

COMMUNITY LEGAL ADVICE CONTRACTS

Invitation to Tender to deliver publicly funded legal services by telephone in specialist debt, employment, housing and welfare benefits law

Answers to questions submitted on or before 24 October 2008

Q1	We are currently in the process of updating our telephone system and would greatly value your advice as to which sort of system would be ideal for CLA use.
A1	Provided your system enables you to adhere to the specification set out in the IT annex (Annex 8) we have no preference for the type of system you use.
Q2	We note from your ITT documentation that the cut off date for asking clarification questions is Friday 24th October. I understand that the ITT documentation was due to be issued on the 10th October. Due to it being issued a couple of days later than this, is there any scope for an extension to ask clarification questions?
A2	No (this response to this question was sent to the questioner directly on 20 October 2008).
Q3	Is it possible to submit a tender in 1 category of law only? Or does the tender have to cover more than 1 category of law?
A3	You may submit tenders in 1, 2, 3 or 4 categories of law, covering the English and/or Welsh law service. Please see ITT sections 2.A.1, 2.A.4, 2.C.1 and 2.C.3. Tenders will be evaluated according to the process set out in the ITT. Please see section 3.8 in particular. We would also draw your attention to Selection Criterion no. 5.
Q4	In Annex 10 (Complaints) of the CLA contract (see page 81) it refers to "guidance in the CLA Operations Manual which you must comply with when dealing with complaints by letter or telephone."

	Please can you email me a copy of the current CLA Operations Manual so that we consider whether our internal complaints procedure meets your requirements?
A4	<p>The CLA Operations Manual is in the process of being drafted. It will be sent to all successful applicants on contract award. The manual is designed to cover day-to-day operational subjects, such as the content of forms, how to subscribe to receive LSC updates and how to submit case studies.</p> <p>In relation to complaints, the manual will contain best practice guidance on responding to complaints. – e.g. providers must avoid using jargon and abbreviations, etc.</p> <p>The actual obligations regarding complaint handling are contained in the contract documents already on the website.</p>
Q5	We note the requirement at page 40 (T) of the ITT. Can you confirm that the 90% figure is an average of all three months (i.e. you could drop below it in one month as long as the other two months bring you up to a three month average of 90% or more)?
A5	<p>This is Essential Criterion T on past performance, which is relevant to existing CLA contract holders only. The requirement is that applicants must have met 90% of their target telephone advice hours during the period 1 August to 31 October 2008 in the category/ categories of law for which they are applying.</p> <p>If you have not met 90% of your target hours in any of these 3 months in each category you wish to apply for then provided your average performance (combined across all categories of law if relevant) is 90% over the 3 month period, you may still apply.</p>
Q6	The documents refer to an organogram. Do you have a sample of what you are envisaging in terms of format? Are we correct in our interpretation of this being an organisational chart/ decision tree style of diagram?
A6	Yes, you are right.
Q7	What range of hourly rates are you currently paying?
A7	The last procurement exercise for CLA contracts was carried out in autumn/ winter 2006. For the purposes of this invitation to tender,

	<p>the level of detail sought is regarded as too commercially sensitive to issue. However, once a contract is let, the LSC does publish details of the contract, the provider and the overall value of the contract on our website. Details of current contract values can be found at:</p> <p>http://www.legalservices.gov.uk/docs/civil_contracting/LSC_service_contracts_awarded_in_2003-07.pdf</p>
Q8	Can you tell us what specific reporting you will require at the end of the case, specifically what information is needed in the billing and invoice form and any other information you will need?
A8	Please find attached the current "Reporting Codes Extract" (from the current CLA contract) and the invoices we wish providers to use under the new contract - one for Guaranteed Minimum Payment (GMP) period, one for post-GMP period. These requirements may be amended before the contract start date, but these documents will give you an idea of the types of information we require providers to submit. Please also see A17 below.
Q9	How many providers are you considering appointing as a result of the tender?
A9	We do not have a specific number of providers in mind. This depends on the quality of the tenders we receive. See section 3.7 of the ITT on assessment of tenders and, in particular, section 3.8 on allocation of work. Please also see A33 and A34 below.
Q10	<p>Under Selection Criteria q1 it states telephone advice experience has to be "in the category / categories of law tendered for".</p> <p>Does this exclude all experience of telephone advice, even under a CLA contract, if it is not in the area of law tendered for? Presumably it is not possible to expand your service into another category of law?</p> <p>(As the tender document reads, the only applicants that can satisfy q1 will be existing providers wishing to increase their hours in their existing category of law. This cannot be an open tender.)</p>
A10	Selection Criterion no. 1 relates to experience of delivering legal advice over the telephone. Looking at the Tender Form (page 22), you will see that you are invited to break your answer down into parts (a), (b) and (c). In the "notes" section you are asked to break your experience down per category of law, so we can assess each category individually. Further, you are told that if you can only meet part or parts of criterion no. 1, you should tell us about the part(s) you can meet, so that we can assess your tender accordingly.

