

**LEGAL SERVICES BOARD**  
**2009-2011**  
**REQUEST FOR APPLICATIONS**  
**FOR APPOINTMENT TO PANEL**

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## **1. INTRODUCTION**

- 1.1 The Legal Services Board is responsible for overseeing some of the most substantial and interesting changes that have occurred and will continue to occur to the legal profession in England and Wales. This document is asking for legal services support to ensure that the LSB's work is carried out correctly, efficiently and effectively.
- 1.2 In this document we outline 4 "classes" of legal activity within which we see the potential need for external legal support. We are still a very young organisation and so our understanding of the precise nature and scope of our needs is still evolving. Therefore, it is inevitable that the scope and anticipated volume of work indicated here may not be entirely accurate as a predictor of actual work volumes over time. In particular, our anticipated need for legal support on litigation related matters is dependent to a high degree on the future behaviour of third parties which is not yet discernable.
- 1.3 We are inviting applicants to respond to any or to all of the areas covered in this document. We have specified our expectations on process and on contractual terms in this document. These expectations are set around what we expect to be reasonable for a medium to large sized supplier of an appreciable volume of our needs to us to agree to.
- 1.4 We recognise that smaller providers, individuals and not for profit organisations may find some of these provisions difficult. We will therefore consider reasoned requests to depart from what we have indicated as part of our overall assessment of the suitability of respondents to supply.
- 1.5 We will seek to ensure that we balance the benefits gained from departing from our standard arrangements against the detriments caused by those departures so that we treat all respondents substantively fairly.
- 1.6 This exercise is intended to provide us with legal support until March 2011.

**Bruce Macmillan**

**General Counsel**

**Legal Services Board**

## 2. BACKGROUND

- 2.1 The Legal Services Board (the “**LSB**”) was created as an independent non departmental public body by the Legal Services Act 2007 (the “**LSA**”). The LSB is currently gaining its powers under the LSA and expects to be fully functional in early 2010.
- 2.2 The LSA identifies presently eight “Approved Regulators”<sup>1</sup> of six different “Reserved Legal Activities”<sup>2</sup>. A person can only conduct one of the Reserved Legal Activities if they are licensed to practice by an Approved Regulator. The LSA provides mechanisms for adding and removing both Approved Regulators and Reserved Legal Activities.
- 2.3 The LSA requires the Approved Regulators to exercise their regulatory roles in order to ensure that the Regulatory Objectives and Professional Principles specified in the LSA are met and that all regulation is carried out in line with Better Regulation principles.
- 2.4 The LSB is charged with acting as the oversight regulator of the Approved Regulators to ensure that those regulators meet their obligations under the LSA.
- 2.5 The LSA creates an Office of Legal Complaints (the “**OLC**”) which will take over the conduct of service quality related consumer complaints about lawyers during 2011. The LSB will have a supervisory role over the OLC.
- 2.6 The LSA charges the LSB with ensuring that Alternative Business Structures - ownership models other than self employment or partnership for legal services providers - are made possible.
- 2.7 The LSA also makes future provision for the oversight regulation by the LSB of claims management and, potentially also immigration advice and immigration services regulators.
- 2.8 The LSB has a headcount of approximately 35 (including a general counsel and a legal advisor) and an anticipated first year budget of £4.5m to cover all operating costs incurred.
- 2.9 The LSA requires the Approved Regulators to raise funds by way of levies on the practising certificate fees of their licensees which are sufficient to pay for the operating costs of the LSB and the OLC (the OLC will also be part funded by fees paid by lawyers whose clients take complaints about them to the OLC). These funds are collected by the LSB and remitted to HM Treasury. The LSB and the OLC are then funded to the level of these collected funds by their sponsor department, the Ministry

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<sup>1</sup> Currently: The Law Society, The General Council of the Bar, The Master of the Faculties, The Institute of Legal Executives, The Council for Licensed Conveyancers, The Chartered Institute Of Patent Attorneys, The Institute of Trade Mark Attorneys, The Association of Law Costs Draftsmen.

