

Invitation to tender to administer the Legal Aid Agency's Specialist Quality Mark from October 2022: Information for Applicants

Introduction

The Legal Aid Agency ("LAA") is inviting Applicants to tender for a concession contract ("Contract") to administer the LAA's Specialist Quality Mark ("SQM"), from 1 October 2022.

The SQM is the LAA's organisational quality standard designed to ensure that Legal Services Providers are well run and provide good client care. The SQM gives assurance regarding the quality of advice in several ways which, whilst not direct measures of quality, are fundamental to reliable delivery of a quality service and therefore are fundamentally important to the delivery of legal aid services. Compliance with the SQM, or equivalent standard (e.g. Lexcel), is a requirement for Legal Services Providers that have, or are seeking to have, a contract with the LAA for the provision of legal advice funded through legal aid.

The LAA intends to enter into contract with one (1) organisation to administer the LAA's SQM under a licence. On the LAA's behalf, the Licensee will provide the SQM Services, which include auditing and assessing Legal Services Providers that apply for SQM accreditation.

This is an opportunity to administer the SQM on the LAA's behalf directly to the legal services market. There may also be opportunities for the Licensee to grow market share through delivering excellent value for money to Legal Services Providers, effective marketing or further developing the reputation of the SQM. The Licensee will be paid for the Services they provide directly by the Legal Services Providers in line with the maximum prices submitted in this concession contract award procedure (referred to hereafter as "this procurement process"). For the avoidance of doubt, the Licensee will not be entitled to any payment from the LAA under any circumstances.

Connected Entities

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

Submitting a Tender

To submit a Tender, Applicants must register through the LAA's e-Tendering system, and complete and submit a response to both the Selection Questionnaire ("SQ") and the Invitation to Tender ("SQM ITT") for this procurement process by the Deadline.

The Deadline for submitting Tenders is 17:00 on 10 March 2022 (the "Deadline")

This Information for Applicants ("IFA") document:

- i. provides information about the required audit services and the terms of the Contract;
- ii. asks Applicants to submit a Tender in accordance with the rules and instructions set out in the remainder of this IFA (including the general rules of the procurement process at Section 5);
- iii. provides Applicants with sufficient information to enable them to submit a compliant Tender;
- iv. sets out the Award Criteria and evaluation methodology that will be used to evaluate Tenders; and
- v. sets out the overall timetable and (at **Annex E**) a glossary of defined terms.

Before submitting their Tender, Applicants must read this IFA and all supplementary information provided, such as FAQs, in their entirety. Applicants are also strongly advised to read the relevant draft Contract documentation in full to ensure that they understand the full nature and extent of the obligations they are proposing to accept.

Where not defined in the body of this IFA, capitalised terms are defined either in the glossary at **Annex E** or in the Contract.

The LAA will award one Contract to the Applicant which submits the most economically advantageous Tender as determined in accordance with the rules of this procurement process.

If a SQ and SQM ITT Response are not submitted by the Applicant by the Deadline and capable of assessment, the Tender will be rejected.

The Contract Commencement Date is currently expected to be in late May 2022 to enable the successful Applicant to prepare to deliver the SQM Services with effect from 1 October 2022 (the “Audit Commencement Date”). The draft Contract documentation is available from: <https://www.gov.uk/guidance/specialist-quality-mark-auditing-services-agreement-2022>.

Details of the SQM Standard are available from: <https://www.gov.uk/guidance/legal-aid-agency-quality-standards>.

Key Timeline Dates

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

Activity	Indicative Timescale
Tender opens via LAA’s e-Tendering system	27 January 2022
Final date to request TUPE information	23:59 on 10 February 2022
Final date to submit questions about this IFA	23:59 on 10 February 2022
“Frequently Asked Questions” response published	w/c 14 February 2022
Deadline for Tenders to be submitted to LAA	17:00 on 10 March 2022
Evaluation of Tenders	March – April 2022
Notification of contract award decisions	April 2022
10-day standstill period ends	May 2022
Contract Commencement Date	May 2022
Mobilisation Period	Contract Commencement Date – 30 September 2022
Audit Commencement Date	1 October 2022

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SECTION 1: OVERVIEW

Introduction

- 1.1 The Legal Aid Agency (“LAA”) is inviting Applicants to tender for a contract to administer the LAA’s Specialist Quality Mark (“SQM”), from 1 October 2022.
- 1.2 The SQM is the LAA’s organisational quality standard designed to ensure that Legal Services Providers are well run and provide good client care. The SQM gives assurance regarding the quality of advice in several ways which, whilst not direct measures of quality, are fundamental to reliable delivery of a quality service and therefore are fundamentally important to the delivery of legal aid services. Compliance with the SQM, or equivalent standard (e.g. Lexcel), is a requirement for Legal Services Providers that have, or are seeking to have, a contract with the LAA for the provision of legal advice funded through legal aid.
- 1.3 The LAA intends to enter into a contract with one (1) organisation to administer the LAA’s SQM under a licence. On the LAA’s behalf, the Licensee will provide the SQM Services, which include auditing and assessing Legal Services Providers which apply for SQM accreditation.
- 1.4 This is an opportunity to administer the SQM on the LAA’s behalf directly to the legal services market. The Licensee will be paid for the Services they provide directly by the Legal Services Providers in line with the maximum prices submitted in this procurement process. For the avoidance of doubt, the Licensee will not be entitled to any payment from the LAA under any circumstances.
- 1.5 The Deadline for submitting Tenders is 17:00 on 10 March 2022. All Tenders must be completed and submitted using the LAA’s e-Tendering system. Late submissions will not be accepted. It is the Applicant’s sole responsibility to ensure that the LAA receives its Tender before the Deadline.

SECTION 2: SCOPE OF THE SQM SERVICE

The Specialist Quality Mark

- 2.1 The SQM was introduced in 2002 as a quality management system for Legal Services Providers. It was developed to help ensure that:
- members of the public in need of specialist advice receive a quality service; and
 - the LAA can be confident when procuring legal advice services that those legal aid providers with whom it is contracting have effective quality management processes in place.
- 2.2 The SQM can be applied to any Legal Services Provider operating at the specialist level, including those receiving funding from sources such as the LAA, local authorities, charities, or other public funding or private fees. A specialist service is defined as one that is able to provide complex legal advice in specific areas of law, including representation at a court or tribunal where this is necessary and permitted. The SQM is an organisational standard, designed to help assure that Legal Services Providers are well run and provide good client care. The SQM gives assurance regarding quality of advice in several ways which, whilst not direct measures of quality, are fundamental to the reliable delivery of a quality service.
- 2.3 It is a current contractual requirement that all Legal Services Providers contracted to the LAA hold either the SQM or the Lexcel Quality Mark (an equivalent standard administered by the Law Society). At present there are around 1,100 SQM Holders, which is approximately 54% of Legal Services Providers contracted with the Legal Aid Agency to deliver legal aid services. Some organisations operating in different sectors may also choose to apply for SQM accreditation as a means of demonstrating their quality management processes.

Summary of the Services

- 2.4 This section provides a summary of the required Services. A detailed description of the Services is set out in the Specification, which is at Schedule 1 of the draft SQM Contract.

Audit Services

- 2.5 The successful Applicant (referred to here as the “Licensee”) shall undertake audits of Legal Services Providers. The Legal Services Providers could either be:
- An organisation which at the time of their application is not accredited with the SQM (“SQM Applicant”); or
 - An existing SQM Holder or an SQM Applicant that has undergone an Audit and been awarded the SQM (“SQM Holder”).
- 2.6 The Licensee shall audit SQM Applicants’ compliance with the SQM Standard. This will initially be undertaken through a Desktop Audit. If the SQM Applicant passes the Desktop Audit, the Licensee shall provide a Pre-Quality Mark Audit. Upon successfully passing the Pre-Quality Mark Audit, the SQM Applicant will be awarded the SQM accreditation. The SQM Applicant will then be considered an SQM Holder and will be subject to the process set out in paragraph 2.7 below.
- 2.7 Existing SQM Holders do not require a Desktop Audit or Pre-Quality Mark Audit. However, they are required to pass a Post-Quality Mark Audit on a three-yearly cycle. The Licensee shall ensure that all SQM Holders undergo and pass a Post-Quality Mark Audit in order to continue to hold the SQM accreditation.
- 2.8 The main activity involved in a Desktop Audit is providing an audit of the SQM Applicant’s Office Manual.
- 2.9 The main audit activities undertaken in a Pre-Quality Mark Audit or a Post-Quality Mark Audit are file reviews and interviews of staff. Where the SQM Applicant or SQM Holder operates from three or more offices, this will involve visiting more than one office.
- 2.10 A full description of the SQM Auditing Services required is contained in the Specification at Schedule 1 of the SQM Contract.

Geographic Scope

- 2.11 The Licensee shall provide SQM Audits and accreditation for Legal Services Providers operating in England and Wales. The Licensee will not be permitted to provide SQM audits to Legal Services Providers that are not based in England or Wales.

Obligation to Provide Services

- 2.12 Subject to paragraph 2.11, the Licensee is required to provide the Services to all eligible Legal Services Providers that apply irrespective of their location. The only

circumstances under which the Licensee can refuse to provide the Services to an eligible SQM Applicant are:

- where a conflict of interest has been identified;
- where there is an outstanding debt owed to the Licensee by the Legal Services Provider which has arisen following services previously provided under the SQM Contract;
- where the provision of the Services would risk the professional integrity of the Licensee or the health and safety of the Licensee’s staff, including where the Legal Services Provider’s behaviour towards the Licensee’s staff has been abusive or otherwise manifestly unreasonable; or
- where the award of SQM to an organisation could be detrimental to the reputation of either the SQM Standard or the LAA.

2.13 Where the Licensee is considering refusing to deliver the Services to a Legal Services Provider, they must inform the LAA Contract Manager in advance of informing the relevant Legal Services Provider of such refusal.

MANAGING THE SERVICE

Minimum Requirements

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

Minimum Requirement	Latest date that requirement must be fulfilled
The Applicant will hold a recognised quality standard, which will either be ISO 9001 or an equivalent standard agreed by LAA See paragraphs 2.15 – 2.16	Applicants will be required to evidence at least four weeks before the Audit Commencement Date (i.e. 2 September 2022) that they hold ISO 9001 or an equivalent standard agreed by LAA which is valid on the Audit Commencement Date
The Applicant will hold Cyber Essentials certification (either Cyber Essentials or Cyber Essentials Plus) See paragraphs 2.17 – 2.22	Applicants will be required to evidence at least four weeks before the Audit Commencement Date (i.e. by 2 September 2022) that they hold valid Cyber Essentials Certification which is valid on the Audit Commencement Date

The Applicant will have all the necessary Auditors in place to deliver the SQM Service in accordance with the requirements set out in the Specification and Schedule 5 (Personnel and Contract Management) of the Contract	At least four weeks before the Audit Commencement Date (i.e. by 2 September 2022)
The Applicant is willing and able to deliver the SQM Services in accordance with the Contract	At least four weeks before the Audit Commencement Date (i.e. by 2 September 2022)

Quality standard requirement

- 2.15 The Licensee is required to hold a recognised quality standard for the duration of the Contract Term. This can be either ISO 9001 or an equivalent standard agreed by the LAA. The LAA will accept a quality standard developed in-house, where the Applicant can demonstrate, to the LAA's satisfaction, its equivalency to ISO 9001. Applicants will be required to evidence at least four weeks before the Audit Commencement Date that they hold valid ISO 9001 accreditation (or an equivalent agreed by the LAA) which is valid on the Audit Commencement Date.
- 2.16 The LAA assumes no responsibility for monitoring Applicants' progress towards achieving the ISO 9001 standard (or equivalent). Applicants are solely responsible for paying all necessary fees for obtaining the quality standard.

Cyber Essentials Certification requirement

- 2.17 Applicants (and any sub-contractors) are required to hold Cyber Essentials Certification for the duration of the Contract Term. Applicants will be required to evidence at least four weeks before the Audit Commencement Date that they hold valid Cyber Essentials Certification which is valid on the Audit Commencement Date.
- 2.18 Cyber Essentials is a Government-backed scheme to help organisations protect themselves against the most common cyber-attacks. There are two levels of Cyber Essentials Certification available:
- Cyber Essentials; and
 - Cyber Essentials Plus
- 2.19 The Licensee will be required to hold one of these levels of certification and provide evidence to the LAA each year of its renewal.

- 2.20 It is the sole responsibility of the Applicant to contact the Cyber Essentials certification body to apply for certification and arrange any necessary audits. The LAA assumes no responsibility for monitoring Applicants' progress towards achieving Cyber Essentials Certification. Applicants are solely responsible for paying all necessary fees to achieve Cyber Essentials Certification.
- 2.21 Where an Applicant already holds Cyber Essentials Certification that will be valid at the Audit Commencement Date or is in the process of applying for certification, it need not apply again as part of this procurement process.
- 2.22 Further information about Cyber Essentials Certification and how to apply for certification is available at the National Cyber Security Centre website: <https://www.ncsc.gov.uk/cyberessentials/overview>.

Indemnities

- 2.23 The LAA may require the successful Applicant to provide an indemnity or guarantee, where appropriate (e.g. where it is an LLP or limited company), which must be signed by the ultimate owners of the Applicant and/or such persons as the LAA might reasonably regard as being controllers and/or senior managers of the Applicant and/or where the Applicant is a limited company, from any company which is its holding company. A parent company guarantee may also be required at the LAA's sole discretion, which Applicants acknowledge and agree to by submitting a Tender.
- 2.24 Any required indemnity or guarantee will be in the format specified and provided by the LAA.
- 2.25 Where an indemnity or guarantee is required by the LAA and the Applicant fails to comply with the LAA's requirements, the Contract offer will be withdrawn. The LAA will not issue Contract documentation to any Applicant who is unable to provide confirmation of this if requested.

Volumes

- 2.26 The historical audit volumes for the SQM are detailed in **Annex A** of this IFA. The volume of audits exhibits a three-yearly cycle, with Post-Quality Mark Audits displaying a spike in volumes one year out of three. A key requirement of the Licensee will be the

ability to effectively deliver during periods of high demand and effectively manage periods of lower demand.

- 2.27 For the avoidance of doubt, all historical information relating to volumes of work provided in this IFA are for information only and the LAA provides no guarantees or warranties whatsoever regarding the actual volumes of work in any period. The Licensee will be expected to provide sufficient capacity to deal with fluctuating audit volumes and differing demand throughout the Contract Term.
- 2.28 Volumes may also be affected by the pricing levels and services offered by the Licensee. The majority of Legal Services Providers can choose between obtaining the SQM or Lexcel accreditation to hold a legal aid contract. There may be opportunities for the Licensee to increase market share through competitive pricing, an excellent standard of service to Legal Services Providers or further developing the reputation of the SQM.

Customer Service

- 2.29 The Licensee must develop, resource and maintain a dedicated Helpdesk Service to receive enquiries and complaints about the SQM. The Helpdesk Service must operate as a minimum between the hours of 09.00 and 17.00 Monday to Friday (excluding public holidays). The Helpdesk Service must be able to receive complaints communicated face-to-face, by telephone, by letter and by email. All responses are to be issued within the timescales specified in Schedule 3 (Service Levels) of the SQM Contract.
- 2.30 In accordance with paragraph 7.1 of the Specification, the Licensee must develop and maintain a webpage and develop and maintain an IT system to store and manage data relating to Audits and SQM Holders and SQM Applicants to ensure that they can meet all the requirements specified under Schedule 4 (Management Information) of the Contract.

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

- 2.31 It is possible that TUPE could apply so as to result in the transfer of some or all of the contracts of employment from the current SQM service provider to the successful Applicant.

- 2.32 The LAA makes no representation in relation to the likelihood of TUPE applying and it is each Applicant's responsibility to form their own view (taking legal advice as necessary) as to whether or not TUPE applies and, if so, to consider any financial implications for their Tender.
- 2.33 In an effort to assist Applicants in forming a view in relation to TUPE, and to the extent it is made available to us, anonymised information (including numbers of employees, salary details and time spent) relating to those persons employed by the current SQM service provider will be supplied to those Applicants who request it and who provide the LAA with a signed confidentiality agreement. A copy of the confidentiality agreement is provided in **Annex D** of this IFA.
- 2.34 Applicants wishing to receive this information, should complete, sign and return the form as an attachment through the message board for this procurement process in the e-Tendering system by 23:59 on 10 February 2022.
- 2.35 Once the signed confidentiality agreement is received through the e-Tendering message board, any TUPE information available will be sent through the e-Tendering message board during week commencing 14 February 2022.

Payments

- 2.36 All payments to the Licensee for the SQM Auditing Services will be made by the Legal Services Providers receiving the SQM Auditing Services. No payments will be made by the LAA to the Licensee. It is the responsibility of the Licensee to secure payment for the Services received. The LAA will not be responsible for assisting the Licensee with the recovery of debts and will not be liable for any unrecovered debt. Furthermore, the LAA will not assist the Licensee in resolving any other disputes with Legal Services Providers.
- 2.37 Applicants will be required to provide a range of pricing rates for the SQM Auditing Services in the SQM Price Bid Pro Forma which Applicants must upload to the Commercial Envelope of the SQM ITT. The pricing rates provided by the successful Applicant will be transferred into the Contract and will act as the maximum rates that can be charged for the applicable service. The Licensee shall also be required to offer a 5% Early Reaccreditation Discount on Post-Quality Mark Audit charges where an

SQM Holder requests a Post-Quality Mark Audit at least five months before their current SQM accreditation expires.

Training Requirements

- 2.38 The successful Applicant will be responsible for ensuring that the Training Support Managers, SQM Auditors and all other staff are suitably trained to deliver the SQM Auditing Services as specified in the Contract and are subject to regular evaluation to identify additional training needs. Applicants should note the requirements in relation to training to be provided by the LAA as set out in the Specification.

