

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

### **Introduction**

On 2 February 2021, the Legal Aid Agency (“**LAA**”) announced it had cancelled a procurement process for the award of 2021 Civil Legal Advice Contracts to provide Specialist Telephone Advice in the Education Category of Law from 1 April 2021, having received insufficient compliant tenders.

The LAA still wishes to secure CLA Education Services from this date and is again inviting Applicants to submit a Tender for a 2021 Civil Legal Advice Contract (“**CLA Contract**” or “**Contract**”) to provide Specialist Telephone Advice in the Education Category of Law from 1 April 2021 as part of the LAA’s publicly funded telephone-based Civil Legal Advice (“**CLA**”) service.

Services under contracts will need to begin on 1 April 2021 and therefore Applicants will need to meet the Minimum Requirements and begin delivering services from that date. We will also accept Variant Bids through this procurement process from Applicants wishing to deliver less than 20% of the CLA Education Service, including where they are unable to meet all the Minimum Requirements.

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

The LAA is seeking to award up to 5 separate CLA Contracts in the Education Category.

Contract Work is advertised on the basis of Lots. Each Lot is equal to 20% of the CLA Service in the Education Category of Law. Unless making a Variant Bid, Applicants must submit a bid for at least one Lot and may bid for up to two additional Lots i.e. a maximum of 60% of the CLA Service in the Education Category.

Where the LAA is unable to award a Contract for each Lot (i.e. awarding fewer than 5 Contracts) the remaining Lot(s) will be allocated as set out in Section 4. Applicants may not bid for or be awarded more than three Lots i.e. 60 % of the total volume of work.

An Applicant can only be awarded, and hold, one CLA Contract to deliver in the Education Category of Law.

The LAA will accept Variant Bids through this procurement process from organisations that wish to bid for less than 20% of the Contract Value, including where they are unable to meet the Minimum Requirements in full. Variant Bids will be considered only if the LAA is unable to award 100% of the Contract Work to Applicants tendering for one or more Lots. An Applicant may not both tender for a Lot(s) and submit a Variant Bid.

#### *Connected Entities*

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

#### *Submitting a Tender*

<b>The Deadline for submitting Tenders is 5pm on Thursday 25 February 2021 (the “Deadline”)</b>
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Applicants wishing to deliver Contract Work under a CLA Contract must submit a Tender consisting of:

- i. a single Selection Questionnaire (“SQ”) Response; and
- ii. a response to the CLA Education Category ITT.

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

A complete Tender must be submitted by all Applicants, including those submitting a Variant Bid. If a SQ Response and a CLA Education Category ITT Response are not submitted by the Applicant by the Deadline and capable of assessment, the Tender will be rejected.

Before submitting their Tender, Applicants must read this IFA and all supplementary information provided, such as FAQs, in their entirety. Applicants are also strongly advised to read the relevant draft CLA documentation 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 defined either in the glossary at Annex E or in the relevant CLA Contract(s).

### **Key Timeline Dates**

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

<b>Activity</b>	<b>Indicative Timescale</b>
Tender opens via the LAA's e-Tendering portal	4 February 2021
Deadline to request TUPE information	5pm, Thursday 11 February 2021
Final date to submit questions about this IFA	5pm, Thursday 11 February 2021
"Frequently Asked Questions" response published	Week commencing 15 February 2021
Deadline for Tenders to be submitted to the LAA	5pm, Thursday 25 February 2021
Notification of Contract award decisions	March 2021
Contract Start Date	March 2021
Mobilisation Period	March 2021
Service Commencement Date	1 April 2021

Due to the urgent need for contracts to be in place to allow service continuity from 1 April 2021, the timescale from launch to the deadline for submission of tenders has been set at 20 calendar days after the date of publication.

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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 5pm on Thursday 25 February 2021. All Tenders must be completed and submitted using the e-Tendering system. Late submissions will not be accepted. It is the Applicant's sole responsibility to ensure that the LAA receives its Tender before the Deadline.
- 1.3 Applicants should refer to the Category Definitions 2018 for detail on the scope of work included in the Education Category of Law.

#### *Lots*

- 1.4 This procurement process will use Lots to allocate Contract Work. Each Lot is worth 20% of the total volume of work (see Annex A for more information on Case volumes). Unless making a Variant Bid, Applicants must bid for at least one Lot and may bid for up to two additional Lots i.e. a maximum of 60% of the total volume of work.
- 1.5 Applicants who wish to bid for one or more additional Lots should respond to questions in this procurement process based on the volume of work bid for, and in particular in the Resourcing Plan and in answer to sub criteria 3.1a – c.
- 1.6 The LAA intends to award up to one Contract for each Lot i.e. up to 5 Contracts. Where the LAA is unable to award a separate Contract for each Lot (i.e. awarding fewer than 5 Contracts) the remaining lot(s) will be allocated as set out at in Section 4 of this IFA. Applicants may not be awarded more than three Lots i.e. 60% of the total volume of work.

#### *Variant Bids*

- 1.7 The LAA will accept Variant Bids. This is in recognition that there may be some organisations interested in delivering some telephone advice but who are unable to either meet the Minimum Requirements in full or be able to deliver 20% of the Contract Work.

- 1.8 Variant Bids will only be considered in the event we are unable to award 100% of the Contract Work to Applicants after following the procurement process for Applicants tendering in Lots as outlined in this IFA.
- 1.9 When considering Variant Bids we will give preference to those organisations who are existing 2018 Standard Civil Contract holders with authorisation in the Education Category of Law.
- 1.10 We reserve the right to enter into discussions on an individual basis with organisations that have submitted Variant Bids.
- 1.11 For the avoidance of doubt an Applicant cannot bid for one or more Lots in the procurement process and also make a Variant Bid.

### **The CLA Service**

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

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

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

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

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

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

- 1.13 This procurement process is for the award of CLA Specialist Telephone Advice Contracts in the Category of Education for the delivery of Specialist Telephone Advice Contract Work at Stage 2 of the CLA Service only. All successful Applicants will be offered a Face to Face Contract in the Education Category where they do not already hold this (see 1.17 below).

### **CLA Categories**

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

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

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

#### *Education*

- 1.16 Clients eligible to receive legal aid may choose to receive specialist legal advice either on a Remote Advice basis via the CLA Service or through Face to Face Advice. Face to Face Advice cannot be provided under a CLA Contract in the Education Category under any circumstances. This also means that CLA Specialist Telephone Advice Providers will not be permitted to provide Licensed Work under this Contract and will need to refer the client to a Face to Face Advice Provider if representation will be required. Subject to the rules in

the Specification, where they hold a Face to Face Advice contract in the relevant Category of Law this may be a self-referral.

- 1.17 In order to facilitate self-referrals for Licensed Work the LAA will offer all successful Applicants a Face to Face Contract in the Education Category at the Office from which the Applicant tenders to deliver CLA Contract Work
- 1.18 This offer will be made as part of the Contract Award. In order for Applicants to take up this offer they will need to warrant that they meet the minimum requirements to hold a Face to Face Contract.
- 1.19 The minimum requirements to hold a 2018 Standard Civil Contract with authorisation in the Education Category are:
- Will be authorised by a Relevant Professional Body; and
  - Will hold a relevant Quality Standard; and
  - Will employ at least one Part Time Equivalent (PTE) Supervisor who meets either the Education Supervisor Standard or the Transitional Education Supervisor Standard and who will actively supervise the Education Contract Work tendered for; and
  - Will meet the one PTE Supervisor: two FTE caseworkers ratio at each Office from which it is tendering to deliver Education Contract Work; and
  - Will have access at all times to an Authorised Litigator with experience of delivering Education cases who will be available to each of its Offices to deliver Licensed Work; and
  - Each Office will be a Part Time Presence in the Procurement Area in which it is tendering to deliver Education Contract Work;
- 1.20 Successful Applicants can choose not to accept the offer of a Face to Face Contract. If so the successful Applicant will not be able to undertake Licensed Work and will need to refer all Clients requiring Licensed Work to a Face to Face Contract holder.

## **Opening Hours**



- 1.21 The CLA Service operates between 9am and 8pm Monday to Friday (Excluding Bank Holidays) and on Saturday mornings between 9am and 12.30pm. CLA Specialist Telephone Advice Providers must be available to deliver Contract Work in the Education Category of Law during the following times:
- i) **Core Hours:** 9.00am until 6.00pm from Monday to Friday (excluding bank and/or public holidays)
  - ii) **Extended Hours:** In addition to Core Hours, CLA Specialist Telephone Advice Providers must be able to offer Clients telephone advice appointments between 6:00pm and 8:00pm from Monday to Friday (excluding bank and/or public holidays) and Saturday mornings, from 9.00am to 12.30pm where requested by the Client.
- 1.22 CLA Specialist Telephone Advice Providers in the Education Category must offer telephone advice appointments during Extended Hours within 2 Business Days of a request where there is an urgent need for an appointment or within 5 Business Days of a request where there is no urgent need.
- 1.23 Contract Work must be carried out from an Office, or from an alternative location in exceptional circumstances and subject to written agreement by the LAA as set out in the Specification.

### **Range of Advice**

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

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

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

### **CLA Contracts**

- 1.26 Successful Applicants will be awarded a 2021 Civil Legal Aid (Education) Contract which will start in March 2021 (on the Contract Start Date).

1.27 While information is given below, Applicants are advised to read the Contract documents for the Education Category of Law so that they understand the terms as they apply. Draft Contract documentation is available at:

<https://www.gov.uk/government/publications/civil-legal-advice-discrimination-contract-2021-and-the-civil-legal-advice-education-contract-2021>.

1.28 The Contract Period shall commence on the Contract Start Date and end after a period of 29 months after the Service Commencement Date, on 31 August 2023 (subject to the contractual provisions in relation to early termination).

1.29 The LAA may, at its sole discretion, extend the Contract Period for up to two years. Applicants must therefore ensure that they base their Tenders on delivery of the requirements of the CLA Contract from the Contract Start Date and for up to 4 years and 5 months from the Service Commencement Date.

1.30 The CLA Contract is comprised of the following documents:

- i. Contract for Signature;
- ii. Standard Terms (governs the relationship between the LAA and the Provider);
- iii. Annex 1: Specification (sets out the scope of the Contract Work and the associated requirements) (**“CLA Specification” or “Specification”**);
- iv. Annex 2: Cases, Fixed Fees and Hourly Rates;
- v. Annex 3: Payments and Disbursements;
- vi. Annex 4: IT Requirements, the CMS and Business Continuity;
- vii. Annex 5: Key Performance Indicators;
- viii. Annex 6: Complaints; and
- ix. Annex 7: Unacceptable Behaviour.

### **Payments under the Contract**

1.31 CLA Specialist Telephone Advice Providers may claim payment through the relevant CLA Contract in accordance with Annex 2 of the Contract.

1.32 Payment for Cases will be based on the price submitted at tender. CLA Specialist Telephone Advice Providers will receive:

- A single fixed fee for each Determination; and

- Hourly rates for all other Cases under the Contract.

- 1.33 Applicants are required to complete a Price Form as part of their Tender. Within the Price Form, Applicants are required to provide their pricing submission for the Education Category. Applicants will be required to submit a price for the Hourly Rate in the Price Form in the Commercial Envelope as part of the ITT Response. The Hourly Rate must not exceed the Maximum Hourly Rate of £53. The Hourly Rate will be used to calculate payment for all Case Work including the Determination Fee, which will be calculated in accordance with paragraph 1.40.
- 1.34 The prices submitted by a successful Applicant will apply throughout the entire Contract Period and will not be subject to indexation or otherwise increased.
- 1.35 When considering their pricing submission, Applicants should review:
- a. the relevant draft CLA Contract for full details of the required Contract Work and the payment structure; and
  - b. Annex A of this IFA for data on call distribution, Case volumes and Case duration.
- 1.36 All Cases will be paid on the basis of hourly rates. Applicants will be required to submit a price for the Hourly Rate in the Price Form in the Commercial Envelope.
- 1.37 Any case with a duration of 450 minutes or longer must be submitted to the LAA for assessment prior to payment being made. The entire duration of the Case will be paid at the applicable Hourly Rate.