The Association of Chartered and Certified Accountants (ACCA) and the Association of Chartered Accountants of Scotland (ICAS) have also successfully applied to become Approved Regulators of Probate Activity

<sup>2</sup> Currently: Rights Of Audience, Conduct of Litigation, Reserved (property) Instrument Activities, Probate activities, Notarial Activities and Administration of Oaths. Provision of Legal Advice is not a Reserved Legal Activity but most such activity will still be regulated through the obligations of several of the Approved Regulators to regulate the Reserved Legal Activity and other lawyer like activities.

Of Justice (the “**MoJ**”). The net effect of this arrangement is that the LSB and the OLC are paid for by the profession and there is no net cost to the taxpayer.

- 2.10 Further details about the LSB and its business plan can be found at [www.legalservicesboard.org.uk](http://www.legalservicesboard.org.uk).

### **3. AUDIENCE FOR THIS DOCUMENT**

- 3.1 This document is intended for all people who might be able to contribute reliably to the LSB’s legal needs and who can show demonstrable and relevant technical competence, qualifications and compliance to relevant professional rules (where applicable).
- 3.2 The LSB’s goal is to be able to select appropriate, competent and cost effective legal providers. The Regulatory Objectives specified in the LSA also require the LSB to promote competition in the provision of services and to encourage an independent, strong, diverse and effective legal profession.
- 3.3 Consequently the LSB is keen to have the opportunity to consider applications from a diverse range of competent providers and not merely from those who might traditionally have been perceived as the prime source of a particular type of legal provision.
- 3.4 In particular the LSB wishes to encourage applications from the academic and the governmental sectors and from overseas based lawyers where appropriate and permissible (for example, but not only, in relation to legal research, public law and European law considerations).
- 3.5 While we would welcome bids from applicants in respect of any one of the classes of activity described below, our preference would be for bids to cover several or all of those activities. Should such a bid only be possible by way of a consortium then we would welcome this approach. For example, it might be possible that a consortium could operate by having a single firm or person acting in a coordination role for a number of other providers all of whom would serve on the LSB’s panel. From the LSB’s perspective, being able to deal with a single point of contact is desirable.
- 3.6 In making selections the LSB must select the most appropriate providers for the needs from those who have applied. If the LSB decides to select traditional providers in any areas, it is the LSB’s hope that this will have been because those providers were demonstrably the best suited to the role and not simply because of a paucity of applications from other potentially capable providers.

### **4. OVERVIEW OF ANTICIPATED REQUIREMENTS**

- 4.1 The LSB anticipates that it will require external legal support in respect of the following four classes of activity:

#### **A: Operational Legal Support**

The LSB is a discrete legal entity that occupies its own premises, hires its own staff and manages its own procurement and service provision contracts. Consequently, the

LSB legal team has to advise on all of the usual areas affecting a small organisation and also on those areas affecting independent non departmental statutory bodies.

The LSB legal team will expect to handle the majority of the work in this area itself but is likely to need ongoing small inputs of legal advice on particular issues and specialisms which are not within the core, everyday competence of the internal team – a hypothetical example of this might be advising on the interplay of public and private sector requirements around an insurance clause in a property lease.

It is anticipated that this need would be best served by a telephone/email “helpdesk” facility i.e. on demand access to legal specialists with sufficient experience and competence to absorb a limited fact set and give a very prompt and brief answer possibly verbally or as a “10 line” email.

### **B: Overflow Support**

The LSB legal team comprises two lawyers. It is likely that periodically the LSB legal team will need ‘overflow’ legal support either on a discrete piece of work.

We would also like to have in a place a rolling secondment scheme whereby an applicant would commit to second suitably qualified lawyers on a rolling four month basis. In particular we would like to have secondees both to assist the legal team and also to assist specific policy teams. Accordingly, it is likely to be the case that there will be more than one secondee at the LSB at any one time. Further, we will consider secondees at any level of experience and would expect applicants to charge only on a cost recovery basis.