Mobilisation Period

- 2.39 The Mobilisation Period will last from the Contract Commencement Date to the Audit Commencement Date. This is the period during which the Licensee will deliver its Mobilisation Plan and ensure the necessary infrastructure, staff and other aspects of their arrangements for delivery of the SQM Auditing Services are in place to achieve successful mobilisation by the Audit Commencement Date. The Licensee will be required to meet and work co-operatively with the LAA (and the current SQM service provider where appropriate) throughout the Mobilisation Period. LAA may also instruct the Licensee to alter their Mobilisation Plan where, in LAA's reasonable opinion, the existing plans create unacceptable risks to successful mobilisation or are otherwise of insufficient quality. We anticipate a period of transition from the incumbent supplier to the successful Applicant, over a period of up to six months from the Audit Commencement Date. During this time the outgoing supplier will complete ongoing Audit activity started on or before 30 September 2022 including Audits booked prior to the Audit Commencement Date and Corrective Action arising. It will be expected that the successful Applicant and outgoing supplier will work collaboratively to ensure the smooth transition of services.

SQM Contract

- 2.40 The SQM Contract awarded will, subject to contractual termination provisions, commence on the Contract Commencement Date and continue until three years after the Audit Commencement Date i.e. to 30 September 2025. The LAA will have a right, at its sole discretion, to extend the Term of the Contract for up to two years i.e. to 30 September 2027.

2.41 The SQM Contract is comprised of the following documents:

- i. the Specialist Quality Mark Auditing Services Agreement; and
- ii. the following Schedules:
 - a. Schedule 1 – Specification;
 - b. Schedule 2 – Pricing;
 - c. Schedule 3 – Service Levels;
 - d. Schedule 4 – Management Information;
 - e. Schedule 5 – Personnel and Contract Management;
 - f. Schedule 6 – Exit Management Plan;
 - g. Schedule 7 – Mobilisation Plan;
 - h. Schedule 8 – Specialist Quality Mark Standard;
 - i. Schedule 9 – Form of Tender;
 - j. Schedule 10 – Data Processing

SECTION 3: COMPLETING AND SUBMITTING A TENDER

Who can submit a Tender

- 3.1 This procurement process is open to any interested party able to meet our minimum requirements.
- 3.2 The LAA will only contract with a single legal entity. Should organisations wish to merge or join up with others to apply for the Contract it will be necessary to form a new single legal entity. That entity will be responsible for performing all obligations under the Contract.
- 3.3 The contracting entity must be fully constituted and be able to demonstrate it meets the Minimum Requirements at paragraph 2.14 at least four weeks before the Audit Commencement Date (i.e. by 2 September 2022).
- 3.4 Where the Applicant:
- Has been dissolved or is, for any other reason, incapable of executing a contract;
 - Is not fully constituted as the contracting entity named in its Tender; or
 - Is unable to meet the Contract requirements by the applicable deadlines,
- Any Contract offer made to it may be withdrawn or the Contract (if already executed) may be terminated.
- 3.5 Variant bids are not permitted in this procurement process.

Rules for Connected Entities

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

What is a Connected Entity?

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

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

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

What are the rules that Applicants must comply with?

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

Example 1:

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

Both Simpsons Ltd and Flanders Ltd intend to bid to deliver the SQM Service.

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

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

Example 2:

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

Black & Co wishes to bid to deliver the SQM Service.

Green Ltd. also wishes to bid to deliver the SQM Service.

Under the Rules for Connected Entities, Black & Co and Green Ltd. cannot both bid to deliver the SQM Service under the SQM Contract by virtue of their Connection through Mr Black.

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

- 3.11 The LAA reserves the right to clarify with one or both Applicants, as required in accordance with paragraphs 5.27 and 5.28.
- 3.12 Where the LAA believes that the rules on Connected Entities have not been complied with, and that Applicants are Connected as set out in paragraphs 3.7 – 3.10, all those Tenders that the LAA deems to be Connected may be rejected.

The e-Tendering system

- 3.13 All Tenders must be completed and submitted using the e-Tendering system. This can be accessed either through a link on the tender pages of the LAA website or directly at: www.legalaid.bravosolution.co.uk.
- 3.14 Applicants already registered on the e-Tendering system whose registration details remain up to date do not need to register again. Applicants are encouraged to ensure that they review the contact details held in the e-Tendering system to ensure they are up to date.
- 3.15 Where an Applicant already has multiple registrations on the e-Tendering system it should ensure that it uses the registration which matches the organisation name and trading status of the organisation whose Tender response is being submitted.
- 3.16 Applicants must familiarise themselves with the e-Tendering system guides available through the 'Technical Support and Guidance' link on the e-Tendering system home page. These provide detailed guidance on how to complete a Tender.

- 3.17 Applicants who have forgotten their password must click on the 'Forgotten your password?' link on the e-Tendering system homepage to have their password reset.
- 3.18 The LAA will communicate with Applicants about this procurement process through the e-Tendering system message boards for this procurement process. Applicants must check the message boards regularly to ensure that any messages are read promptly. The LAA highly recommends that Applicants set up multiple additional users under their e-Tendering system registration (see 'Technical Support and Guidance' link) as back-up to ensure that urgent messages that may affect an Applicant's Tender can be actioned as necessary.
- 3.19 The SQ and ITT for this procurement process are available via the 'Project' or 'ITTs Open to all Suppliers' link on the front page of the e-Tendering system.
- 3.20 Applicants must submit an SQ Response and an SQM ITT Response.
- 3.21 Applicants may not submit more than one SQ Response and/or more than one SQM ITT Response. Where an Applicant submits more than one SQ Response and/or more than one SQM ITT Response, only the last submitted prior to the Deadline shall be assessed by the LAA.
- 3.22 SQ and SQM ITT Responses submitted must each be capable of assessment.
- 3.23 If an SQ Response is not submitted or is incapable of assessment it will be rejected.
- 3.24 If an SQM ITT Response is not submitted, is incomplete or is incapable of assessment the Tender will be rejected.
- 3.25 Applicants must click 'Edit response' to be able to complete their responses to the questions asked. Applicants must click the 'Save Changes' or 'Save and Exit Response' buttons to ensure information inputted is saved.
- 3.26 Before submitting a Tender, the Applicant should check to ensure that:
- all questions and Award Criteria/Sub-Criteria have been answered and that it has provided all necessary parts of a completed Tender referred to above;
 - it has uploaded all required Mandatory Attachments;

- it is satisfied that the Mandatory Attachments uploaded are correct; and
 - it is satisfied that the Tender is accurate, complete and detailed enough to allow the LAA to evaluate it.
- 3.27 Once Applicants have completed their response to the SQ and the SQM ITT, they must submit it by clicking on the 'Submit Response' button. Please note that the SQ must be submitted first as it is not possible to submit a response to the SQM ITT until a response to the SQ has been submitted. The e-Tendering system, however, will not prevent an Applicant from submitting a response to the SQ without a response to the SQM ITT.
- 3.28 Applicants may amend and re-submit their response at any time up to the Deadline. If so amended and re-submitted, only the last response shall be assessed.
- 3.29 An Applicant may check that it has successfully submitted its SQ/SQM ITT Response by going to the 'My ITTs' screen, which should show the 'Response status' as 'Response submitted to Buyer'. The registered email address will also receive confirmation when the Applicant submits its SQ/SQM ITT Response for the first time. It is therefore important for an Applicant to ensure that any and all contact details held in the e-Tendering system are up to date.
- 3.30 SQ and SQM ITT Responses are sealed. This means that the LAA is unable to access submitted SQ/ITT Responses prior to the Deadline. The LAA cannot confirm receipt of an SQ Response, SQM ITT Response or Tender, nor can it confirm if an SQ Response, SQM ITT Response or Tender has been completed correctly.
- 3.31 All questions marked with a red asterisk on the e-Tendering system are mandatory. The e-Tendering system will not permit an Applicant to submit its SQ/SQM ITT Response unless answers to those questions are provided.
- 3.32 There is a button in the e-Tendering system called 'check mandatory questions'. By clicking on this, the e-Tendering system will check that an Applicant has provided a response to all mandatory questions and will flag where a response to a mandatory question has not been given. For the avoidance of doubt, it does not provide an assessment of the responses to those questions or confirmation that they have been answered correctly.

3.33 When an Applicant submits its SQ/SQM ITT Response for the first time, it will receive an automated message confirming that its response has been successfully submitted. This only provides an indication of whether the SQ/SQM ITT Response has been transmitted to the LAA and not whether the SQ/SQM ITT Response is fully completed and/or will be assessed as being successful.

Accessing and completing a Tender

3.34 A Tender will consist of a response made through the e-Tendering system to the SQ (Selection Questionnaire) and the SQM ITT (Invitation to Tender).

3.35 The SQ can be found in Project 131 at ITT 699 – ‘Selection Questionnaire for the delivery of Specialist Quality Mark (SQM) Audit Services from October 2022’ in the e-Tendering system.

3.36 The SQM ITT can also be found in the e-Tendering system in Project 131 – ITT 700 ‘Invitation to Tender to deliver Specialist Quality Mark (SQM) Audit Services from October 2022’.

3.37 Applicants are required to submit:

- an SQ Response; and
- an SQM ITT Response, which comprises:
 - a) Quality Award Criteria (Technical Envelope); and
 - b) Price Award Criteria (Commercial Envelope).

Mandatory Attachments

3.38 Applicants are required to upload six (6) Mandatory Attachments as part of their Tender submission:

Mandatory Attachment	Submission requirement
Financial Viability Risk Assessment (FVRA) Pro Forma	In answer to question D1 in the SQ
Supporting Financial Information	In answer to question D2 in the SQ
Staff Organogram	In answer to question N1 in the Technical Envelope in the SQM ITT

Mobilisation Plan Pro Forma	In answer to question N2 in the Technical Envelope in the SQM ITT
SQM Price Bid Pro Forma	In answer to question P1 in the Commercial Envelope in the SQM ITT
Costs Breakdown Assessment Pro Forma	In answer to question P2 in the Commercial Envelope in the SQM ITT

- 3.39 Whilst Applicants can submit their own Staff Organogram and Supporting Financial Information subject to the formatting requirements set out below, Applicants are required to use the Financial Viability Risk Assessment (FVRA) Pro Forma, Mobilisation Plan Pro Forma, SQM Price Bid Pro Forma and Costs Breakdown Assessment Pro Forma provided. These can be downloaded from the 'Attachments' section within the SQ or SQM ITT, as appropriate. Details entered into the forms will only be saved if the Applicant saves the form on its own computer system. Once the relevant forms have been completed and saved on the Applicant's own system, they can be uploaded into the SQ Response or SQM ITT Response by clicking on the 'Click to attach' button against the relevant question.
- 3.40 It is the Applicant's responsibility to ensure that they have access to an IT system which is compatible with the templates provided.
- 3.41 All documents that are required to be attached will need to be completed outside of the e-Tendering system, saved on the Applicant's system and then uploaded as part of the Tender. As it is not possible for the e-Tendering system to prevent incorrect or incomplete attachments being submitted it is the responsibility of Applicants to ensure the relevant attachments are correctly uploaded.
- 3.42 The LAA will only accept attachments submitted in the following formats:
- Microsoft Word;
 - Microsoft Excel; or
 - Adobe PDF.
- 3.43 Applicants that fail to upload the full set of attachments using the templates provided will be considered to have submitted a non-compliant Tender and will be rejected from the process.

Completion of the Selection Questionnaire

- 3.44 All Applicants must complete and submit an SQ Response.
- 3.45 The SQ requires the Applicant to answer questions about their organisation and Key Personnel. This information will be used to evaluate whether the Applicant meets the Minimum Requirements and is suitable to contract with the LAA for delivery of the Services.
- 3.46 The SQ contains a series of questions which Applicants must complete, covering the following areas:
- Section A (non-assessed) – Organisation and contact details
 - Section B – Grounds for mandatory exclusion
 - Section C – Grounds for discretionary exclusion
 - Section D – Economic and financial standing
 - Section E – Warranties and declaration
- 3.47 A full breakdown of each of the questions and what would constitute a pass or a fail is set out in **Annex B**.

Section A – Organisation and contact details

- 3.48 This information is non-assessed but may be used in the verification of an Applicant's Tender. Applicants who have yet to form legal entities may provide 'N/A' responses to some questions within this section. Where successful, they will be required to confirm details not provided as part of the Tender.

Sections B and C – Grounds for mandatory and discretionary exclusion

- 3.49 For each question the Applicant is presented with a series of drop-down options from which to select a response.
- 3.50 Where a requirement is not met outright the Applicant will be provided with a series of 'free text' boxes in which to give further details (known as 'exceptional circumstances').

These will be used by the LAA to consider whether those exceptional circumstances are deemed to be satisfactory for the Applicant to meet the SQ requirement.

- 3.51 Where the opportunity to provide exceptional circumstances is given, specific details in response to the supplemental questions are requested within the SQ. This must not be used as an opportunity to provide other supplementary information to an Applicant's SQ Response and any information provided that is not relevant to the particular SQ requirement and explanation of exceptional circumstances will not be considered.
- 3.52 The LAA will assess SQ Responses on the basis of information submitted by the Applicant in its SQ Response. SQ Responses for Sections B and C will be assessed on a pass or fail basis.
- 3.53 The LAA's assessment will be solely reliant on information provided by the Applicant. That information must be complete and accurately expressed. Applicants' attention is drawn to the LAA's right to disqualify an Applicant for submitting false and/or misleading information as provided at paragraphs 5.29-5.31 of this IFA.

Section D – Economic and financial standing

- 3.54 Applicants are required to provide a completed Financial Viability Risk Assessment ('FVRA') Pro Forma and Supporting Financial Information as part of its SQ Response. The FVRA Pro Forma and Supporting Financial Information are both Mandatory Attachments. Applicants are required to submit a complete FVRA Pro Forma in the template provided by the LAA and attach it as part of their SQ Response. This is provided as a document called 'Financial Viability Risk Assessment ('FVRA') Pro Forma' within the 'Attachments' section in the SQ.
- 3.55 Details of how to populate the template are included in a guidance section within the FVRA Pro Forma.
- 3.56 Based on the information entered into the FVRA Pro Forma, Applicants will receive an auto-generated rating of red, amber or green.

- 3.57 The FVRA Pro Forma of the successful Applicant will be validated against the Supporting Financial Information provided by the Applicant before the LAA enters into Contract (see paragraphs 4.46 – 4.49).
- 3.58 The Supporting Financial Information is a Mandatory Attachment which is separate from the FVRA Pro Forma. It may be supplied in any of the formats referred to in paragraph 3.42. All Supporting Financial Information submitted by an Applicant must be consolidated into a single document and attached to the SQ Response.

Section E – Warranties and declaration

- 3.59 A declaration in the form set out at Section E of the SQ must be provided by a member of the Applicant's Key Personnel who either:
- (i) has decision and/or veto rights over decisions relating to the running of the Applicant; or
 - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.

Completion of the SQM ITT

- 3.60 Applicants must complete and submit an SQM ITT Response in addition to an SQ Response to constitute a Tender. The SQM ITT contains the following two envelopes:
- Technical Envelope (Quality Award Criteria); and
 - Commercial Envelope (Price Award Criteria).

Technical Envelope (Quality Award Criteria)

- 3.61 The Technical Envelope contains the Quality Award Criteria. These require Applicants to set out how they will deliver the Services. A full description of the Quality Award Criteria, weightings and response requirements are set out at **Annex C**. The Quality Award Criteria within the Technical Envelope will be assessed in accordance with the evaluation methodology set out in Section 4 below to determine a 'quality' score.
- 3.62 Applicants should fully consider the requirements in the Contract Specification and other documents provided as part of this procurement process (for example, in

relation to the estimated volumes of audits or service level requirements) when answering the Quality Award Criteria.

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

Quality Award Criteria (Technical Envelope)	Weighting (%)
Criterion 1 – Applying your skills and experience	18.49
Criterion 2 – Staffing the Service	14.29
Criterion 3 – Mobilisation	18.49
Criterion 4 – Delivering a Quality Service	48.73

3.64 Quality Award Criteria 1 to 4 contain an associated number of Sub-Criteria. These require the Applicant to complete a written response to the specific questions asked in the text boxes provided. The response provided by the Applicant for each Sub-Criterion will receive a score of between 0-5 as detailed in Section 4 of the IFA.

3.65 Each text box has a maximum limit of 2,000 characters (including spaces). Applicants have the facility to use up to a maximum of three text boxes in their responses to each Sub-Criterion (allowing a total of 6,000 characters per response). Applicants will not be able to exceed the character limit when submitting their responses.

3.66 As part of the SQM ITT, Applicants must provide a Staff Organogram to set out how they will ensure that the Services will be resourced from 1 October 2022. The Staff Organogram is a Mandatory Attachment. Applicants can submit their own Staff Organogram subject to the formatting requirements set out at paragraph 3.42. As a minimum, the Staff Organogram must:

- show all roles that will be used in delivering the Services, including during the Mobilisation Period. This should include the title of the role and the main duties that will be performed under it;
- show the names of individual staff members fulfilling those roles, including whether they are currently employed, where there is a Signed Engagement Agreement in place at the point the Applicant submits its Tender or where they are agents, consultants or sub-contractors;
- summarise the qualifications and experience of staff members fulfilling roles;
- show roles which are currently vacant;

- show whether staff members and/or roles are permanent, fixed term, temporary or self-employed. Where temporary, the Applicant should stipulate how long the position will last;
- show whether the staff member and/or role is full-time or part-time. Where part-time, the Applicant should stipulate the proportion of a Full-Time Equivalent (FTE) position the role comprises; and
- show reporting structures.

