



**Invitation to Tender for 2015 Duty Provider Crime Contracts – Devon & Cornwall 1 Procurement Area: Information For Applicants**

In November 2014 the Legal Aid Agency (LAA) invited organisations that had been successful in applying for a 2015 Own Client Crime Contract to tender for a 2015 Duty Provider Crime Contract in one or more of 85 Procurement Areas (the “Mainstream Exercise”). In three of the 85 Procurement Areas (including the Devon & Cornwall 1 Procurement Area) fewer viable tenders were received than Duty Provider Contracts to be awarded.

In the Devon & Cornwall 1 Procurement Area the LAA has decided to ensure the provision of Duty Provider services from 11 January 2016 by:

- awarding Duty Provider Contracts to those organisations that tendered through the Mainstream Exercise (subject to their successful completion of the assessment process); and
- undertaking a supplemental procurement exercise to award a maximum of four additional Duty Provider Contracts to deliver Contract Work in each of four Access Points within the Procurement Area.

This supplemental procurement exercise (the “Devon & Cornwall 1 Supplemental Tender Exercise”) is restricted to those Applicant Organisations who have been notified of the LAA’s intention to award them an Own Client Contract (the first stage of the Overarching Procurement Process) and will have an Office in a Qualifying Office Location by the Service Commencement Date.

<b>Access Point</b>	<b>Maximum No. of contracts</b>	<b>Anticipated Contract Value (based on 4 contracts)</b>	<b>Qualifying Office Location (Procurement Area)</b>
<b>Barnstaple</b>	4	£31,121	Devon & Cornwall 1 Devon & Cornwall 2 Avon & Somerset 1
<b>Exeter</b>	4	£70,879	Devon & Cornwall 1 Devon & Cornwall 2
<b>Plymouth</b>	4	£97,834	Devon & Cornwall 1 Devon & Cornwall 2
<b>Torbay</b>	4	£75,790	Devon & Cornwall 1 Devon & Cornwall 2

The number of Duty Provider Contracts to be awarded to deliver Contract Work in each Access Point is a maximum number. If fewer than four viable tenders are received, each successful Applicant Organisation will receive an equal share (up to a maximum of 100%) of the available Contract Work in the Access Point.

The Contract Work available under this Devon & Cornwall 1 Supplemental Tender Exercise is in addition to that which may be awarded to bidders under the Mainstream Exercise.

Applicant Organisations that did **not** submit a tender for the Devon & Cornwall 1 Procurement Area in the Mainstream Exercise (“New Bidders”) and those that **have** previously submitted a tender for the Devon & Cornwall 1 Procurement Area (“Previous Bidders”) are subject to differing tender requirements as follows:

	<b>Access Point Bids that may be submitted</b>	<b>What constitutes a complete Tender</b>
<b>New Bidders</b>	Either: <ul style="list-style-type: none"> <li>• 1 Access Point; or</li> <li>• All 4 Access Points</li> </ul>	Response to: <ul style="list-style-type: none"> <li>• Essential Requirements; and</li> <li>• Award Criteria.</li> </ul>
<b>Previous Bidders</b>	<ul style="list-style-type: none"> <li>• 1 Access Point only</li> </ul>	Response to: <ul style="list-style-type: none"> <li>• Essential Requirements*; and</li> <li>• Award Criteria.</li> </ul>

\*Previous Bidders are required to confirm that their response to Essential Requirements submitted in the Mainstream Exercise remains valid.

**The Deadline for submitting responses to this procurement process is 12 noon on 9 September 2015 (the “Deadline”)**

New Bidders may only tender in a single Access Point or all four Access Points within the Devon & Cornwall 1 Procurement Area. For the avoidance of doubt a New Bidder may not submit two or three Access Point Bids.

Successful New Bidders will be awarded Contract Work through a Duty Provider Contract requiring them to deliver Contract Work in the Access Point(s) in which they have successfully tendered.

Successful Previous Bidders will be awarded Contract Work through a Duty Provider Contract Schedule that will require them to deliver Contract Work across the entire Devon & Cornwall 1 Procurement Area. Duty Slot allocation will be increased in the Access Point tendered for to reflect the award of additional Contract Work under this Devon & Cornwall 1 Supplemental Tender Exercise.

**This Devon & Cornwall 1 Supplemental Tender Exercise forms part of the Overarching Procurement Process to award 2015 Own Client and Duty Provider Contracts which commenced in 2014 and is governed by the Public Contracts Regulations 2006.**

## **This IFA**

**Applicant Organisations must read this entire document before submitting their Tender.**

This Information for Applicants (IFA) document provides information about the Devon & Cornwall 1 Supplemental Tender Exercise, including how Applicant Organisations submit a response to the Devon & Cornwall 1 ITT, Access Point ITTs and the rules governing the Devon & Cornwall 1 Supplemental Tender Exercise. Where not defined in the body of this IFA capitalised terms are defined in the Glossary at Annex D.

### **Questions about this IFA**

If an Applicant Organisation has any questions about the content of this IFA, it may submit them up until **12 noon on Tuesday 25 August 2015** (note this is referred to in the eTendering system as the 'End date for supplier clarification messages') through the eTendering system. All questions must be submitted using the online secure eTendering system message boards in the relevant ITTs.

Applicant Organisations should assume that questions and answers may be published but the identity of the Applicant Organisation will be anonymised. Questions of wider interest will be collated and answered centrally in writing to ensure that all interested parties have equal access to information. An Applicant Organisation that objects to publication should expressly state this and the LAA will consider its representations.

Questions and answers will be published if required on the tender pages of our website on 2 September in the 'Invitation to Tender for 2015 Duty Provider Crime Contracts – Devon & Cornwall 1 Supplemental Tender Exercise Frequently Asked Questions (FAQ)'.

### **Technical questions about how to operate the eTendering system**

Tenders must be submitted via the eTendering system. Guidance on using the eTendering system is available through the 'Technical Support and Guidance' link on the eTendering system home page. There is also a helpdesk to provide technical support to Applicant Organisations using the eTendering system. However, the helpdesk is **unable** to assist with problems with Applicant Organisations' own computer hardware or systems. For these types of issues, Applicant Organisations should contact their usual IT support.

Questions should be emailed to the following email address: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk). Alternatively, the telephone number for the helpdesk is 08003684850 (lines are open from 9am to 6pm Monday to Friday).

The LAA recommends that Applicant Organisations start to complete their Tender early so that they identify any areas where they need help as soon as possible as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with before the Deadline.

## **Timetable**

Below is a list of indicative dates for key activities in this Devon & Cornwall 1 Supplemental Tender Exercise. Where there are changes to the dates set out below, the LAA will notify Applicant Organisations through the eTendering system as soon as possible.

<b>Activity</b>	<b>Timescale</b>
Devon & Cornwall 1 Supplemental Tender Exercise opens and is available via the LAA's eTendering portal	18 August 2015
Final date to submit questions about this Devon & Cornwall 1 Supplemental Tender Exercise	12 noon on 25 August 2015
Final 'Frequently Asked Questions' to be published, if required	2 September 2015
Deadline for submission of Tenders	12 noon on 9 September 2015
Notification of outcome of Tenders	Week commencing 12 October 2015
Contract execution and Contract Start Date	Week commencing 19 October 2015
Mobilisation period	October to January 2016
Service Commencement Date	11 January 2016

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## **SECTION 1: INTRODUCTION AND BACKGROUND**

### **About the LAA and this Devon & Cornwall 1 Supplemental Tender Exercise**

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering legal aid services across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 (“LASPO”) and associated legislation. All contract documentation will be issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The ‘Transforming Legal Aid: Next Steps’ consultation response, published on 27 February 2014, outlined the procurement model for criminal legal aid contracts from 2015. The subsequent ‘Transforming Legal Aid: Crime Duty Contracts’ consultation response published in November 2014 confirmed that the LAA would procure a limited number of Duty Provider Contracts (527) in 85 Procurement Areas across England and Wales.
- 1.3 In November 2014 the LAA invited Applicant Organisations to tender for Duty Provider Contracts through the Mainstream Exercise to carry out Contract Work in one or more of 85 Procurement Areas within England and Wales from 11 January 2016.
- 1.4 This Devon & Cornwall 1 Supplemental Tender Exercise (which forms a part of the Overarching Procurement Process commenced in April 2014 to award 2015 Own Client and Duty Provider Contracts) allows eligible organisations to tender to deliver Contract Work. New Bidders may only tender in a single Access Point or all four Access Points within the Devon & Cornwall 1 Procurement Area. For the avoidance of doubt a New Bidder may not submit two or three Access Point Bids. .
- 1.5 The Devon & Cornwall 1 Supplemental Tender Exercise is governed by this IFA document and any notices amending the procurement process issued in accordance with the rules of this process (set out at paragraph 7.12 below).
- 1.6 Applicant Organisations which are successful in this Devon & Cornwall 1 Supplemental Tender Exercise will be awarded a Duty Provider Contract, subject to their Tender being satisfactorily verified (see Section 6 for details).
- 1.7 The LAA will enter into contracts with successful Applicant Organisations in October 2015 (Contract Start Date) with services due to commence on 11 January 2016 (Service Commencement Date). The period between October 2015 and January 2016 will be a Mobilisation Period, during which the LAA will monitor successful Applicant Organisations’ progress in ensuring they are able to deliver Contract Work from the Service Commencement Date.
- 1.8 This is a Part B services procurement to which the Public Contracts Regulations 2006 (as amended) (the “Regulations”) only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to Part B services.

- 1.9 The Deadline for submitting Tenders is **12 noon on 9 September 2015**. All Tenders must be completed and submitted using the LAA's eTendering system. Late submissions will not be considered under any circumstances (see paragraph 7.4).

### **About the Duty Provider Contract**

- 1.10 Duty Provider Contracts will run for four years from the Service Commencement Date (subject to termination provisions and the LAA's right to extend for up to a further 1 year).
- 1.11 The Duty Provider Contract is made up of the following documents:
- Contract for Signature
  - Standard Terms (which governs the relationship between the LAA and the contract holder and contains overarching terms)
  - Specification (which governs how Contract Work must be delivered and includes the service standards and key performance indicators that contract holders must meet)
  - Schedules (which set out the Classes of Work that may be performed under the Contract and any bespoke terms relevant to the delivery of Contract Work at a particular Office).
- 1.12 Responses to Award Criteria will be incorporated into any Duty Provider Contract awarded and the Delivery Plan will be attached to the Contract Schedule.
- 1.13 The draft Duty Provider Contract published by the LAA and available on our website will be varied through the Contract for Signature document to reflect the specific requirements of this procurement exercise. Key variations will include (but are not limited to):
- confirming services must be delivered in Access Points (which may equal the entire Procurement Area);
  - removing Supervisor to Caseworker ratio requirements in the Access Point(s); and
  - confirming Supervisors must be Deployed in the Access Point but removing the requirement that they must be Employed on a Full Time Equivalent basis in the location in which services are procured.
- 1.14 Draft (pre variation) Duty Provider Contract documents are available on our website at: <https://www.gov.uk/government/publications/draft-documents-for-the-duty-provider-crime-contract-2015>

### **Outline of the Contract Work**

- 1.15 Any individual organisation may only hold a single Duty Provider Contract. Any organisation that is also successful in the Mainstream Exercise will be awarded a single Duty Provider Contract which will be varied to accommodate the specific provisions of this Devon & Cornwall 1 Supplemental Tender Exercise.



- 1.16 Applicant Organisations will be allocated, as far as possible, an equal share of all Duty Slots in any Access Point(s) where they have been successful under this Devon & Cornwall 1 Supplemental Tender Exercise. Duty Slots are periods of time where a provider must be on call to attend a police station or Magistrates' Court.
- 1.17 Where a Previous Bidder is successful they will receive an equal share of Duty Slots available under this exercise in addition to those Duty Slots awarded under the Mainstream Exercise.
- 1.18 Duty Slots will be allocated by individual Duty Scheme. There will be separate schemes for police stations and any court. Duty Provider Contract holders will be allocated Duty Slots on a rota basis for all schemes within the Access Point and will be required to cover all Duty Slots allocated to them. During a Duty Slot a Duty Provider Contract holder will receive a proportion of all requests for a Duty Lawyer. If they are the only organisation on call they will receive all requests.
- 1.19 Duty Slots available under this Devon & Cornwall 1 Supplemental Tender Exercise will be allocated exclusively to those organisations that have been awarded Duty Provider Contract Work in the Access Point. All Contract Work flowing from the Duty Slots will be undertaken under the Duty Provider Contract. Duty Provider Contract holders will therefore be required to provide advice and representation in any subsequent criminal proceedings in the Magistrates' Court and where applicable in the Crown Court and Higher Courts (Court of Appeal, High Court, Supreme Court) for a case that originated via their Duty Provider Contract, even if the case subsequently moves outside the Access Point.
- 1.20 Duty Slots at police stations may vary in length, depending on the scheme. Duty Slots in less busy schemes will be for longer periods. Busier schemes may require more than one Duty Provider Contract holder to be on call at the same time.
- 1.21 Duty Slots at court will last for the opening hours of the court. Courts generally open in normal business hours (9.30am to 5pm, Monday to Friday); busier courts are also open on Saturdays.
- 1.22 There may be instances where courts are required to stay open later, due to one off increased police activity or national pilots. Duty Provider Contract holders will be expected to cover any such occurrence but by their very nature these are very difficult to predict. Any annual and predictable activities that increase police station and court cases will be incorporated into the rotas.
- 1.23 The LAA has previously published details of the Duty Schemes for the Devon & Cornwall 1 Procurement Area including the number and length of Duty Slots in the Access Points as part of the Mainstream Exercise in the published indicative duty rotas which can be found at:

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

Allocation of Duty Slots will take into account busier periods to ensure, as far as possible, fair distribution.

### **How will the Contract Work be paid?**

- 1.24 Payments under the Duty Provider Contract are set out in Legal Aid Legislation.

### **Additional Information for Tenderers**

- 1.25 On 16 July 2015, HM Courts and Tribunal Service launched a consultation on the reform of the Courts Estate. This consultation closes on 8 October 2015. Applicant Organisations may wish to take the opportunity of reviewing the consultation document at:

<https://www.gov.uk/government/consultations/proposal-on-the-provision-of-court-and-tribunal-estate-in-england-and-wales>

before submitting a Tender.

- 1.26 The LAA is aware that Devon and Cornwall Police intend to close Launceston police station (located in the Devon & Cornwall 2 Procurement Area) on or around 16 October 2015. Distribution of matters that would have previously have been dealt with at Launceston police station is not within the LAA's knowledge or control, however, Applicant Organisations may wish to take this information into account when making decisions on Tender submissions.

### **Electronic working**

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

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

### **Who will be invited to tender?**

- 2.1 Only Applicant Organisations that have been notified of our intention to award them a 2015 Own Client Crime Contract and will have an Office in a Qualifying Office Location are eligible to submit a Tender under the Devon & Cornwall 1 Supplemental Tender Exercise.
- 2.2 Different rules apply to working with Delivery Partners and Agents respectively with regard to their performance of Contract Work and the associated requirements of this procurement process.
- 2.3 Further information on those rules and associated requirements and on the distinction between Delivery Partners and Agents is set out from paragraph 2.12. However, Applicant Organisations are reminded of the importance of reading the detailed rules themselves within the draft Duty Provider Contract published on our website (see in particular the Standard Terms and Specification).
- 2.4 There is no obligation for organisations to tender for a Duty Provider Contract under this Devon & Cornwall 1 Supplemental Tender Exercise if they do not wish to.

### **Which entities will the LAA contract with?**

- 2.5 The LAA will only contract with a single legal entity but Applicant Organisations may work with Delivery Partners to deliver Contract Work within an Access Point (see paragraph 2.12 below).
- 2.6 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 an Own Client Contract. Where an Applicant Organisation is a Previous Bidder it may only submit a Tender under this Devon & Cornwall 1 Supplementary Tender Exercise as the same organisation that tendered under the Mainstream Exercise.
- 2.7 As permitted under the first stage of this procurement process (see 1.17 to 1.22 of the IFA document which applied to the Own Client Contract), some Applicant Organisations may have submitted a number of Tenders for an Own Client Contract; both as the organisation as constituted at the time of submission and the organisation they intended to become (also referred to in this IFA document as 'newly constituted' organisation). Previous Bidders must tender as the same organisation that submitted a tender in the Devon & Cornwall 1 Procurement Area under the Mainstream Exercise.
- 2.8 New Bidders should note that where multiple tenders from the same Applicant Organisation have been successful in being awarded an Own Client Contract, New Bidders must decide which of these "organisations" will tender for a Duty Provider Contract.

- 2.9 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 give this in response to question A.1. of the Devon & Cornwall 1 ITT For the avoidance of doubt, where an Application Organisation is unable to confirm its name in response to question A.1. (e.g. it enters 'to be confirmed'), the Tender will fail in its entirety.
- 2.10 Applicant Organisations are also reminded that they are required to inform the LAA of any material change to the information submitted in their Own Client Tender, for example, any failure to fulfil tax liabilities. Paragraph 8.33 of the IFA document which applied to the Own Client Contract sets out that:
- “Where a material change occurs to the tender information submitted by an Applicant Organisation, including issues relating to any current contract the Applicant Organisation holds, the Applicant Organisation must inform the LAA.”
- 2.11 Applicant Organisations must respond to this Devon & Cornwall 1 Supplemental Tender Exercise via the relevant eTendering system registration. The registration used must be for the entity that intends to hold a Duty Provider Contract.