### **C: Analytic Legal Support**

The LSB legal team also has to interpret and apply the LSA; the legislation affected by it; and the legal concepts contained within it. The LSB must do so correctly in an environment where there will be many very interested and well informed stakeholders who may not always fully agree with the LSB’s interpretation and application. This support is likely to be split into:

**(“Factual Advice”)** (for example, *“scope of the term ‘damages’ at common law and in statute”*);

**(“Research”)** (for example, *researching a large volume of cases on a relevant legal issue ”*); and

**(“Assessment”)** (for example *“a view, based on case law, statute and best practice on whether a proposed action is ‘proportionate’*”).

We also anticipate that we will have a specific need for UK and EU procurement advice as our organisation grows.

### **D: Litigation Support**

The environment in which the LSB operates is potentially contentious. Consequently, the LSB may need both to commence legal proceedings and/or to defend them over time. The LSB recognises that the most likely form of legal action to be commenced against it would be judicial review. In this context, the LSB will need to focus particularly on:

- seeking to ensure that it understands and controls its exposures to any such review both in its day to day operations and in its public comments and interactions; and
- having a team, and a plan detailing resources, costs and processes in place to address any serious threat of or actual attempt to judicially review (or bring any other form of court action against) the LSB.

## 5. FUNDING

- 5.1 The LSB's legal budget comes from within the overall budget granted to it by way of the levy as indicated in the Background section. The MoJ will fund any judicial review activities discretely from this budget.
- 5.2 Both sources of funding are limited and closely scrutinised. Consequently all procured supplies will need to be demonstrably and transparently necessary, efficiently supplied (both in relation to advice and administration such as invoicing) and should represent good value for money.

## 6. PROCUREMENT PROCESS

- 6.1 The purpose of this exercise is to identify a single legal service provider or a short list of preferred legal service providers ("**Providers**") from across all legal disciplines and structures (including, government, not for profit, academic and overseas based providers) for each of the anticipated requirement areas outlined above (and documented in more detail below) which can be called upon if or when appropriate.
- 6.2 If possible a short list approach is preferred to ensure availability and to allow ongoing comparison between Providers. This means that exclusivity and volume based commitments will not be possible.
- 6.3 The individual pieces of advice commissioned will be low value (below £50,000 per project) and so it is not necessary to run a formal public procurement exercise as such contracts are exempt from those processes under the Public Contracts Regulations 2006 .

## 7. ANTICIPATED VOLUME OF WORK

- 7.1 At this early stage in the LSB's life it is not possible to predict with certainty the level of work that will be required but it is likely that outside of complicated Analytical Legal Support projects, Overflow Support and Litigation Support, the volume of work will be small. The LSB therefore recognises that volume based economies are only likely to accrue within these three areas.
- 7.2 However the LSB also regards the work areas with which it is involved as being particularly unusual and potentially interesting and hopes that potential Providers would nonetheless be keen to assist with our work.
- 7.3 As guidance, where a Provider already has agreed rates in place with central government under the Catalist programme then we would expect like for like rates to be no higher than the rates quoted in that scheme. Similarly, if a Provider is a member of the Attorney General's Panel of Counsel we would expect to be charged at the same rates.

## 8. IN WORK ADMINISTRATION EXPECTATIONS

### A: Principles

The LSB needs to strike a balance between demonstrably efficient and transparent cost control and administrative burden – especially on smaller matters. Some of the LSB's work may be relatively unusual both for the LSB legal team and for the Provider. Consequently, the LSB is keen that there is a clear, shared and documented understanding of what is required on each project and that this is in place before any work commences.

In the event that urgent legal advice is required this will be addressed by, initially, agreeing small blocks of work to deal with the issue and then working out a proper overall project plan to completion.