3.67 As part of the SQM ITT Response, Applicants must provide a Mobilisation Plan which sets out how the Applicant will ensure that the Services will be delivered from the Audit Commencement Date onwards. The Mobilisation Plan is a Mandatory Attachment. Applicants are required to submit their Mobilisation Plan in the template provided by the LAA. This is provided as a document entitled 'Mobilisation Plan Pro Forma' within the 'Attachments' section on the SQM ITT screen. It must be downloaded, completed and saved on the Applicant's local system and uploaded in the Technical Envelope as part of the SQM ITT Response.

3.68 The Mobilisation Plan of the successful Applicant will form part of the SQM Contract. The LAA may instruct the Applicant to alter their Mobilisation Plan where, in the LAA's reasonable opinion, the existing plans create unacceptable risk or are otherwise of insufficient quality during the Mobilisation Period and/or during the Contract Term.

Declaration

3.69 The Technical Envelope also contains a declaration section and Applicants are referred to the 'Declarations' section of the SQM ITT for the precise wording. In summary, all Applicants must confirm that the information provided is accurate, that they understand the information provided will be used to assess suitability to deliver the Contract and that they understand the LAA may reject their Tender at any time or disqualify them from the procurement process if there is a failure to answer all relevant questions fully or if false/misleading information is provided.

3.70 The LAA reserves the right at its sole discretion to disqualify from the procurement process any Applicant for submitting:

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

3.71 The LAA's right at paragraph 3.70 of this IFA subsists regardless of whether the information concerned was submitted with the intention of misleading the LAA or misrepresenting the Applicant's actual position or whether it was submitted recklessly, negligently or innocently.

Commercial Envelope – (Price Award Criteria)

3.72 The SQM ITT also includes the Commercial Envelope which requires Applicants to complete and submit two Mandatory Attachments, using templates supplied by the LAA which are available within the 'Attachments' section on the SQM ITT screen:

- the SQM Price Bid Pro Forma; and
- the Costs Breakdown Assessment Pro Forma

SQM Price Bid Pro Forma

3.73 The SQM Price Bid Pro Forma requires Applicants to specify the maximum price they shall be entitled to charge Legal Services Providers for delivery of the SQM Auditing Services under the Contract. The pricing information that the Applicant is required to submit is set out in paragraphs 3.79 to 3.82 below.

3.74 Applicants should fully consider the requirements in the Specification and other documents provided as part of this procurement process when compiling their pricing submission.

3.75 Applicants will need to consider all the likely costs related to the delivery of the Service in completing the price matrix, including but not limited to:

- Set up costs (infrastructure, recruitment etc);
- Staff costs (wages, training etc);
- Reporting;
- Quality management;
- Other ongoing costs (telephone calls, overheads); and

- Exit costs

Desktop Audit

3.76 Applicants are required to submit a single fixed price for performing a Desktop Audit, which does not require a visit to the offices of the Legal Services Provider being audited. The maximum price will apply regardless of the size or characteristics of the organisation.

On-Site Audit

3.77 On-Site Audits refer to both Pre-Quality Mark Audits and Post-Quality Mark Audits, for which the process is identical. As set out in the Specification, the time and resources taken to complete an On-Site Audit will be dependent on the number of Full-Time Equivalent (“FTE”) employees engaged in legal work and the number of offices operated by the Legal Services Provider being audited. Legal Services Providers with higher numbers of FTEs will require a higher number of file reviews and staff interviews. Where the Legal Services Provider operates from three or more offices, the Licensee will usually be required to visit multiple offices. Applicants should ensure they carefully read the Specification to fully understand the impacts that the numbers of FTEs and offices have on the audit requirements.

3.78 The maximum prices offered for Desktop and On-Site Audits will apply regardless of whether any Corrective Action is identified and reviewed or whether or not the Legal Services Provider passes the Audit.

3.79 Applicants are required to complete an SQM Price Bid Pro Forma to cover the full potential range of Legal Services Providers. For ease of reference the information the Applicant needs to complete as part of the SQM Price Bid Pro Forma is set out below. The SQM Price Bid Pro Forma can be downloaded from within the ‘Attachments’ section of the SQM ITT screen. It must be downloaded, completed and saved on the Applicant’s local system and uploaded in the Commercial Envelope as part of the Applicant’s SQM ITT Response.

Desktop Audit Price	
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On-Site Audits	Number of Offices operated by Legal Services Provider				
	1-2	3-6	7-10	11-15	16+
1 FTE (Sole practitioner)					
2-6 FTE					
7-15 FTE					
16-60 FTE					
61+ FTE					

3.80 Applicants are required to submit a price in each cell (or Sub-Criterion) with the exception of those which are shaded grey. On the SQM Price Bid Pro Forma the cells to be completed will be shaded orange. Other cells will not be capable of completion. The price must be expressed in pounds sterling (£) and be exclusive of VAT. Where a price has not been submitted in each required cell of the SQM Price Bid Pro Forma this will be treated as an incomplete SQM ITT Response and the Applicant's Tender will be rejected.

3.81 Applicants should note that the columns in the SQM Price Bid Pro Forma titled "Number of Offices operated by Legal Services Provider" relate to the total number of offices from which the Legal Services Provider is operating, and **not** the number of offices the Applicant would be required to visit as part of an On-Site Audit. For example, where a Legal Services Provider operates from between three and six offices, the successful Applicant would usually be required to visit more than one office as part of an On-Site Audit. Applicants should ensure they read and understand the requirements in relation to office visits, set out in 5.4 of the Specification.

3.82 All prices specified in the Commercial Envelope will remain fixed for the Contract Term, including any extension periods.

Costs Breakdown Assessment Pro Forma

3.83 Applicants are required to provide a completed Costs Breakdown Assessment Pro Forma which sets out how the Applicant has calculated the prices included in its SQM Price Bid Pro Forma. The Costs Breakdown Assessment Pro Forma is a Mandatory Attachment. Applicants are required to submit this information in the template provided by the LAA. This is provided as a document called 'Costs Breakdown Assessment Pro Forma' within the 'Attachments' section on the SQM ITT screen. It must be

downloaded, completed and saved on the Applicant's local system and uploaded in the Commercial Envelope as part of the Applicant's SQM ITT Response.

Questions about the procurement process

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

Questions about the IFA

- 3.85 Any questions about the content of this IFA may be submitted up until 23:59 on 10 February 2022 (note this is referred to in the e-Tendering system as the 'End date for supplier clarification messages') through the e-Tendering system.
- 3.86 All questions must be submitted using the online secure e-Tendering system message boards for this procurement process.
- 3.87 Because of the way the LAA downloads messages from the e-Tendering system, it may appear that Applicants' messages have not been read. Applicants should not assume that this is the case and re-send messages to the LAA. All messages will be responded to, although during peak periods of activity it may take the LAA longer to respond due to the increased volumes of messages received.
- 3.88 Applicants should assume that questions and answers may be published. Questions that the LAA considers to be of wider interest may be collated and answered centrally in writing to ensure that all potential Applicants have equal access to information. Questions and answers will be published on the LAA's tender pages: <https://www.gov.uk/guidance/specialist-quality-mark-services-from-october-2022> in the 'Invitation to Tender to administer the Legal Aid Agency's Specialist Quality Mark from October 2022 Frequently Asked Questions (FAQ)'.
- 3.89 Applicants should note that this is the only opportunity to ask questions about the procurement process. The LAA will not be able to provide responses to questions about the process through any other method.

Questions about how to use the e-Tendering system

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

SECTION 4: EVALUATION OF TENDERS

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

Stage 1 – SQ Response assessment

- 4.4 The LAA will check that the Applicant has submitted an SQ Response as part of its Tender. If no SQ Response has been submitted, this will be considered an incomplete Tender and the LAA will reject the Applicant's Tender in its entirety.
- 4.5 Where an SQ Response has been submitted as part of this procurement process the LAA will assess the SQ Response in accordance with the assessment approach detailed in paragraphs 3.44 -3.59.
- 4.6 The sole right of appeal is set out at paragraph 5.39 of this IFA.
- 4.7 Applicants whose SQ Response is assessed as successful will proceed to Stage 2 (Quality Award Criteria assessment).

SQ Appeals

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

Stage 2 – Quality Award Criteria assessment (Technical Envelope)

- 4.9 Stage 2 will evaluate the responses contained within the Technical Envelope submitted by Applicants which contains the Quality Award Criteria.
- 4.10 Each of the Quality Award Criteria is made up of a number of Sub-Criteria. These ask Applicants how they will deliver the Services tendered for. Responses to these Sub-Criteria will be assessed and given a score of between 0 and 5 in accordance with the scoring matrix detailed below. As there are seven (7) Sub-Criteria, the score achieved by Applicants for the Quality Award Criteria will be out of a possible 35 points. **Annex C** provides details of the Quality Award Criteria.
- 4.11 To score higher points Applicants should reference the specific Contract requirements and the specific characteristics of the Services being bid for (e.g. estimated Audit volumes). Responses that are generic and are not Contract-specific are likely to achieve lower points.

Score	Scoring Criteria (0-5) : By reference to the Contract documentation
0	<p>Unacceptable: The following is indicative of factors that would lead to a score of 0:</p> <ul style="list-style-type: none"> The Applicant fails to respond to the Sub-Criteria or there is substantial failure to properly address any issues/areas listed in the Sub-Criteria
1	<p>Poor response: The following is indicative of factors that would lead to a score of 1:</p> <ul style="list-style-type: none"> Little or no detail provided to answer the Sub-Criteria or a generic or vague response is provided making no reference to the specific issues/areas listed in the Sub-Criteria The response provided requires the reviewer to make assumptions The response provides confused and/or contradictory information in relation to other responses
2	<p>Satisfactory: The following is indicative of factors that would lead to a score of 2:</p> <ul style="list-style-type: none"> The response engages with the Sub-Criteria but does not specifically address all issues/areas listed in the Sub-Criteria The Applicant provides limited evidence/information indicating how it meets the Sub-Criteria
3	<p>Good: The following is indicative of factors that would lead to a score of 3:</p> <ul style="list-style-type: none"> The response addresses all issues/areas listed in the Sub-Criteria The Applicant provides some evidence/information how it meets the Sub-Criteria

	<ul style="list-style-type: none"> The response provides consistent information in relation to other responses
4	<p>Very Good: The following is indicative of factors that would lead to a score of 4:</p> <ul style="list-style-type: none"> The response addresses all issues/areas listed in the Sub-Criteria with a high level of detail The Applicant provides greater evidence/information indicating how it meets the Sub-Criteria The response provides consistent information in relation to other responses
5	<p>Excellent: The following is indicative of factors that would lead to a score of 5:</p> <ul style="list-style-type: none"> The response addresses all issues/areas listed in the Sub-Criteria in a comprehensive manner The Applicant provides high quality evidence/information indicating how it meets the Sub-Criteria The response provides consistent information in relation to other responses

4.12 Annex C also contains Quality Award Criteria guidance, providing further detail of how the Quality Award Criteria will be assessed, which Applicants are strongly advised to read.

4.13 Each Sub-Criterion has a weighting which reflects its relative importance. The applicable weighting will be applied to the score achieved against each Sub-Criterion. Weighted scores will be calculated to two decimal places.

4.14 As required by Regulation 41(5) of the Concession Contracts Regulations 2016, the Quality Award Criteria in descending order of importance are as follows:

3.1 Mobilisation Plan	18.49
1.1 Relevant Skills and Experience	18.49
4.1 Compliance with the Contract	17.65
2.1 Resource Planning	14.29
4.2 Delivery of excellent customer service	10.92
4.3 Business Continuity and Disaster Recovery Plan (BCDR)	10.92
4.4 Delivery of environmental benefits	9.24

4.15 Weighted Quality Scores for all the Sub-Criteria in the Technical Envelope will be added together to give an overall score out of 100. The weightings for the Sub-Criteria in the Technical Envelope are set out in **Annex C**.

4.16 An example of how this will operate is set out below, including example scores:

Step 1 – An Applicant receives a score of four out of five for Sub-Criterion 1.1: Relevant skills and experience.

Step 2 – This score is converted to a percentage: $4/5 * 100 = 80\%$.

Step 3 – As detailed in Annex C, the weighting for Sub-Criterion 1.1 is 18.49%.

To create a Weighted Quality Score for this Sub-Criterion the percentage quality score is multiplied by the Sub-Criterion weighting: $80 * 18.49\% = 14.79\%$.

So in this example the Weighted Quality Score for this Applicant for Sub-Criterion 1.1 is 14.79%.

Step 4 – The Applicant’s Weighted Quality Scores for all the Sub-Criteria in the Technical Envelope are added together to give an overall score out of 100, as shown in the illustrative example below:

Quality Award Criteria	Sub Criteria	Sub Criteria Weighting	Applicant Score	Applicant Weighted Quality Score
Non-scored information (Pass/Fail Elements)	Staff Organogram	N/A	N/A	N/A
	Mobilisation Plan	N/A	N/A	N/A
1: Applying your Skills and Experience	1.1: Relevant skills and experience (minimum scoring requirement of 2)	18.49%	4	14.79%

2: Staffing the Service	2.1: Resource Planning	14.29%	5	14.29%
3: Mobilisation of the Service	3.1: Mobilisation Plan (minimum scoring requirement of 2)	18.49%	3	11.09%
4: Delivering a Quality Service	4.1: Compliance with the Contract (minimum scoring requirement of 2)	17.65%	4	14.12%
	4.2: Delivery of excellent customer service	10.92%	3	6.55%
	4.3: Business Continuity and Disaster Recovery Plan (BCDR)	10.92%	5	10.92%
	4.4: Delivery of environmental benefits	9.24%	4	7.39%
			Total	79.15%

4.17 Therefore, in the example above the Applicant would receive a Total Weighted Quality Score of 79.15%. The Total Weighted Quality Score will be calculated to two decimal points.

4.18 The Total Weighted Quality Score will be used in Stage 4 to calculate the Applicant's Final Score.

Minimum Quality Thresholds

- 4.19 Applicants are required to achieve minimum quality thresholds in order to be taken through to the next stage of the evaluation process.
- 4.20 Applicants are required to achieve at least a minimum overall non-weighted score of 21 out of 35 in the Technical Envelope. Where an Applicant achieves a non-weighted score of less than 21 out of 35 in the Technical Envelope, their Tender will be rejected and will not be taken forward to the next stage of the evaluation process.
- 4.21 Applicants are required to achieve at least a minimum score for certain Quality Award Criteria defined as Minimum Quality Criteria. An Applicant must achieve a non-weighted score of 2 or above for each Minimum Quality Criterion to be taken through to the next stage of the evaluation process. Where an Applicant achieves a non-weighted score of 0 or 1 for Sub Criteria 1.1, 3.1 or 4.1 in the Technical Envelope, their Tender will be rejected and will not be taken forward to the next stage of the evaluation process.

Stage Three – Price Award Criterion (Commercial Envelope)

- 4.22 Stage 3 of the evaluation process will evaluate the responses contained within the Commercial Envelope submitted by Applicants. The Price Award Criterion comprises the price bid for each Sub-Criterion (or cell) in the SQM Price Bid Pro Forma.
- 4.23 The Price Award Criterion assesses the maximum prices submitted by the Applicant for each price Sub-Criterion, i.e. the price for providing the following services:
- A Desktop Audit; and
 - On-Site Audits. This is comprised of a number of Sub-Criteria which relate to the size of the Legal Services Provider by reference to the number of Full-Time Equivalent (“FTE”) employees and the number of offices.
- 4.24 Each Sub-Criterion has a weighting which reflects its relative importance. The full list of weightings of each Sub-Criterion is as follows:

Desktop Audit	5%				
Number of offices operated by Legal Services Provider	1-2	3-6	7-10	11-15	16+

1 FTE (Sole practitioner)	12%				
2-6 FTE	14%	11%			
7-15 FTE	10%	7%	3%		
16-60 FTE	6%	8%	5%	3%	
61+ FTE	2%	4%	4%	3%	3%

4.25 The LAA will consider the price submitted by the Applicant for each Sub-Criterion in the SQM Price Bid Pro Forma. Applicants must not apply weightings in their Tender response.

4.26 The LAA will apply weightings to the price submitted by an Applicant in each Sub-Criterion in the SQM Price Bid Pro Forma. For example, the price submitted by an Applicant for a Desktop Audit will be multiplied by 5% (calculated as price submitted * 0.05) to determine the Weighted Price for that Sub-Criterion. Weighted Prices will be calculated to two decimal places.

4.27 The Total Weighted Price for each Applicant will be automatically calculated in the SQM Price Bid Pro Forma as the sum of all Weighted Prices, calculated to two decimal places. The Total Weighted Price will be available to Applicants at the point of completing the SQM Price Bid Pro Forma. The Total Weighted Price will be used in Stage 4 to calculate the Applicant's Final Score.

4.28 For the avoidance of doubt, an example of how this would be calculated (using randomly selected prices) by the SQM Price Bid Pro Forma, is set out below:

Step 1: Applicant provides prices for each Sub Criterion in the SQM Price Bid Pro Forma

Desktop Audit	£250
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	Number of offices operated by Legal Services Provider				
	1-2	3-6	7-10	11-15	16+
1 FTE (Sole practitioner)	£550				
2-6 FTE	£600	£650			
7-15 FTE	£700	£750	£800		
16-60 FTE	£850	£900	£1000	£1050	
61+ FTE	£1100	£1150	£1200	£1250	£1300

Step 2: The Weighted Prices for each Sub Criterion are calculated automatically by the Price Bid Form (using the example prices in Step 1). The spreadsheet will calculate the Total Weighted Price.