#### **Applicant Organisations working with Delivery Partners**

- 2.12 An Applicant Organisation may submit Access Point Bid(s) on the basis that it intends to work with Delivery Partners to deliver Contract Work. All Delivery Partners must have been notified of our intention to award them a 2015 Own Client Crime Contract.
- 2.13 A Delivery Partner is another organisation that an Applicant Organisation intends to work with to help it deliver Contract Work in a particular Access Point. An Applicant Organisation can name up to three Delivery Partners in any Access Point Bid.
- 2.14 Each Delivery Partner may deliver up to 40% of the value of Contract Work (see paragraph 2.17) within an Access Point, subject to the provisions of paragraph 2.15.
- 2.15 The Applicant Organisation must deliver a larger share of Contract Work in the Access Point than any one of its individual Delivery Partners in that Access Point and must conduct at least 30% of the value of Contract Work.
- 2.16 The value of Contract Work referred to in paragraphs 2.14 and 2.15 will be determined by reference to the total value of claims for Contract Work made in each rolling period of 12 consecutive months. Further detail is provided at clause 3.18 of the Duty Provider Contract Standard Terms.
- 2.17 For the avoidance of doubt; where an Applicant Organisation submits one or more successful Access Point Bids involving Delivery Partners, the LAA will have a contractual relationship with the Applicant Organisation only. It will be the Applicant Organisation which will be contractually responsible for the delivery of all Contract Work including compliance with the rules on delivery of Contract Work by Delivery Partners and the client retainer will in each case sit with the Applicant Organisation.

Delivery Partners will act as agents of the Applicant Organisation in accordance with the terms of the formal written agreement and the Duty Provider Contract.

- 2.18 The Applicant Organisation must have a formal written agreement in place with each of its Delivery Partners by the time it submits its Tender. 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), or where not regulated by the SRA the intended Head of Legal Practice, at Section B of the Devon & Cornwall 1 ITT (See Annex C).
- 2.19 Section C of each Access Point ITT requires the Applicant Organisation to provide information about the identity of each Delivery Partner it intends to work with to deliver Contract Work. This includes:
- The name of each Delivery Partner
  - The Delivery Partner's Own Client Contract ID number (to be found on the Delivery Partner's Own Client Contract notification letter)
  - The office address of the Delivery Partner
- 2.20 Applicant Organisations must undertake due diligence with respect to any Delivery Partners they intend to work with to deliver Contract Work. In carrying out such due diligence Applicant Organisations must consider the rules on substitution of Delivery Partners at paragraphs 2.24-2.26.

### **Applicant Organisations' use of Agents**

- 2.21 An Agent is defined under the Duty Provider Contract as another organisation that holds a 2015 Own Client Crime Contract which is engaged by the Applicant Organisation to undertake Contract Work in accordance with the contract provisions.
- 2.22 The Applicant Organisation may use Agents to undertake up to 25% of the value of Contract Work in a given Access Point (see paragraph 2.6 and 3.2 of the Duty Provider Contract Standard Terms). For the avoidance of doubt, where the Applicant Organisation is working with Delivery Partners to deliver Contract Work, it must still comply with the requirement for it to deliver a minimum share of that Contract Work itself (see paragraphs 2.14 and 2.15).
- 2.23 Delivery Partners differ from Agents in that Delivery Partners are subject to a formal agreement. In addition, they can deliver a higher proportion of Contract Work (see paragraph 2.14) and where they are used will be named in an Applicant Organisation's Contract Schedule.

### **Substitution of Delivery Partners after the Deadline**

- 2.24 Applicant Organisations may not substitute any named Delivery Partners in their Tender after the Deadline. Should an Applicant Organisation find itself no longer able to use a named Delivery Partner, it must immediately notify the LAA. Any Access Point

Bids for which that Delivery Partner is named by the Applicant Organisation will be rejected.

- 2.25 Given the scale of the procurement process to award 2015 Own Client and Duty Provider Contracts the LAA and other Applicant Organisations to the procurement process require certainty and the LAA must be able to make its assessment based on those Delivery Partners named in the Tender as originally submitted. The LAA will not accept arguments that any proposed amendments to Delivery Partners are a “like for like” substitution and would not, therefore, change the original Access Point Bid(s).
- 2.26 In carrying out due diligence in respect of Delivery Partners it is, therefore, extremely important that Applicant Organisations take appropriate steps to satisfy themselves that any Delivery Partners named in the Access Point Bid(s) will be available to them during the procurement process and, as a minimum, for the first year from the Contract Start Date.

## **SECTION 3: OVERVIEW OF REQUIREMENTS AND HOW TO TENDER**

### **Which requirements will Applicant Organisations need to meet?**

3.1 Applicant Organisations will be assessed against the following areas:

#### Essential Requirements

These aim to establish whether Applicant Organisations meet our fundamental requirements for the award of a Duty Provider Contract. Applicant Organisations who do not meet these will be excluded and their whole Tender will be unsuccessful.

Previous Bidders are required to confirm that they continue to meet the Essential Criteria as confirmed in their Mainstream Exercise tender.

New Bidders are required to confirm that they meet the Essential Requirements at Section E of the Devon & Cornwall 1 ITT.

We will also check that some of these requirements are met using Procurement Area Information and Staff Information submitted in response to Sections A and B of the Qualification Envelope in the Access Point ITT(s).

See section 4 of this IFA for further details.

#### Financial Assessment

New Bidders who submit a Tender for all four Access Points within the Devon & Cornwall 1 Procurement Area will be subject to Financial Assessment as described in Annex E of this IFA.

The nature of the Financial Assessment required depends on the value of the Applicant Organisation's recent turnover compared against the Anticipated Contract Value of the four Access Point Bids.

Where an Applicant Organisation is required to submit Financial Information this must be submitted as an attachment to a message in a relevant ITT in the eTendering system and must be submitted by 12pm noon on Wednesday 23 September 2015. Please note; this is later than the Deadline for submission of the Devon & Cornwall 1 ITT and Access Point ITTs.

#### Award Criteria

Award Criteria will be assessed to determine which organisations are awarded Contract Work in each Access Point.

Award Criteria questions are contained in the Technical Envelope in each Access Point ITT. In assessing responses, the LAA will check that answers correspond with information provided in the rest of the Applicant Organisation's Tender.

See section 5 of this IFA for further details.

## **What is a Tender?**

3.2 A compliant Tender will consist of a response to:

- The Devon & Cornwall 1 ITT;  
**AND**
- Either one or all of the Access Point ITTs (Access Point Bids).

3.3 If the Devon & Cornwall 1 ITT is not submitted or is incapable of assessment the Tender will be rejected.

3.4 If an Access Point ITT is not submitted or incapable of assessment it will be rejected.

## **Considerations when tendering**

3.5 An Applicant Organisation must ensure that its entire Tender is capable of concurrent delivery (including concurrent delivery with any Mainstream Exercise tender submitted). Where it submits a response to this Devon & Cornwall 1 Supplemental Tender Exercise it is warranting that it will be able to deliver all Contract Work tendered for.

3.6 Applicant Organisations are also reminded that where a contract award is made, they may only accept the entire contract as offered. For example, if a New Bidder has submitted Access Point Bids in all 4 Access Points and these are successful, it must take up the offer of all Contract Work. If a Previous Bidder is successful in the Mainstream Exercise and successful in this Devon & Cornwall 1 Supplementary Tender Exercise it must take up the offer of all Contract Work (Mainstream exercise and Devon & Cornwall 1 Supplemental tender Exercise) or decline both entirely.

3.7 A Tender must be submitted by every Applicant Organisation wishing to hold a Duty Provider Contract. For the avoidance of doubt, this does not include those organisations planning to operate only as Delivery Partners or Agents as they will not be a party to the Duty Provider Contract.

## **Accessing the eTendering system**

3.8 All Tenders must be completed and submitted using our eTendering system. It can either be accessed through eTendering portal links on the tender pages of our website or directly at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk)

3.9 Applicant Organisations must familiarise themselves with the eTendering system guides on how to use the eTendering system available through the 'Technical Support and Guidance' link on the eTendering system home page.

3.10 To access the eTendering system, Applicant Organisations will need to use the same username and password as they used when submitting their Tender for an Own Client Contract and/or Mainstream Exercise tender. Applicant Organisations which



used multiple registrations to be able to submit more than one Tender for an Own Client Contract and were subsequently successful must consider which of these “organisations” will tender for a Duty Provider Contract and ensure they use the corresponding eTendering registration to submit their Tender (see paragraph 2.11 above).

- 3.11 If Applicant Organisations have forgotten their password they must click on the ‘Forgotten your password?’ link on the eTendering homepage to get their password reset.
- 3.12 As communication with Applicant Organisations from the LAA about the Overarching Procurement Process including this Devon & Cornwall 1 Supplemental Tender Exercise will be undertaken through the secure online eTendering system message boards, it is highly recommended that multiple additional users are set up under an Applicant Organisation’s registration (see ‘Technical Support and Guidance’ link) so urgent messages that may affect an Applicant Organisation’s Tender can be dealt with as necessary.

### **Accessing this Devon & Cornwall 1 Supplemental Tender Exercise**

- 3.13 Eligible Applicant Organisations have been invited to tender through the eTendering system. An Applicant Organisation’s registered users on the eTendering system will have received an email notifying them of this. By clicking on the link in the notification email, Applicant Organisations will be taken to the “Project” containing all the ITTs. Once in that “Project”, ITTs for every Procurement Area will be visible. Alternatively, Applicant Organisations that have been invited to tender will be able to access the relevant ITTs via the “My ITTs” link within the eTendering system.
- 3.14 Applicant Organisations must ensure that they access and submit the correct ITTs.

### **Completing a Tender**

- 3.15 Guidance on how to complete a Tender is set out below.
- 3.16 Please note, all questions marked with a red asterisk on the eTendering system are mandatory and the eTendering system will not permit an Applicant Organisation to submit its Tender unless answers to these questions are provided.
- 3.17 There is a button in the eTendering system called ‘check mandatory questions’. By clicking on this the eTendering system will check that an Applicant Organisation has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.

### **Completing the Devon & Cornwall 1 ITT**

- 3.18 Applicant Organisations must first complete the Devon & Cornwall 1 ITT (ITT\_410). Having selected the Devon & Cornwall 1 ITT, Applicant Organisations must click 'Create Response' and then 'Edit Response' to be able to complete their responses to the questions asked. Applicant Organisations must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.19 As detailed in paragraph 2.9, the name of the Applicant Organisation must be provided in response to question A.1 of the Devon & Cornwall 1 ITT.

#### Completing an Access Point ITT

- 3.20 Once an Applicant Organisation has completed its response to the Devon & Cornwall 1 ITT, it must complete an Access Point ITT for each Access Point in which it wishes to deliver Contract Work. ITTs for each Access Point can be found in the "My ITTs" section of the eTendering system. The relevant ITTs for the Access Points are numbered ITT\_412 to ITT\_415 in the eTendering system
- 3.21 As outlined above, each Access Point ITT comprises a Qualification Envelope and a Technical Envelope, both of which must be completed.

#### *Qualification Envelope – Access Point Information*

- 3.22 Where an Applicant Organisation submits an Office address and postcode in response to questions A.1.a and b as part of its Access Point Bid(s), it must check that its Office is in a Qualifying Office Location by using the Procurement Area Rules set out at paragraph 3.34 below.
- 3.23 If an Applicant Organisation wants to check that it has correctly identified the Procurement Area its Office is in, it can seek confirmation from the LAA. To do this, it must send a message through the relevant Access Point ITT message board **by 12 noon on 25 August** providing the address and postcode of its Office and asking the LAA to confirm the Procurement Area it is in based on the rules. Please note that confirmation by the LAA is final and there will be no route for further dialogue or review where an Applicant Organisation does not agree with the rules.
- 3.24 Where an Applicant Organisation wants the LAA to undertake this check, it is recommended that they contact the LAA through the message board as soon as possible before the 25 August deadline so that there is sufficient time for the LAA to undertake the check and for the Applicant Organisation to complete its Tender. The time it takes for the LAA to respond to each request for confirmation will depend on the overall volume received but it will consider each request on a first come, first served basis.
- 3.25 It is the sole responsibility of the Applicant Organisation to ensure that it submits the correct address and postcode for the correct Office in the relevant Procurement Area. Where this is not done, its Access Point Bid may be rejected (see paragraph 4.18 for

further details). The following rules will be used to determine which Procurement Area an Office is in:

An Applicant Organisation must first check the wider police force boundary by entering its postcode into [www.police.uk](http://www.police.uk) as outlined in the rule above.

It will then be necessary to refer to Annex B, which details which main towns and cities are in which Qualifying Office Locations. For example, Minehead is in the Avon & Somerset 1 Procurement Area which would allow an Applicant Organisation with an Office to tender for Contract Work the Barnstaple Access Point.

#### *Qualification Envelope - Staff Information*

- 3.26 An Applicant Organisation must provide details of all staff members it will Deploy in the Access Point from the Service Commencement Date. This must include information about any current vacancies it plans to fill to be able to deliver the Contract Work in the relevant Access Point.
- 3.27 Staff Information is split into three sections: an Applicant Organisation must first provide details of members of its Management Team that will be overseeing the delivery of Contract Work in the Access Point it is bidding in; it will then need to provide details of Supervisors it will Deploy in that Access Point (where these have already been detailed in the Management Team responses, details do not need to be repeated) and lastly, its Caseworkers. For each staff member an Applicant Organisations must provide all details requested which include: name, job title, reporting line, SRA roll number or police station representative PIN (where applicable), and qualification in relation to CLAS or PSQ (if not a Supervisor).
- 3.28 Previous Bidders who have already submitted a tender in the Devon & Cornwall 1 Procurement Area and wish to submit an Access Point Bid may use the same staff, provided they confirm this does not negatively affect the substance of their Mainstream Exercise tender. For example; the additional Deployment of Named Individuals must not result in that individual being unable to meet obligations committed to in the Mainstream Exercise tender.
- 3.29 Where a position is vacant, the name should be entered as “vacant” and details provided of the individual that the Applicant Organisation plans to recruit (e.g. if a Supervisor is not on the Management Team this should be provided in the Supervisor section).
- 3.30 Applicant Organisations must also note that responses to this section will be reviewed by the LAA:
- to ensure the relevant Essential Requirements are met (i.e. a Supervisor will be Deployed in the Procurement Area) - see paragraph 4.18
  - to compare the consistency of responses to the Award Criteria (see paragraph 5.16).

- 3.31 The Declaration at Section B of the Devon & Cornwall 1 ITT includes confirmation that Named Individuals have given their express authority for inclusion in the Applicant Organisation's Tender.

#### *Qualification Envelope - Delivery Partner Information*

- 3.32 Where an Applicant Organisation indicates it intends to work with Delivery Partners, it will be required to enter information about each Delivery Partner. This includes the Delivery Partner's Own Client Contract ID number which can be found on the top right hand corner (under 'our reference') of its letter from the LAA notifying it of the intention to award an Own Client Contract. These notification letters were sent through the Own Client Contract message board in the eTendering system in June 2014.

#### *Technical Envelope- Award Criteria*

- 3.33 Once an Applicant Organisation has completed the Qualification Envelope it must go on to the Technical Envelope which contains questions relating to the Award Criteria. Each Award Criteria question requires a free text response covering each of the points in the question. Two response boxes are provided for each question to give Applicant Organisations a maximum of 4,000 characters to respond to each question.
- 3.34 When responding to the Award Criteria questions Applicant Organisations must consider the rules outlined at paragraph 5.6 regarding the provision of generic information that is not specific to the Applicant Organisation.

#### **Submitting a Tender**

- 3.35 Once Applicant Organisations have completed their responses to the Devon & Cornwall 1 ITT and the Access Point ITTs they wish to respond to, they must submit their Tender by clicking on the "Submit Response" button within each of the ITTs. Please note that the Devon & Cornwall 1 ITT must be submitted first as it is not possible to submit a response to an Access Point ITT until a response to the Devon & Cornwall 1 ITT has been submitted. The eTendering system, however, will not prevent an Applicant Organisation from submitting a response to the Devon & Cornwall 1 ITT without an Access Point Bid.
- 3.36 It is the Applicant Organisation's sole responsibility to ensure that it submits a complete Tender. The LAA will not check that all required information has been submitted before Tender assessment.
- 3.37 Applicant Organisations can check their ITT response by going back to the response to the ITT within the eTendering system (within the ITT the response to this can be found under 'My Response' in the 'Actions' menu on the left hand side) and clicking on 'View Response Details' in the blue bar above the response.
- 3.38 When Applicant Organisations submit a Devon & Cornwall 1 ITT response for the first time they will receive an automated message that their response has been successfully

submitted (a message will be received for each ITT response submitted i.e. the Devon & Cornwall 1 ITT and each Access Point ITT submitted). This only provides an indication of whether the response has been transmitted to the LAA and not whether the Tender is fully completed and/or will be assessed as being successful.

- 3.39 After submitting an ITT response, Applicant Organisations can edit their response and resubmit it up to the Deadline. Where Applicant Organisations do this they must ensure that they have still submitted a valid Tender (i.e. a response to the Devon & Cornwall 1 ITT and at least one Access Point ITT), as the system will not flag where this has not been done. When Applicant Organisations resubmit a Tender, they will not receive the automated message confirming submission again. An Applicant Organisation can though check that it has successfully submitted its response by going to the 'My ITTs' screen, which will show the new 'Response status' as 'Response submitted to Buyer'.
- 3.40 The Deadline for submitting completed Tenders is **12 noon on 9 September 2015**. Tenders submitted after the Deadline will not be accepted. It is the Applicant Organisation's absolute responsibility to ensure that its complete Tender is submitted before the Deadline.

