

Procurement of Criminal Defence Direct Services in England and Wales from 1 June 2021 Invitation to Tender Information for Applicants

Introduction

The Legal Aid Agency (LAA) is inviting Applicants to submit a Tender for a Criminal Defence Direct Contract 2021 (“CDD Contract” or “Contract”) to deliver Criminal Defence Direct (“CDD”) Services from 1 June 2021.

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

The LAA is seeking to award a total of two (2) CDD Contracts of equal size to two separate organisations.

An Applicant can only be awarded, and hold, one CDD Contract. The LAA will not accept Variant Bids.

Connected Entities

Applicants must comply with the rules for Connected Entities (see Section 2). For the purposes of this procurement process an Applicant cannot be connected to any other Applicant bidding to deliver CDD Contract Work.

Submitting a Tender

The Deadline for submitting Tenders is 9am on 14 December 2020 (“Deadline”).

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

- i. a Selection Questionnaire (“SQ”) Response; and
- ii. a 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 are capable of assessment, the Tender will be rejected.

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 E** of this IFA or in the Contract, which is available at: <https://www.gov.uk/government/publications/criminal-defence-direct-contract-2021>

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 opens via the LAA's e-Tendering portal | 10 November 2020 |
| Deadline to request TUPE information | 5pm on 19 November 2020 |
| Final date to submit questions about this IFA | 5pm on 19 November 2020 |
| "Frequently Asked Questions" response published | w/c 30 November 2020 |
| Deadline for Tenders to be submitted to the LAA | 9am on 14 December 2020 |
| Notification of Applicants that are unsuccessful following SQ Response assessment | December 2020 |
| SQ decision appeal deadline | January 2021 |
| Outcome of appeals confirmed | January 2021 |
| Notification of Contract award decisions | February 2021 |
| Contract Start Date | March 2021 |
| Implementation Period | March – 31 May 2021 |
| Service Commencement Date | 1 June 2021 |

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SECTION 1: INTRODUCTION

About the LAA and this procurement process

- 1.1 The LAA, on behalf of the Lord Chancellor, is responsible for commissioning and administering Legal Aid services (publicly funded advice and representation) across England and Wales in accordance with the Legal Aid, Sentencing and Punishment of Offenders Act 2012 and associated legislation. All contract documentation is issued by the LAA on behalf of the Lord Chancellor.
- 1.2 The Deadline for submitting Tenders is **9am on 14 December 2020**. All Tenders must be completed and submitted using the e-Tendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.
- 1.3 Applicants should refer to the CDD Contract for detail on the scope of work included in the CDD Service.

About the CDD Services

- 1.4 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.
- 1.5 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.
- 1.6 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.

Case allocation

- 1.7 The LAA intends to award a Contract to **two** separate Applicant organisations. It is anticipated that each Provider will be allocated 50% of the overall Cases volume (subject to variation in accordance with the Contract).
- 1.8 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.
- 1.9 The process for determining the appropriate method of delivery of legal advice under the CDD Contract begins when a Police Station 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.
- 1.10 Upon receipt of a request for legal advice at a Police Station the DSCC will ascertain details of the Case from the Police.¹ 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 to ensure the Client receives appropriate advice based on the nature of the alleged offence(s) in question.
- 1.11 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.

¹ A full list of information recorded in the ECMS by the DSCC is included within the Contract Specification.

1.12 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 - KPI Annex** of the CDD Contract to provide telephone-based legal advice as required.

1.13 **Section 2 of Annex 1 - Specification** sets out the process by which members of the public will access the CDD Services.

Case volumes

1.14 The table below shows the estimated volume of Cases expected to be delivered on an annual basis throughout the Contract Period. Historical Case volumes and other relevant data for the CDD Service are detailed in **Annex A** of this IFA.

| Number of CDD Contracts to be awarded | Estimated number of Cases per Contract year per Provider |
|--|---|
| 2 | 33,581 |

1.15 The figure in the table above is based on Cases completed under the current CDD contracts over the last three full financial years including adjustments for any data that LAA has assessed as anomalous. 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.

Service Hours

1.16 The CDD Service operates 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

1.17 CDD Service Providers must be able to staff the service continuously to deliver Contract Work throughout the above Service Hours in accordance with the requirements detailed in **Annex 1 – Specification** of the CDD Contract.

1.18 The requirements for CDD Supervisors and Advisers are summarised below as;

| CDD Service Supervisor 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 | CDD Service Adviser Requirements Advisers must satisfy all of the requirements applicable to the CDD Service as set out in the table below and in the Contract Specification. |
|---|---|
| <p>All CDD Supervisors must be registered with their Relevant Professional Body for inclusion on their respective list of accredited advisers (e.g. the Solicitors Regulation Authority (“SRA”) register).</p> | <p>All CDD Advisers must be Accredited Representatives; Duty Solicitors; Probationary Representatives; or Solicitors holding the Police Station Qualification and you must maintain evidence of compliance with the necessary requirements detailed in 3.1-3.3 of Annex 1 – Specification.</p> |
| <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 comply with the Police Station Register Arrangements 2001 (as amended)</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 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 valid CLAS Accreditation.</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 hold a current non-conditional practising certificate and have held the same for the previous three years.</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>CDD Supervisors must in the previous 12 months have undertaken a minimum of 25 Police Station advice and assistance cases.</p> | <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>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 receive at least 6 hours training on Police Station representation annually.</p> |

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

Reporting

1.20 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 CDD Contract.

1.21 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.

1.22 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.

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

Infrastructure

ECMS requirements

1.24 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 CDD 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.

1.25 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

1.26 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.

1.27 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 1.32; and
- a dedicated direct dial contact number to be used by the DSCC or the LAA.

Workstation requirements

1.28 The ECMS has been designed for intranet deployment using Oracle Application Express (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 Apex 5.0:

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

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

- a Windows-based PC with the Operating System (OS) in mainstream support that can run the browser software and versions listed in 1.28.
- 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.

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

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

Interpretation and translation

1.32 Where Clients are unable to communicate in English, Providers 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 Providers to access them.

Offices

- 1.33 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 at least 1 week before the Service Commencement Date.
- 1.34 Contract Work must be carried out from an Office, or an alternative location in exceptional circumstances and subject to written agreement by the LAA as set out in the Specification. For the avoidance of doubt CDD Advisers are not permitted to undertake Contract Work from home without the LAA's written agreement.
- 1.35 All CDD Supervisors must be present in the Office at least 35 hours each week and their presence must be reasonably evenly apportioned over all 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.
- 1.36 Each Office must meet the requirements as set out more generally at **Section 5** of the **Annex 1 – Specification** of the CDD Contract.

About the CDD Contract

- 1.37 Successful Applicants will be awarded a Contract which will start in March 2021 (on the Contract Start Date).
- 1.38 While information is given below, Applicants are advised to read the Contract documents so that they understand the terms they are proposing to accept. Draft CDD Contract documentation is available on the LAA website at:
<https://www.gov.uk/government/publications/criminal-defence-direct-contract-2021>.

1.39 The Contract Period shall commence on the Contract Start Date and end after a period of 3 years after the Service Commencement Date, on 31 May 2024 (subject to the contractual provisions in relation to early termination).

1.40 The LAA may, at its sole discretion, extend the Contract Period for up to two years. Applicants must therefore ensure that they base their Tenders on delivery of the requirements of the CDD Contract from the Contract Start Date and for up to 5 years from the Service Commencement Date.

1.41 The CDD 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 the CDD Services will be made);
 - c. **Annex 3 – KPI 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 contain information provided in successful Applicant’s Tenders and governs how the CDD Services will be implemented);
 - g. **Annex 7 – Reporting Requirements** (which governs the reporting requirements for the CDD Services).
 - h. **Annex 8 – Resourcing Plan** (which will contain information provided in successful Applicants’ Tenders and governs how the CDD Services will be staffed);

Payment under the Contract

1.42 CDD Providers may claim payment through the CDD Contract in accordance with **Annex 2 – Payment Annex** of the Contract.

1.43 Payment for Cases will be based on the price submitted at tender. CDD Providers will receive a single Case Fee for each Closed Case.

- 1.44 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.
- 1.45 Applicants are required to complete a Price Form as part of their CDD ITT Response. Within the Price Form, Applicants are required to provide their pricing submission for the Case Fee.
- 1.46 The Case Fee submitted by a successful Applicant will apply throughout the entire Contract Period and will not be subject to indexation or otherwise increased. A single Case Fee will be payable for each Case completed and no other payment may be claimed under the CDD Contract.
- 1.47 When considering their pricing submission, Applicants should review:
- a. the draft CDD Contract for full details of the required Contract Work and the payment structure; and
 - b. **Annex A** of this IFA for historic data on Case volumes and Case distribution.

The use of subcontractors and agents

- 1.48 Except where provided for at clauses 6.1-6.3 of the Contract Specification, the LAA will not accept subcontracting, consortia or agency arrangements for the delivery of the Contract Work and Applicants must provide all the Contract Work themselves.

Increase of Service Capacity

- 1.49 The LAA may amend the distribution of referrals under the CDD Contract at any point during the Contract. For example, this may be done in circumstances where the other CDD Provider is unable to meet some or all of its obligations to deliver the CDD Service.
- 1.50 Applicants may be asked to expand their capacity to deliver the Contract Work to include up to 100% of Case volumes.