Desktop Audit	(£250*5%) £12.50
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	Number of Offices operated by Legal Services Provider				
	1-2	3-6	7-10	11-15	16+
1 FTE (Sole practitioner)	(£550*12%) £66				
2-6 FTE	(£600*14%) £84	(£650*11%) £71.50			
7-15 FTE	(£700*10%) £70	(£750*7%) £52.50	(£800*3%) £24		
16-60 FTE	(£850*6%) £51	(£900*8%) £72	(£1000*5%) £50	(£1050*3%) £31.50	
61+ FTE	(£1100*2%) £22	(£1150*4%) £46	(£1200*4%) £48	(£1250*3%) £37.50	(£1300*3%) £39

Total Weighted Price £777.50

4.29 Where the LAA deems that any of the prices submitted by an Applicant in the Sub-Criterion appear to be abnormally low, it will consider the information provided in the Applicant's Costs Breakdown Assessment Pro Forma. The LAA reserves the right to reject a Tender where the information supplied in the Costs Breakdown Assessment Pro Forma does not satisfactorily account for the price submitted by the Applicant.

Stage 4: Final Score

4.30 At Stage 4, an Applicant's Total Weighted Quality Score and Total Weighted Price will be used to calculate its Final Score. To calculate the Final Score the LAA will apply a Weighted Value for Money (WVfM) index. The Final Scores of Applicants will then be ranked and the highest scoring Applicant will be awarded the Contract.

4.31 The WVfM formula used to produce the Final Score is as follows:

$$\frac{\text{Total Weighted Quality Score}^{\frac{wQ}{wC}}}{\text{Total Weighted Price}}$$

Where:

wQ = weighting of Quality which is set at 40% for this procurement process

wC = weighting of Cost which is set at 60% for this procurement process

4.32 An example of how this would be calculated is as follows:

Bidder A receives a Total Weighted Quality Score of 80 (using the calculation outlined in paragraph 4.16 above) and Total Weighted Price Score of £950 is taken from their SQM Price Bid Pro Forma. Their Final Score would be calculated as follows:

$$80 \text{ (Total Weighted Quality Score) to the power of } \frac{40 \text{ (Weighed Quality for this procurement)}}{60 \text{ (Weighed Cost for this procurement)}}$$

£950 (Total Weighted Price)

4.33 In this example the Final Score of Bidder A is 0.019543532. The higher the Final Score, the better the score.

4.34 The Final Score for Bidder A would then be ranked against other Applicants as detailed in the example below:

Applicant	Quality Award Criteria score out of 35 (see note 1 below)	Total Weighted Quality Score (%) (see note 2 below)	Total Weighted Price	Final Score	Rank
Bidder A	28	80.00	£950	0.019543532	4
Bidder B	30.40	86.67	£1,000	0.019634183	3
Bidder C	24.50	70.00	£800	0.021231241	2
Bidder D	24.50	70.00	£950	0.017379653	5
Bidder E	31.50	90.00	£800	0.024361839	1

Note 1: the Quality Award Criteria is out of 35 as that is the maximum quality score that can be awarded across the 7 Sub-Criteria within the tender (as explained in paragraph 4.10 above)

Note 2: the Total Weighted Quality Score has been calculated using the method outlined in paragraph 4.16 above)

4.35 In the above example Bidder E would be successful and awarded the contract as they have the highest Final Score.

4.36 In the unlikely event that Applicants are tied (which prevents the LAA identifying a successful Applicant), the LAA will show preference to the Applicant which achieved higher scores in the Sub-Criteria designated as Priority Questions below.

4.37 The Sub-Criteria which are Priority Questions are:

- 3.1 – Mobilisation Plan; and
- 1.1 – Relevant skills and experience; and
- 4.1 – Compliance with the Contract

- 4.38 The LAA will consider the scores that each tied Applicant has achieved for Sub-Criterion 3.1 (Mobilisation Plan) and award to the Applicant who achieved the highest score for this question.
- 4.39 If bids are still tied the LAA will then consider the scores that each tied Applicant has achieved for Sub-Criterion 1.1 (Relevant skills and experience) and award to the Applicant who achieved the highest score for this question.
- 4.40 If bids are still tied the LAA will then consider the scores that each tied Applicant has achieved for Sub-Criterion 4.1 (Compliance with the Contract) and award to the Applicant who achieved the highest score for this question.
- 4.41 Where Applicants are still tied following the process set out above, the LAA will consider the overall highest weighted quality score that each tied Applicant has achieved and award to the Applicant who achieved the highest Total Weighted Quality Score.

Stage 4: Contract Award

- 4.42 All Applicants will be notified of the outcome of their Tender by a letter sent through the message board within the e-Tendering system. Contracts may be awarded with conditions applied, such as where the LAA has accepted the exceptional circumstances provided by an Applicant in its SQ Response but wishes to monitor the position of the Licensee in respect of those exceptional circumstances during the life of the Contract.
- 4.43 Where Applicants have been unsuccessful following Stage 3 or Stage 4, their letter will set out their score, ranking, strengths and weaknesses of their Tender, and the relative advantages of the successful Applicant's Tender.
- 4.44 The LAA will observe a 10-day stand still period beginning the day after notification of this procurement process is sent to Applicants.
- 4.45 The sole right of appeal is set out at paragraph 5.39 of this IFA.
- 4.46 Any award of a Contract to a successful Applicant is conditional on:

- satisfactory validation of the SQ mandatory and discretionary grounds for exclusion responses provided by the Applicant when requested by the LAA
- the Contract being executed in accordance with the LAA's internal procedures, which may include requiring indemnities or guarantees
- satisfactory validation of the successful Applicant's FVRA Pro Forma.

FVRA Pro Forma Validation

- 4.47 The successful Applicant will be asked to confirm within 3 Working Days of notification whether there have been any significant changes to the FVRA Pro Forma and/or the Supporting Financial Information submitted in their SQ Response.
- 4.48 Following Contract execution, a Provider's FVRA Pro Forma and Supporting Financial Information will be used by the LAA Contract Manager to inform ongoing contract management activity.
- 4.49 The LAA reserves the right not to award a Contract or to withdraw a notification of award at any time before the Contract is executed. This includes, but is not limited to, circumstances where, following validation of the FVRA Pro Forma, the LAA has serious concerns about an Applicant's ability to operate, for example owing to its cash flow position.

SECTION 5: GENERAL RULES OF THIS PROCUREMENT PROCESS

Introduction

- 5.1 This procurement process is governed by this IFA which represents a complete statement of the rules of the procurement process. This IFA supersedes all prior negotiations, representations or undertakings, whether written or oral. References to 'Tender' include, as applicable, all or any submission forming part of a Tender including responses to the SQ and the SQM ITT.
- 5.2 The contract is a concession contract. Concession contracts are governed by the Concession Contracts Regulations 2016 ("CCR 2016"). The LAA has determined that the value of the contract is below the threshold for the CCR 2016. It will, however, observe the fundamental principles of equal treatment and non-discrimination in CCR 2016.
- 5.3 This IFA and any supplementary documents issued as part of this procurement process (including the SQ and SQM ITT) are governed and construed in accordance with English Law.

Submitting a Tender

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

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

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

- 5.6 The Applicant must submit a complete Tender (in accordance with paragraph 5.8) using the e-Tendering system at www.legalaid.bravosolution.co.uk. The LAA will not consider any Tender submitted by the Applicant in any other form, or by any other method.
- 5.7 A Tender must be authorised by a member of Key Personnel who either:
- (i) has decision and/or veto rights over decisions relating to the running of the Applicant; or
 - (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant.
- 5.8 The Applicant must submit a complete Tender prior to the Deadline. To be considered, the Applicant must reply to every question in the Tender and upload all requested documentation, even if it has previously provided this information or if it is otherwise of the view that the LAA is already aware of such information.
- 5.9 The Applicant may only submit one Tender (i.e. one SQ Response and one SQM ITT Response). If more than one SQ Response or SQM ITT Response is received from the Applicant, the LAA will assess the last SQ Response or SQM ITT Response submitted before the Deadline and any others will be rejected.
- 5.10 The Applicant may amend and resubmit its Tender at any time up to the Deadline. Only the last Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.
- 5.11 The Applicant must ensure that its Tender is fully and accurately completed. The Applicant must ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the LAA.

- 5.12 Subject to the LAA's right to clarify at paragraph 5.27, the Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 5.13 In the event of any conflict between the information, answers or documents submitted as part of a Tender, without prejudice to the other rules of the procurement process, including the LAA's right to clarify, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. This may mean that the LAA may reject the Tender in whole or in part.
- 5.14 When providing the Services within Wales, the Applicant must ensure it is accessible to, and understandable by, those whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 5.15 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to deliver the Services it has submitted a Tender for.
- 5.16 The Applicant must keep any Tender valid and capable of acceptance by the LAA up to the Contract Commencement Date.
- 5.17 By submitting a Tender, the Applicant agrees to be bound by the SQM Contract without further negotiation or amendment.
- 5.18 In submitting its Tender, the Applicant acknowledges that this procurement process is entirely independent of any other procurement processes that have been run by the LAA or any predecessor organisation. Accordingly, no previous conduct or decisions of the LAA can be relied upon by the Applicant as setting any precedent for the LAA's conduct in respect of this procurement process.

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

Right to Cancel or Amend the Procurement Process

- 5.22 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be published on the LAA's website at: <https://www.gov.uk/guidance/specialist-quality-mark-services-from-october-2022> and notified to individual Applicants through a message on the e-Tendering system.
- 5.23 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with paragraph 5.22 before the Deadline may be rejected.
- 5.24 The LAA reserves the right to suspend or cancel the procurement process in its entirety or in part, and not to proceed to award contracts at any time at its absolute discretion.
- 5.25 While the LAA has taken all reasonable steps to ensure, as at the date of the issue of the IFA, that the facts which are contained both within it and associated documents are true and accurate in all material respects, it does not make any representation or warranty as to the accuracy or completeness or otherwise of these documents, or the reasonableness of any assumptions on which these documents may be based. If

contradictory information is contained in this IFA and/or associated documents, the provisions of this Section 5 will take precedence.

- 5.26 All information supplied by the LAA to the Applicant, including that within the IFA, is subject to that Applicant's own due diligence. The LAA accepts no liability to the Applicant whatsoever resulting from the use of the IFA and any associated documents, or any omissions from or deficiencies in them.

Right to Clarify / Verify

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

- 5.28 Where the LAA contacts the Applicant in circumstances outlined in paragraph 5.27, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date may not be considered by the LAA when evaluating the Applicant's Tender.

Right to Exclude

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

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

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

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

Canvassing

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

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

Collusion

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

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

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

Award

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

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

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

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

Appeal and costs and expenses of Tender

5.39 Subject to clause 5.42 the Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the SQ Response (subject to paragraph 5.27-5.28), considers that the LAA has made an error in its assessment of the Applicant's SQ Response.

- 5.40 There is no other right of appeal, including, for example but not limited to, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. Where an Applicant seeks to appeal on other grounds not covered by this paragraph, any such appeal will be rejected. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.
- 5.41 For the avoidance of doubt, there is no right of appeal in respect of the LAA's assessment of ITT Responses.
- 5.42 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.
- 5.43 Appeals should be submitted using the appeals pro-forma which will be made available at <https://www.gov.uk/guidance/specialist-quality-mark-services-from-october-2022>.
- 5.44 The LAA will not accept any appeal submitted after the date detailed in the notification letter for receipt of appeals.
- 5.45 The LAA's Principal Legal Adviser (or their appointed representative) will review all appeals on the papers only and make a determination on the outcome of the appeal. For the avoidance of doubt, there is no further right of appeal.
- 5.46 The Applicant is solely responsible for its own costs and expenses incurred in connection with the preparation and submission of a Tender irrespective of any subsequent cancellation or suspension of this procurement process by the LAA. Under no circumstances will the LAA, or any of its employees, be liable for any costs incurred by the Applicant.

Confidentiality, Data Protection & Freedom of Information

- 5.47 The LAA may share any information contained in an Applicant's Tender with the provider of the e-Tendering system for the purposes of administering the procurement process.
- 5.48 The Applicant should note that under the Freedom of Information Act 2000 (the "FOIA"), the LAA may be required to disclose details of its Tender in response to a

request from third parties, either during or after the procurement process. The LAA can only withhold information where it is covered by a valid exemption as set out in the FOIA.

- 5.49 If an Applicant is concerned about possible disclosure, it should contact the LAA and clearly identify the specific parts of the Tender that it considers commercially sensitive or confidential (within the meaning of the FOIA), the harm that disclosure may cause and an estimated timescale for that sensitivity. The Applicant must familiarise itself with the Information Commissioner's current position on the disclosure and non-disclosure of commercially sensitive information and accordingly should not notify the LAA of a blanket labelling of its entire Tender as confidential.
- 5.50 The Applicant must be aware that the receipt by the LAA of information marked 'confidential' does not mean that the LAA accepts any duty of confidence in relation to that marking. Neither does the LAA guarantee that information identified by the Applicant as confidential will not be disclosed where the public interest favours disclosure pursuant to the LAA's obligations under FOIA.
- 5.51 The LAA, will collect, hold and use Personal Data obtained from and about the Applicant and its Key Personnel during the course of the procurement process.
- 5.52 By submitting a Tender, an Applicant consents and confirms that they have obtained all necessary consents to such Personal Data being collected, held and used in accordance with and for the purposes of administering the procurement process as contemplated by the IFA and for the management of any Contract subsequently awarded.
- 5.53 The Applicant warrants, on a continuing basis, that it has:
- (a) all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Legislation (which includes the Data Protection Act 1998, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 (from the respective date when each is in force) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable law about the processing of personal data and privacy together with any codes of conduct and guidance issued by the Information Commissioner); and

(b) otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the LAA the Personal Data and allow the LAA to carry out the procurement process. The Applicant shall immediately notify the LAA if any of the consents is revoked or changed in any way which affects the LAA's rights or obligations in relation to such Personal Data.

5.54 The LAA may disclose any documentation or information submitted by the Applicant as part of a Tender, whether commercially sensitive or not, for the purposes of complying with any control and/or reporting obligations, to any other central Government Department or Executive Agency. For the avoidance of doubt, information will not be disclosed outside Government for these purposes. By submitting a Tender, Applicants consent to documentation and information being held and used for these purposes.

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

5.56 Following completion of this procurement process, the LAA will retain copies of the Tender for such time as it considers reasonable to satisfy the LAA's audit obligations and for any associated contract management purposes.

Copyright & Intellectual Property Rights

5.57 The information contained in this IFA is subject to Crown copyright 2016. Applicants may, subject to 5.58, reuse this document (excluding logos) free of charge in any format or medium, under the terms of the Open Government Licence v3.0. To view this licence, visit:

<http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3>

or write to the: Information Policy team, The National Archives, Kew, London, TW9 4DU, or complete the online enquiry form

<https://www.nationalarchives.gov.uk/contact/contactform.asp?id=8>

5.58 If an Applicant uses this IFA under the Open Government Licence v3.0, it should include the following attribution: "Procurement of Specialist Quality Mark Services (SQM Services) in England and Wales from 1 October 2022, Licensed under the Open Government Licence v3".

ANNEX A – SQM SERVICES – KEY FIGURES

This Annex provides historical data. The LAA provides no guarantees or warranties regarding the actual volumes, profile or types of audits under the SQM Contract.

Table 1: Historical Audit Volumes

The historical volumes for completed audits per year are set out below:

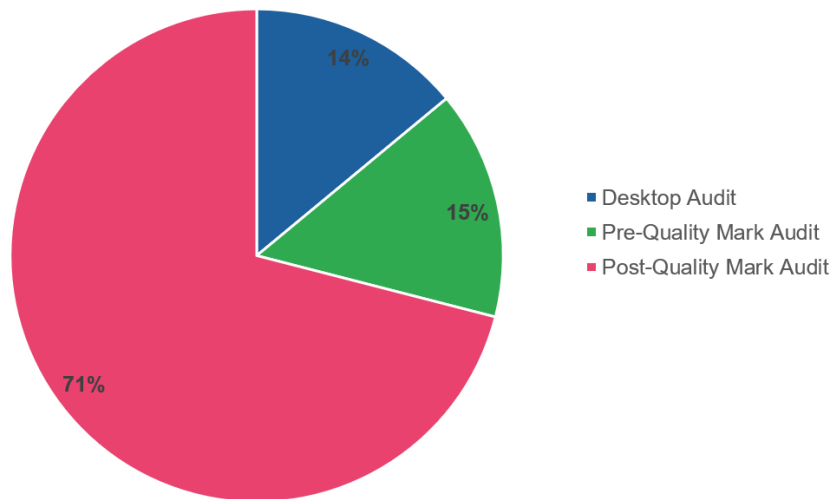
Year	Desktop Audits	On-Site Audits*		Total On-Site Audits	Total Audits
		Pre-Quality Mark Audits	Post-Quality Mark Audits		
2017/18	26	86	168	254	280
2018/19	183	125	658	783	966
2019/20	21	50	147	197	218
2020/21	11	7	263	270	281

*Note: since March 2020, as a result of the COVID-19 pandemic, 'On-Site Audits' have been conducted via a mix of audits on-site, remote or a blended approach, depending on circumstances. The term 'On-Site Audits' is therefore used here to mark the distinction from Desktop Audits.

