

NEPO513 - REGIONAL LEGAL SERVICES FRAMEWORK (P-006231/C-011462)

ITT Schedule 1 - SPECIFICATION

1. Introduction

- 1.1 Newcastle City Council acting as the Lead Authority on behalf of the North East Procurement Organisation (NEPO) its Member Authorities and Associate Members is seeking to procure a multiple lot Framework Agreement (Contract) for the delivery of Legal Services.
- 1.2 This Framework Agreement (The Contract) will allow the Participating Authorities listed below to access various Legal Services, including but not limited to legal advice and support related to Public/Private Partnerships, joint ventures and outsourcing projects, Development and Regeneration matters, Commercial Matters and Governance.
- 1.3 This Framework Agreement (Contract) is being let by Newcastle City Council for use by the Participating Authorities below:
- Darlington Borough Council, Town Hall, Feethems, Darlington, County Durham, DL1 5QT;
 - Durham County Council, County Hall, Durham, DH1 5UL;
 - Gateshead Council, Gateshead, Civic Centre, Regent Street, Gateshead, NE8 1HH;
 - Hartlepool Borough Council, Victoria Road, Hartlepool, TS24 8AY;
 - Middlesbrough Council, Town Hall, Corporation Road, Middlesbrough, TS1 9FX;
 - Newcastle City Council (Lead Authority) Newcastle upon Tyne, Civic Centre, Barras Bridge, Newcastle upon Tyne, NE1 8QH;
 - Northumberland County Council, County Hall, Morpeth, NE61 2EF
 - North Tyneside Council, Quadrant, Cobalt Business Park, North Tyneside, NE27 0BY;
 - Redcar & Cleveland Borough Council, Redcar and Cleveland House, Kirkleatham Street, Redcar, Yorkshire, TS10 1RT;
 - South Tyneside Council, Town Hall and Civic Offices, Westoe Road, South Shields, Tyne and Wear, NE33 2RL;
 - Stockton Borough Council, Stockton-On-Tees, Municipal Buildings, Church Road, Stockton-On-Tees, TS18 1LD; and

- Sunderland City Council (including Sunderland Together for Children), Civic Centre, Burdon Road, Sunderland, SR2 7DN.

The Framework Agreement (the Contract) is also open to NEPO Associate Members (please see the NEPO website for further detail at www.nepoportal.org)

- 1.4 Tenderers should note that each of the Participating Authorities (listed above) and NEPO Associate Members (please see the NEPO Website) have access to and may purchase Services, across all Lots, as set out in the Specification. The services can be purchased via Direct Award or by Further Competition under the Framework Agreement (the Contract). Following the Direct Award or Further Competition the Participating Authorities and Associate Members above will be responsible for managing the individual Call-Off Contracts. Newcastle City Council will be the overall Contract Manager for the Framework Agreement (Contract).
- 1.5 Tenderers should note that the Lead Authority makes no guarantee that any orders will be placed under the Framework Agreement (the contract).
- 1.6 Prices will be fixed for the initial 24-months of Contract. Providers can submit to the Lead Authority a request for a price uplift in year 3 of the Framework Agreement, for consideration by the Participating Authorities. The Participating Authorities are under no obligation to agree an uplift during the term of the Framework Agreement.

Any uplift request must be submitted with a full financial breakdown and detail of the need for the uplift and must be capped at Consumer Price Index (CPI).

- 1.7 The contract period will commence on the 1 August 2019 for a period of 48 months.

2. TENDER LOTS

- 2.1 The Framework Agreement (the Contract) is divided into the following **12**

Lots:

- Lot 1 – General Requirements – All
- Lot 2 – Specialist requirements – Conveyancing
- Lot 3 – Specialist Requirement – Housing
- Lot 4 – Specialist Requirement – Family
- Lot 5 – Specialist Requirement – Education
- Lot 6 – Specialist Requirement – Prosecutions
- Lot 7 – Specialist Requirement – Licensing
- Lot 8 – Specialist Requirement – Litigation
- Lot 9 – Specialist Requirement – Insolvency
- Lot 10 – Specialist Requirement – Debt Recovery
- Lot 11 – Specialist Requirement – Highways
- Lot 12 – Specialist Requirement – Employment Law

- 2.2 Tenderers have the option of bidding for one Lot or multiple Lots. Providers must be able to demonstrate the ability to deliver all requirements for the Lots that they are applying for as detailed in the specification.
- 2.3 Up to a maximum of six providers will be appointed to Lot 1 – General Requirements. The remaining Lots (Lot 2 to Lot 12) will be ranked and unrestricted.