## SECTION 4: ESSENTIAL REQUIREMENTS

- 4.1 This section provides more detail on the Essential Requirements and how the LAA will assess these. Applicant Organisations must declare that they will meet the Essential Requirements for their Tender to be considered further. If Essential Requirements are met we will assess Award Criteria.

### Essential Requirements

- 4.2 In order to tender under the Devon & Cornwall 1 Supplemental Tender Exercise an Applicant Organisation must have been notified of the LAA's intention to award it an Own Client Contract. If at any time the LAA withdraws its intention to award an Own Client Contract (for example, because the Applicant Organisation no longer meets the requirements of that contract) that Applicant Organisation will be ineligible for the award of a Duty Provider Contract and any Tender submitted will be rejected.
- 4.3 As part of the Declaration in the Devon & Cornwall 1 ITT as well as confirming it meets the rules of the procurement process, an Applicant Organisation must commit to meeting certain requirements by the Contract Start Date (anticipated to be week commencing 19 October 2015) and others ahead of the Service Commencement Date. An outline of when each of these Essential Requirements need to be met is set out below.

Requirement	By when?	More Detail
Meet a Relevant Quality Standard	Contract Start Date (week commencing 19 October 2015)	See 4.5 to 4.10 below
Hold appropriate authorisation from a relevant legal sector regulator	Contract Start Date (week commencing 19 October 2015)	See 4.11 to 4.13 below
An Office in a Qualifying Office Location	Must be able to identify an Office address by Contract Start Date (week commencing 19 October 2015)  Must have Office set up by Service Commencement Date* (11 January 2016)	See 4.14 to 4.15 below
Deploy a Supervisor in the Access Point	Service Commencement Date* (11 January 2016)	See 4.16 below

\*Where requirements must be met by the Service Commencement Date, the LAA will require evidence that arrangements are in place (e.g a signed office lease agreement) one month before (i.e. by 11 December 2015) - see section 6 for further details.

- 4.4 All of the Essential Requirements set out above will be replicated in the terms of the Duty Provider Contract (as varied to reflect this Devon & Cornwall 1 Supplemental Tender Exercise) and must continue to be met throughout the contract term. If a Previous Bidder is successful in the Devon & Cornwall 1 Supplemental Tender Exercise the variation to the published Duty Provider Contract will only apply to Contract Work procured under this Devon & Cornwall 1 Supplemental Tender Exercise.

### Relevant Quality Standard Requirements

- 4.5 Applicant Organisations will be required to either meet the relevant requirements of the LAA's Specialist Quality Mark (SQM) (as audited by the SQM Delivery Partnership), or hold the Law Society's Lexcel practice management standard, by the Contract Start Date. Applicant Organisations will be responsible for paying all necessary fees to the auditing organisation.
- 4.6 In April 2010, the SQM Delivery Partnership was appointed to undertake SQM audits, charging organisations for the service. All Applicant Organisations intending to meet this requirement through holding the SQM will be required to be audited by the SQM Delivery Partnership.
- 4.7 Where an Applicant Organisation already holds the SQM following an audit from the SQM Delivery Partnership or is in the process of being audited by them, it need not reapply for the SQM. Requirements according to the Relevant Quality Standard an Applicant Organisation chooses to hold are detailed below:

<b>Applicant Organisation Type (by organisation)</b>	<b>Requirement</b>
New legal entity (i.e. not currently practising) that intends to obtain SQM	Pass desktop audit by the Contract Start Date and fully pass SQM audit within 6 months of Service Commencement Date
Organisation that intends to obtain Lexcel	Achieve Lexcel by the Contract Start Date
Organisation that intends to obtain SQM (this includes existing contract holders with an SQM but not as audited by SQM Delivery Partnership)	Fully pass the Post SQM audit by the Contract Start Date
Organisation already holding Lexcel	No further audit required
Organisation holding SQM as audited by SQM Delivery Partnership	No further audit required

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

### Regulatory Requirements

- 4.11 By the Contract Start Date Applicant Organisations must have been granted appropriate authorisation by a relevant legal sector regulator to provide criminal legal services.
- 4.12 Applicant Organisations that do not currently meet this requirement must 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. It is the absolute responsibility of the Applicant Organisation to ensure that this is done.
- 4.13 Further details can be found at:  
<http://www.sra.org.uk/authorisation/>  
<https://www.barstandardsboard.org.uk/regulatory-requirements/for-prospective-entities/>

#### Office Requirements

- 4.14 By the Contract Start Date Applicant Organisations must be able to identify an Office in a Qualifying Office Location. 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.
- 4.15 Offices must be set up and operational by the Service Commencement Date. Full details of the requirements an Office must meet are contained in 2.28 and 2.29 of the 2015 Duty Provider Crime Contract Specification.

#### Supervisor Requirements

- 4.16 Applicant Organisations must Employ a Supervisor who meets the Supervision Standards set out in Paragraphs 2.8 to 2.13 of the Duty Provider Contract Specification and who will be Deployed in the Access Point for sufficient time to effectively supervise Contract Work in that Access Point including (but not limited to):
- designating time to conduct supervision of each Designated Fee Earner or Caseworker; and
  - designating time to be in Offices where Contract Work is being conducted.

Please note: due to the size of the Access Points it is not necessary to Employ a Full Time Equivalent Supervisor in each Access Point. This differs from the requirements contained in the Mainstream Exercise and reflects the nature of this Devon & Cornwall 1 Supplemental Tender Exercise. However, Applicant Organisations are reminded that they must be able to demonstrate supervision is effective and in all other respects Supervisor requirements remain unchanged from the draft Duty Provider Contract as published.



## **Essential Requirements: Assessment**

- 4.17 Applicant Organisations who do not declare that they will meet the Essential Requirements will be unsuccessful and their Tender will be rejected.
- 4.18 The declaration will be checked against the following information in the Applicant Organisation's Tender:
- where an Applicant Organisation has provided Office details in the 'Access Point Information' at Section A of its Access Point Bid(s), the LAA will check that this is in a Qualifying Office Location; and
  - the LAA will check the 'Staff Information' at Section B of an Applicant Organisation's Access Point Bid(s) to ensure that Supervisor will be Deployed in the Access Point.

Where there is any conflict between the information, answers or responses submitted as part of the Tender, the conflict will be resolved by accepting the information, answers or responses least favourable to the Applicant Organisation. This may mean rejection of a Tender or Access Point Bid.

### *Office Arrangements*

- 4.19 The Essential Criterion relating to Office location can only be met by Applicant Organisations as the requirement to have an Office in the Procurement Area rests with them as Duty Provider Contract holders.

## SECTION 5: AWARD CRITERIA

### Overview

- 5.1 Award Criteria (see detailed wording at Annex C) will be used to determine which Applicant Organisations in an Access Point will be awarded Contract Work in that Access Point.
- 5.2 Award Criteria will assess Applicant Organisations against four main areas:
- Management Team
  - Delivery Team and Recruitment
  - Implementation and Delivery
  - Flexibility
- 5.3 Applicant Organisations are reminded that responses to Award Criteria questions will form part of their Delivery Plan attached to the Contract Schedule where they are successful.
- 5.4 An Applicant Organisation must ensure that its Access Point Bid contains all the information which it wishes the LAA to consider in the assessment of that Access Point Bid (see paragraph 5.15). Previous Bidders must ensure that their Access Point Bid response relates specifically to the additional Contract Work being procured under this Devon & Cornwall 1 Supplemental Tender Exercise.
- 5.5 The LAA recognises that it is common for bidders in this sector to engage consultants to assist them with putting together their Tenders, particularly in drafting free text answers such as those required in the Award Criteria. In the LAA's experience this risks an Applicant Organisation's response not being specific to its own position. In past procurement exercises a number of generic, template or substantially similar responses have been received from different Applicant Organisations.
- 5.6 The LAA requires Applicant Organisations to give their **own** response in their Tenders that is specific to the Access Point in which they are bidding. Applicant Organisations that submit generic responses risk being awarded lower scores against those responses and consequently prejudice their chances of being awarded Contract Work. This is because a response which does not clearly demonstrate that it is specific to the Applicant Organisation concerned will give the LAA a lower degree of confidence in that response.

### *Management Team*

- 5.7 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.
- 5.8 Higher scores will be awarded where the Applicant Organisation can evidence that it will have a capable Management Team with a clearly defined approach to Managing

the delivery of Contract Work in accordance with the Duty Provider Contract from the Service Commencement Date.

#### *Delivery Team and Recruitment*

- 5.9 This section assesses the Applicant Organisation's readiness to deliver Contract Work. Higher scores will be awarded where the Applicant Organisation is able to demonstrate that it will be in a position to commence delivery of the service in the Access Point as required by having the necessary staff resources in place from the Service Commencement Date.

#### *Implementation and Delivery*

- 5.10 This section assesses the Applicant Organisation's plan for delivering Contract Work in the Access Point. Higher scores will be awarded where the Applicant Organisation can evidence that it has clear, well developed plans that will ensure that services will be delivered effectively and sustainably in the Access Point from the Service Commencement Date. Conversely, fewer marks will be awarded to Applicant Organisations where the plans are lacking in detail or are not yet finalised.

#### *Flexibility*

- 5.11 This section examines the flexibility of the Applicant Organisation in the context of both routine fluctuations and sustained increases in the volume of Contract Work. Higher scores will be awarded where the Applicant Organisation is able to demonstrate that, from the Service Commencement Date, it will be able to manage fluctuations and sustained increases in Contract Work volumes under the Duty Provider Contract in the Access Point.

## Award Criteria Assessment

5.12 Detail of scoring and weighting for each question is set out at Annex C. All questions will be given a score of 0-5 based on the scoring criteria set out at Table A below.

**Table A**

Score (0-5)	Scoring Criteria
<b>0</b>	<b>Very Poor:</b> The following is indicative of factors that would lead to a score of 0: <ul style="list-style-type: none"> <li>The Applicant Organisation fails to respond to the criterion or there is substantial failure to properly address any issues/areas listed in the criteria</li> </ul>
<b>1</b>	<b>Poor:</b> The following is indicative of factors that would lead to a score of 1: <ul style="list-style-type: none"> <li>Little or no detail provided to answer the criterion or a generic or vague response is provided making no reference to the specific issues/areas listed in the criterion</li> <li>The response provided requires the reviewer to make assumptions</li> <li>The response provides confused and/or contradictory information in relation to other responses</li> </ul>
<b>2</b>	<b>Fair:</b> The following is indicative of factors that would lead to a score of 2: <ul style="list-style-type: none"> <li>The response engages with the criterion but does not specifically address all issues/areas listed in the criterion</li> <li>The Applicant Organisation provides limited evidence/information indicating how it meets the criterion</li> </ul>
<b>3</b>	<b>Good:</b> The following is indicative of factors that would lead to a score of 3: <ul style="list-style-type: none"> <li>The response addresses all issues/areas listed in the criterion</li> <li>The Applicant Organisation provides some evidence/information how it meets the criterion</li> <li>The response provides information consistent with that provided in relation to other responses</li> </ul>
<b>4</b>	<b>Very Good:</b> The following is indicative of factors that would lead to a score of 4: <ul style="list-style-type: none"> <li>The response addresses all issues/areas listed in the criterion with a high level of detail</li> <li>The Applicant Organisation provides a good level of evidence/information indicating how it meets the criterion</li> <li>The response provides consistent information in relation to other responses</li> </ul>
<b>5</b>	<b>Excellent:</b> The following is indicative of factors that would lead to a score of 5: <ul style="list-style-type: none"> <li>The response addresses all issues/areas listed in the criterion in a comprehensive manner</li> <li>The Applicant Organisation provides high quality, detailed evidence/information indicating how it meets the criterion</li> <li>The response provides consistent information in relation to other responses</li> </ul>

5.13 Please note that each section attracts a different weighting as do the questions within each section. For example, see Table B below: section X is weighted as 15% out of the possible 100% Award Criteria score. There are three questions in section X each weighted 30%, 50% and 20% respectively.

**Table B**

	<b>Weighting</b>	<b>Score</b>	<b>Weighted Score</b>
Question 1	30%	4/5	24%
Question 2	50%	3/5	30%
Question 3	20%	5/5	20%
<b>Total for section</b>			<b>74%</b>
<b>Total out of 15%</b>			<b>11%</b>

- 5.14 The LAA will assess responses from shortlisted Applicant Organisations to all the Award Criteria within each Access Point.
- 5.15 Each Access Point Bid will be assessed separately. The Applicant Organisation cannot rely on information given in response to other Access Point Bids that it may have submitted or any Mainstream Exercise tender. When assessing the responses, the LAA will take into account all information given in the text boxes for that question. Some questions require an answer which includes several different elements. If information is incomplete or does not address all elements required by the question, this will be reflected in the score given.
- 5.16 The LAA will also take into account information submitted in the rest of an Applicant Organisation's Access Point Bid (e.g. staff information). If contradictory information is given between answers to Award Criteria questions and other parts of its Access Point Bid, the Applicant Organisation will score lower points for the relevant Award Criteria question in the affected Access Point Bid (e.g. lower points would be awarded where in response to an Award Criteria question an Applicant Organisation makes reference to Employing a particular individual as a Supervisor and that individual is not named in its staff information).

## Ranking

- 5.17 Once all Access Point Bids have been assessed, they will be ranked within each Access Point according to the overall scores.
- 5.18 Contract Work will be awarded to the four top ranked Applicant Organisations in each Access Point. Should less viable Tenders be received in any Access Point we will award an equal share of the available Contract Work to each viable Access Point Bid.
- 5.19 If following assessment of Award Criteria responses Applicant Organisations are tied and as a result the LAA is unable to award the four contracts, the LAA will review responses to questions in Section C of the Technical Envelope as this is the highest weighted section. If it cannot distinguish based on the overall percentage score for this section, it will review scores for questions C1 and C2. Those Applicant Organisations with the highest combined score to these questions will be awarded a contract. In the

event that the LAA still cannot distinguish it will review scores for question C3 and those tied Applicant Organisations with the highest score to this question will be awarded a contract.

- 5.20 In the event that the LAA is still unable to distinguish between tied Applicant Organisations based on these questions because too many remain tied, the LAA will select on a random basis. The method of the random selection used will be capable of validation to ensure Applicant Organisations are selected on a random basis.
- 5.21 All Applicant Organisations will be notified of the outcome through the relevant eTendering message board. Notifications to Applicant Organisations will include confirmation of whether the LAA is awarding a Duty Provider Contract and details of our assessment of their Access Point Bid.
- 5.22 There is no right of internal appeal where Applicant Organisations have been unsuccessful following the assessment of Award Criteria.

## SECTION 6: CONTRACT AWARD AND MOBILISATION

- 6.1 Successful Applicant Organisations will be awarded a Duty Provider Contract requiring them to deliver Contract Work in the Access Points in which their Bid(s) have been successful. An Applicant Organisation must accept the entire contract offer made to it including any offer made under the Mainstream Exercise. 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 one of the Access Points that it has been successful in.
- 6.2 Where an Applicant Organisation is awarded a Duty Provider Contract it will be subject to a verification process. The verification process is set out below. This process covers both the Applicant Organisation's Duty Provider Contract and its Own Client Contract. Previous Bidders will be subject to the verification procedures set out in the Mainstream Exercise Information For Applicants document.

### Information to be submitted before the Contract Start Date

- 6.3 In advance of issuing contract documentation successful Applicant Organisations must evidence the following by the Contract Start Date (anticipated to be week commencing 19 October 2015):

What will we verify?	Evidence requested
Hold appropriate authorisation from a relevant legal sector regulator	Confirmation of authorisation from a relevant legal sector regulator
Hold a Relevant Quality Standard	Confirmation from a Relevant Quality Standard auditing organisation that the Applicant Organisation has achieved the appropriate standard as set out at paragraph 4.7 of this IFA
Can identify an Office in a Qualifying Office Location	Confirmation of address and postcode
Each Office has a LAA Account Number (to enable to production of contract documentation etc)	Where required; completed AC1 form received plus all required information, such as confirmation professional indemnity insurance is in place
Applicant Organisations with limited liabilities have provided appropriate indemnities	Properly completed indemnity form

- 6.4 Requests for this evidence will be sent to Applicant Organisations at the same time as they are notified that their Tender has been successful in October 2015, and they will be required to provide this information before the Contract Start Date.

#### *Failure to verify*

- 6.5 If an Applicant Organisation fails to provide the required and/or satisfactory information by the deadline requested, its contract offer will be withdrawn and the contract will be awarded to the next highest ranked Applicant Organisation in the relevant Access Point(s). Where the requirement is at Applicant Organisation level (e.g. holding appropriate authorisation) the entire Duty Provider Contract offer will be withdrawn, including the offer as it relates to all Access Point Bids.

#### **Issuing of contract documentation**

- 6.6 Where Applicant Organisations are able to satisfactorily validate their Tender through the above process, they will be notified that their contract documentation is available to view and execute online.
- 6.7 Applicant Organisations will be required to execute both their Own Client and Duty Provider Contracts at the same time. The Duty Provider Contract is contingent on holding the Own Client Contract. Therefore, if an Applicant Organisation does not execute the Own Client Contract offer any Duty Provider Contract that has been executed will be terminated for failure to hold the Own Client Contract.
- 6.8 Contract documentation will be issued and executed electronically in the LAA's Controlled Work and Administration ("CWA") system. Successful Applicant Organisation(s) will need to access this system to execute their Contracts by clicking the "Accept Contract" button within the system. By doing this, a successful Applicant Organisation agrees to be bound by the terms of the Contract for Signature and corresponding Schedule(s), the Standard Terms and the other documents which are attached to the contract.
- 6.9 In order to execute their contract an Applicant Organisation must have been set up on the LAA systems and issued with an LAA Account Number for each Office. Therefore, Applicant Organisations with new Offices must ensure that they complete and return their AC1 and supporting documentation in time to allow this to happen. Where relevant, the AC1 form and supporting documentation will be requested in October 2015 alongside the notification that Applicant Organisations have been successful.
- 6.10 In addition, an Applicant Organisation must have set up designated signatories on CWA before it can execute the contract. Guidance on how to do this will be provided.