Minimum Requirements

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

| Minimum Requirement | Latest date that requirement must be fulfilled |
|---|---|
| The Applicant will have appropriate authorisation from a Relevant Professional Body to deliver legal services | At least one week before the Service Commencement Date i.e. no later than 25 May 2021 |
| The Applicant will hold a relevant Quality Standard | See paragraphs 1.53 -1.60 |
| The Applicant will hold Cyber Essentials Certification | See paragraphs 1.61-1.66 |
| 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 | At least one week before the Service Commencement Date i.e. no later than 25 May 2021 |
| The Applicant will have 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. | At least one week before the Service Commencement Date i.e. no later than 25 May 2021 |
| 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 | At least one week before the Service Commencement Date i.e. no later than 25 May 2021 |
| The Applicant will have in place 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 | At least one week before the Service Commencement Date i.e. no later than 25 May 2021 |
| The Applicant has in place 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 | At least one week before the Service Commencement Date i.e. no later than 25 May 2021 |
| Maintain a ratio of one Full-Time Equivalent CDD Supervisor to four CDD Advisers | At least one week before the Service Commencement Date i.e. no later than 25 May 2021 |

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

Quality Standard

1.53 Providers are required to hold a Quality Standard throughout the Contract Period. By the Service Commencement Date Applicants must hold either the LAA’s Specialist Quality Mark (“SQM”) following audit by the LAA’s SQM Audit Provider or hold the Law

Society's Lexcel Practice Management standard ("Lexcel"), which is valid on the Service Commencement Date.

- 1.54 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.
- 1.55 Where an Applicant already holds the SQM following audit by the LAA's SQM Audit Provider or is in the process of being audited by them, it need not reapply for the SQM, unless it must do so to continue to hold the SQM.
- 1.56 Requirements according to the Quality Standard an Applicant chooses to hold are detailed below.
- 1.57 Unless otherwise stated in the 'Requirement' column of the table below, it is an Applicant's responsibility to ensure it meets the LAA's requirements by the Service Commencement Date as no extensions of time will be permitted. Applicants are, therefore, advised to apply for their chosen Quality Standard as early as possible.

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

- 1.58 It is the sole responsibility of the Applicant to contact the Quality Standard auditing organisation and arrange any necessary audits. The LAA assumes no responsibility for monitoring Applicants' progress towards achieving a Quality Standard.
- 1.59 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>.

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

Cyber Essentials Certification requirement

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

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

- Cyber Essentials; and
- Cyber Essentials Plus

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

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

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

1.66 Further information about Cyber Essentials Certification and how to apply for certification is available at the National Cyber Security Centre website: <https://www.ncsc.gov.uk/cyberessentials/overview>.

Appropriate authorisation from a Relevant Professional Body

1.67 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 CDD Contract must therefore ensure that they have all necessary

licences and authorisations from a Relevant Professional Body to conduct Contract Work at least 1 week before the Service Commencement Date.

Indemnities

- 1.68 It will be a condition of Contract award that Applicants which operate on a limited liability basis supply the LAA with a relevant indemnity form (except registered charity Applicants who will not be required to provide any indemnity or similar) by the Contract Start Date. The indemnity must be signed by the ultimate owners of the Applicant and/or such persons as the LAA might reasonably regard as being controllers and/or senior managers of the Applicant and/or where the Applicant is a limited company, from any company which is its holding company.
- 1.69 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>.
- 1.70 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

- 1.71 The Implementation Period will last from Contract Start Date to 31 May 2021. 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 CDD 2021 Contract, to achieve successful implementation by the Service Commencement Date. The Provider will 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 may instruct Providers to amend their Implementation Plan where, in the LAA's reasonable opinion, the existing plans create unacceptable risks to successful mobilisation or are otherwise of insufficient quality.

1.72 To support a smooth transition of the CDD Services from Incumbent Providers to incoming CDD Providers, incoming CDD Providers will start delivering CDD Services in a phased approach. A Dual Operation period will commence at 09:00 on 1 June 2021 and end at 08:59:59 on 15 June 2021 with the incoming CDD Providers gradually taking on more Cases, with 100% of Cases being handled by the incoming CDD Providers (50% each) no later than 09:00 on 15 June 2021.

Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)

1.73 It is possible that TUPE could apply so as to result in the transfer of some or all of the contracts of employment from Incumbent Providers of the Contract Work to successful Applicants.

1.74 We make no representation in relation to the likelihood of TUPE applying in this case and it is each Applicant’s responsibility to form their own view (taking legal advice as necessary) as to whether or not TUPE applies and, if so, the financial implications for their Tender.

1.75 To the extent there is likely to be one, the impact of any TUPE transfer must be factored into the Price Form submitted by the Applicant such that the Price Form submitted is valid regardless of whether TUPE applies and/or the number or identity of transferring employees.

1.76 In an effort to assist Applicants in forming a view in relation to TUPE, and to the extent it is made available to us, anonymised information (including numbers of employees, salary details and time spent on Contract Work) relating to those persons employed by the Incumbent Providers of the Contract Work, will be supplied to an Applicant on receipt by the LAA of a signed confidentiality agreement from that Applicant. A copy of the confidentiality agreement has been provided in **Annex D** of this IFA.

1.77 Applicants wishing to receive this information should complete, sign and return the form as an attachment through the e-Tendering system message board by **5pm** on Thursday **19 November 2020**.

1.78 Once the signed confidentiality agreement is received through the e-Tendering message board, any TUPE information will be sent to the Applicants through the e-

Tendering system message boards no later than the week commencing 30 November 2020.

SECTION 2: WHO CAN SUBMIT A TENDER RESPONSE?

- 2.1 This procurement process is open to any interested party able to meet the LAA's Minimum Requirements.
- 2.2 It is not necessary for Applicants submitting a Tender for a CDD Contract also to hold a 2017 Crime Contract.
- 2.3 The LAA will only contract with single legal entities (including individuals). Should existing organisations wish to merge or join with others to apply for a CDD Contract, they must form a single legal entity. That entity will be responsible for performing all CDD Provider obligations under a CDD Contract.
- 2.4 The contracting entity must be fully constituted and be able to demonstrate it meets the Minimum Requirements by the date specified at paragraph 1.51.
- 2.5 Where the Applicant:
- has been dissolved or is, for any other reason, incapable of executing a contract;
 - is not fully constituted as the contracting entity named in its Tender; or
 - is unable to meet the Contract requirements by the applicable deadlines,
- any Contract offer made to it may be withdrawn.

Rules for Connected Entities

- 2.6 Whilst organisations may bid to deliver Contract Work as different legal entities, organisations which are Connected by their parent company, other companies which have significant control in the decision-making of that organisation or Key Personnel of the organisation are not permitted to bid for a CDD Contract.

What is a Connected Entity?

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

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

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

What are the rules that Applicants must comply with?

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

Example 1:

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

Both Simpsons Ltd and Flanders Ltd intend to bid to deliver Contract Work under a CDD Contract.

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

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

Example 2:

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

Black & Co wishes to bid to deliver Contract Work under a CDD Contract.
Green LLP also wishes to bid to deliver Contract Work under a CDD Contract.

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

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

2.11 The LAA reserves the right to clarify with one or both Applicants, as required in accordance with paragraphs 5.27 and 5.28.

2.12 Where the LAA believes that the rules on Connected Entities have not been complied with, and that Applicants are Connected as set out in paragraphs 2.7 and 2.8, all those Tenders that the LAA deems to be Connected may be rejected.

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: www.legalaid.bravosolution.co.uk.
- 3.2 Applicants already registered on the e-Tendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the e-Tendering system to ensure that they are up to date.
- 3.3 Where an Applicant already has multiple registrations on the e-Tendering system, it should ensure that it uses the registration which matches the name and trading status of the organisation whose Tender response is being submitted.
- 3.4 Applicants who have forgotten their password, must click on the 'Forgotten your password?' link on the e-Tendering system homepage to get their password reset.
- 3.5 Applicants must familiarise themselves with the e-Tendering system guides available through the 'Technical Support and Guidance' link on the e-Tendering system home page. These provide detailed guidance on how to complete a Tender.
- 3.6 The LAA will communicate with Applicants about this procurement process through the e-Tendering system message boards for this procurement process. Applicants must check the message boards regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their e-Tendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages, which may affect an Applicant's Tender Response, can be actioned as necessary.
- 3.7 The SQ and CDD ITT are available via the 'ITTs Open to all Suppliers' link on the front page of the e-Tendering system. There is a single SQ that must be completed by all Applicants.

- 3.8 Applicants must submit a SQ Response and a CDD ITT Response.
- 3.9 Applicants may not submit more than one SQ Response and/or more than 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 SQ and CDD ITT Responses submitted must each be capable of assessment.
- 3.11 If an SQ Response is not submitted or is incapable of assessment it will be rejected.
- 3.12 If a CDD ITT Response is not submitted, is incomplete or is incapable of assessment the Tender will be rejected.
- 3.13 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.14 Once Applicants have completed their response to the SQ and the CDD ITT, they must submit it by clicking on the "Submit Response" button.
- 3.15 Applicants may amend and re-submit their response at any time up to the Deadline. If so amended and re-submitted, only the last response shall be assessed.
- 3.16 An Applicant may check that it has successfully submitted its SQ/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, CDD ITT Response or Tender, nor can it confirm if an 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 five (5) Mandatory Attachments as part of their Tender submission:

| Mandatory Attachment | Submission requirement |
|--|--|
| Financial Viability Risk Assessment (FVRA) Pro Forma | In answer to question D1 in the SQ |
| Supporting Financial Information | In answer to questions D2(a) to D2(e) as applicable. |
| Staff Organogram | In answer to question N1 in the Technical Envelope in the CDD ITT |
| Resourcing Plan Pro Forma | In answer to question N2 in the Technical Envelope in the CDD ITT |
| Implementation Plan Pro Forma | In answer to question N3 in the Technical Envelope in the CDD ITT |
| Costs Breakdown Assessment Pro Forma | In answer to question P2 in the Commercial Envelope in the CDD ITT |

As part of the SQ submission Applicants will be required to upload:

- Financial Viability Risk Assessment (FVRA) Pro Forma and
- Supporting Financial Information

As part of the Technical Envelope submissions Applicants will be required to upload:

- Staff Organogram;
- CDD Resourcing Plan Pro Forma; and
- CDD Implementation Plan Pro Forma;

3.22 As part of the Commercial Envelope submission Applicants will be required to upload:

- Costs Breakdown Assessment Pro Forma

3.23 Whilst Applicants can submit their own Staff Organogram subject to the formatting requirements set out below, Applicants are required to use the Financial Viability Risk Assessment (FVRA) Pro Forma, CDD Resourcing Plan Pro Form, CDD Implementation Plan Pro Forma and Costs Breakdown Assessment Pro Forma provided. These can be downloaded from the 'Attachments' section within the SQ or 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 SQ Response or CDD ITT Response by clicking on the 'Click to attach' button against the relevant question in the ITT.

