on the number of DFEs required for the area, eg where the contract value is 415k then 5 FFEs are required so this is 1 Sup + 4 DFEs; however where the contract value is 207k then only 2.5 DFEs are required so does this have to be 1 Sup + 1.5 DFEs or can it be 0.5 Sup + 2 DFEs?</p>	<p>9.1</p>
<p>Regarding 4.16. Does the 'FTE' relate to the supervisor or the supervisee or both? The Duty Provider contract allows for a part time supervisor but, depending on how one reads 4.16, 4.16 could require a supervisor to have the FTE requirement and not just the supervisee.</p>	<p>9.2</p>

2.16 of the 2015 Duty Provider Crime Contract Specification: indicates that ratio of one Full-Time Equivalent Supervisor to four Designated Fee Earners or Caseworkers in each Procurement Area you undertake Contract Work in. If you work with a Delivery Partner does the Applicant Organisation need to employ sufficient supervisors to cover the fee earners/case workers employed by the Delivery Partner. So if the Applicant Organisation employs 6 fee earners and the Delivery Partner 4 fee earners how many supervisors would the Applicant Organisation need to employ to satisfy this requirement?	9.3
Can you confirm whether supervisors have to meet the supervisor standards by the date the new contracts commence or by the date the tender is submitted? In particular with regard to the standard "to have supervised at least one FTE Designated Fee Earner or Caseworker in the relevant category of law and/or class of work for at least one year in the previous five year period" can the 'one year' end after the 29th January 2015 but before 1st October 2015?	9.4
If someone is a supervisor, can they say they're not a supervisor?	9.5
In relation to that, can someone who has the relevant experience of managing police station and magistrates court cases then go on to be assigned a role as a caseworker?	9.6
If you're a manager can you be a caseworker?	9.6
Is it possible for a named individual to simultaneously be a member of a management team, a supervisor and a case worker for the purposes of a bid in a procurement area? Can the 35 hours be attributed to all 3 tasks for the same named individual?	9.6
Can a manager or supervisor be allowed to be a case worker as well?	9.6
Can a manager of a procurement area bid also be classified as a supervisor and a caseworker?	9.6
In relation to the Procurement Area ITT question B.1.a.v and question B.1.a.vi this does mean that a management team member who is also a supervisor can undertake casework in the area, not just exercise a supervisory role?	9.6
The definition of a caseworker is that they are a non-supervisor?	9.6

Para 2.12 of the Duty Spec says "Where a Designated Fee Earner or Caseworker undertakes Contract Work in a location other than where their Supervisor is based, the Supervisor must conduct, as a minimum, face-to-face supervision at least once per calendar month" - could the face to face supervision criteria be met by digital technology, e.g. Skype??	9.7
Can AO's Supervisors use "go to meeting" or Skype to meet face to face supervisory requirements for fee earner meetings. We look forward to hearing from you and thank you in anticipation of your assistance.	9.7
Does supervisor need to be supervised by another supervisor or can he supervise himself.	9.8
Are both the Own Client and Duty Provider Contract supervisor ratios of 1 to 4 to be maintained by reference to the combined total value of the Own Client Contract and the total value all bids by the AO in all Procurement Areas for Duty Provider Contract(s) work to include an additional 50% increase in capacity for DPC work where one fee earner will deliver £83,000 of Contract work.	9.9
Please clarify the relationship between supervisor ratios for the Own Client Contract and the Duty Provider Contract and whether the same supervisor can supervise over both Contracts provided he is not engaged in delivering Contract work for Own Client and Duty Provider Contract work for in excess of 35 hours per week.	9.10
In order for an Applicant Organisation to demonstrate that it has sufficient supervisor capacity to supervise both an Own Client Contract and a Duty Contract(s), would it be necessary to demonstrate:- <ul style="list-style-type: none"> • First of all it has sufficient supervisors to supervise fee earners engaged in its Own Client work. • Secondly sufficient supervisor capacity to manage the Applicant Organisation's share of all Duty Provider Contract(s) bid for. • Thirdly sufficient supervisor capacity to manage the total share of the Contract(s) delivered by Delivery Partners. • Fourthly supervisor capacity to supervise any additional fee earners required to deliver an increase in capacity of up to 50% for the Duty Provider Contract. 	9.10

For supervisors does the case have to start and finish within the year period i.e if a police station starts December 2013 but case is due for trial in January 2015 will this still count?	9.11
For the requirement for a supervisor to have completed 350 hours of direct casework in the previous 12 months, will this need to be evidenced as part of the process? If not, how will assertions be checked by LAA?	9.12
Do the supervisors need to supervise 4 FTE caseworkers?	9.13
<p>1. An individual can be a Manager in 2 different Procurement Areas.</p> <p>2. An individual can be both a Manager and a Supervisor.</p> <p>3. Can an individual be both a Manager and a Supervisor in 2 different procurement areas?</p> <p>4. If an individual can be both a Manager and a Supervisor in 2 different procurement areas, is the Supervisor to Caseworker ratio established if they supervise 4 caseworkers in one of those procurement areas and 4 caseworkers in another Procurement area? Or, can they only supervise 2 caseworkers in one Procurement Area and 2 staff in the other Procurement Area?</p> <p>5. If the individual at 4 were simply a Supervisor (and not a Supervisor and a Manager), is the Supervisor to Caseworker ratio established if they supervise 4 Caseworkers in one of those procurement areas and 4 caseworkers in another Procurement area? Or, can they only supervise 2 caseworkers in one Procurement Area and 2 Caseworkers in the other Procurement Area?</p>	9.13
For the purposes of the supervisor to caseworker ratio, can the same individuals who are caseworkers be used in different Procurement Areas provided that they do not exceed the 35 hour limit per week? E.g. John Smith has four contracts, 10 hours each in Procurement Areas A, B and C, and 5 hours in Procurement Area D. Can John Smith be used as part of the caseworker/supervisor ratio in all four Procurement Areas? Or is this prohibited by para 4.42 Information for Applicants?	9.14

Can a supervisor be a caseworker in a different Procurement Area (PA C) to the two Procurement Areas (PA A and PA B) set out above?	9.14
Can a supervisor in one Procurement Area be a case worker in another?	9.14
A supervisor is said to be defined at para 2.1 to 2.13 of the 2015 Specification. A supervisor is then required to complete the "Supervisor Standard and Declaration Form". Sections 1, 2 and 3 of this form echo the requirements in Specification. However section 4 of the Form requires supervisors to demonstrate 350 hours of crime casework supervision each year in the three years prior to the date of declaration on the form. Meanwhile the Specification at para 2.3 only requires supervisors to have undertaken 350 hours of direct casework in the previous 12 months. The two documents are therefore inconsistent in whether there is a requirement over the last 12 months or 3 years, which is it?	9.15
For the requirement for a supervisor to have completed 350 hours of direct casework in the previous 12 months, will this need to be evidenced as part of the process? If not, how will assertions be checked by LAA?	9.12
Do the supervisors need to supervise 4 FTE caseworkers?	9.13
<p>1. An individual can be a Manager in 2 different Procurement Areas.</p> <p>2. An individual can be both a Manager and a Supervisor.</p> <p>3. Can an individual be both a Manager and a Supervisor in 2 different procurement areas?</p> <p>4. If an individual can be both a Manager and a Supervisor in 2 different procurement areas, is the Supervisor to Caseworker ratio established if they supervise 4 caseworkers in one of those procurement areas and 4 caseworkers in another Procurement area? Or, can they only supervise 2 caseworkers in one Procurement Area and 2 staff in the other Procurement Area?</p> <p>5. If the individual at 4 were simply a Supervisor (and not a Supervisor and a Manager), is the Supervisor to Caseworker ratio established if they supervise 4 Caseworkers in one of those procurement areas and 4 caseworkers in another Procurement area? Or, can they only supervise 2 caseworkers in one Procurement Area and 2 Caseworkers in the other Procurement Area?</p>	9.13

For the purposes of the supervisor to caseworker ratio, can the same individuals who are caseworkers be used in different Procurement Areas provided that they do not exceed the 35 hour limit per week? E.g. John Smith has four contracts, 10 hours each in Procurement Areas A, B and C, and 5 hours in Procurement Area D. Can John Smith be used as part of the caseworker/supervisor ratio in all four Procurement Areas? Or is this prohibited by para 4.42 Information for Applicants?	9.14
Can a supervisor be a caseworker in a different Procurement Area (PA C) to the two Procurement Areas (PA A and PA B) set out above?	9.14
Can a supervisor in one Procurement Area be a case worker in another?	9.14

Delivery Experience

Message received	FAQ Question Number
In section E (delivery experience) can cases be used that involved only police station representation or only Magistrates court representation or does it need to be both in one case?	10.2
Can you clarify meaning of "Professional conduct of" does this include police station work carried out where client is not charged and solicitor has dealt with the entire case at the police station?	10.2
If the entire case concludes at the police station stage e.g client is not charged with an offence, can this case be used?	10.2
Can an "entire case" be a case which results in an arrest and interview but is then not charged?	10.2
<p>Please could you clarify the following points:-</p> <p>If a client is arrested under the Terrorism Act 2000 but is not charged does the constitute having professional conduct of an "entire case" as the case will be concluded?</p> <p>If the client is initially arrested under the Terrorism Act 2000 but has subsequently been charged with an alternative offence does this constitute an "entire case".</p>	10.2

<p>Please could you confirm whether a case would meet the criteria under Section E - Delivery Experience where it concluded at the Police Station (e.g. No Further Action) or was dealt with entirely at the Crown Court (i.e. with no involvement at the Police Station stage)?</p>	<p>10.2</p>
<p>Regarding the definition of “entire case” please can you confirm the following:</p> <p>a) Client was never arrested and therefore there was never any police station attendance at which there could have been the provision of advice and assistance at the police station but then instructed and was represented by the firm in the proceedings including at least one hearing at the Magistrates Court/Crown Court not including a case management or committal hearing. Would this satisfy the definition of entire case?</p> <p>b) Client was arrested but was not represented during the police station investigation stage and therefore there was never any police station attendance at which there could have been the provision of advice and assistance at the police station but then instructed and was represented by the firm in the proceedings including at least one hearing at the Magistrates Court/Crown Court not including a case management or committal hearing. Would this satisfy the definition of entire case?</p> <p>c) Client was arrested but was represented during the police station investigation stage and provided with advice and assistance at the police station by another firm but then instructed and was represented by this firm in the proceedings including at least one hearing at the Magistrates Court/Crown Court not including a case management or committal hearing. Would this satisfy the definition of entire case?</p>	<p>10.2</p>
<p>In Section E - Delivery Experience - the questions ask about an employee who has had professional conduct of an entire case within a certain time period and of various areas of crime. Please provide a definition of case; does this include a matter at the police station where the client was not charged? In addition must the case have started, finished or be ongoing in that time period?</p>	<p>10.2</p>
<p>Please can you confirm what is meant by ‘entire case’ as referred to in Section E. Does this mean only cases which progress from the police station to court or could the entire case be one which concluded in the police station and is not charged / summonsed. Similarly could it be a case in which the firm did not conduct the police station but conducted the Magistrates and / or Crown work to conclusion?</p>	<p>10.2</p>

<p>We wish to pose a question surrounding the definition of "entire case". Can this include Police Station cases which have been disposed of in ways other than being charged, or cases where clients have been unrepresented at the Police Station and have only sought representation post charge for Court proceedings? In those circumstances, we have still dealt with an entire case in the ordinary course of things. The definition as it stands is unclear as to whether the advice and assistance at the Police Station and the representation at at least one hearing must be within the same case, or whether they are mutually exclusive terms in that the number of cases dealt with in that category by that individual must include examples of advice and assistance and representation but not necessarily in the same case.</p>	10.2
<p>If you represent someone after charge and to the conclusion of the case but are not at the police station does this count as a case?</p>	10.2
<p>Section E of the tender document deals with DELIVERY EXPERIENCE. Reference is made in a number of questions, each with an award of points, to dealing with a specific number of "ENTIRE CASES" of different classes of offences. What is meant by "ENTIRE CASE"?</p>	10.2
<p>Must the person in question have PERSONALLY conducted ANY advocacy whether in Magistrates Court or Crown Court in relation to Qs E.1.a and E.2.a of the Gwent 371 ITT to qualify as having professional conduct of an entire case?</p>	10.3
<p>See page 147 IFA</p> <p>Does this mean that a solicitor with conduct of such a case MUST have done both the police station and the advocacy at at least one hearing (excluding a case management or committal hearing)? Given that serious cases will go straight to the Crown Court at the first MC hearing, that would suggest only those with higher rights of audience (which they have exercised) will qualify. Where counsel is used on the most serious cases, the solicitor would not usually do the advocacy, and so will never satisfy this definition even if they have sole conduct of the litigation from start to finish. The likelihood of one solicitor doing a serious case from the police station to Crown Court trial and including substantial Crown Court hearings (which s/he might be excluded from by reason of conflict of interest if they have done the police station) is virtually zero.</p> <p>Is this what is intended?</p>	10.3

Entire Case: Does the phrase “supervision of” mean that where the person had conduct of it but instructed Counsel to do the advocacy, this meets the requirement for “representation of the client in at least one hearing”? Final hearing obviously includes a fully contested trial on a not guilty plea. What else does it cover? Guilty plea? Cracked trial? Presumably given the separate reference to a contested Crown Court matter, it does include guilty pleas and cracked trials?	10.3 and 10.4
At E1 A it references an entire case of homicide. Can this case include a guilty plea and also if the client is charged with Section 18 but then the charge is changed during the court hearing to a less charge does this still constitute an entire case.	10.4 and 10.5
What does that "professional conduct start to finish" mean?	10.6
In E - does "had professional conduct" mean day to day conduct of file or be the supervisor of the fee earner who had day to day conduct?	10.6
Does ‘professional conduct’ of an ‘entire case’ mean that the named individual must have advised the client at the police station stage as well as at any subsequent court stage. Is it sufficient for the individual to have conduct of the case at the police station stage or to have supervised the case at the police station stage albeit that another individual advised the client at the police station stage and the named individual then went on to represent the client at least one court hearing (not including case management or committal hearings).	10.6
E.1.a - Meaning of an 'entire case'. Can this include the person in question conducting direct supervision of an accredited police station representative (caseworker) during Police Station Investigation with the person in question then conducting the first Magistrates Court hearing?	10.6
To qualify as an ‘entire case’ must it be the case that the person in question must have represented or supervised the representation of the client at the police station? There are circumstances in which individuals will have had conduct of the entire case but not including the police station stage e.g.(a). Instructed by client when Duty Solicitor at Court (the client having represented themselves or having been represented by a different firm at the police station stage or appearing at court in answer to Summons) (b). instructed by way of a transfer from another firm of solicitors.(c). A colleague at the same firm represented the client at the police station stage but the named individual then went on to take over conduct of the subsequent court case.	10.6