## Information to be submitted before the Service Commencement Date

- 6.11 Applicant Organisations will be required to verify remaining Own Client and Duty Provider Contract Criteria one month before the Service Commencement Date (i.e. by 11 December 2015) and their contracts will be conditional on satisfying verification.
- 6.12 Requests for verification of this information will be sent to Applicant Organisations at the same time as they are notified that their Tender has been successful. It is currently anticipated that these requests in respect of this Tender opportunity will be issued in October 2015.
- 6.13 Set out below is the information Applicant Organisations will be required to verify one month before the Service Commencement Date (by 11 December 2015) in relation to their Own Client and Duty Provider Contracts: Previous Bidders will be subject to the verification procedures set out in the Mainstream Exercise Information For Applicants document.

### Office requirements

Contract	What will we verify?	Evidence requested
Duty Provider Contract	Where required, that an Office in a Qualifying Office Location will be set up and operational	Written agreement to use an Office in a Qualifying Office Location (e.g. lease arrangement)

### Supervisor requirements

Contract	What will we verify?	Evidence requested
Own Client Contract	Applicant Organisation Employs a FTE Supervisor that meets the Crime Supervisor Standard	Compliant Supervisor Declaration Form(s)
Duty Provider Contract	Applicant Organisation Employs at least one Supervisor who will be Deployed to supervise the undertaking of Contract Work in the Access Point	Compliant Supervisor Declaration Form(s) for each Procurement Area  Contract(s) of employment/Signed Engagement Agreement(s) to Employ
<b>PRISON LAW ONLY (where an Applicant Organisation indicated in its Own Client Contract that it intended to undertake this work)</b>		

Own Client Contract	Applicant Organisation Employs a Supervisor that meets the Prison Law Supervisor Standard	Compliant Prison Law Supervisor Declaration Form(s)
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#### IT requirements

Own Client Contract/Duty Provider Contract	Secure email account set up	Confirmation of email address
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### **Mobilisation of Duty Provider Contracts**

6.14 The LAA Contract Management team will seek to verify the commitments made by Applicant Organisations in their Tender for Duty Provider Contract Work and will monitor successful Applicant Organisations' progress during the Mobilisation Period to ensure that they are able to deliver the service under the terms of the contract from the Service Commencement Date (11 January 2016).

6.15 As a minimum the Contract Management team will monitor the following information during the Mobilisation Period. Specific information requested will depend on the Applicant Organisation's circumstances:

<b>What will we monitor</b>	<b>How</b>
Confirmation that responses provided in the Qualification Envelope of the Devon & Cornwall 1 ITT and Access Point ITT(s) remain valid	Monitored via site visits and other methods as appropriate and will include, for example:  Confirmation that Named Individuals are/will be Employed by the Applicant Organisation (or where relevant its Delivery Partners)
Confirmation that responses provided to Award Criteria questions remain valid.  Applicant Organisation is on course to meet the commitments given in its responses to Award Criteria questions	Regular reviews against milestones provided in Award Criteria responses in respect of Delivery Team & Recruitment and Implementation & Delivery

#### LAA Mobilisation Check

6.16 One month before the Service Commencement Date the LAA will undertake a review of all Applicant Organisations to confirm the outstanding position in respect of verification and mobilisation to determine whether the Applicant Organisation will be in a position to commence work in accordance with their contract.

- 6.17 The LAA reserves the right to terminate the relevant Schedule(s) of an Applicant Organisation's Duty Provider Contract where it is not able to verify information required. This is to provide assurance that services will be in place from the Service Commencement Date.

*Failure to verify Own Client Criteria*

- 6.18 Where an Applicant Organisation fails to verify its Own Client Contract by the Service Commencement Date, the contract will be terminated. As the Duty Provider Contract is contingent on holding the Own Client Contract this will also result in the termination of the Duty Provider Contract.

**Substitution of Delivery Partners following contract award**

- 6.19 The procurement process and the terms of the Duty Provider Contract require that agreements with Delivery Partners have a minimum term of one year from the Contract Start Date.
- 6.20 However, the Duty Provider Contract Standard Terms allow for the LAA to agree to a substitution of Delivery Partners during the contract term. This allows for some flexibility during the contract term to allow for unanticipated events. The LAA is, however, under no obligation to agree to any changes proposed and will need to be satisfied that any amendments during the contract term do not materially affect the service provided or, if the Tender had been submitted on this basis, it would have adversely affected the decision to award the Contract. See clauses 3.22 to 3.24 of the Standard Terms for further details.

## **SECTION 7: RULES OF THIS DEVON & CORNWALL 1 SUPPLEMENTAL TENDER EXERCISE**

- 7.1 'Legal services' are classified as 'Part B' services to which the Public Contracts Regulations 2006 (the "Regulations") only apply in part. The LAA is not bound by any of the Regulations except those which specifically apply to Part B services. Accordingly the following rules apply.
- 7.2 The Devon & Cornwall 1 Supplemental Tender Exercise is governed by this IFA which represents a complete statement of the rules of the Devon & Cornwall 1 Supplemental Tender Exercise. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral.
- 7.3 The Applicant Organisation agrees to the rules of the Devon & Cornwall 1 Supplemental Tender Exercise (contained in this Section 7 and elsewhere in this IFA), the terms of the user agreement governing the use of the LAA eTendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant Organisation fails to meet the rules of the Devon & Cornwall 1 Supplemental Tender Exercise and/or the terms of the user agreement, the LAA will assess the Applicant Organisation's Tender as unsuccessful.
- 7.4 The Applicant Organisation must submit a complete Tender (in accordance with paragraph 3.2) by the Deadline. For the purposes of the Deadline, the time specified on the eTendering system shall be the definitive time. A Tender will be unsuccessful if it is submitted by the Applicant Organisation after the Deadline. The LAA will not consider (1) any requests by the Applicant Organisation to amend or submit the Tender after the Deadline or (2) any requests by the Applicant Organisation for an extension of the time or date fixed for the submission of the Tender. The Applicant Organisation accepts all responsibility for ensuring all parts of its Tender are submitted through the eTendering system by the Deadline.
- 7.5 The Applicant Organisation must fill in and submit its complete Tender (see paragraph 3.2) using the eTendering system at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will not consider any Tender submitted by the Applicant Organisation in any other form, or by any other method.
- 7.6 A Tender must be authorised by the Applicant Organisation's COLP (or proposed COLP) or, where not regulated by the SRA, the intended Head of Legal Practice.
- 7.7 For a Tender to be complete, the Applicant Organisation must, prior to the Deadline, submit a complete response to this Devon & Cornwall 1 Supplemental Tender Exercise. To constitute a complete Tender the Applicant Organisation must reply to all the questions in the Tender, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information.
- 7.8 The Applicant Organisation may amend and re-submit its Tender at any time up to the Deadline. If so amended and re-submitted by the Applicant Organisation, only the latest Tender submitted by an Applicant Organisation prior to the Deadline will be visible to the LAA.
- 7.9 It is the Applicant Organisation's responsibility to ensure that its Tender is fully and accurately completed. The Applicant Organisation must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.

- 7.10 The Applicant Organisation is not permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 7.11 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the Devon & Cornwall 1 Supplemental Tender Exercise, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant Organisation. For the avoidance of doubt, in these circumstances, the LAA will not contact the Applicant Organisation.
- 7.12 The LAA reserves the right to amend the Devon & Cornwall 1 Supplemental Tender Exercise (including the IFA and ITTs) at any time. Any notices of amendments will be published on the LAA website:  
<https://www.gov.uk/government/publications/legal-aid-crime-tender-2015>  
and all Applicant Organisations that have been invited to participate will be notified individually through a message in the eTendering system.
- 7.13 A Tender submitted by an Applicant Organisation, which does not comply with any amendments made in accordance with 7.12 before the Deadline will be rejected.
- 7.14 It is the Applicant Organisation's responsibility to monitor messages received through the eTendering system throughout the process and the LAA accepts no liability where this is not done. All communication with Applicant Organisations through the eTendering system, including that outlined in 7.12 will be deemed to have been received by the Applicant Organisation at the time of transmission in the eTendering system. The time specified in the eTendering system shall be the definitive time.
- 7.15 Any Frequently Asked Questions published on the LAA website in accordance with this IFA will form part of the tender documentation. Applicant Organisations should ensure that prior to submitting a Tender they consider the relevant Frequently Asked Questions documents published.
- 7.16 The LAA may at its sole discretion seek to clarify or verify the Applicant Organisation's Tender. In these circumstances, the LAA will not take into account any information provided that would result in an improvement to the Applicant Organisation's Tender.
- 7.17 Where the LAA contacts the Applicant Organisation in circumstances outlined in 7.16, the Applicant Organisation must provide the information requested by the date specified by the LAA. Any information provided by the Applicant Organisation after the specified date will not be taken into account by the LAA when evaluating the Applicant Organisation's Tender.
- 7.18 The LAA reserves the right at its absolute discretion to disqualify from the procurement process any Applicant Organisation for submitting (regardless of whether done intentionally or not):
- (i) false information; and/or
  - (ii) information which misrepresents the Applicant Organisation's actual position; and/or
  - (iii) misleading information
- 7.19 The Applicant Organisation, by submitting a Tender, warrants to the LAA that:

- (i) it has complied with all the rules and instructions in this IFA and the eTendering system in all respects; and
  - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant Organisation are true, complete and accurate in all respects.
- 7.20 If the LAA receives information to suggest that any aspect of the Applicant Organisation's Tender is false, misleading or incorrect in any material way it will undertake such enquiries as it considers necessary in relation to the Applicant Organisation or its Tender to determine the accuracy of the Tender responses. The Applicant Organisation is obliged to assist with any enquiries. Should the LAA find any part of the Tender to be incorrect the LAA reserves the right to disqualify the Applicant Organisation from the Devon & Cornwall 1 Supplemental Tender Exercise.
- 7.21 After assessment of a Tender is complete, the LAA will retain copies of the Tender for such time as it considers reasonable to satisfy the LAA's audit obligations and for any associated contract management purposes.
- 7.22 The LAA has the right to suspend or cancel the Devon & Cornwall 1 Supplemental Tender Exercise in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 7.23 The Applicant Organisation agrees to keep any Tender valid and capable of acceptance by LAA up to the Service Commencement Date.
- 7.24 The Applicant Organisation is solely responsible for the costs and expenses incurred in connection with the preparation and submission of a Tender or associated with any cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs.
- 7.25 By submitting a Tender Applicant Organisations agree to enter into the Duty Provider Contract without further negotiation or amendment should they be successful in this Devon & Cornwall 1 Supplemental Tender Exercise.
- 7.26 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based.
- 7.27 All information supplied by the LAA to the Applicant Organisation, including that within the IFA, is subject to that Applicant Organisation's own due diligence. The LAA accepts no liability to the Applicant Organisation whatsoever resulting from the use of the IFA, or any omissions from or deficiencies in them.
- 7.28 Without prejudice to any warranties given, these Rules of the Devon & Cornwall 1 Supplemental Tender Exercise do not form a separate collateral contract between the Applicant Organisation and the LAA. The relevant parts of the Applicant Organisation's Tender may form part of any contract subsequently awarded.
- 7.29 If there is a change in circumstances that results in a material change to the Applicant Organisation's submitted Tender, the Applicant Organisation must inform

the LAA through the eTendering system. In such circumstances (other than those set out in paragraph 2.26), the LAA will conduct a re-assessment to ensure the bid is not adversely impacted. If upon re-assessment, the Applicant Organisation's Tender is deemed to be unsuccessful or any conditions of contract award are not met, the LAA will not proceed with any decision made to award the Duty Provider Contract. Failure to notify the LAA of a material change may result in disqualification from the procurement process (see paragraph 7.20).

- 7.30 The LAA reserves the right, prior to any execution of a Duty Provider Contract, to carry out further due diligence checks. Where, as part of any due diligence, an Applicant Organisation is found not to comply with any material elements of its Tender, the LAA will not proceed with any decision made to award Duty Provider Contract.
- 7.31 The LAA reserves the right to place additional contractual conditions on the award of a Duty Provider Contract to an individual Applicant Organisation.
- 7.32 The Applicant Organisation (including its employees, Key Personnel and agents) must not;
- (a) canvass any officers, employees, agents or advisers of the LAA in connection with this procurement process; or
  - (b) offer or agree to pay or give any sum of money, inducement or valuable consideration (directly or indirectly) to any person for doing or having done or causing or having caused to be done in relation to this IFA, any act or omission.
- 7.33 The Applicant Organisation must not collude with any other person or organisation in any way, in this procurement process. For the purpose of this rule, "collude" means the conspiring of the Applicant Organisation with any other person or organisation to breach the rules of this procurement process.
- 7.34 The award of a Duty Provider Contract does not guarantee any minimum amount of work.
- 7.35 In submitting its Tender, the Applicant Organisation further acknowledges that the Devon & Cornwall 1 Supplemental Tender Exercise is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct of the LAA for example, but not limited to, its treatment of Applicant Organisations, assessment of tenders or related processes can be relied upon by the Applicant Organisation as setting any precedent for the LAA's conduct in respect of this Devon & Cornwall 1 Supplemental Tender Exercise.
- 7.36 All intellectual property rights in the IFA and associated documents, the 2015 Duty Provider Crime Contract and any associated documents are and shall remain the LAA's property.

### ***Confidentiality and Freedom of Information Act 2000***

- 7.37 The LAA may share any information contained in an Applicant Organisation's Tender with the provider of the eTendering system for the purposes of administering the Overarching Procurement Process.

- 7.38 The Applicant Organisation should note that under the Freedom of Information Act 2000 (the "FOIA") the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the Devon & Cornwall 1 Supplemental Tender Exercise. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 7.39 If an Applicant Organisation is concerned about possible disclosure it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant Organisation must familiarise itself with the Information Commissioner's current position on the disclosure and non disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 7.40 The Applicant Organisation must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant Organisation as confidential will not be disclosed where the public interest favours disclosure pursuant to our obligations under FOIA.
- 7.41 The LAA will publish details of all contract awards in accordance with government transparency standards.
- 7.42 The LAA, will collect, hold and use personal data obtained from and about the Applicant Organisation and its Key Personnel during the course of the Devon & Cornwall 1 Supplemental Tender Exercise ("Personal Data").
- 7.43 By submitting a Tender Applicant Organisations consent and confirm they have obtained all necessary consents to such Personal Data being collected, held and used in accordance with and for the purposes of administering the Devon & Cornwall 1 Supplemental Tender Exercise as contemplated by the IFA and for contract management of any contract subsequently awarded.
- 7.44 The Applicant Organisation warrants, on a continuing basis, that it has:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Regulations (which means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner);and
  - (b) otherwise fully complied with all of its obligations under the Data Protection Regulations, in order to disclose to the LAA the Personal Data, and allow the LAA to carry out the Devon & Cornwall 1 Supplemental Tender Exercise. The Applicant Organisation shall immediately notify the LAA if any of the consents is revoked or changed in any way which impacts on the LAA's rights or obligations in relation to such Personal Data.
- 7.45 Applicant Organisations wishing to provide Contract Work within Wales must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language



(Wales) Measure 2011 and any other statutory instruments which come into force from time to time under the Welsh Language Act 1993.

- 7.46 This IFA and any supplementary documents issued as part of this Devon & Cornwall 1 Supplemental Tender Exercise (including the ITTs) are governed and construed in accordance with English Law.

### **Copyright**

- 7.47 The information contained in this IFA is subject to Crown copyright 2015. You may re-use this document/publication (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0 To view this licence, visit:  
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or write to the Information policy team, The National Archives, Kew, London, TW9 4DU, or email: [psi@nationalarchives.gsi.gov.uk](mailto:psi@nationalarchives.gsi.gov.uk).
- 7.48 When you use this information under the Open Government Licence V3.0, you should include the following attribution: Procurement of Criminal Legal Aid Services: Devon & Cornwall 1 Supplemental Tender Exercise Information For Applicants, Legal Aid Agency, August 2015, Licenced under the Open Government Licence v3.0.

### **Information Sharing**

- 7.49 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice. For these purposes, the LAA may disclose within Government any of the Applicant Organisation's documentation/information (including any that the Applicant Organisation considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Applicant Organisation to the LAA during this Devon & Cornwall 1 Supplemental Tender Exercise. The information will not be disclosed outside Government pursuant to this clause. Applicant Organisations taking part in this Devon & Cornwall 1 Supplemental Tender Exercise consent to these terms as part of the Devon & Cornwall 1 Supplemental Tender Exercise.

## **Annex A: Access Point Contract Information and Case Volume Data**

**Table 1: Access Point Contract Information**

<b>ITT Ref</b>	<b>Procurement Area (including former names)</b>	<b>Maximum No. of Contracts to be awarded</b>	<b>Estimated number of Police Station Cases per contract per annum</b>	<b>Estimated number of Magistrate Courts Cases per contract per annum</b>	<b>Estimated number of Crown Courts Cases per contract per annum</b>	<b>Anticipated Contract Value</b>
ITT_415	BARNSTAPLE 1	4	64	46	10	£31,121
ITT_412	EXETER	4	158	116	25	£70,879
ITT_413	PLYMOUTH	4	180	149	28	£97,834
ITT_414	TORBAY	4	161	114	25	£75,790

### **Data Information**

The Access Points are part of the Procurement Area of Devon & Cornwall 1 and this Procurement Area is the same as set-out in 'Transforming Legal Aid - Next Steps: Government Response'.