3.24 It is the Applicant's responsibility to ensure that they have access to an IT system which is compatible with the templates provided.

3.25 Please note that because the Mandatory Attachments are completed outside of the e-Tendering system and uploaded into the SQ and 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.

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

- Microsoft Word;

- Microsoft Excel; or
- Adobe PDF.

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

3.28 Applicants that fail to upload the full set of attachments using the Financial Viability Risk Assessment (FVRA) Pro Forma, CDD Resourcing Plan Pro Forma, CDD Implementation Plan Pro Forma and Costs Breakdown Assessment Pro Forma templates provided will be considered to have submitted a non-compliant Tender and may be rejected from the process.

3.29 Applicants can also check the contents of the attachments they have uploaded as part of their Tender by going back to the Tender in the SQ and CDD ITT within the e-Tendering system (found in the “Actions” menu). To do this, Applicants should go to the section in the SQ/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.

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

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

Consequences of failure to submit Mandatory Attachments

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

Accessing the SQ and CDD ITT

3.32 A Tender will consist of a response made through the e-Tendering system to the SQ and the CDD ITT for this procurement process.

3.33 The SQ can be found in 'Project 114' in the e-Tendering system as follows:

- ITT 668 – 'Selection Questionnaire for CDD Services from 1 June 2021'.

3.34 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
- Responses to the questions in Section D – economic and financial standing which collect the Applicant's Financial Viability Risk Assessment (FVRA) Pro Forma Mandatory Attachment and Supporting Financial Information Mandatory Attachment
- Signed declaration in Section E

3.35 The CDD ITT can also be found in the e-Tendering system in 'Project 114' as follows:

- ITT 669 – ITT for CDD Services from 1 June 2021

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

Technical Envelope

- 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 Pro Forma Mandatory Attachment; and
- CDD Implementation Plan Pro Forma Mandatory Attachment.

Commercial Envelope

- A completed Price Form.
- Costs Breakdown Assessment Pro Forma Mandatory Attachment

Completion of the Selection Questionnaire

3.37 All Applicants are required to submit an SQ Response.

3.38 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 – Economic and financial standing
- Section E – Declarations

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

- *Section A - Organisation and contact details*

3.40 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*

3.41 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.

3.42 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 SQ requirement and explanation of exceptional circumstances will not be considered.

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

3.44 Where an Applicant's SQ Response states it does not meet the SQ requirements outright in questions C.8 (LAA contract terminations), C.9 (Peer Review) and C.10 (individuals prohibited from undertaking publicly funded work) the LAA will review its own records in

assessing whether the requirements have been met. For all other questions in Section B and C, the LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to disqualify an Applicant for submitting false and/or misleading information as provided at paragraphs 5.29 – 5.31 of this IFA.

- *Section D – Economic and financial standing*

3.45 Applicants are required to provide a completed Financial Viability Risk Assessment ('FVRA') Pro Forma and Supporting Financial Information as part of its tender submission. The FVRA Pro Forma and Supporting Financial Information are both Mandatory Attachments. Applicants are required to submit this information in the template provided by the LAA. This is provided as a document called 'Financial Viability Risk Assessment ('FVRA') Pro Forma' within the 'Attachments' section in the SQ. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the SQ Response.

3.46 Details of how to populate the template are included in a guidance section within the FVRA Pro Forma.

3.47 Based on the information entered into the FVRA Pro Forma, Applicants will receive an auto generated rating of red, amber or green.

3.48 The FVRA Pro Forma of successful Applicants will be validated against the Supporting Financial Information provided by the Applicant before the LAA enters into Contract (see paragraphs 4.40-4.43).

3.49 The Supporting Financial Information is a Mandatory Attachment which is separate from the FVRA Pro Forma.

- *Section E – Declaration*

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

- the Compliance Officer for Legal Practice (COLP) where 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.

Completion of the CDD ITT

3.51 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 (Quality Award Criteria); and
- Commercial Envelope (Price Award Criteria).

Technical Envelope - Quality Award Criteria

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

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

| Quality Award Criteria (Technical Envelope) | Weighting (%) |
|--|----------------------|
| Criterion 1 – Staffing the Service | 9.74 |
| Criterion 2 – Delivering a Quality Service | 8.42 |
| Criterion 3 – Capacity Planning for the Service | 15.26 |
| Criterion 4 – Implementation of the Service | 6.58 |

- 3.54 Quality Award Criteria 1 to 4 contain sub criteria. These require the Applicant to complete a written response to the specific questions asked in the text boxes provided. The response provided by the Applicant for each sub criterion will receive a score of between 0-5 as detailed in **Section 4** of this IFA.
- 3.55 Each text box has a maximum limit of 2000 characters (including spaces). Each question has up to three text boxes (depending on the sub criterion) which can be used by the Applicant in providing its answer. Applicants will not be able to exceed the character limit when submitting their responses.
- 3.56 As part of the CDD ITT, Applicants must provide a Staff Organogram to set out how they will staff the CDD Service. The Staff Organogram is a Mandatory Attachment. 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 Full Time Equivalent (“FTE”) position the role comprises.
- 3.57 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 provided in **Annex A** of this IFA. The CDD Resourcing Plan Pro Forma is a Mandatory Attachment. 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. The CDD Resourcing Plan Pro Forma of the successful Applicant will form part of the CDD Contract. The LAA may instruct the Applicant to alter their Resourcing Plan where, in the LAA's reasonable opinion, the existing plan creates unacceptable risk or are otherwise of insufficient quality during the Implementation Period and/or during the Contract Period.

3.58 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. The CDD Implementation Plan Pro Forma is a Mandatory Attachment. 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.

3.59 The CDD Implementation Plan Pro Forma of the successful Applicant will form part of the CDD Contract. The LAA may instruct the Applicant to alter their Implementation Plan where, in the LAA's reasonable opinion, the existing plan creates unacceptable risk or are otherwise of insufficient quality during the Implementation Period and/or during the Contract Period.

Declaration

3.60 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 Solicitors 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.

3.61 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.

Completion of CDD ITT - Commercial Envelope (Price Award Criteria)

3.62 The CDD ITT also includes the Commercial Envelope which contains:

- the Price Form; and
- the Costs Breakdown Assessment Pro Forma.

The Price Form

3.63 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.

3.64 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.

3.65 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.

3.66 Applicants will need to consider all the likely costs related to the delivery of the CDD Service in determining the appropriate Case Fee, including but not limited to:

- Set up costs (IT and telephony infrastructure, recruitment etc);
- Staff costs (wages, training etc);

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

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

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

The Costs Breakdown Assessment Pro Forma

3.69 Applicants are required to provide a completed Costs Breakdown Assessment Pro Forma which sets out how the Applicant has calculated its Case Fee. The Costs Breakdown Assessment Pro Forma is a Mandatory Attachment. Applicants are required to submit this information in the template provided by the LAA. This is provided as a document called 'Costs Breakdown Assessment 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.

Questions about this Procurement Process

3.70 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

3.71 If an Applicant has any questions about the content of this IFA, it may submit them up until **5pm on 19 November 2020**. This is referred to in the e-Tendering system as the 'End date for supplier clarification messages'.

3.72 All such questions must be submitted using the e-Tendering system message boards for this CDD Procurement Process.

3.73 Because of the way the LAA downloads messages from the e-Tendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to.

However, during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.

- 3.74 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-2021>.
- 3.75 Applicants should note that this is the only opportunity to ask questions about this 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

- 3.76 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.
- 3.77 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.
- 3.78 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.
- 3.79 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 4: TENDER ASSESSMENT

Tender Assessment

- 4.1 Applicants are required to submit a complete Tender i.e. a SQ Response and a CDD ITT Response. Where an Applicant does not submit a complete Tender, their Tender will be rejected its entirety and there will be no right of appeal.
- 4.2 Applicants are required to submit a SQ Response as part of their Tender. If their SQ Response is assessed as unsuccessful, their CDD ITT Response will not be evaluated.
- 4.3 The evaluation of Tenders will be conducted in accordance with the following stages:
- Stage 1: SQ Response assessment
 - Stage 2: Quality Award Criteria assessment (Technical Envelope)
 - Stage 3: Price Award Criteria assessment (Commercial Envelope)
 - Stage 4: Final score
 - Stage 5: Contract Award

Stage 1 –SQ Response assessment

- 4.4 The LAA will check that the Applicant has submitted an SQ Response as part of its Tender. If no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 4.5 Where an SQ Response has been submitted as part of this procurement process the LAA will assess the SQ Response in accordance with the assessment approach detailed in **Annex B**.
- 4.6 The sole right of appeal is set out at paragraph 5.39 of this IFA.
- 4.7 Applicants whose SQ Response is assessed as successful will proceed to Stage 2 (Quality Award Criteria assessment).

SQ Appeals

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

Stage 2 – Quality Award Criteria assessment (Technical Envelope)

4.9 Stage 2 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.

4.10 Each of the Quality Award Criteria (see **Annex C**) is made up of several 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.

4.11 To score higher points, Applicants should reference the specific CDD Contract requirements and the specific characteristics of the CDD Service (e.g. estimated Case volumes). Responses that are generic and are not CDD Contract specific are likely to achieve lower points.