E.1.a - Meaning of an 'entire case'. Can this include the person in question conducting direct supervision of an accredited police station representative (caseworker) during Police Station Investigation with the person in question then conducting the first Magistrates Court hearing?	10.6
<p>Questions E.1.a-E.10.a of the Qualification response in respect of Delivery Experience asks whether an "Entire Case" has been conducted over the 12 months/ 3years prior to submission of the tender.</p> <p>We have looked at the definition of Entire case in Appendix F but should be grateful if you would clarify the position for the following examples. Our fee earner has professional conduct throughout:</p> <p>A. Homicide. Police Station 21/1/14 and final hearing 20/1/14</p> <p>B. Homicide. Police Station 21/1/14 and final hearing 27/1/14</p> <p>C. Serious Fraud. No Police station. Client arrested on a warrant from 1996 and appears in Court 13/1/14 with case concluding 24/3/14</p>	10.7
Does the initial conduct of the case through to final hearing, all have to have taken place within the 12 month period immediately preceding the submission of the procurement bid? E.g. can the initial conduct of the case have begun 18 months prior to submission of the procurement bid but have concluded within the 12 month period? Note that in the case of serious matters where the client is on bail it is unlikely that the entire case will have begun and concluded within 12 months.	10.7
Can you provide assistance with the timescales for providing experience in the specific category of cases. Do you mean the case started and concluded, or that it started or concluded in the period of time (whether it be one or three years prior to the Tender submission date)? For example, a case of GBH starts in December 2013 and concludes in June 2014. Does this mean it is a qualifying case for the one year period? Similarly, if a case has started (but not concluded) by the Tender submission date does this count as a qualifying case?	10.7
please confirm that a case that started 2 years ago but only concluded within the past month satisfies the criteria to qualify for answer A = 3 POINTS ?	10.7
does the entire case have to have commenced and concluded within the 12 months prior to the application?	10.7

Do the example cases have to have begun and ended within the 12 month period prior to submission?	10.7
<p>Can you please answer the following questions</p> <p>9. In the delivery experience section E re specific types of cases mentioned does the case need to be one at the police station stage or before a court during the relevant time period and does it have to have started or concluded during the period or simply exist as a matter or open file.</p>	10.7
Qualification Envelope: 1.44 Section E- Delivery Experience refers to Entire case within the 12 months preceding submission. Does the Entire case have to be started and finished within that period or will it do if the case started at the police station more than 12 months ago and ended during the last 12 months? (given how long some of these cases can take)	10.7
Does the reference to "entire case" within a "12 month period immediately before submission" mean that the case must have started and concluded within that 12 month period? I have experience of a number of homicide cases and can not recall any that have run from arrest, charge, trial to appeal neatly within a 12 month period let alone with the co-incidence of that period being immediately before the bid.	10.7
In section E does "have professional conduct of an entire case relating to a contested crown court matter within the 12 month period immediately preceding thebid" mean the case has to have started AND concluded during that period or simply have been a live matter during the period?	10.7
please confirm that a case that started 2 years ago but only concluded within the past month satisfies the criteria to qualify for answer A = 3 POINTS ?	10.7
Does the 12 month provision for conduct of an 'Entire Case' mean that the start and finish of the case must both have been in the past twelve months, or does it count if the case finished less than twelve months ago? What if they finished one case and ...	10.7
<p>We have a fee earner who has had conduct of three prosecutions by the SFO, but all have lasted longer than 12 months, is that a problem?</p> <p>In other cases, does the relevant case have to have started and finished in the last 12 months, or is it satisfied if the case started in the last 12 months and be ongoing</p>	10.7

Does the 12 month provision for conduct of an Entire Case mean that the start and finish of the case must both have been in the past twelve months, or does it count if the case finished less than twelve months ago? What if they finished one case and started another which is still ongoing? What about cases that go on for more than a year because of listing delays – an ever more common problem? Serious fraud will virtually never start and finish within a year.	10.7
Can you provide assistance with the timescales for providing experience in the specific category of cases. Do you mean the case started and concluded, or that it started or concluded in the period of time (whether it be one or three years prior to the Tender submission date)? For example, a case of GBH starts in December 2013 and concludes in June 2014. Does this mean it is a qualifying case for the one year period? Similarly, if a case has started (but not concluded) by the Tender submission date does this count as a qualifying case?	10.7
Within section E (delivery experience) there is reference to 'an entire case' - Why should i be prejudiced just because a particular case has not yet concluded?	10.7
<p>In Section E of the procurement area ITT (Delivery Experience), various questions refer to individuals having had professional conduct of an "entire case of [type of matter] within the 12 month period immediately preceding the submission of the Procurement Area Bid".</p> <p>We have noted that it is unlikely that some types of matter (e.g. homicide, terrorism offences and other complex criminal matters) could be entirely concluded within a 12 month period from the first contact with the client. They may take more than a year to conclude, and some matters that may be relevant to demonstrating Applicant Organisations' experience could have been concluded part-way through a second or even third year from the start of the case, relative to the tender submission date.</p> <p>Please could you therefore clarify in relation to Section E whether Applicant Organisations may rely in their responses on experience relating to lengthy cases which:</p> <p>a) have concluded during the 12 month period immediately preceding the submission of the Procurement Area Bid; and/or</p> <p>b) have commenced during the 12 month period immediately preceding the submission of the Procurement Area Bid but have not yet concluded?</p>	10.7
<p>What is the definition of “professional conduct of an entire case”?</p> <p>It is defined in relation to Crown Court (E.7.a), is that the same definition for other questions?</p> <p>Does a solicitor-advocate or barrister who had conducted all the advocacy of a case count as having “professional conduct of an entire case”?</p>	10.8

In respect of Section E and the 'individual' who is or will be employed by the Applicant Organisation at the time of Contract Commencement, will the experience of counsel who is currently self-employed, but will be employed for the Applicant Organisation, count for the purposes of 'as having professional conduct' of a case?	10.8
<p>We have a case which concluded by way of no further action following the police investigation. It did however involve a Magistrates Court hearing with regard to an application for a warrant of further detention.</p> <p>Does this meet the definition of and “entire case” as contained in Annex F of the IFA?</p>	10.9
Can the Terrorism experience be a case where we dealt at the police station and representation at the Magistrates court for warrants of further detention and the case is now proceeding to the European Court of Human Rights (ECHR). Can it count as a Terrorism case even though the suspect was not charged but the case is ongoing at the ECHR.	10.10
<p>Would the following scenario class as management of a terrorism case:</p> <p>A defendant is arrested for fraud by the counter-terrorism unit. He is questioned by CTU officers about the fraud and the purpose of the funds obtained fraudulently, ie whether they are to be used for the purposes of funding terrorism. The defendant is then charged with fraud. He is not ultimately in fact charged with any offence under the terrorism act. The case is prepared for trial by the counter terrorism division of the CPS.</p>	10.10
11. Does the requirement to have had professional conduct of a “terrorist” relate only to cases taken under the Terrorism Act? If so, can you explain why it is that prosecutions that involve a political element but are not charged under the Terrorism Act are not given equal weight e.g. politically influenced riot or public disorder offences, bearing in mind the broad definition of “terrorism” under s1 Terrorist Act 2000.	10.10
Is question E only applicable to London firms? Therefore if you are not in London you do not have to have the serious fraud experience to score maximum points?	10.10

<p>I wish to clarify if the following case is suitable to be included as a Terrorism case:</p> <p>I represented a client who was made subject to a control order under the Terrorism Act.</p> <p>The control order was quashed by the Court of Appeal in July 2010.</p> <p>This was followed by a compensation claim which was concluded in November 2014 by payment of damages to my client by the Home Office.</p> <p>The question is can I included this as a case under the Terrorism Act.</p>	10.10
<p>For experience of Terrorism case(s), does experience of cases prosecuted under the Explosive Substances Act 1883 count, many of the issues are similar and a level of cross over exists in the type of cases that the can be charged under either Act and. The guidance on the CPS website is helpful in confirming the cross over:</p> <p>Consent to Prosecute under the Explosive Substances Act 1883</p> <p>Offences under the 1883 Act require the consent of the Attorney General to prosecute and it is important that you notify AGO about any case. In all cases where you are charging an ESA offence, please notify AGO at consents@attorneygeneral.gsi.gov.uk</p> <p>In these cases, as set out above Area and CPS Direct Lawyers should immediately make contact with the Counter Terrorism Division (CTD).</p>	10.11

<p>The question within the tender poses the question of a case under the Terrorism Act 2000. We have a case under the ANTI-TERRORISM, CRIME & SECURITY ACT 2001 which relates to a group of young Muslim men who MI5 referred to as active terrorists forming a cell involved in terrorist activities in Syria. The evidence from MI5 was that “He is part of a cell intending to leave the UK and enter Syria via Turkey and Libya, to fight in Syria. The intention was to fight along the side of an Islamist extremist group.” The case was before Trafford Magistrates Court and involved interviews at the Central Manchester Terrorism Unit. The investigation was headed and the interviews of our client were conducted by Detective Sgt Jones with the North West Counter Terrorism Unit. Under the legislation the interviews were civil interviews. We have a full file of correspondence from the NW Counter Terrorism Unit to support our claim.</p> <p>Question - A case under the ANTI-TERRORISM, CRIME & SECURITY ACT 2001 rather than the Terrorism Act 2000 - can this be included in the tender?</p>	10.12
<p>If extra points are awarded for terrorism or extradition cases how is this fair when a firm is in a provincial city or and rural where the opportunity to do such work is very rear if not non existent</p>	10.13
<p>Has consideration been given to the geographical disadvantage that the Terrorism question poses? Firms outside of London will have great difficulty confirming conduct of such a case?</p> <p>Has consideration been given to the fact that only a small number of police stations are designated to deal with Terrorism offences?</p>	10.13
<p>E6, how does the LAA justify the inclusion of terrorism cases?</p>	10.13
<p>Question E6.a awards a score of points for dealing with a TERRORISM case. The area where I am bidding has not had any Terrorism cases that I am aware of over the last 12 months. Why is it thought appropriate to ask a question of this type in rural areas such as Northumbria? Does this not slant the bid process unfairly in favour of large companies from the major conurbations moving into areas such as Northumbria. They would score an unfair advantage over local firms who could not possibly compete with a bid scoring a possible maximum points as a result?</p>	10.13
<p>In 20 years of practice, I have never had an entire case of Terrorism in our rural procurement area. I have however been called to deal with dozens of murder cases, and thousands of assault, sex and drugs offences. Why does experience of such a rare type of case justify the same mark allocation as the other type of cases. There may well have been some cases in our area which borders an Urban PA, but if there is any “spill over” this would give an advantage to those firm who have been part of duty schemes which cover the border area.</p>	10.13

<p>In the definition of “entire case”, representation at “committal hearings” is expressly excluded. What do you mean by committal hearings, do you use the term just to include the old 6(2) committals or are you also excluding committal from the Magistrates Court for sentence, which would appear odd as these often are the more involved and complex type of hearings for the advocate at court.</p>	10.14
<p>We have signed engagement agreements with solicitors who have worked for the Crown Prosecution Service. Your definition of 'entire case' states that the person must have had 'professional conduct of' OR 'direct supervision of'. Can this direct supervision come from the Crown Prosecution Service. Effectively they do the same job but come from the other side. They are not however CLAS qualified, but by the nature of being a prosecutor, they wouldn't be. Does this absence of CLAS make a difference in terms of the specific issue that I have raised above?</p>	10.15
<p>In respect of question E.10.a of the Central London Procurement Area ITT, for the purposes of the definition of an ‘Entire Case’, for an Extradition case, given that Advice and Assistance at the Police Station is provided by CDS Direct (if at all), is it still necessary to demonstrate the provision of Advice and Assistance at the police station in circumstances where professional conduct of the entire case has been demonstrated from instruction as court duty solicitor at the first hearing through to the final hearing.</p>	10.16
<p>Regarding the definition of “entire case” please can you confirm the following:</p> <p>Does the reference to “committal hearing” include a hearing at which allocation was dealt with and the case sent to the Crown Court under the more recent allocation procedure?</p> <p>If the answer to d above is yes has the MOJ taken into account that under the current CPR/TSJ (and the former SSSJ regime) /allocation proceedings that the vast majority of courts now (and have done so for some time) require progress to be made at the first hearing and therefore allocation to be dealt with for all either way offences at that first hearing with appropriate cases then being sent to at the first hearing and that therefore in the vast majority of such cases there is only one magistrates court hearing? Accordingly if “committal hearing” includes an allocation/sending hearing this will rule out, in the calculation of the number of “entire cases” conducted, the inclusion of the vast majority of all either way offences that are sent to the Crown Court (whether as a result of jurisdiction being declined for trial, committal for sentence or the Defendant exercising their right of election). The representation of a Defendant at such hearings includes the provision of advice about venue and allocation as an extremely important role for the conducting solicitor (whether own client or duty).</p>	10.17