The estimated case volumes and Anticipated Contract Values are based on April 2013 to March 2014 data. Police station volumes (and values) are estimated based on fee claims data received for duty work assigned a police station code. The volume of Magistrates' Court duty work in each Access Point is estimated based on the proportion of duty work arising in the police station in each Access Point, accounting for Magistrates' Court duty sessions. The volume of Crown Court duty work in each Access Point is estimated using the same method. The estimated volumes are rounded to the nearest whole case.

The total value of duty work is estimated using the same principles as for volume e.g. an assumption of how much work continues from police station work. The estimated total values are exclusive of VAT and disbursements and include an estimated fee reduction in each Access Point (17.5% average).

## **Annex B: Access Point Schemes and Qualifying Office Location Information**

**Table 1: Police Station and Court Duty Schemes within each Access Point.**

Outlined below are the Rules that apply to each Access Point and the Schemes covered within each:

<b>Access Point (including former names)</b>	<b>Police Station Duty Schemes within Access Point</b>	<b>Magistrates Court Duty Schemes within Access Point</b>
Barnstaple	Barnstaple	Barnstaple (North and West Devon)
Exeter	Exeter	Exeter
Plymouth	Plymouth	Plymouth
Torbay	Teignbridge	Teignbridge; and Torbay

**Table 2: Towns/ Cities within Qualifying Office Locations**

<b>Procurement Area</b>	<b>Towns/cities falling within the Procurement Area (not exhaustive)</b>
Avon & Somerset 1	Bridgwater, Bruton, Burnham-On-Sea, Castle Cary, Chard, Crewkerne, Frome, Glastonbury, Highbridge, Ilminster, Langport, Minehead, North Petherton, Shepton, Mallet, Somerton, Street, Taunton, Watchet, Wellington, Wells, Weston-super-Mare, Wincanton, Wiveliscombe, Yeovil
Devon & Cornwall 1	Ashburton, Axminster, Barnstaple, Bideford, Brixham, Buckfastleigh, Chagford, Chulmleigh, Crediton, Cullompton, Dartmouth, Dawlish, Exeter, Exmouth, Great Torrington, Hartland, Hatherleigh, Holsworthy, Honiton, Ilfracombe, Ivybridge, Kingsbridge, Lynton, Moretonhampstead, Newton Abbot, Northam, Okehampton, Paignton, Plymouth, Salcombe, Seaton, Sidmouth, South Molton, Tavistock, Teignmouth, Tiveton, Torquay, Totnes

Devon & Cornwall 2	Bodmin, Bude, Callington, Camborne, Camelford, Falmouth/Penryn, Fowey, Hayle, Helston, Launceston, Liskeard, Looe, Lostwithiel, Marazion, Newlyn, Newquay, Padstow, Penzance, Redruth, Saltash, St. Austell, St. Ives, St. Just, St. Mawes, Stratton, Torpoint, Truro, Wadebridge
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## **Annex C: ITT Questions & Assessment**

### **Devon & Cornwall 1 ITT**

#### **Section A- Organisation Information**

<b>No.</b>	<b>Question</b>	<b>Response options</b>
Note	Applicant Organisations must ensure that they complete and submit at least one Access Point ITT in addition to this Devon & Cornwall 1 ITT	N/a
Note	Where the Applicant Organisation submitted a number of Tenders for an Own Client Contract, it must respond to this procurement opportunity from the relevant eTendering system registration(s). The registration(s) used must be for the entity/ies that it intends to hold a Duty Provider Contract as. For more information see section 2 of the IFA.  Previous Bidders must tender as the same entity that submitted a tender under the Mainstream Exercise to deliver Contract Work in the Devon & Cornwall 1 Procurement Area.	N/a
A.1.	Full name of Applicant Organisation	Free text
Note	Please give the details of the person completing this Tender:	N/a
A.2.a	Name	Free text
A.2.b	Job title	Free text
A.2.c	Telephone number	Free text
A.2.d	Email address	Free text

#### **Section B – Declaration**

B.1	<p>I confirm that I am the COLP (or intend to be the COLP) or, where not regulated by the SRA, the intended Head of Legal Practice and am authorised to make this submission on behalf of the Applicant Organisation and that the answers submitted to this Devon &amp; Cornwall 1 ITT and all Access Point ITTs are correct. I understand that the information will be used in the process to assess the Applicant Organisation's Tender. I understand that the LAA may conduct verification checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.</p> <p>By signing this declaration in my capacity as COLP/Head of Legal Practice of the Applicant Organisation, I confirm that the Applicant Organisation will comply with the rules of this Devon &amp; Cornwall 1 Supplemental Tender Exercise as set out in section 7 of the IFA and elsewhere in this IFA, and that the Applicant Organisation will or does (as applicable) meet the requirements set out below.</p>	
	Name of COLP/Individual intending to be the COLP/where not regulated by the SRA, the intended Head of Legal Practice	Free Text
	Job title of COLP or individual intending to be COLP/where not regulated by the SRA, the intended Head of Legal Practice	Free Text

### Section C – New Bidder or Previous Bidder

C.1	<p>Have you previously submitted a tender to deliver Duty Provider Contract Work in the Devon &amp; Cornwall 1 Procurement Area under the Mainstream Exercise i.e. are you a <b>Previous Bidder</b>?</p> <p>If you answer “yes” you will be directed to respond to the Essential Criteria for Previous Bidders in section D.</p> <p>If you answer “no” you will be directed to respond to the Essential Criteria for New Bidders in Section E.</p>	Yes/No
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### Section D – Essential Criteria – Previous Bidders

D.1	Do you confirm that the Applicant Organisation:	Yes/No
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	<ol style="list-style-type: none"> <li>1. continues to meet the Essential Criteria as set out in your tender to deliver Duty Provider Contract Work across the entire Devon &amp; Cornwall 1 Procurement Area under the Mainstream Exercise; and</li> <li>2. This tender does not adversely affect any responses in your tender to deliver Duty Provider Contract Work across the entire Devon &amp; Cornwall 1 Procurement Area under the Mainstream Exercise.</li> </ol>	
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#### Section E – Essential Criteria - New Bidders

E.1	<p>Do you confirm that by the <b>Contract Start Date</b> the Applicant Organisation will:</p> <ul style="list-style-type: none"> <li>• meet the requirements of paragraph 4.7 of the IFA in relation to the Relevant Quality Standard; <b>and</b></li> <li>• have been granted appropriate authorisation by a relevant legal sector regulator; <b>and</b></li> <li>• be able to identify an Office address in a Qualifying Office Location for the Access Point in which it is tendering to deliver Contract Work in.</li> </ul> <p>Note: New Bidders who are tendering in all four Access Points are reminded that they must submit the required Financial Assessment Forms as an attachment to a message in a relevant ITT in the eTendering system before 12pm noon on Wednesday 23 September 2015.</p>	
E.2	<p>Do you confirm that by the <b>Service Commencement Date</b> the Applicant Organisation will Employ at least one Supervisor who will be Deployed to supervise the undertaking of Contract Work in the Access Point?</p>	

## Qualification Envelope – All Bidders.

### Section A – Access Point Information

Note	Applicant Organisations must ensure that they complete the Devon & Cornwall 1 ITT in addition to at least one Access Point ITT.	N/a
This section must be completed by the Applicant Organisation and requests information relating to its Office, staff and Delivery Partners (where applicable). For the avoidance of doubt Delivery Partners are not required to submit a separate Tender.		
A.1.a.	Please enter the address of your Office in a Qualifying Office Location for the Access Point in which you are tendering to deliver Contract Work in.  Where you do not currently have an Office in this Procurement Area please enter TBC	Free text
A.1.b.	Please enter the postcode of your Office in a Qualifying Office Location for the Access Point in which you are tendering to deliver Contract Work in.  Where you do not currently have an Office in this Procurement Area please enter TBC	Free text

### Section B – Staff Information

Note	Applicant Organisations must enter information relating to ALL staff members who will be Employed by the Applicant Organisation and who will be Deployed on Contract Work under the Duty Provider Contract in this Access Point.  Please note that staff members must comply with the definition of a Named Individual as set out in the Defined Terms (see Annex D of the IFA).  Where you currently have a vacancy, you MUST enter the information for the vacant post which you expect to fill.  For the avoidance of doubt you should NOT include administrative staff.	
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<b>B.1 Note</b>	In this section please give details of all members of the Applicant Organisation's <b>Management Team</b> who will be Managing the delivery of Contract Work under the Duty Provider Contract in the Access Point.	
<b>B.1.a.i</b>	Please enter your first member of the Management Team's full name (forename(s) and surname). If this post is currently vacant, please enter "Vacant" and answer all questions below in relation to what the individual will do and qualifications they will hold when the vacancy is filled.	Free Text Box
<b>B.1.a.ii</b>	Please enter this individual's job title	Free Text Box
<b>B.1.a.iii</b>	Who does this individual report to?	Free Text Box
<b>B.1.a.iv</b>	Please enter this individual's SRA Roll Number or Police Station Representative PIN. If this is not applicable to the individual or the post is vacant, please enter N/A.	Free Text Box
<b>B.1.a.v</b>	In addition to forming part of the Management Team; will this individual be Deployed as a Supervisor in this Access Point?	Yes/No
<b>B.1.a.vi</b>	In addition to forming part of the Management Team; will this individual be a Caseworker in this Access Point?  If you indicated this individual will be a Supervisor in this Access Point please do not answer Yes to this question.	Yes/No
<b>B.1.a.vii</b>	What level of qualification does this individual hold?	Options list: i) CLAS ii) PSQ iii) None of the above
<b>B.1.a.viii</b>	Will you Deploy a second member of the Management Team in this Access Point? If you indicate "Yes", you will be able to enter their details below	Yes/No
<p>Note – Where the Applicant Organisation indicates that they will Deploy a second member of the Management Team in the Access Point, they will then be required to enter the details set out at B.1.a.i to B.1.a.viii for that second member of the Management Team. They will then be asked to indicate whether they will Deploy a third member of the Management Team in the Access Point and give their details, and so on for up to 10 staff members. Where an Applicant Organisation indicates that they Deploy more than 10 members of the Management Team in this Access Point, they will be able to download a Management Team Additional Staff Information Form to give details of these additional staff members.</p>		

<b>B.2 Note</b>	<p>In this section please give details of all staff members who will be Employed by the Applicant Organisation and will be Deployed as a <b>Supervisor</b> in this Access Point.</p> <p>If you have already provided the details of a member of the Management Team who will also be a Supervisor you do not need to include them here.</p> <p><b>Supervisor Standards are set out at 2.1 – 2.13 of the Duty Provider Contract Specification</b></p>	
<b>B.2.a.i</b>	Will you Deploy Supervisors in addition to individuals named as part of the Management Team in this Access Point?	Yes (answer question B.2.a.ii) No
<b>B.2.a.ii</b>	Please enter your first Supervisor's full name (forename(s) and surname). If this post is currently vacant, please enter "Vacant" and answer all questions below in relation to what the individual will do and qualifications they will hold when the vacancy is filled.	Free Text Box
<b>B.2.a.iii</b>	Please enter this individual's job title	Free Text Box
<b>B.2.a.iv</b>	Who does this individual report to?	Free Text Box
<b>B.2.a.v</b>	Please enter this individual's SRA Roll Number or Police Station Representative PIN. If the post is vacant, please enter N/A.	Free Text Box
<b>B.2.a.vi</b>	Will you Deploy a second staff member as a Supervisor in this Access Point? If you indicate "Yes", you will be able to enter their details below.	Yes/ No
<p>Note - Where the Applicant Organisation indicates that they will Deploy a second staff member as a Supervisor in this Access Point, they will then be required to enter the details set out at B.2.a.i to B.2.a.vi for that second staff member. They will then be asked to indicate whether they will Deploy a third staff member as a Supervisor in the Access Point and give their details, and so on for up to 10 staff members. Where an Applicant Organisation indicates that they will Deploy more than 10 staff members as Supervisors in this Access Point, they will be able to download a Supervisor Additional Staff Information Form to give details of these additional staff members.</p>		
<b>B.3 Note</b>	<p>In this section please give details of all staff members who will be Employed by the Applicant Organisation and will be carrying out Contract Work under the Duty Provider Contract as a Caseworker in this Access Point.</p> <p>For the avoidance of doubt, details of Supervisors do not need to be repeated here.</p>	
<b>B.3.a.i</b>	Will you Employ Caseworkers in addition to individuals named as part of the Management Team in this Access Point?	Yes (answer question B.3.a.ii) No

<b>B.3.a.ii</b>	Please enter your first Caseworker's full name (forename(s) and surname). If this post is currently vacant, please enter "Vacant" and answer all questions below in relation to what the individual will do and qualifications they will hold when the vacancy is filled.	Free Text Box
<b>B.3.a.iii</b>	Please enter this individual's job title	Free Text Box
<b>B.3.a.iv</b>	Who does this individual report to?	Free Text Box
<b>B.3.a.v</b>	Please enter this individual's SRA Roll Number or Police Station Representative PIN. If this is not applicable to the individual or the post is vacant, please enter N/A.	Free Text Box
<b>B.3.a.vi</b>	What level of qualification does this individual hold?	Options list: i) CLAS ii) PSQ iii) None of the above
<b>B.3.a.vii</b>	Will you Employ a second staff member as a Caseworker in this Access Point? If you indicate "Yes", you will be able to enter their details below	Yes/No
<p>Note – Where the Applicant Organisation indicates that they will Employ a second staff member as a <b>Caseworker</b> in this Access Point, they will then be required to enter the details set out at B.3.a.i to B.3.a.vii for that second staff member. They will then be asked to indicate whether they will Employ a third staff member in this Access Point as a Caseworker and give their details, and so on for up to 15 staff members. Where an Applicant Organisation indicates that they employ more than 15 staff members as Caseworkers in this Access Point, they will be able to download a Caseworker Additional Staff Information Form to give details of these additional staff members.</p>		

### Section C: Delivery Partner Information

<b>C.1.</b>	Will you be using Delivery Partners to deliver Contract Work in this Access Point?	Yes/No
Where the Applicant Organisation indicates "Yes" in question C.1., they will then be able to give information about their first Delivery Partner		
<b>Section C.1. - First Delivery Partner Information</b>		
<b>C.1.a.i.</b>	Organisation name of first Delivery Partner	Free Text Box

<b>C.1.a.ii</b>	Please enter the first Delivery Partner's Own Client Contract ID Number (this can be found on the Delivery Partner's Own Client Contract notification letter). We require this information to verify that the proposed Delivery Partner is eligible to act in that capacity.	Numerical field
<b>C.1.a.iii</b>	Please enter the office address, including postcode, of your first Delivery Partner.	Free Text Box
<b>C.1.b.</b>	Will you be using a second Delivery Partner to deliver Contract Work in this Access Point? If you indicate "Yes", you will be required to enter their details below.	Yes/No
<p><b>Section C.2. - Second Delivery Partner Information</b></p> <p>Note – this section can only be completed where the Applicant Organisation has indicated in response to C.1.b that they will be using a second Delivery Partner in this Access Point.</p> <p>Question C.2.b. will ask the Applicant Organisation to indicate whether they will be using a third Delivery Partner. Where they answer “yes” to this question, they will be asked to complete Section C.3 to give information about that third Delivery Partner.</p>		

Technical Envelope. Award Criteria are set in sections A – D.