#### *Determination Fee*

- 1.38 The Determination Fee provides a payment for performing the eligibility assessment, a scope and merits assessment of a potential Case, and an assessment as to whether the Case is suitable for Remote Advice, and is only payable where it is identified that the Case is unsuitable for the delivery of specialist legal advice under the CLA Contract (see paragraphs 2.12 to 2.20 of the Specification).
- 1.39 The Determination Fee will be paid as a fixed fee equivalent to 18 minutes of advice pro-rated at the Hourly Rate submitted by the Applicant.
- 1.40 For the avoidance of doubt a CLA Specialist Telephone Advice Provider will be paid using the following equation:

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

DF = Determination Fee

HR = Hourly Rate tendered by CLA Specialist Telephone Advice Provider

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

*Maximum Hourly Rate in the Education Category*

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

*Other Payments*

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

**Case Allocation**

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

Category	Number of Contracts to be awarded through this procurement process	Proportion of Cases to be awarded to each Provider
Education	(up to) 5	20%

- 1.48 The LAA intends to award 5 Contracts through this procurement process to 5 separate organisations, each delivering 20% of the CLA Education Service. Where fewer than 5 Contracts are awarded then the proportion to be awarded to each Provider will be determined by the number of Lots awarded to each Applicant. As an example, an Applicant awarded 1 Lot would receive 20% of Cases, while an Applicant awarded 2 Lots would be allocated 40% of Cases.
- 1.49 Outside of Core Hours, Providers will also be required to offer Remote Advice appointments during Extended Hours.
- 1.50 Where prospective Clients call the CLA Operator Service outside of Core Hours but within the CLA Operator Service opening hours, the CLA Operator Service will, on the next Business Day, distribute Cases equally to CLA Specialist Telephone Advice Providers.
- 1.51 Prospective Clients who call outside the CLA Operator Service opening hours will be invited to leave a voicemail message. The CLA Operator Service will call the prospective Clients back during its opening hours and distribute Cases to CLA Specialist Telephone Advice Providers in accordance with each Provider's percentage allocation.

### Case Volumes

- 1.52 The table below shows the estimated volume of Cases expected to be delivered per Lot on an annual basis throughout the Contract Period. More detailed information on Case volumes and other relevant data is contained at Annex A.

Category	Number of CLA Contracts to be awarded	Estimated number of Cases per CLA Contract year per Lot
Education	(up to) 5	402

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

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

**Increase of Service Capacity**

1.55 In the Education Category, the LAA may redistribute the allocation of Cases under the CLA Contract at any point during the Contract, with the Provider’s prior approval. For example, this may be done in circumstances where another CLA Specialist Telephone Advice Provider is unable to meet its obligations to deliver the relevant Contract Work.

**Minimum Requirements**

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

<b>Minimum Requirement</b>	<b>Latest date that requirement must be fulfilled</b>
Have appropriate authorisation from a Relevant Professional Body to deliver legal services	Evidence to be provided within 5 days of notification of the LAA’s intention to award a Contract
Have at least one Office that meets the relevant requirements set out in the Specification	Evidence to be provided within 5 days of notification of the LAA’s intention to award a Contract
Employ at least one Full-Time Equivalent Supervisor who meets the Supervisor Standard in the applicable Category of Law  For the avoidance of doubt, employing one Part Time Equivalent supervisor or a Full Time Equivalent that meets the transitional supervisor standard permitted under the	Evidence to be provided within 5 days of notification of the LAA’s intention to award a Contract

Face to Face Contract would not satisfy this requirement, but may be considered as part of a Variant Bid	
Telephony and IT which meets the CLA Contract requirements in place and operational	<p>Applicants to warrant as part of their Tender that they have read and understood both the Remote Specialist Telephony Handbook (see paragraph 1.71) and Annex 4 to the Contract: IT Requirements, the CMS and Business Continuity and will have in place Telephony and IT which meets the CLA Contract requirements in place and operational by Service Commencement Date</p> <p>LAA will verify the telephony and IT within three months of the Service Commencement Date</p>
Maintain a ratio of one Full-Time Equivalent Supervisor to four Caseworkers in the applicable Category of Law	LAA will verify this within three months of the Service Commencement Date
Hold a relevant Quality Standard	<p>Evidence to be provided within 5 days of notification of the LAA's intention to award a Contract</p> <p>See paragraphs 1.58-1.64</p>
Hold Cyber Essentials Certification	<p>LAA will verify this within three months of the Service Commencement Date</p> <p>See paragraphs 1.65-1.70</p>
Have access to an Authorised Litigator with experience of carrying out cases within the Education Category of Law	Evidence to be provided within 5 days of notification of the LAA's intention to award a Contract

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

## Quality Standard requirements

- 1.58 Providers are required to hold a Quality Standard throughout the Contract Period. By the Contract Start Date, Applicants must hold either the LAA’s Specialist Quality Mark (“SQM”) following audit by the LAA’s SQM Audit Provider or hold the Law Society’s Lexcel Practice Management standard (“Lexcel”), which is valid on the Contract Start Date.
- 1.59 Applicants are solely responsible for paying all necessary fees to the Quality Standard auditing organisation.
- 1.60 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.
- 1.61 Requirements according to the Quality Standard an Applicant chooses to hold are detailed below.
- 1.62 Unless otherwise stated in the ‘Requirement’ column of the table below, it is an Applicant’s responsibility to ensure it meets the LAA’s requirements by the Service Commencement Date as no extensions of time will be permitted. Applicants are, therefore, advised to apply for their chosen Quality Standard as early as possible.

<b>Applicant Type</b>	<b>Requirement</b>
Applicants who already hold the SQM audited by the LAA’s SQM Audit Provider	- Hold a valid accreditation that will be in force until at least the Service Commencement Date.
Applicants who intend to hold the SQM	- Pass desktop audit by Service Commencement Date - 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

- 1.62 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.



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

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

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

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

### **Cyber Essentials Certification requirement**

1.65 Applicants are required to hold Cyber Essentials Certification for the duration of the Contract Period. Applicants will be required to evidence within 3 months of the Service Commencement Date that they hold valid Cyber Essentials Certification.

1.66 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

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

1.68 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.

1.69 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.

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

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

### **Remote Specialist Telephony Handbook**

1.71 The LAA has provided the Remote Specialist Telephony Handbook which provides a technical guide to the telephony service for the remote specialist advisers including

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

### **Mobilisation Period**

1.72 The Mobilisation Period starts on the Contract Start Date and ends on the Service Commencement Date. This is the period during which CLA Specialist Telephone Advice Providers must prepare to deliver the CLA Service from the Service Commencement Date. We expect that the Mobilisation Period will be short, and may last less than one week. Due to the limited time available for mobilisation successful Applicants will be asked to evidence they meet the Minimum Requirements as outlined in paragraph 1.56 with 5 days of notification that the LAA intends to award a Contract (i.e. during standstill). For the Minimum Requirements that Applicants warrant they meet the LAA will validate this within three months of the Service Commencement Date.

### **Indemnities**

1.73 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.

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

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

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

- 1.76 It is possible that TUPE could apply so as to result in the transfer of some or all of the contracts of employment from Current Providers of the Contract Work to successful Applicants.
- 1.77 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.
- 1.78 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.
- 1.79 In an effort to assist Applicants in forming a view in relation to TUPE, and to the extent it is made available to us, anonymised information (including numbers of employees, salary details and time spent on Contract Work) relating to those persons employed by the Current Providers of Contract Work in the relevant Category, will be supplied to an Applicant on receipt by the LAA of a signed confidentiality agreement from that Applicant. A copy of the confidentiality agreement has been provided in Annex D of this IFA.
- 1.80 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 11 February 2021.
- 1.81 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 15 February 2021.

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

- 2.1 Unless submitting a Variant Bid, this procurement process is open to any interested party able to meet the LAA's Minimum Requirements.
- 2.2 It is not necessary for Applicants submitting a Tender for a CLA Contract also to hold a 2018 Standard Civil Contract to deliver Face to Face Advice.
- 2.3 The LAA will only contract with single legal entities (including individuals). Should existing organisations wish to merge or join with others to apply for a CLA Contract, they must form a single legal entity. That entity will be responsible for performing all CLA Specialist Telephone Advice Provider obligations under a CLA Contract.
- 2.4 The contracting entity must be fully constituted and be able to demonstrate it meets the Minimum Requirements by the date specified at paragraph 1.56.
- 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 Minimum Requirements by the applicable deadlines,
- any Contract offer made to it may be withdrawn.
- 2.6 Applicants must have the capacity to concurrently deliver all the Contract Work it has submitted a Tender for.

### **Rules for Connected Entities**

- 2.7 Whilst organisations may bid to deliver Contract Work as different legal entities, organisations which are Connected by their parent company, other companies which have significant control in the decision-making of that organisation or Key Personnel of the organisation are not permitted to bid for a CLA Contract in the same Category. Connected Entities may not tender for one or more Lots and also submit a Variant Bid.

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

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

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

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

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

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

**Example 1:**

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

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

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

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

**Example 2:**

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

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

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

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

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

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

## SECTION 3: COMPLETING AND SUBMITTING A TENDER

### The e-Tendering System

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

- 3.9 Applicants may not submit more than one response to the SQ and to the CLA Education Category ITT. Where an Applicant submits more than one SQ Response and/or more than one CLA Education Category ITT Response, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 3.10 SQ and CLA Education Category ITT Responses submitted must each be capable of assessment.
- 3.11 If an SQ Response is not submitted or is incapable of assessment it will be rejected.
- 3.12 If a CLA Education Category 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 CLA Education Category 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/ITT Response by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Supplier'. The registered email address will also receive confirmation when the Applicant submits its SQ/ITT Response for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the e-Tendering system are up to date.
- 3.17 SQ and ITT Responses are sealed. This means that the LAA is unable to access submitted SQ/ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an SQ Response, ITT Response or Tender, nor can it confirm if a SQ Response, ITT Response or Tender has been completed correctly.



- 3.18 All questions marked with a red asterisk on the e-Tendering system are mandatory. The e-Tendering system will not permit an Applicant to submit its SQ/ITT Response unless answers to those questions are provided.
- 3.19 There is a button in the e-Tendering system called 'check mandatory questions'. By clicking on this, the e-Tendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.
- 3.20 When an Applicant submits its SQ/ITT Response for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the SQ/ITT Response has been transmitted to the LAA and not whether the SQ/ITT Response is fully completed and/or will be assessed as being successful.

### **Mandatory Attachments**

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

the Applicant's responsibility to ensure fully completed and accurate information is attached.

3.25 The LAA will only accept attachments which can be opened on its IT systems. Applicants should submit Mandatory Attachments in the following formats:

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

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

3.27 Unless submitting a Variant Bid, Applicants that fail to upload the full set of Mandatory Attachments using the templates provided will be considered to have submitted a non-compliant Tender and may be rejected from the process.

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

3.29 Before submitting a Tender, the Applicant should check to ensure that all questions and Award Criteria/sub-criteria have been answered and that it has provided all necessary parts of a completed Tender. In addition, unless submitting a Variant Bid, the Applicant must ensure;

- it has uploaded all required Mandatory Attachments and
- it is satisfied that the Mandatory Attachments uploaded are correct.

3.30 Applicants must satisfy themselves that their Tender is accurate, complete and detailed enough to allow the LAA to evaluate it.

