

**Invitation to Tender to Administer the Legal Aid Agency's
Specialist Quality Mark from April 2017**

Information for Applicants

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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 April 2017.
- 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.
- 1.3 The LAA intends to enter into a contract with one 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. There is also the opportunity to grow market share through delivering excellent value for money to Legal Services Providers, effective marketing and 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 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 To submit a Tender, Applicants must register through the LAA’s e-Tendering system (Bravo), and complete and submit a response to the Invitation to Tender (“ITT”) to deliver the Services. This will include Applicants submitting proposals for how they would deliver a reliable, independent, quality assured service.

The Deadline for submitting responses to this ITT is 12 noon on 30 September 2016 (the “Deadline”)

- 1.6 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 (including providing templates where relevant);

- iv. sets out the Award Criteria and evaluation methodology that will be used to evaluate Tenders; and
- v. sets out the overall timetable and a glossary of defined terms (at **Annex E**).

Deadline for Tender(s) to be submitted

- 1.7 The Deadline for submitting completed Tenders is 12 noon on 30 September 2016. Late submissions will not be considered.

SQM Contract

- 1.8 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. The Commencement Date is currently expected to be in early November 2016 to enable the successful Applicant to prepare to deliver the SQM Services with effect from 1 April 2017 (the “Audit Commencement Date”). The draft Contract documentation is available from the ‘Buyer Attachments’ section of the e-tendering system.

Outline Timetable

- 1.9 Below is a list of indicative dates for key activities in this procurement process. Where there are changes to the dates set out below, we will notify Applicants through the e-Tendering system.

Activity	Indicative Timescale
Tender opens via LAA’s e-Tendering portal	18 Aug 2016
Deadline to request TUPE information	12 noon on 12 Sep 2016
Final date to submit questions about this IFA and the ITT	12 noon on 12 Sep 2016
Final “Frequently Asked Questions” response published	16 Sept 2016
Deadline for Tenders to be submitted to LAA	12 noon on 30 Sep 2016
Evaluation of Tenders	Oct 2016
Notification of contract award decisions	28 Oct 2016
10 day standstill period ends	7 Nov 2016
Contract Commencement Date	Early Nov 2016
Mobilisation Period	Nov 2016 – 31 Mar 2017
Audit Commencement Date	1 April 2017

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 approximately 69% legal aid providers hold the SQM and 31% hold the Lexcel accreditation. Currently, organisations without a legal function that operate on a not-for-profit basis cannot receive a Lexcel accreditation and therefore are required to hold the SQM to deliver legal aid services under a contract with the LAA. 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 are not accredited with the SQM (“SQM Applicant”); or
- a current holder of the SQM accreditation (“Current 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 Current 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 Current 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 Current SQM Holder operates from three or more offices, this will involve visiting more than one office.

2.10 A full description of the SQM 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 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 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; or

- 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.
- where the award of SQM to an organisation could be detrimental to the reputation of either the SQM Standard or 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

Quality Standard requirements

2.14 The Licensee is required to hold a recognised quality standard. 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 Organisation can demonstrate, to the LAA's satisfaction, its equivalency to ISO 9001. Where, in the reasonable opinion of the LAA, the successful applicant has not demonstrated equivalency with ISO 9001, LAA will reject that Applicant's Tender.

2.15 Applicants are solely responsible for paying all necessary fees for obtaining the quality standard.

Indemnities

2.16 The LAA may require the successful Applicant to provide an indemnity or guarantee 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.

2.17 Any required indemnity of guarantee will be in the format specified and provided by the LAA.

2.18 Where an indemnity or guarantee is required by 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

2.19 The historical audit volumes for the SQM and forecasts in relation to future demand 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.

2.20 For the avoidance of doubt, all forecasts relating to volume of work provided in this IFA are estimates 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 Term of the Contract.

2.21 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. There may be opportunities for the Licensee to increase market share through competitive pricing or an excellent standard of service to Legal Services Providers.

Customer Service

2.22 The Licensee must develop, resource and maintain a dedicated Helpdesk Service to receive enquiries and complaints about the SQM communicated through any medium. With all responses to be issued within the timescales specified in Schedule 3 (Service Levels) of the SQM Contract.

2.23 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 the 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”)

2.24 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.

2.25 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.

2.26 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.