### Question weightings

#### Section A- Management Team (20%)

No.	Question	Rationale
<p>This section assesses the capability of the Applicant Organisation's Management Team to Manage the delivery of Contract Work. 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.</p> <p>Higher scores will be awarded where the Applicant Organisation can evidence that it will have a capable Management Team with a clearly defined approach to Managing the delivery of Contract Work in accordance with the Duty Provider Contract from the Service Commencement Date.</p> <p>Organisations who can illustrate their response with examples of previous experience are more likely to provide us with a higher level of confidence and achieve higher scores.</p>		
<b>A.1. (40%)</b>	<p>With reference to specific staff and their standing within the Applicant Organisation, please explain <b>how the Applicant Organisation's Management Team will ensure delivery of a quality service in this Access Point</b> from the Service Commencement Date and throughout the Duty Provider Contract term. This response should include:</p> <ul style="list-style-type: none"> <li>- How the Management Team will monitor the day-to-day performance of Contract Work in this Access Point to ensure it meets <b>quality standards and KPIs set out in the Duty Provider Contract</b>;</li> <li>- Evidence of <b>relevant experience</b> of the individual having successfully implemented similar practices previously;</li> </ul>	<p>This question is intended to assess the Applicant Organisation's <b>capacity and readiness to manage a quality service in this Access Point</b> throughout the life of the contract.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- provide the LAA with assurance <b>that the delivery of Contract Work will be consistently monitored to ensure that quality standards and KPIs are met</b>;</li> <li>- provide evidence that individuals in their Management Team have <b>experience of successfully Managing similar operations</b>;</li> <li>- will have a robust and practical system in place for <b>identification of any areas of poor performance including</b>: <ul style="list-style-type: none"> <li>-&gt; evaluation of staff performance</li> <li>-&gt; improving performance under the contract</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- A summary of the policy and process in place to <b>manage poor performance issues</b>;</li> <li>- Where applicable, this response should include how the Management Team will <b>manage its relationship with Delivery Partners</b> in this Access Point to ensure delivery of a high quality service; and</li> <li>- How the Management Team will ensure that Contract Work carried out by the Applicant Organisation and any Delivery Partners meets the standards required for peer review</li> </ul>	<ul style="list-style-type: none"> <li>-&gt; implementing corrective action arising from LAA audits or contract notices; and</li> <li>- where applicable, explain how they will take responsibility for ensuring the <b>quality of Contract Work undertaken by Delivery Partners</b>.</li> </ul>
<b>A.2. (20%)</b>	<p>With reference to specific staff and their standing within the Applicant Organisation, please explain what <b>the distribution of roles and responsibilities will be in the Applicant Organisation's Management Team</b> from the Service Commencement Date and throughout the Duty Provider Contract term. This explanation should cover all key roles and elements of the business. This response should include:</p> <ul style="list-style-type: none"> <li>- The full <b>name and areas of responsibility</b> of each member of the Management Team and the reasons <b>why they are suitable</b> to manage that aspect of the business;</li> <li>- The <b>process used to designate members of the Management Team</b>, and the procedures followed to ensure that the authorised role holders meet the requirements of legal sector regulators (e.g. COLP, COFA); and</li> <li>- The approach for <b>building and maintaining an effective Management Team</b>.</li> </ul>	<p>This question is intended to provide the LAA with an understanding of <b>how roles and responsibilities are assigned to members of the Management Team and assurance that all key aspects of Managing the contract have designated owners</b>.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- provide <b>assurance that all key elements of the business related to the delivery of Contract Work will be covered by the Management Team</b>;</li> <li>- provide assurance that the <b>members of the Management Team are selected on the basis of their suitability and credentials</b> for managing that specific area of business based on experience relevant to the work to be delivered in this Procurement Area; and</li> <li>- will have an effective succession or contingency plan in place to <b>ensure continuity of the Management Team</b>.</li> </ul>
<b>A.3. (40%)</b>	<p>With reference to specific staff and their standing within the Applicant Organisation, please explain <b>how the Applicant Organisation's Management Team will manage staff resources in this Access Point</b></p>	<p>This question is intended to provide the LAA with an understanding of <b>how the Management Team Manages all Caseworkers delivering Contract work on behalf of the Applicant Organisation</b>.</p>

	<p>from the Service Commencement Date and throughout the Duty Provider Contract term. This response should include:</p> <ul style="list-style-type: none"> <li>- A summary of <b>line-management procedures</b> in the Applicant Organisation;</li> <li>- How the Management Team will <b>assign and monitor the working patterns</b> of Caseworkers, Designated Fee Earners and Supervisors;</li> <li>- How the Management Team will manage the number of Caseworkers, Designated Fee Earners and Supervisors during <b>periods of staff absence</b>; and</li> <li>- A strategy for <b>motivating and retaining staff</b>.</li> </ul>	<p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- provide assurance that the Management Team <b>will oversee all Caseworkers, Designated Fee Earners and Supervisors and Manage them effectively</b>;</li> <li>- will have a robust <b>line-management system for staff</b>;</li> <li>- provide evidence of a realistic plan for <b>effectively Managing Caseworkers, Designated Fee Earners and Supervisors working shifts in the Access Point</b>;</li> <li>- provide a plan for Managing the number of Caseworkers, Designated Fee Earners and Supervisors during periods of staff absence; and</li> <li>- provide assurance that the Management Team will <b>motivate and retain staff</b>.</li> </ul>
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### Section B- Delivery Team & Recruitment (30%)

No.	Question	Rationale
	<p>This section assesses the Applicant Organisation's readiness to deliver Contract Work from the Service Commencement Date in this Access Point.</p> <p>Higher scores will be awarded where the Applicant Organisation is able to demonstrate that it will be in a position to commence delivery of the service in this Access Point as required by having the necessary staff resources in place from the Service Commencement Date.</p> <p>Organisations who can illustrate their response with examples of previous experience are more likely to provide us with a higher level of confidence and achieve higher scores</p>	

<p><b>B.1. (20%)</b></p>	<p>Please explain <b>the Applicant Organisation's staff recruitment and induction process</b>. The response should include (with timescales/milestones where applicable):</p> <ul style="list-style-type: none"> <li>- <b>plans to recruit</b> (if necessary) and induct staff who will be Deployed in this Access Point before the Service Commencement Date, including the number and qualification of Caseworkers, Designated Fee Earners and Supervisors to be recruited;</li> <li>- an overview of the Applicant Organisation's <b>succession plan to replace outgoing staff</b>; and</li> <li>- the full name and experience of the <b>person who will be responsible for induction and training of new staff</b> and why they are suitable.</li> </ul> <p>(Please note: All Applicant Organisations should answer this question irrespective of whether they have staff to recruit. Applicant Organisations with no staff to recruit should describe their general recruitment and induction processes).</p>	<p>This question is intended to provide the LAA with and understanding of the Applicant Organisation's <b>plans to recruit before the Service Commencement Date</b> in this Access Point as well as its <b>wider recruitment and induction process</b>.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>-give details of a <b>systematic and comprehensive process for recruitment and induction</b> of new staff in this Access Point ;</li> <li>- demonstrate a <b>realistic understanding of the recruitment needs of the organisation</b> in the run up to the Service Commencement Date;</li> <li>-have an <b>effective long-term succession planning strategy</b> to identify future staffing gaps and a plan to fill these;</li> <li>- will designate a <b>Named Individual with the right experience</b> to lead on the induction and training of new staff; and</li> <li>- <b>already have sufficient staff in place</b> to deliver Contract Work in this Access Point.</li> </ul>
<p><b>B.2. (27%)</b></p>	<p>Please explain <b>how the Applicant Organisation will identify the necessary skills and qualifications required to carry out Contract Work in this Access Point</b> from the Service Commencement Date and throughout the Duty Provider Contract term. This response should include:</p> <ul style="list-style-type: none"> <li>- Steps to be taken to <b>increase the number of appropriately qualified staff</b> in the Applicant Organisation, if necessary.</li> </ul>	<p>This question is intended to provide the LAA with assurance that the Applicant Organisation will have an <b>appropriate level of qualified staff in place to deliver Contract Work in this Access Point</b>.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- explain how they will ensure that they have an <b>appropriate level of qualified staff to effectively deliver Contract Work in this Access Point</b> ; and</li> </ul>



		- where appropriate, demonstrate what <b>steps will be taken to achieve the appropriate level of staff qualification.</b>
<b>B.3. (33%)</b>	<p>With reference to the staff information submitted in section B of the qualification envelope, please provide details of <b>the supervisory arrangements (including for any Delivery Partners) the Applicant Organisation will have in place in this Access Point</b> from the Service Commencement Date and throughout the Duty Provider Contract term. The response should include:</p> <ul style="list-style-type: none"> <li>-how the Applicant Organisation will <b>organise the supervision of Contract Work</b> both inside and outside the Office;</li> <li>-plans to <b>cover temporary Supervisor absence</b>;</li> <li>-details of the <b>experience of Supervisors</b> in supervising <b>high volumes</b> of work;</li> <li>-details of the <b>experience of Supervisors</b> in supervising <b>high case values</b>; and</li> <li>-details of the experience of Supervisors in <b>managing staff with differing levels of experience</b>, including trainees.</li> </ul>	<p>This question is intended to give the LAA confidence that the Applicant Organisation will <b>adequately supervise all Caseworkers –including Delivery Partners</b> - delivering the Contract Work in the Access Point.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- describe a workable plan to ensure <b>access to supervision</b> both inside and outside the office to cover all areas of Contract Work;</li> <li>- have plans in place to <b>cover temporary Supervisor absence</b>;</li> <li>- will Employ Supervisors with experience of supervising <b>high volumes of work</b>;</li> <li>- will Employ Supervisors with experience of supervising <b>high case values</b>; and</li> <li>- adopt supervisory procedures that <b>identify and take into account the supervisory needs of staff</b> with different levels of experience.</li> </ul>
<b>B.4. (20%)</b>	<p>Please demonstrate <b>how the training needs of individuals Deployed to undertake Contract Work in this Access Point will be identified and addressed</b> from the Service Commencement Date and throughout the Duty Provider Contract term. The response should include:</p> <ul style="list-style-type: none"> <li>- Plans for <b>longer term skills development of staff</b>; and</li> <li>- If the Applicant Organisation offers a <b>training contract for lawyers</b>, the training seats offered by the Applicant Organisation.</li> </ul>	<p>This question is intended to assess the Applicant Organisation's understanding of its skills base and its ability to identify and address the <b>training needs of staff</b>.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- have a <b>longer term vision of the training needs of their organisation</b> and have a plan for managing this;</li> </ul>

		-will have a plan in place to <b>continually improve the skills of staff</b> ; and  -can demonstrate their active promotion of the sustainability of the wider profession by <b>offering training contracts</b> .
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### Section C- Implementation & Delivery (40%)

No.	Question	Rationale
<p>This section assesses the Applicant Organisation's plan for delivering Contract Work in this Access Point.</p> <p>Higher scores will be awarded where the Applicant Organisation can evidence that it has clear, well developed plans that will ensure that services will be delivered effectively and sustainably in this Access Point from the Service Commencement Date. Conversely, fewer marks will be awarded to Applicant Organisations where the plans are lacking in detail or are not yet finalised.</p> <p>Organisations who can illustrate their response with examples of previous experience are more likely to provide us with a higher level of confidence and achieve higher scores</p>		
<b>C.1. (25%)</b>	<p>Please explain <b>how clients will be able to access the Applicant Organisation's services (including, where applicable, those of Delivery Partners)</b> from the Service Commencement Date and throughout the Duty Provider Contract term. This response should include:</p> <ul style="list-style-type: none"> <li>- how <b>clients will be able to access face-to-face advice</b>; and</li> <li>- how <b>client privacy and confidentiality</b> will be maintained at all times.</li> </ul>	<p>This question focuses on the extent to which <b>clients will be able to access the Applicant Organisation's services</b>. It also assesses the <b>suitability of the offices of Applicant Organisations and their Delivery Partners</b> for delivering Contract Work.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- can demonstrate how clients will have <b>access to the Applicant Organisation's services</b>;</li> <li>- have regular and formalised arrangements in place that <b>ensure that clients will know how to access the service</b>;</li> </ul>

		<ul style="list-style-type: none"> <li>- ensure that <b>clients can access services without delay or additional cost;</b> and</li> <li>- have measures in place to <b>maintain client privacy and confidentiality</b> at all times.</li> </ul>
<b>C.2. (25%)</b>	<p>Please explain <b>how the Applicant Organisation will ensure that Caseworkers, Designated Fee Earners and Supervisors (including Delivery Partners, where applicable) will be Deployed to effectively deliver all aspects of Contract Work</b> from the Service Commencement Date and throughout the Duty Provider Contract term. This response should include:</p> <ul style="list-style-type: none"> <li>- how Caseworkers, Designated Fee Earners and Supervisors (including Delivery Partners, where applicable) will <b>cover Duty Slots</b> at both magistrates' courts and police stations; and</li> </ul>	<p>This question is intended to give the LAA an understanding of how the Applicant Organisation will <b>ensure that all Duty Slots are covered and that this coverage is both effective and sustainable.</b></p> <p>Higher marks will be awarded to Applicant Organisations that efficiently Deploy Caseworkers (including Delivery Partners, where applicable) to <b>cover all required Duty Slots across the Access Point</b> at both magistrates' courts and police stations.</p>
<b>C.3. (15%)</b>	<p>Please explain <b>how Contract Work will be allocated to staff with the appropriate skills by the Applicant Organisation (including Delivery Partners, where applicable) in this Access Point</b> from the Service Commencement Date and throughout the Duty Provider Contract term.</p> <p>This response should include:</p> <ul style="list-style-type: none"> <li>- <b>how cases will be handled from the Defence Solicitor Call Centre (DSCC) and triaged</b> by the Applicant Organisation and how the Applicant Organisation ensures qualified staff provide quality services</li> </ul>	<p>This question is intended to give the LAA assurance that the Applicant Organisation will make <b>effective use of its staff resources</b> in allocating Contract Work.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- provide assurance that <b>cases will be triaged according to their complexity;</b> and</li> <li>- have a <b>business model that adequately considers the skills and qualifications of staff Deployed to cases.</b></li> </ul>

<p><b>C.4. (10%)</b></p>	<p>Please explain <b>how IT and digital technology will be used to support the delivery of Contract Work in this Access Point</b> from the Service Commencement Date and throughout the Duty Provider Contract term. This response should include:</p> <ul style="list-style-type: none"> <li>- how <b>digital technology is used or planned to be used to maximise efficiency and ensure that the Applicant Organisation can effectively interface with other CJS partners;</b></li> <li>- where applicable, how the Applicant Organisation will <b>procure the digital infrastructure necessary to deliver Contract Work;</b> and</li> <li>- how the Applicant Organisation will ensure <b>day-to-day and long-term data security</b> on all its IT and communications systems.</li> </ul>	<p>This question focuses on the ability of the Applicant Organisation to <b>effectively and securely deploy digital resources.</b></p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- will use digital technology to deliver a <b>more efficient and more effective service;</b></li> <li>- where applicable, have a realistic and cost-effective plan for <b>procuring the necessary digital infrastructure;</b> and</li> <li>- provide evidence of <b>cyber-secure practices</b> both inside and outside the Office, including at magistrates' courts and police stations.</li> </ul>
<p><b>C.5. (5%)</b></p>	<p>Please explain how the <b>Business Continuity Plan</b> that the Applicant Organisation will have in place from the Service Commencement Date and throughout the Duty Provider Contract term in this Access Point will <b>deal with internal and external disruptions</b> to the provision of Contract Work including (but not limited to) the following:</p> <ul style="list-style-type: none"> <li>- IT Failure;</li> <li>- Fire damage;</li> <li>- Flooding damage;</li> <li>- Severe transport disruption; and</li> <li>- Civil disturbance.</li> </ul>	<p>This question examines the <b>readiness of the Applicant Organisation for unanticipated disruption</b> to work, and ability to continue to deliver Contract Work in those circumstances.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- describe a <b>Business Continuity Plan that adequately takes into account the particular risks to delivery of Contract Work</b> relevant to the Access Point bid for.</li> </ul>
<p><b>C.6. (10%)</b></p>	<p>Please describe <b>the arrangements that the Applicant Organisation will have in place in this Access Point for the appointment and use of external experts and legal service providers (e.g. barristers)</b> from the</p>	<p>This question deals with <b>arrangements for appointing external experts</b> and the extent to which Applicant Organisations use their resources efficiently, including making best use of Legal Aid funds to obtain the best outcome for their client.</p>

	<p>Service Commencement Date and throughout the Duty Provider Contract term. The response should include</p> <ul style="list-style-type: none"> <li>- the Applicant Organisation's <b>method for selecting experts</b> with a view to obtaining a good quality service while obtaining best value for money for the taxpayer; and</li> <li>- how the Applicant Organisation would <b>evaluate service providers</b> to ensure that service delivery met or exceeded expectations.</li> </ul>	<p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- provide details of <b>due diligence</b> in selecting experts and legal service providers;</li> <li>- consider <b>value for money</b> in using public funds to appoint external experts and legal service providers; and</li> <li>- have a plan for ensuring that service providers <b>deliver a quality service</b>.</li> </ul>
<b>C.7. (10%)</b>	<p>Please explain <b>how the Applicant Organisation will understand and respond to the individual needs of clients</b> from the Service Commencement Date and throughout the Duty Provider Contract term. The response should include:</p> <ul style="list-style-type: none"> <li>- how the Applicant Organisation will serve clients with <b>Relevant Protected Characteristics and additional language requirements</b>; and</li> <li>- an explanation of the Applicant Organisation's policy and process for <b>dealing with complaints</b>.</li> </ul>	<p>This question is intended to give the LAA confidence that the Applicant Organisation has adequately identified and considered the individual needs of different types of clients.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- describe a <b>developed customer service policy</b> that takes into account the diversity, Relevant Protected Characteristics and additional language requirements of different categories of clients; and</li> <li>- provide an account of a clear and expedient <b>process for dealing with complaints</b>.</li> </ul>

#### Section D- Flexibility (10%)

No.	Question	Rationale
	This section examines the flexibility of the Applicant Organisation in the context of both routine fluctuations and sustained increases in the volume of Contract Work.	

