

Procurement of Criminal Defence Direct Services in England and Wales from 1 June 2020 Invitation to Tender Information for Applicants

Introduction

The Legal Aid Agency (LAA) is inviting Applicants who meet the minimum tender requirements to submit a Tender for a Police Station Telephone Advice Contract 2020 (“**PSTA Contract**” or “**Contract**”) to deliver Criminal Defence Direct (“**CDD**”) Services for 12 months from 1 June 2020 to 31 May 2021. The LAA requires two (2) CDD providers. There is currently one CDD provider as the second has left the market and as a result the LAA has decided to procure a Contract with another provider to undertake part of the CDD Service as set out in this CDD Procurement Process (also referred to as “this procurement process”).

Applicants wishing to deliver the CDD Service under a PSTA Contract must submit a Tender consisting of:

- i. a single Selection Questionnaire (“**SQ**”) Response; and
- ii. CDD Invitation To Tender (“**CDD ITT**”) Response.

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

A complete Tender must be submitted. This must be detailed enough (in the LAA’s opinion) to allow the LAA to make an informed selection of the most economically advantageous Tender. The available points are split across quality (equating to 40% of the total points available) and price (60% of the total points available). If an SQ Response and a CDD ITT Response are not both submitted by the Applicant by the Deadline and capable of assessment, the Tender will be rejected.

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

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

Where not defined in the body of this IFA, capitalised terms are either defined in the glossary at Annex D of this IFA or in the Contract documents, which are available at <https://www.gov.uk/government/publications/police-station-telephone-advice-contract-2020>

Number of Contracts to be awarded

As referred to above, the LAA requires two CDD providers and there currently is one. Through this CDD Procurement Process the LAA intends to award one (1) additional PSTA Contract to deliver CDD Services for a period of 12 months from 1 June 2020.

An Applicant can only be awarded, and at any time can only hold, one PSTA Contract for the delivery of CDD Services. It is the LAA’s intention that each of the two CDD providers will deliver 50% of the CDD Service, subject to variation in accordance with the Contract.

The Deadline for submitting Tenders is 9am on 2 March 2020 (“Deadline”).

Outline timetable

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

Activity	Timescale
Tender launch	30 January 2020
Final date to submit questions about this IFA	5pm on 10 February 2020
Final Frequently Asked Questions to be published.	w/c 17 February 2020
Deadline for Tenders to be submitted to LAA	9am on 2 March 2020
Evaluation of Tenders	March 2020
Notification of Contract award decisions	March 2020
Standstill period	April 2020
Contract Start Date	April 2020
Implementation Period	From the Contract Start Date to 31 May 2020
Service Commencement Date	1 June 2020

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SECTION 1: OVERVIEW

Introduction

About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering Legal Aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is 9am on 2 March 2020. All Tenders must be completed and submitted using the e-Tendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.

What are Applicants tendering for?

- 1.3 The LAA intends to award one Police Station Telephone Advice Contract 2020 to deliver CDD Services for 12 months from 1 June 2020 to 31 May 2021. The LAA requires two CDD providers. There is currently one CDD provider as the second left the market and as a result the LAA has decided to procure a Contract with another provider to undertake 50% of the CDD Service (subject to variation in accordance with the Contract).

Who can bid?

- 1.4 The CDD Procurement Process is open to all Applicants who are able to meet the minimum contract requirements.
- 1.5 The LAA will not accept subcontracting or consortia arrangements for the delivery of CDD Services.

About the PSTA Contract

- 1.6 The LAA is seeking to award a single PSTA Contract for the delivery of the CDD Services for a period of 12 months from 1 June 2020.
- 1.7 Applicants are strongly advised to read the PSTA Contract documentation in full. This is available on the LAA website at: <https://www.gov.uk/government/publications/police-station-telephone-advice-contract-2020>
- 1.8 The PSTA Contract is comprised of the following documents:

- i. Contract for Signature;

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

About the CDD Services

- 1.9 The LAA, on behalf of the Lord Chancellor, has a statutory duty to facilitate access to justice and compliance with obligations under Article 6(3) of the European Convention on Human Rights by ensuring that individuals detained at a Police Station receive effective legal advice and representation in criminal matters.
- 1.10 The CDD Service provides non-means tested telephone based legal advice directly to members of the public who are suspected of certain criminal offences and who are detained at a Police Station in England and Wales.
- 1.11 The role of the CDD Service is to provide legal advice (over the telephone) to Clients referred to it from the Defence Solicitor Call Centre ("**DSCC**") who are:
- detained in relation to any non-imprisonable offence;
 - arrested on a bench warrant for failing to appear and being held for production before the court;
 - arrested on suspicion of:
 - (i) driving with excess alcohol and who are subsequently taken to a Police Station to give a specimen (Section 5 Road Traffic Act 1988);
 - (ii) failure to provide a specimen (Section 6, 7 and 7A Road Traffic Act 1988);

(iii) driving whilst unfit/drunk in charge of a motor vehicle (Section 4 Road Traffic Act 1988)

- detained in relation to a breach of police or court bail conditions.

1.12 Depending on the nature of the alleged offence and the circumstances of the Client, legal aid representation and advice to a detained Client in police custody may currently be provided either via face to face advice by a solicitor or other accredited representative attending the Police Station (via separate contracting arrangements put in place by the LAA) or remotely by telephone (i.e. via the CDD Service).

1.13 For the avoidance of doubt, attendance in person for the purpose of providing advice is outside the scope of CDD Services. CDD Services shall be delivered by the provision of telephone advice only.

Case allocation

1.14 Providers of the CDD Service will be expected to operate concurrently (i.e. both Providers operating at all times). Cases will be allocated via the Electronic Case Management System (“**ECMS**”) equally to each Provider during that time:

Number of current CDD Providers	Proportion of Cases to be undertaken by current Provider(s)	Number of Contracts to be awarded through this procurement process	Proportion to be awarded through this procurement process
1	50%	1	50%

1.15 The process for determining the appropriate method of delivery of legal advice under the PSTA Contract begins when a Police Representative submits a request to the DSCC at the point when a member of the public is detained in police custody and has requested legal advice.

1.16 Upon receipt of a request for legal advice at a Police Station the DSCC will ascertain details of the Case from the Police. A full list of information recorded in the ECMS by the DSCC is included within the Contract Specification. Where the DSCC determines that the Case requires telephone advice through the CDD Service, they will allocate it to the Provider via the ECMS. Cases will be allocated to the Provider at the time that the Case is processed by DSCC. The allocation process is dictated by business rules in order to ensure the Client to receive appropriate advice based on the nature of the alleged offence(s) in question.

- 1.17 The Provider will be required to access Cases via the ECMS and will have to respond to Cases that appear on the Work Queue Screen following allocation from the DSCC. The Work Queue Screen allows the Provider to view work queues, accept Cases and log any actions taken to progress or close the Case (e.g. refer the Case back to the DSCC if telephone-based advice is considered unsuitable).
- 1.18 Once the Provider has accepted a Case, they must establish direct contact with the requesting Police Station where the Client is held within the timeframe set out in **Annex 3 - Key Performance Indicator Annex** of the PSTA Contract in order to provide telephone-based legal advice as required.
- 1.19 **Section 2 of Annex 1 - Specification** sets out the process by which members of the public will access CDD Services.
- 1.20 The LAA anticipates that the percentage of the overall Case volume to be allocated to a single Provider of the CDD Service will be approximately 50% of the total Cases arising (subject to variation in accordance with the Contract). It is a requirement of the Contract that the Provider is able to quickly and effectively increase capacity to deliver all the Cases across the CDD Service upon notification by LAA.

Service Hours

- 1.21 CDD Service Providers must be available to deliver CDD Services twenty-four hours a day, three hundred and sixty-five days a year (three hundred and sixty-six days in a leap year).

Staffing Requirements

- 1.22 CDD Service Providers must be able to staff the service for the above Service Hours according to the requirements detailed in **Annex 1 – Specification** of the PSTA Contract. These are summarised below as;

CDD Service Supervisor Requirements	CDD Service Adviser Requirements
Supervisors must satisfy all of the requirements applicable to the CDD Service as set out in the table below and in the Contract Specification	Advisers must satisfy all of the requirements applicable to the CDD Service as set out in the table below and in the Contract Specification.
All CDD Supervisors must be registered with their Relevant Professional Body for inclusion on their respective list of accredited advisers (e.g. the Solicitor Regulation Authority (“SRA”) register).	The Provider must maintain an accurate and up to date record of all personnel, including accredited Advisers that undertake Contract Work. The Provider must at our request arrange for the record to be sent to the LAA within such period as we may reasonably specify.

<p>All CDD Supervisors must be present in the Office at least 35 hours each and every week and must be reasonably evenly apportioned over all of the times when you are required to undertake Contract Work (including where those times are outside of 9am to 5pm Monday to Friday). Outside the hours when a Supervisor is present in the Office, Supervisors must be contactable by telephone.</p>	<p>All CDD Advisers must be Accredited Representatives; Duty Solicitors; Probationary Representatives; or Solicitors holding the Police Station Qualification</p>
<p>CDD Supervisors must be available to supervise CDD Advisers 24 hours a day in accordance with the Service Hours.</p>	<p>All CDD Advisers must comply with the Police Station Register Arrangements 2001 (as amended)</p>
<p>CDD Supervisors must hold a valid CLAS Accreditation.</p>	<p>All CDD Advisers must attend the Police Station other than in relation to the delivery of the CDD Service for the purpose of providing legal advice at least 25 times each Contract Year</p>
<p>CDD Supervisors must hold a current non-conditional practising certificate and have held the same for the previous three years.</p>	<p>The Provider must ensure Probationary Representatives represent a maximum of 50% of CDD Advisers undertaking the CDD Service (i.e. on a particular shift or rota)</p>

<p>CDD Supervisors must in the previous 12 months have undertaken a minimum of 25 Police Station advice and assistance cases.</p>	<p>The Provider must maintain a ratio of at least one CDD Supervisor to every four CDD Advisers at all times throughout the Contract Period.</p>
<p>All CDD Supervisors must meet one of the following supervisory skills standards:</p> <ul style="list-style-type: none"> • have supervised at least one Full Time Equivalent (“FTE”) designated fee earner or Adviser in the Crime Category of Law and/or Class of Work for at least one year in the previous five-year period; or • have completed training covering key supervisory skills we approve from time to time in the previous 12 months prior to the Contract Start Date; or • have achieved level 3 or higher National Vocation Qualification (“NVQ”) standard (or any replacement) in supervising no earlier than the five years prior to the Contract Start Date. 	<p>CDD Advisers must undertake Contract Work from your Office; for the avoidance of doubt CDD Advisers are not permitted to undertake Contract Work from home.</p>
	<p>CDD Advisers must receive at least 6 hours training on Police Station representation annually.</p>

1.23 Further information on the staffing requirements can be found in the **Annex 1 – Specification** of the PSTA Contract.

Case volumes

1.24 The historical Case volumes for the CDD Service are detailed in **Annex A** of this IFA. We expect the successful Applicant via this CDD Procurement Process to be allocated approximately 50% of the total annual Case volume (subject to variation in accordance with the Contract).

1.25 All figures provided in this IFA are estimates only and the LAA provides no guarantees or warranties regarding the actual volumes of Contract Work in any period. Providers will be expected to provide sufficient capacity to deal with fluctuating call volumes and differing demand.

Payment

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

Reporting

- 1.29 The Provider is required to accurately record all relevant case information and case outcomes on the DSCC ECMS according to the requirements detailed in Annex 7 – Reporting Requirements of the PSTA Contract.
- 1.30 The Provider must complete a Provider Monthly Report and email it to the Contract Manager by the 10th day of each month (or where such day is not a Business Day the following Business Day). The Provider Monthly Report must include the following information:
- Customer complaints summary;
 - Customer complaints details;
 - File review;
 - Adviser call monitoring; and
 - Requests for records of advice.
- 1.31 The Provider's Advisers must highlight any Police Concerns and mark these on the affected Case via the ECMS. This will enable the Case to be reviewed at a later date by a Supervisor.
- 1.32 Further information can be found in **Annex 7 – Reporting Requirements** of the PSTA Contract.

Infrastructure

ECMS requirements

- 1.33 The Provider will be required to connect to the ECMS via the internet by having a broadband connection of the required capacity and availability as specified in **Annex 4 - IT Requirements** of the PSTA Contract. The content of the ECMS and any entries made are captured on a database owned by the LAA. This content, including access to historical Case records, will be made available to the Provider as appropriate. The Provider will be required to ensure that access to this content is controlled and secure and that necessary parties have access as required.

1.34 The Provider will be responsible for the broadband connection and any associated costs however the procurement and maintenance of the physical connection to the ECMS will be at no cost to the Provider. Details of the connection to the DSCC will be confirmed by the LAA during the Implementation Period.

Telephony requirements

1.35 In the course of delivering CDD Services, incoming calls from the Police will be handled by the DSCC and distributed via the ECMS to the Provider. No specialist call management equipment is required to enable the distribution of incoming calls.