Chart 2: Historical Information on Audit Types

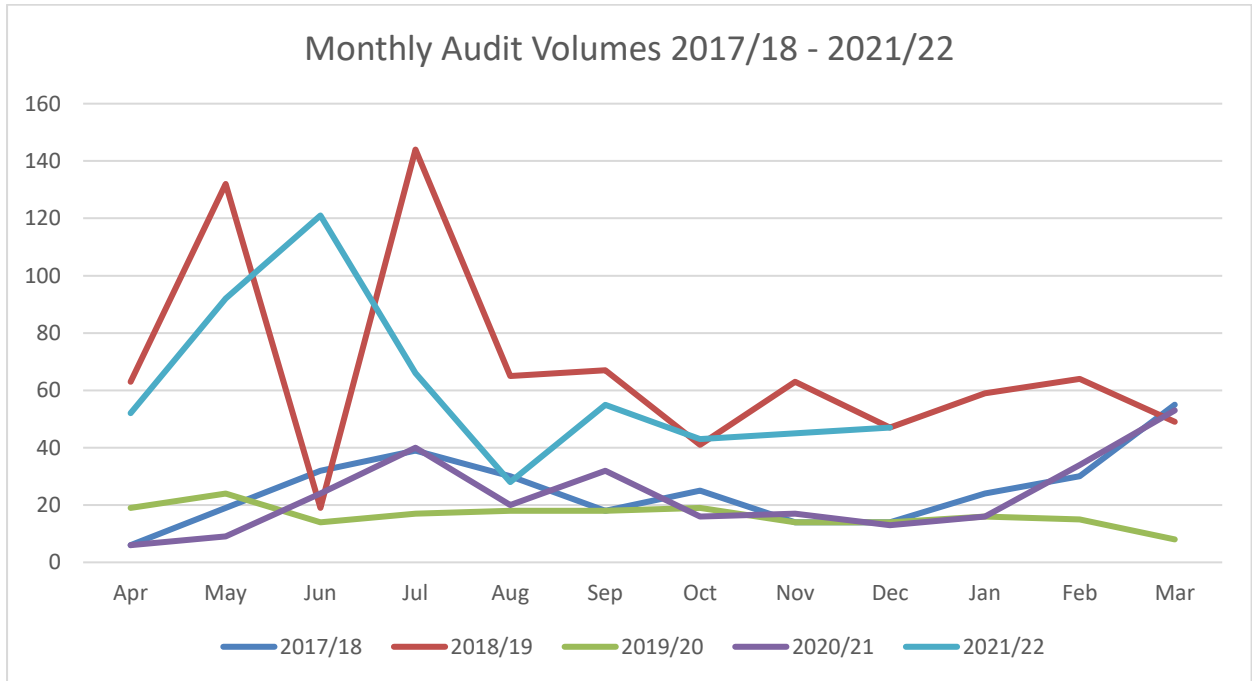
The historical types of Audit between 2016/17 and 2020/21 are set out below:

Historical audit types 2017-2021



Table/Chart 4: Monthly Audit Volumes

A breakdown of monthly Audit volumes (Desktop and On-Site) across for the years 2017/18 – 2020/21 and latest volumes for the year 2021/22 is set out below:



Year	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
2017/18	6	19	32	39	30	18	25	14	14	24	30	55	306
2018/19	63	132	19	144	65	67	41	63	47	59	64	49	813
2019/20	19	24	14	17	18	18	19	14	14	16	15	8	196
2020/21	6	9	24	40	20	32	16	17	13	16	34	53	280
2021/22	52	92	121	66	28	55	43	45	47				

Note: due to changes in the way Audits undertaken and Audits completed were accounted for in earlier years, the monthly volumes shown here do not map directly against the volumes shown in Table 1. These figures are provided, however, to illustrate the monthly pattern of audits over the year.

Table 5: Audits Conducted by Audit Type by Legal Service Provider Organisation Size

Below is a breakdown of the number of Audits by Audit type conducted historically by Legal Service Provider organisation size (referred to as 'LSP' in the table below):

Size of LSP/Type of Audit	2017/18	2018/19	2019/20	2020/21
1 FTE				
Desktop Audit	2	51	3	3
Pre-Quality Mark Audit	9	33	11	0
Post-Quality Mark Audit	12	23	16	38
Total	23	107	30	41
2-6 FTE				
Desktop Audit	13	99	12	6
Pre-Quality Mark Audit	65	71	26	4
Post-Quality Mark Audit	65	326	96	163
Total	143	496	134	173
7-15 FTE				
Desktop Audit	6	27	5	1
Pre-Quality Mark Audit	11	15	10	2
Post-Quality Mark Audit	67	230	29	44
Total	84	272	44	47
16-60 FTE				
Desktop Audit	4	6	1	1
Pre-Quality Mark Audit	1	6	2	1
Post-Quality Mark Audit	20	74	6	13
Total	25	86	9	15
61+ FTE				
Desktop Audit	1	0	0	0
Pre-Quality Mark Audit	0	0	1	0
Post-Quality Mark Audit	4	5	0	5
Total	5	5	1	5

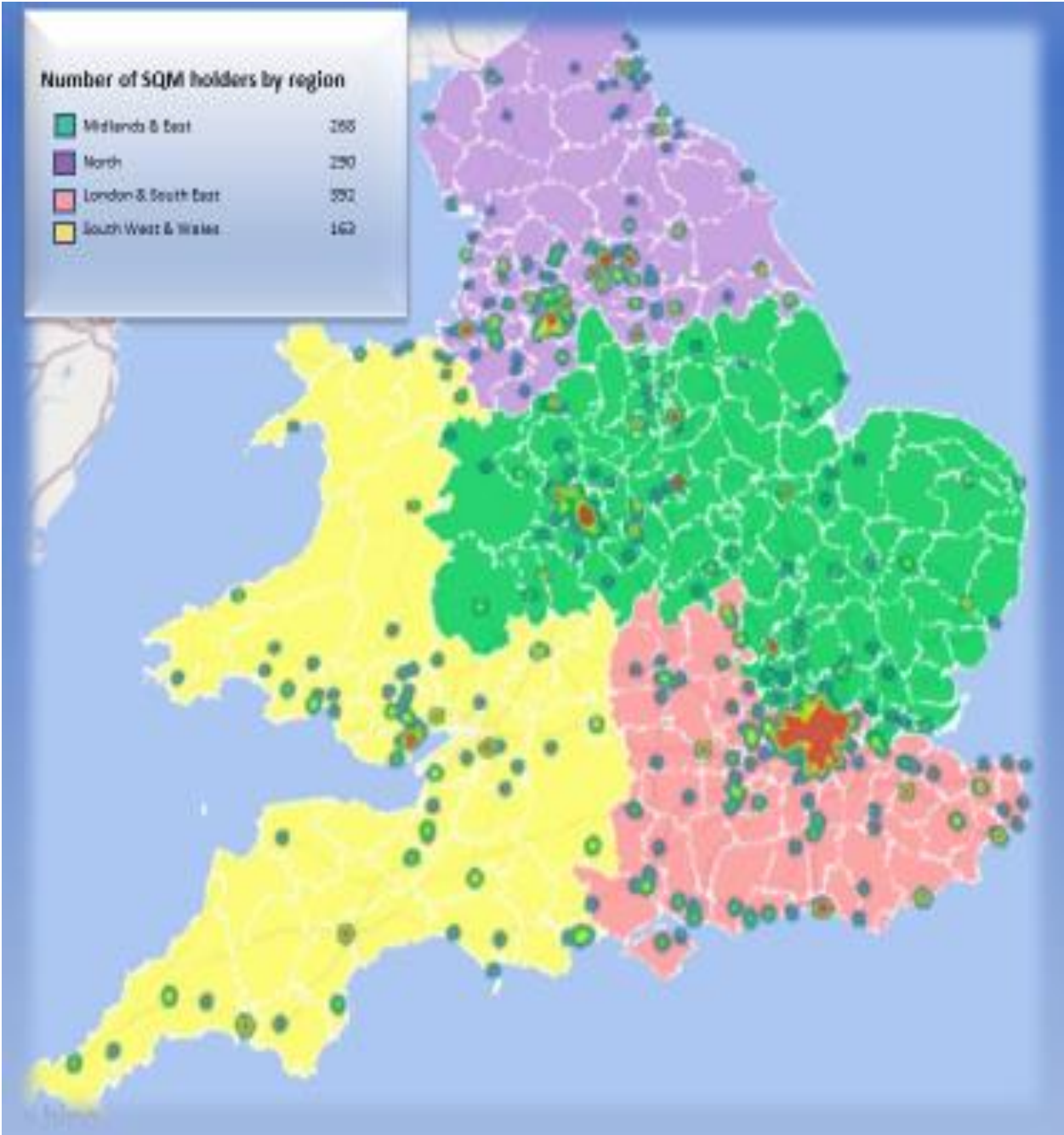
Table 6: Audits Conducted by Legal Service Provider Organisation Size and Number of Offices

Below is a breakdown of the number of On-Site Audits conducted historically by Legal Services Provider organisation size and number of offices:

FTE	No. of offices																			
	2017/18					2018/19					2019/20					2020/21				
	1-2	3-6	7-10	11-15	16+	1-2	3-6	7-10	11-15	16+	1-2	3-6	7-10	11-15	16+	1-2	3-6	7-10	11-15	16+
1	21					56					27					38				
2-6	124	6				366	30			1	105	17				156	11			
7-15	67	11	0			218	24	3			27	10	2			42	4	0		
16-60	8	11	1	0	1	21	47	9	3		2	2	2	1	1	11	2	0	1	
61+	0	2	0	1	1	0	2	2	1	0	0	0	1	0	0	0	3	1	0	1

Chart 7: Map detailing location of current SQM Holders

Below is a breakdown of the geographical location of current SQM Holders across England and Wales (data correct at December 2021)



ANNEX B: SQ QUESTIONS AND ASSESSMENT

Section A – organisation and contact details

<p>Note</p>	<p>Before submitting your Selection Questionnaire Response, please carefully read the Information For Applicants (IFA) for this procurement process (“Invitation to Tender to administer the Legal Aid Agency’s Specialist Quality Mark from October 2022: Information for Applicants”). This can be downloaded from the 'Attachments' section at the top of this page. The IFA gives information about the procurement process, including how to complete a Tender.</p> <p>When completing your Tender in the LAA’s e-Tendering system you should save your work regularly.</p> <p>If you are logged onto the e-Tendering system but do not use it for 15 minutes, the system will notify you through a 'pop up'. So that you can see this and click the 'Refresh' link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the e-Tendering system and do not lose any unsaved information.</p> <p>Do not use the 'Back' or 'Forward' buttons on your browser; you could potentially lose your work. Please use the links on the e-Tendering system to navigate.</p>	
<p>Note</p>	<p>All Applicants must submit a response to this Selection Questionnaire (SQ), regardless of whether they have previously submitted a SQ response as part of any other procurement process. In addition to responding to this SQ, Applicants tendering to administer the Legal Aid Agency’s Specialist Quality Mark from October 2022 must ensure that they also complete and submit a response to the Invitation To Tender (ITT) for this procurement process.</p>	
<p>No.</p>	<p>Question</p>	<p>Response options and assessment</p>
<p>A.1</p>	<p>Full name of Applicant including trading name(s) that will be used if successful in this procurement process</p>	<p>Free text</p>
<p>A.2.i</p>	<p>Registered or head /main office address</p> <p>Where the Applicant does not yet have a registered or head/main office, please enter “N/A”</p>	<p>Free text</p>
<p>A.2.ii</p>	<p>Postcode of registered or head/main office address</p> <p>Where the Applicant does not yet have a registered or head/main office, please enter “N/A”</p>	<p>Free text</p>
<p>A.3.i</p>	<p>Intended trading status</p>	<p>Options list</p> <p>a) Public limited company</p>

		<ul style="list-style-type: none"> b) Limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other
A.3.ii	If you answered "Other" to question A.3.i, please explain your trading status	Free text
A.3.iii	Is the Applicant a small, medium or micro enterprise (SME)?	Options list: Yes No
A.3.iv	Date of incorporation with Companies House or registration with Charity Commission for England and Wales Where the Applicant does not yet have a registered trading status, please enter "N/A"	Free text
A.3.v	Company registration number (if applicable) If this does not apply to the Applicant, please answer "N/A"	Free text
A.3.vi	Charity registration number (if applicable) If this does not apply to the Applicant, please answer "N/A"	Free text
A.3.vii	Head office DUNS number (if applicable) If the Applicant does not have a DUNS number, please answer "N/A"	Free text
A.3.viii	Where the Applicant has a limited liability (e.g. where it is an LLP or limited company unless a registered charity), please confirm the names of the individuals required and authorised to sign any indemnity or guarantee required by the LAA. Where the Applicant does not have a limited liability, please answer "N/A".	Free text
A.4.i	Predecessor bodies – has the Applicant been subject to any change to its status in the three years preceding the date of its Selection Questionnaire Response submission? This may include (but is not	Options list: i) Yes

	limited to) merger, de-merger or change in legal status such as becoming a limited liability partnership.	ii) No
A.4.ii	If you answered "Yes" to question A.4.i, please provide details of all status changes in this time period.	Free text
A.5.i	<p>Details of immediate parent companies – please list the following details for any organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations. In your response please include:</p> <ul style="list-style-type: none"> - Full name of the parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>If the Applicant does not have any parent companies, please answer "N/A"</p>	Free text
A.5.ii	<p>Details of ultimate parent company – please provide the following details for the Applicant's ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>If the Applicant does not have any parent companies, please answer "N/A"</p>	Free text
A.5.iii	<p>Details of Persons of Significant Control (PSC), where appropriate please provide the following for each PSC:</p> <ul style="list-style-type: none"> - Name; 	Free text

	<ul style="list-style-type: none"> - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date they became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. <p>(Please enter "N/A" if not applicable)</p>	
A.6.i	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Options List Yes (answer A.6.1(ii)) No Not applicable
A.6.ii	If you responded yes to A.6.i, please provide the relevant details, including the registration number(s).	Free text
A.7.i	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Options list Yes (Answer A.7(ii)) No

A.7.ii	If you responded yes to A.7.i, please provide additional details of what is required and confirmation that you have complied with this.	Free text
A.8	Contact details for the purposes of this procurement process – contact name and role within the Applicant organisation.	Free Text
A.9	Contact address and postcode	Free text
A.10	Contact email address	Free text
A.11	Contact telephone number	Free text

Section B – grounds for mandatory exclusion

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

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

	<p>If the Applicant answers “Yes” to question B.1 on convictions it may still avoid exclusion if it is able to demonstrate mitigating circumstances which the LAA deems to be satisfactory. If the Applicant is in that position, please provide details in the free text box to the supplementary question B.1(a) - (e).</p> <p>If the Applicant answers “Yes” to question B.2 on the non-payment of taxes or social security contributions, and has not paid or entered into a binding arrangement to pay the full amount, it may still avoid exclusion if only minor tax or social security contributions are unpaid or if it has not yet had time to fulfil its obligations since learning of the exact amount due. If the Applicant is in that position, please provide details in the free text boxes to the supplementary question B.2(a) - (f).</p> <p>Applicants that fail to provide the required information will be excluded. Applicants must be explicit and comprehensive in responding to these questions as this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the SQ Response) apply.</p>	
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B.1	<p>The detailed grounds for mandatory exclusion of an organisation are set out at Regulation 38(8) of the Concession Contracts Regulations 2016 (“CCR 2016”) and should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years the Applicant or any member of the administrative, management or supervisory body of the Applicant, or any person who has powers of representation, decision or control in the Applicant within the meaning of Regulation 38(9) of the CCR 2016 (“Connected Person”) have been convicted anywhere in the world of any of the type of offences listed within the summary below and more specifically listed at Regulation 38(8) of the CCR 2016:</p> <ul style="list-style-type: none"> a) Participation in a criminal organisation; b) Corruption; c) Fraud; d) Terrorist offences or offences linked to terrorist activities; e) Money laundering or terrorist financing; f) Child labour and other forms of trafficking in human beings. 	<p>Yes (Fail, subject to information in B.1(a) – (e))</p> <p>No (Pass)</p>
B.1(a)	If the Applicant has answered “Yes” in relation to a Connected Person, please give the name and position of the person(s) convicted. If the response relates to the Applicant, please enter “Relates to Applicant”	Free text
B.1(b)	Please explain which of the grounds listed the conviction was for and the reasons for conviction	Free text
B.1(c)	Please give the date of the conviction	Free text
B.1(d)	If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents	Free text
B.1(e)	Have measures been taken to demonstrate the reliability of the Applicant despite the existence of a relevant ground for exclusion? If so, please give details of the steps taken by the Applicant.	Free text
B.2	Within the past five years has the Applicant been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), to be in breach of obligations related to the payment of tax or social security contributions?	<p>Yes (Fail, subject to information in B.2(a) – (f))</p> <p>No (Pass)</p>
	If the Applicant has answered “Yes” to question B.2, it must give details by answering questions B.2(a)– (f) below.	

B.2(a)	Please give the name and position of the person(s) involved. If the response relates to the Applicant, please enter "Relates to Applicant"	Free text
B.2(b)	Please explain what the obligations were, which the Applicant has failed to meet, including the name of the social security contribution or tax, the date(s) it fell due and the date of the binding decision referred to in B.2 above.	Free text
B.2(c)	Please confirm that you have paid the outstanding sum (including the date paid in full) or give the value of unmet obligation(s)	Free text
B.2(d)	If the social security contribution or tax relates to the Applicant, please confirm the percentage value of the unmet obligation(s) of the Applicant's annual turnover.	Free text
B.2(e)	Please give details of any binding agreement to fulfil the obligation(s) with a view to paying, including, where applicable: - the date the agreement was made; and - any accrued interest and/or fines; and - the date by which the amount(s) were or will be repaid. If no agreement is in place, please enter "No agreement"	Free text
B.2(f)	Please attach evidence of the binding agreement reached, where appropriate. Where you do not have evidence of a binding agreement there is no need to attach a document.	Attachment

Section C – grounds for discretionary exclusion

The LAA may exclude Applicants that submit a response designated as 'discretionary fail' to any one of the following questions but will consider the exceptional circumstances submitted by Applicants.

In the event that an Applicant submits a response designated as 'discretionary fail' to any of the following questions, it must provide information in the free text box to the supplementary questions provided, outlining the circumstances including exceptional circumstances that it wishes the LAA to consider in assessing the response. If there is more than one incident, the Applicant must give the information about each incident.