	<p>So, for example, you may be able to demonstrate your experience under sub-questions (a) and (b) but not (c). You may wish to give us further information to demonstrate – for example - how experience you already have (perhaps in another category of law) would enable you to deliver legal advice via the telephone in a new category of law. There are then other questions which are designed to test your experience in other areas (e.g. face-to-face advice, vulnerable client groups). You should answer each question as well as you can in order to score as high a mark as possible on each question. The assessment process is described in section 3.7 of the ITT.</p> <p>This is a competitive tendering exercise and we are looking for providers who can best meet our selection criteria. Some applicants will, inevitably, be able to meet our criteria better than others will. It is up to individual applicants to assess their chances of success and decide whether to submit a tender or not.</p>
Q11	In the new tender docs it states that a provider cannot tender if they currently have a PR Score of 4. Does this apply if a firm has a current score of 4 (unconfirmed) and is about to go through the process again?
A11	If the PR score is not a confirmed rating, you may submit a tender.
Q12	What is the average call length in respect of employment advice?
A12	The average length of employment cases (i.e. the initial call and subsequent casework) is 174 minutes (1 April to 31 September 2008). We are unable to measure the average call length itself. This differs between providers.
Q13	With regards to employment law calls, could you give us a breakdown of the type of advice given?
A13	<p>The reporting codes providers use to report to us at the end of cases are: breach of contract, unfair dismissal, redundancy payment, discrimination, equal pay, deduction of wages, working time regulations issues, maternity/ parental issues and 'other'.</p> <p>Clients can often include several issues in one call and employment providers must be able to cope with multi- claim cases. A general break down of the advice given (according to current providers) can include: unfair dismissal (automatic or unfair reason); wrongful dismissal or breach of contract; DDP and SGP; discrimination; notice pay, holiday pay, unpaid wages, deduction of wages, failure to provide s1 statement or written reasons for dismissal; redundancy; and enforcement of awards.</p>

	This is not a definitive summary of the type of calls that employment providers may take and providers must be able to research and investigate any potential problem faced by an individual, provided it falls within the scope of the contract.
Q14	What has been the current volume of letters being written, barrister's opinions being sought and the amount of negotiation required with regards to employment issues required by your current providers?
A14	<p>With regard to the use of counsel, this is very rare under the CLA contract. For reasons why, please see Annex 7 (payment), paragraph 23 on use of counsel.</p> <p>The contract specifies that providers must achieve a minimum Peer Review rating of threshold competence (PR3) within their first year of undertaking the contract (the standard then rises to PR2). Providers must, therefore, tailor their casework to the client's needs and take a proactive response to the handling of the case. Inevitably, this means that no definitive answer can be given to the volume of letters written, because the amount would be dictated by the complexity of the case and the needs of the client. The following is guidance only.</p> <p>In general, providers would need to write to the client ideally every two or three weeks to update them on their case and confirm any developments. If they had liaised with the client and had lengthy discussions to develop the case then they must confirm this in writing.</p> <p>Casework on employment cases may involve liaising with the tribunal, acas, the respondent's solicitor and any other third parties involved. Providers would, therefore, be responsible for drafting the necessary correspondence. This can include without prejudice negotiations, correspondence complying with case management and also the drafting of legal arguments, written submissions and witness statements.</p> <p>The level of work and complexity of cases differs, so that some cases may involve a relatively low level of correspondence – if, for example, a grievance resolves the issue or the case is settled. Other cases, on the other hand, could last many months and involve all the preparation to tribunal up to the written submission and this would clearly involve a much higher volume of correspondence and casework time.</p> <p>The views of current employment providers differ, but one estimates that they spend approximately 10-15% of their time on follow up casework (i.e. substantive work) and 85-90% of their time on one-off advice letters, where there is no substantive follow up work because either the client fails to return the signed Legal Help form and evidence of means (confirming financial eligibility) or because</p>