Providers will need to have a competent time recording process (albeit possibly a simple one for small providers) and be prepared to share the contents of this process with the LSB as part of the draft invoice review process. The LSB will assume that:

- any hourly based charging will be based on 5 or 6 minute units;
- units of time spent on education of junior staff/correction of learning errors will normally be written off both the senior and the junior person's time record as this is an indication of an inappropriate staffing selection;
- Providers will seek to minimise staff change on our account and to build proactively a knowledge base on the LSB and its work on an ongoing basis to reduce reading in costs/efforts. Consequently there will be no general reading up time charged for except where a new legal discipline is being considered for the first time;
- Providers will always delegate work to the most cost effective and competent staff to do the work. Providers may elect to provide more than competent staff on a matter but, if they choose to do so, then they will only charge for them at the level applicable to competent staff;
- pure administration work (including preparing estimates, invoices etc) is part of overheads and should neither be charged for nor done by qualified staff. In the event that a particular project is unavoidably administration heavy then administration grade staff may be quoted for and charged for on a strict cost recovery basis.

Efficient administration supporting any legal advice provided is crucial. The LSB legal team has very limited resources. It is a false economy if LSB lawyer time saved by outsourcing a specific piece of legal work is then wasted on the lower value activity of resolving weaknesses created by Provider's administration processes around that work. Providers will be encouraged in their interactions with the LSB always to value LSB legal time at the same rate as that of their most senior contact person on the matter and to respect it accordingly and will be required to nominate a lead administrator to liaise with the LSB legal team administrator to ensure efficiency.

The LSB is enthusiastic about using efficient working methods and credit will be given for proposals that use genuinely efficient, user friendly and adequately secure methods

of working such as working jointly through shared secure extranets, use of business process outsourcing etc.

The LSB accepts that urgent work and tight externally imposed timelines sometimes impose early morning, late evening and weekend work on Providers' staff. However, the LSB also recognises that such working conditions, especially for more junior staff, may be less efficient and may create a prejudice to quality and/or increased risks in the work performed.

These negative exposures will normally be avoidable because properly managed legal resources and correctly sized teams should be able to manage workload within normal working hours on weekdays. The LSB will therefore normally expect that Providers will be able to demonstrate that any LSB work was done within core working hours unless otherwise agreed in particular circumstances.

## **B: Intellectual property rights**

There is a possibility that there will be a small volume of work that the LSB seeks to commission that will be "unique", for example research into the meaning of a specific legal issue in the LSB's particular context as opposed to analysing an aspect of the LSB's property lease would not be unique

The LSB's view is that both the Provider and the LSB will have intellectual property rights over any unique material and that both parties should be entitled to benefit from its use.

We would expect to agree whether a particular piece of work would constitute unique material before commissioning it. It is, however, possible that a piece of work only becomes identifiable as unique after it has been completed. If there is any disagreement about classifying such work as unique then the dispute resolution procedures in the framework agreement will apply.

Any work product that is not unique will be provided to the LSB on the basis of a perpetual irrevocable licence to use and adapt as the LSB sees fit without further charge, subject to any reasonable restraints on the use of trademarks, credits and other discernable associations of origin from the Provider. The LSB will allow the author to assert their rights of authorship.

## **C: Communication style**

All communications with LSB should be in a "Plain English" style and be written with sufficient clarity and brevity such that the LSB Legal team can share them if needed with non lawyers in the senior management team and/or board if necessary. The LSB would normally expect summary advice to be provided within one A4 page under headings of "request, considerations, response/recommended" actions or similar.

A fuller more legalistic analysis may also be required on some work. The LSB accepts that there will be limitations to this approach with reference to formal documents such as court filings that may need to follow certain protocols.

Where a substantial or very complex report or piece of advice is anticipated then the Provider should identify this fact to the LSB before doing the work and the format and content can be agreed to ensure that there is maximum efficiency in its preparation and usability.

The LSB may elect to summarise advice into a draft Powerpoint presentation, internal briefing note or email and ask for confirmation/correction of content and/or for a summary of key concerns/risks surrounding the underlying advice and/or the way that it has been summarised. Providers should be comfortable that they can work in this way.

#### **D: Professional Indemnity Cover**

The LSB's Audit and Risk Committee normally requires sole contractors to carry £1,000,000 of professional indemnity cover and organisations to carry such levels of cover in excess of this as is commensurate with their size.