1.36 To assist in the effective delivery of CDD Services the Provider must meet the following basic telephony requirements:

- a telephone for each Adviser on duty with the ability to make outgoing calls and support call conferencing. The call conferencing feature is vital to facilitate the use of the interpreting and translation service detailed below at paragraph 1.41; and
- a dedicated direct dial contact number to be used by the DSCC or the LAA.

Workstation requirements

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

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

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

- a Windows-based PC with the OS in mainstream support that can run the browser software and versions listed in 1.37.
- the necessary internal network, bandwidth capacity, communications software and configuration such that your PCs can connect to the DSCC. Further detail on this will be confirmed by the DSCC during the Implementation Period.

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

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

Interpretation and translation

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

Offices

- 1.42 Applicants are not required to have an operational Office(s) at the point of submitting a Tender. Applicants are required to confirm that they will have at least one Office that meets the Contract requirements by Service Commencement Date.
- 1.43 Each Office must meet the permanent present requirements as set out more generally at **Section 5** of the **Annex 1 – Specification of the PSTA Contract**.
- 1.44 All Applicants must be able to provide evidence during the Implementation Period that they meet the Minimum Requirements no later than 31 May 2020.
- 1.45 Applicants should read the PSTA Contract in its entirety for further details about PSTA Contract Work. This can be found at: <https://www.gov.uk/government/publications/police-station-telephone-advice-contract-2020>

SECTION 2: PROCUREMENT PROCESS REQUIREMENTS

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

Minimum Requirements

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

Requirement	Validation
The Applicant is fully constituted and has appropriate authorisation from a Relevant Professional Body where required under the Legal Services Act 2007 by the date of its Tender submission	<p>Collected with Applicants' Tenders and validated at stage 2 of CDD ITT evaluation:</p> <p>Confirmation of the Applicant's SRA or BSB number or CILEx Regulation ID.</p> <p>Applicants unable to evidence this as part of their CDD ITT Response may be excluded from the CDD Procurement Process</p>
The Applicant holds a relevant Quality Standard by the date of its Tender submission	<p>Collected with Applicants' Tenders and validated at stage 2 of CDD ITT evaluation:</p> <p>Lexcel Certificate or SQM Certificate, valid at the Deadline i.e. 2 March 2020.</p> <p>Where the Applicant has passed the desktop SQM audit only, a copy of the relevant letter of confirmation must be provided.</p> <p>Applicants unable to evidence this as part of their CDD ITT Response may be excluded from the CDD Procurement Process</p> <p>Where the Applicant's Quality Standard expires before the Contract Start Date, it will be a condition of Contract award that the successful Applicant provide a valid SQM or Lexcel certificate valid on the Contract Start Date. If the successful Applicant's standard</p>

	expires between to Contract Start Date and Service Commencement Date, a condition will be applied to the Provider's Contract requiring that it provides evidence of holding a valid Quality Standard during the Implementation Period and must be evidenced to the LAA's satisfaction no later than 31 May 2020.
The Applicant will have at least one Office, where all Contract Work will be performed from, that meets the requirements detailed at Section 5 of Annex 1 – Specification of the Contract by the Service Commencement Date.	Self-certification. Evidence will be sought by the LAA during the Implementation Period and must be evidenced to the LAA's satisfaction no later than 31 May 2020.
The Applicant will have by the Service Commencement Date all the necessary Supervisors and Advisers to deliver the CDD Service in accordance with the requirements as set out at Part A – Section 3 (Service Standards) of Annex 1 – Specification of the Contract.	Self-certification. Evidence will be sought by the LAA during the Implementation Period and must be evidenced to the LAA's satisfaction no later than 31 May 2020.
The Applicant is willing and able to deliver the CDD Service 24 hours a day, seven days a week from the Service Commencement Date in accordance with paragraph 2.1 to 2.2. of Part A of Annex 1 – Specification of the Contract	Self-certification. Evidence will be sought by the LAA during the Implementation Period and must be evidenced to the LAA's satisfaction no later than 31 May 2020.
The Applicant will have in place by the Service Commencement Date all necessary workstation equipment, software and connections that meets the Contract requirements set out in Annex 1 – Specification and Annex 4 - IT Annex and which is sufficient for the maximum number of staff working on the CDD Service at any one time	Self-certification. Evidence will be sought by the LAA during the Implementation Period and must be evidenced to the LAA's satisfaction no later than 31 May 2020.
The Applicant has in place by the Service Commencement Date all necessary telephony equipment to meet the Contract requirements as detailed in Section 3 of Annex 1 Specification and which is sufficient for the maximum number of staff working on the CDD Service at any one time	Self-certification. Evidence will be sought by the LAA during the Implementation Period and must be evidenced to the LAA's satisfaction no later than 31 May 2020.

2.6 Any Minimum Requirement which is to be met by the Service Commencement Date must be evidenced to the LAA's satisfaction no later than the end of the Implementation Period i.e. one day before the Service Commencement Date (31 May 2020). In the event the Provider is unable this evidence by 31 May 2020, the LAA reserves the right to terminate the PSTA Contract.

2.7 The Provider must continue to meet the Minimum Requirements at all times during the Contract Period.

Quality Standard

- 2.8 The Provider is required to hold a Quality Standard at the point of submitting its Tender and throughout the Contract Period.
- 2.9 As part of the CDD ITT, Applicants must evidence that they hold either the LAA's Specialist Quality Mark ("**SQM**") following audit by the LAA's SQM Audit Provider or the Law Society's Lexcel Practice Management standard ("**Lexcel**") which is valid on 2 March 2020.
- 2.10 Where the Applicant's Quality Standard expires before the Contract Start Date, it will be a condition of Contract award that the successful Applicant provide a SQM or Lexcel certificate valid on the Contract Start Date. If the successful Applicant's standard expires between to Contract Start Date and Service Commencement Date, a condition will be applied to the Provider's Contract requiring that it provides evidence of holding a valid Quality Standard during the Implementation Period and evidence of meeting this requirement must be provided to the LAA's satisfaction no later than 31 May 2020.
- 2.11 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.
- 2.12 Where an Applicant already holds the SQM or is in the process of being audited by the LAA's SQM Audit Provider, it need not reapply for the SQM, unless it must do so to continue to hold the SQM.
- 2.13 The requirements according to the Quality Standard an Applicant chooses to hold are detailed below:

Applicant Type	Requirement
Applicants who intend to hold the SQM	- Pass desktop audit by the date of its Tender submission. - Fully pass the Pre-SQM audit within six months of the date of its Tender submission
Applicants who intend to hold Lexcel	- Achieve Lexcel accreditation by the date of its Tender submission
Applicants who already hold Lexcel	- Must hold an accreditation valid at the Tender Deadline and in accordance with paragraph 2.10.
Applicants who already hold an SQM audited by the LAA's SQM Audit Provider	- Must hold an accreditation valid at the Tender Deadline and in accordance with paragraph 2.10.

- 2.14 It is an Applicant's responsibility to ensure it meets the Minimum Requirement by the relevant date.
- 2.15 It is the sole responsibility of the Applicant to contact the Quality Standard auditing organisation and arrange any necessary audits. The LAA assumes no responsibility for monitoring Applicants' progress towards achieving a Quality Standard.
- 2.16 Further information about the SQM and how to register with the LAA's current SQM audit provider can be found at <http://www.recognisingexcellence.co.uk/sqm/>.

2.17 Further information on Lexcel can be found on The Law Society's website: <http://www.lawsociety.org.uk/productsandservices/lexcel.page>.

Appropriate authorisation from a Relevant Professional Body

2.18 The required services include Reserved Legal Activities which can only be carried on by authorised persons, exempt persons, or certain non-commercial organisations which are subject to transitional provisions, as defined within the Legal Services Act 2007. Applicants for a PSTA Contract must therefore ensure that they have all necessary licences and authorisations from a Relevant Professional Body to conduct Contract Work at the Tender Deadline.

Indemnities

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

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

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

Implementation Period

2.22 The Implementation Period will last from Contract Start Date to 31 May 2020. This is the period during which the Provider will ensure the necessary infrastructure, staff and other aspects of the service are in place, in accordance with the representations made in their Tender and as required by the PSTA Contract, to achieve successful implementation by the Service Commencement Date. During the Implementation Period, the Provider will be required to finalise the draft BCDR plan provided as part of the Implementation Plan to the LAA's satisfaction. The Provider will also be required to regularly meet with LAA throughout the Implementation Period to report on the progress of implementation in line with the Provider's Implementation Plan. The LAA will endeavour to provide additional information to the Provider (where available) to support successful implementation.

SECTION 3: e-TENDERING SYSTEM

The e-Tendering System

- 3.1 All Tenders must be completed and submitted using the e-Tendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at: <https://legalaid.bravosolution.co.uk>
- 3.2 Applicants already registered on the e-Tendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the e-Tendering system to ensure that they are up to date.
- 3.3 Where an Applicant already has multiple registrations on the e-Tendering system, it should ensure that it uses the registration which matches the name and trading status of the organisation whose Tender response is being submitted.
- 3.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the e-Tendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the e-Tendering system guides available through the 'Technical Support and Guidance' link on the e-Tendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the e-Tendering system message boards and may send messages through the boards relating to both the SQ and the CDD ITT. Applicants must check the message boards regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their e-Tendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender Response, can be actioned as necessary.
- 3.7 The SQ and CDD ITT are available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the e-Tendering system.
- 3.8 Applicants must submit a SQ Response and a CDD ITT Response.
- 3.9 Applicants may not submit more than one SQ Response and one CDD ITT Response. Where an Applicant submits more than one SQ Response and/or more than one CDD ITT Response, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 3.10 The SQ Response and CDD ITT Response submitted must each be capable of assessment by the LAA.
- 3.11 If an SQ Response is not submitted or is incapable of assessment it will be rejected.
- 3.12 If a CDD ITT Response is not submitted, is incomplete or is incapable of assessment it will be rejected.

- 3.13 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.14 Once Applicants have completed their SQ Response and to the CDD ITT Response, they must submit each response by clicking on the "Submit Response" button.
- 3.15 Applicants may amend and re-submit their response at any time up to the Deadline. If so amended and re-submitted, only the last response shall be assessed.
- 3.16 An Applicant may check that it has successfully submitted its SQ/CDD ITT Response by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its SQ/CDD ITT Response for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the e-Tendering system are up to date.
- 3.17 SQ and CDD ITT Responses are sealed. This means that the LAA is unable to access submitted SQ/ CDD ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an SQ Response, ITT Response or Tender, nor can it confirm if a SQ Response, CDD ITT Response or Tender has been completed correctly.
- 3.18 All questions marked with a red asterisk on the e-Tendering system are mandatory. The e-Tendering system will not permit an Applicant to submit its SQ/CDD ITT Response unless answers to those questions are provided.
- 3.19 There is a button in the e-Tendering system called 'check mandatory questions'. By clicking on this, the e-Tendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 3.20 When an Applicant submits its SQ/CDD ITT Response for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the SQ/CDD ITT Response has been transmitted to the LAA and not whether the SQ/CDD ITT Response is fully completed and/or will be assessed as being successful.

Mandatory Attachments

- 3.21 Applicants are required to upload three Mandatory Attachments as part of their Technical Envelope submissions:
- Staff Organogram;
 - Resourcing Plan Pro Forma; and
 - Implementation Plan Pro Forma.
- 3.22 Whilst Applicants can submit their own Staff Organogram subject to the formatting requirements set out below, Applicants are required to use the CDD Resourcing Plan Pro

Forma and CDD Implementation Plan Pro Forma provided. These can be downloaded from the 'Attachments' section within the CDD ITT. Details entered into the forms will only be saved if the Applicant saves the form on its own computer system. Once the relevant forms have been completed and saved on the Applicant's own system, they can be uploaded into the CDD ITT Response by clicking on the 'Click to attach' button against the relevant question in the ITT.

- 3.23 It is the Applicant's responsibility to ensure that they have access to an IT system which is compatible with the templates provided.
- 3.24 Please note that because the Mandatory Attachments are completed outside of the e-Tendering system and uploaded into the CDD ITT Response, it is not possible for the e-Tendering system to prevent incorrect or incomplete information being submitted and it is the Applicant's responsibility to ensure fully completed and accurate information is attached.
- 3.25 The LAA will only accept attachments submitted in the following formats:
- Microsoft Word;
 - Microsoft Excel; or
 - Adobe PDF.
- 3.26 As it is not possible for the e-Tendering system to prevent incorrect or incomplete attachments being submitted, it is the responsibility of Applicants to ensure that the relevant attachments are correctly uploaded.
- 3.27 Applicants that fail to upload the full set of attachments using the CDD Resourcing Plan Pro Forma and CDD Implementation Plan Pro Forma templates provided will be considered to have submitted a non-compliant Tender and may be rejected from the process.
- 3.28 Applicants can also check the contents of the attachments they have uploaded as part of their Tender by going back to the Tender in the ITT within the e-Tendering system (found in the "Actions" menu). To do this, Applicants should go to the section in the CDD ITT against which the attachments are uploaded and select "Download". This will open the versions of the attachments uploaded as part of a Tender.
- 3.29 Before submitting a Tender, the Applicant should check to ensure that:
- all questions and Quality Award Criteria/sub-criteria have been answered and that it has provided all necessary parts of a completed Tender referred to below;
 - it has uploaded all required Mandatory Attachments;
 - it is satisfied that the Mandatory Attachments uploaded are correct; and
 - it is satisfied that the Tender is accurate, complete and detailed enough to allow the LAA to evaluate it.