## **Accessing and completing the Tender**

- 3.31 A Tender will consist of a response made through the e-Tendering system to the SQ and the CLA Education Category ITT.
- 3.32 The SQ can be found in Project 123 at ITT 684 – ‘Selection Questionnaire for 2021 CLA Education Specialist Telephone Advice Services’ in the e-Tendering system.
- 3.33 The CLA ITT can also be found in the e-Tendering system in Project 123 at ITT 685 – ‘CLA Specialist Telephone Advice Services in Education from 1 April 2021’
- 3.34 A completed CLA Education Category ITT Response must comprise the following parts:

*Technical Envelope*

- Responses to the Award Criteria/sub criteria in the Technical Envelope; and
- Signed declaration in the Technical Envelope.

Unless submitting a Variant Bid, an ITT Response must also include:

- Staff Organogram Mandatory Attachment; and
- Resourcing Plan Mandatory Attachment.

*Commercial Envelope*

- A completed Price Form.

**Completion of the Selection Questionnaire**

- 3.35 All Applicants are required to submit an SQ Response regardless of whether they are bidding for one or more lots or making a Variant Bid.
- 3.36 The SQ contains a series of questions covering the following areas:
- Section A (non-assessed) - Organisation and contact details
  - Section B - Grounds for mandatory exclusion
  - Section C - Grounds for discretionary exclusion
  - Section D – Declarations
- 3.37 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in Annex B.

*Section A - Organisation and contact details*

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

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

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

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

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

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

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

*Section D – Declaration*

- 3.44 A declaration in the form set out at Section D of the SQ must be provided by:
- (a) the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where Applicant is or intends to be authorised by the Solicitors Regulation Authority (SRA); or
  - (b) the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where Applicant is or intends to be authorised by the Bar Standards Board (BSB); or
  - (c) the Compliance Manager (CM) or the individual intending to be the CM where Applicant is or intends to be authorised by CILEx Regulation (CILEx); or
  - (d) where the Applicant is not (and will not be) authorised by the SRA, the BSB or CILEx, a member of Key Personnel who either (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

### **Completion of the CLA Education Category ITT**

#### *Technical Envelope – Lots/ Variant Bids*

- 3.45 Applicants will need to select the type of bid they are making. Applicants may bid for 1 Lot, 2 Lots or 3 Lots or they can make a Variant Bid. The questions an Applicant will need to answer will depend on whether the Applicant is making a Variant Bid or tendering for a Lot(s).
- 3.46 Applicants making a Variant Bid must respond to the questions in the Technical Envelope detailing the percentage of the CLA Service they would be interested in delivering, the details of the office from which they would deliver the services and any Minimum Requirements they cannot meet in full. They will also need to confirm whether they are current holders of a 2018 Standard Civil Contract in the Education Category of Law.

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

- 3.47 The Technical Envelope in the CLA Education Category ITT contains the Quality Award Criteria. Applicants bidding for one or more Lots must respond to the Quality Award Criteria. The Quality Award Criteria require Applicants to set out how they will deliver the Contract Work, including how they will deploy 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 whether an Applicant meets the Minimum Quality Thresholds to hold a Contract.

- 3.48 The Quality Award Criteria are set out at Annex C.
- 3.49 Quality Award Criteria 1 to 3 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.
- 3.50 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.
- 3.51 As part of the Category ITT, Applicants must provide a Staff Organogram to set out how they will staff the Contract Work. Applicants should use their own templates. However, as a minimum, the Staff Organogram must:
- show all roles that will be used in delivering the Contract Work. 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.

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

*Consequences of failure to submit Mandatory Attachments as part of a CLA Education Category ITT Response*

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

*Declaration*

3.54 The Technical Envelope also contains a declaration section and Applicants are referred to the 'Declarations' section of Annex C for the precise wording. The declaration wording differs for Applicants tendering for one or more Lot and Applicants making a Variant Bid. Applicants should therefore read the declaration wording relevant to their Tender. The declaration must be provided by:

(a) the Compliance Officer for Legal Practice (COLP) or the individual intending to be the COLP where the Applicant is or intends to be authorised by the Solicitor Regulation Authority (SRA); or

(b) the Head of Legal Practice (HOLP) or the individual intending to be the HOLP where the Applicant is or intends to be authorised by the Bar Standards Board (BSB); or

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

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

*Commercial Envelope - Price Form*

- 3.55 The CLA Education Category ITT also includes a Commercial Envelope which contains the Price Form. All Applicants must complete the Price Form, including those making Variant Bids.
- 3.56 Where the volume of Contract Work tendered for by Applicants that meet the Minimum Quality Thresholds exceeds the total available or there are more than 5 Applicants and meet the Minimum Quality Thresholds following assessment of the Quality Award Criteria, the prices submitted by Applicants within the Price Form will be considered in accordance with the evaluation methodology set out in Section 4 to determine the Applicants to be awarded a Contract.
- 3.57 Applicants should ensure they fully understand how pricing will operate under the CLA Contract as set out at paragraphs 1.31-1.45.
- 3.58 Applicants will need to submit an Hourly Rate, up to a maximum of £53 per hour, which may be claimed in all Cases, with the exception of Determinations.
- 3.59 As detailed in paragraphs 1.38-1.41 the Determination Fee will be paid as a fixed fee equivalent to 18 minutes of advice pro-rated at the Hourly Rate submitted by the Applicant.
- 3.60 The Price Form will not allow Applicants to submit prices above the Maximum Hourly Rate of £53.
- 3.61 When compiling their Price Form, Applicants should ensure that they are fully familiar with the terms of the relevant CLA Contract, including the requirements in the Specification, and all other documents provided that form part of the ITT. Applicants must consider and factor in all of their likely costs in relation to the delivery of the applicable Contract Work including but not limited to:
- Set-up costs (e.g. IT, telephony, recruitment);
  - Ongoing staffing and office costs;
  - Costs of receiving and making calls;
  - Costs incurred in exiting the CLA Contract;
  - Postage;
  - IT and telephony maintenance; and
  - Travel costs.



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

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

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

#### *Questions about the IFA*

3.64 Any questions about the content of this IFA may be submitted up until 5pm on 11 February 2021 (note this is referred to in the e-Tendering system as the 'End date for supplier clarification messages') through the e-Tendering system. Questions received after this date may not be answered.

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

3.66 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.

3.67 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages: <https://www.gov.uk/government/publications/specialist-telephone-advice-in-education-and-discrimination-from-april-2021> in the 'Procurement Process for CLA Specialist Telephone Advice Contracts in Education from April 2021 Frequently Asked Questions (FAQ)'.

3.68 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not be able to provide responses to questions about the process through any other method.

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

- 3.69 There is a helpdesk to provide technical support to Applicants using the e-Tendering system. Please note that the helpdesk is unable to assist with problems with Applicants' own computer hardware or systems - for these types of issues Applicants should contact their own IT support.
- 3.70 Questions should be e-mailed to the following e-mail address: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk). Alternatively, the telephone number for the helpdesk is 0800 069 8630 (lines are open from 8am to 6pm Monday to Friday).
- 3.71 The LAA recommends that Applicants start to complete their Tender early so that they can identify any areas for which they require help as soon as possible, as the helpdesk is likely to be very busy in the days leading up to the Deadline. The LAA cannot guarantee that queries received close to the Deadline will be dealt with in time and accepts no responsibility if they are not.

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

- 4.1 Applicants are required to submit a complete Tender i.e. a SQ Response and a CLA Education Category ITT Response. Where an Applicant does not submit a complete Tender, their Tender will be rejected its entirety and there will be no right of appeal.
- 4.2 Applicants are required to submit a SQ Response as part of their Tender. If their SQ Response is assessed as unsuccessful, their CLA Education Category 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 (Technical Envelope)
  - Stage 3: Price Award Criterion (Commercial Envelope)
  - Stage 4: Allocation of Contact Work and Award

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

- 4.4 The LAA will check that the Applicant has submitted a SQ Response as part of its Tender. In the event that no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 4.5 Where an SQ Response has been submitted as part of this procurement process the LAA will assess the SQ Response in accordance with the assessment approach detailed in Annex B.
- 4.6 Applicants whose SQ Response is assessed as unsuccessful will not proceed to Stage 2 of the evaluation process and will be notified of the outcome of their Tender by letter sent through the message board within the e-Tendering system.
- 4.7 The sole right of appeal is set out at paragraph 5.39 of this IFA.
- 4.8 Applicants whose SQ Response is assessed as successful will proceed to Stage 2 (Quality Award Criteria).

#### *SQ appeals*

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

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

- 4.9 Stage 2 will evaluate the responses contained within the Technical Envelope submitted by Applicants which contains the Quality Award Criteria.
- 4.10 Applicants making a Variant Bid provide non-scored responses which will only be considered if the LAA is unable to award all available Contract Work to Applicants tendering for one or more Lot as set out in the following process.
- 4.11 Other than those making a Variant Bid, Applicants are required to achieve the Minimum Quality Thresholds set out in 4.16 to be eligible for the award of a Contract.
- 4.12 Each of the Quality Award Criteria is made up of a number of sub-criteria. These ask Applicants how they will deliver the Contract Work tendered for. Responses to these sub-criteria will be assessed and given a score between 0 and 5 in accordance with the scoring matrix below. The LAA may award half marks. Annex C provides details of the Quality Award Criteria.
- 4.13 To score higher points, Applicants should reference the specific CLA Contract requirements, including Category-specific requirements, and the specific characteristics of the Contract Work being bid for (e.g. estimated Case volumes). Responses that are generic and are not CLA Contract or Category specific are likely to achieve lower points.
- 4.14 Scoring Matrix

<b>Score (0-5)</b>	<b>Scoring Criteria:</b>
0	Unacceptable: The following is indicative of factors that would lead to a score of 0: 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
Up to 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
Up to 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
Up to 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
Up to 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
Up to 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

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

4.16 Following evaluation, an Applicant's score for each sub criterion will be added to give a total Quality Award Criteria score. Applicants are required to achieve the following Minimum Quality Thresholds in order to be eligible for the award of a Contract:

- a. Applicants must achieve a score of 2 or higher for sub-criteria 2.1 and 3.1a.  
Where an Applicant achieves a non-weighted score of 0 or 1 for sub-criteria 2.1,

3.1a, their Tender will be rejected, and they will take no further part in the evaluation process.

- b. In addition, Applicants must achieve an overall minimum quality threshold score of at least 20. Where an Applicant achieves a score of 19 or less their Tender will be rejected, and they will take no further part in the evaluation process.

4.17 Where, following Stage 2, there are 5 or fewer Applicants remaining in the evaluation process, the LAA will proceed to Stage 4 (allocation of Lots and Contract award). Where there are more than 5 Applicants remaining in the evaluation process the LAA will undertake Stage 3 of the evaluation process.

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

4.18 Stage 3 of the evaluation process will evaluate the responses contained within the Commercial Envelope submitted by Applicants. Where more than 5 Applicants meet the Minimum Quality Thresholds at Stage 2, Contracts will be awarded to the Applicants submitting the lowest Hourly Rate.

4.19 The Price Award Criterion is made up of a single Hourly Rate which will apply should the Applicant be awarded a CLA Contract.

4.20 The LAA will rank Applicants based on their price bid and award contracts to the 5 lowest priced bids. Each Applicant will receive 20% of the Contract Work.

4.21 In the example below Bidder B has the most expensive price bid and therefore is not awarded a Contract. All other Applicants are awarded a Contract to each deliver 20% of the CLA Education Service. All prices used in the following examples are for demonstration purposes and should not be used as a guide by Applicants when considering their pricing.

<b>Applicant</b>	<b>Hourly rate bid</b>	<b>% of Contract Work bid for</b>	<b>Outcome</b>
Bidder E	£44	40%	Award 20%
Bidder A	£45	20%	Award 20%
Bidder C	£48	40%	Award 20%
Bidder D	£50	20%	Award 20%
Bidder F	£51	60%	Award 20%
Bidder B	£53	60%	Not award

4.22 Where the LAA is unable to identify 5 Applicants with the lowest priced bids, for example if multiple Applicants submit the same Hourly Rate, then the LAA will award the Contract(s) to the Applicant(s) that achieved the highest total Quality Award Criteria score.