- 2.27 Applicants wishing to receive this information, should complete, sign and return the form as an attachment through the e-Tendering message board by 12 midday on 12 September 2016.
- 2.28 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 boards on 12 September 2016.

Payments

- 2.29 All payments to the Licensee for the SQM Services will be made by the Legal Services Providers receiving the SQM 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.
- 2.30 Applicants will be required to provide a range of pricing rates for the SQM Services within the Commercial Envelope of the 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 will be allowed to charge at rates lower than the maximum rates (e.g. to win business, manage work volumes or to support clients undergoing financial hardship).
- 2.31 The Commercial Envelope, which contains details of the pricing structure is detailed in Schedule 2 of the Contract.

Training Requirements

- 2.32 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 Services as specified in the Contract, and 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

- 2.37 The Mobilisation Period will last from the 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 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.

SQM Contract

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

2.34 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 – SQM;
 - i. Schedule 9 – Form of Tender;
 - j. Schedule 10 – Parent Company Guarantee

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.
- 3.3 Applicants submitting a Tender must be able to demonstrate that they will hold all necessary authorisations and licenses to provide the Services before the Audit Commencement Date including;
- (i) relevant quality assurance certification;
 - (ii) relevant indemnity insurance;
 - (iii) employees have passed training and assessment delivered by the LAA
- 3.4 Variant bids are not permitted in this procurement process.

Accessing the e-Tendering system

- 3.5 Applicants will need to access the “My ITTs” section of the e-Tendering system to view the ITT: “ITT 444 – Invitation to Tender to deliver Audit Services in relation to the Specialist Quality Mark (SQM) from April 2017”.
- 3.6 The e-Tendering system can either be accessed through e-Tendering portal links on the tender pages of our website or directly at: www.legalservices.bravosolution.co.uk.
- 3.7 Applicants already registered on the e-Tendering system whose registration details remain up to date do not need to register again.
- 3.8 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 style in which it submits it's Tender.
- 3.9 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, which provides more detailed guidance on how to register on Bravo, or respond to an ITT - <https://legalaid.bravosolution.co.uk/web/technical-support.shtml>

- 3.10 As communication with Applicants from LAA about the procurement process will be undertaken through the secure online e-Tendering system message board, it is highly recommended that multiple additional users are set up under an Applicant's registration (see 'Technical Support and Guidance' link) so urgent messages that may affect an Applicant's Tender can be actioned as necessary.
- 3.11 If Applicants have forgotten their password they must click on the 'Forgotten your password?' link on the e-Tendering homepage to get their password reset.
- 3.12 The ITT is available via the 'Project' or 'ITT Open to all Suppliers' link on the front page of the e-Tendering system.
- 3.13 Applicants must ensure that they access and submit the correct ITT. Having selected the ITT they wish to respond to, 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.

Award Criteria

- 3.14 Applicants are required to submit information in three envelopes provided in the e-tendering system:

- 3.14.1 Qualification Envelope;
- 3.14.2 Technical Envelope; and
- 3.14.3 Commercial Envelope.

- 3.15 A full description of the Award Criteria, weightings and response requirements are set out at **Annex C**.

Qualification Envelope

- 3.16 The Qualification Envelope 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.
- 3.17 The questions in the Qualification Envelope are evaluated on a pass/fail basis and are not scored. See Section 4 below for further information.

Technical Envelope

- 3.18 The Technical Envelope requires Applicants to set out how they will deliver the Services. The 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.
- 3.19 Applicants should fully consider the requirements in the Specification (for example, the estimated volumes of audits or service level requirements) and other documents provided as part of the ITT when answering the Award Criteria.
- 3.20 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 Criteria will receive a score of between 0-5 as detailed in Section 4 of the IFA.
- 3.21 Each text box has a maximum limit of 2000 characters (including spaces). Applicants have the facility to use up to a maximum of three text boxes in their responses to each question (allowing a total of 6,000 characters per response). Applicants will not be able to exceed the character limit when submitting their responses.
- 3.22 The Technical Envelope also contains a declaration section and Applicants are referred to the ‘Declarations’ section of the 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.
- 3.23 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.
- 3.23 The LAA's right at paragraph 3.22 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.