SECTION 4: COMPLETION OF SQ and CDD ITT

Accessing and completing the SQ

4.1 A Tender will consist of a response made through the e-Tendering system to the SQ and the CDD ITT.

4.2 The SQ can be found in 'Project 109' in the e-Tendering system as follows:

- ITT 656 – 'Selection Questionnaire for CDD Services from June 2020'.

4.3 A completed SQ Response must comprise the following parts:

- Responses to the questions in Section A – organisation and contact details; and
- Responses to the questions in Section B – mandatory grounds for exclusion; and
- Responses to the questions in Section C – discretionary grounds for exclusion; and
- Signed declaration in Section D.

4.4 The CDD ITT can also be found in the e-Tendering system in 'Project 99' as follows:

- ITT 657 – ITT for CDD Services from June 2020

4.5 A completed CDD ITT Response must comprise of the following parts:

Technical Envelope

- Evidence to validate the Applicant meets the Minimum Requirements that must be met at the time of submitting its Tender; and
- Responses to all Quality Award Criteria/sub criteria in the Technical Envelope; and
- Signed declaration in the Technical Envelope; and
- Staff Organogram Mandatory Attachment; and
- CDD Resourcing Plan Proforma Mandatory Attachment; and
- CDD Implementation Plan Proforma Mandatory Attachment.

Commercial Envelope

- A completed Price Form.

Completion of the Selection Questionnaire

4.6 All Applicants are required to submit an SQ Response.

4.7 The SQ contains a series of questions covering the following areas:

- Section A (non-assessed) - Organisation and contact details

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

4.8 A full breakdown of each of the questions is set out in Annex B.

- *Section A - Organisation and contact details*

4.9 This information is non-assessed but may be used to validate aspects of the Applicant's Tender and in the production of the successful Applicant's Contract.

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

4.10 For each question the Applicant is presented with a series of drop down options from which to select a response. Where a requirement is not met outright the Applicant will be provided with a series of 'free text' boxes in which to give further details (known as 'exceptional circumstances'). These will be used by the LAA to consider whether those exceptional circumstances are deemed to be satisfactory for the Applicant to meet the SQ requirement.

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

4.12 The LAA will assess SQ Responses on the basis of information submitted by the Applicant in its SQ Response. SQ Responses for Sections B and C will be assessed on a pass or fail basis.

4.13 Where an Applicant's SQ Response states it does not meet the SQ requirements outright in questions C.8 (LAA contract terminations), C.9 (Peer Review) and C.10 (individuals prohibited from undertaking publicly funded work) the LAA will review its own records in assessing whether the requirements have been met. For all other questions in Section B and C, the LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to disqualify an Applicant for submitting false and/or misleading information as provided at paragraphs 7.29 – 7.31 of this IFA.

- *Section D – Declaration*

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

- (a) the Compliance Officer for Legal Practice (COLP) where Applicant is authorised by the Solicitors Regulation Authority (SRA); or
- (b) the Head of Legal Practice (HOLP) where Applicant is authorised by the Bar Standards Board (BSB); or
- (c) the Compliance Manager (CM) where Applicant is authorised by CILEx Regulation (CILEx); or
- (d) where the Applicant is not authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions

relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

4.15 An Applicant wishing to tender for the CDD Services must also submit a CDD ITT Response through the e-Tendering system.

4.16 The CDD ITT can be found in the e-Tendering system as follows:

- ITT 657 - ITT for CDD Services from June 2020

4.17 Applicants must complete a CDD ITT Response in addition to an SQ Response to constitute a Tender. The CDD ITT contains the following two envelopes:

- Technical Envelope (Minimum Requirements and Quality Award Criteria); and
- Commercial Envelope (Price Award Criteria).

Submitting a Completed CDD ITT Response

4.18 A completed CDD ITT Response must comprise of the following parts:

Technical Envelope

- Evidence to validate the Applicant meets the Minimum Requirements that must be met at the time of submitting its Tender; and
- Responses to all Quality Award Criteria/sub criteria in the Technical Envelope; and
- Signed declaration in the Technical Envelope; and
- Staff Organogram Mandatory Attachment; and
- CDD Resourcing Plan Proforma Mandatory Attachment; and
- CDD Implementation Plan Proforma Mandatory Attachment.

Commercial Envelope

- A completed Price Form which provides the Case Fee bid by the Applicant.

Technical Envelope (Minimum Requirements and Quality Award Criteria)

4.19 The Technical Envelope in the CDD ITT contains:

- The Minimum Requirements the Applicant must commit to meeting; and
- The Quality Award Criteria.

Minimum Requirements

4.20 The Minimum Requirements are detailed at paragraph 2.5 of this IFA. By submitting a CDD ITT Response, Applicants are committing to meet these Minimum Requirements by the

relevant date. There are two Minimum Requirements that Applicants must meet at the point of submitting their Tenders:

- i. being fully constituted and having appropriate authorisation from a Relevant Professional Body where required under the Legal Services Act 2007; and
- ii. holding a relevant Quality Standard.

4.21 Applicants must provide the evidence required to demonstrate that the Applicant meets each of these Minimum Requirements. The LAA will use the information provided to validate whether the Applicant has met these Minimum Requirements in accordance with Section 6 of this IFA.

Quality Award Criteria

4.22 The Quality Award Criteria require Applicants to set out how they will deliver the Contract Work, including how they will deploy appropriate infrastructure and appropriately skilled and experienced staff to deliver the Contract Work tendered for. The Quality Award Criteria will be assessed in accordance with the evaluation methodology set out in Section 6 of this IFA to determine a “quality” score. The score achieved by Applicants under the Quality Award Criteria will then be combined with the score awarded in the Commercial Envelope (the Price Award Criteria) to determine the most economically advantageous tender.

4.23 The Quality Award Criteria are summarised below and fully set out at Annex C.

Quality Award Criteria	Sub criteria	Sub criteria Weighting	Quality Award Criteria Weighting	Total Quality Award Criteria Weighting
Non-assessed information <i>Pass/Fail Elements)</i>	N1 -Submission Requirement: Staff Organogram	N/A	N/A	40%
	N2-Submission Requirement: Resourcing Plan	N/A	N/A	
	N3 -Submission Requirement: Implementation Plan	N/A	N/A	
1- Staffing the service	1.1 Skills and experience of Advisers and Supervisors in place to deliver the CDD Services Minimum Quality Criterion	8	10%	
	1.2 Skills and experience of staff in delivering a specialist telephone advice service	2		
2- Delivery of a Quality Service	2.1 Supervision of staff delivering specialist legal advice	5	10%	
	2.2 Compliance with Service Standards	3		
	2.3 Performance against KPIs	2		
3: Capacity Planning for the Service	3.1 Resourcing Plan – Minimum Quality Criterion	9	12%	
	3.2 Dependency on the contract	3		
4: Implementation of the Service	4.1 Implementation of the CDD Services for 1 June 2020 – Minimum Quality Criterion	8	8%	
Declaration	Declaration	Pass/Fail		N/A

	Pass = (provision of signed declaration)			
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4.24 Quality Award Criteria 1 to 4 contain sub criteria. These require the Applicant to complete a written response to the specific questions asked in the text boxes provided. The response provided by the Applicant for each sub criterion will receive a score of between 0-5 as detailed in Section 6 of this IFA.

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

4.26 As part of the CDD ITT, Applicants must provide a Staff Organogram to set out how they will staff the CDD Service. Applicants should use their own templates. However, as a minimum, the Staff Organogram must:

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

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

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

4.29 The CDD Implementation Plan Pro Forma of the successful Applicant will form part of the PSTA Contract. The LAA may instruct the Applicant to alter their Implementation Plan where, in the LAA's reasonable opinion, the existing plans create unacceptable

risk or are otherwise of insufficient quality during the Implementation Period and/or during the Contract Period.

Consequences of failure to submit Mandatory Attachments

- 4.30 Where an Applicant has failed to upload one of the Mandatory Attachments, they may have their Tender rejected.

Declaration

- 4.31 The Technical Envelope also contains a declaration section and Applicants are referred to the 'Declarations' section of Annex C for the precise wording. The declaration must be provided by:
- (a) the Compliance Officer for Legal Practice (COLP) where the Applicant is authorised by the Solicitor Regulation Authority (SRA); or
 - (b) the Head of Legal Practice (HOLP) where the Applicant is authorised by the Bar Standards Board (BSB); or
 - (c) the Compliance Manager (CM) where the Applicant is authorised by the Chartered Institute of Legal Executives (CILEx); or
 - (d) where the Applicant is not authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.
- 4.32 In summary, all Applicants must certify that all information provided as part of their Tender is accurate, that they commit to meeting the Minimum Requirements by the relevant date, that they understand the information provided will be used to assess suitability to deliver the Contract, and that they understand the LAA may reject their Tender at any time or disqualify them from the procurement process if they fail to answer all relevant questions fully or if they provide false/misleading information.

Commercial Envelope (Price Award Criteria)

- 4.33 The CDD ITT also includes the Commercial Envelope which contains the Price Form. The Applicant is required to complete the Price Form by inputting a single price for delivering the CDD Services. This information will be used to determine the marks awarded for price for each Tender.
- 4.34 The pricing structure under the Contract will be based on a charge payable by the LAA to the Provider for each Closed Case (the "Case Fee"). LAA will make no other payments to the Provider for performing the CDD Services.
- 4.35 Applicants must input a single Case Fee into the Price Form and submit it through the Commercial Envelope. The price must be expressed in pounds sterling (£) and be exclusive of VAT.
- 4.36 Applicants will need to consider all of the likely costs related to the delivery of the CDD Services in determining the appropriate Case Fee, including but not limited to:
- (a) Set up costs (IT and telephony infrastructure, recruitment etc);
 - (b) Staff costs (wages, training etc);

- (c) Reporting;
- (d) Quality management;
- (e) Other ongoing costs (telephone calls, overheads); and
- (f) Exit costs

4.37 Case Fees submitted by Applicants in the Price Form will be applicable for the duration of the Contract.

4.38 No additional payments will be made for the CDD Services outside of the Case Fee.

4.39 Before submitting a Tender, the Applicants should ensure that:

- i. all Quality Award Criteria/sub criteria have been answered and that it has provided all necessary parts of a completed Tender referred to above;
- ii. it is satisfied that the Tender is accurate and complete and detailed enough to allow LAA to evaluate.

SECTION 5: APPLICANTS' QUESTIONS

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

Questions about this IFA

- 5.2 If an Applicant has any questions about the content of this IFA, it may submit them up until **5pm on 10 February 2020**. This is referred to in the e-Tendering system as the 'End date for supplier clarification messages'.
- 5.3 All such questions must be submitted using the e-Tendering system message boards.
- 5.4 Because of the way the LAA downloads messages from the e-Tendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to. However, during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.
- 5.5 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages <https://www.gov.uk/government/publications/criminal-defence-direct-services-from-june-2020>
- 5.6 Applicants should note that this is the only opportunity to ask questions about the CDD Procurement Process. The LAA will not be able to provide responses to questions about the process through any other method.

Technical questions about how to operate the e-Tendering system

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

SECTION 6: TENDER ASSESSMENT

- 6.1 Applicants are required to submit a SQ Response as part of their Tender. If their SQ Response is assessed as unsuccessful, their CDD ITT Response will not be evaluated.
- 6.2 The evaluation of Tenders will be conducted in accordance with the following stages:
- Stage 1: SQ Response assessment
 - Stage 2: Validation of Minimum Requirements
 - Stage 3: Quality Award Criteria assessment (Technical Envelope)
 - Stage 4: Price Award Criteria assessment (Commercial Envelope)
 - Stage 5: Final score

Stage 1 –SQ Response assessment

- 6.3 The LAA will check that the Applicant has submitted an SQ Response as part of its Tender. In the event that no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 6.4 Where an SQ Response has been submitted as part of this procurement process the LAA will assess the SQ Response in accordance with the assessment approach detailed in Annex B.
- 6.5 The sole right of appeal is set out at paragraph 7.39 of this IFA.
- 6.6 Applicants whose SQ Response is assessed as successful will proceed to Stage 2 (validation of Minimum Requirements).
- 6.7 Where an Applicant is notified that its SQ Response is unsuccessful but the Applicant subsequently successfully appeals against the outcome, the Applicant's Tender will proceed to stage 2.