	they deal with the claim themselves from thereon in.
Q15	How many calls have eventually led to the case going to an employment tribunal, court of appeal or through the civil courts?
A15	We do not have the data needed to answer this question. The CLA contract does not permit providers to take cases any further than the Legal Help stage. They cannot, therefore, progress cases before an Employment Tribunal, the Court of Appeal or civil courts. Cases that require representation are referred on to other providers with the appropriate contract. CLA providers who possess a Unified Contract (Civil) enabling them to undertake Licensed Work in employment may apply to progress the case further if the client is within their procurement area. Please see the Specification at Annex 5, paragraph 4.28.
Q16	As a firm that does not currently hold the SQM in respect of employment law, we understand that under the SQM application process, the starting point is a desktop audit. If a firm fails at that level, we understand that there is then normally a process whereby any deficiencies can be remedied and the application effectively re-submitted. The timetable for decision making on the tender process is a relatively tight one. Will sufficient resources be available within the LSC department responsible for processing SQM applications to ensure that the SQM application process keeps pace with the tender decision making process.
A16	<p>We will allocate resources to enable the processing of SQM applications to be consistent with the requirements of the tender process. For further information on the SQM application process and timings in relation to the tender process, please see section 2.B.3 of the ITT. This clarifies that:</p> <p>"It will be a condition of any award of a CLA Contract that, where it has not already done so, the organisation must pass the desktop stage of the SQM in the appropriate categories of law in each office where the service is to be delivered, prior to the service commencing.</p> <p>If you are successful in being awarded a CLA Contract, between the award and the start of the service, we will then conduct an internal, paper-based audit of the documents (known as a 'Desktop Audit') and your SQM office manual to determine whether you pass the first stage of the SQM application process. We reserve the right to conduct further enquiries as to suitability, or to audit new providers within the duration of the CLA Contract, where appropriate."</p>
Q17	Please provide a copy of the monthly reporting sheet.

A17	A copy of a “Blank Reporting Sheet” used under the current CLA contract is attached. Please note this may vary slightly under the new contract. Please also see A8 above.
Q18	Please provide the format of the Equality and Diversity Contract Report Forms.
A18	We do not currently have an Equality and Diversity Contract Report Form but we may in the future create and send such forms for providers to complete. Should this be the case, providers would be given a reasonable period to complete and return the forms. Clause 5.6 of the Standard Terms published with the ITT gives examples of the type of information which we might require.
Q19	We have an SQM in the categories of law we are applying for. We do not have an SQM in the location we will deliver the service from. Do we need to submit the paperwork for that office location?
A19	Yes. Please see also section 2 B.3 of the ITT which clarifies this requirement further.
Q20	The Allocation of Work section 3.8 says that at least 2 balanced CLA contracts will be awarded in Housing and Employment. We are able to deliver the full number of hours. Should we state the full 23,000 hours in our bid even though we will not be allocated this many?
A20	<p>Applicants should bid for the minimum and maximum number of hours they would be willing to provide in each category of law they are tendering for.</p> <p>Please see the guidance in section 3.8 of the ITT: “We may offer you anything between the minimum and maximum hours you have stated on your Price Bid Form. We will not offer you less than the minimum number of hours you have tendered for, and any tenders which state minimums greater than the contract hours we wish/ have available to award will be disregarded. Applicants are therefore advised to be careful not to set their minimum hours too high”.</p> <p>In the categories of employment and housing, in particular, we are unlikely to award just one contract in each category. You may, therefore, choose to bid for the total number of hours available (as your maximum) in these categories but should be aware that you are unlikely to be awarded this many hours (assuming we receive more than one acceptable tender in these categories).</p>