3. SCOPE

3.1 For each of the Lots listed above, the Participating Authorities are seeking to appoint multiple Providers of Legal Services, to support Internal Legal Teams within each of the 12 Participating Authorities in respect of all UK Jurisdictions. Providers need to deliver any requirements under this Contract within a public body context. Providers will need to deliver any requirement under this Contract within the context of local government law. Providers will need to be mindful of the governance structures and decision-making processes that operate within Participating Authorities.

3.2 Lot 1 – General Requirements_

The lists below (Mandatory and Additional Requirements) are intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under Lot 1 – General Requirements.

3.2.1 Mandatory Requirements_

All Mandatory Requirements listed below (Requirements a - m) **must** be delivered as they relate to the operation of local government.

- a) Creation of new delivery vehicles and shared service proposals
- b) Public procurement
- c) Contracts
- d) Outsourcing
- e) State aid
- f) Restructuring/Insolvency
- g) Planning and highways (including enforcement)
- h) Construction (Including construction disputes)
- i) Tax
- j) Local authority powers and duties in respect of the above
- k) Freedom of Information Act and data protection
- l) Monitoring officer/standard issues (including investigations of alleged breaches of the code of conduct for councillors)
- m) Finance

3.2.2 Additional Requirements

The following list of Additional Requirements are examples of other services that may be required under Lot 1.

- a) Companies and partnerships
- b) Waste projects
- c) Energy projects
- d) Corporate Law
- e) Employment Law
- f) EU Law
- g) Partnership Law
- h) Competition Law
- i) Franchise Law
- j) Projects/PFI/PPP
- k) Development and Regeneration projects
- l) Compulsory purchase orders and compensation
- m) Property (Including commercial and local authority landlord and tenant matters)
- n) Real Estate Finance
- o) Energy and Natural Resources
- p) Food, rural and environmental
- q) Health and Safety
- r) Procurement
- s) Right to Light
- t) Party Walls
- u) Contracts
- v) Employment and Pensions
- w) Charities
- x) Information, Communications and Technology Litigation
- y) Commissioning and Procurement
- z) Financial (Complex and non-complex)
- aa) Insolvency
- bb) Public Law
- cc) Public Procurement Law

3.2.3 Training

It is a requirement of the Participating Authorities that all Providers under Lot 1 make available to the Participating Authorities a minimum of two sessions per annum (a session being a minimum of two hours) of free legal training on relevant and topical issues as requested by the Participating Authorities.

3.3 Lot 2 – Specialist Requirement – Conveyancing

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under Lot 2 – Specialist Requirement - Conveyancing.

Providers wishing to deliver Services under Lot 2 must be able to deliver **a minimum of one of the requirements** below (3.3.1 – 3.3.4).

3.3.1 Commercial

3.3.2 Right to Buy

3.3.3 Residential

3.3.4 Land Registrations

3.4 Lot 3 – Specialist Requirement – Housing

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under Lot 3 – Specialist Requirement - Housing.

Providers wishing to deliver Services under Lot 3 must be able to deliver **a minimum of one of the requirements** below (3.4.1 – 3.4.4).

3.4.1 Anti-social behaviour

3.4.2 Disrepair claims

3.4.3 Landlord and tenant

3.4.4 Litigation

3.5 Lot 4 – Specialist Requirement – Family

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 4 – Specialist Requirement - Family.

Providers wishing to deliver Services under Lot 4 must be able to deliver **a minimum of one of the requirements** below (3.5.1 – 3.5.2)

3.5.1 Children

3.5.2 Adults

3.6 Lot 5 – Specialist Requirement – Education Law

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 5 – Specialist Requirement – Education Law.

Providers wishing to deliver Services under Lot 5 must be able to deliver **a minimum of one of the requirements** below (3.6.1 – 3.6.3).

3.6.1 Academy conversions

3.6.2 Special Education Needs (SEN) mediation

3.6.3 Admissions appeals

3.7 Lot 6 – Specialist Requirement – Prosecutions

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 6 – Specialist Requirement – Prosecutions.

Providers wishing to deliver Services under Lot 6 must be able to deliver a **minimum of one of the requirements** below (3.7.1 – 3.7.2).