4.23 In the example below Bidder E has the cheapest price bid and is awarded a Contract. The remaining 5 bidders have tied on their price bid and the LAA will consider the Applicants' total Quality Award Criteria Scores. Bidder F received the lowest total Quality Award Criteria score so is not awarded a contract. Bidders A – D are each awarded Contracts for 20% of the CLA Education Service.

<b>Applicant</b>	<b>Hourly rate bid</b>	<b>% of Contract Work bid for</b>	<b>Outcome</b>	<b>Total Quality Award Criteria score</b>	<b>Outcome</b>
Bidder E	£44	40%	Award 20%	N/A	Award 20%
Bidder A	£50	20%	Tied	32.5	Award 20%
Bidder C	£50	40%	Tied	29	Award 20%
Bidder D	£50	20%	Tied	35	Award 20%
Bidder B	£50	60%	Tied	22.5	Award 20%
Bidder F	£50	60%	Tied	20	Not Award

4.24 For the purposes of identifying tied bids, the LAA will treat prices that are equal or within 1% of each other as tied.

#### **Stage 4 – Allocation of Contract Work and Award**

4.25 Where the LAA is able to award 5 Contracts following Stage 2 and, where applicable Stage 3, each successful Applicant will be awarded 20% (one Lot) of the available Contract Work, payable at the Hourly Rate submitted by the Applicant. In the event 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 require the Applicant to explain the Hourly Rate submitted.

#### *Allocation of Contract Work where fewer than 5 Applicants meet the Minimum Quality Thresholds*

4.26 Where the LAA is unable to award 5 contracts following Stage 2 then we will use the following process to allocate Contract Work to those Applicants that are eligible for the award of a Contract i.e. have met or exceeded the Minimum Quality Thresholds:

1. Firstly, all successful Applicants will be awarded one Lot (20%) of the Contract Work.
2. Secondly, we will identify any Applicants whose tenders have not been fully satisfied by the award of one Lot i.e. Applicants that have tendered for an additional Lot(s).
3. Thirdly, we will look at what the remaining unallocated work and the bids Applicants have made to identify whether all bids can be satisfied with the remaining allocation. Where all Applicants' bids can be satisfied from the remaining allocation, all Applicants will be allocated the volume of Contract Work bid for.
4. Fourthly, where all bids cannot be satisfied with the remaining allocation we will allocate the remaining work to the Applicant(s) that have submitted the lowest Hourly Rate(s). Where Applicants are tied on price we will share the allocation between tied Applicants. This may mean they are not awarded an additional full Lot.

4.27 For example, in the table below, Bidder A is awarded the 20% they bid for. After awarding Bidders B and C the initial 20% each there is 40% remaining to be allocated between Bidders B and C. It is not possible to satisfy both Bidder B and C's bids with the remaining 40%. As Bidder C has submitted the lowest Hourly Rate they are awarded an additional 20% to satisfy their bid for 40%. The remaining 20% is allocated to Bidder B.

<b>Applicant</b>	<b>Hourly rate bid</b>	<b>% bid</b>	<b>% awarded</b>
Bidder A	£45	20%	20%
Bidder B	£53	60%	40%
Bidder C	£48	40%	40%

4.28 Conversely, in the example below, Bidder C is awarded the remaining 40% to satisfy their bid for 60% because they have the lowest price bid.

<b>Applicant</b>	<b>Hourly rate bid</b>	<b>% bid</b>	<b>% awarded</b>
Bidder A	£45	20%	20%
Bidder B	£53	40%	20%
Bidder C	£48	60%	60%

4.29 In this example Bidder A has their bid satisfied as they have the lowest Hourly Rate. Bidders B and C have submitted the same Hourly Rate and are therefore tied. The remaining 20% to be allocated is split between Bidder B and Bidder C.

<b>Applicant</b>	<b>Hourly rate bid</b>	<b>% bid</b>	<b>% awarded</b>
Bidder A	£45	40%	40%
Bidder B	£53	60%	30%
Bidder C	£53	40%	30%



4.30 Where the LAA has exhausted this process and has not been able to allocate 100% of the Contract Work it will a) award contracts for the Contract Work that has been tendered for and b) consider any Variant Bids.

### **Contract Award**

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

4.32 Where Applicants have been successful the letter will include:

- A request for evidence to demonstrate the Applicant meets the Minimum Requirements (as set out at paragraph 1.56)
- A request for a completed indemnity where the Applicant has limited liability
- A completed AC1 Form, where the Applicant does not have an LAA account number at the office from which is intends to deliver the CLA Contract.
- An offer of a 2018 Standard Civil Contract in the Category of Education/ to have authorisation in the Category of Education added to an existing 2018 Standard Civil Contract, subject to the Applicant warranting they meet the minimum requirement to hold a 2018 Standard Civil Contract. Authorisation will be attached to the Office from which the Applicant bids to deliver the CLA Contract Work.

4.33 Where Applicants have been unsuccessful, their letter will set out their score, ranking, strengths and weaknesses of their Tender, and the relative advantages of the successful Applicant's Tender.

4.34 The LAA will observe a 10-day standstill period beginning the day after notification of the outcome of this procurement process is sent to Applicants.

4.35 Any award of a CLA Contract to a successful Applicant is conditional on the CLA Contract being executed in accordance with the LAA's internal procedures, which may include requiring indemnities or guarantees. The LAA reserves the right not to award a CLA Contract to any Applicant or to withdraw a notification of award at any time prior to execution of the CLA Contract documents.

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

### **Introduction**

- 5.1 This procurement process is governed by this IFA which represents a complete statement of the rules of the procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral. References to 'Tender' include, as applicable, all or any submission forming part of a Tender including responses to the SQ and the CLA Education Category 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 CLA Education Category 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 paragraph 5.8) by the Deadline. For the purposes of the Deadline, the time specified on the e-Tendering system shall be the definitive time. A Tender will be rejected if it is submitted by the Applicant after the Deadline. The LAA will not consider:
- (a) any requests by the Applicant to amend or submit the Tender after the Deadline;
- or

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

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

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

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

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

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

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

5.10 The Applicant may amend and resubmit its Tender at any time up to the Deadline. Only the last Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.

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

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

### **Right to Cancel or Amend the Procurement Process**

- 5.22 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at <https://www.gov.uk/government/publications/specialist-telephone-advice-in-education-and-discrimination-from-april-2021> and notified to individual Applicants through a message on the e-Tendering system.
- 5.23 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 5.22 before the Deadline may be rejected.
- 5.24 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.

- 5.25 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If contradictory information is contained in this IFA and / or associated documents, the provisions of this Section 5 will take precedence.
- 5.26 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

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

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

### **Right to Exclude**

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

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

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

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

### **Canvassing**

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

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

### **Collusion**

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

- (a) Fixing or adjusting any element of its Tender by agreement with any other person, unless such an act would reasonably be permitted as part of this procurement process;
- (b) Communicating to any other person any information relating to any fees or rates contained in the Applicant's Tender which will be competitively assessed as part of the procurement process, unless such communication is with a person who is a participant in the Applicant's Tender;

- (c) Entering into any agreement with any person for the purpose of inciting that person to refrain from submitting a Tender;
- (d) Sharing, permitting or disclosing access to any information relating to its Tender.

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

### **Award**

5.35 Where a material change occurs to the Tender information submitted by an Applicant, including issues relating to any current contract the Applicant holds, the Applicant must inform the LAA using the e-Tendering message boards for this procurement process at [www.legalaid.bravosolution.co.uk](http://www.legalaid.bravosolution.co.uk). The LAA will conduct a re-assessment to ensure the Tender is not adversely impacted. If upon reassessment, the Applicant's Tender is deemed to be unsuccessful, or any conditions of contract award are not met, the LAA will not proceed with any decision made to award a Contract. Failure to notify the LAA of a material change may result in disqualification from the procurement process and/or termination of the CLA Contract (as applicable).

5.36 The LAA reserves the right, prior to any execution of a Contract, to carry out further due diligence checks. Where, as part of any due diligence, an Applicant is found not to comply with any of the minimum contract requirements which the Applicant committed to meeting in its Tender, the LAA will not proceed with any decision made to award a Contract.

5.37 The LAA reserves the right to place additional contractual conditions on the award of a Contract to an individual Applicant.

5.38 The award of a Contract does not guarantee a minimum amount of work for the Applicant or that a minimum level of income will be generated for the Applicant as a result of the Contract.

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



- 5.39 The Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the SQ Response (subject to paragraph 5.27-5.28), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.
- 5.40 There is no other right of appeal, including, for example, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.
- 5.41 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.
- 5.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 5.43 Appeals should be submitted using the appeals pro-forma which will be made available at: <https://www.gov.uk/government/publications/specialist-telephone-advice-in-education-and-discrimination-from-april-2021>. The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 5.44 The LAA's Principal Legal Adviser (or their appointed representative) will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 5.45 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

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

- 5.46 The LAA may share any information contained in an Applicant's Tender with the provider of the e-Tendering system for the purposes of administering the procurement process.

- 5.47 The Applicant should note that under the Freedom of Information Act 2000 (the “FOIA”), the LAA may be required to disclose details of its Tender in response to a request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.
- 5.48 If an Applicant is concerned about possible disclosure, it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner’s current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 5.49 The Applicant must be aware that the receipt by the LAA of information marked ‘confidential’ does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA’s obligations under FOIA.
- 5.50 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 5.51 By submitting a Tender, an Applicant consents and confirms that they have obtained all necessary consents to such Personal Data being collected, held and used in accordance with and for the purposes of administering the procurement process as contemplated by the IFA and for the management of any Contract subsequently awarded.
- 5.52 The Applicant warrants, on a continuing basis, that it has:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Laws and shall not disclose, transfer or otherwise process Personal Data outside the UK without the prior written agreement of the LAA; and
  - (b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to

carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.

- 5.53 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.
- 5.54 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.
- 5.55 Following completion of this procurement process, the LAA will retain copies of the Tender for such time as it considers reasonable to satisfy the LAA's audit obligations and for any associated contract management purposes.

### **Copyright & Intellectual Property Rights**

- 5.56 The information contained in this IFA is subject to Crown copyright 2016. Applicants may, subject to 5.57, reuse this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3> or write to the: Information Policy team, The National Archives, Kew, London, TW9 4DU, or complete the online enquiry form <https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>
- 5.57 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of Civil Legal Aid Services in England and Wales from April 2021, Civil Legal Advice (CLA) Education Specialist Telephone Advice Services, Information for Applicants, Legal Aid Agency, Licensed under the Open Government Licence v3.0."



## ANNEX A: THE CONTRACT WORK - KEY FIGURES

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

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

### Table A: Historical spend on CLA Service

Below is the historical spend on the CLA Service in the Education Category in the last three full financial years. These costs are net of VAT and do not include disbursements. Please note, as payment can only be claimed following the completion of a Case, there can be significant variance between years. There may also be work in progress at the end of the CLA Contract Period which will be billed after the Contract Period has completed. Please note that this shows the total spend in the Education Category for the CLA Service and does not represent the value of work that has been or will be received by any individual Provider or under any individual contract. Please refer to paragraphs 1.52-1.54 for detail of work allocation under the CLA Contracts.

Category	Total Category spend (2017/18)	Total Category spend (2018/19)	Total Category spend (2019/20)
Education	£812,895.60	£687,626.45	£972,430.660

### Table B Historical Case Volumes

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

Please note that these tables show the total case volumes across the CLA Service and do not represent the amount of work that has been or will be received by any individual Provider or under any individual contract. Please refer to paragraphs 1.52-1.54 for detail of work allocation under the CLA Contracts.