Stage 2 –Validation of Minimum Requirements (Technical Envelope)

- 6.8 The LAA will check that the Applicant has provided the required evidence within the Technical Envelope to enable validation to take place. The LAA will also check the information submitted to identify whether the evidence provided demonstrates that the Applicant meets the Minimum Requirements that must be evidenced at the point of Tender submission (as detailed at paragraph 2.5 of this IFA).
- 6.9 Where an Applicant fails to provide the required evidence and/or the evidence provided does not demonstrate that the Applicant meets the necessary Minimum Requirements, their Tender may be rejected, resulting in the Applicant taking no further part in the evaluation process.
- 6.10 Applicants' Tenders that successfully evidence the necessary Minimum Requirements are met at the point of Tender submission will proceed to stage 3.

Stage 3 – Quality Award Criteria assessment (Technical Envelope)

- 6.11 Stage 3 will evaluate the Quality Award Criteria responses submitted by Applicants which are contained within the Technical Envelope. The score achieved by Applicants for the Quality Award Criteria constitutes 40% of the overall available score.
- 6.12 Each of the Quality Award Criteria (see Annex C) is made up of a number of sub criteria. These ask Applicants how they will deliver the CDD Service. Responses to these sub criteria will be assessed and given a score between 0 and 5 in accordance with the scoring matrix below.
- 6.13 To score higher points, Applicants should reference the specific PSTA Contract requirements and the specific characteristics of the CDD Service (e.g. estimated Case volumes). Responses that are generic and are not PSTA Contract specific are likely to achieve lower points.

Scoring Matrix

Score (0-5)	Scoring Criteria:
0	Unacceptable: The following is indicative of factors that would lead to a score of 0: The Applicant fails to respond to the sub criteria or there is substantial failure to properly address any issues/areas listed in the sub criteria
1	Poor response: The following is indicative of factors that would lead to a score of 1: Little or no detail provided to answer the sub criteria or a generic or vague response is provided making no reference to the specific issues/areas listed in the sub criteria The response provided requires the reviewer to make assumptions The response provides confused and/or contradictory information in relation to other responses
2	Satisfactory: The following is indicative of factors that would lead to a score of 2: The response engages with the sub criteria but does not specifically address all issues/areas listed in the sub criteria The Applicant provides limited evidence/information indicating how it meets the sub criteria
3	Good: The following is indicative of factors that would lead to a score of 3: The response addresses all issues/areas listed in the sub criteria The Applicant provides some evidence/information how it meets the sub criteria

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

6.14 **Annex C** includes guidance, providing further detail on how the Quality Award Criteria will be assessed, which Applicants are strongly encouraged to read.

6.15 The relevant weighting will be applied to the score achieved against each sub criterion. Weighted scores will be calculated to one decimal place. Weighted scores for all the Quality Award Criteria sub criteria in the Technical Envelope will be added together to give an overall score out of 40.

6.16 An example of how this will operate is set out below, including example scores:

Award Criteria	Sub Criteria	Sub Criteria Weighting	Award Criteria Weighting	Applicant Score (out of 5)	Weighted Score
Non-assessed information <i>Pass/Fail Elements</i>)	N1 -Submission Requirement: Staff Organogram	N/A	N/A	N/A	N/A
	N2-Submission Requirement: Resourcing Plan	N/A	N/A	N/A	N/A
	N3 -Submission Requirement: Implementation Plan	N/A	N/A	N/A	N/A
1- Staffing the service	1.1 Skills and experience of Advisers and Supervisors in place to deliver the CDD Services Minimum Quality Criterion	8	10%	4	6.4
	1.2 Skills and experience of staff in delivering a specialist telephone advice service	2		4	1.6
2- Delivery of a Quality Service	2.1 Supervision of staff delivering specialist legal advice	5	10%	3	3

	2.2 Compliance with Service Standards	3		3	1.8
	2.3 Performance against KPIs	2		3	1.2
3: Capacity Planning for the Service	3.1 Resourcing Plan – Minimum Quality Criterion	9	12%	5	9
	3.2 Dependency on the contract	3		3	1.8
4: Implementation of the Service	4.1 Implementation of the CDD Services for 1 June 2020 – Minimum Quality Criterion	8	8%	5	8
				30	32.8

6.17 In the example above, the Applicant would receive a total weighted score of 32.8 out of 40 possible points in the Quality Award Criteria.

Minimum Quality Criteria

6.18 Applicants are required to achieve at least a minimum score for certain Quality Award Criteria defined as Minimum Quality Criteria. An Applicant must achieve a non-weighted score of 2 or above for each Minimum Quality Criterion in order to be taken through to the next stage of the evaluation process.

6.19 Where an Applicant achieves a non-weighted score of 0 or 1 for sub-criteria:

- 1.1; or
- 3.1; or
- 4.1

their Tender will be rejected and they will take no further part in the evaluation process.

Stage 4 – Price Award Criteria assessment (Commercial Envelope)

6.20 Stage 4 will evaluate the responses contained within the Commercial Envelope submitted by Applicants. The score achieved by Applicants for the Price Award Criterion constitutes 60% of the overall available score.

6.21 Each Case Fee offered by Applicants for managing a CDD Case will be ranked from lowest to highest.

6.22 Case Fees offered by Applicants will be scored on a comparative basis. The lowest priced Case Fee will receive the highest score available (60) and other scores will be calculated by their relative distance from it, using the following methodology (calculated to two decimal places):

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

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

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

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

Rank	Applicant	Case Fee	Score (out of 60)
1	Example 1	£8.94	60
2	Example 2	£12.00	44.7
3	Example 3	£15.50	34.6

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

6.25 Where a Case Fee submitted by an Applicant is abnormally low, the Applicant will be required to explain how their price bid has been established and Regulation 69 of the Public Contracts Regulations 2015 shall apply.

Stage 5 – Final Score

6.26 At stage 5 Applicants will have their quality score (out of 40) and price score (out of 60) combined to give a Final Score out of 100, calculated to two decimal places.

6.27 The Final Scores of Applicants will be ranked, and the highest scoring Applicant will be awarded a PSTA Contract. An example is set out below:

Rank	Applicant	Quality Award Criteria Score (out of 40)	Price Award Criteria Score (out of 60)	Final Score (out of 100)
1	Example 1	35	60	95
2	Example 2	25	44.7	69.7
3	Example 3	20	34.6	54.6

6.28 In this example, the PSTA Contract would be awarded to Example 1.

6.29 In the unlikely event that Applicants are tied (which prevents the LAA identifying the successful Applicant), the LAA will show preference to the Applicant which achieved higher scores in the sub criteria designated as Minimum Quality Criteria

6.30 The sub criteria which are Minimum Quality Criteria are set out below:

- 1.1 Skills and experience of Advisers and Supervisors in place to deliver the CDD Services; and
- 3.1 Resourcing Plan; and
- 4.1 Implementation of the CDD Services for 1 June 2020.

6.31 The LAA will consider the scores that each tied Applicant has achieved for sub criterion 4.1 (Implementation of the CDD Services for 1 June 2020) and award to the Applicant who achieved the highest score for this question.

- 6.32 If bids are still tied the LAA will then consider the scores that each tied Applicant has achieved for sub criterion 3.1 (Resourcing Plan) and award to the Applicant who achieved the highest score for this question.
- 6.33 If bids are still tied the LAA will then consider the scores that each tied Applicant has achieved for sub criterion 1.1 (Skills and experience of Advisers and Supervisors in place to deliver the CDD Services) and award to the Applicant who achieved the highest score for this question
- 6.34 Where Applicants are still tied following the process set out above the LAA reserves the right, at our discretion, to request that Applicants attend an interview and/or undertake presentations in order to award the Contract.

Contract award

- 6.35 Applicants will be notified of the outcome of their Tenders by letter sent through the message board for the CDD ITT within the e-Tendering system in accordance with the timetable set out earlier in this IFA.
- 6.36 Where an Applicant is unsuccessful following stage 5, their letter will set out their score, ranking, the reasons for the score for each Award Criterion and relative characteristics and advantages of the successful Applicant's Tender.
- 6.37 The LAA will observe a 10-day standstill period beginning the day after notification of the outcome of this CDD Procurement Process is sent to Applicants.
- 6.38 An award of a Contract to a successful Applicant is conditional on the Contract being agreed in accordance with LAA internal procedures which may include the provision of indemnities or guarantees by the Applicant.
- 6.39 The LAA reserves the right not to award a Contract or to withdraw a notification of award at any time before the Contract is executed.

SECTION 7: GENERAL RULES OF THIS CDD PROCUREMENT PROCESS

Introduction

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

Submitting a Tender

- 7.4 The Applicant agrees to comply with the rules (contained in this Section 7 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA e-Tendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA may assess the Applicant's Tender as unsuccessful.
- 7.5 The Applicant must submit a complete Tender (in accordance with paragraph 1.2) by the Deadline. For the purposes of the Deadline, the time specified on the e-Tendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:
- (a) any requests by the Applicant to amend or submit the Tender after the Deadline;
or

- (b) any requests by the Applicant for an extension of the time or date fixed for the submission of the Tender

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

7.6 The Applicant must submit a complete Tender (in accordance with paragraph 7.8) using the e-Tendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.

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

- (a) the Applicant's COLP, or HOLP or CM; or
- (b) where the Applicant is not authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either:
 - (i) has decision and/or veto rights over decisions relating to the running of the Applicant; or
 - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

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

7.9 The Applicant may only submit one Tender (i.e. one SQ Response and one CDD ITT Response). If more than one SQ Response, or CDD ITT Response is received from the Applicant, the LAA will assess the last SQ Response or CDD ITT Response submitted before the Deadline and any others will be rejected.

- 7.10 The Applicant may amend and resubmit its Tender at any time up to the Deadline. Only the last Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.
- 7.11 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 7.12 Subject to the LAA's right to clarify at paragraph 7.27, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 7.13 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 7.14 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 7.15 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all of the Contract Work it has submitted a Tender for.

- 7.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 7.17 By submitting a Tender, the Applicant agrees to be bound by the PSTA Contract without further negotiation or amendment.
- 7.18 In submitting its Tender, the Applicant acknowledges that this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct or decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.
- 7.19 The Applicant must monitor and respond as appropriate to messages received through the e-Tendering system throughout this procurement process, and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the e-Tendering system, including that outlined in paragraph 7.22 will be deemed to have been received by the Applicant at the time of transmission in the e-Tendering system. The time specified in the e-Tendering system shall be the definitive time.
- 7.20 Any Frequently Asked Questions published through the e-Tendering system in accordance with Section 5 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.
- 7.21 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

Right to Cancel or Amend the Procurement Process

- 7.22 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/criminal-defence-direct->

[services-from-june-2020](#) and notified to individual Applicants through a message on the e-Tendering system.

- 7.23 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 7.22 before the Deadline may be rejected.
- 7.24 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 7.25 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 7 will take precedence.
- 7.26 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

Right to Clarify / Verify

- 7.27 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. It will not do so where this would afford an Applicant the opportunity to improve its Tender by submitting a changed bid which would constitute a new tender. Where it does exercise its discretion to seek clarification or verification, in making its decision following receipt of an Applicant's response, the LAA will not take into account any information received which falls outside of the scope of the specific clarification or verification it is seeking.
- 7.28 Where the LAA contacts the Applicant in circumstances outlined in paragraph 7.27, the Applicant must provide the information requested by the date specified by the LAA. Any

information provided by the Applicant after the specified date may not be taken into account by the LAA when evaluating the Applicant's Tender.

Right to Exclude

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

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

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

7.31 Paragraph 7.30 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

Canvassing

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

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

Collusion

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

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

7.34 If the LAA reasonably concludes that the Applicant has colluded with another person in any way that breaches paragraph 7.33 the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant from any further involvement in this procurement process.

Award

7.35 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA. The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon reassessment, the Applicant's Tender is deemed to be unsuccessful, or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a Contract. Failure to notify the LAA of a material

change may result in disqualification from the procurement process and/or termination of the PSTA Contract (as applicable).

- 7.36 The LAA reserves the right, prior to any execution of a Contract, to carry out further due diligence checks. Where, as part of any due diligence, an Applicant is found not to comply with any of the Minimum Contract Requirements which the Applicant committed to meeting in its Tender, the LAA may not proceed with any decision made to award a Contract.
- 7.37 The LAA reserves the right to place additional contractual conditions on the award of a Contract to an individual Applicant.
- 7.38 The award of a Contract does not guarantee a minimum amount of work for the Applicant or that a minimum level of income will be generated for the Applicant as a result of the Contract.

Appeal and costs and expenses of Tender

- 7.39 Subject to clause 7.42 the Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the SQ Response (subject to paragraph 7.27-8), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.
- 7.40 There is no other right of appeal, including, for example but not limited to, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.
- 7.41 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.
- 7.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.

- 7.43 Appeals should be submitted using the appeals pro-forma which will be made available at <https://www.gov.uk/government/publications/criminal-defence-direct-services-from-june-2020>
- 7.44 The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 7.45 The LAA's Principal Legal Adviser (or their appointed representative) will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 7.46 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

Confidentiality, Data Protection & Freedom of Information

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

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

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

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

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

- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Legislation (which includes the Data Protection Act 1998, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 (from the respective date when each is in force) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable law about the processing of personal data and privacy together with any codes of conduct and guidance issued by the Information Commissioner); and
- (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data, and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.