Q21	We will bid to provide 3 categories of law. Do we need to have 3 separate telephone numbers established for the operator to refer through on?
A21	Please see section 2.A.3 of the ITT, specifically the text relating to front door and back door numbers (page 9) and resource requirements (page 10). Please also see the Specification, Annex 5, section 2.
Q22	Where a client has a need for e.g. housing and debt advice can we deal with this under the same telephone call (assuming our adviser has the necessary knowledge) or can we refer internally?
A22	<p>If you have a contract covering both categories of housing and debt, you may either (a) advise the client on both matters within the same team (if e.g. your advisers are multi-skilled in two categories) or (b) refer the client internally from your debt team to your housing team.</p> <p>If you only had a contract in housing, you would refer the client back to the Operator Service, who would check that the debt case was in scope (the client already being eligible) and then refer the client into the debt call plan, for the call to be answered by a debt provider.</p>
Q23	Do you require an Equality and Diversity policy for Subcontractors as well?
A23	Yes. Please see section 2.C.2 of the ITT and the corresponding guidance at section 1.4 of the Tender Form.
Q24	Do you require a Data Protection Policy for Subcontractors as well?
A24	Yes. Please see section 2.C.2 of the ITT and the corresponding guidance at section 1.4 of the Tender Form.
Q25	What confirmation/evidence do you require for organisations to demonstrate fulfilment of legal obligations related to payment of tax liabilities as outlined in Section D1 of the Essential Criteria?
A25	Please note section 4.1 of the Conditions of Tender within the ITT which includes an obligation on applicants to make sure their Tender Documents are accurately completed. If you can answer “yes” to this criterion then that is sufficient; you do not need to

	provide any additional confirmation or supporting evidence.
Q26	Do you require the Health and Safety Policy for Subcontractors as well?
A26	Yes. Please see section 2.C.2 of the ITT and the corresponding guidance at section 1.4 of the Tender Form.
Q27	Do you require audited financial accounts for bidders and any potential subcontractors?
A27	No.
Q28	Will the offer of a cheaper hourly rate be regarded more favourably by the LSC?
A28	Not necessarily. Please see section 3.7 of the ITT on “scoring system and assessment of tenders”. In particular, please see Stages 4, 6 and 7 of that process. We wish to balance quality against price on a 60/40 basis. Note, also, the following section on “interviews and tiebreak situations”.
Q29	Will the offer of early service implementation be regarded more favourably by the LSC?
A29	Please see section 2.A.3 of the ITT – “contract term” on page 10. The intended contract start date is 1 April 2009. As we anticipate that these services are required urgently – particularly employment – we may agree an earlier start date with successful applicants who wish to do this, but this will not affect the evaluation of tenders.
Q30	Is it possible to tender for a contract which involves being available to operate the service on the basis of fewer hours each week than indicated in para. 2.A.3. ("opening hours") at p.9 of the Invitation to Tender? So, for example, could an Applicant bid for a contract to provide- a) A service in respect of certain categories of law only on Mondays, Wednesdays, Fridays plus Saturdays (i.e. not on Tuesdays and Thursdays)?

	<p>b) A service in respect of certain categories of law on Mondays through to Fridays plus Saturdays, but only between 9.00 a.m. to 1.00 p.m? (i.e. only in the mornings and not in the afternoons)?</p> <p>c) A service for, say, Employment advice only on Mondays and Fridays, for Housing on Tuesdays and Wednesdays and Welfare Benefits and Debt on Thursdays and Fridays?</p>
A30	<p>The opening hours of the service are stated in section 2.A.3 of the ITT. Applicants should only submit a tender if they are prepared to operate the service during those opening hours. Tenders <u>cannot</u> be submitted on the basis of (a), (b) or (c) above – or on the basis of any other variation to the published opening hours.</p> <p>As described in section 2.A.3, the LSC operates a rota system for front door calls (i.e. calls from new clients). It would be too complicated and time-consuming to devise a rota for providers based on them wishing to operate on only particular days, during particular hours, in particular categories of law. Providers' rota commitments are based on providers' contract size per category of law. A provider with a contract for a large number of hours in housing will, therefore, be given more rota slots than a provider with a contract for a smaller number of hours.</p> <p>For further information on rotas, please see the Specification - Annex 5 of the CLA Contract – section 2, paragraphs 2.38 – 2.43. See also section 2 of the Specification in general regarding front and back door calls, and note that the opening hours apply to back door call answering too (which is a KPI, along with front door call answering).</p>
Q31	<p>If the Provider has to make themselves available to provide the service at all times during the stated "opening hours", how can a Provider with a contract to provide a relatively small number of hours be certain that that there will not be large tracts of time each week when they have to be 'on call' to provide the service but do not have any referred calls to deal with?</p>
A31	<p>As stated in A30 above, the rota slots are allocated according to contract size. We would not expect a provider with a small contract to be 'on call' waiting for new front door calls that do not arrive. Rotas are calculated according to the LSC's figures for the demand for the service, as we know what the busiest times are (e.g. lunchtime peak). We can revise the rotas if we find that e.g. certain evenings are very quiet.</p> <p>In any event, we would not expect advisers to be sitting idle at any time. If advisers were logged into the front door call plan, but no calls were coming through (highly unlikely), those advisers could be working on paper-based casework (i.e. not on the phone). In practice, however, we have not found this to be a problem.</p>