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

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

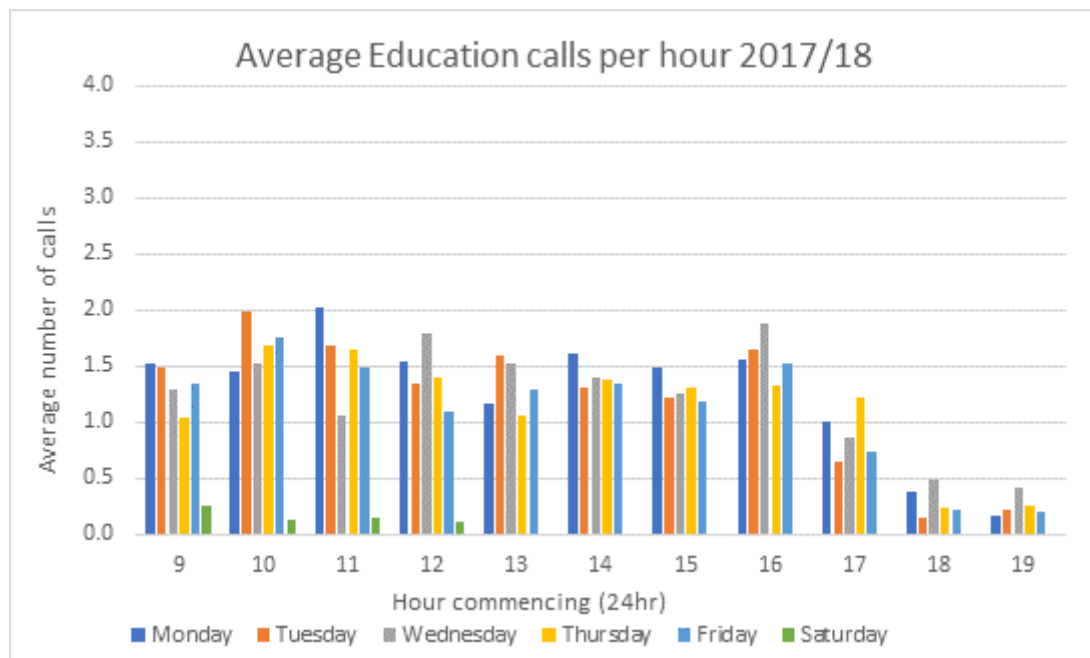
### Chart C: Incoming calls

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

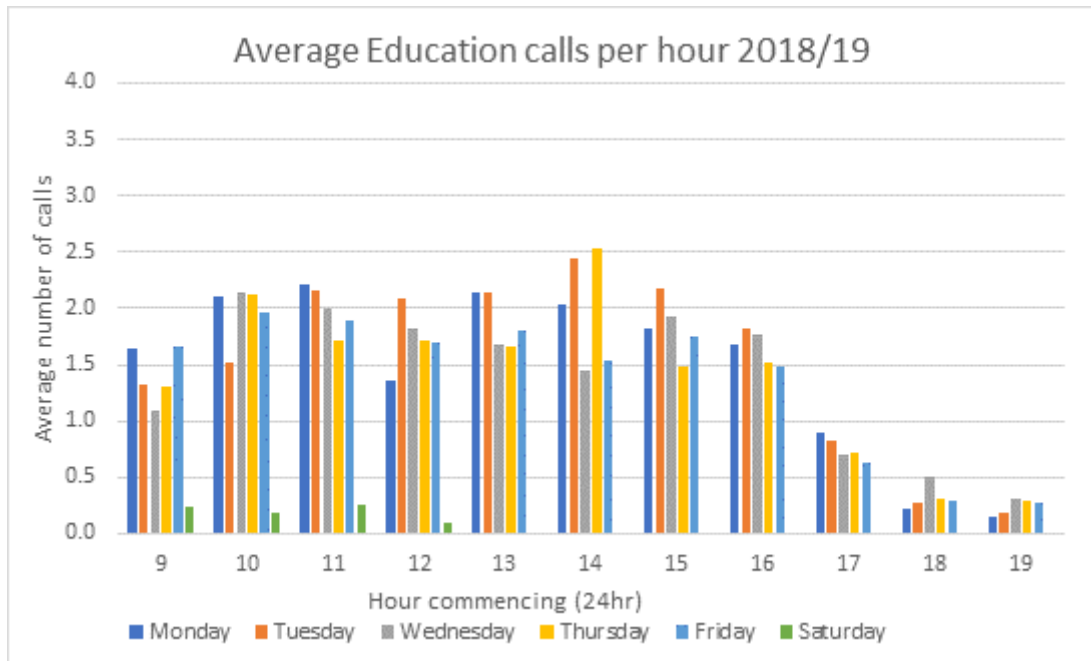
Please note that these charts show the total incoming call volume across the CLA Service and do not represent the amount of calls that were or will be received by any individual Provider or under any individual contract.

### Education

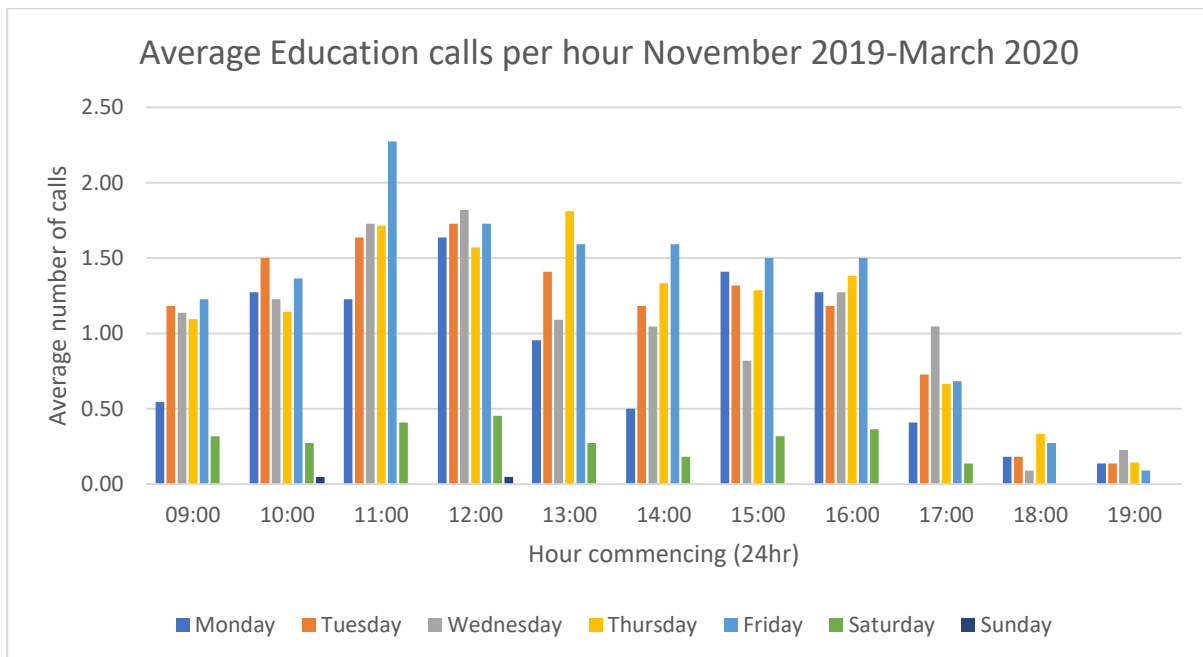
#### C (i) 2017/18



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



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



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



## ANNEX B: SQ QUESTIONS AND ASSESSMENT

### Section A – organisation and contact details

Note	<b>All Applicants must submit a response to this Selection Questionnaire (SQ), regardless of whether they have previously submitted a SQ Response as part of any other procurement process. Applicants must ensure that they complete and submit the CLA Education Category ITT (found at ITT 685) in addition to this SQ for CLA Education Contracts from April 2021.</b>	
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).  Where the Applicant does not currently have an LAA Account Number for this office, please enter "N/A"	Free text

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	<p>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:</p> <ul style="list-style-type: none"> <li>- Full name of the parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>If the Applicant does not have any parent companies, please answer “N/A”</p>	Free text
A.9.i	<p>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”</p> <p>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.</p>	Options list: i) Yes, currently authorised (answer questions A.9.ii and A.9.iii) ii) No, not currently authorised (answer question A.10) 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	The LAA will seek financial information about successful Applicants from the credit scoring agency, Dun & Bradstreet, using the D-U-N-S number provided in answer to this question. Information will be used to inform the LAA’s contract management approach. Applicants can find, or if necessary, apply for a Dun & Bradstreet D-U-N-S number at: <a href="https://www.dnb.co.uk/duns-number.html">https://www.dnb.co.uk/duns-number.html</a>  Please provide the Applicant’s Dun & Bradstreet D-U-N-S number	Free text
A.11	Contact details for the purposes of the SQ – contact name and role within the Applicant	Free text
A.12	Contact address and postcode	
A.13	Contact email address	
A.14	Contact telephone number	
Note	Please note: A criminal record check for relevant convictions may be undertaken for successful Applicants and their Key Personnel	

### Section B – grounds for mandatory exclusion

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

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

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

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

B.2(d)	If the social security contribution or tax relates to the Applicant, please confirm the percentage value of the unmet obligation(s) of the Applicant's annual turnover. If the social security contribution or tax relates to Key Personnel, please enter "N/A".	Free text
B.2(e)	Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable: - 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.

	<b>Regulation 57 (8)</b> 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: <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf</a>	
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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)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.1 it must give details by answering questions C.1(a) - (d) below.	
C.1(a)	Please give details about the nature of the event(s) leading to this violation	Free text
C.1(b)	Please give details about the nature of the violation and any sanction applied	Free text
C.1(c)	Please give the date when the violation occurred	Free text
C.1(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a violation	Free text
C.2	Is/has the Applicant or any of its Key Personnel at this organisation or any of its predecessor bodies or at any previous organisation (been): <ul style="list-style-type: none"> <li>• Bankrupt; or</li> <li>• the subject of insolvency; or</li> <li>• the subject of winding-up proceedings, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended; or</li> <li>• entered into a pre-pack administration arrangement; or</li> <li>• entered into an arrangement with creditors. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA); or</li> <li>• it is/has been in any analogous situation arising from a similar procedure under the laws and regulations of any State?</li> </ul>	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions as appropriate below.	