7.54 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government

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

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

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

Copyright & Intellectual Property Rights

7.57 The information contained in this IFA is subject to Crown copyright 2016. Applicants may, subject to 7.58, reuse this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit:

<http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3>

or write to the: Information Policy team, The National Archives, Kew, London, TW9 4DU, or complete the online enquiry form

<https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>

7.58 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of Criminal Defence Direct Services (CDD Services) in England and Wales from 1 June 2020, Licensed under the Open Government Licence v3.

ANNEX A: The CDD Services – Key Volumes and Case information

Given the nature of the CDD Services the LAA cannot offer certainty on the volume of CDD Cases that the Applicant will be required to manage under the Contract.

The following historical data is provided purely for informational purposes to aid Applicants when constructing their Tender. They do not form any form of future guarantee. The data provides historic Case information for the entire CDD Service

As referred to at paragraph 1.20, the LAA anticipates that the successful Applicant will be allocated will be allocated approximately 50% of the total Case volume.

The Provider must be able to deal with fluctuating CDD Case volumes and must be able to manage significant peaks and troughs in demand.

It will be the sole responsibility of the Provider to develop forecasts for Cases and resource the Services appropriately.

Historical case volumes

The total CDD Case volumes **closed** across **the entire CDD Service** for the last two full financial years is set out below.

Table 1 ¹	
Financial year	Total Case volume
2017/2018	67,719
2018/2019	65,913

A breakdown of monthly CDD Case volumes **received** for **the entire CDD Service** for 2018/19 is set out below.

Table 2 ¹	
Month	Total Case volumes
April	5,559
May	5,570
June	5,526
July	5,591
August	5,482
September	5,400

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

October	5,642
November	5,504
December	5,747
January	5,577
February	4,828
March	5,487
Total	65,913

Average Case volumes per hour

The table below sets out the average number of CDD Cases per hour over a week (recorded each hour by the DSCC) from April 2019 – October 2019 for the entire CDD Service.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
00:00	9	8	8	9	10	13	13
01:00	9	8	8	9	9	14	16
02:00	8	6	6	8	8	15	14
03:00	7	6	6	8	8	13	13
04:00	6	5	5	5	7	11	12
05:00	5	5	5	6	7	10	11
06:00	3	3	3	4	3	6	6
07:00	3	4	4	4	4	5	5
08:00	5	6	6	5	6	5	7
09:00	7	8	8	7	8	6	7
10:00	7	7	7	8	8	7	7
11:00	8	8	8	8	8	6	6
12:00	8	8	8	7	6	6	6
13:00	6	7	7	7	6	6	6
14:00	6	7	7	7	7	7	7
15:00	8	9	9	9	8	7	7
16:00	9	8	8	9	8	7	7
17:00	8	9	9	10	9	8	8
18:00	7	8	8	8	7	7	8
19:00	9	8	8	10	9	9	7
20:00	9	9	9	9	10	10	9
21:00	9	9	9	9	10	9	9
22:00	8	9	9	8	11	9	9
23:00	8	8	8	8	11	10	8

ANNEX B: SQ QUESTIONS AND ASSESSMENT

Section A – organisation and contact details

Note	All Applicants must submit a response to this Selection Questionnaire (SQ), regardless of whether they have previously submitted a SQ Response as part of any other procurement process. Applicants must ensure that they complete and submit a CDD ITT Response in addition to this SQ.	
No.	Question	Response options and assessment
A.1	Full name of Applicant including trading name(s) that will be used if successful in this procurement process	Free text
A.2	Registered or head /main office address	Free text
A.3	Postcode of registered or head/main office address	Free text
A.4.i	Trading status	Options list a) Public limited company b) Limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other

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

	LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant's current LAA Contract Schedule documentation (where applicable).	
A.7.i	Predecessor bodies – has the Applicant been subject to any change to its status in the three years preceding the date of its Selection Questionnaire Response submission? This may include (but is not limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership.	Options list: i) Yes ii) No
A.7.ii	If you answered “Yes” to question A.7.i, please provide details of all status changes in this time period.	Free text
A.8	Parent companies – please list any organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders). In your response please include: - Full name of the parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office VAT number (if applicable) If the Applicant does not have any parent companies please answer “N/A”	Free text
A.9	Contact details for the purposes of the SQ – contact name and role within the Applicant	Free text
A.10	Contact address and postcode	Free text

A.11	Contact email address	Free text
A.12	Contact telephone number	
Note	Please note: A criminal record check for relevant convictions may be undertaken for successful Applicants and their Key Personnel	

Section B – grounds for mandatory exclusion

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

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

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

B.2	<p>Regulation 57(3) Within the past five years has the Applicant or any of its Key Personnel been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), to be in breach of obligations related to the payment of tax or social security contributions?</p> <p>Please note that if the Applicant is a new organisation which does not yet have obligations relating to payment of social security and taxes, it should still answer the question above in relation to its Key Personnel.</p>	Yes (Fail, subject to information in B.2(a) – (f)) No (Pass)
	If the Applicant has answered “Yes” to question B.2, it must give details by answering questions B.2(a)– (f) below.	
B.2(a)	Please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
B.2(b)	Please explain what the obligations were, which the Applicant or any of its Key Personnel has failed to meet, including the name of the social security contribution or tax, the date(s) it fell due and the date of the binding decision referred to in B.2 above.	Free text
B.2(c)	Please confirm that you have paid the outstanding sum (including the date paid in full) or give the value of unmet obligation(s)	Free text
B.2(d)	If the social security contribution or tax relates to the Applicant please confirm the percentage value of the unmet obligation(s) of the Applicant’s annual turnover. If the social security contribution or tax relates to Key Personnel please enter "N/A".	Free text
B.2(e)	Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable: <ul style="list-style-type: none"> - the date the agreement was made; and - any accrued interest and/or fines; and - the date by which the amount(s) were or will be repaid. If no agreement is in place, please enter “No agreement”	Free text

B.2(f)	Please attach evidence of the binding agreement reached, where appropriate. Where you do not have evidence of a binding agreement there is no need to attach a document.	Attachment
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Section C – grounds for discretionary exclusion

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

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

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

	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on the following webpage, which should be referred to before completing these questions: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</p> <p>Unless a different time period is specified in any question, please indicate if, within the past three years, anywhere in the world any of the following situations have applied to the Applicant or any of its Key Personnel.</p>	
C.1	Breach of environmental obligations, breach of social obligations and/or breach of labour law obligations?	Yes (discretionary fail) No (pass)

	Exceptional circumstances – if the Applicant has answered “Yes” to question C.1 it must give details by answering questions C.1(a) - (d) below.	
C.1(a)	Please give details about the nature of the event(s) leading to this violation	Free text
C.1(b)	Please give details about the nature of the violation and any sanction applied	Free text
C.1(c)	Please give the date when the violation occurred	Free text
C.1(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a violation	Free text
C.2	Is/has the Applicant or any of its Key Personnel (been) bankrupt or the subject of insolvency or winding-up proceedings, where the assets are being administered by a liquidator or by the court, where it is/has been in an arrangement with creditors, where its business activities are/have been suspended or it is/has been in any analogous situation arising from a similar procedure under the laws and regulations of any State? For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA).	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions as appropriate below.	
C.2(a)	Where it relates to the Applicant please enter “Relates to Applicant”. Where this relates to a member of your Key Personnel please give the name and position of the person(s) involved.	Free text
C.2(b)	Is/has the Applicant or any member of its Key Personnel either at this organisation or any previous organisation (been) the subject of an IVA or a CVA as a result of the non-payment of taxes or social security contributions?	Yes (Answer C.2(c) to C.2(h)) No (Answer C.2(j) to C.2(l))
C.2(c)	Please provide the value of the IVA or CVA when entered into	Free text
C.2(d)	Please provide the date on which the IVA or CVA was entered into	Free text
C.2(e)	Where the IVA or CVA has been subject to any rescheduling of repayments, please provide:	Free text

	<ul style="list-style-type: none"> • details of what changes were agreed, including the date when the rescheduling occurred; and • confirmation of changes to the repayment amount (including the amount the repayments were changed from); and • confirmation of any change to the date of discharge (including the original date of discharge). <p>Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".</p>	
C.2(f)	When is the IVA or CVA due to be discharged?	Free text
C.2(g)	<p>On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable fall due?</p> <p>For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.</p>	Free text
C.2(h)	Have all payments of taxes and social security contributions for both the Applicant and each of its Key Personnel following the imposition of the IVA/CVA been met?	<p>Yes</p> <p>No (Answer C.2(i))</p>
C.2(i)	<p>Where the Applicant has answered "No" to C2.(h), please provide details of:</p> <ul style="list-style-type: none"> - the type liability owing (which tax or social security contribution); and - to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and - the amount of the outstanding liability; and - the date on which the amount became due; and - whether there is a binding agreement in place to repay the amount. 	Free text
C.2(j)	Please give details of the type of event and the date on it occurred	Free text

C.2(k)	Please give details about the situation, including the amount of money involved and the date when the issue arose	Free text
C.2(l)	Please give details about any measures the Applicant has taken to ensure that the situation is resolved and confirm the current position on repayments including the date by which the amount will be repaid.	Free text
C.3	Issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date?	Yes (discretionary fail) No (Pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (e) below.	
C.3(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
C.3(b)	Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued	Free text
C.3(c)	Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued	Free text
C.3(d)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text
C.3(e)	Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future	Free text
C.4	Guilty of grave professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.4, it must give details by answering questions C.4 (a) - (e) below.	

C.4(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
C.4(b)	Please give the date when the event(s) occurred	Free text
C.4(c)	Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification	Free text
C.4(d)	Please give: <ul style="list-style-type: none"> the date that the finding of grave professional misconduct/disqualification was made. If no finding has been made to date, please give the date of any disciplinary body hearing date if known; detail of any sanction applied; and which body made the finding of guilt / is investigating the allegations 	Free text
C.4(e)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the finding or allegations of grave professional misconduct or disqualification.	Free text
C.5	Entered into agreements with other economic operators aimed at distorting competition?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.5, it must give details by answering questions C.5 (a) - (d) below.	
C.5(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
C.5(b)	Please give the date when the event(s) occurred	Free text
C.5(c)	Please confirm the nature of the event(s) leading to an agreement with other market operators aimed at distorting competition	Free text

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

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

C.8(f)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination	Free text
C.9	<p>Received either:</p> <p>a) two consecutive Peer Review ratings of 4; or b) a Peer Review rating of 5,</p> <p>in any Crime Category of Law following the outcome of any appeal in the last 5 years?</p> <p>The Applicant must also answer “Yes” to this question if any of its Key Personnel received two consecutive Peer Review ratings of 4 or a Peer Review rating of 5 whilst working as Key Personnel at another organisation in the last 5 years.</p>	<p>Yes (discretionary fail)</p> <p>No (Pass)</p>
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, you must give details by answering questions C.9(a) - (d) below.	
C.9(a)	Please confirm the Category(ies) of Law in which the Peer Review rating(s) have been received	Free text
C.9(b)	Please confirm the Peer Review rating(s) received	Free text
C.9(c)	Please give the dates when you were notified of the relevant Peer Review rating(s)	Free text
C.9(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Peer Review rating(s)	Free text
C.10	<p>Has anyone in your organisation received notification from the LAA that they may not conduct publicly funded work under an LAA Contract?</p> <p>For the avoidance of doubt this includes any Civil, Crime, Very High Cost Cases, Civil Legal Advice, Housing Possession Court Duty Scheme or Exceptional Case Contract.</p> <p>Any individual who has received notification from the LAA that they may not conduct publicly funded work</p>	<p>Yes (discretionary fail)</p> <p>No (pass)</p>

	under an LAA Contract may not conduct publicly funded work under a PSTA Contract. Where that individual is a member of your Key Personnel, the Applicant may be excluded from the procurement process, subject to an assessment of the questions below	
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, you must give details by answering questions C.10(a) - (h) below.	
C.10(a)	Please provide the full name(s) of the individual(s) who have been notified that they may not conduct publicly funded work under an LAA contract?	Free text
C.10(b)	Is/are the individual(s) a member of Key Personnel?	Option: Yes No
C.10(c)	Please confirm the job title(s) of the individual(s) who has/have been notified that they may not conduct publicly funded work under an LAA contract	Free text
C.10(d)	Please provide the date on which the individual(s) was/were notified	Free text
C.10(e)	Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract.	Free text
C.10(f)	Please provide a copy of the letter sent by the LAA informing the Applicant/individual(s) of this restriction	
C.10(g)	What action has the Applicant undertaken to ensure that the individual does not conduct publicly funded work under an LAA contract?	Free text
C.10(h)	What action has the Applicant and/or individual undertaken to ensure that the events which led to the individual excluded from conducting publicly funded work under an LAA contract does not occur again?	Free text
	Please answer the following statements:	
C.11	The Applicant — (i) is/has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015	Yes (discretionary fail) No (pass)