Applicants that fail to provide the required information will be excluded. Applicants must be explicit and comprehensive in responding to these questions as this will be the single source of information that the LAA will use to decide whether or not exceptional circumstances (which may result in the LAA deciding not to reject the SQ Response) apply.

	Unless a different time period is specified in any question, please indicate if, within the past three years, anywhere in the world any of the following situations have applied to the Applicant or any of its Key Personnel.	
C.1	Has the Applicant been found to have violated environmental obligations, social obligations and/or labour law obligations established by national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Concessions Directive as amended from time to time?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.1 it must give details by answering questions C.1(a) - (d) below.	
C.1(a)	Please give details about the nature of the event(s) leading to this violation	Free text
C.1(b)	Please give details about the nature of the violation and any sanction applied	Free text
C.1(c)	Please give the date when the violation occurred	Free text
C.1(d)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a violation	Free text
C.2	Is/has the Applicant been: <ul style="list-style-type: none"> • Bankrupt; or • the subject of insolvency; or • the subject of winding-up proceedings, where the assets are being administered by a liquidator or by the court, or where its business activities are/have been suspended; or • entered into an arrangement with creditors, such as a Company Voluntary Arrangement (CVA); or • it is/has been in any analogous situation arising from a similar procedure under the laws and regulations of any State, such as the imposition of a County Court Judgement? 	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions as appropriate below.	
C.2(a)	Please select all of the events which apply	Multiple options list (please select all that apply): i) Bankruptcy (answer C.2(b)(i) – C.2(b)(ii)) ii) the subject of insolvency (answer C.2(c)(i) – C.2.(c)(ii)) iii) the subject of winding-up proceedings, where the assets are being administered by a liquidator or by the

		court, or where its business activities are/have been suspended (answer C.2(d)(i) – C.2.(d)(ii) iv) entered into an arrangement with creditors (answer C.2(e)(i) – C.2(e)(v))v) it is/has been in any analogous situation arising from a similar procedure under the laws and regulations of any State (answer C.2(f)(i) – C.2(f)(iii))
C.2(b)(i)	<p>Please give details about each situation set leading to bankruptcy, including the amount of money involved and the date(s) when the issue(s) arose.</p> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple bankruptcies, information should be provided for each instance.</p>	Free text
C.2(b)(ii)	<p>Please give details about:</p> <ul style="list-style-type: none"> • any measures the Applicant has taken to ensure that the situation(s) are resolved • the current position on repayments including the date by which the amount will be repaid and/or • whether the bankruptcy(ies) has/have been discharged. 	Free text
C.2(c)(i)	<p>Please give details about each situation leading to each insolvency, including the date(s) when the issue(s) arose.</p> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple insolvencies, information should be provided for each instance.</p>	Free text
C.2(c)(ii)	<p>Please give details about:</p> <ul style="list-style-type: none"> • any measures the Applicant has taken to ensure that the situation(s) are resolved • the current position with creditors, including any agreement on repayments and the date by which the amount will be repaid 	Free text
C.2(d)(i)	<p>Please give details about each situation leading to winding-up proceedings, including the date(s) when the issue(s) arose.</p>	Free text

	For the avoidance of doubt, where Applicants need to provide details relating to multiple winding up proceedings, information should be provided for each instance	
C.2(d)(ii)	<p>Please give details about:</p> <ul style="list-style-type: none"> any measures the Applicant has taken to ensure that the situation(s) are resolved the outcome of any proceedings 	Free text
C.2(e)(i)	<p>Please confirm the nature of the arrangement(s) entered into with creditors.</p> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple arrangements with creditors, information should be provided for each instance.</p>	Free text
C.2(e)(ii)	Please provide the value(s) of the arrangement(s) when entered into	Free text
C.2(e)(iii)	Please provide the date(s) on which the arrangement(s) was/were entered into	Free text
C.2(e)(iv)	When is/are the arrangement(s) due to be discharged?	Free text
C.2(e)(v)	In respect of any instance set out in response to C.2(e)(i), is/has the Applicant been the subject of an arrangement with creditors as a result of the non-payment of taxes or social security contributions?	Yes (Answer C.2(e)(vi) - C.2(e)(viii)) No
C.2(e)(vi)	<p>Have/Are the outstanding taxes or social security contributions been/being repaid in full as a result of entering the arrangement with creditors? If yes, please also confirm the date they were/will be repaid in full.</p> <p>If no, please confirm the proportion of the outstanding taxes or social security contributions</p>	Free text
C.2(e)(vii)	<p>What proportion of the outstanding taxes or social security contributions has been repaid through the arrangement with creditors to date, expressed as pence in the pound.</p> <p>Where the arrangement has now completed its payment schedule, please answer 'N/A'.</p>	Free text

C.2(e)(viii)	Has/Was the arrangement entered into as a result of the non-payment of taxes or social security contributions been the subject of any rescheduling or missed payments?	Yes (Answer C.2(e)(ix) – C.2(e)(xi)) No (Answer C2(e)(xi))
C.2(e)(ix)	<p>Where the arrangement with creditors has/was the subject to any rescheduling of repayments or missed payments, please provide:</p> <ul style="list-style-type: none"> • the reason for scheduling or missing payments; • details of what changes were agreed, including the date when the rescheduling occurred. In the case of missed payments, please provide details of any agreement to repay the arrears; and • confirmation of changes to the repayment amount (including the amount the repayments were changed from); and • confirmation of any change to the date of discharge (including the original date of discharge). <p>Where the arrangement with creditors has not been subject to any rescheduling of repayments please enter "N/A".</p>	Free text
C.2(e)(x)	<p>On what dates do each of the next payments of taxes and social security contributions for which the Applicant is liable fall due?</p> <p>For the avoidance of doubt this includes, but is not limited to, Income Tax, PAYE, National Insurance contributions, Corporation Tax and VAT.</p>	Free text
C.2(e)(xi)	Have all subsequent payments of taxes and social security contributions after entering the arrangement with creditors been met?	Yes No (Answer C.2(e)(xii))
C.2(e)(xii)	<p>Where the Applicant has answered “No” to C2(e)(xi), please provide details of:</p> <ul style="list-style-type: none"> - the type of liability owing (which tax or social security contribution); and - to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and 	Free text

	<ul style="list-style-type: none"> - the amount of the outstanding liability; and - the date on which the amount became due; and - whether there is a binding agreement in place to repay the amount. 	
C.2(f)(i)	<p>Please give details of the type of event and the date on which it occurred</p> <p>For the avoidance of doubt, where Applicants need to provide details relating to multiple events, information should be provided for each instance.</p>	Free text
C.2(f)(ii)	Please give details about the situation, including the amount of money involved and the date when the issue arose	Free text
C.2(f)(iii)	Please give details about any measures taken to ensure that the situation is resolved and confirm the current position on repayments, including the date by which the amount will be repaid.	Free text
C.3	Has the Applicant been found guilty of professional misconduct or has been referred to a disciplinary body following allegations of grave professional misconduct, or has been disqualified as charity trustee?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.3, it must give details by answering questions C.3 (a) - (d) below.	Free text
C.3(a)	Please give the date when the event(s) occurred	Free text
C.3(b)	Please confirm the nature of the event(s) leading to the finding or allegations of grave professional misconduct or disqualification	Free text
C.3(c)	<p>Please give:</p> <ul style="list-style-type: none"> • the date that the finding of grave professional misconduct/disqualification was made. If no finding has been made to date, please give the date of any disciplinary body hearing date if known; • detail of any sanction applied; and • which body made the finding of guilt / is investigating the allegations 	Free text
C.3(d)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the finding or allegations of grave professional misconduct or disqualification.	Free text

C.4	Has the Applicant entered into agreements with other economic operators aimed at distorting competition?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.4, it must give details by answering questions C.4 (a) - (c) below.	
C.4(a)	Please give the date when the event(s) occurred	Free text
C.4(b)	Please confirm the nature of the event(s) leading to an agreement with other market operators aimed at distorting competition	Free text
C.4(c)	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the distortion of competition.	Free text
C.5	Is the applicant aware of any conflict of interest within the meaning of regulation 35 of the Concession Contract Regulations 2016 in the context of this concession contract award process?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.5, it must give details by answering question C.5(a) below.	Free text
C.5(a)	Please describe the nature of the conflict, including how this might be perceived to compromise the Applicant’s impartiality and independence in the context of the procurement procedure.	Free text
C.6	Has the Applicant shown significant or persistent deficiencies in the performance of a substantive requirement under a prior concession contract or a prior contract with a contracting authority or a utility as defined under the Concession Contracts Regulations 2016 or under the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 (including with the LAA), which led to early termination of that prior contract, damages or other comparable sanctions?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.6, it must give details by answering questions C.6(a) - (g) below.	
C.6(a)	Please give the name of the organisation with whom this contract was held	Free text
C.6(b)	Please give the date on which this contract commenced	Free text
C.6(c)	Please give the value of the contract and the time period for which the full contract was due to run	Free text
C.6(d)	Please confirm the nature of the sanction that was applied	Free text
C.6(e)	Please give the date when the early termination/damages/comparable sanction took effect	Free text

C.6(f)	Please confirm the reason for the early termination/damages/comparable sanction	Free text
C.6(g)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/damages/comparable sanction	Free text
C.7	Please answer the following statements:	
	The Applicant: (i) is/has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria set out by the contracting authority or utility in accordance with Regulations 38(1) – 38(3) of the Concession Contracts Regulations 2016; or (ii) has withheld such information or is not able to submit the required documents supporting such information	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.7, it must give details by answering questions C.7(a) - (e) below.	
C.7(a)	Please give the name of the contracting authority from whom your organisation withheld/misrepresented information	Free text
C.7(b)	Please confirm the nature of the affected contract(s)	Free text
C.7(c)	Please give the date when the event(s) occurred	Free text
C.7(d)	Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information	Free text
C.7(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information	Free text
C.8	Has the Applicant: (i) undertaken to (a) unduly influence the decision-making process of the contracting authority or utility; or (b) obtain confidential information that may confer upon the organisation undue advantages in the concession contract award procedure; or ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.8, it must give details by answering questions C.8(a) - (e) below.	
C.8(a)	Please give the name of the contracting authority(ies) affected	Free text

C.8(b)	Please confirm the nature of the affected contract(s)	Free text
C.8(c)	Please give the date when the event(s) occurred	Free text
C.8(d)	Please confirm the action taken by the contracting authority as a result of the Applicant's action	Free text
C.8(e)	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/negligently or materially influencing procurements and/or contracting authorities	Free text
C.9	Is the Applicant a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes (Answer C.9(a)) No (Pass)
C.9(a)	If the Applicant has answered 'Yes' to question C.9, is the Applicant compliant with the annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015?	Yes (pass) (Answer C.9(b)) No (discretionary fail)
C.9(b)	Please provide the relevant URL to view the statement	Free text
	Exceptional circumstances – if the Applicant has answered “No” to question C.9(a), it must give details by answering question C.9(c) below.	
C.9(c)	Please provide all relevant information for the LAA to consider the Applicant's exceptional circumstances including why the Applicant is currently not compliant and what steps are being taken to become compliant with the Act. Please provide timescales for activity to be completed.	Free text

Section D – Economic and financial standing

Applicants must complete and upload the Financial Viability Risk Assessment Pro Forma ('FVRA') Mandatory Attachment and Supporting Financial Information Mandatory Attachment. The award of Contract to the successful Applicant will be conditional on the satisfactory validation of the FVRA Pro Forma against the Supporting Financial Information submitted in this section of the SQ. Please refer to paragraph 4.49 of the IFA for further information.

D.1	Please upload a completed Financial Viability Risk Assessment Pro Forma ('FVRA') Copies of the FVRA Pro Forma can be accessed and downloaded from the 'Attachments' section in this SQ.	Attachment
D.2	Please provide your Supporting Financial Information to validate the FVRA. Applicants must supply one of a-d below:	Attachment

	<p>a) a copy of the Applicant's audited accounts for the last three years</p> <p>b) a statement of the Applicant's turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading</p> <p>c) a statement of the Applicant's cash flow forecast for the current year and a bank letter outlining the Applicant's current cash and credit position</p> <p>d) alternative means of demonstrating the Applicant's financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p> <p>Applicants must provide evidence as a single document attached in answer to this question.</p>	
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Section E – Warranties and declaration

I give my undertaking that I am a member of Key Personnel who either:

- (i) has decision and / or veto rights over decisions relating to the running of the Applicant; or
- (ii) has the right to exercise, or actually exercises, significant influence or control over the Applicant;

and so authorised to make this submission on behalf of the Applicant and confirm that the answers submitted in this Selection Questionnaire Response are correct. I understand that the information will be used in the process to assess the Applicant's suitability to be offered a Contract to administer the LAA's Specialist Quality Mark.

I warrant that the Applicant:

- has the technical and professional ability to successfully deliver the Contract; and
- either has or commits to obtain, prior to the Contract Commencement Date, the levels of insurance cover specified in section 8 of the Contract.

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

	Question	Response Type
E.1	Name of the individual making declaration on behalf of the Applicant	Free text
E.2	Status within the Applicant organisation – please state their role within the Applicant organisation	Free text

ANNEX C: AWARD CRITERIA QUESTIONS AND ASSESSMENT GUIDANCE

Award Criteria

The Award Criteria are set out below. It is recommended that the Applicant review the guidance incorporated into this Annex to understand the approach that will be taken to evaluating each question within the Quality Award Criteria.

Criteria	Criteria	Sub-Criteria	Sub-Criteria Weighting	Total Criteria Weighting
Quality Award Criteria (Technical Envelope)	Non-scored information (Pass/fail elements)	N1 – Submission Requirement: Staff Organogram (Mandatory Attachment)	<i>Pass/Fail (Pass = provision of completed Staff Organogram)</i>	
		N2- Submission Requirement: Mobilisation Plan (Mandatory Attachment)	<i>Pass/Fail (Pass = provision of completed Mobilisation Plan Pro Forma)</i>	
	1: Applying your skills and experience	1.1 Relevant skills and experience (minimum scoring requirement of 2)	18.49	18.49
	2: Staffing the Service	2.1 Resource planning	14.29	14.29
	3: Mobilisation of the Service	3.1 Mobilisation Plan (minimum scoring requirement of 2)	18.49	18.49
	4: Delivering a Quality Service	4.1 Compliance with the Contract (minimum scoring requirement of 2)	17.65	48.73
		4.2 Delivery of excellent customer service	10.92	
		4.3 Business Continuity and Disaster Recovery Plan (BCDR)	10.92	
4.4 Delivery of environmental benefits		9.24		
Declaration (Pass/fail element)		<i>Declaration Pass/Fail (Pass = provision of declaration)</i>		
Price Award Criteria (Commercial Envelope)	SQM Price Bid Pro Forma	P1 – Submission Requirement: SQM Price Bid Pro Forma (Mandatory Attachment)	<i>Pass/Fail (Pass = provision of completed SQM Price Bid Pro Forma)</i>	
	Costs Breakdown Assessment Pro Forma (Pass/fail element)	P2 – Submission Requirement: Costs Breakdown Assessment Pro Forma (Mandatory Attachment)	<i>Pass/Fail (Pass = provision of completed Cost Breakdown Assessment Pro Forma)</i>	

Quality Award Criteria

Non-scored information

<p>Note</p>	<p>Before submitting your Invitation To Tender (ITT) Response, please carefully read the Information For Applicants (IFA) for this procurement process (“Invitation to Tender to administer the Legal Aid Agency’s Specialist Quality Mark from October 2022: Information for Applicants”). This can be downloaded from the 'Attachments' section at the top of this page. The IFA gives information about the procurement process, including how to complete a Tender.</p> <p>When completing your Tender in the LAA’s e-Tendering system you should save your work regularly.</p> <p>If you are logged onto the e-Tendering system but do not use it for 15 minutes, the system will notify you through a 'pop up'. So that you can see this and click the 'Refresh' link in this 'pop up', please ensure that 'pop ups' are NOT blocked on your browser so you are not disconnected from the e-Tendering system and do not lose any unsaved information.</p> <p>Do not use the 'Back' or 'Forward' buttons on your browser; you could potentially lose your work. Please use the links on the e-Tendering system to navigate.</p>	
<p>Note</p>	<p>In addition to responding to this ITT, Applicants tendering to administer the Legal Aid Agency’s Specialist Quality Mark from October 2022 must ensure that they have completed and submitted a response to the Selection Questionnaire (SQ) for this procurement process before they submit their SQM ITT Response.</p>	
	<p>Question</p>	<p>Response Type</p>
<p>N1 - Submission Requirement: Staff Organogram</p>	<p>N1 – Submission Requirement: Staff Organogram</p> <p>Please provide your Staff Organogram showing all staff that will be deployed to implement and deliver the Services and the role they will each undertake. This includes Key Personnel, the SQM Contract Manager; the Training Support Manager; the Lead SQM Auditor (to oversee the SQM Auditors); and SQM Auditors.</p> <p>For each role, you must provide:</p> <p>a) the name of the staff member employed or engaged (or with a Signed Engagement Agreement to employ) or that are agents, consultants or sub-contractors. Alternatively, indicate where the post is vacant;</p> <p>b) the title of their role, the main duties to be performed and their relevant qualifications for delivering the Service;</p>	

	<p>c) the number of hours per week each staff member will work delivering the Service, stipulating the proportion of an FTE that the role provides;</p> <p>d) the basis of their employment (permanent, fixed term, temporary, self-employed). Where temporary, stipulate how long the position will last;</p> <p>e) reporting structures.</p> <p>The LAA has not provided a template Staff Organogram pro forma. Applicants must submit their own Staff Organogram subject to the formatting requirements set out at paragraph 3.42 of the IFA.</p>	
N2-Submission Requirement: Mobilisation Plan Pro Forma	<p>N2 – Submission Requirement: Mobilisation Plan Pro Forma</p> <p>Please complete and upload a Mobilisation Plan which is compliant with the Mobilisation Plan requirements set out in the Contract Specification. Your Mobilisation Plan should demonstrate how</p> <ul style="list-style-type: none"> ○ you will ensure Services are operational by the Audit Commencement Date and are delivered in accordance with the Contract requirements; and ○ you will achieve this. <p>Your Mobilisation Plan must indicate the timetable and milestones which you will meet to ensure that all aspects of the Services will be ready in time for the Audit Commencement Date.</p> <p>Copies of the Mobilisation Plan Pro Forma template that Applicants must use can be accessed and downloaded from the 'Attachments' section in this ITT.</p>	Attachment