4.12 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 |

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

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

4.15 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 |
|-------------------------|--|------------------------|--------------------------|----------------------------|----------------|
| 1: Staffing the service | 1.1 Skills and experience of Advisers and Supervisors in place to deliver the service Minimum scoring requirement of 2 | 5 | 9.74 | 4 | 4 |
| | 1.2 Staff Recruitment and Succession Planning | 4.74 | | 4 | 3.79 |

| | | | | | |
|--------------------------------------|--|------|-------|----|-------|
| 2: Delivery of a Quality Service | 2.1 Management of the CDD Service | 3.42 | 8.42 | 5 | 3.42 |
| | 2.2 Supervision of staff delivering specialist legal advice | 5 | | 5 | 5 |
| 3: Capacity Planning for the Service | 3.1a Contract Resourcing Minimum scoring requirement of 2 | 5.26 | 15.26 | 4 | 4.21 |
| | 3.2 Business Continuity Plan (BCP) | 3.42 | | 3 | 2.05 |
| | 3.3 Cyber Security | 3.42 | | 3 | 2.05 |
| | 3.4 Expansion Resourcing | 3.16 | | 5 | 3.16 |
| 4: Implementation of the Service | 4.1 Implementation of the CDD Service for 1 June 2021 Minimum scoring requirement of 2 | 6.58 | 6.58 | 5 | 6.58 |
| | | | | 38 | 34.26 |

4.16 In the example above, the Applicant would receive a total weighted score of 34.26 out of 40 possible points in the Quality Award Criteria.

4.17 Applicants are required to achieve minimum quality thresholds in order to be taken through to the next Stage of the evaluation process.

Minimum Quality Thresholds

4.18 Applicants are required to achieve at least a minimum overall weighted score of 24 out of 40 in the Technical Envelope. Where an Applicant achieves a weighted score of less than 24 out of 40 in the Technical Envelope for the CDD Service, their Tender will be rejected and they will take no further part in the evaluation process.

4.19 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 to be taken through to the next stage of the evaluation process.

4.20 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 3 – Price Award Criteria assessment (Commercial Envelope)

4.21 Stage 3 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.

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

4.23 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

4.24 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 | £9.00 | 60.00 |
| 2 | Example 2 | £12.00 | 44.70 |
| 3 | Example 3 | £15.50 | 34.60 |

4.25 The prices used in the tables above have been chosen 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.

4.26 Where the LAA deems that the Case Fee submitted by an Applicant appears to be abnormally low in accordance with Regulation 69 of the Public Contracts Regulations 2015, it will consider the information provided in the Applicant's Costs Breakdown Assessment Pro Forma. The LAA reserves the right to reject a Tender where the information supplied in the Costs Breakdown Assessment Pro Forma does not satisfactorily account for the Case Fee submitted by the Applicant.

Stage 4 – Final Score

4.27 At stage 4 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.

4.28 The Final Scores of Applicants will be ranked, and the two highest scoring Applicants will be awarded a CDD 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 | 95.00 |
| 2 | Example 2 | 25 | 44.7 | 69.70 |
| 3 | Example 3 | 20 | 34.6 | 54.60 |

4.29 In this example, CDD Contracts would be awarded to Example 1 and Example 2.

4.30 In the unlikely event that Applicants are tied (which prevents the LAA identifying the designated number of successful Applicants), the LAA will show preference to the Applicant(s) which achieved higher scores in the sub criteria designated as Priority Questions below.

4.31 The sub criteria which are Priority Questions are:

- 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 2021.

- 4.32 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 2021) and award to the Applicant who achieved the highest score for this question.
- 4.33 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.
- 4.34 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.
- 4.35 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 to award the Contract.

Stage 5: Contract Award

- 4.36 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.
- 4.37 Where an Applicant is unsuccessful following stage 4, 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.
- 4.38 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.
- 4.39 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; and
 - satisfactory validation of a successful Applicant's FVRA Pro Forma.

FVRA Pro Forma validation

- 4.40 Successful Applicants will be asked to confirm within 3 Business Days of notification whether there have been any significant changes to the FVRA Pro Forma and / or the Supporting Financial Information submitted in the their SQ Response.

- 4.41 Following Contract execution, a Provider's FVRA Pro Forma and Supporting Financial Information will be used by LAA Contract Management officials to inform ongoing contract management activity.

- 4.42 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. This includes, but is not limited to circumstances where, following validation of the FVRA Pro Forma, the LAA has serious concerns about an Applicant's ability to operate, for example owing its to cash flow position.

SECTION 5: GENERAL RULES OF THIS CDD PROCUREMENT PROCESS

Introduction

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

Submitting a Tender

- 5.4 The Applicant agrees to comply with the rules (contained in this Section 5 and elsewhere in this IFA) of this procurement process, the terms of the user agreement governing the use of the LAA e-Tendering system and any contract awarded to them by the LAA (including any conditions of contract award). If the Applicant fails to comply with the rules of this procurement process and/or the terms of the user agreement, the LAA may assess the Applicant's Tender as unsuccessful.
- 5.5 The Applicant must submit a complete Tender (in accordance with page 2 of this IFA) by the Deadline. For the purposes of the Deadline, the time specified on the e-Tendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:
- (a) any requests by the Applicant to amend or submit the Tender after the Deadline;
- or

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

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

5.6 The Applicant must submit a complete Tender (in accordance with paragraph 5.8) using the e-Tendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.

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

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

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

5.9 The Applicant may only submit one Tender (i.e. one SQ Response and 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.

- 5.10 The Applicant may amend and resubmit its Tender at any time up to the Deadline. Only the last Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.
- 5.11 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.
- 5.12 Subject to the LAA's right to clarify at paragraph 5.27, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 5.13 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 5.14 When providing Contract Work within Wales, the Applicant must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 5.15 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all the Contract Work it has submitted a Tender for.

- 5.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Start Date.
- 5.17 By submitting a Tender, the Applicant agrees to be bound by the CDD Contract without further negotiation or amendment.
- 5.18 In submitting its Tender, the Applicant acknowledges that this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct or decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.
- 5.19 The Applicant must monitor and respond as appropriate to messages received through the e-Tendering system throughout this procurement process, and the LAA accepts no liability where the Applicant fails to do so. All communication with Applicants through the e-Tendering system, including that outlined in paragraph 5.22 will be deemed to have been received by the Applicant at the time of transmission in the e-Tendering system. The time specified in the e-Tendering system shall be the definitive time.
- 5.20 Any Frequently Asked Questions published through the e-Tendering system in accordance with Section 3 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.
- 5.21 Without prejudice to any warranties given, these rules of the procurement process do not form a separate collateral contract between the Applicant and the LAA. The Applicant's Tender will form part of any Contract subsequently awarded.

Right to Cancel or Amend the Procurement Process

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

[services-from-june-2021](#) and notified to individual Applicants through a message on the e-Tendering system.

- 5.23 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 5.22 before the Deadline may be rejected.
- 5.24 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 5.25 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 5 will take precedence.
- 5.26 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

Right to Clarify / Verify

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

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

Right to Exclude

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

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

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

5.31 Paragraph 5.30 of this IFA applies regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

Canvassing

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

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

Collusion

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

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

5.34 If the LAA reasonably concludes that the Applicant has colluded with another person in any way that breaches paragraph 5.33 the LAA may (without prejudice to any other criminal or civil remedies available to it) immediately exclude the Applicant from any further involvement in this procurement process.

Award

5.35 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA using the e-Tendering message boards for this procurement process at www.legalaid.bravosolution.co.uk. 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 CDD Contract (as applicable).

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

Appeal and costs and expenses of Tender

- 5.39 Subject to clause 5.42 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 5.27-8), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.
- 5.40 There is no other right of appeal, including, for example 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.
- 5.41 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.
- 5.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.

- 5.43 Appeals should be submitted using the appeals pro-forma which will be made available at <https://www.gov.uk/government/publications/criminal-defence-direct-services-from-june-2021>.
- 5.44 The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 5.45 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.
- 5.46 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

- 5.47 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.
- 5.48 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.
- 5.49 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.

5.50 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.

5.51 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.

5.52 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.

5.53 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.

5.54 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.

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

5.56 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

5.57 The information contained in this IFA is subject to Crown copyright 2016. Applicants may, subject to 5.58, 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>

5.58 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 2021, 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.

As referred to at paragraph 1.7, the LAA anticipates that each Provider will be allocated 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 three full financial years is set out below.

| Financial year | Total Case volume |
|-----------------------|--------------------------|
| 2017/18 | 67,719 |
| 2018/19 | 65,846 |
| 2019/20 | 67,921 |

A breakdown of monthly CDD Case volumes **received** for **the entire CDD Service** for the last three full financial years is set out below.

| Month | Total Case volumes 17/18 | Total Case volumes 18/19 | Total Case volumes 19/20 |
|--------------|-------------------------------------|-------------------------------------|-------------------------------------|
| April | 5476 | 5560 | 5435 |
| May | 5681 | 5570 | 5488 |
| June | 5610 | 5469 | 5469 |
| July | 6153 | 5591 | 5683 |
| August | 5838 | 5482 | 5039 |
| September | 5688 | 5400 | 5816 |
| October | 5768 | 5642 | 5786 |
| November | 5672 | 5493 | 6004 |
| December | 5625 | 5747 | 5932 |
| January | 5707 | 5577 | 6681 |

| | | | |
|--------------|--------------|--------------|--------------|
| February | 5086 | 4828 | 5434 |
| March | 5415 | 5487 | 5154 |
| Total | 67719 | 65846 | 67921 |

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 1 August 2019 – 31 August 2020 for the entire CDD Service.²

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

² Please note that this does not include Cases over the period 27th-31st August 2019, for which data is not available

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 the CDD ITT in addition to this SQ for CDD Contracts from June 2021. | |
| 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 Where the Applicant does not yet have a registered or head/main office, please enter “N/A” | Free text |
| A.3 | Postcode of registered or head/main office address Where the Applicant does not yet have a registered or head/main office, please enter “N/A” | Free text |
| A.4.i | Intended trading status | Options list 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 Where the Applicant does not yet have a registered trading status, please enter “N/A” | Free text |
| A.4.v | Company registration number (if applicable) If this does not apply to the Applicant, please answer “N/A” | Free text |
| A.4.vi | 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 LAA Account Numbers are alpha-numeric and are 6 characters long, e.g. 1A234B and can be found on the Applicant’s current LAA Contract Schedule documentation (where applicable). | Free text |

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| | Where the Applicant does not currently have an LAA Account Number for this office, please enter "N/A" | |
| A.7.i | Predecessor bodies – has the Applicant been subject to any change to its status in the three years preceding the date of its Selection Questionnaire Response submission? This may include (but is not limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership. | Options list: 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.i | Does the Applicant currently hold the appropriate authorisation to provide Contract Work from one of the Relevant Professional Bodies? Where, in accordance with the Legal Services Act 2007, the Applicant is able to deliver reserved legal services without authorisation from a Relevant Professional Body, please answer "iii) N/A, exempt" | Options list: i) Yes, currently authorised (answer questions A.9.ii and A.9.iii) ii) No, not currently authorised (answer question A.10) |

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| | Where the Applicant answers “ii) No, not currently authorised” they must obtain authorisation from a Relevant Professional Body by the deadline stipulated in the relevant ITT IFA. | iii) N/A, exempt (answer question A.10) |
| A.9.ii | If the Applicant has answered “Yes” to A.9i, which Relevant Professional Body is the Applicant authorised by? | Options list: i) Solicitors Regulation Authority ii) Bar Standards Board iii) CILEx Regulation |
| A.9.iii | If the Applicant has answered “Yes” to A.9.i please provide the authorisation number/reference | Free text |
| A.10 | Contact details for the purposes of the SQ – contact name and role within the Applicant | Free text |
| A.11 | Contact address and postcode | Free text |
| A.12 | Contact email address | Free text |
| A.13 | Contact telephone number | Free text |

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.