Q32	What method is currently used (or will be used) for distributing "front door" calls to Providers, especially to ones who might have contracts to provide a relatively small number of hours?
A32	All advisers logged in to a call plan (according to the LSC's rota) will have calls delivered to them on a "longest idle" basis – i.e. the adviser who has waited the longest since completing a call/ logging on will be first in the queue for the next call.
Q33	Is it intended that there should be a relatively small number of larger-scale providers who will be given contracts to deliver a large proportion of the overall hours, or is it expected that there will be a number of 'smaller' providers who will prove to be successful in bids to provide a service for a relatively small number of hours?
A33	Please see A9 and A20 above.
Q34	Is the profile of the total number of successful providers (and the size of their contracts in terms of the number of contracted hours) likely to be different across the various categories of law?
A34	Please see A9, A20 and A33 above. We would also invite you to look at the number of hours on offer in each category of law across both the English and Welsh law service. How many providers we award contracts to in each category depends entirely on the quality of tenders we receive.
Q35	Is an applicant likely to be successful if they bid for just one or two categories of law as opposed to all four?
A35	Please see A3 above and sections 3.7 and 3.8 of the ITT.
Q36	To what extent is it intended to ensure a geographical spread of successful contract providers?
A36	There is no intention to ensure a geographical spread of providers. Current CLA providers are based all over England with one in Wales. Providers will take calls from clients based anywhere, depending on the contract they are awarded (English/ Welsh law; English/ Welsh language).
Q37	Is the location of the provider relevant at all with regard to - a) the decisions as to which tender applicants prove successful?

	b) the determination of which "front door" calls are referred to which Provider?
A37	No. See A36 above. For example, applicants wishing to provide advice in Welsh law do not have to be based in Wales, as long as they can meet the criteria relating to Welsh law and, if they are tendering for the Welsh language service too, the criteria relating to Welsh language.
Q38	<p>Regarding the work that is available for tender (2.A.4, English law service page 11 ITT and Welsh law service page 12 ITT):</p> <p>a. Can an organisation successfully tender for all 4 categories of law in both English and Welsh language but not have a Welsh speaking advisor at the time of the tender?; (instead having the intention to advertise for such a person) and of course subject to meeting the essential and selection criteria etc.</p> <p>b. If the answer to a. is yes, is there a deadline for having a Welsh speaking advisor in place if successful?</p> <p>c. What would happen if a Welsh advisor could not be obtained, would the successful organisation lose their contract or would hours awarded in the contract be reduced to reflect the lack of the Welsh advisor?</p>
A38	<p>a. Yes, but note Essential Criterion I relating to staff and Essential Criterion N relating to the start date of the service. These criteria would have to be satisfied in addition to Essential Criterion Q.</p> <p>b. The deadline would be the contract start date, 1 April 2009 (or earlier if agreed with the successful applicant).</p> <p>c. The Welsh adviser's start date would be made a condition of the contract (see Contract for Signature, section 6). If the provider failed to meet this condition, we would have the right to terminate the contract.</p> <p>Please note that when assessing the tenders, we would look more favourably on an applicant who was able to satisfy Essential Criteria I, N and Q at the date of submitting the tender so that we avoided this risk. A tender which demonstrates the applicant does (already) satisfy the Welsh language element by the start date (e.g. by having suitably skilled Welsh speakers in place) will be preferable to a tender which promises to satisfy the Welsh language element by the start date. In the event of a tiebreak, section 3.7 of the ITT states that we could return to the ratings awarded for Essential Criteria G-K inclusive and N and revise the ratings given. In this example, the applicant with suitably skilled Welsh speakers already in place would move ahead of the applicant that promised to recruit such staff by the start date.</p>