Can the 'individual', referred to in Questions E, be included in more than one of the answers, ie, the same person undertaking, for example, homicide (E1a) and terrorism (E6a) offences?	10.18
Can the same person have done more than one type of case for e.g. dishonesty offences and Drug offences and if that person is employed for a minimum of 17.5 hours is that acceptable?	10.18
Can the same individuals name be given in answer to questions E.1.b, E.2.b, E.3.b, E.4.b, E.5.b, E.6.b, E.7.b, E.8.c, E.9.c, E.10.c in a single procurement area?	10.18
Can someone be used to fulfill the different Delivery Experience? ie, if someone has conduct of a case where a youth is tried in the Crown Court for rape, robbery and s18, does that one person, and/or that one case, count for all five areas?	10.18
Can the same person be used for s18 GBH and Offences Against the Person?	10.18
Can the same person be used for any of the specified offences as a Contested Crown Court Matter?	10.18
For Delivery Experience, can the same individual be used for different classes of offences where such is applicable? E.g. same person for murder as for rape?	10.18
Can you use a case to count towards more than one category i.e. if a client is charged with Possession of Class B and handling stolen goods could you count it in the Drugs category and the Theft category?	10.18
Are greater points awarded to a firm that has done a terrorism case or extradition	10.19
<p>Re: Question E.6.a</p> <p>We currently represent a client for Terrorism offences at the police station. This client has been given police bail to January 2015. We are unsure what the outcome of the police bail will be in January, it could be either charge or bail, No Further Action or he could be further re-bailed. Would you please confirm if this qualifies us to enter the answer A at question E.6.a.</p>	10.20
Can we include duty attendances and court appointed cases and private clients in the total number of magistrates cases?	10.20

can figures of experience include private work	10.20
In terms of numbers of Court cases is it attendances or individual cases.	10.21
Can you use the same client if you have represented them on more than one matter/arrest over the time period?	10.21
Can the “represent a minor” be used in respect of all the other criteria? E.g. where a minor is accused of rape, would this satisfy the serious sexual offences criteria as well as the represent a minor criteria?	10.22
in question E.5 are "offences the person" limited to offences under the OAPA 1861 or may offences under S39 of the CJA 1988 (common assault) be included?	10.23
E.5.a - Does this only relate to offences within the Offences Against the Person Act 1861? Or can it include common assault, assault PC, s.4 threatening behaviour etc?	10.23
What if your client is arrested for ABH but charged with Common Assault does this count as an Assault Category case?	10.23
is membership of Serious Fraud Group sufficient re question relating to SFO defence experience?	10.24
<p>See E.9.a at page 117 of the IFA.</p> <p>What is the definition of serious fraud and is this limited solely to cases prosecuted by the SFO?</p> <p>Many serious fraud cases in London are prosecuted by the Special Casework Unit rather than the SFO (including one we have done recently, valued at £24m). SFO prosecutions are very few and far between, and if this category is limited to SFO prosecutions, only a handful of firms will qualify, most of which will do virtually no police station or magistrates' court work.</p> <p>Do Special Casework Unit prosecutions count here as well?</p>	10.25
Does the requirement to have had professional conduct of a case of “Serious Fraud” relate only to cases prosecuted by the Serious Fraud Office? If so, can you explain why it is that high value prosecutions under the Fraud or Theft Acts taken by the CPS or another organisation are not given equal weight?	10.25

Would a high value fraud case (value c.£800,000, 3 month trial, 16,000 pages of evidence) that was not prosecuted by the Serious Fraud Office satisfy the requirements under Section E.9.a. of the Procurement Area ITT?	10.25
Does failure to attend a drugs assessment counts as a drugs case?	10.26
<p>Definition of 'Homicide or wounding with intent' Is this defined as all offences listed under Crown Court Offence Class A? Does it include: Death by Dangerous Driving/uninsured/disqualified/drink driving ? Sec 5 of the Domestic Violence, Crime and Victims act 2004?</p> <p>Definition of 'Offences of dishonesty (theft offences committed under the Theft Act 1968)' Is this defined as those offences listed under category 7 Lower Crime Criminal Matter Type Code Descriptions? Is this defined as all offences listed under Crown Court Offence Classes F, G and K? Does it include 'dishonesty offences under the Theft Act 1978 or the Fraud Act? Is the definition confined to section 1 of the Theft Act 1968.</p> <p>Definition of 'Offences Against the Person' Does this include common assault? Is the definition restricted to offences contrary to the Offences Against the person Act 1861. Is this defined as all offences listed under category 1 Lower Crime Matter Type Descriptions? Is this defined as all offences listed under Crown Court Offence Classes B and C?</p> <p>Definition of Serious Fraud (prosecuted by the Serious Fraud Office) Does this include Serious Frauds prosecuted by the Financial Conduct Authority (FCA) or the Special Casework unit of the CPS (who for example now prosecute on behalf of HMRC)</p> <p>Definition of Drug Offences Is this defined as only offences under the Misuse of drugs Act and if so does it include simple possession? Is this defined as all offences listed under category 10 of the Lower Crime Criminal Matter Type Code Descriptions? Is this defined as all offences listed under Crown Court Offence Classes B and C?</p>	10.25 to 10.28

Contract Values

Message received	FAQ Question Number
Can you please set out the details of the calculations that led to the Anticipated Contract Value for the proposed Procurement Areas of Bexley, Bromley, Camberwell, Greenwich & Woolwich and Southwark?	11.1
Why does the anticipated contract value include litigator fees? The Litigator Fee varies considerably depending on plea and page count.	11.1
Please indicate how anticipated contract values have been calculated. In particular there is a higher volume of work in Sussex 1 than Sussex 2 but the anticipated contract value is less.	11.1
Does the anticipated volume of magistrate court cases include court duty solicitor attendances?	11.1
What does the anticipated contract figure within Annex A include? Is it just police station and magistrates court work or does it include all work deriving from initial duty work like crown court work?	11.1
For each of the procurement areas there is a contract value shown which it is assumed is indicative. The inference is that it is the fee value (excluding VAT and disbursements) for police station, magistrates court and crown court work. Please clarify what this figure represents.	11.1
Do the indicative contract values include VAT (eg £441519 Hertfordshire)?.	11.1
What data did you use to arrive at the figure in the document which states the LAA anticipated contract value and does this include Litigator fee work or just police station duty and court duty?	11.1
Does the Anticipated Contract Value for each Procurement Area include the anticipated values for police station attendances and litigator fees for the Crown and Magistrates' Court?	11.1

2. Are the indicative values assessed by the buyer (LAA) calculated at current remuneration rates (12/12/14) or has the anticipated reduction in rates of 8.5% been applied in reaching the figures indicated.	11.1
Regarding the anticipated contract value, does this take into account the 17.5% cut anticipated, whether it be the one half already made or both halves?	11.1
Does the Annual Contract Value shown for each area include VAT or is it before the addition of VAT?	11.1
How is the value of Anticipated Contract Work Calculated for in Annex A on Page 62 onwards of the IFA. EG. What is the fixed fee for police station work, does this include VAT and what is the fixed fee relied on per magistrates court, and what rates are used for Crown Court cases.	11.1

The 4 questions below relate to the projected estimated volumes of work set out in Annexe A of the IFA and, in particular the failure of those figures to reflect the statistical relationship between volumes of police station cases, magistrates cases and crown court cases as captured in the historic data sets published by MOJ.

The Ministry of Justice has published various data sets. These enable totals to be calculated for Police Station Advice and Assistance Claims, Magistrates Court claims and LGFS respectively for each of the last 4 years.

The figures are as follows.

Year 2013/14

616,254

343,816

112,860

Magistrates Court claims represented 55.79% of total Police Station Claims - or close to 11 Magistrates Court case for every Police Station Attendances

Crown Court claims represented 32.83% of total Magistrates Court claims - or close to 1 Crown Court case for every 3 Magistrates Court cases.

Year 2012/13

608,519

364,232

124,017

Magistrates Court claims represented 59.86% of total Police Station Claims - or close to 12 Magistrates Court case for every Police Station Attendances

Crown Court claims represented 34.05% of total Magistrates Court claims - or close to 1 Crown Court case for every 3 Magistrates Court cases.

Year 2011/12

641,887

397,152

133,319

Magistrates Court claims represented 61.87% of total Police Station Claims - or close to 12 Magistrates Court case for every Police Station Attendances

Crown Court claims represented 33.695% of total Magistrates Court claims - or close to 1 Crown Court case for every 3 Magistrates Court cases.

Year 2010/11

674,957

428,105

131,914

Magistrates Court claims represented 63.43% of total Police Station Claims - or close to 13 Magistrates Court case for every Police Station Attendances

Crown Court claims represented 30.815% of total Magistrates Court claims - or close to 1 Crown Court case for every 3 Magistrates Court cases.

Comment

<p>The two noticeable features of these statistics are:</p> <ol style="list-style-type: none"> 1. The trend towards fewer Police Station matters leading to Magistrates Court cases: a decline from 63.43% to 55.79%. 2. The very stable ratio of Crown Court cases to Magistrates Court cases: a ratio of 1 to 3 <p>Annex A of the IFA</p> <p>This annex sets out projected numbers of Police Station cases, Magistrates Court cases and Crown Court cases per contract per annum.</p> <p>The ratios do not reflect the historic pattern at all.</p> <p>In particular, on the one hand the ratio of Magistrates Court cases to Police Station matters is consistently very high and on the other the ratio of Crown Court Cases to Magistrates Court cases consistently low.</p> <p>The figures are not easy to manipulate but, taking just the first page of the Annex (page 62), the ratio of Magistrates Court cases to Police Station cases in the estimates for the 12 Procurement Area contracts listed there averages 80.85% - or close to 16 Magistrates Court cases for every 20 Police Station matters.</p> <p>Equally, the ratio of Crown Court cases to Magistrates Court cases in the estimates for the 12 Procurement Area contracts listed averages 22.38% - or less than 1 Crown Court Case for every 4 Magistrates Court cases.</p> <p>Questions</p> <ol style="list-style-type: none"> 1. On what basis are the estimates modelled given that they do not reflect historic patterns at all? 2. Do the distortions in the figures not benefit some potential applicants unfairly and disadvantage others unfairly? 3. Are the distortions in the figures by design or by accident? 4. Will the LAA and/or MoJ now re-cast the estimated projections to reflect actual historic trends? 	
Can you confirm whether the contract value figures are inclusive of VAT	11.1

<p>1 It is noted that the fees for magistrates police station and crown court work are estimate what data is used to estimate these figures and what data is available in relation tot eh crown court element</p> <p>2 Why is crown court work included when it is billed separately</p>	11.2
What is the relevance in Annex A of the estimated number of Crown Court cases per contract per annum i.e. is it for information or incorporated in to the anticipated contract value?	11.2
The West Yorkshire Procurement Area lists the magistrates courts including Keighley and Dewsbury which are no longer open. Does the stated Contract Value of £286 000 take this into account?	11.3

Rotas

Message received	FAQ Question Number
<p>We are in the process of preparing our bid in Essex.</p> <p>The draft Basildon Rotas appear in error to us.</p> <p>You have set two columns, one for weekdays and one for weekends.</p> <p>Yet in the rows, both columns have providers identified for each day of the week, including the weekend column.</p> <p>Are you able to clarify whether this is an error or we have misunderstood the draft rota, please?</p>	12.1

<p>We are interested in tendering for a duty contract for the West Midlands area.</p> <p>We have considered the example rotas issued by the LAA for this procurement area. Whilst we accept that you have placed the caveat on this rota as being "indicative" there is however a great concern as to whether it is in fact "indicative at all".</p> <p>The rota does not include any slots whatsoever for the Birmingham police station scheme. Given that by volume, this is by far the largest conurbation within the procurement area the 105 police station slots allowed for would appear to be on the low side.</p> <p>On a lesser point it would also appear that Warley Magistrates' Court has also been omitted.</p> <p>Could you please provide confirmation as to whether the 105 police station slots take into account the Birmingham scheme or whether this was an error in drafting.</p>	12.1
<p>The Indicative Rota for West Mercia 1 has neglected to include Hereford Magistrates Court on the Court duty Rota. Why? This mistake will mean a firm will be on call in 2 courts at the same time. Please clarify</p>	12.1
<p>We note that the indicative rotas are provided for illustration purposes only and may be amended prior to contract award. With this in mind we would like to draw your attention to the omission of Dudley (Halesowen and Stourbridge) from the Police Station rota and of Sandwell Magistrates Court from the indicative rotas for the West Midlands Procurement Area (although these are mentioned within the IFA).</p>	12.1

<p>We note that the indicative rotas are provided for illustration purposes only and may be amended prior to contract award.</p> <p>With this in mind we would like to draw your attention to the omission of Dudley (Halesowen and Stourbridge) from the Police Station rota and of Sandwell Magistrates Court from the indicative rotas for the West Midlands Procurement Area (although these are mentioned within the IFA).</p> <p>Kind regards</p>	12.1
<p>Please confirm that the Police Station Rotas issued in respect of the Dyfed Powys 2 Procurement Area are correct and confirm the Police Stations that are to be serviced under the Rota. The Rota presently lists only Pembroke, Brecon and Aberystwyth Police Stations with no mention of Newtown Police Station.</p>	12.1
<p>Could you please confirm whether there should be a court duty rota for Shrewsbury magistrates published . There is one for Telford Mgs but not for Shrewsbury Mags showing in the indicative rotas publishes . Is this an error ?</p>	12.1
<p>Please confirm the basis on which the indicative rota for Sussex 2 has been devised. It appears to provide 3 times as many slots for Crawley as for Worthing and Chichester which does not reflect the workload. No Saturday courts have been provided for. Sussex 2's Saturday Court sits at Brighton which is in Sussex 1 but the work is taken from Sussex 2 and subsequently remains in Sussex 2. Is it appropriate to develop our business plan on the basis of courts as they are currently sitting rather than as described by the LAA?</p>	

<p>North Wales 1</p> <p>It is noted, from the material thus far supplied, that a total of four police station rotas appear to be envisaged under the new contract arrangements.</p> <p>Specifically, those rotas have been identified as being located at Wrexham, Mold, Llandudno and Denbigh.</p> <p>We are sure that you will be aware that there is no Custody Suite in operation either at Llandudno or at Denbigh, and all police station work that emanates from those locations (as well as Rhyl, Prestatyn and the surrounding area) is dealt with at St Asaph Custody Suite.</p> <p>Can you please confirm, therefore, as soon as possible, whether it is, indeed envisaged there will be two separate police station rotas which will be based at the same Custody Suite (St Asaph), as clearly, if this is not intended, and there is only to be one police station rota based at St Asaph, this will clearly have a significant effect upon the police station rota requirements.</p>	<p>12.2</p>
<p>My questions relate to Devon & Cornwall 1 and are as follows:-</p> <ol style="list-style-type: none"> 1. Why have you referred to Brixham Police Station on your provisional rota given that that is not an active Custody Centre and is not part of any official rota? 2. Why is there no reference on your Draft Rotas to the Teignbridge & South Hams Duty Solicitor Police Station Scheme – this runs in parallel with Torbay Scheme and enables those arrested in the Teignbridge & South Hams to have a lawyer from their locality, plus in addition gives the lawyer on call the opportunity to cover outlining stations such as Ivybridge, Teignmouth, Chudleigh and Newton Abbot where voluntary attendances are frequently arranged, hence it runs in parallel with Torbay. 3. There is no reference to the Newton Abbot Court. This sits everyday and alternate Wednesdays it has Youth Court cases and non Police imprisonable prosecutions and thus a Duty Solicitor is required for those hearings as well. This is attached to the Teignbridge & South Hams Scheme and similarly there is a Teignbridge & South Hams Duty Solicitor slot at Torbay Court on a Thursday afternoon which runs in parallel with the Torbay Scheme – Torbay cases are heard in the morning. 4. Is the 1 ½ hour for travel exception an escape fee, or is all travel paid once 1 ½ hours is reached? 	<p>12.2</p>