Attachments

- 3.24 In the Qualification Envelope, Applicants are required to upload the following attachments:

- Relevant quality assurance certification
- Financial assessment documents

3.25 In the Technical Envelope, Applicants must complete and upload two attachments:

- Staff Organogram
- Mobilisation Plan

3.26 The Staff Organogram requires information about how the Applicant will ensure that the Services will be resourced from 1 April 2017.

3.27 The Mobilisation Plan requires information about how the Applicant will ensure that the Services will be delivered from April 2017. Applicants are required to submit this information in the template provided by the LAA. This is provided as a document entitled 'Mobilisation Plan Pro forma' within the 'Buyer Attachments' section on the left-hand side of the ITT screen. It must be downloaded, completed and saved on the Applicant's local system and uploaded as part of the Tender response.

3.28 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 Applicant's to ensure the relevant attachments are correctly uploaded.

3.29 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.

Commercial Envelope

3.30 The Commercial Envelope requires Applicants to specify the maximum price they shall be entitled to charge Legal Services Providers for delivery of the SQM Services under the Contract. The pricing information that the Applicant is required to submit is set out in paragraphs 3.31 to 3.36 below.

3.31 Applicants should fully consider the requirements in the Specification and other documents provided as part of the ITT when compiling their pricing submission.

Desktop Audit

3.32 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

3.33 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 has on the audit requirements.

3.34 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.

3.35 Applicants are required to complete a pricing matrix to cover the full potential range of Legal Services Providers. For ease of reference a copy of the Pricing Matrix is set out below. The Pricing Matrix can be downloaded from within the ‘Buyer Attachments’ section on the left-hand side of the ITT screen. It must be downloaded, completed and saved on the Applicant’s local system and uploaded as part of the Tender response.

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					

- 3.36 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 Applicant's to ensure the relevant attachments are correctly uploaded.
- 3.37 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.
- 3.38 Applicants are required to submit a price in each cell, with the exception of those which are shaded grey.
- 3.39 Applicants should note that the columns in the pricing matrix titled Number of Offices 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 two offices 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.
- 3.40 All prices specified in the Commercial Envelope will remain fixed for the Term of the Contract, including any extension periods.

Submitting a Completed Tender

- 3.41 Once Applicants have completed their response to the ITT, they must submit their Tender by clicking on the "Submit Response" button for the ITT.
- 3.42 A completed Tender must comprise the following parts:
- Responses to all questions in the Qualification Envelope;
 - Award Criteria/Sub Criteria in the Technical Envelope;
 - Signed declaration in the Technical Envelope;
 - Financial assessment documents
 - Staff Organogram attachment;
 - Mobilisation Plan attachment; and
 - Completed Pricing Matrix in the Commercial Envelope.
- 3.43 All questions marked with a red asterisk on the e-Tendering system are mandatory and the e-Tendering system will not permit an Applicant to submit its response unless answers to these

questions are provided. It is the Applicant's sole responsibility to ensure that it correctly accesses, completes and submits the Tender.

3.44 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.

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

3.46 Before submitting a Tender, the Applicant should check that:

- i. 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;
- ii. it has uploaded all required attachments;
- iii. it is satisfied that the attachments uploaded are correct;
- iv. it is satisfied that the Tender is accurate and complete and detailed enough to allow LAA to evaluate.

3.47 When Applicants submit a Tender for the first time they will receive an automated message stating that their Tender has been successfully submitted. This only provides an indication of whether the response has been transmitted to LAA and not whether the Tender is fully completed and/or will be assessed as being successful.

3.48 An Applicant may check that it has successfully submitted its Tender 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 Tender for the first time.

3.49 Applicants may amend and re-submit their Tender at any time up to the Deadline. If so amended and re-submitted, only the latest Tender submitted shall be assessed. It is the Applicant's sole responsibility to 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 may be carried out by the LAA.

- 3.50 Tenders are sealed so they cannot be opened by LAA until after the Deadline. Therefore, the LAA cannot confirm receipt of a Tender or if a Tender has been completed correctly. Any errors on an Applicant's Tender will only be identified on assessment and this will be too late for Applicants to submit any further information.
- 3.51 The LAA may at its sole discretion under paragraph 5.29 seek to clarify or verify the Applicant's Tender. In these circumstances, the LAA will not take into account any information provided that would result in an improvement to the Applicant's Tender.