Quality Award Criterion 1 – Applying your skills and experience

No.	Sub Criterion	Rationale	Assessment Guidance
This Quality Award Criterion is about the skills and experience the Applicant will apply to delivery of the Services.			
1.1 <i>Relevant skills and experience</i>	Please use the text box(es) provided to outline how the Named Individuals detailed in your Staff Organogram have the skills and experience necessary to successfully deliver and manage the Services in accordance with the Contract requirements and	<p>This question is intended to assess the skills and experience of the Applicant in delivering work relevant to this Contract.</p> <p>Higher scores will be awarded to Applicants that can provide a higher level of confidence that:</p> <ul style="list-style-type: none"> • they have experience of delivering an auditing function effectively; and 	<p>The answer should include:</p> <ul style="list-style-type: none"> – A description of the skills and experience necessary to deliver the Services and how the Applicant meets the requirements – A description of the breadth and depth of the skills and experience relevant to the delivery of the Contract of: <ul style="list-style-type: none"> • The Applicant organisation; and

	<p>deliver audits to accurately assess Legal Services Providers against the SQM Standard.</p>	<ul style="list-style-type: none"> • they will apply this experience to effectively manage the Services under this Contract. 	<ul style="list-style-type: none"> • Key Personnel; and • Named Individuals performing the roles of: <ul style="list-style-type: none"> ○ Contract Manager; ○ Training Manager; ○ Lead SQM Auditor; and • SQM Auditors <p>Where any of these posts are currently vacant, please describe the skills and experience any post holder will be required to have</p> <ul style="list-style-type: none"> – Details showing that the Services will be managed and delivered by individuals with relevant skills and experience to deliver the Services – Details of how the Applicant will apply their skills and experience to successfully deliver this Contract <p>Extra points may be awarded where the answer provides a higher level of assurance that the Services will be delivered by an Applicant with significant experience in providing auditing services. This could include:</p> <ul style="list-style-type: none"> – Evidence that a higher proportion of individuals with significant experience of delivering relevant audit services will be deployed to delivering the Contract – A higher level of evidence of how the Applicant will successfully deliver the Contract, with reference to experience of successfully managing and delivering audit services contract(s) in a similar sector.
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Quality Award Criterion 2 – Staffing the Service

No.	Sub Criterion	Rationale	Assessment Guidance
<p>This Quality Award Criterion is about how the Applicant will resource the Contract and maintain a high performing team of staff to deliver the Services in accordance with the Contract.</p>			
<p>2.1 <i>Resource Planning</i></p>	<p>Please use the text box(es) provided, and with reference to the Named Individuals in your Staff Organogram submitted in response to submission requirement N1, to explain how you will ensure sufficient, qualified resources will be put in place to deliver the Contract effectively.</p>	<p>This question is intended to assess the Applicant’s plans to ensure the Services will be fully resourced with sufficiently skilled staff a) by the Audit Commencement Date and b) throughout the Contract Term.</p> <p>Higher scores will be awarded to Applicants that provide the LAA with a higher level of confidence that the Applicant demonstrates they</p> <ul style="list-style-type: none"> • will have staff with sufficient skills and experience deployed to deliver the Services by the Audit Commencement Date; and • will have sufficient resource capacity to meet the Contract Service Levels and provide a high level of service to Legal Services Providers; and • will offer recruitment and employment practices that are available to a diverse range of people. 	<p>The answer should include:</p> <ul style="list-style-type: none"> - Details of where and by whom (with reference to the Staff Organogram) administrative functions will be delivered, including but not limited to, the booking and scheduling of Audits and SQM Auditor resource, the provision of the Helpdesk Service, website maintenance and provision of reporting information. - A description of how the Applicant will ensure the Contract is resourced with sufficient, appropriately skilled SQM Auditors to meet demand for Audits across the whole of England and Wales throughout the Contract Term - An explanation of the processes the Applicant will use to ensure it manages fluctuations in Audit volumes throughout the Contract Term so that that Service Levels are met at all times. The response should include how the significant year-on-year fluctuations demonstrated in the data in Annex A of the IFA will be dealt with - Details of the number of SQM Auditors forecast to be used across the Contract Term indicating the number of resources to be deployed in the years with greater demand for the Services and

			<p>in years with lower demand. The response should include both the number of individual SQM Auditors and the number of Full Time Equivalents, including the mix of employed SQM Auditors and contracted SQM Auditors (including those operating as agents, consultants and/or sub-contractors) intended to be used, and where Auditors will be geographically based</p> <ul style="list-style-type: none"> – An outline of the approach to succession planning and replacement of outgoing staff deployed to deliver the Services – A summary of the recruitment and employment practices the Applicant will use to ensure it attracts and retains high calibre candidates from all backgrounds and circumstances <p>Extra points may be awarded where the answer provides a higher level of assurance that the Individuals necessary to deliver the Services will be in place when required. This could include:</p> <ul style="list-style-type: none"> – Evidence that the succession-planning processes detailed by the Applicant have been successfully used by the Applicant in the course of delivering services of a similar scale and nature
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Quality Award Criterion 3 – Mobilisation

No.	Sub Criterion	Rationale	Assessment Guidance
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This Quality Award Criterion is about being ready for the Audit Commencement Date. We are looking for Applicants to demonstrate how and when they will have both the staff and infrastructure in place to deliver the Services from 1 October 2022.

<p>3.1 <i>Mobilisation Plan</i></p>	<p>With reference to the Mobilisation Plan submitted in response to submission requirement N2, please use the text box(es) provided to explain how you will deliver your Mobilisation Plan and ensure all key milestones are met so that you are ready to begin delivering the Services from the Audit Commencement Date.</p> <p>Applicants that are currently delivering services similar to those required under the Contract and are intending to utilise existing resources (e.g. staff, infrastructure, processes) to deliver the Contract should demonstrate how they will ensure those resources are adequate to successfully deliver the Services from 1 October 2022 in line with the Contract.</p>	<p>This question is intended to assess whether the Applicant has in place the relevant infrastructure to support delivery of the Services from the Audit Commencement Date and throughout the Contract Term and whether the Applicant's plan gives the LAA confidence that the Applicant will be ready to deliver the SQM Audit Service by the Audit Commencement Date.</p> <p>Higher scores will be awarded to Applicants that can provide a higher level of confidence that they have</p> <ul style="list-style-type: none"> • clear, well-developed and credible plans and processes in place that will ensure that key milestones are met to deliver high quality infrastructure and meet Contract requirements by the Audit Commencement Date; and • suitably skilled and experienced staff deployed to mobilisation activity, and with responsibility for ensuring successful implementation. 	<p>The answer should include:</p> <ul style="list-style-type: none"> – Details of all key resources and infrastructure the Applicant will put in place during the Mobilisation Period, based on a full understanding of the requirements of the SQM Contract – A credible Mobilisation Plan which demonstrates the Applicant will be ready and able to begin delivering the Services from the Audit Commencement Date. The Mobilisation Plan should include an outline of key activities, realistic milestones and effective actions – Detail of the processes the Applicant will use to work with the incumbent if necessary to ensure a smooth transition – A summary of the training activity the Applicant will undertake and how you will assess SQM Auditors are capable of delivering the Services – A clear allocation of deliverables to Named Individuals who have the required expertise to deliver the individual elements of the Mobilisation Plan – Details of the Named Individual(s) with accountability for ensuring the Mobilisation Plan is implemented <p>Extra points may be awarded where the answer provides a higher level of assurance that the Applicant can successfully mobilise to meet the</p>
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			<p>Audit Commencement Date. This could include:</p> <ul style="list-style-type: none"> – Demonstration that the Named Individuals delivering the Mobilisation Plan have significant experience of successfully mobilising projects of a similar type and scale and to a similar timescale – Evidence that the Mobilisation Plan will largely utilise pre-existing resources and infrastructure which will meet the requirements of the SQM Contract – Evidence that the Mobilisation Plan clearly identifies risks to meeting all key mobilisation milestones along with well-thought-out contingencies
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Quality Award Criterion 4 – Delivering a Quality Service

No.	Sub Criterion	Rationale	Assessment Guidance
This Quality Award Criterion is about how Applicants will deliver a high quality, consistent, impartial service with high levels of client care.			
4.1 <i>Compliance with the Contract</i>	<p>With reference to the data in Annex A and the Contract Specification, in the text box(es) provided, please outline:</p> <ul style="list-style-type: none"> • How Audits will be scheduled with Legal Services Providers ensuring a prompt and reliable service • The process you will follow in conducting: <ul style="list-style-type: none"> ○ Desktop Audits ○ On-Site Audits 	<p>This question is intended to assess whether the Applicant gives the LAA confidence that they will ensure that the Services will be delivered according to the requirements of the Specification and the Service Levels detailed in Schedule 3 of the Contract.</p> <p>Higher scores will be awarded to Applicants that can provide a higher level of confidence that</p> <ul style="list-style-type: none"> • Audits will be scheduled and conducted promptly; and 	<p>The answer should include:</p> <ul style="list-style-type: none"> – Details of the processes that the Applicant will use to ensure sufficient SQM Auditors are available to fulfil scheduled Audits – Details of the processes the Applicant will use to manage SQM Auditor time and to schedule Audit bookings – Detail of how the Applicant will engage with existing SQM Holders nearing the expiry of their SQM accreditation

	<ul style="list-style-type: none"> • The process you will follow to handle Corrective Action and failed Audits <p>Please explain how you will ensure the Services will be delivered according to the requirements of the Specification and the Service Levels detailed in Schedule 3 of the Contract.</p>	<ul style="list-style-type: none"> • the Applicant will have in place robust processes that provide Audits that measure compliance against the SQM Standard effectively • swift and effective action will be taken where non-compliance is identified • effective processes will be in place to prevent conflicts of interest and protect the integrity of the service • the Applicant will implement a strong testing regime for identifying and addressing non-compliance 	<ul style="list-style-type: none"> - Detail of how the Applicant will ensure it meets the time standards detailed the Completion of Audit Service Levels, specified at paragraph 2.1.3 of Schedule 3 (Service Levels) of the Contract, including: <ul style="list-style-type: none"> ○ how the Applicant will schedule resource; and ○ how the Applicant will continue to monitor work undertaken to identify whether it is complying with the Service Levels ○ what corrective action the Applicant will take if it identifies there is a risk of failing to meet the Service Level - Details of how the Applicant will assure the quality and consistency of the Audits conducted by each SQM Auditor to ensure the SQM Standard is applied consistently by all SQM Auditors, including: <ul style="list-style-type: none"> ○ The Named Individual(s) responsible for undertaking assurance activity; ○ Detail of the quality assurance processes the Applicant will follow; ○ How the Applicant will assess whether the Audits are conducted to the appropriate level of quality, with the necessary skill, diligence and integrity, and are compliant with the SQM Standard;
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			<ul style="list-style-type: none"> ○ the frequency of assurance activity. – What action the Applicant will take where it is identified that one or more SQM Auditor(s) is/are not delivering the Services in compliance with the Specification – How the Applicant will manage the Corrective Actions process, including where an SQM applicant fails an Audit or provides insufficient evidence to conduct an Audit – Details of the Appeals process that will be followed and how Appeals received will be managed – Detail of: <ul style="list-style-type: none"> ○ the types of conflict of interest that may arise in the delivery of the Contract; ○ how these will be addressed and mitigated in the contracts with SQM Auditors deployed to deliver the Services; and ○ what action the Applicant will take if it identifies SQM Auditor non-compliance. – Detail of how the Applicant will proactively ensure conflicts of interest are identified and communicated
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			<p>before Audit activity takes place and what action it will take where a conflict of interest is identified.</p> <p>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will be able to schedule and conduct Audits promptly and reliably and deliver high-quality Audits. This could include:</p> <ul style="list-style-type: none"> – Evidence of how the processes used by the Applicant to conduct audits will enable a high level of compliance against the SQM Standard – Evidence of robust, proven processes in place to successfully identify and manage potential conflicts of interest which will be applied to ensure all SQM Audits are conducted by an impartial SQM Auditor
4.2 <i>Delivery of excellent customer service</i>	With reference to the SQM Standard and the Specification, in the text box(es) provided please outline how you will ensure you will deliver excellent customer service.	<p>This question is intended to assess whether the Applicant gives the LAA confidence that they have processes in place that will enable excellent customer service to be achieved in delivering the Services, both to Legal Services Providers and the LAA.</p> <p>Higher scores will be awarded to Applicants that can provide a higher level of confidence that they will have robust processes in place which will provide excellent customer service.</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> – Details of the complaints process the Applicant will make available and how complaints received will be managed – Details of how the Applicant will ensure it provides a high standard of customer service to Legal Services Providers, including how any specific needs of Legal Services Providers will be met in a timely manner (for example, providing information in accessible formats)

			<ul style="list-style-type: none"> – A description of how the Applicant will ensure any sensitive data that SQM Auditors have access to in the course of delivering the Services is handled appropriately – Details of how the Applicant will ensure the Management Information reports required in the Contract are accurate and delivered on time – Evidence of how the Applicant will ensure compliance with the Service Levels is effectively monitored and what action will be taken where a risk of missing a Service Level is identified – How the Applicant will demonstrate to the LAA Contract Manager on a regular basis throughout the Contract Term that Audits are being delivered according to the requirements of the Contract <p>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will have effective customer service processes in place. This could include:</p> <ul style="list-style-type: none"> – Evidence, with reference to previous experience, of how processes will deliver excellent customer service – Evidence that the Applicant has an effective approach to identify the likelihood of failing to meet a Service Level and details of the action an Applicant will take to prevent a failure occurring
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			<ul style="list-style-type: none"> – A higher level of assurance that staff with the appropriate standing in the organisation will have responsibility for managing performance against the Service Levels – Evidence that the Applicant currently holds Cyber Essentials Plus Certification, which is valid at the Audit Commencement Date (please note, where an Applicant indicates they currently hold Cyber Essentials Plus Certification, we will require evidence of this before entering into Contract)
<p>4.3 <i>Business Continuity and Disaster Recovery Plan (BCDR)</i></p>	<p>In the text box(es) provided please describe your BCDR which sets out how you will respond to an event which significantly disrupts, or threatens to significantly disrupt, the provision of the Contract.</p> <p>As a minimum, the BCDR should comply with the requirements of the Specification and should cover risks identified to Business Continuity in the following areas as a minimum:</p> <ul style="list-style-type: none"> ▪ Geographical; ▪ Infrastructure; ▪ Data; and ▪ Staff. <p>This is not an exhaustive list. Your BCDR should</p>	<p>This question is intended to give the LAA confidence that the Applicant will ensure continuity of service following any failure or disruption of any element of the business processes and operations.</p> <p>Higher scores will be awarded to Applicants who can demonstrate that they will have a robust BCDR in place by the Audit Commencement Date that adequately takes into account the particular risks to delivery of the Contract, including how the Applicant will address the need to respond to events that may require a quick and effective switch to remote or blended audits, if required.</p>	<p>The BCDR should include:</p> <ul style="list-style-type: none"> – The key risks identified to service continuity including: <ul style="list-style-type: none"> • Geographical; • Infrastructure; • Data; and • Staff. – An outline of countermeasures the Applicant will implement to manage the risks identified – Details of the roles and responsibilities of the Named Individuals responsible for the BCDR – Details of the process the Applicant will follow to review the BCDR during the Contract Term, including frequency of review – An outline of the processes the Applicant will follow in activating their BCDR

	<p>include how you would maintain service provision in the event of being required to undertake Audits remotely using a 'blended approach' i.e. a mixture of an onsite and remote Audit.</p> <p>It should also outline plans for maintaining delivery of the Services in the event that a risk, or another unforeseen event, materialises.</p> <p>Your BCDR must only be outlined in the text box(es) provided, and you are not permitted to attach additional documents in response to this question.</p>		<ul style="list-style-type: none"> – Details of how delivery of the Services will be maintained in the event that a risk, or another unforeseen event, materialises <p>Extra points may be awarded if the BCDR provides a higher level of confidence that service continuity will be maintained, for example:</p> <ul style="list-style-type: none"> – Detailed evidence of a well-thought-out BCDR that will maintain administrative processes for Legal Services Providers wishing to access the Services regardless of their geographic location – Evidence, with reference to relevant previous examples, to demonstrate that the Applicant will successfully deploy its BCDR to effectively mitigate issues that arise – A higher level of assurance that staff with appropriate standing in the organisation will have responsibility for implementing the BCDR <p>The BCDR is reviewed and tested at a frequency that takes into account the particular risks to the delivery of the Contract</p> <ul style="list-style-type: none"> – The BCDR significantly exceeds the requirements of Good Industry Practice (as defined in the Contract)
<p>4.4 <i>Delivery of environmental benefits</i></p>	<p>Using the text box(es) provided describe the commitment the Applicant will make to ensure that it will take opportunities in delivering the Contract to reduce its impact on the</p>	<p>This question is intended to assess whether the Applicant gives the LAA confidence that they understand where additional environment benefits can be achieved in the performance of the Contract and have committed to delivering</p>	<p>The answer should include:</p> <ul style="list-style-type: none"> – Details of the actions the Applicant will undertake to achieve environmental benefits in the delivery of the Contract

	<p>environment and influence staff, suppliers, customers and communities through the delivery of the Contract to support environmental protection and improvement.</p>	<p>those benefits. Activities that deliver this commitment could include:</p> <ul style="list-style-type: none"> • outlining the action the Applicant will take to minimise and reduce its own environmental impact through the delivery of the Contract; • showing understanding of how to influence staff, suppliers, customers and other appropriate stakeholders through the delivery of the Contract to support environmental protection and improvement; and • influencing behaviour to reduce waste and use resources more efficiently in the performance of the Contract <p>Higher scores will be awarded to Applicants who can demonstrate they will deliver a higher level of environmental benefits through the contract.</p>	<ul style="list-style-type: none"> – Milestones setting out when actions will be implemented – Details of the Named Individual(s) with responsibility for the actions to deliver environmental benefits <p>Extra points may be awarded if the answer provides a higher level of assurance that the Applicant will achieve effective stewardship of the environment through delivery of the Contract. This could include:</p> <ul style="list-style-type: none"> – Detailed evidence of significant measurable benefits to be achieved through the commitments made that are relevant to the Contract – Evidence, with relevant examples from previous experience, that opportunities to achieve further environmental benefits will be sought and delivered throughout the Contract Term – A higher level of assurance that staff with appropriate standing in the Applicant organisation will have responsibility for delivering environmental benefits
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Warranties and declaration

By completing and submitting this SQM ITT Response the Applicant confirms that it will meet the following Minimum Requirements at least four weeks before the Audit Commencement Date (i.e. by 2 September 2022):

- Will hold either ISO 9001 (Quality Management) or an equivalent standard agreed by LAA; and
- Will hold Cyber Essentials Certification (either Cyber Essentials or Cyber Essentials Plus); and

- Will have all the necessary SQM Auditors in place and ready to deliver the Services in accordance with the Specification; and
- Will be willing and able to deliver the Services in accordance with the Specification.