C.2(a)	Where it relates to the Applicant please enter "Relates to Applicant". 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"> <li>• details of what changes were agreed, including the date when the rescheduling occurred; and</li> <li>• confirmation of changes to the repayment amount (including the amount the repayments were changed from); and</li> <li>• confirmation of any change to the date of discharge (including the original date of discharge).</li> </ul> Where the IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".	Free text
C.2(h)	When is the IVA or CVA due to be discharged?	Free text
C.2(i)	On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable fall due?  For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.	Free text
C.2(j)	Have all payments of taxes and social security contributions for both the Applicant and each of its Key Personnel following the imposition of the IVA/CVA been met?	Yes

		No (Answer C.2(k) to C.2(n))
C.2(k)	Where the Applicant has answered “No” to C2(j), please provide details of: - 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)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (e) below.	
C.3(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter “Relates to Applicant”	Free text
C.3(b)	Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued	Free text
C.3(c)	Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued	Free text
C.3(d)	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid	Free text

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

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

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

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

		Yes No
C.10(c)	Please confirm the job title(s) of the individual(s) who has/have been notified that they may not conduct publicly funded work under an LAA contract	Free text
C.10(d)	Please provide the date on which the individual(s) was/were notified	Free text
C.10(e)	Please provide details of the events which led to the individual(s) being excluded from conducting publicly funded work under an LAA contract.	Free text
C.10(f)	Please provide a copy of the letter sent by the LAA informing the Applicant/individual(s) of this restriction	
C.10(g)	What action has the Applicant undertaken to ensure that the individual does not conduct publicly funded work under an LAA contract?	Free text
C.10(h)	What action has the Applicant and/or individual undertaken to ensure that the events which led to the individual excluded from conducting publicly funded work under an LAA contract does not occur again?	Free text
	<b>Please answer the following statements:</b>	
C.11	The Applicant — (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)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.11, it must give details by answering questions C.11(a) - (e) below.	
C.11(a)	Please give the name of the contracting authority from whom your organisation withheld/misrepresented information	Free text
C.11(b)	Please confirm the nature of the affected contract(s)	Free text
C.11(c)	Please give the date when the event(s) occurred	Free text
C.11(d)	Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information	Free text
C.11(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information	Free text

C.12	The Applicant or any of its Key Personnel has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes (discretionary fail) No (pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “Yes” to question C.12, it must give details by answering questions C.12(a) - (e) below.	
C.12(a)	Please give the name of the contracting authority(ies) affected	Free text
C.12(b)	Please confirm the nature of the affected contract(s)	Free text
C.12(c)	Please give the date when the event(s) occurred	Free text
C.12(d)	Please confirm the action taken by the contracting authority as a result of the Applicant’s action	Free text
C.12(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/negligently or materially influencing procurements and/or contracting authorities	Free text
C.13	Have any of the Applicant’s Key Personnel (irrespective of which organisation they were working for) received any conditions on their practising certificates imposed by a regulatory body, Relevant Professional Body or Complaints Body within the last three years?	Yes (discretionary fail) No (Pass)
	<b>Exceptional circumstances</b> – if the Applicant has answered “yes” to question C.13, it must give details by answering questions C.13(a) – (e) below.	
C.13(a)	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved.	Free text
C.13(b)	Please give details about the nature of the event(s) leading to the imposition of the condition(s), including the date when the event(s) occurred	Free text
C.13(c)	Please give details of the condition(s) that were imposed, including the date they were imposed	Free text
C.13(d)	Please give details of the nature of any current condition(s) on practising certificates	Free text
C.13(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of condition(s)	Free text
C.14	Is the Applicant a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes (Answer C.14(a)) 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
	<b>Exceptional circumstances</b> – if the Applicant has answered “No” to question C.14(a), it must give details by answering question C.14(c) below.	
C.14(c)	Please provide all relevant information for the LAA to consider your exceptional circumstances including why you are currently not compliant and what steps are being taken to become compliant with the Act. Please provide timescales for activity to be completed.	Free text

#### Section D – Declaration

I give my undertaking that I am either

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

and so authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct. I understand that the information will be used in the process to assess the Applicant’s suitability to be offered a Civil Legal Advice (Education) 2021 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.

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

## ANNEX C: QUALITY AWARD CRITERIA AND ASSESSMENT GUIDANCE

### EDUCATION CATEGORY OF LAW

#### SUMMARY OF QUALITY AWARD CRITERIA AND WEIGHTING

	Quality Award Criteria	Sub-Criteria	Assessment
Type of Bid	Non-scored information	<p>L1 – Please confirm the number of Lots for which you are tendering, or alternatively, if you wish to submit a Variant Bid, please select 'Variant Bid':</p> <ul style="list-style-type: none"> <li>- 1 Lot (20% of the total Education Category Contract Work); or</li> <li>- 2 Lots (40% of the total Education Category Contract Work)</li> <li>- 3 Lots (60% of the total Education Category Contract Work)</li> <li>- Variant Bid (less than 20% of the total Education Category Contract Work)</li> </ul> <p>Note: Variant Bids will be considered only if the LAA is unable to allocate 100% of the available Contract Work to Applicants tendering for one or more Lots. Applicants should refer to Section 4 (Evaluation of Tenders) of the IFA for further information on the allocation of Contract Work to successful Applicants tendering in Lots.</p>	<p><i>Non-scored</i> <i>(The Applicant's answer will determine the Quality Award Criteria to be answered).</i></p>
Variant Bid Information	N/A	<p>VB1: What percentage of CLA Education Contract Work would you wish to deliver?</p> <p>Note: we will not award Contract work of 20% or greater to an Applicant that submits a Variant Bid. Applicants wishing to deliver 20% or more should submit a Tender for at least one Lot.</p> <p>VB 2: Where will you deliver the Contract Work from?</p> <p>Please tell us the office address, post code and, where applicable, the LAA Account Number for this office.</p> <p>VB 3: Do you hold a 2018 Standard Civil Contract with authorisation in the Education Category of Law</p> <p>The LAA will validate your response against its own records.</p>	<p><b>Will be reviewed by LAA in the circumstances set out at 4.30</b></p>

		Note: In addition to supplying responses to VB 1 – VB 3, Applicants wishing to submit a Variant Bid must also provide a price for the Hourly Rate in the Price Form in the Commercial Envelope as part of their ITT Response	
		VB 4: If you will not be able meet the Minimum Requirements in full as set out at 1.56 please detail which Minimum Requirements you will be unable to meet in full and what your alternative proposal is.  If you will meet the Minimum Requirements please enter 'N/A'.	
<b>Quality Award Criteria (Technical Envelope)</b>	<b>Non-scored information (Pass/Fail Elements)</b>	N1 – Submission Requirement: Staff Organogram  Please provide your Staff Organogram showing all staff that will be deployed to implement and deliver the Contract Work and the role they will each undertake. This includes Key Personnel, Supervisors, Caseworkers, and Management Team. For each role, you need to provide:  a) the name of the staff member employed (or with a Signed Engagement Agreement to employ). Alternatively, indicate where the post is vacant; b) the title of their role, the main duties to be performed and their relevant qualifications for delivering the Service; c) the number of hours per week each staff member will work delivering the Service, stipulating the proportion of an FTE that the role provides; d) the basis of their employment (permanent, fixed term, temporary). Where temporary, stipulate how long the position will last; e) reporting structures.  Your Staff Organogram should be resourced on the basis of the maximum number of Lots for which you are tendering. For example, if you are tendering for three Lots, your Staff Organogram should detail the staff that will be deployed to implement and deliver up to 60% of the CLA Service in the Education Category.	<i>Pass/Fail (Pass = provision of N1 Staff Organogram)</i>
		N2 - Submission Requirement: Resourcing Plan  Please complete and upload a Resourcing Plan Template detailing the staff (Caseworkers and Supervisors) that will deliver the CLA Service.	<i>Pass/Fail (Pass = provision of N2 Resourcing Plan)</i>

	<p>Copies of the Resourcing Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in the ITT.</p> <p>Your Resourcing Plan should be resourced on the basis of the maximum number of Lots for which you are tendering. For example, if you are tendering for three Lots, your Resourcing Plan should detail the staff that will deliver up to 60% of the CLA Service in the Education Category.</p>		
	<p>N3 – Office information.</p> <p>Successful Applicants will be required to evidence within 5 days of notification of the LAA's intention to award a Contract that they have at least one Office that meets the relevant requirements set out in the Specification.</p> <p>Please tell us the address, post code and, where applicable, the LAA account number for this Office.</p> <p>If you do not currently have an Office, please enter N/A.</p>	<p><i>Non-scored but will be used in the verification and preparation of a successful Applicant's Contract</i></p>	
	<b>1: Staffing the Service</b>	1.1: Skills and experience of staff delivering specialist legal advice	<p>Score 0 – 5, following the Scoring Matrix at paragraph 4.14 of the IFA.</p> <p>Minimum Quality Thresholds apply as detailed at paragraph 4.16 of the IFA</p> <p>Pass/Fail <i>Pass = (provision of signed declaration)</i></p>
		1.2: Skilled and experienced staff delivering Remote Advice	
		1.3: Succession Planning	
		1.4: Staff Training	
	<b>2: Delivering a Quality Service</b>	2.1: Supervision of staff delivering specialist legal advice - <b>Minimum scoring requirement of 2</b>	
		2.2: Compliance with Service Standards	
	<b>3: Capacity Planning for the Service</b>	3.1a): Contract Resourcing - <b>Minimum scoring requirement of 2</b>	
		3.1b): Ongoing Forecasting and Resourcing.	
		3.1c): Capacity to undertake casework	
		3.2: Business Continuity and Disaster Recovery plan (BCDR)	
<b>Declaration</b>	Declaration		

## EDUCATION – QUALITY AWARD CRITERIA AND ASSESSMENT GUIDANCE

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

### Quality Award Criterion 1- Staffing the Service

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

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

			<p>experience in the delivery of specialist legal advice delivered as Remote Advice.</p> <ul style="list-style-type: none"> <li>- Key Personnel and members of the Management Team having high levels of skills and experience of managing the delivery of a Dedicated Telephone Advice Service.</li> </ul>
<p>1.3 <i>Succession Planning</i></p>	<p>Referring to the roles in your Staff Organogram given in answer to question N.1, in the text box(es) provided please outline how you will manage your ongoing recruitment and staff succession requirements throughout the entire Contract Period (including any extension periods).</p> <p>As part of your response you should include detail of how you will attract good candidates, minimise turnover of staff and improve productivity.</p>	<p>This question is intended to assess the Applicant's plans to ensure the Service will be fully resourced with sufficiently skilled staff throughout the Contract Period.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a higher level of confidence that the Applicant will be able to recruit and maintain adequate numbers of staff with sufficient skills and experience from the Service Commencement Date and throughout the Contract Period.</p>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- An outline of the approach to succession planning and replacement of outgoing staff deployed to the Service, including: <ul style="list-style-type: none"> <li>• Caseworkers,</li> <li>• Supervisors and</li> <li>• Management Team</li> </ul> </li> <li>- A description of how the Applicant will ensure that it offers a salary and benefits package that will attract high-quality applicants to fill positions including: <ul style="list-style-type: none"> <li>• Caseworkers,</li> <li>• Supervisors and</li> <li>• Management Team</li> </ul> </li> <li>- A description of how the Applicant's training and succession plan will encourage individuals to develop a specialism in the Education Category of Law</li> <li>- A description of how the Applicant will minimise staff turnover and improve productivity of staff deployed to the Service.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that they will have effective succession-planning processes in place, for example:</b></p>



			<ul style="list-style-type: none"> <li>- Evidence that the succession-planning processes outlined above have been successfully used by the Applicant previously</li> </ul>
<p>1.4 <i>Staff Training</i></p>	<p>Using the Named Individual(s) on your Staff Organogram given in answer to question N.1, in the text box(es) provided please explain how you will develop the knowledge and skills of staff in the longer term to maintain and increase the quality of the Service provided throughout the Contract Period. The response should include how you will assess the skills base of your Caseworker and Supervisor staff to ensure they develop their knowledge and skills.</p>	<p>This question is intended to assess the Applicant's understanding of its skills base and its ability to identify and address the training needs of staff.</p> <p>Higher scores will be awarded to Applicants that can provide the LAA with a higher level of confidence that the longer-term training needs of staff will be identified and addressed throughout the Contract Period.</p>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- A credible approach for regularly assessing the current skills base and identifying development and training requirements in relation to: <ul style="list-style-type: none"> <li>• specialist legal knowledge to deliver the Service in the Education Category, including assessing whether a prospective Client's problem falls within the scope of Civil Legal Aid funding within the Education Category, and applying the means, merits eligibility tests;</li> <li>• providing Remote Advice in accordance with the CLA Contract, including responding to the needs of Clients with Relevant Protected Characteristics;</li> </ul> </li> <li>- Evidence of how identified development and training requirements of staff will be addressed to improve the skills of staff throughout the Contract Period.</li> <li>- Nominated training leads with relevant subject matter expertise and experience in delivering training.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will have effective staff training processes in place, for example:</b></p> <ul style="list-style-type: none"> <li>- A demonstrable investment in learning and development to develop staff beyond the minimum level of skills required to deliver Contract Work.</li> </ul>