Can you please confirm how the Enfield police station contract will be defined by way of slots e.g. number of hours to cover?	12.2
Stanstead Police Station does not appear on the draft Essex rotas, is there a reason for that?	12.4
Please confirm that the Court Rotas issued in respect of the Dyfed Powys 2 Procurement Area are correct and confirm the Magistrates Court that are to be serviced under the Rota. The Rota presently lists only Haverfordwest Magistrates Court and Aberystwyth Magistrates Court and leaves out Llandrindod Wells Magistrates Court, Brecon Magistrates Court and Welshpool Magistrates Court.	12.4
In relation to the Humberside Duty slots can you please confirm that Grimsby Magistrates Court will be covered under the Humberside region and if so whether revised indicative rotas will be issued.	12.4
In relation to the Humberside Duty slots can you please clarify why Goole and Beverley Police Stations are included within the Humberside Police Station rotas. Both police stations are closed.	12.4
The Indicative Duty Rotas provided for our relevant procurement area do not include some Police Stations and Magistrates Courts which presently operate Duty Schemes. Does this mean that the Police Stations/Magistrates Courts not appearing in the Indicative Duty Rotas will not form part of the Duty Provider Contract 2015?	12.4
Is there still a 45 minute rule for travel time to get to the police station.	12.5

1. I am confused by the indicative duty slots as they do not correspond with the police stations outlined in the information for applicants (IFA). The specific procurement area I am interested in is Haringey in London. In the IFA it states at page 80 that this area would cover police stations on the current Haringey police station duty schemes. This would include Wood Green and Tottenham police stations. However on the indicative duty slots document it simply states 'Haringey' police station. There is no such police station as Haringey police station. Please confirm the exact police station or police stations which would be covered under the Haringey procurement area. Please also confirm the exact police station or police stations that would be covered by the procurement areas of Islington, Hackney and Camden.	12.6
At p75 IFA, the Magistrates Court Duty Schemes said to apply to Avon and Somerset 1 is/are "Avon and Somerset"; this does not make sense, please clarify.	12.6

Management Team Experience

Message received	FAQ Question Number
What is the definition of "managing a case"? Can you explain what is the requirement for 'managing' a police station, a magistrates court and a crown court case?	13.1
With reference to the value of the contract that an individual has managed, are net AF1 fees to be included?	13.1
Under our contract there is more than one fee earner that meets the management criteria in the contract specification. If we have a contract of xxx value and under that contract there are three managers who meet the management criteria are we able in relation to Question D1.4.a.i say that the value of contracts managed by the members of this applications organisations management team can apply to all of the three full time fee earners or is it the case that each of them has to have managed at least the figure specified in the procurement bid and so the total value of the contract must be at least 3 times the value on the procurement bid.	13.2
If the management team managing eg. 500 police station cases in 12 month immediately prior to the bid is made up of three people - do all three qualify as having "... managed 500 police station cases in the 12 months period ..." or can only one member of the team "use" the cases in the firms application. the context is Question D.1 a.i.	13.2

In relation to questions D1, D2 & D3 of the Procurement area ITT, do the values of work that a named member of the management team has had responsibility for managing within the last 12 months have to have been exclusively and solely managed by that individual or can the named individual have shared responsibility for managing the requisite volume of work? Where management responsibility for a volume of work has been shared between more than one manager can each of those managers qualify as having the requisite experience of managing the total volumes of work for the purpose of these questions?	13.2
<p>The projected volume of police stations etc per contract per annum is clear in the IFT for my intended procurement area. I must calculate the percentage of those figures that has been demonstrably managed in the immediately preceding 12 months.</p> <p>Q1. My company merged with another provider in the same procurement area prior to the own client tender. Do we simply add together the number of cases of the relevant type that each firm has done within the preceding 12 months?</p>	13.2
If two people have been managing the police station department where, as an example, there are 200 police stations, do they have to 'split' the police stations between them as 100 each, or can they both claim for 200 police stations each?	13.2
Is it possible to include within the "managed volume of Magistrates Court cases" at D2 Magistrates Court prosecutions conducted by the AO on behalf of Prosecuting Authorities other than the Crown Prosecution Service, e.g. RSPCA. This prosecution work is privately paid as opposed to legally aided work?	13.3
Is it possible to include within the "managed volume of Magistrates Court cases" at D2 representation provided to Defendants in the Magistrates Court on a private fee paying basis as opposed to legally aided work?	13.3
Do privately funded cases count in D.2.a.i	13.3
Is it possible to include within the "managed volume of Crown Court cases" at D3 representation provided to Defendants in the Crown Court on a private fee paying basis as opposed to legally aided work?	13.3
With reference to the volume of cases managed in the police station, Magistrates and Crown Court and the volume of cases an individual has had professional conduct of does this include privately funded or just legally aided cases?	13.3
Ref D4: in relation to Crime work, is the financial value to include Police Station and Magistrates' work as well as Crown Court and Higher Court work?	13.3
D.5.a.i.can single contract figures include Crown Court advocacy fees?	13.3

Does the Contract value referred to at "D.5.a. i" of the Procurement Area Bid include disbursements and VAT?	13.5
With reference to the volume of Magistrates Court cases that have been managed over the last year, does this include any case that has been through the Magistrates Court on their way to the Crown Court or just cases that have been finalised in the Magistrates Court? Does it include ongoing cases or just cases that have started and finished in the last 12 months?	13.7
D2 a i: please clarify the definition of a 'Magistrates' case' in this context – does it include a) cases dealt with as a Duty Solicitor and b) cases which are sent for Trial and c) ongoing, unbilled cases? Ref D3 a i: please clarify whether 'Crown Court cases' includes ongoing, unbilled cases	13.7
With regards for requests for matter counts in previous years, where the tender requires police station, magistrate court and crown court volumes, how are these counted and verified please? For instance should case start date or end date be used? Essentially is there a standard method for counting them?	13.7
With reference to the value of the contract that an individual has managed, is this value calculated on net fees billed or is an element of work in progress to be included?	13.7
Please can you clarify how "managed" is defined in last 12 months?	13.7
Can the same individual be entered as Manager in answer to D 1 TO D 5 (if he satisfies the criteria) ? If the organisation employs more than one Manager who satisfies the criteria at D1 to D5 can the details of such additional Managers be entered to score extra points OR is the organisation required to select just one such manager?	13.8

<p>The manager will have been at one of the firms pre-merger and of course the current company post merger. They clearly can state they managed the work in those periods, however, they were not a member of the other predecessor firm. Will a second managers details/experience be required to be stated for that predecessor firm?</p> <p>Can the second managers experience/case load be added to the others to give a full representative total?</p> <p>(If not it seems that firms who have merged within the last year would be penalised for doing exactly what you seem to have wanted, namely sought to achieve economies of scale.)</p>	13.8
<p>Are we right in thinking that the same member of the Management Team can be relied upon to satisfy the Team Experience Criteria in respect of Police Station work and Magistrates Court work and that they do not have to spend 17.5 hrs per week on Police Station attendances and 17.5hrs on Magistrates Court work, rather they need only spend a minimum of 17.5hrs per week on contract work irrespective of whether its Police Station or Magistrates work?</p>	13.8
<p>Member of Management Team (D.1.a.1 - p102), (D.2.a.i – p104). There are three sections, for volumes of Magistrates' Court, Police Station and Crown Court. Can this individual be the same for each?</p>	13.8
<p>Can Members of Management Team relating to contract financial value (D.4.a.i and D.5.a.i) be the same if he/she relates to management of legal advisory and representation services?</p>	13.8
<p>Can one manager be responsible for the whole contract police station magistrate and crown court if they are spending 17.5 hours working on contract work</p>	13.8
<p>Will it count against a firm if they nominate only one manager for the whole contract</p>	13.8
<p>Can the people in D1.a.i, D2.a.i, D3a.i, D4a.i and D5a.i be the same people?</p> <p>If not, does that mean that there has to be at least three managers?</p>	13.8
<p>In relation to the requirement of managing the contract value (D4a.i and D5a.i) – can these be the same people?</p>	13.8

Does "a named individual" in Section D for the purposes of showing management of volume of cases and total budget have to be one person or can two people from two previously separate firms that are becoming a new entity add their experience together to meet the target figures required to score 100% volume target.	13.8
Can we provide names of more than one individual who has management experience to show a combined level of experience? Is the position different where the individual is to be employed by the application organisation for the purpose of a management role as opposed to a member of a delivery partner firm?	13.8
At D5(a)(1) is the 2010 Crime Contract an appropriate contract for the provision of "legal advisory and representation services " ?	13.9
At D2(a)(1) can we take into account each individual case dealt with at the Magistrates Court as Court Duty ? In other words if on a given date we represented 8 duty clients at court does that qualify as 8 cases for the purpose of this calculation ?	13.10
Do individual cases deal with as court duty solicitor where no legal aid granted count as part of the byline assessment in D.2.a.i	13.10
With reference to the volume of Magistrates Court cases that have been managed over the last year, does this include cases that have been dealt with as court duty solicitor?	13.10
Are we to include the number of cases we have conducted in the Magistrates court in our capacity as court duty solicitor for the purpose of qn D2.a.1	13.10
D.2.a.i refers to Magistrates cases. Can this include magistrates court duty solicitor sessions?	13.10
Given the importance of establishing an experienced management team is the management team limited to criminal partners of the applicant organisation or can it include the firm's finance partner and office manager who have extensive experience in managing legal aid contracts of the size tendered for?	13.11
Our COLP and COFA is not a criminal caseworker. However, he is involved in managing the quality of the criminal team. Can he qualify as a member of the Management Team for the purposes of the bid?	13.11
Can a manager who is listed D1.a.i, D2.a.i, D3a.i, D4a.i and D5a.i count as a caseworker as well?	13.12

<p>If there is a bid in more than one contract area can the management team for Area A be the same as in Area B, or do you have to have a new management team for the other area?</p> <p>Are those people expected to spend 17½ hours managing the relevant department that they are assigned to?</p>	13.13
<p>We are considering submitting tenders for a number of CJS areas but to have a central Management Team to co-ordinate and monitor resources.</p> <p>Whilst this would not appear to be an issue where we submit only two tenders, my query is in relation to a third or more ITTs.</p> <p>A) Can we include the same Management Team across multiple ITTs without weakening our core (first) and second tender?</p> <p>B) Where the Management Team are also supervisors under my core and second tenders, can you confirm that I need to ensure that I have marked my third and any subsequent ITTs that they do not act in a supervisory capacity under these subsequent bids?</p>	13.13
<p>In the IFA you state as follows:</p> <p>4.46 The LAA will check responses provided to questions D.1 to D.3 in the Qualification Envelope (Management Team Experience) against data organisations have reported to it to confirm the volume of work Managed.</p> <p>4.47 Where the data held by the LAA does not support the response given, for example LAA data indicated the volume of work undertaken was less than that claimed by the Applicant Organisation, the LAA will request that the Applicant Organisation provide further information to support its response. Where, following this clarification, the Applicant Organisation is unable to support their response the LAA will award 0 points for the relevant question.</p> <p>Please describe how this process of validation will occur. Will you be checking answers provided by Applicant Organisations based on monthly contract returns and if so for what period? The latest data you have provided Table 5 Additional information – location of providers, and crime workload affected by tender is for 2012/2013. Will you be publishing more up to date data? Have you factored into this that the figures you hold for billed Magistrates Representation cases will be lower than the actual amount of cases undertaken given that committals and s51 cases do not result in a Magistrates court bill?</p>	13.14
<p>Are Applicants to rely on the historical data published for the year 2012/13 for determining previous experience?</p>	13.14
<p>In relation to these two requirements, can a barrister who has been a member of a chambers management committee for a chambers that has a revenue of millions of pounds count? Can a barrister who has conducted a number of Crown Court or Magistrates' Court be counted as having 'managed' those cases?</p>	13.15

<p>If you are one organisation with multiple offices and different legal aid account numbers but all managed overall by same management team is the total value of all offices added together count as a "single contract" in D.5.a.i</p>	13.16
<p>Our firm began trading as a limited company in April 2011. It had been running as a partnership since 2002. The applicant organisation is the limited company. Does this mean that the answers to the questions that are posed relating to the dates when employees started working for the firm are from the commencement of the limited company or from the date they actually started working for the firm?</p>	13.17
<p>If an employee has been working for our firm at the time that we were a partnership and has continued in employment after we started trading as a limited company, do we need to breakdown where the experience was gained in answering questions in relation to the management team, or is it sufficient just to say that experience was gained at the firm itself?</p>	13.17
<p>Please find below my question based on the 2015 Duty Provider Crime Contracts Information for Applicants document.</p> <p>Question D.4.a.i of the procurement area ITTs awards marks for managing “contracts for the provision of legal advisory and representation services worth at least the values indicated below”. Importantly also, “The contract need not have been with the LAA and need not relate to the provision of criminal defence services”.</p> <p>The inclusion of the word “contract” here appears to discriminate against those who carry out large volumes of client work that may not fall within the definition of a contract granted by a tendering body. Please confirm that the word “contract” here simply means any “legal advisory and representation services” provided to clients whether under a formal contract from a tendering body or not.</p> <p>Unfortunately failure to make this word inclusive will mean that this question gives an advantage to those under formal contracts over those who are not, which would not be justified since the core criterion here appears to be volume of work carried out providing “legal advisory and representation services” and as stated within the question has nothing to do with Legal aid work or even criminal work. Therefore the inclusion of the word “contract” here appears to be somewhat misleading, irrelevant and I am sure inadvertently discriminatory. Please clarify the word “contract” in this context or kindly consider removing it and simply replacing it with the word “work”.</p>	13.18
<p>Ref D4: please clarify the definition of a ‘single contract’: a) is our Civil Contract classified as one contract, despite its elements of Public Law, AAP and Clinical Negligence and is the value of that contract to include all monies received on controlled matter starts and certificated work? Please confirm whether, for these purposes, the Housing Possession Court Duty Scheme is considered a separate contract to the Civil Contract which the Firm holds.</p>	13.19