#### **E: General Process**

The LSB would typically expect to operate within the following basic process for most matters (specific exceptions are identified further below):

- 1: All shortlisted providers will enter into a framework agreement with LSB according which quotations will be prepared, individual work orders agreed and carried out. A draft framework agreement is attached as Schedule 1 to this document.**
- 2: Email based request for quote** from the LSB itemising:
  - issue;
  - need;
  - timing of work; and
  - time within which a quote is needed.
- 3: Acknowledgement and provision of estimated time for delivery of itemised quote** within one working day. Unless otherwise agreed, the normal expectation for a fully itemised quote to be issued is five working days. Shorter periods may be requested on urgent matter and extensions may be granted on complex matters.
- 4: Itemised quotation including fully itemised draft "work plan"** except as provided below in Part F, ("Special Exceptions"), this quotation may be for either fixed fee or capped fee. Generally, the quotation and work plan should be broken down into stages of activity with each stage itemised by:
  - anticipated staff member(s) to do the work (with a relevant summary profile for each staff member who has not worked on an LSB matter before);
  - the reason why such staff member(s) are the most appropriate person(s) for the work (typically we would expect this to be that they are most cost effective competent person);
  - the amount of time that it is anticipated that it will take them to do the work; and
  - the total cost of that phase.

This exercise should be done even on fixed fee work to demonstrate the value offered.

Each stage of activity should normally comprise a discrete block of work at the end of which outputs can be assessed and next steps agreed or the matter

discontinued. In most cases a block of activity should not exceed 10 hours of working time.

In litigation matters the key points at which a tactical decision (such as to discontinue) should be made should be identified together with the relevant reasons explained so that it is clear what cost, resource and tactical implications would be involved in each option that can be taken at that stage.

By way of illustration we would expect an itemised work plan to look broadly as follows:

*“Stage one: Research into Commonwealth law reports on online search tools to identify relevant cases & collate summaries of those cases onto a word document table:*

*Senior Paralegal researcher (our most cost effective trained staff member for database searching when it involves assessment of relevance of materials searched for as opposed to simply a key terms search) five hours of online research and two hours of compilation at [£x]/hour*

*Six year PQE lawyer (sufficient knowledge and skill to test the accuracy and completeness of the research and to summarise the material. Senior enough not to need higher level re-review of work before release of it to you) 30 minutes of supervision of paralegal and one hour of proof reading and summarisation at [£x]/hour”*

Anticipated rechargeable disbursements, including on the use of subcontracted legal or non legal providers and on court or other fees, must be itemised and agreed in advance of commitments being made to the third party.

For the avoidance of doubt the timing, payment terms and method of settlement of such disbursements are solely the Provider’s responsibility and the LSB terms will expressly exclude the rights of any such party to enforce against the LSB under the Contracts (Rights of Third Parties) Act 1999.

A Provider should ensure that any such third parties selected will not lead it or the LSB into disrepute and should bear in mind that the LSB will make full disclosure of all prime and subcontract provider details publicly available on request under its Freedom of Information Act 2000 obligations unless a good reason is put forward, within the limitations provided by any applicable legislation, prior to work being commenced with the Provider or subcontractor.

The Provider should ensure that any work done by itself or by its subcontractors or agents complies with the Data Privacy Act 1998 and any applicable English government guidance on data privacy and data sharing.

Quotations should include estimated unavoidable disbursements (such as train travel or court fees). The LSB will not expect to pay costs for office administration, stationery, fax, telephone charges etc.

No expenses of any kind which are not included in an agreed quotation or which are higher than itemised in the agreed quotation may be incurred without the LSB’s prior approval.