	As a general point, as to whether an applicant will be successful, please refer to sections 3.7 and 3.8 of the ITT.
Q39	<p>Regarding Welsh Law Service page 12 ITT:</p> <p>a. Would you expect an organisation who tenders for this service to have a background or proven experience in providing advice on Welsh law concerning both housing and welfare benefits?</p> <p>b. If the answer to a. is no, can you clarify whether the provision of suitable accredited training in these 2 areas prior to commencement of the contract would suffice?</p>
A39	<p>a. Yes. Please see Essential Criteria P. Applicants can choose to tender for housing, welfare benefits or both. They will need knowledge of Welsh law and procedures in whatever category/ categories they apply for. In terms of background and proven experience in Welsh law in the category/ categories applied for, this is covered by Essential Criteria I and J (and N where relevant) – i.e. experienced staff must be in place by the contract start date.</p> <p>b. N/A.</p>
Q40	<p>Regarding Structure of the CLA Contract , page 15 ITT</p> <p>a. Panel 2: Please confirm whether “LSC’s Unified Contract (<u>Crime</u>) Standard Terms” is correct as we would expect it to be based on the Civil unified contract.</p> <p>b. Panel 5: Please confirm where the “additional requirements and definitions for telephone services can be located”.</p>
A40	<p>a. Yes this is correct. This information was given for general information purposes only as it is the Standard Terms published with the ITT which apply to any tenders submitted.</p> <p>b. These are on the LSC website and are currently located at: http://www.legalservices.gov.uk/docs/quality_mark/SQM_Additional_Requirements_and_Guidance_for_Telephone_Services.pdf</p>
Q41	Regarding Location 2.B.4. Can you clarify whether it would be accepted for some or all the supervisors to be in a different location than the advisers as long as the IT requirements and telephone connectivity were managed appropriately and the

	supervisors met the category specific supervisor standards?
A41	Please see Essential Criterion H on IT and telephony. Also Essential Criteria I and J relating to staff and staffing levels. Please note that in the event of a tiebreak, section 3.7 of the ITT states that we could return to the ratings awarded for Essential Criteria G-K inclusive and N and revise the ratings given. In this example, it is likely that an applicant with supervisors working from the same site as the advisers would move ahead of an applicant where all the supervisors were working at a different location to the advisers.
Q42	Regarding procurement 3.3. Is it possible to elaborate on what information would be required from the organisation concerning completion of the optional Procurement Monitoring Form in order to assess whether we wish to request it;
A42	The Procurement Monitoring Form is included at Section Four of the Tender Form and we ask all applicants to complete it. Please note that the form is purely for our internal monitoring purposes (as explained in the introductory paragraph to the form) and that any information you provide will be kept confidential and will not affect your application.
Q43	Regarding 4.2 page 34 ITT, what information is required to be in the call plan?
A43	The information required for the call plan is: adviser's name, adviser's organisation, adviser's DDI and category of law. The call plans stipulated in your Contract for Signature will cover those categories of law and languages successfully tendered for. Example 1: if you had a contract for debt (English language) and housing (English law, English language), the relevant call plans would be English Debt, Wales English Debt and English Housing. Example 2: if you had a contract for debt & employment (English & Welsh language) and housing & welfare benefits (Welsh law, English & Welsh language), the relevant call plans would be English Debt, Wales English Debt, Wales Welsh Debt, English Employment, Wales English Employment, Wales Welsh Employment, Wales English Housing, Wales Welsh Housing, Wales English Welfare Benefits and Wales Welsh Welfare Benefits.
Q44	Regarding 5.1 E. Can you elaborate on which compliance and regulatory rules would apply to this tender?