			- A Named Individual responsible for developing and implementing a training programme and who has significant experience of successfully developing staff skills at an organisational level.
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**Quality Award Criterion 2- Delivery of a Quality Service**

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

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

### Quality Award Criterion 3 - Capacity Planning

No.	Sub-criteria	Rationale	Assessment Guidance
This Quality Award Criterion is about putting in place sufficient capacity to effectively deliver the Service.			
<p>3.1a)</p> <p><i>Contract Resourcing</i></p>	<p>In assessing the Contract resourcing proposed by the Applicant, the LAA will consider both the information contained in the Resourcing Plan submitted at N.2 and the responses to question 3.1a) and 3.1b).</p> <p>Copies of the Resourcing Plan Pro Forma can be accessed and downloaded from the 'Attachments' section in the ITT.</p> <p>Please use the text box(es) provided to describe, with reference to the number of Lots you are bidding for, how you have determined the number of Caseworkers and Supervisors which you have set out in the Resourcing Plan is sufficient to deliver the Contract Work on a day-to-day basis.</p> <p>Your response should include how your Resourcing Plan will address:</p>	<p>This question will assess whether the Applicant will have sufficient staff resources in place to deliver Contract Work.</p> <p>In assessing the Contract resourcing proposed by the Applicant, higher scores will be awarded to Applicants that can provide a higher level of confidence that their resources will be sufficient to deliver the Service based on:</p> <ul style="list-style-type: none"> <li>• A clear understanding of Service Requirements;</li> <li>• Adequate levels of staff to ensure that Calls are dealt with in line with the Specification;</li> <li>• Maintaining appropriate levels of Supervision; and</li> <li>• Availability of staff with appropriate skills in the Education Category from the Service Commencement Date.</li> </ul>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Information to demonstrate that the Resourcing Plan is underpinned by accurate calculations of the demands of the service using call and Case volumes provided in this IFA.</li> <li>- Evidence that sufficient staff with the appropriate skills will be available to deliver Contract Work during all Core Hours and Extended Hours, where requested by the Client</li> <li>- Contingency arrangements to meet both unexpected short-term peaks in demand and planned or unexpected staff unavailability.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively resource the Service, for example</b></p> <ul style="list-style-type: none"> <li>- Strong contingency processes in the event of unexpected short-term increases in volumes or the unavailability of staff, whereby the Applicant can draw on a significant number of suitably qualified staff who are available at short notice.</li> </ul>

	<p>unexpected short-term increases in Case volumes; and</p> <p>how you will manage both planned and unplanned Caseworker and Supervisor absence; and</p> <p>how you will offer appointments during Extended Hours, where requested by the Client.</p>		
<p>3.1b)</p> <p><i>Ongoing Forecasting and Resourcing</i></p>	<p>In assessing the response to question 3.1b) the LAA will consider both the information contained in the text boxes and the Resourcing Plans submitted at N.2.</p> <p>Please use the text box(es) provided to describe, with reference to the number of Lots that you are bidding for how you will monitor Case volumes on an ongoing basis throughout the Contract Period and how you will adjust staffing resources delivering the Contract Work to ensure the Contract requirements are met in the event of:</p>	<p>This question is intended to give the LAA confidence that the Applicant will have sufficient staff resources in place to maintain the delivery of Contract Work throughout the Contract Period.</p> <p>In assessing the response to sub-criterion 3.1b), higher scores will be awarded to Applicants that can provide a high level of confidence that their resources will be sufficient to maintain delivery of the Service based on:</p> <ul style="list-style-type: none"> <li>• evidence of considered and well-constructed processes that demonstrate an effective approach for forecasting future capacity requirements; and</li> <li>• evidence of considered and well-constructed processes that will enable the Applicant to react quickly and flexibly to meet fluctuations in demand.</li> </ul>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Details about the processes that will be used to successfully monitor Service capacity and forecast future demand on a <ul style="list-style-type: none"> <li>• daily;</li> <li>• weekly; and</li> <li>• monthly basis.</li> </ul> </li> <li>- Details of the processes the Applicant will follow to adjust resources to ensure the Contract requirements continue to be met in the event of: <ul style="list-style-type: none"> <li>• increasing Case volumes; and</li> <li>• decreasing Case volumes</li> </ul> </li> <li>- Details of the Named Individual(s) with responsibility for ensuring the monitoring and resourcing processes above are implemented.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively forecast Case volumes and resource the Service on an ongoing basis, for example:</b></p>

	<ul style="list-style-type: none"> <li>• increasing Case volumes; and</li> <li>• decreasing Case volumes.</li> </ul>		<ul style="list-style-type: none"> <li>- Employing staff with the appropriate standing in the organisation who will have responsibility for this activity</li> <li>- Relevant experience of successfully delivering other services that required similar forecasting and resourcing activities, using staff and/or processes that will be used in delivering the Contract Work</li> <li>- A flexible staffing approach which allows ongoing increasing or decreasing of staffing resources to meet fluctuations on Case volumes.</li> </ul>
<p>3.1c) <i>Capacity to undertake casework</i></p>	<p>Using the Named Individuals in your Staff Organogram in question N1 and your Resourcing Plan in N2 and with reference to the number of Lots you are bidding for please use the text box(es) provided to explain how the Applicant will ensure it will have sufficient capacity to manage and progress ongoing casework and be able to accept all new Cases allocated by the CLA Operator Service.</p> <p>Your response should include how you will resource both incoming calls and ongoing casework including how you intend to identify when a referral is</p>	<p>This question is intended to give the LAA confidence that the Applicant will have sufficient resourcing to manage and progress ongoing casework in a timely manner, as well as accepting all new cases allocated by the CLA Operator Service.</p> <p>Higher scores will be awarded to Applicants who provide the LAA with a high level of confidence that the Applicant will effectively manage new and existing Contract Work, based on:</p> <ul style="list-style-type: none"> <li>• Well-considered and realistic plans and process for how resource will be used to deal with incoming telephone calls and progress ongoing casework across all service hours (Core Hours and Extended Hours); and</li> <li>• Evidence that the staffing will be adequate to deal with both new and existing work, with reference to the data provided at Annex A of the IFA</li> </ul>	<p><b>The answer should include:</b></p> <ul style="list-style-type: none"> <li>- Evidence that the Applicant's staffing is sufficient to effectively manage the expected volume of both new and ongoing Cases;</li> <li>- A description of how the Applicant will allocate, monitor and adjust staffing to ensure that adequate resource is available to action all new Cases during Core Hours and Extended Hours where requested by the Client</li> <li>- A description of how the Applicant will monitor the volume of ongoing Cases and ensure their timely progression including how referrals will be managed.</li> <li>- Details showing that the effective performance of the contract will be managed by a Named Individual(s) with relevant skills and experience.</li> </ul> <p><b>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will effectively manage new and existing Case volumes and resource the Service on an ongoing basis, for example:</b></p>

	appropriate and your approach to making referrals within your own organisation or to another provider of Education Services for example for the provision of Licensed Work.		<ul style="list-style-type: none"> <li>- Employing a Named Individual(s) with significant relevant experience of successfully managing a similar service</li> </ul>
3.2 <i>Business Continuity and Disaster Recovery plan (BCDR)</i>	<p>In the text box(es) provided please describe your BCDR which sets out how you will respond to an event which significantly disrupts, or threatens to significantly disrupt, the provision of the Contract Work. As a minimum, the BCDR should comply with the requirements of Annex 4 (IT requirements, the CMS and Business Continuity) of the CLA Contract and should cover risks identified to Business Continuity in the following areas:</p> <ul style="list-style-type: none"> <li>▪ Geographical;</li> <li>▪ Infrastructure;</li> <li>▪ Staff; and</li> <li>▪ Data.</li> </ul> <p>Your BCDR should include how you would maintain service provision in the event that staff cannot</p>	<p>This question is intended to give the LAA confidence that the Applicant will ensure continuity of Contract Work following any failure or disruption of any element of the business processes and operations.</p> <p>Higher points will be awarded to Applicants who can demonstrate that they will have a robust BCDR in place by the Service Commencement Date that adequately takes into account the particular risks to delivery of Contract Work relevant to the location of the Office and the business systems in place for the delivery of the Service</p>	<p><b>The BCDR should include:</b></p> <ul style="list-style-type: none"> <li>- The key risks identified to service continuity including: <ul style="list-style-type: none"> <li>• Geographical;</li> <li>• Infrastructure;</li> <li>• Data;</li> <li>• Staff; and</li> <li>• Access to the workplace.</li> </ul> </li> <li>- An outline of countermeasures to manage the risks identified</li> <li>- Details of the roles and responsibilities of the staff responsible for the BCDR</li> <li>- An outline of the processes the Applicant will follow in activating their BCDR</li> </ul> <p><b>Extra points may be awarded if the BCDR provides a higher level of confidence that service continuity will be maintained, for example:</b></p> <ul style="list-style-type: none"> <li>- Detailed evidence of a well thought out BCDR that is relevant to the location and scale of the operation.</li> <li>- A higher level of assurance that staff with appropriate standing in the organisation will have responsibility for implementing the BCDR.</li> </ul>

	<p>access their usual place of work, including but not limited to travel restrictions and staff self-isolation.</p> <p>It should also outline plans for maintaining delivery of the Contract Work in the event that a risk, or another unforeseen event, materialises.</p> <p>Your BCDR must only be outlined in the text box(es) provided, and you are not permitted to attach additional documents in response to this question.</p>		<ul style="list-style-type: none"> <li>- The BCDR is reviewed and tested at least annually.</li> <li>- The BCDR significantly exceeds requirements of Good Industry Practice (see the Standard Terms of the CLA Contract)</li> </ul>
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**DECLARATION**

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

**Declaration for Applicants bidding for one or more Lots**

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 1.56 of the Civil Legal Advice Invitation To Tender Information For Applicants:

- Will have appropriate authorisation from a Relevant Professional Body to deliver legal services; and
- Will have at least one Office that meets the relevant requirements set out in the Specification; and
- Will employ at least one Full-Time Equivalent Supervisor who meets the Supervisor Standard in the Education Category; and
- Will have telephony and IT which meets the CLA Contract requirements in place and operational; and
- Will maintain a ratio of one Full-Time Equivalent Supervisor to four Caseworkers in the Education Category of Law; and
- Will have access to an Authorised Litigator with experience of carrying out cases within the Education Category; and
- Will hold a relevant Quality Standard; and



- Will hold Cyber Essentials Certification.

By completing and submitting this Tender the Applicant confirms that it has read and understood:

- a) The Remote Specialist Telephony Handbook; and
- b) Annex 4 of the Contract: IT Requirements, the CMS and Business Continuity

And will have Telephony and IT which meets the CLA Contract requirements in place and operational by the Service Commencement Date.

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

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

and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this Tender are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a 2021 Civil Legal Advice (Education) Contract. I understand that the LAA may conduct verification checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way. I understand the Applicant will be required to evidence the information and warranties in the Applicant's Tender, including in this ITT Response, by the Service Commencement Date. I confirm that this Tender is compliant with the rules in relation to Connected Entities set out in paragraphs 2.7 to 2.13 of the IFA.

#### **Declaration for Applicants making a Variant Bid**

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

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

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

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

and am authorised to make this submission on behalf of the Applicant and that the answers submitted in this Tender are correct. I confirm that this Tender is compliant with the rules in relation to Connected Entities set out in paragraphs 2.7 to 2.13 of the IFA.

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

## ANNEX D: TUPE AND CONFIDENTIALITY AGREEMENT

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

### **For the attention of: Linda Atkinson**

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

To Whom it May Concern

## INVITATION TO TENDER FOR CIVIL LEGAL AID SERVICES

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

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

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

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

## **Definitions**

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

“UK GDPR” means the General Data Protection 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 (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EU (Withdrawal) Act 2018.