Questions about the procurement process

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

Questions about the IFA document or the ITT

- 3.53 Any questions about the content of this IFA or the ITT may be submitted up until 12 noon on 12 September 2016 (note this is referred to in the e-Tendering system as the 'End date for supplier clarification messages') through the e-Tendering system. Questions received after this date may not be answered.
- 3.54 All questions must be submitted using the online secure e-Tendering system message boards.
- 3.55 Questions will be collated and answered centrally in writing to ensure that all interested parties have equal access to information. FAQs and answers will be sent to Applicants through the e-Tendering message boards on 16 September 2016.

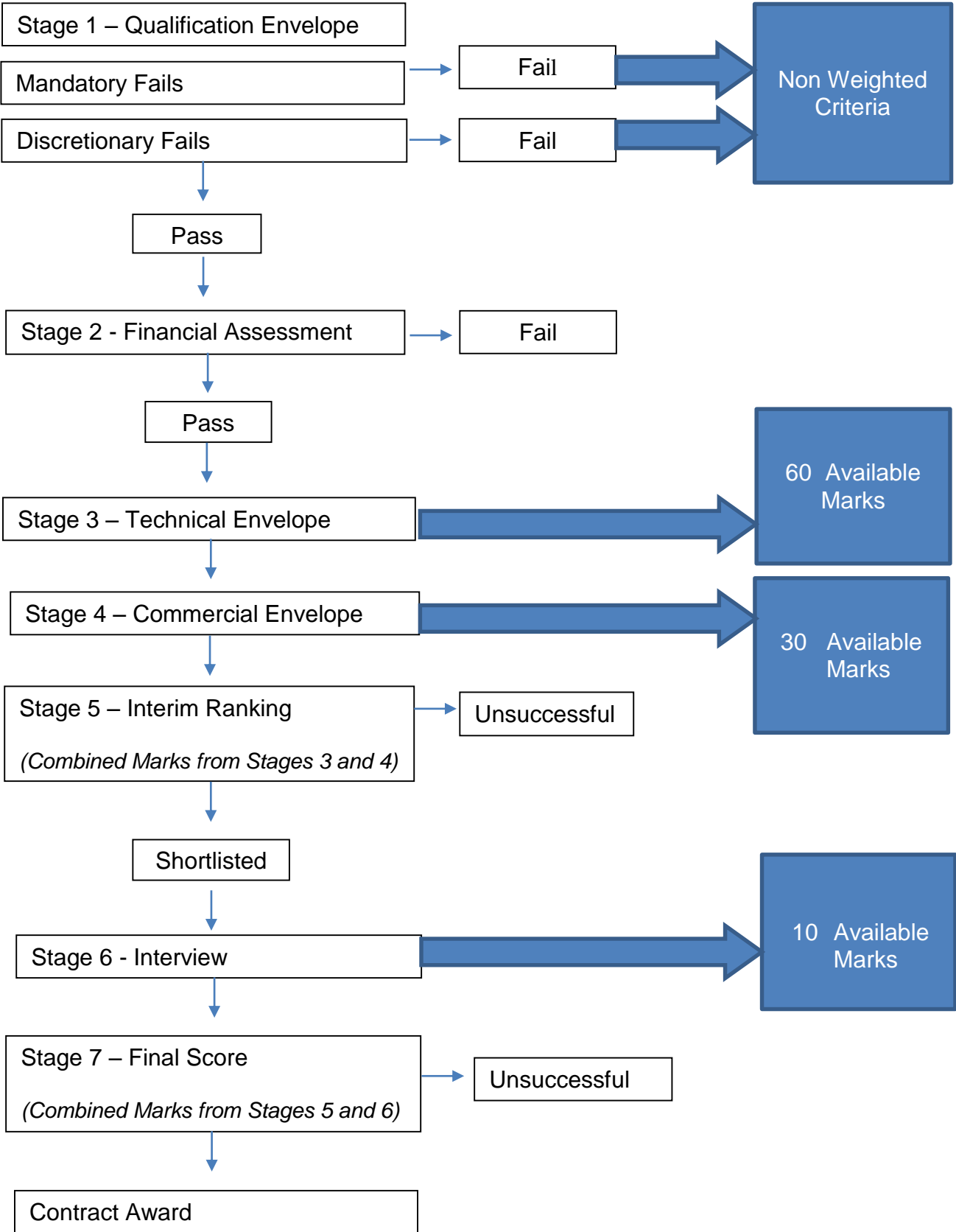
Questions about how to use the e-Tendering system

- 3.56 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 usual IT support.
- 3.57 Questions should be emailed to the following email address: help@bravosolution.co.uk. Alternatively, the telephone number for the helpdesk is 0800 368 4850 (lines are open from 9am to 6pm Monday to Friday).