<p>Higher scores will be awarded where the Applicant Organisation is able to demonstrate that, from the Service Commencement Date, it will be able to manage fluctuations and sustained increases in Contract Work volumes under the Duty Provider Contract in this Access Point.</p> <p>Organisations who can illustrate their response with examples of previous experience are more likely to provide us with a higher level of confidence and achieve higher scores</p>		
<p><b>D.1. (60%)</b></p>	<p>Please explain <b>how the Applicant Organisation will manage short-term fluctuations in the volume of Contract Work in this Access Point</b> from the Service Commencement Date and throughout the Duty Provider Contract term.</p> <p>This should cover short-term increases and decreases in demand at:</p> <ul style="list-style-type: none"> <li>- Police Stations;</li> <li>- Magistrates Courts; and</li> <li>- Crown Courts.</li> </ul>	<p>This question is intended to provide the LAA with assurance that the Applicant Organisation will be able to manage <b>predictable short-term peaks and troughs</b> in the volume of Contract Work across the Access Point During the Duty Provider Contract term.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- provide assurance that they will be able to maintain a <b>consistent level of quality</b> through normal short-term fluctuations in demand.</li> </ul>
<p><b>D.2. (40%)</b></p>	<p>Please explain <b>the Applicant Organisation's ability to expand the volume of Contract Work delivered under the Duty Provider Contract for a sustained period if necessary</b> from the Service Commencement Date and throughout the Duty Provider Contract term in this Access Point. The response should include:</p> <ul style="list-style-type: none"> <li>- the Applicant Organisation's <b>contingency plan for taking on further work</b>; and</li> <li>- any previous instances where staff to be Employed by the Applicant Organisation have taken on up to an <b>additional 50% of their regular volume of Contract Work for a sustained period</b>.</li> </ul>	<p>This question is intended to provide the LAA with an understanding of the Applicant Organisation's <b>ability to take on additional Contract Work</b> if required.</p> <p>Higher marks will be awarded to Applicant Organisations that:</p> <ul style="list-style-type: none"> <li>- have a <b>credible plan to meet the possible 50% increase in the volume of Contract Work</b> set out in the Duty Provider Contract, including <b>managing staff resources during 'peak' periods</b>; and</li> <li>- will Employ Caseworkers, Designated Fee Earners and Supervisors with <b>experience of having managed higher volumes of work for a sustained period</b>.</li> </ul>

#### **Annex D: Defined Terms in the IFA**

<b>Defined Term</b>	<b>Definition</b>
Access Point	A geographical area within the Devon & Cornwall 1 Procurement Area within which the LAA will procure services under the Devon & Cornwall 1 Supplemental Tender Exercise
Access Point ITT	The Invitation To Tender to hold a Schedule Authorisation in an Access Point
Access Point Bid	A response to an Access Point ITT
Agent	Another organisation that holds an Own Client Contract and which is engaged by you to undertake Contract Work in accordance with the provisions of the Duty Provider Contract
Anticipated Contract Value	The estimated annual value of Contract Work available under the Duty Provider Contract in an Access Point, as set out in Table 1 of Annex A
Appeals & Reviews	Work in respect of an appeal or review of a criminal conviction or sentence, and the making of an application to the Criminal Cases Review Commission (CCRC)
Applicant Organisation	A single legal entity tendering for a Duty Provider Crime Contract under this Devon & Cornwall 1 Supplemental Tender Exercise. This term has the same meaning as "Lead Contractor" in the government's response to consultation "Transforming Legal Aid: Next Steps" published in February 2014
Associated Civil Work	Legal Help and civil Legal Representation in actual or proposed proceedings:  (a) for judicial review (including proceedings under the Human Rights Act 1998) or proceedings for habeas corpus, provided those proceedings arise from a Matter or Case within the "Crime" Category of Law; or  (b) under the Proceeds of Crime Act 2002
Award Criteria	Criteria used to determine which Applicant Organisations in a Access Points will be awarded Contract Work in that Access Point
Basic Financial Assessment	The process which assesses the general financial health of the Applicant Organisation.

Business Continuity Plan	As defined at Clause 1.1 the Duty Provider Contract Standard Terms
Business Plan	A formal statement of a set of business goals and how you plan to achieve them. It must also contain background information about the organisation or team attempting to reach those goals.
Caseworker	An employee who is not a Supervisor, but who is a fee-earner who regularly undertakes criminal defence work to whom a specific caseload of Contract Work is allocated and is responsible for the progression of those cases, within their specific caseload, under supervision. Caseworker includes paralegals
Certified Accounts	Certified accounts are prepared by an independent accountant or auditor but are not audited. This applies where the turnover is less than £6.5m.
CLAS	The Law Society's Criminal Litigation Accreditation Scheme
Class of Work	Criminal Investigations, Criminal Proceedings, Appeals and Reviews, Prison Law and Associated Civil Work and "Class" and "Classes" have the corresponding meaning
Contract Start Date	The date specified in the contract holder's Contract for Signature as the date their Duty Provider Contract starts
Contract Work	The work that contract holders may perform for Clients in the Category or Categories of Law and/or Class(es) of Work specified in their Schedule(s) and the Specification under, or by virtue of, the Duty Provider Contract
Criteria	Considerations that an Applicant Organisation will be assessed against to inform the award of 2015 Duty Provider Crime Contracts  "Criterion" shall be construed accordingly
Deadline	The deadline for submitting a Tender to this procurement process (12 noon on 9 September 2015)
Delivery Partner	An organisation, acting under a formalised agency agreement to deliver Contract Work for a Duty Provider Contract holder and which is included in a tender for a Duty Provider Contract and assessed against the tender Criteria
Delivery Plan Annex	Responses to Award Criteria that will be incorporated into any Duty Provider Contract and that will be attached to the Contract Schedule



Deployed	Undertaking Contract Work, Managing or acting as a Supervisor for Contract Work in an Access Point
Designated Fee Earner	As defined at Paragraph 1.2 of the Duty Provider Contract Specification
Devon & Cornwall 1 ITT	The ITT within the eTendering system which must be completed by all Applicant Organisations wishing to tender under the Devon & Cornwall 1 Supplemental Tender Exercise. This ITT contains questions relating to the Applicant Organisation as a whole, not to individual Access Point Bids
Devon & Cornwall 1 Supplemental Tender Exercise	This procurement process by which Contract Work will be awarded in the four Access Points within the Devon & Cornwall 1 Procurement Area
Duty Lawyer	An Employee, Designated Fee Earner, Caseworker or Agent of the Applicant Organisation or Delivery Partner who is undertaking Contract Work in the relevant Access Point
Duty Provider Contract	The 2015 Duty Provider Crime Contract which will govern the provision of criminal legal aid services for clients accessing advice via Duty Schemes
Duty Scheme	A duty scheme operating under the Duty Provider Contract covering one or more magistrates' courts or police stations
Duty Slot	A period during which a Duty Provider Contract holder is required to be available to undertake Contract Work on a particular Duty Scheme in an Access Point
Employee	<p>An individual engaged by you who:</p> <ul style="list-style-type: none"> <li>(a) is a director, member or partner of your organisation; or</li> <li>(b) who holds a contract of employment/contract of service with you; and</li> <li>(c) who you acknowledge has employment rights including but not limited to the right to claim unfair dismissal and statutory redundancy payments and who is fully integrated into your organisation, is under the control of your organisation and mutuality of obligation is present. For the avoidance of doubt, individuals who are self-employed, independent contractors or hold a contract for services do not meet this definition.</li> </ul> <p>"Employ" and "Employed" shall be construed accordingly</p>
Essential Requirements	The requirements an Applicant Organisation must meet in this Devon & Cornwall 1 Supplemental Tender Exercise

Established Business	An organisation that has been trading for a minimum of 2 years with no significant or material changes to Key Personnel or organisational structure and which has 2 years of Audited Accounts available.
Expansion Capacity Assessment	The process which assesses whether the Applicant Organisation has demonstrated it has the financial capacity to deliver the Contract Work tendered for. It tests whether any expansion appears realistic on the information provided by the Applicant Organisation.
Financial Assessment	<p>The process by which an Applicant Organisation's financial viability will be assessed. This will consist of two stages:</p> <p>Basic Financial Assessment – undertaken for all Applicant Organisations to test financial viability.</p> <p>Expansion Capacity Assessment – undertaken for those Applicant Organisations who are Established Businesses and who are seeking to expand by two times their annual Turnover in each of the previous two years and any Other Business Type.</p>
Full Time Equivalent/FTE	<p>The number of working hours that represents a notional full-time individual working 35 hours per week. For example the following working pattern would represent one Full Time Equivalent individual:</p> <ul style="list-style-type: none"> <li>• Person A: 20 hours per week;</li> <li>• Person B: 10 hours per week; and</li> <li>• Person C: 5 hours per week</li> </ul> <p>For the purposes of the FTE calculation, the LAA will not accept an individual as working more than a 35 hour week (i.e. an individual working more than 35 hours per week cannot count as more than one FTE)</p>
Head of Legal Practice	As defined in Part 2 section 91 of the Legal Services Act 2007
Information For Applicants (IFA)	This Information for Applicants (in its entirety)
Invitation to Tender (ITT)	An invitation to tender for Duty Provider Contracts
Key Personnel	Any person who has or is held out as having either expressly or impliedly, (or will have by the start date of the Contract) powers of representation, decision or control of an Applicant Organisation including partners, directors, trustees and other senior managers and who is employed by the Applicant Organisation
LAA Account Number	The unique reference assigned to each provider Office from which criminal legal aid work is undertaken

Legal Aid Legislation	As defined at Clause 1.1 the Duty Provider Contract Standard Terms
Mainstream Exercise	That part of the Overarching Procurement Process which opened in November 2014 to procure Duty Provider Contracts at a Procurement Area Level
Manage	<p>Active involvement in ensuring the delivery of legal advice and representation, including ensuring KPIs are met, overseeing staffing arrangements, rotas and work allocation and casework quality assurance.</p> <p>For the avoidance of doubt, those that have not been directly involved in overseeing the delivery of legal advice and representation (i.e. administrative oversight such as an HR or IT Manager) would not meet the definition of "Manage".</p>
Management Team	<p>One or more individuals who have responsibility for maintaining and reviewing the service and its delivery in the Access Point with oversight for staffing arrangements, work allocation and casework quality assurance.</p> <p>The term does not necessarily include the activities of Supervisors, though these may also be members of the Management Team</p>
Mobilisation Period	The period between Contract Start Date and Service Commencement Date during which the LAA will monitor successful Applicant Organisations' progress to ensure that they are able to deliver Contract Work under the terms of the contract on Service Commencement Date
Named Individuals	Individuals named in an Applicant Organisation's Tender and in Section B (the 'Staff Information' section of the Access Point ITT) that it relies on to meet the Criteria

Office	As set out in 2.27 of the Duty Provider Contract Specification.
Other Business Type	<p>An organisation which is not yet trading, have started trading within the last two years or who have undergone significant changes to the make-up of its Key Personnel or organisational structure.</p> <p>An organisation that</p> <ul style="list-style-type: none"> <li>(a) has not been trading for two years; or</li> <li>(b) does not have 2 years Audited or Certified Account available (with the earliest year being not before 2012); or</li> <li>(b) has undergone a material or significant change to its Key Personnel or structure</li> </ul>
Own Client Contract	The 2015 Own Client Crime Contract
Overarching Procurement Process	The procurement process which commenced in April 2014 to award 2015 Own Client and Duty Provider Contracts.
Prison Law	<p>(a) cases covered by regulation 12(2)(d), 12(2)(f) and 12(2)(g) of the Criminal Legal Aid (General) Regulations 2013; and</p> <p>(b) Minimum Term Review cases covered by Regulation 12(2)(c) of the Criminal Legal Aid (General) Regulations 2013</p>
Procurement Area	A geographical area within which the LAA procures services
Qualification Envelope	The part of the Procurement Area ITT within the eTendering system which contains questions relating to the Office and staff
Qualifying Office Location	Those Procurement Area in which an Applicant Organisation must have an Office to qualify to tender to deliver Contract Work under the Devon & Cornwall 1 Supplemental Tender Exercise
Relevant Quality Standard	Either the LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard
Schedule	A contract document issued by the LAA as specified in Clause 12 of the Duty Provider Contract Standard Terms and a contract holder's Contract for Signature
Service Commencement Date	The date set out in your Contract for Signature on which the contract holder is required to commence performance of Contract Work
Signed Engagement Agreement	Signed agreement between an individual and an Applicant Organisation or Delivery Partner confirming that the

	individual will be Employed by the Applicant Organisation or Delivery Partner from the Service Commencement Date
Supervisor	An individual meeting the Supervisor Standard contained in the Duty Provider Contract (as varied by the requirements of this Devon & Cornwall 1 Supplemental Tender Exercise)
Supervisor Declaration Form	A form, completed by you evidencing an individual's compliance as a Supervisor
Technical Envelope	The part of the Procurement Area ITT within the eTendering system which contains questions relating to Award Criteria
Tender	An Applicant Organisation's response to this Devon & Cornwall 1 Supplemental Tender Exercise, including as a minimum the Devon & Cornwall 1 ITT, one or more Access Point Bids
Turnover	Sales income or fee generation of the organisation.  May also be described as revenue, income or fees.

## **ANNEX E: FINANCIAL ASSESSMENT NEW BIDDERS TENDERING IN ALL FOUR ACCESS POINTS ONLY.**

- 1 New Bidders who are tendering in all four Access Points only and who meet Essential Requirements will be subject to Financial Assessment.
- 2 Relevant Financial Information is submitted as an attachment to a message in a relevant ITT in the eTendering system. It is the Applicant Organisation's responsibility to determine which Financial Information it needs to submit having regard to the rules set out below:
- 3 Relevant Financial Information are submitted by 12pm noon on Wednesday 23 September 2015.
- 4 The Financial Assessment undertaken will depend on the nature of the Applicant Organisation and the total Anticipated Contract Value that is being tendered for under this Devon & Cornwall 1 Supplemental Tender Exercise.
- 5 Where applicable Financial Assessment will consist of:
  - (a) Basic Financial Assessment; and, where appropriate
  - (b) Expansion Capacity Assessment.
- 6 Financial Assessment will review the financial position of the Applicant Organisation only. Finances of any third parties, including any Delivery Partners, will not be assessed. Applicant Organisations have the contractual obligation to deliver all Contract Work bid for and are expected to have the financial capacity to do this.

### **Business entity types**

- 7 For the purpose of Financial Assessment; Applicant Organisations will be classified as one of two business types:
  - (a) Established Business; or
  - (b) Other Business Type.
- 8 The table below sets out how Applicant Organisations will be classified.

<b>Business Type</b>	<b>Definition</b>
<b>Established Business</b>	The Applicant Organisation has been trading for more than two years and: <ol style="list-style-type: none"><li>(a) has its previous 2 years Audited or Certified Accounts available (the earliest year starting no earlier than 1 January 2012); <b>and</b></li></ol>

	<p>(b) there have been no significant or material changes to its Key Personnel or structure.</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; or</p> <p>(b) a change of less than one third in Key Personnel over the period of the accounts to the date of submission of the Tender.</p>
<b>Other Business Type</b>	<p>The Applicant Organisation has not been trading for two years; or</p> <p>(a) does not have 2 years audited or certified account available (with the earliest year being not before 2012); or</p> <p>(b) has undergone a material or significant change to its Key Personnel or structure.</p>

### **Basic Financial Assessment - purpose and application**

- 9 The purpose of the Basic Financial Assessment is to assess the general financial health of the Applicant Organisation and to ensure that it is appropriate for it to proceed to the next stage of the tender assessment process.
- 10 The Basic Financial Assessment applies at the organisational level and where an Applicant Organisation does not pass this assessment its entire Tender will be rejected.

### **Expansion Capacity Assessment - purpose and application**

- 11 Where used, 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. It tests whether any expansion appears realistic on the information provided by the Applicant Organisation. The Expansion Capacity Assessment will be conducted by suitably qualified finance professionals based on information provided by the Applicant Organisation.
- 12 All Applicant Organisations classified as an Other Business Type will automatically be subject to the Expansion Capacity Assessment.
- 13 Established Businesses will be subject to the Expansion Capacity Assessment where the total Anticipated Contract Value bid for is more than three times its average Turnover over the last 2 years' accounts (the period confirmed in the Established Business Financial Assessment Form).

- 14 For example, in the scenario below the Expansion Capacity Assessment would apply to an Applicant Organisation that was an Established Business because the Anticipated Contract Value of all the Contract Work that it is bidding for (£275,624) is more than three times its average Turnover over the last 2 years' accounts (£252,000).

Turnover in accounts for year ending 2012	Turnover in accounts for year ending 2013	Average Turnover (2012 Turnover plus 2013 Turnover divided by 2)	Threshold for Expansion Capacity Assessment (Average Turnover multiplied by 3)	Total Anticipated Contract Value of Contract Work bid for
£74,000	£94,000	£84,000	£252,000	275,624

### Financial Information to be submitted in the Tender

- 15 The Financial Information that an Applicant Organisation must submit depends on which of the two levels of Financial Assessment will be undertaken.

#### *Basic Financial Assessment for Established Businesses*

- 16 Applicant Organisations must submit the **Established Business Financial Assessment Form** which must:
- i) be fully completed; and
  - ii) contain financial information taken from the Certified or Audited Accounts for 2 years, the earliest year starting no earlier than 1 January 2012.
- 17 The LAA reserves the right to call for copies of the accounts referred to in the Established Business Financial Assessment Form.

#### *Financial Assessment for Other Business Types and Established Businesses subject to Expansion Capacity Assessment*

- 18 Applicant Organisations subject to the Expansion Capacity Assessment must submit the following Financial Information (please note where the Applicant Organisation is an Established Business this is in addition to the Established Business Financial Assessment Form):
- (a) **Business Plan** where relevant, this must provide sufficient detail to support its Access Point Bids; and
  - (b) **Cash Flow Forecast Template** which must:
    - i. be completed;



- ii. contain a Cash Flow Forecast for the next 12 months; and
  - iii. contain a Cash Flow Forecast for the first 12 months of the Duty Provider Contract; and
- 19 Copies of the Established Business Financial Assessment Form and Cash Flow Forecast Template are available on the eTendering system and on our website at: <https://www.gov.uk/government/publications/legal-aid-crime-tender-2015>. No template is provided for the Business Plan but details of the information that must be included is contained further down in this Annex.