Do cases that were committed or sent to Crown Court at the first hearing and therefore did not attract an individual magistrates court claim but were crown court claims count as a magistrates court case for volume test in D.2.a.i	13.21
At D3(a)(1) what is the definition of a crown court case ? If we represent a client as both Litigator and Advocate is that one or two cases ?	13.22
My second question relates to management criteria and the volume of cases managed by the member of the application organisation's management team. In each procurement bid there are specific figures relating to the volume of work anticipated. If a member of the management team proposes to be part of two procurement bids will they have to show they have managed the volume of cases for each individual bid or are they able to use their overall volume of cases managed and put that against each of their procurement bids. So in effect use the volume figures simultaneously on 2 bids on basis they will do 17.5 hours in each area.	13.23
Can each member of the management team (who is entitled to be part of the two procurement bids) use their overall experience in terms of managing value of contracts for both bids or can the contract value managed previously only be used in connection with one bid. The same question also relates to volume of cases.	13.23
Do police station cases included attendances only or do stand alone telephone calls count as a case as well. In other words, are INVC and INVB to be added together?	13.24
We employ and will have SEA's from managers from the Crown Prosecution Service who have managed the requisite number of magistrates courts cases for the relevant procurement areas. Obviously they have done this from the prosecution side as opposed to the defence side, however the principles are the same. Would this prosecution experience be ok to utilise in the answer to D.2.a.i and in answer to the tender generally? We feel it will actually give us a much wider scope in terms of the management structure and experience.	13.25

Status

Message received	FAQ Question Number
I have read the further information regarding bidding entities but still would like clarification. It states that if only the legal status but not the structure of a bidding organisation changes then this would not prevent a bid. If a sole practitioner is granted an own client contract but intends to change to a limited company with himself as the sole director and no changes to the structure or ownership of the organisation would this be permitted?	14.1
We have two own client contracts, one in our current trading name and another in a new name, would it be permissible for two firms to merge and to submit a bid under one of their own client contracts that were obtained last year from the LAA.	14.1
Would it be permissible for a firm with an own client contract to take over another firm with an own client contract and submit one bid in the first firms' own client name.	14.1
"Where a change in the legal status of a Firm is occurring before submission of the tender (i.e. from partnership to Limited Company), should the tender be completed in the name of the new Limited Company?"	14.1

<p>I had applied for the legal aid tender and was granted the same as a sole practitioner. I later informed you that I am changing to a limited company and taking on two other Directors. Almost as soon as the other Directors joined on 1 August 2014, they threatened me that if I did not leave as a Director, they will vote me off. I have applied to the SRA for new firm authorisation and this is expected to be granted before Christmas. It will be a limited company and I will be the sole Director. As the current firm does not have any criminal solicitor, except myself, the Directors have given me an undertaking that I may transfer the contract for no consideration. I am still a Director of XXX Solicitors and will leave on authorisation of my new firm. I wish to request that you allow me to transfer the legal aid contract to my new firm once authorised.</p> <p>As my firm is due to be authorised by Christmas and the criminal contract is due to start in January, please advised me urgently as to whether the contract can be transferred and if there are any steps I need to take.</p>	14.1
<p>I applied for an own client contract as "X - Solicitors" in the belief and expectation that I could change the legal status of the "Sole Trader" application to that of "Limited Company" (but without in any other way changing the operational structure of the new business) before the actual start of the new contract and could apply to be a "Delivery Partner" with a firm bidding for a duty contract or be an "Agent" for such a firm under the new 2015 Duty Contract.</p> <p>Am I correct in assuming that a change from "Sole Trader" status to "Limited Company" status, without other change in the structure, would still enable me to take up my own client contract and act as "Delivery Partner" or "Agent"?</p>	14.1
<p>What are the rules on organisations merging once the contracts have been awarded? If two suppliers in one procurement area merge what would happen to their two contracts?</p>	14.2

<p>If a supplier organisation is awarded a duty contract for the initial term of 4 years, can the applicant organisation or its delivery partner do any of the following during the contract term:-</p> <p>a) change their trading name but remain the same constitution with the same SRA registration b) transfer the crime own and duty contracts to a new regulated entity eg from an LLP to Limited Company</p>	14.3
<p>Would you accept merger of 2 firms contingent on being awarded a contract?</p>	14.3
<p>We note that there has been some answers to questions re formal mergers etc but we ask the following as they do not deal with where the applicant organisation has yet to be incorporated or formed.</p> <p>As an applicant organisation yet to be formed and authorised by the SRA ie we are not yet the entity proposed in our application is it possible for us to change the name of the applicant organisation to one which wish us to join them where we will still be directors of the organisation and still be the persons responsible for delivering the service under the contract? The tender was submitted as a proposed entity and we now have the opportunity to fulfil the requirements of what was proposed under the original tender application albeit with a different name for that entity. Is this allowable? Will it require a redetermination of the tender?</p>	14.4

<p>Two companies want to merge. The larger company will carry on with appropriate share being provided to the smaller firm. The smaller firm will cease to exist it will be wound up. Both have a 2015 own client contract. The only other change other than the shareholding will be the trading name of the company. The process was started before the tendering process opened but was not completed. Clearly no notice was given.</p> <p>The draft novation has now been received with a warning that both companies might lose their own client contract. Why is this? Is this not what is wanted? Is it seriously the contention that if firms merge or take over others between now and next October they run the risk of losing their own client contract.</p> <p>As things stand the merger cannot take place. Can you clarify the position as whilst our contract manager is happy he says his hands are tied by yourselves</p>	14.5
<p>We are in the process of acquiring at least one additional business which will become a part of X Solicitors Ltd. We would like to include new staff and assets (e.g. office) coming from the business as part of our Duty bid, both in the general ITT and the relevant procurement area ITTs. I am assuming that a signed Heads of Terms or contract by the date of submission of the bid would be enough to allow us to use the incoming staff and assets in the bid as in our view it is comparative to having signed engagement agreement with specific personnel. We would then complete the contract and any TUPE processes by the contract start date. Please confirm whether this is the case.</p>	14.6

<p>Question for submission to the LAA: Would an entity based on a legally binding Memorandum of Understanding between a firm of Solicitors (with an Own Client Contract) and a Barristers' Chambers ABS constitute an eligible Applicant Organisation for the purposes of tendering for a Duty Provider Contract?</p> <p>We are a well established and highly respected firm of solicitors which specialises in the provision of criminal law advice and advocacy. It was successful in its recent bid to be awarded an Own Client Contract in 2015. In order to increase capacity and capability, in anticipation of the Duty Provider tendering process, it has been in constructive discussions with a large and equally well respected Barristers' Chambers, with a view to the Chambers forming an ABS type arrangement for its members which would not only be mutually beneficial to both organisations but, more importantly, provide a seamless "one stop shop" service to our clients.</p> <p>After detailed negotiations between the two parties it has been concluded that the most efficient and effective arrangement would be one based on a legally binding Memorandum of Understanding (MoU) between us. It is proposed that, through this MoU, we would legally commit to creating sufficient capability and capacity to successfully deliver a Duty Provider Contract, if awarded, through mechanisms such as flexible inter-operability of both staff and other assets, sharing of premises, shared system access (subject to certain confidentiality based safeguards) and commonly based practices and procedures etc. The operation of the MoU would be managed by a Board comprising of senior members of both organisations which would report at least monthly to the principals of the Applicant organisation. Such mechanisms and procedures would be aimed at ensuring that the MoU based arrangements deliver a genuinely integrated service to our clients. As part of these arrangements it is further proposed that we remain the legal entity with whom the LAA entered into a single contractual agreement, if a Duty Provider Contract was to be awarded, but that the associated performance obligations would be shared through the MoU.</p> <p>On the basis of the proposed arrangements described above, would this entity created by the legally binding MoU be regarded by the LAA as an eligible Applicant Organisation for the purposes of tendering for a Duty Provider Contract?</p>	14.7
<p>If an Applicant Organisation enters into an agreement with a delivery partner and subsequently but prior to signing a Duty Contract (if awarded), the Applicant Organisation should merge with the former delivery partner, how is the status of the tender affected? Alternatively, if the Applicant Organisation is successful in obtaining a Duty Contract and merges with the delivery partner after commencement of the contract, is that contract affected in any way and if so, how? What action(s) would be required of the Applicant Organisation in those circumstances to ensure the continuance of the Contract?</p>	14.7

Delivery Partners

Message received	FAQ Question Number
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Does a Delivery Partner's office have to be in the same procurement area? It is quite possible that in some areas, a DP just over the border at the opposite end of the procurement area might be well placed to deliver services.	15.1
As a delivery partner, are we obliged to have an office in a particular area?	15.1
Does the DP have to have an office in the procurement area (including neighbouring area) that the AO is applying for? So for example if the AO is applying for Sutton, could the DP be in Victoria?	15.1
We are a London firm. If a firm with whom we are intending to act as a delivery partner is in, or borders, a particular borough, that we as a firm do not, and they apply as an applicant organisation in that particular borough, can we apply as a delivery partner by virtue of our association with them, notwithstanding that we as a firm do not geographically border that borough ourselves?	15.1
I note that there has been a change after the consultation to allow 3 Delivery Partners for Urban Areas instead of 2 in the IFA. There was no mention of this change anywhere else. Is this a mistake or is that correct?	15.8
If a delivery partner conducts initial work for an applicant organisation at the police station and the defendant is charged, does the legal aid have to be submitted in the name of the main applicant firm or can it be submitted by the delivery partner and dealt with as an own client?	15.9
Para 1.16 states that "all contract work flowing from the duty slots will be undertaken under the duty provider contract."If I have one delivery partner, and we split the duty solicitor police station and court work between us by an agreed method, and the delivery partner picks up a murder as a duty solicitor case, represents the client in the magistrates court and then through to trial. The final payment for the Crown court will substantially distort the value of the work done by the delivery partner, therefore completely screwing up the "reference to total value of the claims for contract work made in each rolling period of 12 consecutive months" (Para 2.17). Is this what is intended by paras 1.16 and 2.17?	15.9
Could you please clarify the position in relation to the use of delivery partners and cases proceeding from the police station through to the court. If a Firm with a contract obtains a duty call for a person in custody and a delivery partner deals with the matter, when the matter proceeds to court, are the delivery partners able to make an application for a representation order to continue with the case themselves? If so, does that then need to be supervised by the main contract holder? Or is the matter then dealt with under the Delivery partners own client contract as would be the case now.	15.9
Section 1.16 does this mean if you meet someone via the duty system as a delivery partner and take on the case it has to be done in the name of the contract holder and not in the name of the delivery partner	15.9

<p>My firm is in a consortium of three firms intending to tender for the Duty Provider Contract. One firm has agreed to be the Applicant Organisation and the other two will be delivery partners. Paragraph 2.18 of the Information for Applicants document stipulates that the Client Retainer sits with the Applicant Organisation.</p> <p>It is unclear whether this means that the Applicant Organisation would hold the retainer from the first police station or court attendance funded under the Duty Scheme until the conclusion of the case; or, whether subsequent publically funded work, could be under a separate Client Retainer held by a delivery partner and therefore billed in that delivery partner's own name?</p> <p>Presumably, if a client who is represented under the Duty Scheme at the police station/magistrates court initially is not subsequently eligible for a Representation Order as they does not meet the means/interests of justice criteria, a delivery partner can then be retained privately in the same matter.</p>	15.9
<p>Please clarify the meaning of clause 3.2(e)(ii) at page 22 of the Contract Specification and specifically what is meant by "aggregate value" as this does not seem to fit with the information set out in the Information for Applicants document at paragraphs 2.14 and 2.15 on page 11?</p>	5.10
<p>Firm A and Firm B both operate in the same procurement area. It is rural and each would like to help the other by way of a Delivery Partnership because of the geographic spread of the workload across a large county. Can Firm A bid for a Duty Provider Contract using Firm B as the Delivery Partner whilst Firm B makes a bid for a Duty Provider Contract using Firm A as it's Delivery Partner. Effectively each firm puts in place their own bid with a reciprocal arrangement to assist the other to manage the geographical distances and provide effective cover?</p>	5.11
<p>If firm A bids for a contract with firm B as a delivery partner for 40% of the contract. Can firm B bid for a contract in the same area naming firm A as a delivery partner for 40% of the work.</p> <p>There is no connection between the firms apart from an agreement to act as a delivery partners .</p> <p>Rule 2.34 (2) appears to allow this</p>	5.11

<p>1. Can one firm be a "delivery partner" for two different firms?</p> <p>2. As a delivery partner, how many procurement areas are we limited to?</p> <p>3. As a delivery partner, can we use our staff and proposed staff for bidding with two separate firms?</p>	5.11
<p>As Firm A we wish to bid with Firm B as a delivery partner. In addition Firm B would like to submit a bid, in the same PA, with us as their delivery partner.</p> <p>Our view, and that of the Law Society, is that this is permitted under IFA 2.34.</p> <p>Please could you confirm if 2 such bids in the same PA are permitted?</p>	5.11
<p>Firm A submits a tender as an Applicant Organisation naming Firm B as a Delivery Partner. Firm B submits a bid in the same procurement area as Applicant Organisation naming Firm A as a Delivery Partner. Is this permitted?</p>	5.11
<p>Where 2 firms reach agreement to apply for a duty contract on the basis of lead contractor(firm A) and delivery partner(firm B). Is it permissible for a second application to be made in the same procurement area with the respective firms switching roles ie with firm B as lead contractor and firm A as delivery partner?</p>	5.11
<p>We are firm A, we have agreed in principle to submit a tender on our behalf with firm B & C as delivery partners. We all hold own client contracts and there has been no change in status.</p> <p>Can Firm C also submit a tender and firm A and B be the delivery partners in the same procurement area?</p> <p>Also, if we as Firm as submit a tender as above, can we still submit a tender by ourselves in a neighbouring procurement area?</p>	5.11