3.58 We recommend that Applicants start to complete their Tender response early so that they can access help as soon as possible, as the helpdesk is likely to be very busy in the days leading up to the Deadline and we cannot guarantee that queries received close to the Deadline will be dealt with in time.

SECTION 4: EVALUATION OF TENDERS

4.1 The evaluation of Tenders will be conducted against the Award Criteria set out in the ITT following the stages set out below:



Stage 1 – Qualification Envelope

- 4.2 The LAA will assess responses to Sections A - D in the Qualification Envelope. The responses will be used to identify whether Applicants meet the minimum requirements to be awarded a contract by the LAA. A full breakdown of the questions and what constitutes a pass or a fail is set out in **Annex C**.
- 4.3 For each question, the Applicant is presented with a series of drop down options from which to select a response. For some questions a text box is also provided. The LAA will evaluate Tenders on the basis of the Applicant’s responses to the questions in the Qualification Envelope. The LAA will not consider other information it may hold about the Applicant Organisation (e.g. through other contracts the Applicant may hold with the LAA), unless it believes that the information provided by the Applicant in their Tender is inaccurate.
- 4.4 If any Applicants fail to pass any questions at Stage 1, their Tender will be rejected and they will not progress to the next stage.

Table 1 – Stage 1 Assessment

Section	Assessment
Section A - Applicant and contact details	non-assessed
Section B - Grounds for mandatory rejection	<p>All answers to questions 1(a) to 1(c) in Section B are absolute and there is no opportunity for the Applicant to present any exceptional circumstances where a requirement is not met.</p> <p>Where an Applicant answers “yes” to questions 2 or 3 in Section B, a series of ‘free text’ boxes will open up in the e-Tendering system. This gives Applicants an opportunity to give further details (known as ‘exceptional circumstances’) for the LAA to consider. The LAA will use the information provided to consider whether or not exceptional circumstances (which may result in the LAA deciding not to reject the Tender) apply.</p> <p>An Applicant that indicates it does not meet a requirement outright and fails to provide any further information by way of exceptional circumstances will have its Tender assessed as unsuccessful.</p> <p>Any information provided that is not relevant to the particular requirement and explanation of exceptional circumstances will not be considered.</p>

<p>Section C - Grounds for discretionary rejection</p>	<p>Where an Applicant indicates that it does not fully meet a requirement outright a series of 'free text' boxes will open up in the e-Tendering system. This gives Applicants an opportunity to give further details (known as 'exceptional circumstances') for the LAA to consider.</p> <p>Where the opportunity to provide exceptional circumstances is given, specific details in response to supplemental questions are requested. This must not be used as an opportunity to provide other supplementary information to an Applicant's Tender. Any information provided that is not relevant to the particular requirement and explanation of exceptional circumstances will not be considered.</p> <p>An Applicant that indicates it does not meet a requirement outright and fails to provide any further information by way of exceptional circumstances will have its Tender assessed as unsuccessful.</p>
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4.5 If an Applicant is assessed as failing any question in Sections A-C of the Qualification Envelope, the whole of the Applicant's Tender will be unsuccessful.

Stage 2 - Financial Assessment

4.6 An Applicant is required to submit the following financial documents as part of their Tender:

- A copy of its audited accounts for the most recent two years; and
- A statement of its turnover, profit & loss account and cash flow for the most recent year of trading; and
- A statement of its cash flow forecast for the current year and a bank letter outlining the current cash and credit position

4.7 If the Applicant has been trading for more than one year, but less than two years, it is only required to provide a year of audited accounts. If the Applicant has been trading for less than a year and cannot provide all of the documents in paragraph 4.6, it must provide an alternative means of demonstrating its financial status.

4.8 The minimum requirement is that the Applicant is solvent and is likely to remain solvent and have sufficient financial robustness to deliver the Services under the Contract and meet its liabilities under the Contract for the Term.