- 3.7.1 Trading standards
- 3.7.2 Environmental

3.8 Lot 7 – Specialist Requirement – Licensing

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 7 – Specialist Requirement – Licensing.

Providers wishing to deliver Services under Lot 7 must be able to deliver a **minimum of one of the requirements** below (3.8.1 – 3.8.4).

- 3.8.1 Alcohol
- 3.8.2 Premises
- 3.8.3 Taxis
- 3.8.4 Gambling

3.9 Lot 8 – Specialist Requirement – Litigation

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 8 – Specialist Requirement – Litigation.

Providers wishing to deliver Services under Lot 8 must be able to deliver a **minimum of one of the requirements** below (3.9.1 – 3.9.5).

- 3.9.1 Personal Injury
- 3.9.2 Public Liability
- 3.9.3 Employers Liability
- 3.9.4 Commercial Property litigation
- 3.9.5 Technology and Construction litigation

3.10 Lot 9 – Specialist Requirement – Insolvency

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 9 – Specialist Requirement – Insolvency.

Providers wishing to deliver Services under Lot 6 must be able to deliver a **minimum of one of the requirements** below (3.10.1).

3.10.1 Insolvency of other contracting parties and remedies available

3.11 Lot 10 – Specialist Requirement – Debt Recovery

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 10 – Specialist Requirement – Debt Recovery.

Providers wishing to deliver Services under Lot 10 must be able to deliver a **minimum of one of the requirements** below (3.11.1).

3.11.1 Debt Recovery

3.12 Lot 11 – Specialist Requirement - Highways

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 11 – Specialist Requirement – Highways.

Providers wishing to deliver Services under Lot 11 must be able to deliver a **minimum of one of the requirements** below (3.12.1 – 3.12.3).

3.12.1 Section 278 agreements

3.12.2 Section 38 Agreements

3.12.3 Section 50 Licensing

3.13 Lot 12 – Specialist requirement – Employment Law

The list below is intended to be an indicative list, but not exhaustive of the types of Legal Services which may be required under this Lot 12 – Specialist Requirement – Employment Law.

Providers wishing to deliver Services under Lot 12 must be able to deliver a **minimum of two of the requirements** below (3.13.1 – 3.13.4).

3.13.1 Employment Tribunal Claims

(for example, Unfair dismissal, unlawful deduction of wages, discrimination)

3.13.2 Compromise Agreements

3.13.3 General Employment Law advice

3.13.4 Clerking Employment Appeals Committee hearings

4. GDPR

Description	Details
Subject matter of the processing	This Framework Agreement (the Contract) is a Regional Framework and relates to the provision of Legal Services. This Framework Agreement (the Contract) will enable Participating Authorities and NEPO Associate Members and to access a range of legal services including legal advice and support.
Duration of the processing	The Framework Agreement (the Contract) is expected to commence on the 1 August 2019 for a period of 48 months until the 31 July 2023.
Nature and purposes of the processing	<p>In relation to Service delivery the Provider may be provided with personal data by the relevant Participating Authority when seeking legal services, advice or support.</p> <p>The Provider will: -</p> <ul style="list-style-type: none"> • Use the personal data to deliver the legal support required to meet the requirements of the relevant Participating Authority. • Disclose personal data to other professionals involved in providing services to the Participating Authority by either verbal, paper or secure electronic means including any sub-contractor provided under an information sharing arrangement; • Store the personal data in either paper and/or electronic format; • Ensure they comply with the Clause twelve of the Framework Agreement; • Not erase any personal data.
Type of Personal Data	Name, address, telephone number, date of birth, NI Number, names and contact details social care, education and or health information and history, religious, biometric, professional employees, contractual counter parties, various other 3 rd parties.
Categories of Data Subject	Service Users
Plan for return and destruction of the data once the processing is complete UNLESS	<p>Personal Data to be either: -</p> <ul style="list-style-type: none"> • Returned to the relevant Participating Authority in either paper and/or by secure electronic means; or • Transferred to another provider at the request of

<p>requirement under union or member state law to preserve that type of data</p>	<p>the Participating Authority in either paper and/or by secure electronic means;</p> <ul style="list-style-type: none"> Retained by the Provider only to the extent required by their appropriate registration body.
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5. FRAMEWORK MANAGEMENT