A44	It is for applicants to ensure that they comply with applicable rules of regulatory bodies. Please see Section 2.C.2 and Section Three of the ITT and Clause 2.8 of the Standard Terms published with the ITT.
Q45	Regarding 5.1 G. Please confirm whether the experience required of managing and delivering a telephone advice service would have to include that obtained through a similar contract with a government or private organisation? Or could it include any legal telephone advice given to clients?
A45	It is up to you to decide what experience you include here. You should select the experience you think is most relevant to the question. However, we would expect applicants to give details of experience gained from similar contracts, be they public or private sector contracts. The words “telephone advice <u>service</u> ” are key here.
Q46	Regarding 5.1 M. Kindly elaborate on the key requirements for an outline growth and delivery plan.
A46	It is up to you how you provide this information, e.g. in plain text or by submitting a spreadsheet showing your proposed timeline. We are looking for applicants to demonstrate how they would expand if we offered them more hours under the contract (up to 50% p.a.). We would be thinking, for example, in terms of timings for recruitment (advisers, supervisors, support staff), staff training, when new staff would be ready to actually start work on the contract (live calls and casework) and provision for accommodation (if not already available).
Q47	Regarding 5.1 O (b) do you require a detailed explanation of our knowledge level for each of the categories of law?
A47	You must show that you have the required knowledge of English law and procedures in the categories you are applying for. As guidance only, you may wish to use/ summarise some of the text you will have no doubt written to answer Essential Criteria I, J, K & N, all of which may be helpful when answering this question.
Q48	Regarding 5.1 P. Does this mean that you can not tender for the Welsh service if no prior experience of providing advice on welsh law in these categories? If an organisation lacked knowledge but were to have a suitable legal advisor in place in time for the contract, would that suffice?
A48	You will have seen Essential Criteria I, J, K, L & N, which will all, in their own way, test whether you have the knowledge and experience we are looking for and whether you will be ready to provide the service by the contract start date. If you did not have the

	required staff and knowledge in place at the tender closing date, but promised to have them in place by the contract start date, you could submit a tender stating this. However, if it came to a tiebreak situation between one or more applicants, we would prefer the organisation that already had the staff and knowledge in place, as this would lower the risk for us.
Q49	Regarding 5.2.1. Would this be sufficiently demonstrated by a description in writing or would documentary evidence be required to support any statements of experience? If so, should this be in a particular format?
A49	It is entirely up to you how to choose to submit the information to support your tender. Please read the notes on paginating any additional pages you attach to your Tender Form. You should include the details you believe are appropriate to the criteria.
Q50	Regarding 1.3 Annex 3 Figure 7. Are you looking to contract with at least one provider in each procurement area and if so will the approximate number of hours listed in this figure for each category of law be apportioned between all 126 procurement areas?
A50	You are referring to Figure 7 on page 51 of the ITT. The Procurement Areas attached to the ITT are relevant only to providers wishing to conduct work outside the scope of the CLA Contract – e.g. Licensed Work/ representation beyond the scope of Legal Help. Please also see ITT sections 1.3 and 2.B.12 and the Specification at Annex 5, paragraph 4.28. Hours under the CLA Contract will not be distributed in accordance with the Procurement Areas. Please see answers A36 and A37 above.
Q51	It would be helpful if you would clarify where the LSC draws the line between "legal representation" which is not covered and "legal help" which is covered solely in the context of Employment Tribunal matters. I have looked at the LSC Funding Code, which acknowledges that there is a significant degree of overlap between legal help and legal representation. The Funding Code states that legal help does not cover the issue of court proceedings and that if a person is to go on the record in court proceedings then an application must be made for legal representation. Please confirm whether legal help covers going on the record in respect of ET proceedings only? It seems to me that it would be appropriate for the provider to be on the record as the client representative to enable the provider to engage in settlement negotiations with the respondent and ACAS on behalf of the client. I am clear that legal help does not cover advocacy before the ET.
A51	The reference to the overlap between Legal Help and Legal Representation in the Funding Code Guidance is concerned with the point at which it may be appropriate to apply for Legal Representation instead of continuing a case under Legal Help, given that Legal Representation can cover work preparatory for the issue of proceedings if the criteria for issue are already met, or the investigation of