<p>We (Firm A) anticipate applying for a duty contract, alongside a delivery partner (Firm B).</p> <p>My understanding is that both Firm A and B complete the ITT as an applicant organisation and simply name each-other as a delivery partner on the particular ITT response for the procurement area they intend to jointly deliver services in. The LAA when assessing the application for the particular procurement area will match the applications up and consider them alongside each other. Is that a correct understanding?</p>	5.11
<p>If a company is an applicant firm in one procurement area and a delivery partner in the same area and both contracts are awarded what will happen?</p>	5.11
<p>If we employ a Manager to manage the lead contract in two procurement areas can that same Manager also manage as a delivery partner in two other procurement areas?</p>	5.12
<p>If two firms (A & B) apply to delivery services in a particular London borough in partnership, and if for whatever reason one of those firms perform disappointingly when the LAA's criteria are considered (and consequently the joint application is considered negatively), is there any mechanism by which the firm that is assessed more positively would be considered independently for a contract?</p> <p>It does not seem through the ITT's that there is an option to apply both independently and alternatively with a delivery partner, i.e. it appears those two firms would stand and fall together. Is my understanding correct?</p>	15.13
<p>I am aware of an alternative understanding in the profession that if two firms intend to act "together" one firm leads and the other is subservient and that only the "lead firm" need complete an ITT, but I believe that is incorrect?</p>	15.13
<p>In the procurement area ITT, section B requires the firm to list all staff Employed within the organisation who will be deployed on the contract. Section C allows the firm to list delivery partners, but does not require a list of the delivery partner's staff. Section E allows a firm to name an Employee of a delivery partner to meet the experience requirements, but they will not be listed in section B, which I understood you intended to use as a cross-check to section E. So should firms be listing delivery partners' staff in section B as well?</p>	15.14

Section B of the Qualification Envelope - should Delivery Partner Staff Information be included or just Applicant Organisation? and if Delivery Partner Staff Information is not to be included, where should they be included?	15.14
As a proposed Lead Contractor we would like to know whether under paragraph 3.36 & 3.37 we have to provide all the details of the employees of our proposed Delivery Partners?	15.14
If the company intend to instruct police station representatives as agents do those agents appear on the staff information? If so, can those agents appear as part of more than one firms bid or would that cause all the bids to fail?	15.14
Is a person eligible to be recorded on the staff information list if they are self-employed police station agents?	15.14
In the procurement area ITT, section B requires the firm to list all staff employed within the organisation who will be deployed on the contract. Should firms be listing delivery partners' staff in section B as well? Section C allows the firm to list delivery partners, but does not require a list of the delivery partner's staff. Section E allows a firm to name an Employee of a delivery partner to meet the experience requirements, but they will not be listed in section B, which we understood is intended to use as a cross-check to section E.	15.14
There appears to be no place in the bid to provide details of the number of staff involved with delivery partners. In Section B Staff Information B3 requests details of all staff members who will be employed by the AO which would not include those who are employed by delivery partners yet delivery partners will have individuals contributing to contract work and could be delivering up to 55% of the value of the contract between them (therefore they may be providing over 50% of the staff contributing to the contract). On what data will the LAA be assessing the validity of the claims of delivery partners to deliver the volumes required under the contract at the shortlisting stage for questions F1 and F2.	15.14
Can Application Organisations and Delivery Partners share the same premises in a Procurement Area?	15.15
Please could you also advise whether delivery partners' premises may be identified as the office in a given procurement area, provided there is an appropriate agreement in place?	15.15
Please clarify in a rural area with an Applicant Organisation and two DPs what the minimum level of work to be undertaken by the AO would be in percentage terms of the total contract value?	15.16

<p>If the Firm tenders with a named delivery partner and that delivery partner practice fails (ie goes out of business) either before or during the Contract, is it essential for the Applicant Organisation to secure a replacement delivery partner in order to continue or, so long as the contract requirements are met, can the Applicant Organisation elect instead to recruit additional employees of its own and continue without a delivery partner?</p>	<p>15.17</p>
<p>IFA Section 2.13 provides that an applicant organisation cannot use more than three delivery partners in the same procurement area, however is there a limit to the number of delivery partners an applicant organisation can use in different procurement areas? For example can an applicant organisation use 30 different delivery partners in 30 different procurement areas?</p>	<p>15.18</p>
<p>Can a firm be a delivery partner in each procurement area? Or is there a limit.</p> <p>Is the limit for delivery partners - 2 per individual procurement area?</p>	<p>15.18</p>
<p>Does the Delivery Partnership create a beneficial interest such that the 2 firms become 'connected'?</p>	<p>15.19</p>
<p>Does the MOJ consider that a Lead Contractor and Delivery Partner could represent separate Defendants within a single case where there is a conflict of interests as between the two Defendants?</p>	<p>15.20</p>

<p>A number of potential conflicts of interest could arise from the Delivery Partnership (DP) model, particularly in multi-handed cases. For example:</p> <p>A Delivery Partnership of four firms - W,X,Y,Z – where W is the Lead Contractor - and W, X and Y are acting for three different defendants in a multi-handed drugs case. Z acted for the wife of X's client in her divorce:</p> <p>i. Can firms X and Y continue to act for their clients, given the DP model and their relationship with W?</p> <p>ii. Can any of W, X and Y continue to act in the case, given Z having previously acted for the wife of X's client?</p>	15.20
Is there any compulsory wording or requirements for the Formal Written Agreements with Delivery Partners?	15.21
Can a delivery partner reduce the amount of work it does under the contract if a fee earner leaves and is there a minimum % that they must do or does the minimum just apply to the lead provider?	15.22
<p>The representation order for duty work will be in the name of the lead supplier under the proposed model, even if the work is being conducted by the delivery partner. In accounting for tax the work of the delivery partner would be Work in Progress of the lead supplier as they would be responsible to submitting the claim. The lead supplier would therefore be taxed on that Work in Progress. The delivery partner would have to bill the lead supplier for the work they had done and so they would also have to account for it as Work in Progress and be taxed on it. This appears to mean that both lead supplier and delivery partner would be taxed on the same work in progress. Clarification of this point would be welcomed.</p>	15.23
<p>If an Applicant Organisation enters into an agreement with a delivery partner and subsequently but prior to signing a Duty Contract (if awarded), the Applicant Organisation should merge with the former delivery partner, how is the status of the tender affected? Alternatively, if the Applicant Organisation is successful in obtaining a Duty Contract and merges with the delivery partner after commencement of the contract, is that contract affected in any way and if so, how? What action(s) would be required of the Applicant Organisation in those circumstances to ensure the continuance of the Contract?</p>	15.24

<p>In the short space of time available I cannot gear up my firm to be able to bid for a contract in my own right. i may therefore be forced to consider a delivery partner.</p> <p>para 2.3 of the IFA says that the distinction between delivery partners and agents is set out in para 2.12. Please explain how para 2.12 sets out the distinction between delivery partners and agents</p>	15.25
<p>Para 2.18 states that "delivery partners will act as agents of the applicant organisation...". Para 2.24 states that "The applicant organisation may use Agents to undertake 25% of the value of the contract work" Therefore how can a delivery partner deliver more than 25% of the work?</p>	15.25
<p>If I have 2 delivery partners does this mean that they can only do 12.5% of the work each and my firm must do 75%?</p>	15.26
<p>Para 2,24 states that" the applicant organisation may use agents.... (see paragraph 2.6 and 3.2 of the Duty provider Contract standard Terms). Para 2.6 of the standard terms states That " Both parties agree that good communication between their personnel is Key to the effective operation of this contract.....Please confirm how this paragraph relates to the use of agents?</p>	15.27
<p>If a delivery partner is to be used in an application there does not seem to be any requirement for a copy of the agreement to be attached with the application. Although the COLP must confirm there is one in place. Will there be any requirement thereafter to send a copy of the delivery partner agreement to the LAA? and if so when?</p>	15.28

Para 2.14 states each delivery partner may deliver up to 40% of the value of the contract work. Para 2.17 states that the value of contract work will be determined by reference to the total value of claims for contract work made in each rolling period of 12 consecutive months". Does this mean January to December inclusive, February to January inclusive, March to February inclusive, ie a rolling period of 12 consecutive months?	15.29
A Delivery Partner can do up to 40% of the contract. How will this percentage be calculated since no one knows at the start of the contract what the contract will yield until the end of the year? Only after the year end will anyone know whether that 40% figure has been exceeded or not.	15.29
The contract puts limits on the amount of work by value that delivery partners are permitted to undertake and a minimum requirement for applicant organisations. The IFA states this will be done on the basis of "claims for Contract Work made in each rolling period of 12 consecutive months". How will this be audited and how will breaches be dealt with? Does the contract allow for discretion to be used to allow for unforeseen circumstances such as larger cases that may have required significant levels of work which cannot be claimed or where a claim that may have been a trial claim but ends up as a guilty plea claim and significantly slants that level of claims of the applicant organisation. How will the LAA deal with these issues, especially if the partners are required to stay within the limits every month on an ongoing basis.	15.29
How will the stipulated percentages to be undertaken by the Lead Contractor and Delivery Partners over 'a rolling period of 12...months' be monitored or controlled? Whilst the duty slots themselves may be apportioned between the firms in the partnership, there is no control on the value of work in each duty slot. At the point where an assessment is done of the value of claims by lead supplier and delivery partner it may be that the delivery partner's claims are higher even though they had a smaller number of cases.	15.29
Is the 40/60 per cent split between Lead Contractor and Delivery Partner calculated using police station work only or does it include Litigators Fees. If it does include Litigator Fees then this would bring the contractors into breach if the Delivery Partner received say an £80,000 Litigators fee on a single big case. There seems to be no justification or usefulness in including the Litigators fees in this division.	15.29

What happens if a delivery partner does more than the allowed % and the lead provider drops below the relevant threshold in a billing year (e.g. due to the DP getting number of big duty cases)?	15.29
Also, what happens to the share of work allocation if a delivery partner firm picks up a substantial case which is worth £150,000? If that figure takes the partner firm (way) over its allotted share of the contract work ie 27.5%. Does the AO have to run all big cases or will the LAA overlook such random non-compliance with the value of the share?	15.29
a) How will the stipulated percentages to be undertaken by the Lead Contractor and Delivery Partners over 'a rolling period of 12...months' be monitored or controlled? Whilst the duty slots themselves may be apportioned between the firms in the partnership, there is no control on the value of work in each duty slot. At the point where an assessment is done of the value of claims by lead supplier and delivery partner it may be that the delivery partner's claims are higher even though they had a smaller number of cases.	15.29
Please clarify whether an AO can allocate work in a Procurement Area to a firm acting both as a Delivery Partner and an Agent provided that the total amount of work carried out by that firm does not exceed a maximum of 40% of the Contract value in that Procurement Area or the total value of work delivered by the AO.	15.30

Tiebreak, Staffing & Recruitment and Award Criteria

Message	FAQ Q No
Section F - Staffing and Recruitment- This indicates that higher points will be awarded where an applicant organisation employs a higher proportion of FTE caseworkers based on a capacity calculation of one FTE caseworker for every £83,000.00 of anticipated contract value. If we feel we need more staff and could fund additional caseworkers for that procurement area, would the allocation of more staff affect the points allocation in a negative way?	16.1
"When calculating the required number of fee earning hours to be allocated to a particular area, is the correct calculation: (indicative contract value) divided by 83,000 multiplied by 35? For example, if bidding in Barnet, would the required number of fee earner hours be: 268,803 / 83000 x 35 = 113.35 hours?"	16.1

<p>"Is there any scoring advantage for allocating one FTE fee earner for less than the capacity calculation? I.e one for every £40,000 of indicative contract value or are maximum points scored by allocating on the capacity threshold (£83,000)?"</p>	16.1
<p>"What is the Selection Criteria sanction, if any, if the capacity of 35hrs/week FTE per £83,000 of indicative contract value is not met? For example is there any sanction if an applicant organisation attributes one FTE fee earner for every £120,000? There does not appear to be any scoring advantage within the selection criteria for allocating less than the capacity figure, other than the loss of 2-5 marks under Section F.1, which represents a very small percentage of the overall number of marks available in the Selection Criteria".</p>	16.2
<p>F.2 - CLAS Accredited Caseworkers - does this include CLAS qualified solicitors who are also supervisors?</p> <p>In our firm, all our CLAS qualified solicitors are also qualified supervisors.</p> <p>Bearing in mind the definition of 'caseworker' in Annex F, can we include the CLAS qualified solicitor/supervisors in our response to question F.2? Otherwise we will have none under this section!</p>	16.3
<p>When Calculating the number of DFE's required per procurement area are you expecting that applicants will include the manager and supervisors in the 1 x £83k equation?</p>	16.3
<p>We are writing to seek clarification regarding the following matter. Please note that the information below is merely provided as the basis for example calculations and does not represent our own plans and should not be taken as any undertaking or indication regarding our eventual response to the ITT.</p> <p>In section F of the Procurement Area ITT Qualification Envelope points are awarded for currently employing or having an SAE with enough caseworkers to cover the contract value.</p> <p>This is calculated on the basis that each caseworker will be able to contribute work to the value of £83,000 per year.</p> <p>As such on an application for Hertfordshire we calculate that a firm would need 6 (5.3) caseworkers given the value of the contract.</p> $441,519/83,000 = 5.32$ <p>In the Essential Requirements (as set out at paragraph 4.3 of the IFA at page 27) a ratio of one FTE supervisor to four caseworkers/fee earners is required.</p> <p>Given the above, we consider that there are now two competing interpretations to how an office in Hertfordshire should be staffed:</p> <p>Interpretation 1 Supervisors may not be included in the capacity calculation.</p>	16.3

6 caseworkers contributing £498,000

2 supervisors contributing £0.

Overall capacity: £498,000

This would mean that a firm would have to employ 8 staff in Hertfordshire to score 3 points in question F.1.

Interpretation 2

Supervisors may be included in the capacity calculation.

4 caseworkers contributing £332,000

2 supervisors contributing £166,000

Overall capacity: £498,000

This would mean that a firm would have to employ 6 staff in Hertfordshire to score 3 points in question F.1.

The problem arises as the guidance to question F.1 states:

“based on a capacity calculation of one FTE Caseworker to every £83,000 (excluding VAT) of the Anticipated Contract Value.”