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| | 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). | |
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| | <p>If the Applicant answers “Yes” to question B.2 on the non-payment of taxes or social security contributions, and has not paid or entered into a binding arrangement to pay the full amount, it may still avoid exclusion if only minor tax or social security contributions are unpaid or if it has not yet had time to fulfil its obligations since learning of the exact amount due. If the Applicant is in that position, please provide details in the free text boxes to the supplementary question B.2(a) - (f).</p> <p>Applicants that fail to provide the required information will be excluded. Applicants must be explicit and comprehensive in responding to these questions as this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the SQ Response) apply.</p> | |
| B.1 | <p>Regulations 57(1) and (2) 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 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) | <p>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”</p> | Free text |
| B.1(b) | <p>Please explain which of the grounds listed the conviction was for and the reasons for conviction</p> | Free text |

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| 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 |

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| 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 |

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.

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| | <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> | |
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| | Unless a different time period is specified in any question, please indicate if, within the past three years, anywhere in the world any of the following situations have applied to the Applicant or any of its Key Personnel. | |
| C.1 | Breach of environmental obligations, breach of social obligations and/or breach of labour law obligations? | Yes (discretionary fail) 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 | <p>Is/has the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation (been):</p> <ul style="list-style-type: none"> • Bankrupt; or • the subject of insolvency; or • the subject of winding-up proceedings, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended; or • entered into a pre-pack administration arrangement; or • entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA); or • it is/has been in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes (discretionary fail) No (pass) |

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| | 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(i)) No (Answer C.2(j) to C.2(n)) |
| C.2(c) | Have/Are the outstanding taxes or social security contributions been/being repaid in full as a result of the imposition of the IVA or CVA? If yes, please also confirm the date they were/will be repaid in full. | Free text |
| C.2(d) | Please provide the value of the IVA or CVA when entered into | Free text |
| C.2(e) | What proportion of the outstanding taxes or social security contributions has been/will be repaid through the IVA/CVA, expressed as a percentage? | Free text |
| C.2(f) | Please provide the date on which the IVA or CVA was entered into | Free text |
| C.2(g) | Where the IVA or CVA has been subject to any rescheduling of repayments, please provide: <ul style="list-style-type: none"> • 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). Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A". | Free text |
| C.2(h) | When is the IVA or CVA due to be discharged? | Free text |
| C.2(i) | On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable fall due? | Free text |

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| | For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT. | |
| C.2(j) | Have all payments of taxes and social security contributions for both the Applicant and each of its Key Personnel following the imposition of the IVA/CVA been met? | Yes No (Answer C.2(k) to C.2(n)) |
| C.2(k) | Where the Applicant has answered “No” to C2(j), please provide details of: - 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(l) | Please give details of the type of event and the date on which it occurred | Free text |
| C.2(m) | Please give details about the situation, including the amount of money involved and the date when the issue arose | Free text |
| C.2(n) | Please give details about any measures the Applicant has taken to ensure that the situation is resolved and confirm the current position on repayments including the date by which the amount will be repaid. | Free text |
| C.3 | Issued with a County Court Judgment (“CCJ”) under which liabilities will not be discharged by the Contract Start Date? | Yes (discretionary fail) 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 |

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| C.3(b) | Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued | Free text |
| C.3(c) | Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued | Free text |
| C.3(d) | Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid | Free text |
| C.3(e) | Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future | Free text |
| C.4 | Guilty of professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee? | Yes (discretionary fail) 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. | Free text |
| C.4(a) | If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant” | Free text |
| C.4(b) | Please give the date when the event(s) occurred | Free text |
| C.4(c) | Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification | Free text |
| C.4(d) | Please give: <ul style="list-style-type: none"> • 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 |

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| 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. | |

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| C.7(a) | Please give the name of the organisation with whom this contract was held | Free text |
| C.7(b) | Please give the date on which this contract commenced | Free text |
| C.7(c) | Please give the value of the contract and the time period for which the full contract was due to run | Free text |
| C.7(d) | Please confirm the nature of the sanction that was applied | Free text |
| C.7(e) | Please give the date when the early termination/damages/comparable sanction took effect | Free text |
| C.7(f) | If the Applicant has answered "Yes" in relation to Key Personnel working at a previous organisation, please confirm the name of the member of Key Personnel and the organisation to which the termination relates. If the termination relates to the Applicant, please answer "Relates to Applicant" | Free text |
| C.7(g) | Please confirm the reason for the early termination/damages/comparable sanction | Free text |
| C.7(h) | Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/damages/comparable sanction | Free text |
| C.8 | <p>Had any contract with the LAA or its predecessor body terminated in whole or in part within the last five years (not restricted to 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 |

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| 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 | Received either: a) two consecutive Peer Review ratings of 4; or b) two consecutive Peer Review ratings of 5, in the Crime Category of Law following the outcome of any appeal in the last 5 years? 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. | Yes (discretionary fail) No (Pass) |
| | 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 |

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| C.10 | <p>Has anyone in your organisation received notification from the LAA that they may not conduct publicly funded work under an LAA Contract?</p> <p>For the avoidance of doubt this includes any Civil, Crime, VHCC, CLA, HPCDS or Exceptional Case Contract.</p> <p>Any individual who has received notification from the LAA that they may not conduct publicly funded work under an LAA Contract may not conduct publicly funded work under a 2021 CDD Contract</p> <p>Where that individual is a member of your Key Personnel, the Applicant may be excluded from the procurement process, subject to an assessment of the questions below</p> | <p>Yes (discretionary fail)</p> <p>No (pass)</p> |
| | <p>Exceptional circumstances – if the Applicant has answered “Yes” to question C.10, you must give details by answering questions C.10(a) - (h) below.</p> | |
| C.10(a) | <p>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?</p> | Free text |
| C.10(b) | <p>Is/are the individual(s) a member of Key Personnel?</p> | <p>Option:</p> <p>Yes</p> <p>No</p> |
| C.10(c) | <p>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</p> | Free text |
| C.10(d) | <p>Please provide the date on which the individual(s) was/were notified</p> | Free text |
| C.10(e) | <p>Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract.</p> | Free text |
| C.10(f) | <p>Please provide a copy of the letter sent by the LAA informing the Applicant/individual(s) of this restriction</p> | |
| C.10(g) | <p>What action has the Applicant undertaken to ensure that the individual does not conduct publicly funded work under an LAA contract?</p> | Free text |
| C.10(h) | <p>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?</p> | Free text |
| | <p>Please answer the following statements:</p> | |

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| 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 |

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| 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 – Economic and financial standing

Applicants must complete and upload the Financial Viability Risk Assessment Pro Forma ('FVRA') Mandatory Attachment and Supporting Financial Information Mandatory Attachment. The award of a Contract to a successful Applicant will be conditional on the satisfactory validation of the FVRA Pro Forma against the Supporting Financial Information submitted in this section of the SQ. Please refer to paragraph 4.40 of the IFA for further information.

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| D.1 | <p>Please upload a completed Financial Viability Assessment ('FVRA') Pro Forma</p> <p>Copies of the FVRA Pro Forma can be accessed and downloaded from the 'Attachments' section in this SQ.</p> | Attachment |
| D.2 | Can you provide a copy of the Applicant's audited accounts for the last three years to validate the FVRA? | <p>Options list:</p> <p>i) Yes (answer D.2(a))</p> <p>ii) No (answer D.2(b))</p> |
| D.2(a) | If yes, please upload here a copy of the Applicant's audited accounts for the last three years | Attachment |
| D.2(b) | <p>If no, please confirm which one of the following you can provide:</p> <p>a) A statement of the Applicant's turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading</p> <p>b) A statement of the Applicant's cash flow forecast for the current year and a bank letter outlining the Applicant's current cash and credit position</p> <p>c) Alternative means of demonstrating the Applicant's financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or</p> | <p>Options list:</p> <p>i) a (answer D.2(c))</p> <p>ii) b (answer D.2(d))</p> <p>iii) c (answer D.2(e))</p> |

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| | the bank, charity accruals accounts or an alternative means of demonstrating financial status). | |
| D.2.(c) | If you selected a) please upload here the Applicant's statement of the turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading | |
| D.2.(d) | If you selected b) please upload here the Applicant's cash flow forecast for the current year and a bank letter outlining the Applicant's current cash and credit position | |
| D.2.(e) | If you selected c) please upload here the Applicant's alternative means of demonstrating financial status (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status) | |