By completing and submitting this SQM ITT Response I give my undertaking that I am either a member of Key Personnel who either:

- has decision and / or veto rights over decisions relating to the running of the Applicant; or
- has the right to exercise, or actually exercises, significant influence or control over the Applicant;

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

I understand that the information will be used in the process to assess the Applicant's suitability to be offered a Contract to administer the LAA's Specialist Quality Mark.

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

I understand the Applicant will be required to evidence the information and warranties in the Applicant's Tender, including in this SQM ITT Response, before the Audit Commencement Date including, where relevant, the latest relevant date specified at paragraph 2.14 of the IFA.

I confirm that this Tender is compliant with the rules in relation to Connected Entities set out in paragraphs 3.6 to 3.12 of the IFA.

No.	Question	Response options and assessment
D.1	Name of the individual making declaration on behalf of the Applicant	Free text
D.2	Status within the Applicant organisation – please state their role within the Applicant organisation	Free text

Price Award Criteria

No.	Question	Response options and assessment
	All Applicants must submit a response to this Commercial Envelope as part of their SQM ITT Response. Applicants must ensure that they complete and submit an SQ Response for this procurement process before submitting their SQM ITT Response	
P1- SQM Price Bid Pro Forma	Submission Requirement: SQM Price Bid Pro Forma Please complete and upload the Applicant's SQM Price Bid Pro Forma.	Attachment

	Copies of the SQM Price Bid Pro Forma can be accessed and downloaded from the 'Attachments' section in this ITT.	
P2 - Costs Breakdown Assessment Pro Forma	<p>Submission Requirement: Costs Breakdown Assessment Pro Forma Please complete and upload the Applicant's Costs Breakdown Assessment Pro Forma.</p> <p>Copies of the Costs Breakdown Assessment Pro Forma template can be accessed and downloaded from the 'Attachments' section in this ITT.</p>	Attachment

ANNEX D: TUPE AND CONFIDENTIALITY AGREEMENT

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

Applicants wishing to receive this information should complete, sign and return the form as an attachment through the e-Tendering system message board by 23:59 on 10 February 2022.

For the attention of Linda Atkinson

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

Dear Sirs

INVITATION TO TENDER FOR SQM AUDITING SERVICES

The Legal Aid Agency ("**LAA**") commenced a procurement process for SQM Auditing Services (the "**Services**") by publishing an Information for Applicants (IFA) document entitled '**Invitation to Tender to deliver Specialist Quality Mark (SQM) Audit Services from October 2022**'.

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

This letter sets out the conditions on which information is made available to the Applicant. In this letter "**Confidential Information**" means all confidential and proprietary information relating to persons employed by current LAA contact centre suppliers (including, without

limitation, the names, ages, roles, salary and benefits package and employment history of such persons) provided by the LAA to the Applicant in whatever medium such information is disclosed whether orally, pictorially, electronically, in writing or by any other means.

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

Definitions

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

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

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

“Domestic Law” means the law of the United Kingdom or any part of the United Kingdom.

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

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

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

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

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

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

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1. The Applicant agrees:

(a) to hold the Confidential Information in strict confidence and will keep in safe custody all media recording the same;

(c) except as expressly permitted by this letter, not to copy or reproduce, publish or distribute the Confidential Information or disclose the Confidential Information in whole or in part to any third party(s); and

(d) to use the Confidential Information for the sole purpose of preparing its tender in response to the Invitation to Tender and in accordance with all applicable laws (including the Data Protection Laws) (the “**Purpose**”).

2. The Applicant may disclose the Confidential Information:

(a) to such officers and employees of the Applicant as it reasonably considers necessary and solely in connection with and in furtherance of the Purpose;

(b) to professional advisers or consultants engaged to advise the Applicant in connection with the Purpose provided the LAA has given its prior written consent;

(c) to the minimum extent as required by law or by any regulation or similar provision; and/or

(d) to anyone else whom the LAA and the Applicant have agreed in writing may receive the Confidential Information and solely in connection with and in furtherance of the Purpose,

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

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

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

- (a) any information which is in the public domain other than as a direct / indirect result of the information being disclosed by the Applicant in breach of this letter;
- (b) any information which was lawfully and publicly known to the Applicant before it was disclosed;
- (c) any information independently received by the Applicant or acquired by the Applicant from a third-party source that is not connected with the LAA and such source was not under any confidentiality requirement in respect of that information.

5. The LAA and the Applicant anticipate that the LAA shall act as a Controller and the Applicant shall act as a Processor in connection with any Personal Data under this letter and the Applicant shall Process such Personal Data in accordance with the Purpose and pursuant to its obligations under this letter.

6. The Applicant, in relation to the Processing that it is carrying out arising out of or in connection with the Purpose, shall:

- a) Process the Personal Data for the Purpose and in accordance with any instructions from the LAA;
- b) unless prohibited by law, notify the LAA immediately (and in any event within twenty-four (24) hours of becoming aware of the same) if it believes (or ought reasonably to have been aware) that:
 - i. it is required by Domestic Law to act other than in accordance with the instructions of the LAA; or
 - ii. any of the LAA's instructions under paragraph 6(a) infringes the Data Protection Laws;
- c) shall implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on the LAA by the Security Requirements;
- d) notify the LAA promptly (and in any event within forty eight (48) hours following its receipt) of any Data Subject Request or ICO correspondence or Third Party Request and shall not disclose the Personal Data to any Data Subject Request or ICO correspondence or Third Party Request without the LAA's prior written consent, and shall provide the LAA with all reasonable co-operation and assistance required by the LAA in relation to any such Data Subject Request or ICO correspondence or Third Party Request;

- e) notify the LAA promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or “near miss” Personal Data Breach and shall implement any measures necessary to restore the security of compromised Personal Data and assist the LAA to make any notifications to the ICO and affected Data Subjects;
- f) comply with the obligations imposed upon a Processor under the Data Protection Laws.

7. The Applicant shall indemnify the LAA from and against all liabilities, costs (including legal and other professional costs and fees), expenses, damages and losses suffered or incurred by it arising from any breach of this letter and/or of the Data Protection Laws by the Applicant (and/or its officers and/or employee(s)) and/or any of the recipients to whom the Applicant is permitted to disclose the Confidential Information pursuant to paragraphs 2 (a), (b) and (d) above.

8. Unless the LAA and the Applicant agree otherwise, the obligations of this letter shall survive for so long as information disclosed under it constitutes Confidential Information.

9. The Applicant shall ensure that it, its officers, employees and any recipient to whom it has disclosed the Confidential Information pursuant to paragraphs 2(a), (b) and (d) above, upon the LAA’s request at any time promptly return and/or at the LAA’s request destroy all Confidential Information and any copies made thereof, or other documents reproducing or generated from such Confidential Information. A senior officer of the Applicant shall certify in writing as to the completeness of such return and/or destruction.

10. The Applicant acknowledges that LAA makes no representation or warranty (express or implied) regarding the accuracy, reliability, completeness, freedom from defects or otherwise of the Confidential Information. The Applicant irrevocably and unconditionally waives any claims, rights or remedies which the Applicant may otherwise have in relation to the accuracy, reliability, completeness, freedom from defects or otherwise of the Confidential Information.

11. The Applicant further acknowledges that unless otherwise expressed by LAA in writing, no failure or delay by the LAA in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights.

12. The Applicant agrees that it shall not assign this letter or any of its rights and obligations hereunder without the prior written consent of LAA.

13. This letter or any part of it shall not be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this letter.

14. This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in all respects according to the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts in all matters relating to this letter.

SIGNED by [NAME OF SIGNATORY])
duly authorised to sign for and on behalf)
of [APPLICANT] [*type of organisation*]¹
)

.....

Authorised Signatory

Position:²

Date:

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

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

² e.g. partner, designated member, director, trustees.

ANNEX E: GLOSSARY OF DEFINED TERMS

Unless otherwise expressly stated, words and expressions defined in this IFA and in the SQ and SQM ITT shall have the same meaning as defined in the Contract. In this IFA and in the SQ and SQM ITT the following terms shall have the meaning set out below.

Term	Description
Applicant	A single legal entity submitting a Tender to deliver the Services
Audit	One or any combination of the audits required to be provided by the Licensee including the Desktop Audit, the Pre-Quality Mark Audit or the Post-Quality Mark Audit, as defined in the SQM Contract
Audit Commencement Date	As defined in Clause 1.1 of the Contract
Award Criteria/Sub-Criteria	The award criteria within the SQM ITT including the Technical Envelope and the Commercial Envelope and as also set out at Annex C of the IFA
Business Continuity and Disaster Recovery Plan (BCDR)	As defined in Clause 1.1 of the Contract
Commercial Envelope	The section in the e-Tendering system where Applicants submit the maximum prices they will charge for delivering the Services
Companies House	An executive agency, sponsored by the Department for Business, Energy & Industrial Strategy responsible for incorporating and dissolving limited companies and register company information and make it available to the public. More information can be found at: https://www.gov.uk/government/organisations/companies-house/about
Company Voluntary Arrangements (CVA)	A CVA is a form of composition, similar to the personal IVA (individual voluntary arrangement), where an insolvency procedure allows a company with debt problems or that is insolvent to reach a voluntary agreement with its business creditors regarding repayment of all, or part of its corporate debts over an agreed
Connected	Has the meaning given in paragraph 3.6-3.12 of this IFA and "Connection" shall be construed accordingly
Connected Entity	An Applicant who is Connected to one or more other Applicants and/or an Incumbent Provider
Connected Person	The Applicant or any member of the administrative, management or supervisory body of the Applicant, or any person who has powers of representation, decision or control in the Applicant within the meaning of Regulation 38(9) of the CCR 2016
Contract	The Specialist Quality Mark Auditing Services Agreement which will be awarded to the successful Applicant
Contract Commencement Date	The date of the SQM Agreement
Contract Specification	As set out at Schedule 1 to the Contract
Contract Term ("Term")	As defined in Clause 1.1 of the Contract
Corrective Action	This is corrective action as defined in the SQM Standard and as set out in the Contract Specification
Costs Breakdown Assessment Pro Forma	A Mandatory Attachment to an Applicant's Tender, as required by the IFA which sets out how the Applicant has calculated the prices included in its SQM Price Bid Pro Forma
Cyber Essentials Certification	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Licensee as set out in the Contract

Data Protection Legislation	As defined in the Contract
Deadline	The deadline to submit a Tender under this process which is 17:00 on 10 March 2022
Desktop Audit	As set out in the Contract Specification
Early Reaccreditation Discount	A discount of 5% of the full fee of a Post Quality Mark Audit which would otherwise be payable by a Legal Services Provider
e-Tendering System	The LAA's secure internet site at https://legalaid.bravosolution.co.uk through which Tenders and the procurement process as a whole are managed
Executive Agency	A body tasked with carrying out executive functions within government
FAQ	Frequently asked questions
Final Score	The score achieved by the Applicant following the assessments of the Technical Envelope and the Commercial Envelope
Full-Time Equivalent or "FTE"	As defined in Clause 1.1 of the Contract
FVRA Pro Forma	A Mandatory Attachment to an Applicant's Tender, as required by the IFA which details financial information required by the LAA for this procurement process
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)
Helpdesk Service	Means the service to be provided by the Licensee in accordance with Clause 15 of the Contract and as further specified in the Specification;
IFA	This document entitled "Invitation to Tender to deliver Specialist Quality Mark (SQM) Audit Services from October 2022" (in its entirety)
Incumbent Provider	The current SQM Licensee
Individual Voluntary Arrangement (IVA)	An Individual Voluntary Arrangement (IVA) is formal agreement with creditors to pay all or part of debts owed. The individual agrees to make regular payments to an insolvency practitioner, who will divide this money between creditors
Key Personnel	Any person who has or is held out as having either expressly or impliedly (or will have by the Audit Commencement Date) powers of representation, decision or control in the Applicant, including partners, directors, trustees and other senior managers. This includes Persons of Significant Control.
LAA or Legal Aid Agency	The Executive Agency of the Ministry of Justice through which the Lord Chancellor acts to administer Legal Aid
LAA Contract Manager	An individual employed with LAA's Contract Management and Assurance department with responsibility for managing relationships with Providers and their performance under contract
Lead SQM Auditor	As defined in the Contract
Legal Services Provider	As defined in the Contract
Lexcel Quality Mark	The Law Society's legal practice quality mark
Licensee	The successful Applicant that is awarded the Contract
Mandatory Attachments	As set out in paragraph 3.38 of this IFA
Minimum Quality Criteria	As defined in paragraph 4.21 of this IFA
Minimum Requirements	The requirements set out in paragraph 2.14 of this IFA
Minister	A member of the House of Commons or House of Lords who is chosen by the Prime Minister to be responsible for the actions of their departments
Mobilisation Period	The period between the Contract Commencement Date and the Audit Commencement Date during which time the successful Applicant will be required to work with the LAA (and the outgoing SQM provider where

	appropriate) to ensure that they are ready to start to provide the SQM Auditing Services from the Audit Commencement Date
Mobilisation Plan	A Mandatory Attachment as set out in paragraph 3.67 of the IFA
Named Individual	Individuals employed by the Applicant (or Individuals with a Signed Engagement Agreement) named on the Applicant's Staff Organogram
Office Manual	As defined in the Contract
Personal Data	Has the meaning ascribed to it in the UK General Data Protection Regulations (GDPR)
Person of Significant Control	A person who owns or controls an organisation, sometimes called 'beneficial owner'
Pre-Quality Mark Audit	As set out in the Contract Specification
Price Award Criteria	The Award Criteria against which the Applicant's pricing submission will be assessed
Priority Questions	Specific questions which will be given additional priority and used to differentiate between Applicants in the event that Applicants are tied which prevents the LAA identifying the designated number of successful Applicants
Post-Quality Mark Audit	As set out in the Contract Specification
Quality Award Criteria	The Award Criteria against which the Applicant's responses in the Technical Envelope will be assessed
Selection Questionnaire (SQ)	A self-declaration, made by the Applicant, that it does not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures taken to rectify the situation and which forms part of this procurement process
Services/SQM Services	The services to be delivered under the SQM Contract, as set out in the Contract Specification
Service Levels	The Service Levels set out in Schedule 3 of the Contract
Signed Engagement Agreement	A legally binding agreement between and executed by an individual and an Applicant confirming that the individual will be employed or otherwise engaged by the Applicants to conduct Contract Work for or on behalf of the Applicant from the Service Commencement Date in accordance with the requirements of the CDD Contract
Sub-Criteria/Sub-Criterion	Element(s) of an Award Criterion within the Technical Envelope and the Commercial Envelope of the SQM ITT and as also set out at Annex C of the IFA
SQM Auditor	As defined in the Contract
SQM Contract Manager	As defined in the Contract
SQM Guidance	As defined in the Contract
SQM Holder	An existing SQM Holder or an SQM Applicant that has undergone an Audit and been awarded the SQM
SQM ITT	Invitation To Tender for SQM Services from 1 October 2022
SQM Price Bid Pro Forma	A Mandatory Attachment that requires Applicants to specify the maximum price they shall be entitled to charge Legal Services Providers for delivery of the SQM Auditing Services under the Contract
SQM Standard	As defined in the Contract
Staff Organogram	As defined at paragraph 3.66 of the IFA
Supporting Financial Information	A Mandatory Attachment to an Applicant's Tender, as required by the IFA, which details financial information required as part of the Tender to validate the FVRA Mandatory Attachment
Technical Envelope	Specific technical questions in the e-Tendering system which cover the Award Criteria as set out in Annex C of this IFA
Tender	An Applicant's SQ Response and SQM ITT Response submitted in response to this procurement opportunity which, if the Applicant is successful, will form part of the Contract

Total Weighted Price	The total sum of all of the Applicant's Weighted Prices
Training Support Manager	As defined in the Contract
Variant Bid	A Tender which departs from the requirements of the Contract and/or the procurement process
Weighted Price	The individual prices submitted by the Applicant for each Sub-Criterion in the Commercial Envelope after the specified weightings have been applied to them by the LAA
Working Day	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.