And the definition in Annex F states that a caseworker is:

“An employee who is not a Supervisor, but who is a fee-earner who regularly undertakes criminal defence work to whom a specific caseload of Contract Work is allocated and is responsible for the progression of those cases, within their specific caseload, under supervision.

Caseworker includes paralegals.”

Could you please clarify if, in relation to question F1, “caseworker” should be taken to mean both caseworkers and supervisors?

If so, is interpretation 2 therefore correct?

We submit that interpretation 2 is preferable, especially light of paragraph 2.3 of the Duty Provider Crime Contract Draft Specification, which provides that each supervisor must complete 350 hours of direct casework per year.

<p>At question F.1 of the procurement level ITT applicants are required to provide details of the number of FTE caseworkers currently employed or with SEAs. At various questions elsewhere in the procurement level and organisation level ITTs when questions are asked about caseworkers account is automatically taken of the persons previously named as managers and/or supervisors.</p> <p>a) At question F.1 are applicants able to rely on managers and/or supervisors as well as those who fall within the narrow definition of “caseworker” provided within Annex F Defined Terms in the IFA?</p> <p>b) If the answer to 2.a) above is that only those fulfilling the narrower definition of “caseworker” please confirm why as it is clear that both managers and supervisors in any successful bidding organisation will also carry out case work and representation.</p>	<p>16.3</p>
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<p>Definitions of Caseworker and Supervisor</p> <p>A Caseworker is defined as ‘an employee who is not a Supervisor’</p> <p>A Supervisor is defined as ‘an individual meeting the requisite Supervisor Standard’.</p> <p>Is it the case that:</p> <p>A Caseworker cannot be a Supervisor and therefore a Supervisor cannot also be a Caseworker? Or, can a Supervisor also be a Caseworker?</p> <p>Under the Supervisor Standard, the Supervisor must have undertaken a minimum amount of case work in order to qualify as a Supervisor. Is it anticipated that once qualified as a Supervisor, an individual would stop undertaking casework? Is a Supervisor therefore a non-fee earning role?</p> <p>If a Supervisor can also be a Caseworker then how does one take this into account when calculating the ‘capacity calculation’ at Section F – Staffing and Recruitment?</p> <p>For example:</p> <p>Estimated Contract Value = £332,000</p> <p>With one FTE caseworker to every £83,000, then that would require 4 case workers.</p> <p>In order to comply with the supervisor ratio, do I need to employ a supervisor in addition to the four case workers (ie 5 staff) or can one of the caseworkers also be a supervisor (noting above that a caseworker is someone defined as an employee who is not a supervisor).</p> <p>For each PA I will need a Manager able to dedicate at least ½ of their FTE time to that role.</p> <p>An individual can be both a Manager and Supervisor and can be a Manager and a Caseworker (but not a Manager, Supervisor and a Caseworker). Is it anticipated in the above scenario that in order to qualify for a PA that I employ for example:</p> <ol style="list-style-type: none"> 1. 4 FTE case workers 2. An individual Manager who is also a Supervisor. <p>If this is the case, does the MOJ believe that the Manager/Supervisor is a full time role that would not allow that individual to earn fees?</p> <p>How does the Supervisor maintain their Supervisor status if they do not conduct casework?</p> <p>In the above case on £332,000 of anticipated income, is it accepted that the minimum acceptable amount of staff that could be employed is 5? E.g £66,400 per fee earner?</p>	16.3
<p>See F1 at page 119 of the IFA and F2 at page 120. Compare with page 146 of the IFA.</p> <p>When calculating the number of caseworkers allocated to a procurement area bid, do supervisors and managers count as caseworkers, given that they will be working full time on cases as well as supervising/managing?</p>	16.3
<p>As barristers can be delivery partners for the entirety of the case could they be classed as equivalent to Supervisors and or CLAS accredited reps.</p>	16.4
<p>We employ a barrister. Is she to be considered as a CLAS equivalent? If so, how can we demonstrate this in the tender bid?</p>	16.4

Will barristers be accepted as fee earners?	16.5
In section F1 of the Tender document (at page 119) you ask for numbers of FTE fee earners, with 5 points being scored for each one. In question F2 (at page 120) you ask for similar information, but the score for each fee earner is 3 points if they are CLAS accredited. Are we to assume that the same names for F1 & F2 can be included, with the additional points being awarded for those Firms with a higher number of CLAS accredited fee earners? This would seem to reflect the commentary at page 31 of the IFA.	16.6
In Question F1 5 points are available if there is a full time case worker. Why are a further 3 points available for a CLAS accredited caseworker – especially when the same people will be in the same case.	16.6
Please confirm that CLAS accredited caseworkers who are counted in the response to Question F2 can also be counted in the response to Question F1 ?	16.6
Can the case workers employed to carry out 253.56 hours be the same personnel as the case workers CLAS accredited to undertake 190.05 hours?	16.6
If we have full time case workers such that we get 5 points in answer to question F1, why should we be penalised or fail to score any points in F2? Our team would all count towards F1 but they are all CLAS accredited and so could also count towards F2. Please clarify?	16.6
<p>Q - Points are to be attributed to managers, supervisors and caseworkers who have CLAS or PSQ qualifications. Is the relevant date for holding the qualification the date of submission of the tender or the commencement date?</p> <p>Eg an employee is due to obtain CLAS or PSQ after the 28th January 2014 but on or before 1st October 2015. For the purposes of the tender, can it be said that they hold the qualification or not?</p> <p>Q - Is a preference to be given to firms who currently employ 100% of the staff they rely on in their bid over firms who, say currently employ 50% of the staff relied on in the bid and have signed engagement letters with the other 50% of the staff relied on in the bid?</p> <p>Eg is there an advantage to currently employing staff over having signed engagement letters with staff or are they treated the same and given the same weight?</p>	16.7
For F1 and F2 does a Caseworker include a Police Station Representative who only carries out Police Station Work and then passes the cases over?	16.8

1. Is the use of properly accredited Police Station Representatives who are not employees of a Firm allowable under the Duty Provider Crime Contract 2015? Such representatives would be engaged as Agents by the contracting Firm, but do not fall within the definition of "Agent" in Annex F of the IFA "Defined Terms in the IFA".	16.9
Recently, there has been a mad rush for CLAS accredited solicitors as some firms believe the more CLAS accredited solicitors they have, the better their bid would be. If 2 firms scored the same, would the firm that has more CLAS accredited solicitors be viewed more favourably?	16.12
Can staff employed by a delivery partner contribute to the answers given in the tiebreak questions and award criteria questions?	16.14
When completing the tie-break and Award Criteria can we make reference to the skills, knowledge and experience of the wider management team of the organisation, or do we have to limit the responses to reflect the team specified in sections B, D and E of the Procurement Area bids?	16.15
In section C does face to face advice include the use of video link from prison to court and options like Skype or does it mean physically sitting opposite someone	16.16
Technical Envelope: 2.1 Section A Management Team. The question at A1 includes "How the Management Team will monitor the day-to-day performance of Contract Work in this Procurement Area to ensure it meets quality standards and KPIs set out in the Duty Provider Contract"; The question is what quality standards does this mean? Does it simply mean the SQM, or does it have a more general meaning?	16.17
A1, What are 'quality standards'?	16.17

<p>In relation to the ITT Award Criteria question A.1 (IFA p.124), applicants are asked to address the quality standards and KPIs set out in the contract. 'Relevant Quality Standard' is defined in Annex F of the IFA as either the SQM or Lexcel but the award criteria question refers to 'quality standards' (sic – not capitalised). There are also service standards in the Contract (see below). Our query is at the end of the stated standards/KPIs</p> <p>Service standards</p> <ul style="list-style-type: none"> • Have 1 FTE supervisor per 4 caseworkers (Specification 2.1) • Designating fee earners under the Contract (Specification 2.18) • Having an office as specified in the PA (Specification 2.26) • Referral arrangements (Specification 2.9) • KPIs as specified below (Specification 2.33 et seq) • Key performance indicators • KPIs will be based on Cases concluded within the Contract Period, including those started under any Previous Contract (where applicable). You must meet these in performing Contract Work in any three month rolling period <p>KPI Number</p> <p>1 You must not incur a reduction of more than 15% of your costs in any 3 month rolling period on Assessment of any of your Claims for:</p> <ul style="list-style-type: none"> • Police Station Advice and Assistance (Escape Fee Cases); • Magistrates' court non-Standard Fees; <p>2 You must accept and deal with in accordance with Section 9 a minimum of 98% of referred Cases (howsoever received) from the DSCC for Police Station Advice and Assistance when you are the allocated Provider on a Rota.</p> <p>3 You must accept and deal with in accordance with Section 9 a minimum of 90% of the referred Cases under Paragraph 6.22 when acting as a Back-up.</p> <p>4 You must ensure that 95% or more of your Cases conclude before any change of Provider under the Contract.</p> <p>Please can you clarify whether the use of the term 'quality standards' in Award Criteria A1. means Quality Standards (ie Lexcel/SQM) or Service Standards.</p>	16.17
<p>When completing the Technical Envelope questions can I refer to processes and procedures outlined in previous answers rather than repeating them in the answers to following questions e.g. if I have describes a process in A.3 and referencing it by a letter such as Confidentiality Policy (CP) can I simply state CP as per A.3 when answering for example question C.1. Is it permissible to reference processes in this way i.e in this case as CP.</p>	16.19

In answering questions in the technical envelope we may want to make the same point on a number of occasions and in relation to a number of answers. We are assuming that we should do this whenever it is applicable even if that involves repeating the point.	16.19
If a firm is making multiple bids should they explain the overall firm management structure within the questions for each procurement area bid e.g. if all HR issues are to be dealt with by a central team will it be sufficient to explain that or will each area require full HR capabilities and each bid have to explain that.	16.20
The terms "high case values" and "high volumes of work" are used in The IFA for section B3. In each case please could you be more specific about what is meant by "high"?	16.21
Section B Delivery Team and Recruitment refers at B.2 to "qualified staff" - there appears to be no definition. Do qualified staff have to be Named Individuals and or Employees or can they be self employed consultants?	16.22

<p>I am completing the tender documentation to apply for a Duty Solicitor contract and I have a couple of queries regarding the issue of allocation of Police Station work by the DSCC and the issue of 'triage' referred of such cases. Both issues arise in section C3.</p> <p>Wiltshire has, effectively, 4 Police Station schemes. The Indicative Rota suggests 5 but one is a concept that simply doesn't exist in reality (Swindon Police - Salisbury cover).</p> <p>Will the DSCC be able to cope with a provider having a different telephone number to use for each scheme? At present we operate an in-house rota for Police Station cover, whereby the DSCC has a single point of contact for all our staff. That number is diverted to the office during the day and to whoever is on call at night and at weekends. There is a back-up number in case the person on call is in an interview when the call comes through. The system works well.</p> <p>We would propose to use a similar system under the new contract - the DSCC having one number for Swindon scheme cases, another for Chippenham, another for Melksham (actually should be called Trowbridge) and a fourth for Salisbury cases. Each would be diverted to the person covering at any given time.</p> <p>Is that likely to be workable?</p> <p>Our second question relates to the reference to 'triage' in the question C3. What does that mean as I cannot find any definition of it anywhere? I understand the concept of triage generally, but in this context I cannot see how such a system could be expected of us. Our phone would only be diverted to an appropriately qualified person, a CLAS or PSQ holder, who is already required to consider whether they have sufficient expertise to cover each job as it is called through.</p> <p>Please clarify exactly what the LAA is expecting firms to do to demonstrate that they have a 'triage' system in place.</p>	16.23
<p>IT Requirements</p> <p>For IT - the IFA mentions only that applicant organisations must have Secure email.</p> <p>However the Duty Contract contains a lengthy list of functionality required. Must bidders also have the functionality mentioned in the Contract or can this be ignored until after awards are made?</p>	16.24
<p>5. In relation to the Tiebreak Criteria, what waiting / scoring criteria will be applied to the Tiebreak answers to ensure demonstrable objectivity?</p>	16.28
<p>Paragraph 3.45 of the IFA states "Applicant Organisations have a maximum of 4,000 characters to outline their response" - is this actually characters or 4,000 words? We have received conflicting information regarding this.</p>	16.29
<p>Does 4000 character answers in the Technical and Qualification Envelope include spaces?</p>	16.29

Is there a maximum number of characters to be used in the free text answers to the questions in the Technical Envelope of the Procurement Area ITT?	16.29
The guidance refers to there being 3 questions in section H, each to be answered with a max of 4000 characters. There are actually 4 questions as H1 is split into parts a & b. Is the total max no of characters for question H1 therefore 8000 characters or 4000 with 2000 characters per each part of the question?	16.29
You have stated in the IFA that there are 3 tie break questions (4.55) and that these should be answered in no more than 4000 characters (3.45). Does that mean that questions H.1.a and H.1.b must both be answered within the 4000 character limit, for example, 2000 characters for H.1.a and 2000 characters for H.1.b. Can you split your 4000 characters say 1500 characters for H.1.a and 2500 characters for H.1.b?	16.29
Does the 4000 characters per answer include spaces.	16.29
Is 4000 characters for replies WITH or WITHOUT spaces please?	16.29
Which questions are not limited by the number of characters	16.29
Are we limited to the answer boxes (e.g. 4000 characters) for the answers to the tie break and technical envelope questions, or are are we able to upload additional documents for our answers? We are concerned that 4000 characters is not enough to be able to fully answer the questions with the details required.	16.29
Will points accrued in the shortlisting process be carried forward to the award criteria? or will all bids start the Award Criteria with 0 points? I.e. in 6.17, does overall scores include scores in the whole process or only the questions from the technical envelope.	16.30
Can you confirm whether the scores awarded for the shortlisting process carry forward and are combined with the scores awarded for the technical envelope assessment to create a total from which the award is made? Or, do scores start from zero at the award criteria stage? If the latter, to what extent will scores during the shortlisting process influence the award criteria scores?	16.30
Who will be marking the tie break and technical envelope questions? Can we assume any 1) legal knowledge or 2) knowledge of the current contract system	16.32
Given the restriction on number of characters in the Technical Envelope, where Organisations are involved in more than 1 bid for the same procurement area, where can they insert information to satisfy the LAA that they have the capacity to deliver if both bids successful.	16.33