Section E – Declaration

I give my undertaking that I am either

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

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

and so authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a CDD 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 |
|-----|--|--|
| E.1 | Name of the individual making declaration on behalf of the Applicant | Free text |
| E.2 | Status within the Applicant organisation | Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel |

ANNEX C: AWARD CRITERIA QUESTIONS AND ASSESSMENT GUIDANCE

Quality Award Criteria

The 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 Award Criteria.

| | Criteria | Sub – Criteria | Sub-criteria Weighting | Quality Award Criteria Weighting | Total Quality Award Criteria Weighting |
|--|---|--|--|----------------------------------|--|
| Quality (Technical Envelope) | Non-assessed information (Pass/Fail Elements) | N1 – Submission Requirement: Staff Organogram | <i>Pass/Fail (Pass = provision of N1 Staff Organogram)</i> | | |
| | | N2 – Submission Requirement: CDD Resourcing Plan Pro Forma | <i>Pass/Fail (Pass = provision of N2 Resourcing Plan)</i> | | |
| | | N3 – Submission Requirement: CDD Implementation Plan Pro Forma | <i>Pass/Fail (Pass = provision of N3 Implementation Plan)</i> | | |
| | Quality Award Criterion 1- Staffing the service | 1.1 Skills and experience of Advisers and Supervisors in place to deliver the service Minimum scoring requirement of 2 | 5.00 | 9.74 | 40% |
| | | 1.2 Staff Recruitment and Succession Planning | 4.74 | | |
| | Quality Award Criterion 2- Delivery of a Quality Service | 2.1 Management of the CDD Service | 3.42 | 8.42 | |
| | | 2.2 Supervision of staff delivering specialist legal advice | 5.00 | | |
| | Quality Award Criterion 3 - Capacity Planning | 3.1a Contract Resourcing Minimum scoring requirement of 2 | 5.26 | 15.26 | |
| | | 3.2 Business Continuity Plan (BCP) | 3.42 | | |
| | | 3.3 Cyber Security | 3.42 | | |
| 3.4 Expansion Resourcing | | 3.16 | | | |
| Quality Award Criterion 4 – Implementation Plan | 4.1 Implementation of the CDD Services for 1 June 2021 Minimum scoring requirement of 2 | 6.58 | 6.58 | | |
| Declaration | Declaration Pass = (provision of signed declaration) | Pass/Fail | | | |
| Price (Commercial Envelope) | Price Award Criterion 1: Price Form | P1 – Submission Requirement: Case Fee | 60% | | |
| | Costs Breakdown Assessment Pro Forma | P2 – Submission Requirement: Costs Breakdown Assessment Pro Forma | <i>Pass/Fail (Pass = provision of P2 Costs Breakdown Assessment Pro Forma)</i> | | |

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> <p>a) the name of the staff member employed. Alternatively, indicate where the post is vacant;</p> <p>b) the title of their role, the main duties to be performed and their relevant qualifications for delivering the CDD Service;</p> <p>c) 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;</p> <p>d) the basis of their employment (permanent, fixed term, temporary). Where temporary, stipulate how long the position will last; and</p> <p>e) reporting structures.</p> | Attachment |

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| 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 '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> <ol style="list-style-type: none"> 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. <p>Copies of the CDD Implementation Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in this ITT.</p> | Attachment |

Quality Award Criterion 1 – Staffing the Service

| No. | Sub-criteria | Rationale | Guidance |
|--|--|---|---|
| This Quality Award Criterion is about how the Applicant will ensure it has staff with sufficient skills and experience to deliver the Contract Work in accordance with the CDD Contract. | | | |
| 1.1 Skills and experience of Advisers Supervisors and Key Personnel in place to deliver the service (Minimum Quality Criterion) | <p>With reference to the Named Individuals given in answer to question N.1, please use the text box(es) provided to outline the skills and experience necessary to run the CDD Service and how the named Advisers Supervisors and Key Personnel will have the skills and experience to effectively deliver the CDD Service from the Service Commencement Date 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"> • 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. • Either running advising on or supervising a dedicated specialist telephone legal advice service (please note, this does not include | <p>This question is intended to assess the knowledge of the skills and experience required to run the CDD service and how 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 meet these requirements.</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 skills and experience necessary to run the CDD Service and how the Applicants meet the requirements • A description of the breadth and depth of the skills and experience of: <ul style="list-style-type: none"> - Advisers; - Supervisors; and - Key Personnel • 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> |

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| | <p>experience of accepting calls via police stations for the deployment of staff to advise detained individuals)</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; • Evidence that the Applicant currently employs a high number of staff with the relevant skills and experience who will be deployed to deliver the CDD Service. • 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 <i>Staff Recruitment and Succession Planning</i></p> | <p>Referring to the roles in your Staff Organogram given in answer to question N.1, in the text box(es) provided please outline how you will manage any necessary recruitment in time for the Service Commencement Date where necessary and any ongoing recruitment and staff succession requirements throughout the entire Contract Period (including any extension periods)</p> <p>As part of your response you should include:</p> <ul style="list-style-type: none"> • the employment conditions that you will use to attract good candidates, minimise turnover of staff and improve productivity • the recruitment processes that you will undertake to fill any vacant posts (if necessary) in your Staff Organogram (provided in answer to question N.1) by the Service Commencement Date. <p>If you currently have no vacant posts to fill you should state this and explain the process that you will follow if posts currently filled become vacant prior to the Service Commencement Date.</p> | <p>This question is intended to assess the Applicant's plans to ensure the Service will be fully resourced with sufficiently skilled staff by the Service Commencement Date and maintain this throughout the contract term.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a higher level of confidence that the Applicant will have staff and be able to recruit and maintain adequate numbers of staff with sufficient skills and experience deployed to the Service by the Service Commencement Date and whose recruitment practices provide a level playing field to persons from all backgrounds and circumstances.</p> | <p>The answer should include:</p> <ul style="list-style-type: none"> • An outline of the approach to succession planning and replacement of outgoing staff deployed to the Service, including: <ul style="list-style-type: none"> ○ Caseworkers, ○ Supervisors and ○ Management Team • A description of how the Applicant will ensure that it offers a salary and benefits package that will attract high-quality applicants to fill positions including <ul style="list-style-type: none"> ○ Caseworkers, ○ Supervisors and ○ Management Team • A description of the Applicant's plans to fill any vacant posts to ensure they are fully resourced with appropriately skilled staff for the Service Commencement Date. If necessary. If providing a response to filling a vacant post the Applicant's answer should include dates and timescales for any recruitment activity along with the names and responsibilities of Key Personnel involved. • A description of how the Applicant will minimise staff turnover and improve productivity of staff deployed to the Service. • A description of how the Applicant will ensure it offers an environment in which persons from all backgrounds and |

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| | | | <p>circumstances can benefit from recruitment and development opportunities</p> <p>Extra points may be awarded if the answer provides a higher level of assurance that the Individuals necessary to deliver the Service will be in place. This could include;</p> <ul style="list-style-type: none"> • Evidence that the process(es) to attract, select and appoint sufficiently skilled and experienced staff are likely to lead to successful and timely recruitment. • A nominated recruitment lead with sufficient standing within the organisation, who has significant and relevant recruitment skills and experience. • Evidence that the succession-planning processes outlined above have been successfully used by the Applicant previously • Evidence that the Applicant supports in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract |
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Quality Award Criterion 2- Delivery of a Quality Service

| No. | Sub-criteria | Rationale | Guidance |
|--|---|---|---|
| This Quality Award Criterion is about how Applicants will deliver a high-quality service with high levels of Client care. | | | |
| 2.1 Management of the CDD Service | <p>Please use the text box(es) provided to describe how you will ensure effective overall management of the CDD Service to ensure service provision is maintained from the Service Commencement Date and will be reviewed and improved throughout the lifetime of the contract.</p> <p>Your answer should include how:</p> <ul style="list-style-type: none"> • You will ensure that the service operates effectively across the full Service Hours; • You will ensure continuity between shifts to appropriately deal with ongoing Cases; and • You will monitor trends in Case outcomes for the CDD Service and take appropriate action where you identify issues and areas for improvement within your individual CDD Contract and across the wider CDD Service e.g. DSCC, police forces, other CDD Provider. • 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>This question is intended to assess the effectiveness of the Applicant's plans to ensure effective overall management of the CDD Service.</p> <p>Higher points will be awarded to Applicants who provide the LAA with a high level of assurance that the Applicant will deliver an effective CDD Service and take appropriate action to monitor, review and improve performance throughout the lifetime of the Contract.</p> | <p>The answer should include:</p> <ul style="list-style-type: none"> • Details of a robust approach to monitoring and reviewing performance of the CDD Service including KPI performance to ensure effective operation, including frequency of monitoring and the key metrics you will consider; • Details of your approach to identifying trends that may indicate issues or areas for improvement • How you would identify appropriate action and how you would develop, implement and monitor plans to address issues or areas for improvement, including the steps you will take to notify the LAA of a failure to meet a Contract KPI in accordance with the CDD Contract; • The Named Individuals with sufficient standing in the Applicant organisation with accountability for the overall management of the CDD Service with an outline of their skills and experience relevant to achieving success in a similar role. <p>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will deliver an effective CDD Service and take appropriate action to monitor, review and improve performance.</p> |

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| | | | <ul style="list-style-type: none"> Evidence that the Applicant has in place of a culture of continuous improvement that has enhanced the delivery of similar services and will be applied to the CDD Service. |
| <p>2.2 Supervision of staff delivering specialist legal advice</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 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; - 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 in the delivery of a 24-hour service. | <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 CDD 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; An explanation of 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; 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. |