- 5.1 Newcastle City Council as the Lead Authority will be the overall Contracts Manager for the Framework Agreement. There will be 12 points of contact (one from each of the Participating Authorities) who will act as a Contracts Manager for their own Authority for day to day operations.
- 5.2 The successful Provider(s) will be required to provide the Lead Authority at the Intention to Award stage of the procurement process, an appointed Contracts Manager and an appointed Accounts Manager from their organisation to enable the overarching Framework Agreement Contracts Manager, to disseminate to each of the Participating Authorities prior to the Framework Agreement (the Contract) commencing. The Provider's Contract Manager or Accounts Manager must normally be available to meet at the appropriate Purchasing Authorities' premises within five working days of notification to resolve any outstanding issues that can't be addressed by phone or electronic means.
- 5.3 The Framework Agreement Contracts Manager from the Lead Authority will facilitate six-monthly contract management meetings that will have in attendance, the appointed Contracts Manager and Account Managers from the Participating Authorities or appointed representatives on their behalf. There is an expectation from the Lead Authority that the Providers appointed Contracts Managers and Accounts Managers will attend the six-monthly monitoring meetings to review performance.
- 5.4 The individual Contracts Managers for the Participating Authorities and the appointed Contracts Managers from Providers, must have the authority to take corrective action where issues are identified.

6. COMPLAINTS

- 6.1 Each Participating Authority utilising; and each successful Provider appointed to the Framework Agreement (the Contract), will be responsible for dealing with complaints they receive. Each party will address the complaint in line with their own operational complaint's procedure. All parties will be required to submit information in relation to complaints (nature of the complaint, the date, time and location) that has been received and addressed by them as part of the collection of quarterly management information.
- 6.2 Any complaints that can't be addressed by either the Provider or the Participating Authority, should be escalated to the Framework Agreement's

Contracts Manager for investigation/resolution. A telephone number and contact details will be provided by the Lead Authority prior to the commencement of the Framework Agreement (the Contract).

7. RECORDS

- 7.1 The successful Provider(s) will maintain current and accurate records of all services carried out in the provision of the Framework Agreement (the Contract). These records will be open for inspection by the Participating Authorities Contracts Manager or his/her representative at all reasonable times.
- 7.2 The successful Provider(s) are required to maintain management information reports including but not limited to the spend by individual Participating Authority. The successful Provider(s) should make this information available when requested. Providers appointed to Lot 1 shall provide spend reports on a quarterly basis broken down by Participating Authority.

8. TERMS OF PAYMENT

- 8.1 We require a price breakdown for each quotation or invoice. The breakdown must detail all costs associated (including the grade of staff and volume of hours that have been quoted/billed in the total price).
- 8.2 Invoices shall be delivered to the nominated premises of the individual Participating Authority awarding the Call-off Contract. Details will be provided by the Lead Authority post tender prior to the commencement of the Framework Agreement (the Contract). All Participating Authorities will be responsible for payment of their own invoices against Call-off Contracts awarded by them. Any costs in relation to non-payment of invoices will remain the responsibility of the Purchasing Authority and Providers should address this matter directly with the Purchasing Authorities' Account Manager.
- 8.3 The Participating Authorities will require clear processes for invoicing and a dedicated Account Manager to manage invoice queries. Payment terms are 30 days in arrears of receipt of invoice to the correct nominated premises of the individual Purchasing Authority, except when queries arise due to invoice and payment discrepancies when delays may occur.

9. PERFORMANCE INDICATORS

- 9.1 The successful Provider(s) appointed to the Framework Agreement (the Contract) will be monitored throughout the life of the Contract. Performance shall be measured against Key Performance Indicators (KPIs) detailed in the table below.

9.2 The successful Provider(s) will need to adhere to the reporting frequencies outlined within the table below and provide the required information to the Lead Authorities Contracts Manager who will disseminate to the relevant Participating Authorities' Contract Manager.

	Description	Reporting Frequency	Target	Outcome
1	Number of complaints that have been made and resolved against Provider	Quarterly	95-100%	Monitors the Provider's capability to investigate and resolve complaints and allows Provider to demonstrate how they have put procedures in place to avoid repeat occurrences
2	Number of complaints that have had to be escalated to Framework Agreement's Contracts Manager	Quarterly	0-5%	Monitors the Provider's capability to investigate and resolve complaints without intervention.
3	Satisfaction of the Quality of the Training delivered under this Framework Agreement (applicable to Lot 1 only)	Quarterly	85 – 100%	Monitors the overall satisfaction of training sessions delivered as an added benefit under Lot 1 – General Requirement of this Framework.

Table 1.