**5: Review and discussion of quote and issue of revised quote (if needed).**

- 6: Email confirmation of order by the LSB** legal team following which the selected Provider should send the final agreed work plan now called a “work order” because it is in agreed form, confirmation of the agreed price and confirmation that the work order is to be performed under the terms of the framework agreement existing between the Parties
- 7: Commencement of work.**
- 8: On all projects involving more than 10 hours work** an electronic Work In Progress summary will normally be required to be provided at the end of every second week of the project itemising the status of project, work done to date and time worked on the matter until the end of the day preceding the report.
- 9: Possible changes of scope.** Fixed fees or capped fees per project stage are exactly that. Providers are expected to understand fully their area of competence, to clarify points as needed and to identify clearly any assumptions about the work, knowledge of the parties, materials/data/staff access to be supplied by the LSB or others as part of their quote.

Consequently it is expected that changes in scope will only arise from factors that the parties could not reasonably have considered at the time of making the quote and/or as a consequence of the LSB requesting changes to the scope of the work.

Communications between the parties in the course of a work stage will not give rise to a change in scope for which an alteration in agreed quote can occur unless the Provider identifies the change in scope at the time that the proposed change arises; estimates the cost of the incremental work; and the Parties then agree in writing either that the extra work should be done or that the work should continue according to the original scope for the original agreed charge. A mechanism for doing this in an efficient way would be agreed with each Provider.

- 10: invoicing.** Before commencing any work with the LSB a shortlisted Provider must agree the pro-forma and content for their invoices, billing narratives and other supporting documents with the LSB. All subsequently provided invoices will only be validly submitted and accepted if the invoice and the required supporting material conform exactly to such agreed requirements. Any submissions that do not comply will be rejected and will need to be resubmitted.

Accurate and timely invoicing is essential to the LSB and Providers must not create “surprises”. In return for cooperating with this need, the LSB will seek to pay all accepted invoices within 10 working days of receipt and, will in all cases, pay accepted invoices within 30 calendar days of receipt.

Each project will be identified at the outset as either being a “monthly billed project” or an “end of stage billed project”.

For “end of stage billed projects” the Provider may raise a draft invoice for the LSB’s approval only following mutual written agreement that the stage has been satisfactorily completed. For “monthly billed projects” the Provider may raise the draft invoice following the end of the month in question.

The Provider must ensure that all items relating to the phase of the project or the time period are included in the draft invoice as, unless otherwise expressly pre-

agreed in writing, the LSB will only make one payment per month or per stage of the project.

The Provider must raise all invoices, except where expressly otherwise pre-agreed in writing, by the end of the calendar month following the month or stage completion to which the invoice relates. Failure to raise the invoice within this time period and/or to include all relevant material will result in a discount to the LSB on the amounts invoiced.

Draft invoices must include only such fees (including those for pre agreed increased scope work) as have been agreed and such disbursements as have been agreed as above. The LSB will seek to review and approve or return or discuss the content of the draft invoice within 10 working days of its submission. When a draft invoice is approved then a final invoice may be submitted and, provided that it is exactly the same as the approved draft invoice, it will be accepted and paid.

- 11. Service Credits.** Where Provider fails to deliver the agreed work product on time or to the right standard on the first occasion resulting in delay to the LSB and/or extra work by LSB staff and/or loss of credibility on the part of the LSB legal team in selecting the Provider then the LSB may require a reduction in the invoice commensurate with this extra work and based on the assumption that the LSB staff time absorbed is costed on a similar basis to the chargeable rate of the equivalent grade of staff member within the Provider.

Any such reductions would be without prejudice to any rights that the LSB may also have with regard to other direct consequences of the non performance and/or to any liabilities that may result from technical errors or omissions in the advice itself.

- 12. End of project debrief.** Both parties should be proactive in identifying and suggesting ways in which the working relationship on a project, and generally, can be improved on an ongoing basis.

In addition the LSB would normally expect to have a telephone, email or meeting based debrief (format and level of detail depending on the size of the project and the quality of the execution) following each piece of work (or project phase on large long-running projects) through which both parties can give open feedback on their own learning from the project and guidance on how the other party could improve efficiency, quality of interaction, cost and timing control on subsequent projects.