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Quality Award Criterion 3 – Capacity Planning

| No. | Sub-criteria | Rationale | Guidance |
|--|--|--|---|
| This Quality Award Criterion is about demonstrating sufficient capacity to effectively deliver the CDD Service. | | | |
| 3.1 Contract Resourcing (Minimum Quality Criterion) | <p>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> <p>Please outline:</p> <ul style="list-style-type: none"> • how you have calculated the number of staff set out in your completed CDD Resourcing Plan Pro Forma is sufficient to deliver this Service in accordance with the Service Hours and contract requirements; • 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 • how you would ensure compliance with the Service Standards in Part A - Section 3 of Annex 1 - Specification. <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 'Attachments' section in the CDD ITT. See paragraphs 3.21 - 3.29 for details of how to upload Mandatory Attachments.</p> | <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 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. | <p>The answer should include:</p> <ul style="list-style-type: none"> • A completed CDD Resourcing Plan Pro Forma underpinned by accurate calculations of the demands of the service using call and Case volumes provided in this IFA in Annex A; • Evidence that sufficient staff with the appropriate skills will be available to deliver the CDD Service over all Service Hours; • Contingency arrangements to meet unexpected short-term peaks in demand and/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 <i>Business Continuity Plan (BCP)</i> | <p>In the text box(es) provided please describe, with reference to your draft BCP, provided as part of your Implementation Plan Pro Forma in answer to question N.3, how you will respond to an event which significantly disrupts, or threatens to significantly disrupt, the provision of the Contract Work. As a minimum, the BCP should comply with the requirements of Specification and Standard Terms of the CDD Contract and your answer should cover risks identified to business continuity in the following areas:</p> <ul style="list-style-type: none"> ▪ Geographical; ▪ Infrastructure which includes major telephony and Internet disruptions; | <p>This question is intended to give the LAA confidence that the Applicant will ensure continuity of Contract Work following any failure or disruption of any element of the business processes and operations.</p> <p>Higher points will be awarded to Applicants who can demonstrate that they will have a robust BCP in place by the Service Commencement Date that adequately takes into account the particular risks to delivery of Contract Work relevant to the location of the Office and the business systems in place for the delivery of the Service</p> | <p>Your response should include:</p> <ul style="list-style-type: none"> - The key risks identified to service continuity including: <ul style="list-style-type: none"> • Geographical; • Infrastructure which takes account of a major failure occurring in the telephone system; • Data; • Staff; and • Access to the workplace. - An outline of countermeasures to manage the risks identified. |

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| | <ul style="list-style-type: none"> ▪ Staff; and ▪ Data. <p>You should include how you would maintain service provision in the event that staff cannot access their usual place of work, including but not limited to travel restrictions and staff self-isolation.</p> <p>You should also outline plans for maintaining delivery of the Contract Work in the event that a risk, or another unforeseen event, materialises.</p> | | <ul style="list-style-type: none"> - Details of the roles and responsibilities of the staff responsible for the BCP - An outline of the processes the Applicant will follow in activating their BCP including how will ensure it will meet the testing requirements detailed at 11.1 of the Specification - An outline of the Applicant's approach to reviewing and updating the BCP in accordance with clause 11.17 of the Specification <p>Extra points may be awarded if the BCP provides a higher level of confidence that service continuity will be maintained, for example:</p> <ul style="list-style-type: none"> • Detailed evidence of a well thought out BCP that is relevant to the location and scale of the operation. • A higher level of assurance that staff with appropriate standing in the organisation will have responsibility for reviewing, updating and implementing the BCP. • Evidence that the Applicant has effectively used business continuity planning to plan for and respond to risks that have materialised in the delivery of other, similar services. |
| <p>3.3</p> <p><i>Cyber Security</i></p> | <p>Please use the text box(es) provided to describe how, in delivering the Contract, you will ensure cyber security risks are identified and reduced, and how you will monitor and measure this</p> | <p>This question is intended to give the LAA confidence that the Applicant will effectively identify and minimise the risk of cyber-attack.</p> <p>Higher points will be awarded to Applicants that can provide a higher level of confidence that they:</p> <ul style="list-style-type: none"> • Have a detailed understand of the potential cyber security risks relevant to the delivery of the CDD Service; • Will have robust processes and procedures in place to counter relevant risks; • Will actively raise awareness of cyber security risks with staff deployed to the CDD Service; and • Will continue to monitor, test and develop their approach to cyber security and respond to emerging risks. | <p>The answer should include:</p> <ul style="list-style-type: none"> • The key cyber security risks identified in respect of: <ul style="list-style-type: none"> - Electronic devices; - Data security; - Malicious attacks • An overview of the counter measures the Applicant will use to counter the cyber security risks identified; • A description of how the Applicant will: <ul style="list-style-type: none"> - ensure staff deployed to the CDD Service are aware of the cyber security risks relevant to the delivery of the Contract and that staff can identify and manage cyber security risks - identify, monitor, report and learn from cyber security attacks and/or breaches <p>Extra points may be awarded if the answer provides a higher level of assurance, for example:</p> <ul style="list-style-type: none"> • a higher level of assurance that staff with the appropriate standing in the organisation and with cyber security management experience will have responsibility for this activity; |

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| | | | <ul style="list-style-type: none"> currently holding Cyber Essentials Plus Certification which is valid at the Deadline (please note, where you indicate you currently hold Cyber Essentials Plus Certification, we will require evidence of this before entering into Contract); Cyber security testing and training takes place at least annually; Evidence of successfully identifying and managing cyber security risks or attacks in the delivery of another similar service. |
| 3.4 Expansion Resourcing | <p>If you are successfully awarded a Contract, the LAA may require you to deliver increased Case volumes during Service Hours at short notice (e.g. in circumstances where another CDD Provider is unable to fulfil their Contract).</p> <p>In the text box(es) provided please describe how – in a short time frame - you would increase your capacity to effectively manage an increase in the Case volumes allocated to you by 100% (i.e. double) for the CDD Service using historical Case Volumes provided in Annex A</p> <p>For the avoidance of doubt, this would mean providing all the Contract Work as the sole CDD Provider i.e. delivering 100% of the Case Volumes across the CDD Service.</p> <p>Your expansion plan should be outlined in the text box(es) provided, and you are not permitted to attach additional documents in response to this question.</p> | <p>This question is intended to assess the Applicant's plans to expand capacity to increase the proportion of Contract Work allocated, if required by the LAA, including where this may be required at short notice.</p> <p>Higher scores will be awarded to Applicants that can provide a higher level of confidence that they can quickly and flexibly expand to deliver an increased proportion of Contract Work ensuring:</p> <ul style="list-style-type: none"> Deployment of staff with sufficient skills and experience to manage calls and Cases in line with the Specification; Provision of additional infrastructure (where necessary) to support expansion; and Service Standards and KPIs will be maintained. | <p>The answer should include:</p> <ul style="list-style-type: none"> A detailed plan for ensuring sufficient staff with the appropriate skills will be available to deliver double the Case volumes (i.e. up to 100 %of the overall CDD Service) A description of how the Applicant will provide infrastructure (if necessary) to deliver a 100% increase in Cases (i.e. up to 100% of the overall CDD Service). A description of how the Applicant will ensure Service Standards and KPIs will be met during whilst delivering an increased proportion of Contract Work. In providing a response to this question the Applicant's answer should include timescales for expansion activity together with the names and responsibilities of Key Personnel involved. <p>Extra points may be awarded if the Applicant's answer provides a higher level of assurance that service continuity will be maintained, for example:</p> <ul style="list-style-type: none"> A higher level of detail about the steps that will be taken to expand Service capacity. A higher level of confidence that the expansion plan could be successfully implemented quickly to prevent gaps in service. |

Quality Award Criterion 4 - Implementing the Service

| No. | Sub-criteria | Rationale | Guidance |
|--|--------------|-----------|----------|
| 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 | | | |

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| <p>4.1 Implementation of the CDD Services for 1 June 2021</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 2021.</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 CDD 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 from the Service Commencement Date and during a period of Dual Operation; • 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 CDD 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. |
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Declaration

By completing and submitting this Tender the Applicant confirms that it will meet the following Minimum Requirements by the relevant latest date specified at paragraph 1.52 of the CDD Invitation To Tender Information For Applicants:

- Will be fully constituted and has appropriate authorisation from a Relevant Professional Body to deliver legal services; and
- Will hold a relevant Quality Standard; and
- Will hold a relevant Cyber Essential Accreditation; and
- 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; and
- Will have 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; and
- Will be willing and able to deliver the CDD Service 24 hours a day, seven days a week in accordance with paragraph 2.1 to 2.2. of Part A of Annex 1 – Specification of the Contract; and
- Will have in place 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 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.

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

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

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

and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this Tender are correct.

I understand that the information will be used in the process to assess the Applicant's suitability to be offered a CDD Contract.

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

I understand the Applicant will be required to evidence the information and warranties in the Applicant's Tender, including in this ITT Response, by the Service Commencement Date.

I confirm that this Tender is compliant with the rules in relation to Connected Entities set out in paragraphs 2.6 to 2.12 of the IFA.

| No. | Question | Response options and assessment |
|-----|--|--|
| D.1 | Name of the individual making declaration on behalf of the Applicant | Text |
| D.2 | Status within the Applicant organisation | Option List: i) COLP or intended COLP ii) HOLP or intended HOLP iii) CM or intended CM iv) Key Personnel |

Price Award Criteria

| No. | Question | Response options and assessment |
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| Note All Applicants must submit a response to this Commercial Envelope as part of this procurement process. Applicants must ensure that they complete and submit the SQ in addition to this CDD ITT for CDD Contracts from June 2021. | | |
| P1- Price Form | Please confirm the Applicant's Case Fee in pounds sterling (£), exclusive of VAT | Number (up to 2 decimal places) |
| P2 - Submission Requirement: Costs Breakdown Assessment Pro Forma | Submission Requirement: Costs Breakdown Assessment Pro Forma Please complete and upload a completed Costs Breakdown Assessment Pro Forma. Copies of the Costs Breakdown Assessment Pro Forma can be accessed and downloaded from the 'Attachments' section in this ITT. | Attachment |

ANNEX D: TUPE AND CONFIDENTIALITY AGREEMENT

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

For the attention of: Gemma Jordan

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

Dear Sirs

INVITATION TO TENDER FOR CDD SERVICES

The Legal Aid Agency ("**LAA**") commenced a procurement process for CDD Services (the "**Contract Work**") by publishing an Information for Applicants (IFA) document entitled '**Procurement of Criminal Defence Direct Services in England and Wales from 1 June 2021 Invitation to Tender Information for Applicants.**

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

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

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

Definitions

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

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

“Data Protection Laws” means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data including, but not limited to, the Data Protection Act 2018 and the GDPR or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time.