Employment

Message received	FAQ Question Number
Can a self employed equity partner/business owner be used to fulfil questions such as D1ai of a Procurement area ITT which require the organisation to employ someone?	17.1
21. How are you to assess "zero hour" contracts where such are agreed between the Applicant Organisation and employees?	17.1
What limitations will there be on the use of 'employees' on zero hours contracts?	17.1
5. Is a person classed as a member of staff if they are paid a set amount per police station (regardless of how long they attend) that they actually undertake?	17.1
Where reference is made to the "entire" twelve months what happens if there has been a period of illness or a person has been placed on gardening leave?	17.2

<p>The phrase "currently Employs (or has a Signed Engagement Agreement to Employ)" is used throughout the IFA in respect of staff to fulfil management, supervisor and casework roles. It seems that each named member of staff attracts points to the bid depending on their experience. Elsewhere the phrase "Will you Employ....." appears e.g. B.3.a.i page 101.</p> <p>Let me give you an example.</p> <p>Firm A currently employs a very experienced duty solicitor on a fixed term contract that expires on 31.01.15.</p> <p>That firm has currently suggested that it will not renew that contract when it expires on 31.01.15.</p> <p>If that firm submits a bid for a duty contract before 29.01.15, then it can correctly assert in its bid that that solicitor is employed by that firm as at the date of the bid and also the closing date for bids, but that firm will not in fact employ that solicitor at the time the LAA considers that bid!</p> <p>In those circumstances will that firm benefit from the points attributable to that solicitor, even though they do not then employ him or hold a "signed engagement agreement to employ" that solicitor as from 01.10.15?</p> <p>Would the situation be different if that firm had obtained a "signed engagement agreement to employ" that solicitor as from 01.10.15, before submitting the bid and before dispensing with that solicitors services on 31.01.15?</p> <p>In other words, can Firm A dispense with that solicitor's services between 31.01.15 and 01.10.15 to save money, yet still receive the benefits of his points to support its bid?</p> <p>A follow on question arises from the above - can a solicitor enter in to several "signed engagement agreements to employ" with all or many firms bidding in a particular area, so that that solicitor does not have to face the lottery of the success of the firm that he happens to sign up with gaining a contract?</p>	17.6
<p>In each separate ITT document for each procurement area, do we have to name ALL staff that the company employs? This seems completely repetitive if we are bidding in multiple areas. Is this correct</p>	17.7

Where we are listing the management team for each procurement area is it true to say we should list each individual who will have responsibility for aspects of the overall business (i.e. over ALL procurement areas), such as the Managing Director, the Finance Manager and the Practice Manager, in EACH and EVERY procurement area ITT?	17.7
We are a multi branch firm with a central management team which includes of non fee earning staff who have responsibilities for the following functions which will contribute to the successful operation of the contract (HR, Finance, IT). Is there a limit to a number of Procurement Area bids that those people can appear in Section B Staff information?	17.7
We have a court duty solicitor who has a waiver in respect of police station duty work due to a medical condition, please confirm that this employee is to qualify as a CLAS equivalent for the purpose of calculating the number of CLAS caseworkers?	17.8
Can staff be included on the ITT of a firm that also intends to act as a delivery partner for another applicant firm in a different procurement area, on both of the applicant ITT forms?	17.9
Do you require caseworkers to be in a procurement area for 35 hours per week, or can they be split between two procurement areas I.e 17.5 hours per area	17.9
With the casework criteria, you said the named individual can be substituted if they drop out. Is that also the case with a named manager – subject of course to the replacement having at least equal experience?	17.10
The casework criteria says that the named individual can be substituted if they drop out. Is that also the case with a named manager – subject of course to the replacement having at least equal experience?	17.10
What happens if there is a change of staffing between February and October? How will this affect the bid? What level of information does the LAA require in respect of (1) the loss of a member of staff (2) if a staff member is replaced and (3) if a firm decides to expand it's staff?	17.10
In relation to Section B - it states that a "Management Team Additional Staff Information Form", "Supervisor Additional Staff Information Form" and "Caseworker Additional Staff Information Form" can be downloaded - but it is not clear where these attachments can be obtained. Please clarify.	17.11

Further to my earlier question regarding the fact that a single member of staff can be included in up to two procurement area bids. Does this mean that a single person can be included in two different procurement area bids from two different firms with no adverse effects on the individual bids?	17.12
In the information for applicants it states that a single member of staff can be included in up to two procurement area bids and that each procurement area bid is assessed independently. Does that mean that a firm will not be marked down for having the same member of staff in two procurement areas?	17.12
If we are applying for more than one contact area, can someone be split between two areas? Can they count twice, once in each area? If not, does the bidding process anticipate that there will be at least three members of a management team per procurement area?	17.12
Can a caseworker be allocated 17 ½ hours for one firm in a procurement area bid and 17 ½ hours in a different procurement area for a different firm?	17.12
In the event that an Applicant Organisation submits bids in more than one Procurement Area, please could you clarify the rules regarding the use of Case Workers, e.g. can the same Case Worker be included in a bid for more than one area provided that Case Worker is not employed in the delivery of services for more than 35 hours per week.	17.12
If we as Firm A have a signed letter of engagement from a Manager or Supervisor currently employed by Firm B. Can that individual be named upon our bid even though Firm B will at this stage undoubtedly wish to name the same person in their bid.	17.13
How will the LAA deal with people who complete a signed engagement agreement but at the time of submission will be included on a competitors' application? What if the candidate has left their previous firm and is asked to provide proof?	17.13

The Caseworker Staff information form, the Supervisor Staff Information Form and the Management Team Staff Information Form all appear to assume the roles will be filled by Solicitors or Accredited Police station representatives. What information should go in the final columns of these spreadsheets if the incumbent is a Barrister who is not Police station accredited? If "None" is the answer, will there be any disadvantage to the assessment of the Tender?	17.14
Is a probationary Police Stn. Representative's PIN acceptable in order for them to be identified as a caseworker?	17.15
Date employment commenced –when asked in the context of identifying a manager - is this the date the individual became part of the management team or the date that they became employed by the applicant organisation in any capacity?	17.16
Does the bidding process anticipate that there will be at least three members of a management team per procurement area? If so, can a manager for one Procurement Area be also used as a case worker in another provided that it is for the same Applicant Organisation?	17.17
Can a supervisor be involved in the delivery of advice and representation services in the police station, Magistrates' courts and Crown courts?	17.18
How will you assess the veracity of the answers given in respect of the experience of the named individuals?	17.19
There are some firms that have over 10 duty solicitors (CLAS accredited solicitors) on the existing rota. However, we hardly ever see them around the Courts or police stations. It is a well known fact some of these firms buy the duty slots off duty solicitors. How will the LAA verify these duty solicitors actually work at least 17.5 hours a week for these firms?	17.19
If there is a person involved in managing the delivery of the bid, for example staffing, and/or allocation but they are not conducting case work why can't they be on the management team?	17.20
Does the COLP need to be part of the management team if he/she does not conduct any criminal case work?	17.21
Please can you confirm there is no set ratio of managers to case workers.	17.22
Are Signed Engagement Agreements to Employ capable of being contingent on our organisation being awarded a duty contract in areas sought?	17.23

<p>In Annex F of the IFA an 'Entire Case' is defined as:</p> <p>"A case which the person in question must, from initial conduct of the case to final hearing, have had professional conduct of or had direct supervision of, including the provision of advice and assistance at police station, and the representation of the client in at least one hearing at a Magistrates Court (and/or Crown Court where applicable), not including a case management or committal hearing."</p> <p>The questions at Part e of Annex C 'Qualification Envelope' (page 109 and following of the IFA) refer throughout to "an individual who... has had professional conduct of an Entire Case...within the 12 month period immediately preceding the submission of the Procurement Area Bid".</p> <p>Two questions arise:</p> <p>1. How will solicitors or other caseworkers who have had to take extended periods of leave through:</p> <p>(a) maternity, or</p> <p>(b) illness of accident, or</p> <p>(c) religious reason</p> <p>be treated?</p> <p>2. What documentary will have to be produced:</p> <p>(a) of their condition requiring leave, and/or</p> <p>(b) of their period of leave, and/or</p> <p>(c) of the status of a case prior to their departure?</p> <p>in order to satisfy the requirement that they had conduct of an 'entire case'?</p>	<p>17.24</p>
<p>1. How do we "count" the experience of a member of staff who is currently on maternity leave (and will be so at the date of the submission of our Tender) but will be due to return to work before the start date of the Duty Contract. In order to ensure compliance with employment legislation and the LAA's Equality & Diversity Guidance, we assume we can use the experience of the person concerned? Of course, if the person relied upon does not return to work or works reduced hours we accept that the LAA would need to be notified accordingly.</p>	<p>17.24</p>
<p>6. Can an individual who is to be on maternity at the commencement of the contract be included on the ITT?</p>	<p>17.24</p>

Can you please confirm the position of a supervisor who is on maternity leave;how will they be able to complete the supervisor declaration form and complete the section on experience of case work of particular offences in the last 12 months. Can they rely on experience before they went on maternity leave.	17.24
In assessing the experience of an individual over the last 12 months, what allowance is made if that person has been on maternity leave?	17.24
In Annex C ITT Questions - Section D: Management Team Experience - the questions ask about an employee who has been part of the management team for the entire twelve months immediately proceeding the submission of the Procurement Area bid. What is the position with an employee who has been a member of the Management Team but has been on maternity leave for some months during the preceding twelve months?	17.24
What should we put as experience for anyone who has been on maternity leave? Should they detail, work prior to commencing maternity?	17.24
What happened if a supervisor/DFE is embarking upon maternity leave over the start of the contract, will they still be taken into account?	17.24
Please confirm that an employee who is presently on maternity leave, but will be returning to work before the Contract commencement date, is able to rely on experience gained during the 12 month period immediately preceding the start of maternity leave, rather than the 12 month period immediately preceding the submission of the Procurement Area Bid, in the parts of the said Bid which require such information to be provided?	17.24

Miscellaneous

Message received	FAQ Question Number
What happens if the sustainability of a bid depends on the firm winning all of the contracts they bid for, yet they only win one or two, thus rendering their entire bid unsustainable?	18.1
If there is a computer system crash prior to the closure of the tender process will the time period be extended?	18.4
Is the initial marking of the tender bids done by a computer program	18.5
Who will be responsible in each procurement area for reading and assessing the bids where they are not done by way of a computer program	18.5
Can you please confirm that there will be no fee cuts during the course of the contract period, other than the possible 8.75% as indicated?	18.14

<p>1.22 details that remuneration for Criminal Legal aid will be governed by paragraph 33-51 Annex C of the consultation response. Upon review of these reductions it would appear they will be in excess of the proposed 17.5% and in some cases in excess of 30%. Please can you clarify the position as this would seem to be incompatible with para 1.24 which states that the reduction would be no more than 8.75%, further (17.5% in total)</p> <p>Please can you clarify this point and also what steps would be in place to review this further fee reduction.</p> <p>Further more clarification whether this further reduction, if it is implemented, will take place in June 2015 and why it would not be put in place in October 2015 when new contracts are awarded?</p>	18.14
Will you accept non-compliant bids? If so what is the process for submitting them please?	18.15
Does the LAA want to receive any non-mandatory attachments that provided evidence to support a firm's tender (such as a copy of a Delivery Plan or copies of a firm's policies or manuals?). Is there a facility to upload non-mandatory attachments which are relevant to the application?	18.16
Is it possible to upload any additional attachments as part of our response? For instance we would like to upload a management chart.	18.16
Are we able to upload documents to support the free text in the Tiebreak Section, eg policies, procedures and project plans?	18.16
In relation to the Technical Envelope, are we able to upload documents to support the free text, eg policies, procedures and project plans?	18.16
Can the responses to the questions in the Technical Envelope of the Procurement Area ITT include charts and diagrams which illustrate the answers?	18.16

Do we only have the option to upload the mandatory attachments or are we able to upload additional attachments in support of our tender and if so will any weight be given to the non-mandatory attachments that are uploaded.	18.16
Our Organisation has an SQM that was completed by the SQM DP in June 2012. Do I need another SQM assessment or is this sufficient.	18.17
If a firm's SQM or Lexcel expires in between July and 1 October 2015, will they still meet the criteria as expressed in the IFA and still be eligible to tender a bid?	18.17
My firm is applying for a lexel standard. When does this have to be achieved. Is it the 1st July 2015 or the 1st October 2015.	18.17
We have the following question regarding the duty tender; We currently hold an SQM, valid for 3 years from April 2014. if we take over another firm under our current own client contract and name, will that SQM still be valid or would we need to be re audited.	18.18

The tender form uses the term "for the entire 12 month period immediately preceding the submission of the procurement area bid". The date of submission is 29th January 2015. Taken literally the entire 12 month period would start 29/1/14 and end 28/1/15. calculation and verification of the values and volumes in such a period would be administratively difficult in any event. To do such extractions from records at an instant less than 24 hours before the bid would be even harder. For practicality could the requirement be interpreted to read "for any entire 12 month period ending in the 12 months preceeding the submission of the bid"?	18.19
Several questions reference 12 months proceeding the bid. Does this mean it is 12 months from when the ITT opened ie 29th November 2013 or is it 12 months prior to the submission of the tender or it can it be either as determined by the Firm submitting the tender?	18.19
There does not seem to be any provisions for existing work. Will the decision making process take into account how much work a firm is currently undertaking when deciding if it can cope with extra duty contracts or will it be assumed that the staff outlined in the bid will solely be working on the proposed duty contract if successful?	18.20
In Lancashire there are 13 contracts. If an applicant scores enough points to be placed in the top 13 (and not tied taking the number over 13 on the same points) are they automatically awarded a contract? (Subject to verification) or do they simply get placed on to the shortlist in the next round?	18.21
The contract Specification is still showing only as a Draft. When will this specification be finalised?	18.22
Does there have to be more than one COLP/COFA if a provider bids in more than one area	18.23
Are all figures quoted excluding VAT	18.24

Will greater weight be given to an established firm bidding only into the procurement area in which it operates	18.25
Will greater weight be given to firms who bid into more than one procurement area	18.25
Currently, if a Firm accepts a Duty Solicitor case, it ceases to be classified as such at the conclusion of a specified stage eg. when the client is charged. Under the proposed Duty Contract, does the matter remain a 'Duty' case throughout any or all subsequent stages of the proceedings, until final disposal?	19.26

22 December 2014