#### **F: Special Exceptions**

- 1: Secondees:** The LSB is keen for secondees to work within the LSB legal team – normally for a period of 2-4 months to work on providing general legal advice, research and support to the organisation. The LSB would expect any such staff to be billed for on a cost recovery basis only. Any such secondees would be invoiced monthly in arrears.
- 2: Helpline:** The LSB would be keen to have proposals for a helpline/help email service for some of the advice areas listed below either on a fixed cost per episode or flat retainer per month basis. Rules around what would be included within any such scheme (complexity/duration/number of contacts/hours per month etc) should

be outlined in any such proposal. Any such provision would be invoiced monthly in arrears.

- 3: Research based advice:** The LSB would consider prefunding pre-agreed direct costs of research (including subsistence based academic research grants) for work that is being offered on a not for profit basis. The LSB may require invoice credits as a condition of allowing a Provider to reuse research work performed for the LSB in other contexts.

**G: Communication authority**

Unless expressly otherwise agreed in writing with the general counsel, only a member of the LSB legal team or the chief executive officer has the ability to commit the LSB and/or to make changes to the scope of the work requested. The Provider should identify clearly all of the staff who have the ability to commit it and on what topics those staff can make commitments.

## 9. WORK AREAS

The LSB Anticipates needing supply of the following legal services

Legal area (number of crosses= anticipated volume x= low xxx= high)	1:Operational Legal Support		2:Overflow Support				3: Analytic Legal Support		4: Litigation Support
	Helpline/ email	Drafting/ general advice	Secondment	Research	Factual Advice	Assessment			
Property	x	x							
Public Procurement	x	x							
General Commercial	xx	xx	xx						
Employment	x*	x*							
European Law	x	x		x	xx	x			
UK and EU competition law	x	x		x	xx	x			
Public Law English	x	x		x	x	xx			
Public Law Welsh	x	x		x	x	x			
Constitutional and Administrative law				xx					
Parliamentary process and procedures				x					
Drafting Statutory Instruments and rules	x*	xx*			x*	x*			
Judicial review	xx	x		xx	x	xx		xx	
General litigation	x	x			xx	xx		xx	

<b>process</b>							
<b>Public international law/conflict of laws</b>		X		X	X	X	
<b>* Current Provider will be used until at least January 2010 – indications of competence requested for re-review at that stage</b>							

## **10. TENDER PROCESS AND TIMETABLE**

### **10.1 Process**

- 10.1.1 All questions about the process must be communicated via email with [Mahtab.Grant@Legalservicesboard.org.uk](mailto:Mahtab.Grant@Legalservicesboard.org.uk). All submissions must be made in word or PDF only by email and using zip files for any documents if the total size of the email will exceed 2mb. Physical submissions will not be accepted.
- 10.1.2 Please ensure that your submissions take full account of our communication style preferences – we will use the quality of your presentation as one of the assessment factors.
- 10.1.3 Please note that, unless expressly agreed otherwise all communications and materials tendered (other than rates and personal details of staff not visible on your own published materials) may be made publicly available following the completion of the tender exercise in order to comply with our Freedom of Information Act obligations. If you have good reason to feel that something should not be made publicly available then please discuss and agree this with us before submitting it to us.
- 10.1.4 If you have not had an acknowledgement or receipt to any communication within 2 working days of despatch then please telephone 020 7271 0082.

### **10.2 Timetable**

- 10.2.1 Tender opens: 24 September.
- 10.2.2 Questions and clarification session (including meeting/call if requested for good reasons): 28 September – 16 October (at this stage the applicant should be comfortable that its communications with the LSB with respect to the tender are now subject to the Freedom of Information Act).
- 10.2.3 Deadline for submissions: midnight (UK time) 16 October – late submissions will not be considered unless there is a genuine IT related reason for the lateness or prior written permission has been received from LSB.
- 10.2.4 Consideration of candidates: 16 October – 28 October which may include requesting candidate to attend interview by phone/in person or to answer follow up questions by email.
- 10.2.5 Announcement to selected candidates: 2 November.
- 10.2.6 Agreed public communications/press releases: 4 November.