### **Consequences of failure to submit all required Financial Information**

- 20 The LAA will conduct the Financial Assessment based on the data contained in the Financial Information submitted by the Applicant Organisation. It is the Applicant Organisation's sole responsibility to ensure that these are fully and accurately completed. The LAA will not clarify the data contained in the Financial Information.
- 21 Where the LAA is unable to complete the Financial Assessment because required information has not been included in the Financial Information the Applicant Organisation will fail the Financial Assessment and its Tender will be rejected in its entirety. Where the Financial Assessment is conducted by a qualified finance professional their judgement as to whether sufficient information has been provided to undertake an informed assessment shall be binding.
- 22 Where an Established Business bids for Contract Work more than three times its average Turnover over the last 2 years' accounts and only submits the Financial Information required to undertake the Basic Financial Assessment i.e. it does not submit a Business Plan and/or completed Cash Flow Forecast Template its Tender will be rejected for failing to submit Financial Information to enable the LAA to undertake the appropriate level of Financial Assessment.

### **Basic Financial Assessment - Evaluation**

- 23 Key financial ratios will be calculated using the data contained in the:
- Established Business Financial Assessment Form (for Established Businesses); or the
  - Business Plan and the Cash Flow Forecast Template which supports all Access Point Bids made (for Other Business Types)
- 24 For Established Businesses the key ratios will be automatically calculated. These key ratios will be used to produce a RAG (Red, Amber or Green) rating relating to the level of risk identified.

- 25 For Other Business Types the assessment shall be conducted by a qualified finance professional who will assess the level of risk of the Applicant Organisation not fulfilling the full contract term or having inadequate financial resources to perform the Duty Provider Contract. The focus of the review will be to assess the sustainability of the business model and to seek assurance that any contract awarded would be appropriately financed through the initial set-up phase and the first year of contract delivery. This assessment will produce a RAG rating relating to the level of risk identified.
- 26 Where an Applicant Organisation receives a Red rating the LAA will conduct an additional stage of the Basic Financial Assessment. This will consist of a review of information provided by the Applicant Organisation at the first stage of the procurement process, its Own Client Contract Tender. The purpose of this review is to determine if there are additional indicators of financial risk indicating financial instability within the Applicant Organisation.
- 27 Where the Applicant Organisation confirms in its Own Client Contract Tender that any of the following criteria apply it will receive a Red Plus rating:
- (a) C1 (a Bankruptcy Order, IVA or CVA is in place); or
  - (b) C2 (failure to fulfil tax liabilities); or
  - (c) C3 (Key Personnel or the Applicant Organisation have outstanding CCJs).
- 28 Any Applicant Organisation receiving a Red Plus rating will have its entire Tender rejected.
- 29 Where the criteria referred to in paragraphs 26 and 27 do not apply, the Applicant Organisation will retain the Red rating.
- 30 Regardless of whether an Applicant Organisation is designated as an Established Business or Other Business Type it will receive a RAG rating at the conclusion of the Basic Financial Assessment process.

### **Basic Financial Assessment - Outcomes**

#### *Green Rating*

- 31 The Tender will proceed to Award Criteria assessment stage.

#### *Amber or Red Rating*

- 32 The Tender will proceed to the Award Criteria assessment stage.
- 33 If the Applicant Organisation is successful in the procurement process and is awarded a Duty Provider Contract conditions designed to protect public funds will be included in the contract. These conditions will give the LAA enhanced access to

financial information to enable effective monitoring and risk management and may include (but are not limited to) requirements to:

- (a) disclose annual (audited) accounts to the LAA on an ongoing annual basis;
- (b) notify the LAA of any restructuring of debt or new credit facilities obtained; and
- (c) comply with other forms of financial monitoring as considered appropriate.

### **Expansion Capacity Assessment - Evaluation**

- 34 The assessment will be conducted by a qualified finance professional who will assess the data contained in the Business Plan and Cash Flow Forecast Template. The focus of this review will be to assess the sustainability of the business model being proposed and to ensure that any contract awarded would be appropriately financed, not just through any initial set-up phase but throughout the first year of contract delivery. The finance professionals will make an assessment as to whether the entirety of the Financial Information provided supports the conclusion that sufficient financial resources are available to fund delivery of the Anticipated Contract Value bid for.
- 35 Where an Applicant Organisation passes the Expansion Capacity Assessment the LAA will go on to assess Award Criteria.
- 36 Further information on the content of the Business Plans and the assessment of Financial Information can be found in this Annex

### **Expansion Capacity Assessment – Outcomes**

- 37 Assessors will review the Financial Information provided and will make a determination as to whether there are sufficient financial resources available to fund the Anticipated Contract Value bid for. Expansion Capacity Assessment will be a pass/fail assessment, where an Applicant Organisation must be assessed as passing all four minimum thresholds.
- 38 Where all four thresholds are met the Procurement Area Bid(s) will proceed to Award Criteria Assessment. Where one or more of the minimum thresholds are not met then the Procurement Area Bid(s) will fail the Expansion Capacity Assessment. The judgement of the finance professional in such cases shall be binding.

### **Defined Terms in the Financial Assessment documents**

<b>Financial term</b>	<b>Definition</b>
Acid test	<p>This is an indicator that determines whether a firm has enough short-term assets to cover its immediate liabilities without selling inventory/stock/WIP.</p> <p>Ratio calculation:</p> <p><math>(\text{current assets} - \text{stock}) / \text{current liabilities}</math></p>
Balance Sheet	A financial statement that shows the financial position of an organisation at a point in time. It is a snapshot picture of the organisation's assets, liabilities and shareholders' equity.
Cash (in hand/at bank)	Currency which can be accessed immediately or near-immediately.
Cash Flow Forecast	A cash flow forecast indicates the likely future movement of cash inflows (e.g. receipts, income, loan, and overdraft) and outflows (e.g. wages, rent). It is an estimate of the amount of money you expect to flow in (receipts) and out (payments) of your business and includes all your projected income and expenses. It covers 24 months.
Credit facilities (agreed in principal)	The value of credit facilities agreed by a lender but not in use e.g. an overdraft facility which has been agreed for future use.
Credit facilities (in use)	The value of credit facilities already in use e.g. a loan which the organisation is currently repaying.
Creditors	A party (e.g. person, organisation or company) to whom money is owed.
Current assets	Assets that the organisation intends to consume, turn into cash, or sell in the normal course of business, usually within twelve months of the date of the Balance Sheet. They usually include stocks and work in progress, cash in hand and at bank, and debtors.
Current liabilities	Liabilities which fall due for payment within a year from the date of the Balance Sheet and include bank overdraft, trade creditors, taxation, and dividends which have not yet been paid.

Debtors	<p>A debtor is an entity that owes a debt to your organisation. The entity may be an individual, a firm, a government, a company or other legal person.</p> <p><b>This does not include Work in Progress.</b></p>
Financial statements	<p>Records that outline the financial activities of a business-or entity. Financial statements quantify the financial strength, performance and liquidity of a business.</p> <p>Financial statements for businesses include: income statements, balance sheet, cash flow statement, and changes in equity as well as notes to the accounts.</p>
Gearing and debt	<p>Gearing measures the level of a company's debt related to its equity capital. Gearing is a measure of a company's financial leverage and shows the extent to which its operations are funded by lenders versus shareholders (owners).</p> <p>A company is said to be highly geared when it has a high ratio of borrowing to shareholders funds/cash reserves.</p>
Goodwill	<p>The difference between the value of the business as a whole and the fair value of its separable net assets. Purchased goodwill must be capitalised and amortised over time.</p> <p><b>Only purchased goodwill can be shown on the Balance Sheet.</b></p>
Headroom	<p>This is the anticipated amount left over after using your own capital, overdraft and loan. A positive value means that the overdraft and loan is not exceeded, while a negative value means the overdraft and loan is exceeded.</p>
Interest cover	<p>This ratio determines how easily a firm can pay interest on outstanding debt. The interest coverage ratio is calculated by dividing a company's earnings before interest and taxes (EBIT) of one period by the company's interest expenses of the same period. The higher the ratio the better.</p> <p>Ratio calculation:</p> <p>profit before interest and tax / interest charges</p>

Interest payable	The amount paid by an organisation for borrowed funds.
Interest receivable	The amount received in the form of interest payment on cash held.
Invested capital	Invested capital represents the total investment that business owners or shareholders have made in a company.
Liquidity	A measure of the extent to which a person or organisation has cash to meet immediate and short-term obligations, or assets that can be quickly converted to do this.
Long term leverage ratio	<p>This shows the financial leverage of a firm, calculated by dividing long-term debt by the amount of capital available. This value computes the proportion of a company's long-term debt compared to its available capital.</p> <p>Ratio calculation:</p> <p>(long-term debt or liabilities / net worth)</p>
Long term liabilities	<p>Financial obligations which are due more than one year into the future and typically include long-term loans and debentures.</p> <p>Examples of long-term liabilities are debentures, mortgage loans and other bank loans.</p>
Net worth	In simple terms, net worth of a firm is, total assets minus total liabilities. Net worth is an important determinant of the value of a firm.
Operating profit/surplus	Profit net of selling and administration expenses, but before interest and tax.
PBIT margin	<p>An indicator of a company's profitability.</p> <p>Ratio calculation:</p> <p>(profit before interest and tax / turnover) <math>\times</math> 100 = %</p>
Profit and Loss Account	Shows the results of operations in terms of profitability over a period of time, usually the Applicant Organisation's accounting year. It is also referred to as the Income Statement and basically includes details of sales revenue less the cost of sales and the components of that cost, gross profit, expenses, profit before tax, and net profit.

Profitability	The ratio of profit to revenue/income/turnover/fees.
Short term investments	Investments made for 12 months or less.
Solvency	The ability of the organisation (a) to pay off its debt i.e. liabilities as and when they become due; and (b) to maintain total assets in excess of total liabilities. An organisation is technically insolvent when its liabilities exceed its assets. The only justification for an organisation to continue to trade in this situation is when the management knows that the position is temporary and is certain to be retrieved.
Tangible assets	Also known as fixed assets these are assets, including plant, machinery and property that cannot easily be converted into cash.
Work in Progress	Work in Progress in the context of legal work is the value of work done which has not been billed to client or LAA.

## **Information to support Financial Assessment**

### **What is a Business Plan?**

Your Business Plan should collate and clarify your business proposal, what you want to achieve with it, how you want to do it and plan for the future of your business. It should help to show whether your business model and financing is realistic and workable.

Applicant Organisations must provide sufficient detail to support all Access Point Bids submitted as part of its Tender in its Business Plan.

### **What information should be included in a Business Plan?**

Your Business Plan must contain sufficient information to allow a financial professional to assess the viability of your business and/or any business expansion being tendered for. Set out below is a table which confirms the minimum information you must provide as part of your Business Plan and how the LAA will use this information to evaluate your ability to deliver and/or expand your organisation to deliver Duty Provider Contract Work.

### **How will assessors evaluate the information provided in your Business Plan?**

Information provided as part of your Business Plan will be evaluated in conjunction with the other Financial Information provided as part of an Applicant Organisation's Tender.

Assessors will evaluate the viability of your business model and/or business expansion being tendered for. Examples of what and how information will be evaluated is set out below.

These are not exhaustive and give an indication only of how the information contained in your Business Plan, and other Financial Information submitted with your Tender, will be evaluated.

### **What happens if an Applicant Organisation does not provide the information requested or does not provide sufficient information to enable to LAA to undertake the Financial Assessment and/or Expansion Capacity Assessment?**

Where an Applicant Organisation fails to provide the Financial Information requested, or does not provide sufficient detail to enable the LAA to undertake a Financial Assessment, the Applicant Organisation's entire Tender will be rejected.



Information which must be provided in your Business Plan

Applicant Organisations must ensure that they provide sufficient detail to support their Tender in its Business Plan.

Structure and management	<p>The (proposed) ownership structure of the business including:</p> <ul style="list-style-type: none"> <li>Names and positions of all Partners, Members and Directors within the organisation; and</li> <li>A brief description of their experience</li> </ul>
	<p>Details of each management role and current staffing level including:</p> <ul style="list-style-type: none"> <li>A short description which confirms how the organisation intends to cover the key areas of service delivery, practice management, finance and administration under its new business model</li> </ul>
	<p>Mission statement including:</p> <ul style="list-style-type: none"> <li>A description of the aims and objectives of the business and how the vision of the business will be different, where applicable, following expansion; and;</li> <li>Where applicable, how growth will be achieved e.g. through a proposed merger, capital investment from owners, increase in lending</li> </ul>
	<p>Risk analysis of your business model including;</p> <ul style="list-style-type: none"> <li>What risks have been identified with the business model (financial, organisational, personnel, service delivery); and</li> <li>Detailed information on how these risks will be mitigated</li> </ul>
Operations and market analysis	<p>Details of your client base including:</p> <ul style="list-style-type: none"> <li>Total number of clients advised/represented in last 12 months</li> <li>Total revenue received in last 12 months</li> <li>Expected trends in client base over the next 12 – 24 months i.e. how new clients will be attracted</li> </ul>
	<p>Key delivery milestones which must be met to enable your organisation to begin delivering services and/or expand your current operations including:</p> <ul style="list-style-type: none"> <li>A detailed set of planning assumptions including the cost of each activity</li> <li>Contingencies (financial, personnel, service delivery) should key dates be missed</li> </ul>

	<p>Details of the split between expected public/private paying income, including</p> <ul style="list-style-type: none"> <li>• The ratio of current public to private paying clients</li> <li>• The expected ratio of public to private paying clients after 12 months</li> </ul> <p>These should also feature on the completed Cash Flow Forecast Templates submitted as part of your Tender</p>
	<p>Details of access to sources of income other than those expected under Duty Provider Contracts including:</p> <ul style="list-style-type: none"> <li>• Confirmation of other current publicly funded work and/or privately funded revenue and current turnover</li> <li>• Any anticipated revenue sources, including expected income, being developed and which will be operational within the next 12 months</li> </ul>
Financial	<p>Use of capital and credit facilities including:</p> <ul style="list-style-type: none"> <li>• Details of capital; and</li> <li>• A summary of how capital and/or credit facilities will be used to fund the set up and/or expansion of your business e.g. refurbishing office space, buying equipment, recruitment costs etc</li> </ul>
	<p>Confirmation of availability of current working capital</p>
	<p>Details of the assumptions made in developing your Cash Flow Forecast(s) including:</p> <ul style="list-style-type: none"> <li>• A summary of the key assumptions in producing financial forecasts, such as average time for debtor and creditor payments.</li> </ul> <p>Detailed assumptions should be included on the Cash Flow Forecast Templates submitted as part of your Tender</p>

## Assessment of Business Plans and other Financial Information

Applicant Organisations will be required to demonstrate the following minimum thresholds through the Financial Information submitted as part of their Tender. If the Financial Information submitted by the Applicant Organisation meets these minimum thresholds LAA financial assessors will go on to consider whether the information provided gives the LAA sufficient confidence that assumptions have been adequately considered and resourced.

The LAA will use these minimum thresholds to assess both the Basic Financial Assessment for Other Business Types only and any Expansion Capacity Assessment.

#### Basic Financial Assessment

The Business Plan and Cash Flow Forecast Template which supports the Maximum Bid will be assessed.

The assessment will result in the Applicant Organisation being given a RAG rating (Red, Amber or Green) based on how they are assessed against each of the 4 minimum thresholds as follows:

All minimum thresholds assessed as Pass	Green
3 minimum thresholds assessed as Pass and 1 minimum threshold assessed as Fail	Amber
2 minimum thresholds assessed as Pass and 2 minimum threshold assessed as Fail	Red
All minimum thresholds assessed as Fail	Red

#### Expansion Capacity Assessment

Expansion Capacity Assessment will be a Pass/Fail assessment, where an Applicant Organisation must be assessed as passing all 4 minimum thresholds:

All minimum thresholds assessed as Pass	Pass
All other scores	Fail

The minimum thresholds which will be used to assess the Basic Financial Assessment and any Expansion Capacity Assessment are set out below:

<b>Minimum thresholds</b>
<p>That the Applicant Organisation has sufficient funds available to set up and/or expand the business in the way proposed in the Business Plan</p> <p>Pass – There is available cash to fund the business e.g. to pay debts and/or running costs of the business as they fall due. The cash could be own capital, bank facilities or other mixture of funds.</p> <p>Fail – No capital or finance in place and no clear plan for where funds will be obtained.</p>
<p>That the Applicant Organisation's forecasting is based on realistic assumptions as to when payment will be received by debtors (LAA, private clients etc) which ensures that the organisation has sufficient funds available to meet its short term liabilities.</p> <p>Pass – Has demonstrated that, for example,</p> <ul style="list-style-type: none"> <li>• There is a realistic time lag between billing and payment</li> <li>• The timing of VAT, rent, tax payment</li> <li>• That the work completed in the Cash Flow Forecast is in line with contract awarded and legacy cases where applicable.</li> </ul> <p>Fail – Has not demonstrated:</p> <ul style="list-style-type: none"> <li>• A realistic time lag between billing and payment</li> <li>• Timing of VAT, rent, tax payments</li> <li>• That the work completed in the Cash Flow Forecast is in line with contract bid for and legacy cases where applicable</li> </ul>
<p>That the Applicant Organisation has sufficient income over the first two years of trading to meet its liabilities, including for example the wage bill of increased service delivery and all incidentals</p>

Pass – The business does not exceed the headroom in any one month throughout the first 12 months of the Duty Provider Contract or cash flow is mainly break even throughout the first 12 months of the Duty Provider Contract.

Fail – The business exceeds bank facility in any one month throughout the first 12 months of the Duty Provider Contract.

That there are reserves available to deal with a 5% unforeseen costs or delays in payment through the period set out in the Cash Flow Forecast

Pass – Can accommodate a 5% unforeseen increase in costs (calculated from Cash Outgoings on the Cash Flow Forecast)

Fail – Cannot accommodate a 5% unforeseen increase in costs (calculated from Cash Outgoings on the Cash Flow Forecast).