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

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

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

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

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

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

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

1. The Applicant agrees:

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

2. The Applicant may disclose the Confidential Information:

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

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

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

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

- (a) any information which is in the public domain other than as a direct / indirect result of the information being disclosed by the Applicant in breach of this letter;
 - (b) any information which was lawfully and publicly known to the Applicant before it was disclosed;
 - (c) any information independently received by the Applicant or acquired by the Applicant from a third-party source that is not connected with the LAA and such source was not under any confidentiality requirement in respect of that information.
5. The LAA and the Applicant anticipate that the LAA shall act as a Controller and the Applicant shall act as a Processor in connection with any Personal Data under this letter and the Applicant shall Process such Personal Data in accordance with the Purpose and pursuant to its obligations under this letter.
6. The Applicant, in relation to the Processing that it is carrying out arising out of or in connection with the Purpose, shall:
- a) Process the Personal Data for the Purpose and in accordance with any instructions from the LAA;
 - b) unless prohibited by law, notify the LAA immediately (and in any event within twenty-four (24) hours of becoming aware of the same) if it believes (or ought reasonably to have been aware) that:
 - i. it is required by Applicable EU Law to act other than in accordance with the instructions of the LAA; or
 - ii. any of the LAA's instructions under paragraph 6(a) infringes the Data Protection Laws;
 - c) shall implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on the LAA by the Security Requirements;
 - d) notify the LAA promptly (and in any event within forty eight (48) hours following its receipt of any Data Subject Request or ICO correspondence or Third Party Request and shall not disclose the Personal Data to any Data Subject Request or ICO correspondence or Third Party Request without the Employer's prior written consent, and shall provide the

- LAA with all reasonable co-operation and assistance required by the LAA in relation to any such Data Subject Request or ICO correspondence or Third Party Request;
- e) notify the LAA promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or “near miss” Personal Data Breach and shall implement any measures necessary to restore the security of compromised Personal Data and assist the Employer to make any notifications to the ICO and affected Data Subjects;
 - f) comply with the obligations imposed upon a Processor under the Data Protection Laws.
7. The Applicant shall indemnify the LAA from and against all liabilities, costs (including legal and other professional costs and fees), expenses, damages and losses suffered or incurred by it arising from any breach of this letter and/or of the Data Protection Laws by the Applicant (and/or its officers and/or employee(s)) and/or any of the recipients to whom the Applicant is permitted to disclose the Confidential Information pursuant to paragraphs 2 (a), (b) and (d) above.
8. Unless the LAA and the Applicant agree otherwise, the obligations of this letter shall survive for so long as information disclosed under it constitutes Confidential Information.
9. The Applicant shall ensure that it, its officers, employees and any recipient to whom it has disclosed the Confidential Information pursuant to paragraph 2(a), (b) and (d) (above), upon the LAA’s request at any time promptly return and/or at the LAA’s request destroy all Confidential Information and any copies made thereof, or other documents reproducing or generated from such Confidential Information. A senior officer of the Applicant shall certify in writing as to the completeness of such return and/or destruction.
10. The Applicant acknowledges that LAA makes no representation or warranty (express or implied) regarding the accuracy, reliability, completeness, freedom from defects or otherwise of the Confidential Information. The Applicant irrevocably and unconditionally waives any claims, rights or remedies which the Applicant may otherwise have in relation to the accuracy, reliability, completeness, freedom from defects or otherwise of the Confidential Information.

11. The Applicant further acknowledges that unless otherwise expressed by LAA in writing, no failure or delay by the LAA in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights.
12. The Applicant agrees that it shall not assign this letter or any of its rights and obligations hereunder without the prior written consent of LAA.
13. This letter or any part of it shall not be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this letter.
14. This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in all respects according to the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts in all matters relating to this letter.

SIGNED by [NAME OF SIGNATORY])
 duly authorised to sign for and on behalf)
 of [APPLICANT] [*type of organisation*]³)

.....
Authorised Signatory
Position:⁴
Date:

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

³ e.g. partnership, incorporated practice, limited liability partnership, public limited company, private limited company, company limited by guarantee, unincorporated charity. Where appropriate state registration number.

⁴ e.g. partner, designated member, director, trustees.

ANNEX E: 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 |
| Adviser(s) | 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 CDD 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 or CDD Case | The referral of a CDD 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 CDD 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 CDD Services from 1 June 2021 |
| CDD ITT Response | An Applicant's response to the CDD ITT as part of the CDD Procurement Process |
| CDD Procurement Process | This procurement process inviting tenders to deliver CDD Services from 1 June 2021 |
| CDD Implementation Plan Pro Forma | A Mandatory Attachment as defined at paragraph 3.21 of the IFA |
| CDD Resourcing Plan Pro Forma | A Mandatory Attachment as defined at paragraph 3.21 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" |

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| | shall have the same meaning, as defined in the CDD 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 and Costs Breakdown Assessment Pro Forma in respect of the CDD Service |
| Connected | Has the meaning given in paragraph 2.7-2.8 of this IFA and “Connection” shall be construed accordingly |
| Connected Entity | An Applicant who is Connected to one or more other Applicants and/or an Incumbent Provider |
| Contract or CDD Contract | The Criminal Defence Direct Contract 2021 for the provision of the CDD Services which will be awarded to each successful Applicant |
| Contract Period | As defined in Clause 2.1-2.2 of the CDD Contract for Signature |
| Contract Documents | As defined in Clause 12.1 of the CDD Contract Standard Terms |
| Contract for Signature or CDD Contract for Signature | The document of that name issued by the LAA and signed by the LAA and each successful Applicant in relation to this CDD Contract |
| Contract Manager | An individual employed with LAA’s Contract Management and Assurance department with responsibility for managing relationships with Providers and their performance under contract |

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| Contract Start Date | The date specified in the successful Applicants' Contract for Signature as the date this Contract starts |
| Contract Work | The provision of advice and assistance to Clients in CDD Cases within the scope of the CDD Services in accordance with the requirements of this Contract as defined in the CDD Contract Standard Terms |
| Contract Year | The twelve (12) consecutive months during the Contract |
| Costs Breakdown Assessment Pro Forma | A Mandatory Attachment to an Applicant's Tender, as required by the IFA which sets out how the Applicant has calculated its Case Fee |
| Criminal Defence Direct or CDD | Criminal Defence Direct as defined in the Annex 1 – Specification of the Contract |
| Cyber Essentials Certification | Cyber Essentials or Cyber Essentials Plus certification |
| 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 14 December 2020 |
| Defence Solicitor Call Centre or DSCC | The call centre set up and run by us or on behalf of the LAA for the purpose of receiving requests for CDD Cases (amongst other things) as defined in the CDD 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 CDD 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) | 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: <ul style="list-style-type: none"> - Person A – 20 hours per week - Person B – 10 hours per week - Person C – 5 hours per week |

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| | One FTE is based on a 35-hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week |
| FVRA Pro Forma | A Mandatory Attachment to an Applicant's Tender, as required by the IFA which details financial information required by the LAA for this procurement process. |
| 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 |
| Implementation Plan Pro Forma | A Mandatory Attachment to an Applicant's Tender, as required by the IFA which details the Applicant's Implementation plan for this Tender. |
| Incumbent Provider | A current holder of a CDD 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 CDD 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 CDD 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 CDD 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 |

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| 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 paragraph 3.21 of the IFA |
| Minimum Requirements | The requirements set out in paragraph 1.51 of this IFA |
| Minimum Quality Criterion/Criteria | As defined at paragraph 4.20 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 CDD Contract |
| Payment Annex | Annex 2 – KPI Annex of the CDD Contract |
| PC | Personal Computer |
| Personal Data | As defined in the GDPR |
| Police | The 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 CDD 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 CDD 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 |
| 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 |
| Priority Questions | Specific questions which will be given additional priority and used to differentiate between Applicants in the event that Applicants are tied which prevents the LAA identifying the designated number of successful Applicants |
| Probationary Representative | A person (including a Solicitor or Counsel) who is, under the Police Station Register Arrangements 2001 (as amended), registered with |

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| | 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 114 | The Project number in the 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 CDD Contract |
| Qualifying Event | As defined in the CDD 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) |
| 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 CDD Contract |
| Resourcing Plan Pro Forma | A Mandatory Attachment to an Applicant's Tender, as required by the IFA which details the Applicant's resourcing plan. |
| 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 |
| Rules for Connected Entities | The rules set out at paragraph 2.6-2.12 of the IFA |
| 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 2021 |
| Service Hours | As defined in Section 2 of Part A of Annex 1 - Specification of the CDD 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 CDD Contract |
| Solicitor | A Solicitor of the Senior Courts of England and Wales |

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| Solicitors Regulation Authority or SRA | Solicitors Regulation Authority; a Relevant Professional Body |
| Specification | The Specification of the CDD Services at Annex 1 of the CDD Contract |
| SQ Response | An Applicant's response to the SQ for this CDD Procurement Process |
| SQM Audit Provider | Recognising Excellence Limited |
| SQM or Specialist Quality Mark | The LAA's legal practice quality mark, which is a relevant Quality Standard |
| 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 3.56 of the IFA |
| Supervisor | A person appointed by you in accordance with Annex 1 - Specification of the CDD 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. |
| Supporting Financial Information | A Mandatory Attachment to an Applicant's Tender, as required by the IFA which details financial information required as part of the tender to validate the FVRA Mandatory Attachment. |
| Technical Envelope | The section in the e-Tendering system where Applicants submit responses to the Quality Award Criteria |
| Tender | An Applicant's complete response to this procurement process consisting of an SQ Response and a CDD ITT Response |
| Variant Bid | A Tender which departs from the requirements of the Contract and /or the procurement process |
| 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 |