	<p>a potential claim; it is not purporting to extend the role of Legal Help into proceedings. Since Legal Representation is not available for the Employment Tribunal, however, the overlap with Legal Help could have no relevance.</p> <p>Essentially, this is a question about the extent of Legal Help. The Funding Code Criteria (1.1) and Guidance (2.4(b)) are clear that the provider cannot conduct court proceedings, go on the record or be the formal representative in proceedings. There is no qualification of this principle in relation to Employment Tribunals.</p> <p>There is, however, nothing in relation to the scope of Legal Help preventing the provider from negotiating on the behalf of the client.</p>
Q52	Please can you give us an estimate as to what % of the contract hours will likely entail taking the initial call (the rota hours) and what % will be casework (i.e. everything else excluding the initial call).
A52	This will vary per provider and per client – e.g. how quick the client is to explain him/herself during the initial call; whether the client needs more attention (e.g. due to difficulties in understanding the information required etc); the complexity of the case and whether the problem can be dealt with in the one phone call as “one off advice”; how busy the service is generally (and whether the adviser takes the details and promises to speak to the client further shortly, when s/he is off the front door rota); how long (post initial call) the case takes to conclude as casework; whether the client submits evidence of means when required (enabling the case to progress for longer), etc.
Q53	To what extent can referrals from the Operator service be tailored to ensure that we receive referrals for telephone advice from our procurement area? This would help us because we would know that we could provide a face-to-face service or carry on certificated work for them if necessary. This is especially relevant in Homelessness cases where being able to send a letter making an effective threat of Judicial Review can make a tremendous difference in outcome for the client.
A53	Please see A36, A37 and A50 above. Whilst we appreciate your point, CLA providers can currently only self-refer cases as Licensed Work in certain circumstances - please see the Specification at Annex 5, paragraph 4.28. We have to strike a balance between CLA providers and the providers that hold a Unified Contract (Civil) in the Procurement Area where the client resides.
Q54	What happens if we have a call direct from a regular referrer such as the CAB, Shelter or an independent advocate? Assuming the client qualifies for legal help can we treat this as a CLA call and charge for it on that basis or can we only claim chargeable time for calls referred by the operator service.

A54	No, in this example you could not treat this as a CLA call and charge for it on that basis. The CLA Contract covers calls referred to the providers via the CLA helpline only (i.e. passed down by the Operator Service).
Q55	Can we provide a more limited service out of office hours or enter into an arrangement with another organisation for it to cover the out of hours service while we cover the normal office hours?
A55	See answers A30 and A31 above. Providers must comply with the rota. See also see the Specification at Annex 5, section 2 regarding the rota and front and back door calls. You do have the option of tendering with a sub-contractor/s.
Q56	Could we start small, say with 1,100 hours and recruit one person to see how well we can make it work to start with?
A56	You can bid for minimum and maximum hours as you wish and we will evaluate the tenders according to the process described in section 3.7 and 3.8 of the ITT. You may think, looking at the various KPIs, that making the contract work with just one adviser in one category of law will not be easy. You may find that you fail to meet certain KPIs in periods when e.g. the adviser is on holiday, on sick leave or undergoing training. This is obviously not ideal for you or us (see KPI Annex 9). In addition, looking at Essential Criteria I, J and K, and Selection Criterion no. 2, you would need to think how you would answer these satisfactorily. However, it is up to applicants to choose the number of hours they bid for.
Q57	If we submit a bid do we have to say that we will be able to provide an advice service for the full period of availability of the service, for example, Monday to Friday 9.00am to 6.30pm or can we say for example, we only wish to provide a service from 10.00am to 4.00pm?
A57	Please see A30, A31 and A55 above. See also the Specification at Annex 5, section 2 regarding the rota and front and back door calls.
Q58	We would like to ask you about the deadline for submitting the above application. Is it Friday 14th November as indicated in the Law Society Gazette on 9th October 2008 or is it 21st November as you are stating on the LSC website?
A58	The tender closing date is the date stated on the LSC website and in the ITT – Friday 21 November at 12 noon. Due to the publication date of the Gazette, we were unable to update the tender closing date before it went to print.
Q59	Please could you clarify the position with regard to sub-contracting? Would it be possible to sub-contract in one category e.g. debt to more than one sub-contractor?

A59	Yes, if you wanted to. Please see Contract Standard Terms 2.6 and 2.7 in particular. Also see paragraph 1.4 in the Tender Form and also complete section 2.2.
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