	Exceptional circumstances – if the Applicant has answered “Yes” to question C.11, it must give details by answering questions C.11(a) - (e) below.	
C.11(a)	Please give the name of the contracting authority from whom your organisation withheld/misrepresented information	Free text
C.11(b)	Please confirm the nature of the affected contract(s)	Free text
C.11(c)	Please give the date when the event(s) occurred	Free text
C.11(d)	Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information	Free text
C.11(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information	Free text
C.12	The Applicant or any of its Key Personnel has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.12, it must give details by answering questions C.12(a) - (e) below.	
C.12(a)	Please give the name of the contracting authority(ies) affected	Free text
C.12(b)	Please confirm the nature of the affected contract(s)	Free text
C.12(c)	Please give the date when the event(s) occurred	Free text
C.12(d)	Please confirm the action taken by the contracting authority as a result of the Applicant’s action	Free text
C.12(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/negligently or materially influencing procurements and/or contracting authorities	Free text
C.13	Have any of the Applicant’s Key Personnel (irrespective of which organisation they were working for) received any conditions on their practising certificates imposed by a regulatory body, Relevant Professional Body or Complaints Body within the last three years?	Yes (discretionary fail) No (Pass)

	Exceptional circumstances – if the Applicant has answered “yes” to question C.13, it must give details by answering questions C.13(a) – (e) below.	
C.13(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved.	Free text
C.13(b)	Please give details about the nature of the event(s) leading to the imposition of the condition(s), including the date when the event(s) occurred	Free text
C.13(c)	Please give details of the condition(s) that were imposed, including the date they were imposed	Free text
C.13(d)	Please give details of the nature of any current condition(s) on practising certificates	Free text
C.13(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of condition(s)	Free text
C.14	Is the Applicant a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes (Answer C.14(a)) No (Pass)
C.14(a)	If you have answered yes to question C.14 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes (pass) (Answer C.14(b)) No (discretionary fail)
C.14(b)	Please provide the relevant url to view the statement	Free text
	Exceptional circumstances – if the Applicant has answered “No” to question C.14(a), it must give details by answering question C.14(c) below.	
C.14(c)	Please provide all relevant information for the LAA to consider your exceptional circumstances including why you are currently not compliant and what steps are being taken to become compliant with the Act. Please provide timescales for activity to be completed.	Free text

Section D – Declaration

I give my undertaking that I am either

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

and so authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered PSTA Contract.

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

	Question	Response Type
D.1	Name of the individual making declaration on behalf of the Applicant	Free text
D.2	Status within the Applicant organisation	Option List: i) COLP ii) HOLP iii) CM iv) Key Personnel

ANNEX C: MINIMUM REQUIREMENTS AND QUALITY AWARD CRITERIA QUESTIONS AND ASSESSMENT GUIDANCE

The Minimum Requirements and Quality Award Criteria are set out below. It is recommended that the Applicant review the guidance incorporated into this annex to understand the approach that will be taken to evaluating each question within the Quality Award Criteria.

	Criteria	Sub – Criteria	Sub-criteria Weighting	Quality Award Criteria Weighting	Total Quality Award Criteria Weighting	
Quality (Technical Envelope)	Minimum Requirements	Declaration of Minimum Requirements				
		Evidence of Relevant Quality Standard			Pass/Fail (Pass = provision of valid accreditation)	
		Evidence of authorisation of Relevant Professional Body			Pass/Fail (Pass = provision of valid authorisation)	
	Non-assessed information (Pass/Fail Elements)	N1 – Submission Requirement: Staff Organogram				Pass/Fail (Pass = provision of N1 Staff Organogram)
		N2 – Submission Requirement: CDD Resourcing Plan Pro Forma				Pass/Fail (Pass = provision of N2 Resourcing Plan)
		N3 – Submission Requirement: CDD Implementation Plan Pro Forma				Pass/Fail (Pass = provision of N3 Implementation Plan)
	Quality Award Criteria 1- Staffing the service	1.1 Skills and experience of Advisors and Supervisors in place to deliver the CDD Services (Minimum Quality Criterion)		8	10%	40%
		1.2 Skills and experience of staff in delivering a specialist telephone advice service		2		
	Quality Award Criteria 2- Delivery of a Quality Service	2.1 Supervision of staff delivering specialist legal advice		5	10%	
		2.2 Compliance with Service Standards		3		
		2.3 Performance against KPIs		2		
	Quality Award Criteria 3 - Capacity Planning	3.1 Resourcing Plan (Minimum Quality Criterion)		9	12%	
		3.2 Dependency on the contract		3		
Quality Award Criteria 4 – implementation Plan	4.1 Implementation of the CDD Services for 1 June 2020 (Minimum Quality Criterion)		8	8%		
	Declaration	Declaration Pass = (provision of signed declaration)			Pass/Fail	

Minimum Requirements

Question	Response Type
<p>By completing and submitting this CDD ITT Response, the Applicant confirms that it will meet the following minimum requirements by the timescales outlined below to be awarded a PSTA Contract and confirms it will evidence that it meets these requirements by the required dates;</p> <ul style="list-style-type: none"> • Will be fully constituted and has appropriate authorisation from a Relevant Professional Body where required under the Legal Services Act 2007 by the date of its Tender submission; • Will hold a relevant Quality Standard by the date of its Tender submission; • Will have at least one Office, where all Contract Work will be performed from, that meets the requirements detailed at Section 5 of Annex 1 – Specification by the Contract Start Date; • Will have by the Service Commencement Date all the necessary Supervisors and Advisors to deliver the CDD Service in accordance with the requirements as set out at Part A – Section 3 (Service Standards) of Annex 1 – Specification of the Contract. 	Note

	<ul style="list-style-type: none"> • Will be willing and able to deliver the CDD Service 24 hours a day, seven days a week from the Service Commencement Date in accordance with paragraph 2.1 to 2.2. of Part A of Annex 1 – Specification of the Contract • Will have in place by the Service Commencement Date all necessary workstation equipment, software and connections that meets the Contract requirements set out in Annex 1 – Specification and Annex 4 - IT Annex and which is sufficient for the maximum number of staff working on the CDD Service at any one time; and • Will have in place by the Service Commencement Date all necessary telephony equipment to meet the Contract requirements as detailed in Section 3 of Annex 1 Specification and which is sufficient for the maximum number of staff working on the CDD Service at any one time. 	
A.1.i	Please attach evidence of your accreditation to confirm you hold a relevant Quality Standard at the date of Tender submission	Attachment
A.1.ii	<p>Please provide evidence that you have the appropriate authorisation to provide Contract Work at the date of Tender submission by confirming:</p> <ul style="list-style-type: none"> • which Relevant Professional Body you are authorised by (i) Solicitors Regulation Authority, (ii) Bar Standards Board or (iii) CILEx Regulation; and • the corresponding authorisation number/reference. <p>Where, in accordance with the Legal Services Act 2007, the Applicant is able to deliver reserved legal services without authorisation from a Relevant Professional Body, please answer “N/A, exempt”</p>	Text

Non-Assessed Information

	Question	Response Type
N1 -Submission Requirement: Staff Organogram	<p>N1 – Submission Requirement: Staff Organogram</p> <p>Please provide your Staff Organogram showing all staff that will be deployed to deliver the CDD Service and the role they will each undertake. This includes Key Personnel, Supervisors, Advisers and management team. For each role, you need to provide:</p> <ol style="list-style-type: none"> the name of the staff member employed. Alternatively, indicate where the post is vacant; the title of their role, the main duties to be performed and their relevant qualifications for delivering the CDD Service; the number of hours per week each staff member will work delivering the CDD Service, stipulating the proportion of an FTE that the role provides; the basis of their employment (permanent, fixed term, temporary). Where temporary, stipulate how long the position will last; and reporting structures. 	Attachment
N2-Submission Requirement: CDD Resourcing Plan Pro Forma	<p>N2 – Submission Requirement: CDD Resourcing Plan Pro Forma</p> <p>Please complete and upload a completed CDD Resourcing Plan Pro Forma.</p> <p>Copies of the CDD Resourcing Plan Pro Forma can be accessed and downloaded from the ‘Buyer Attachments’ section in this ITT.</p>	Attachment
N3 – Submission Requirement: CDD Implementation Plan Pro Forma	<p>N3 – Submission Requirement: CDD Implementation Plan Pro Forma</p> <p>Please complete and upload a completed CDD Implementation Plan Pro Forma to demonstrate how the CDD Service will be operational by Service Commencement Date and how this will be achieved.</p> <p>Your completed CDD Implementation Plan Pro Forma must indicate the timetable and milestones which you will meet to ensure that all aspects of the CDD Service will be ready, specifically:</p>	Attachment

	1. Staffing and recruitment; 2. Office infrastructure; 3. IT & telephony infrastructure; 4. Workstation infrastructure; 5. Delivery of a 24 hour a day, seven day a week service; and 6. Draft Business Continuity Plan.	
Copies of the CDD Implementation Plan Pro Forma can be accessed and downloaded from the 'Buyer Attachments' section in this ITT.		

Quality Award Criteria

Quality Award Criteria 1 – Staffing the Service

No.	Sub-criteria	Rationale	Guidance	Response Type
1. This Quality Award Criterion is about how the Applicant will ensure it has staff with sufficient skills and experience to deliver the Contract Work in accordance with the PSTA Contract.				
1.1 Skills and experience of Advisers and Supervisors in place to deliver the service (Minimum Quality Criterion)	<p>With reference to the Named Individuals in your Staff Organogram given in answer to question N.1, please use the text box(es) provided to outline how the named Advisers and Supervisors have the skills and experience to effectively deliver the CDD Service, in order for services to commence on 1st June 2020 and meet the contract requirements detailed in Part A – Section 3 of Annex 1 - Specification</p> <p>Your answer should include experience of Named Individuals in the delivery of:</p> <ul style="list-style-type: none"> • A 24-hour service; • Legal advice on non-imprisonable summary style criminal offences; • Legal advice on the full range of non-indictable and indictable offences; • Meeting the needs of clients with Relevant Protected Characteristics and additional language requirements. 	<p>This question is intended to assess the skills and experience of the Applicant and the Named Individuals relevant to the CDD Service, including when it may be appropriate to refer Cases back to the DSCC.</p> <p>Higher scores will be awarded to Applicants that provide the LAA with a high level of confidence that the Applicant will have an appropriate level of skilled and experienced staff in place to deliver the CDD Service.</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> - A description of the breadth and depth of the skills and experience of: <ul style="list-style-type: none"> • Advisers; and • Supervisors - Details showing that the Service will be delivered by individuals with relevant skills and experience to deliver the CDD Service. <p>Extra points may be awarded if the answer provides a higher level of assurance that advice will be delivered by individuals with significant skills and experience. This could include:</p> <ul style="list-style-type: none"> - Supervisors to be deployed by the Applicant having experience in supervising the delivery of advice of non-imprisonable offences and on a range of criminal matters; - Advisers deployed by the Applicant having significant experience in delivering casework on a range of criminal matters; - Advisers deployed by the Applicant are able to identify the types of circumstances in which it may be appropriate to refer a Case back to the DSCC; 	Free text

			<ul style="list-style-type: none"> - A high ratio of the staff the Applicant will deploy to perform Casework also meet the definition of a Supervisor for the CDD Service. 	
<p>1.2 Skills and experience of staff in delivering a specialist telephone advice service</p>	<p>With reference to the Named Individuals in your Staff Organogram provided in answer to question N.1, please use the text box(es) provided to explain how the Advisers, Supervisors and Key Personnel have the skills and experience to deliver a specialist telephone advice service.</p>	<p>This question is intended to assess the skills and experience of the Applicant and the Named Individuals in delivering a specialist telephone advice service</p> <p>For the avoidance of doubt, this question is concerned with the delivery of advice to Clients through a specialist telephone advice service as opposed to initial telephone advice to clients in custody following a DSCC referral.</p> <p>Higher scores will be awarded to Applicants that provide the LAA with a high level of confidence that the Applicant will have skilled and experienced staff in place to deliver specialist telephone legal advice.</p>	<ul style="list-style-type: none"> - The answer should include: - A description of the skills and experience of <ul style="list-style-type: none"> • Advisers, • Supervisors, and • Key Personnel <p>in delivering a specialist telephone advice service;</p> <ul style="list-style-type: none"> - Details showing that the Applicant will use Named Individuals with relevant skills and experience to deliver a specialist telephone advice service; - Details showing that the Applicant will use Named Individuals who are experienced in identifying and responding to the needs of Clients in providing specialist telephone legal advice. <p>Extra points may be awarded if the answer provides a higher level of assurance that advice will be delivered and managed by Named Individuals with significant skills and experience. This could include:</p>	<p>Free text</p>