## **11. CANDIDATE INFORMATION REQUIREMENTS**

- 11.1 Applicants will be expected to provide the following information. Please also note that this information, being “essential information”, will be scored on a scale of one to five in order to help identify a short list of potential Providers:
- 11.2 Confirmation that the applicant has understood and accepted the contents of this document and is prepared, if shortlisted, to work for the LSB on the basis and under the contractual terms contained in this document and the framework agreement attached to Schedule 1 (any proposed variations must be identified and explained – point by point at this stage);
- 11.3 Confirmation that the applicant understands the nature of our organisation and the resulting obligations on us to observe the Freedom of Information Act and the Data Privacy Act relating to public organisations which will result in most information passed between the applicant and the LSB being publicly disclosable – including the application;
- 11.4 Data privacy compliance statement and explanation of how any overseas processing of data would be handled in a way which is compliant with the requirements imposed upon us;
- 11.5 Confirmation that the applicant understands the paramount importance of maintaining the LSB’s reputation as an efficient, effective, and credible oversight regulator whose selection of Providers adds to that credibility rather than detracting from it or creating issues that distract focus and attention from the LSB’s aims;
- 11.6 Declaration, with reference to the previous point, that the applicant knows of no factors that will or might cause the LSB to regret, be embarrassed by or be criticised for shortlisting the Provider and that any factors that will or might arise in future will be identified to LSB promptly and discussed;
- 11.7 Brief summary of the history and general experience of the applicant in the areas applied for;
- 11.8 Summary explanation of why the applicant feels that they are the most suitable party to be included in a shortlist and statement of reasons why the applicant is interested in applying;
- 11.9 Proposed team (including administration staff) including identifying the normal primary points of contact – please include summary profiles highlighting relevant experience;
- 11.10 Proposed rate card – this rate card must be fixed until 30 March 2011 and must cover:
  - the named individuals who you are proposing to work directly with the LSB;
  - the different levels of seniority in your organisation in case other members of your organisation become involved in work over the period;
  - hourly rates, half day and day rates (which should reflect 4 and 8 hours respectively and should be cheaper than the equivalent number of hours at hourly rate);

- any other charging models that you are prepared to offer – explaining how they would work to the LSB's and to your benefit and the contexts in which you foresee that they might be used;
  - a comparison with your Catalist rates if you are a Catalist panellist;
  - a comparison with your Attorney General Panel of Counsel rates if you are on that panel;
  - if you are a not for profit organisation please provide details of what costs you would be seeking to defray in order to do work for us and the basis upon which you have calculated them;
- 11.11 Help desk/help email proposal. Please explain scope of proposal, method of operation, anticipated charges and basis of calculating charges – please model each type of service provision (i.e. commercial advice) on the assumption that there will be 1, 2 or 5 hours of use per month and identify the costs associated with each.
- 11.12 Your operational details including contact staff details, organisation structure details, VAT number (if applicable);
- 11.13 Copy of your diversity policy, details of how it is applied in practice and any relevant diversity statistics (please note that we will publish such data);
- 11.14 Any certifications of competence and high standards/relevant recognitions/ awards i.e. Lexcel, ISO9000, Investors In Industry etc;
- 11.15 Proof of professional indemnity cover and correct professional certificates (where applicable) for all of your team;
- 11.17 Areas of work tendered for – please identify your experience and provide illustrations of the kinds of work that you have done which is comparable to the types of work that you anticipate that we will need;
- 11.18 Identification of any anticipated conflicts of interest likely to arise from working for the LSB and explanation as to how applicant proposes to address them;
- 11.19 Identification of any government contracts currently held (where permissible) and certification of being in good standing in respect of all of them;
- 11.20 Identification of any smart tools or processes (such as secured extranets, e-billing, litigation management and analysis tools, outsourcing or business process improvement processes, online updaters and courses that you could provide to our staff, etc) that you think would be useful for us – identifying the cost of the provision and the ways in which you feel that they will or could be useful to the LSB;
- 11.21 If we ask you to attend a telephone or physical interview to talk through your proposal please can you identify who you would expect from your team to participate in the interview and why?

## Schedule 1 – Framework Agreement