“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 UK GDPR.

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

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

“Security Requirements” the requirements regarding security of the Personal Data, as set out in the Data Protection Laws.

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);
- (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**”);and
- (d) not to disclose, transfer or otherwise process Personal Data outside the UK without prior written agreement of the LAA.

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 Data Protection Laws 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*]<sup>1</sup> )

.....

**Authorised Signatory**

**Position:**<sup>2</sup>

**Date:**

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

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<sup>1</sup> e.g. partnership, incorporated practice. limited liability partnership, public limited company, private limited company, company limited by guarantee, unincorporated charity. Where appropriate state registration number.

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



## ANNEX E: GLOSSARY OF DEFINED TERMS

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

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

Term	Definition
Alternative Business Structure (ABS)	<p>A firm where a non-lawyer:</p> <ul style="list-style-type: none"> <li>• is a manager of the firm, or</li> <li>• has an ownership-type interest in the firm</li> </ul> <p>A firm may also be an ABS where another body:</p> <ul style="list-style-type: none"> <li>• is a manager of the firm, or</li> <li>• has an ownership-type interest in the firm</li> </ul> <p>and at least 10 per cent of that body is controlled by non-lawyers.</p> <p>A non-lawyer is a person who is not authorised under the Legal Services Act 2007 to carry out reserved legal activities</p>
Applicant	A single legal entity (including an individual) tendering to deliver the advertised services
Authorised Litigator	An individual who conducts litigation services as an authorised person in accordance with the Legal Services Act 2007
Award Criteria	The award criteria within the CLA Education Category ITT including the Technical Envelope and the Commercial Envelope, as also set out at Annex C of the IFA
Award Criteria Guidance	Information on the LAA's approach to its evaluation of Award Criteria as set out in Annex C
BSB	Bar Standards Board; a Relevant Professional Body
Business Day	As defined in the CLA Contract Standard Terms
Business Continuity and Disaster Recovery Plan (BCDR)	A published plan setting out the processes and arrangements which the Applicant will follow to ensure continuity of its business processes and operations following any failure or disruption of any element of the provision of Services and the recovery of the provisions of Services in the event of an unplanned interruption
Case(s)	As defined in the Contract Standard Terms
Caseworker	As defined in the Contract Specification
Category(ies) or Law or Category(ies)	As defined in the Contact Specification
Category Definitions 2018	The document published on the LAA's website that outlines the Categories of Work that apply to the Specification which is incorporated into the Contract
CILEx	Chartered Institute of Legal Executives; a Relevant Professional Body
Civil Legal Advice or CLA	The brand name given by the LAA to the legal advice service it offers to members of the public
CLA Education Category ITT	Invitation To Tender for the CLA Procurement Process in the Education Category of Law

CLA Education Category ITT Response/ ITT Response	An Applicant's response to the ITT as part of this CLA Procurement Process
CLA Service or Service	Services delivered under the CLA brand
CLA Operator Service	Means any call centre operation appointed by us or online system developed by us, or on our behalf to receive initial contact from a member of the public in respect of CLA to distribute the same to a Provider
CLA Procurement Process	This procurement process inviting tenders for a CLA Contract to deliver Contract Work in the Education Category of Law
CLA Specialist Telephone Advice Provider	A party to CLA Contract with the LAA, in respect of the provision of CLA advice
Client	As defined in the Contract Specification
Commercial Envelope	The section in the e-Tendering system where Applicants submit the prices they will charge for delivering the Services
CM	Compliance Manager for an organisation authorised by CILEx
COLP	Compliance Officer for Legal Practice for an organisation authorised by the SRA
Complaints Body	A body or organisation, which handles complaints in relation to your professional or service activities, including Ombudsmen
Connected	Has the meaning given in paragraph 2.8-2.9 of this IFA and "Connection" shall be construed accordingly
Connected Entity	An Applicant who is Connected to one or more other Applicants and/or the Current Provider
Contract or CLA Contract or 2021 Civil Legal Advice Contract	The Civil Legal Advice Contract for delivery of Contract Work which will be awarded to each successful Applicant, namely the Civil Legal Advice (Education) 2021 Contract.
Contract for Signature	The document of that name which forms part of the Contract
Contract Period	Has the meaning given in the Contract for Signature
Contract Start Date	Has the meaning given in the Contract for Signature being a date within the month of March 2021
Contract Work	Services to be delivered under a CLA Contract in accordance with the requirements of the CLA Contract
Controlled Work	Has the meaning given in regulation 21(2) of the Procedure Regulations
Core Hours	Has the meaning set out at paragraph 1.21 of this IFA
Cross Border Cases	As defined in the Contract Specification
Current Provider	Providers who are party to any current CLA contract
Cyber Essentials Certification	Cyber Essentials or Cyber Essentials Plus certification
Data Protection Legislation	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 UK GDPR and; (b) any code of practice or guidance published by the ICO from time to time
DDI	Direct Dial Inwards

Deadline	The deadline to submit a Tender under this process which is 5pm, 25 February 2021.
Dedicated Telephone Advice Service	<p>Is one where:</p> <ul style="list-style-type: none"> <li>the service has advertised opening hours and telephone lines are manned at all times during those opening hours;</li> <li>the service is delivered primarily via the telephone and correspondence;</li> <li>all initial enquiries from clients are made by and the overall nature of the problem is diagnosed over the telephone, with clients informed of whether the service can help or if a formal referral process is required;</li> <li>the service can provide the client with specific advice based on an analysis of the client's situation and desired outcome and, where necessary, with the Caseworker taking responsibility for further action, and</li> <li>operator staff and/or Caseworkers have been provided with specific call-handling training</li> </ul> <p>And does not include triage or the provision of initial general information</p>
Determination	As defined in the Contract Specification
Determination Fee	As defined in the Contract Specification
Digital CLA Service	<a href="https://www.gov.uk/check-legal-aid">https://www.gov.uk/check-legal-aid</a>
Disbursement	As defined in the Contract Standard Terms
Education	Work within the scope of publicly funded face to face or telephone advice and representation in the Education Category as defined in the Category Definitions 2018 document
e-Tendering system	The LAA's secure Internet site at <a href="http://www.legalaid.bravosolution.co.uk">www.legalaid.bravosolution.co.uk</a> through which Tenders and the procurement process as a whole are managed
Executive Agency	A body tasked with carrying out executive functions within government
Extended Hours	Has the meaning set out in paragraph 1.21 of this IFA
Face to Face Advice	As defined in the Contract Specification
Face to Face Advice Provider	A party to the 2018 Standard Civil Contract (as amended) with the LAA in respect of the provision of Face to Face Advice in the Education Category of Law
Frequently Asked Questions (FAQ)	Frequently asked questions as provided for under this procurement process and referred to in the IFA
Full-Time Equivalent (FTE)	<p>The equivalent of one individual working 5 days a week and 7 hours on each such day (excluding breaks). For example, the following working pattern would represent one Full Time Equivalent:</p> <ul style="list-style-type: none"> <li>Person A – 20 hours per week</li> <li>Person B - 10 hours per week</li> <li>Person C – 5 hours per week</li> </ul> <p>One FTE is based on a 35-hour working week. Applicants are not permitted to claim an individual member of staff as more than one FTE even if they work more than 35 hours per week</p>

UK GDPR	means the General Data Protection 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 (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EU (Withdrawal) Act 2018
Government Department	A body tasked with carrying out executive functions within government
HOLP	Head of Legal Practice for an organisation authorised by the BSB
Hourly Rate	The hourly payment applicable for the duration of all Cases in the Education Category
Information For Applicants or IFA	This document entitled “Procurement of Civil Legal Aid Services in England and Wales from April 2021: Civil Legal Advice Invitation to Tender Information for Applicants”
Invitation to Tender (ITT)	CLA Education Category ITT for a CLA Contract
Key Personnel	Any individual who has or is held out as having either expressly or impliedly, or exercises, (or will have, be held out as having or exercise by the Contract Start Date) powers of representation, decision, veto, influence or control in relation to an Applicant including partners, directors, trustees and other senior managers and employees of the Applicant. Where a trust or company would satisfy the above in relation to an Applicant, any individual who has the right to exercise significant influence or control over the activities of that trust or company.
Key Performance Indicators	The key performance indicators specified in the KPI Annex of the Contract Documents
Legal Aid Agency or LAA	The Executive Agency of the Ministry of Justice that is responsible for the administration of legal aid (including this procurement process).
LAA Account Number	The unique reference assigned to each provider Office from which legal aid work is undertaken
Lexcel	The Law Society’s legal practice quality mark, which is a Quality Standard under the Contract.
Licensed Work	Has the meaning given in regulation 2 of the Procedure Regulations. In general terms, it covers the legal representation element of Contract Work. There is no limit to the volume of Licensed Work a Provider can perform
Lot	An band which an Applicant must use to categorise the volume of Contract Work for which it tenders, unless submitting a Variant Bid
Management Team	Having responsibility for maintaining and reviewing the Services and its delivery at Office level with oversight for staffing arrangements, work allocation and casework quality assurance. The term does not necessarily include the activities of Supervisors, though these may also be members of the Management Team
Mandatory Attachments	As set out at paragraph 3.21-3.30 of the IFA
Maximum Hourly Rate	The maximum Hourly Rate an Applicant may submit in its Tender in the Education Category
Minimum Requirement(s)	As set out at paragraph 1.56 of the IFA

Mobilisation Period	The period between the Contract Start Date and the Service Commencement Date, as provided for in the Contract
Named Individual	Individuals employed by the Applicant (or individuals with a Signed Engagement Agreement) named on the Applicant's Staff Organogram
Office	As defined paragraph 4.25-4.27 in the Contract Specification
Peer Review	A quality assessment tool operated by or on behalf of the LAA which directly measures the quality of advice and legal work carried out by legal aid providers
Personal Data	As defined in the UK GDPR
Price Form	The section of the Commercial Envelope in the e-Tendering system where Applicants are required to submit the prices they will charge in respect of the Contract Work
Price Award Criterion	The Award Criterion against which the Applicant's pricing submission will be assessed
Priority Questions	Specific questions which will be given additional priority and used to differentiate between Applicants in the event that Applicants are tied which prevents the LAA identifying the designated number of successful Applicants
Procedure Regulations	The Civil Legal Aid (Procedure) Regulations 2012
Provider	A party to a contract with the LAA in respect of the provision of Legal Aid
Quality Award Criteria	The Award Criteria against which the Applicant's responses in the Technical Enveloped will be assessed
Quality Standard	Either the LAA Specialist Quality Mark (SQM) or the Law Society's Lexcel Practice Management Standard
Relevant Professional Body	The body or organisation which regulates or exercises control over an Applicant's professional or service activities or such activities of any of its personnel and/or any other body to whose rules it has elected to be subject to
Remote Advice	As defined in the Contract Specification
Remote Specialist Telephony Handbook	As defined in paragraph 1.71. The Remote Specialist Telephony Handbook comprises three (3) documents: AWS Connect Agent Training Guide; AWS Connect Ops Lead MI Reports Training Guide; HGS LAA CLA Telephony High Level Design.
Resourcing Plan	A Mandatory Attachment as set out in paragraph 3.21-3.22
Response	An Applicant's response to any of the procurement documents, including the SQ and the CLA Education Category ITT; and which form a part of its Tender
Rules for Connected Entities	The rules set out at paragraph 2.7-2.13 of the IFA
Selection Questionnaire or SQ	The Selection Questionnaire that forms part of this CLA Procurement Process
Signed Engagement Agreement	A legally binding agreement between and executed by an individual and an Applicant confirming that the individual will be employed or otherwise engaged by the Applicant to conduct Contract Work for or on behalf of the Applicant from the Service Commencement Date in accordance with the requirements of the CLA Contract
Service Commencement Date	1 April 2021

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