			<ul style="list-style-type: none"> - The majority of Advisers and Supervisors to be deployed on the CDD Service having relevant skills and experience in the delivery of specialist telephone legal advice; - Key Personnel having high levels of skills and experience of managing the delivery of specialist telephone legal advice; - Advisers and Supervisors to be deployed on the Service having skills and experience of delivering specialist telephone legal advice across a 24-hour Service. 	
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Quality Award Criteria 2- Delivery of a Quality Service

No.	Sub-criteria	Rationale	Guidance	Response Type
2. This Quality Award Criterion is about how Applicants will deliver a high-quality service with high levels of Client care.				
2.1 Supervision of staff delivering specialist legal advice	<p>With reference to the Named Individuals in your Staff Organogram provided in answer to question N.1, please use the text box(es) provided to demonstrate how the performance of Advisers and Supervisors will be managed to ensure that they are providing an effective, high quality service in accordance with the Contract. The response should include:</p> <ul style="list-style-type: none"> - how you will ensure supervision of CDD Services whilst a Supervisor is in the Office is effective; - how you will ensure that supervision of CDD Services when a Supervisor is not in the Office is effective; - details of the experience of Supervisors in managing staff with differing levels of experience, including Probationary Representatives; 	<p>This question is intended to assess the effectiveness of the Applicant's Supervision of the Advisers delivering advice and management of the quality of the CDD Service.</p> <p>Higher points will be awarded to Applicants who provide the LAA with a high level of confidence that the Applicant will effectively supervise the delivery of high-quality CDD Services in accordance with the requirements of the PSTA Contract.</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> - A description of how the Applicant will deliver effective Supervision of Advisers to ensure that Contract Work delivered by Advisers is subject to quality assurance including a breakdown of supervision mechanisms whilst the Supervisor is working in and out of the Office and why this is determined sufficient to provide effective supervision of the CDD Service; - A clear plan on how Advisers will know how to access supervision when there is no Supervisor in the office; - A description of how Supervisors will ensure all Cases allocated are effectively actioned regardless of whether they are working in or away from the Office - Details of how you will ensure Supervisor ratios are upheld under all Contracts held by the Applicant; 	Free text

	<ul style="list-style-type: none"> - details of the experience of Supervisors in supervising high volumes of work; - how you will cover temporary Supervisor absences; - how you will maintain staff retention and motivation for a 24-hour service. 		<ul style="list-style-type: none"> - With reference to Named Individuals provided, a description of how the Applicant will use Supervision to ensure that: <ul style="list-style-type: none"> - There is accurate assessment of whether Clients and their legal problems are within scope for the CDD Service; - Advisers have and use appropriate skills when delivering specialist telephone advice through the 24-hour contract period; - In providing a response to this question the Applicant's answer should also include details of file review processes, including the frequency and Named Individual(s) undertaking the reviews. <p>Extra points may be awarded where the answer provided gives a higher level of assurance that Supervision will be effectively carried out, for example:</p> <ul style="list-style-type: none"> - Evidence and examples of how the Supervision processes above will be tailored to supervise Advisers with different levels of skills and experience; - Evidence and examples of how the Supervision approach has been successfully used by the Applicant previously, including the outcome; - Evidence that Supervisors will spend a greater proportion of with working time based in the Office from which the CDD Service will be delivered, including outside normal business hours. 	
2.2 Compliance with Service Standards	Please use the text box(es) provided to outline how you will ensure you will comply with the Service Standards in Part A - Section 3 of Annex 1 - Specification.	<p>This question is intended to assess the effectiveness of the Applicant's plans to ensure compliance with the Service Standards.</p> <p>Higher points will be awarded to Applicants who provide the LAA with a high level of assurance that the Applicant will deliver the CDD Service in compliance with the Service Standards in the Specification.</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> - Details of a systematic approach to ensure compliance with the Service Standards in the Specification throughout the Contract Period. - An adequate number of staff resources deployed for compliance purposes, with an outline of their skills and experience relevant to achieving success in a compliance role. - The Named Individuals with sufficient standing in the Applicant organisation with accountability for the compliance with the Service Standards. 	Free text

			Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will deliver work in compliance with the Service Standards.	
2.3 Performance against KPIs	<p>Please use the text box(es) provided to describe how you will monitor performance against Contract KPIs and how you will quickly and effectively take action in the event of a failure, or an identified risk of future failure, to meet a KPI.</p> <p>As part of your response please refer, where applicable, to the Named Individual(s) in your Staff Organogram given in answer to question N.1 who will be responsible for managing the delivery of the CDD Service to meet the KPIs and the skills and experience which will support their effective performance in this role.</p>	<p>This question is intended to assess the Applicant's plan to monitor Contract KPIs and to ensure that Contract KPIs are met throughout the Contract Period.</p> <p>Higher scores will be awarded to Applicants that can provide evidence of considered and well-developed processes together with staff with relevant skills and experience that will ensure effective identification of potential or actual failures in KPIs and that will enable the Applicant to react quickly and effectively.</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> - Details of the practical processes the Applicant will have in place to monitor performance against Contract KPIs; - Robust plans to address any failure to meet a Contract KPI; - The steps the Applicant will take to notify the LAA of a failure to meet a Contract KPI in accordance with the PSTA Contract; - Full details of the staff responsible for ensuring that service delivery will meet the KPIs; - A clear internal escalation process in the event that the Applicant fails to meet at KPI. <p>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will meet the Contract KPIs, for example:</p> <ul style="list-style-type: none"> - Evidence that the Applicant has an effective approach to identify the likelihood of failing to meet a KPI and details of the action an Applicant will take to prevent a KPI failure occurring; - a higher level of assurance that staff with the appropriate standing in the organisation will have responsibility for managing the KPIs. 	Free text

Quality Award Criteria 3 – Capacity Planning

No.	Sub-criteria	Rationale	Guidance	Response Type
3. This Quality Award Criterion is about demonstrating sufficient capacity and financial stability to effectively deliver the CDD Service.				
3.1 Contract Resourcing (Minimum Quality Criterion)	You are required to attach a completed CDD Resourcing Plan Pro Forma in response to question N2 to demonstrate how many Advisers and Supervisors you will allocate to deliver the CDD Service for each hour of the week using the Case volumes provided in Annex A of the IFA.	<p>This question will assess whether the Applicant will have sufficient staff resources in place to deliver the CDD Service.</p> <p>In assessing the completed CDD Resourcing Plan Pro Forma submitted by the Applicant, higher scores will be awarded to Applicants that can provide a higher level of</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> - Information to demonstrate that the completed CDD Resourcing Plan Pro Forma is underpinned by accurate calculations of the demands of the service using call and Case volumes provided in this IFA; 	Free text

	<p>Please outline:</p> <ul style="list-style-type: none"> - how you have calculated the number of staff set out in the completed CDD Resourcing Plan Pro Forma as sufficient for this 24-Hour Service; - how you will monitor the capacity requirements on a daily, weekly and monthly basis and the procedures you plan to adopt to forecast future capacity demands; - the procedures you plan to adopt to ensure sufficient numbers of Advisers and Supervisors are on duty to meet the peaks in the capacity demand. Your answer should include the number of Cases that you expect each Adviser to handle each day and how you will monitor this. <p>Please refer to the Named Individuals on your Staff Organogram given in answer to question N.1.</p> <p>Copies of the CDD Resourcing Plan Pro Forma can be accessed and downloaded from the 'Buyer Attachments' section in the CDD ITT. See paragraphs 3.21 - 3.29 for details of how to upload Mandatory Attachments.</p>	<p>confidence that their resources will be sufficient to deliver the CDD Service based on:</p> <ul style="list-style-type: none"> • A clear understanding of Service Requirements; • Adequate levels of staff to ensure that calls are dealt with in line with the Specification including the required Service Hours; • Maintaining appropriate levels of Supervision at all times; • Availability of staff with appropriate skills and experience from the Service Commencement Date. 	<ul style="list-style-type: none"> - Evidence that sufficient staff with the appropriate skills will be available to deliver the CDD Service over all Service Hours; - Contingency arrangements to meet both unexpected short-term peaks in demand, or unexpected staff unavailability. <p>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively resource the CDD Service, for example</p> <ul style="list-style-type: none"> - Strong contingency processes in the event of unexpected short-term increases in volumes or the unavailability of staff, whereby the Applicant can draw on a significant number of suitably qualified staff who are available at short notice. 	
3.2 Dependency on the PSTA Contract	<p>Please explain how the Applicant will manage the risk of dependency on the PSTA Contract as the primary source of organisational income from the Service Commencement Date and throughout the PSTA Contract term. The response should include:</p> <ul style="list-style-type: none"> - an overview of any other sources of income, including own client work; and - a brief summary of any plans to diversify the Applicant's income streams beyond publicly funded work. 	<p>This question seeks to provide the LAA with assurance that the Applicant has considered the risk of dependency on the PSTA Contract as the primary source of organisational income and taken steps to address this.</p> <p>Higher marks will be awarded to Applicants that:</p> <ul style="list-style-type: none"> - will have diversified income streams that will enable them to deal with any variations in the volume of work to be carried out under the PSTA Contract without adversely affect the resourcing, management or quality of Contract Work; and - have a credible plan in place to develop their business to include sources of income in addition to publicly funded work 	<p>The answer should include:</p> <ul style="list-style-type: none"> - Information to demonstrate the proportion of overall turnover the PSTA Contract would represent to the Applicant; - Breakdown of the value of the work received from other streams and stability of the income. i.e. length of contract under which the income was generated. <p>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively resource the CDD Service, for example</p> <ul style="list-style-type: none"> - Strong contingency processes in the event of unexpected loss of income. 	Free text

Quality Award Criteria 4 - Implementing the Service

No.	Sub-criteria	Rationale	Guidance	Response Type
4.	This Quality Award Criterion is about how the Applicant is able to demonstrate they will effectively mobilise to deliver the CDD Service in accordance with the Contract requirements from the Service Commencement Date			

<p>4.1 Implementation of the CDD Services for 1 June 2020</p> <p>(Minimum Quality Criterion)</p>	<p>We will assess the completed CDD Implementation Plan Pro Forma provided in response to N3.</p> <p>Applicants that are currently intending to utilise existing resources (e.g. infrastructure, processes) to deliver the CDD Service should demonstrate in their completed CDD Implementation Plan Pro Forma how they will ensure those resources are adequate to successfully deliver the CDD Service in accordance with the Contract from 1 June 2020.</p>	<p>The assessment of the plan is intended to give the LAA confidence that the Applicant will be ready to deliver the CDD Service by the Service Commencement Date.</p> <p>Higher scores will be awarded where the Applicant can evidence that it has clear, well-developed and credible plans that will ensure that key milestones are met. Conversely, lower scores will be awarded to Applicants where the plans are lacking in detail or credibility, are not yet finalised or do not clearly evidence how the Applicant will meet the requirements by Service Commencement Date.</p>	<p>The completed CDD Implementation Plan Pro Forma should include:</p> <ul style="list-style-type: none"> - Details of all key resources and infrastructure required to deliver the CDD Service based on a full understanding of the requirements of the PSTA Contract; - A credible completed CDD Implementation Plan Pro Forma outlining key activities and realistic milestones which demonstrate how the Applicant will be ready and able to commence service delivery by the Service Commencement Date; - A clear allocation of deliverables to Named Individuals who have the required expertise to deliver the individual elements of the Plan; - Full details of the Named Individual(s) with accountability for ensuring the Plan is implemented. <p>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will be ready to deliver the CDD Service by the Service Commencement Date, for example</p> <ul style="list-style-type: none"> - Evidence that the plan will largely utilise pre-existing resources and infrastructure which will meet the requirements of the PSTA Contract; - The plan clearly identifies risks to the implementation of the CDD Service along with well thought-out contingencies; - Evidence that Key Personnel and/or Supervisors have experience of mobilising a service in a similar mobilisation timeframe and / or experience of successfully implementing and maintaining a specialist telephone advice service. 	<p>Free text</p>
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Declaration

I give my undertaking that I am either;

- the Compliance Officer for Legal Practice (COLP) as authorised by the Solicitors Regulation Authority (SRA); or
- the Head of Legal Practice (HOLP) as authorised by the Bar Standards Board (BSB); or
- the Compliance Manager (CM) as authorised by CILEx Regulation (CILEx) ; or

- where the Applicant is not authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and/or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

and so authorised to make this submission on behalf of the Applicant and that the answers submitted in this CDD ITT Response are correct and will meet the Minimum Requirements by the relevant dates.

I confirm that by submitting this CDD ITT Response the Applicant commits to meeting the CDD Service Minimum Requirements by the relevant date.

I understand that the information will be used in the process to assess the Applicant's suitability to be offered the PSTA Contract covered by this CDD ITT.

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

	Question	Response Type
D.1	Name of the individual making declaration on behalf of the Applicant	Free text
D.2	Status within the Applicant organisation	Option List: i) COLP ii) HOLP iii) CM iv) Key Personnel

ANNEX D: GLOSSARY OF DEFINED TERMS

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

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

Term	Description
Accredited Representative	An individual whose name is included on the Police Station Register and who is accredited by a body recognised by us as competent to grant such accreditation
Advisers	A person who is appropriately accredited and qualified to give advice and assistance to Clients in accordance with the requirements of this Contract as defined in the PSTA Contract Standard Terms and Annex 1 Specification
Applicant	A single legal entity (including an individual) Tendering to deliver the advertised services
Award Criteria	The award criteria within the Technical Envelope and the Commercial Envelope of the ITT and as also set out at Annex C of this IFA
Bar Standards Board/BSB	Bar Standards Board; a Relevant Professional Body
Business Day	Any day except Saturday, Sunday and any bank or public holiday in England and Wales
Case	The referral of a Police Station Telephone Advice Only Case to the Provider by the DSCC for the provision of advice and assistance to the Client by the Provider over the telephone whilst such Client is detained at the Police Station as defined in the PSTA Contract Standard Terms
Case Fee	As defined in Annex 2 - Payment Annex of the Contract
Category of Law or Category	A "category of law" set out in the Category Definitions document, published at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/539574/category-definitions-2017.pdf and https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/738528/2018_Standard_Civil_Contract_Category_Definitions_August_2018_.pdf
CDD ITT	Invitation To Tender for the CDD Procurement Process
CDD ITT Response	An Applicant's response to the CDD ITT
CDD Procurement Process	This procurement process inviting tenders to deliver CDD Services
CDD Implementation Plan Pro Forma	A Mandatory Attachment as defined at paragraphs 4.28 – 4.29 of the IFA
CDD Resourcing Plan Pro Forma	A Mandatory Attachment as defined at paragraphs 4.27 of the IFA
CDD Service or CDD Services	The telephony based services which provide legal advice in accordance with the requirements of this Contract and "Services"

	shall have the same meaning, as defined in the PSTA Contract Standard Terms
Charities Commission	An independent, non-ministerial government department accountable to Parliament who are responsible for regulating charities in England and Wales and maintaining the charity register. More information can be found at https://www.gov.uk/government/organisations/charity-commission/about
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
CLAS Accreditation	Accreditation under the Criminal Litigation Accreditation Scheme
Class of Work	Criminal Investigations and Criminal Proceedings, Appeals and Reviews, Prison Law and Associated Civil Work and “Class” and “Classes” have the corresponding meaning
Client	A person detained at a Police Station who qualifies for the receipt of Contract Work and who is subsequently referred to the Provider by the DSCC
Closed Case	As defined in Annex 2 - Payment Annex of the Contract
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA
Companies House	An executive agency, sponsored by the Department for Business, Energy & Industrial Strategy responsible for incorporating and dissolving limited companies and register company information and make it available to the public. More information can be found at: https://www.gov.uk/government/organisations/companies-house/about
Company Voluntary Arrangements (CVA)	A CVA is a form of composition, similar to the personal IVA (individual voluntary arrangement), where an insolvency procedure allows a company with debt problems or that is insolvent to reach a voluntary agreement with its business creditors regarding repayment of all, or part of its corporate debts over an agreed.
Complaints Annex	Annex 5 – Complaints Annex of the Contract
Commercial Envelope	The Commercial Envelope within the CDD ITT that requires Applicants to submit their Case Fee for the CDD Service
Contract or PSTA Contract	The Police Station Telephone Advice Contract for the provision of the CDD Services which will be awarded to the successful Applicant
Contract Period	As defined in Clause 2.1-2.2 of the PSTA Contract for Signature
Contract Documents	As defined in Clause 12.1 of the PSTA Contract Standard Terms
Contract for Signature or PSTA Contract for Signature	The document of that name issued by the LAA and signed by the LAA and the successful Applicant in relation to this PSTA Contract
Contract Management	A department within the LAA, responsible for managing relationships with Providers and their performance under the contract
Contract Manager	An individual employed with LAA’s Contract Management department with responsibility for managing relationships with Providers
Contract Start Date	The date specified in the successful Applicant’s Contract for Signature as the date this Contract starts
Contract Work	The provision of advice and assistance to Clients in Police Station Telephone Advice Only Cases within the scope of the CDD Services

	in accordance with the requirements of this Contract as defined in the PSTA Contract Standard Terms
Contract Year	The twelve (12) consecutive months during the Contract
Criminal Defence Direct or CDD	Criminal Defence Direct as defined in the Annex 1 – Specification of the Contract
Data Protection Laws	Means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time
Data Subject	As specified in the GDPR
Deadline	The deadline to submit a Tender under this process which is 9am on 2 March 2020
Defence Solicitor Call Centre or DSCC	The call centre set up and run by us or on our behalf for the purpose of receiving requests for Police Station Telephone Advice Only Cases (amongst other things) as defined in the PSTA Contract Standard Terms
ECMS	The electronic case management system which is owned by us which is used to capture all relevant Client and Case information and which you are required to use to record, manage and control Cases as defined in the PSTA Contract Standard Terms
Employee	As defined in Clause 26 of the PSTA Contract Standard Terms
e-Tendering system	The LAA's secure internet site at https://legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed
Executive Agency	A body tasked with carrying out executive functions within government
FAQ or Frequently Asked Questions	Questions with corresponding responses as published by the LAA and termed 'Frequently Asked Questions'
Final Score	The score (out of a maximum of 100) achieved by an Applicant following the assessments of the Technical Envelope and the Commercial Envelope
Full Time Equivalent (FTE)	<p>The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example, the following working pattern would represent on Full Time Equivalent:</p> <ul style="list-style-type: none"> - Person A – 20 hours per week - Person B – 10 hours per week - Person C – 5 hours per week <p>One FTE is based on a 35-hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week</p>
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with

	regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)
HOLP	Head of Legal Practice for an organisation authorised by the BSB
IFA	This Information for Applicants (in its entirety)
Implementation Period	The period between the Contract Start Date and 31 May 2020 during which time the Provider will be required to work with the LAA to ensure that they are ready to start to provide the CDD Service from the Service Commencement Date
Implementation Plan Annex	Annex 6 -Implementation Plan of the Contract
Interpretation and Translation Facility	The interpretation and translation facility funded by the LAA and provided by such third party (ies) as we shall notify you in writing from time to time for contemporaneous telephone interpretation for Clients on whose behalf Contract Work is being provided and who are not able to communicate in English as defined in the PSTA Contract Standard Terms
Invitation to Tender (ITT)	The CDD Invitation To Tender
IT Requirements Annex	Annex 4 - IT Requirements of the Contract
Individual Voluntary Arrangements (IVA)	An Individual Voluntary Arrangement (IVA) is an agreement with your creditors to pay all or part of your debts. You agree to make regular payments to an insolvency practitioner, who will divide this money between your creditors.
Key Performance Indicator	The Key Performance Indicators set out in Annex 3 - KPI Annex of the PSTA Contract
Key Personnel	Any person who has, (or will have by the Service Commencement Date) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers
KPI Annex	Annex 3 – KPI Annex of the PSTA Contract
LAA Account Number	The unique reference assigned to each provider Office from which Legal Aid work is undertaken
Legal Aid	Has the meaning given to it in Part 1 of the Legal Aid, Sentencing and Punishment of Offenders Act 2012
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice through which the Lord Chancellor acts to administer Legal Aid
Lexcel Practice Management standard (“Lexcel”)	The Law Society’s legal practice quality mark, which is a relevant Quality Standard
Lexcel Certificate	Certification evidencing that an entity holds the Lexcel Quality Standard
Mandatory Attachment	As set out in paragraphs 3.21 to 3.29 of the IFA
Minimum Requirements	The requirements set out in paragraph 2.5 of this IFA
Minimum Quality Criterion/Criteria	As defined at paragraphs 6.18 to 6.19 of the IFA
Minister	A member of the House of Commons or House of Lords who is chosen by the Prime Minister to be responsible for the actions of their departments

Named Individuals	Individuals employed by the Applicant (or Individuals with a Signed Engagement Agreement) named on the Applicant's Staff Organogram
Office	As defined at paragraph 5.1-5.3 of the Annex 1 – Specification of the PSTA Contract
Payment Annex	Annex 2 – KPI Annex of the PSTA Contract
PC	Personal Computer
Permanent Presence	The requirements at Section 5 of the Annex 1 – Specification of the PSTA Contract
Personal Data	As defined in the GDPR
Police	The 43 police forces operating across England and Wales together with other third parties e.g. British Transport Police, Military Police or other prosecuting authorities that the LAA may authorise from time to time
Police Concerns	As defined in the Annex 7 – Reporting Requirements of the PSTA Contract
Police Station	A police station or any other place in each case in England or Wales where a Constable is present and any place in England or Wales where a Services Person is assisting with an Investigation by Services Police as defined in the PSTA Contract Standard Terms
Police Station Register	The list maintained by LAA of all Accredited Representatives
Police Station Qualification or PSQ	The qualification which must be attained before a Solicitor or Counsel or Accredited Representative is eligible to provide the Services
Police Station Representative	A person (including a Solicitor or Counsel) who is, under the Police Station Register Arrangements 2001 (as amended), registered with us as a Police Station Representative and who has passed the relevant accreditation tests to provide CDD Services
Police Station Telephone Advice Only Case	A case where the Client requires the provision of CDD Services as defined in the PSTA Contract Standard Terms
Price Award Criteria	The award criteria against which the Applicant's pricing submission will be assessed
Price Form	The section of the Commercial Envelope in the e-tendering system where Applicants are required to submit their Case Fee in respect of the CDD Service
Probationary Representative	A person (including a Solicitor or Counsel) who is, under the Police Station Register Arrangements 2001 (as amended), registered with us as a Probationary Representative and who has not yet passed the relevant accreditation tests to provide CDD Services
Processing	As defined in the GDPR
Processor	As defined in the GDPR
Project 109	The Project number in the Bravo E-tendering system where the SQ and CDD ITT can be found
Provider	A party to a contract with the LAA in respect of the provision of Legal Aid and for this procurement process an Applicant that is successfully awarded a Contract with LAA in respect of the provision of the CDD Services
Provider Monthly Report	As defined in Annex 7 - Reporting Requirements of the PSTA Contract
Qualifying Event	As defined in the PSTA Contract Standard Terms

Quality Award Criteria	The award criteria within the Technical Envelope of the CDD ITT and as also set out at Annex C of this IFA
Quality Standard	The LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard (Lexcel)
Recognising Excellence Limited	The body which, since 1 April 2017 has been the SQM Audit Provider
Relevant Professional Body	The body or organisation which regulates or exercises control over your professional or service activities or such activities of any of your personnel and/or any other body to whose rules you have elected to be subject to. For the avoidance of doubt this includes any relevant approved regulator for the purposes of the Legal Services Act 2007
Reporting Annex	Annex 7 – Reporting Annex of the PSTA Contract
Response	An Applicant's response to any of the procurement documents, including the SQ and the CDD ITT and which form a part of its Tender
Roll Number	The number or SRA ID given to all solicitors admitted by the Law Society of England and Wales
Security Requirements	The requirements regarding security of Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2))
Selection Questionnaire or SQ	A self-declaration, made by the Applicant, that it does not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures taken to rectify the situation and which forms part of this CDD Procurement Process
Service Commencement Date	1 June 2020
Service Hours	As defined in Section 2 of Part A of Annex 1 - Specification of the PSTA Contract.
Signed Engagement Agreement	A legally binding agreement between and executed by an individual and an Applicant confirming that the individual will be employed or otherwise engaged by the Applicants to conduct Contract Work for or on behalf of the Applicant from the Service Commencement Date in accordance with the requirements of the PSTA Contract
Solicitor	A Solicitor of the Senior Courts of England and Wales
Solicitors Regulation Authority or SRA	Solicitors Regulation Authority; a Relevant Professional Body
Specification	The Specification of the CDD Services at Annex 1 of the PSTA Contract
SQ Response	An Applicant's response to the SQ
SQM Audit Provider	The SQM Delivery Partnership or Recognising Excellence Limited
SQM or Specialist Quality Mark	The LAA's legal practice quality mark, which is a relevant Quality Standard
SQM Delivery Partnership	The body which, prior to 1 April 2017 was the SQM Audit Provider
SQM Certificate	Certification issued by the SQM Audit Provider evidencing that an entity holds the SQM Quality Standard
Standard Terms	The contractual document which governs the commercial relationship between the Legal Aid Agency and providers
Staff Organogram	As defined at paragraphs 4.13 of the IFA

Supervisor	A person appointed by you in accordance with Annex 1 - Specification of the PSTA Contract and who meets the standards set out Annex 1 -Specification
Supervisor Standard	The required supervision experience, Category-specific case experience and Category-specific case involvement that any Supervisor must meet.
Technical Envelope	The section in the Bravo e-Tendering system where Applicants submit responses to the Minimum Requirements and Quality Award Criteria
Tender	An Applicant's complete response to this procurement process consisting of an SQ Response and a CDD ITT Response
Work Queue Screen	The interface in the ECMS which details Cases that have been allocated to the Provider by the DSCC as defined in Annex 1 - Specification
Work Queue Search	A search performed in the Work Queue Screen