4.9 In order to assess whether this minimum requirement is met, Applicants will be allocated a risk rating of high, medium or low, using the definitions set out below in Table 2.

Table 2 – Stage 2 Assessment

Section	Assessment
Section D - Financial Assessment	<p>The minimum requirement will be met (and a pass will be awarded) for all Applicants who are allocated a risk rating of low or medium. The minimum requirement will not be met (and a fail will be awarded) for all Applicants who are allocated a risk rating of high and those Tenders will be rejected.</p> <ul style="list-style-type: none"> • High risk - the Applicant is either not solvent or the LAA has significant reservations that the Applicant is likely to remain solvent and/or will have sufficient financial robustness to deliver the Services under the Contract for the Term. • Medium Risk - the Applicant is solvent and, on balance, is likely to remain solvent and will have sufficient financial robustness to deliver the Services under the Contract for the Term despite some minor reservations. • Low Risk - the Applicant is solvent and the LAA considers that the Applicant is likely to remain solvent and will have sufficient financial robustness to deliver the Services under the Contract for the Term.

4.10 Where the Applicant is providing a guarantee from a parent or group company, the minimum requirement must be met in respect of that entity.

4.11 The risk rating will be allocated based on a review and analysis of the information provided by the Applicants in response to Section D and other publicly available information which may include:

- Ratio/turnover analysis, including gearing, interest cover, profitability, liquidity, turnover and net assets;
- Dun & Bradstreet credit rating (or another suitable ratings agency); and/or
- Company accounts and other publicly available information covering the last 2 years, including for example post balance sheet events, recent acquisitions or disposals,

future cash commitments, contingent liabilities, obligations and off balance sheet finance.

Where financial information is not submitted as part of the Tender

- 4.12 Where the LAA is unable to complete the Financial Assessment because the required information has not been included in the attachments to this question, the Tender will be rejected.

Stage 3 – Technical Envelope (Quality Award Criteria)

- 4.13 Responses to the Sub Criteria in relation to the Award Criteria 1 to 4 of the Technical Envelope will be evaluated next.
- 4.14 Award Criteria 1-4 comprise a number of Sub Criteria which ask Applicants to provide information about how they will deliver the Services. Responses to these Sub Criteria will be assessed and given a score of between 0 and 5 in accordance with the scoring matrix detailed in Section 1 of **Annex B**.
- 4.15 Each Sub Criteria has a weighting which reflects its relative importance. The applicable weighting will be applied to the score achieved against each Sub Criteria. Weighted scores will be calculated to one decimal place. The weightings for the Sub Criteria in the Technical Envelope are set out below.

Table 3

Award Criteria	Sub Criteria	Sub Criteria weighting
Non-assessed information (Pass/Fail Elements)	Staff Organogram	N/A
	Mobilisation Plan	N/A
1: Applying your Skills and Experience	1.1 Previous Auditing Experience	5%
	1.2 References	N/A
2: Staffing the Service	2.1 Resource Planning	7%
	2.2 Development of Staff	7%
3: Mobilisation of the Service	3.1 Mobilisation Plan	7%
4: Delivering a Quality Service	4.1 How will audits be planned and conducted?	10%

Award Criteria	Sub Criteria	Sub Criteria weighting
	4.2 How will you ensure excellent customer service?	9%
	4.3 How will compliance be tested?	10%
	4.4 Contract Infrastructure	5%
Total		60%

4.16 Weighted scores for all the Sub Criteria in the Technical Envelope will be added together to give an overall score out of 60. An example of how this will operate is set out below, including example scores:

Table 4

Award Criteria	Sub Criteria	Example Score	Calculation used to determine weighted score	Weighted Score
Non-assessed 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: Previous Auditing Experience	4	0.8×5	4
	1.2: References	N/A	N/A	N/A
2: Staffing the Service	2.1: Resource Planning	5	1×7	7
	2.2: Development of Staff	1	0.2×7	1.4
3: Mobilisation of the Service	3.1: Mobilisation Plan	2	0.4×7	2.8
4: Delivering a Quality Service	4.1: How will audits be planned and conducted?	1	0.2×10	2
	4.2: How will you ensure excellent customer service?	5	1×9	9

Award Criteria	Sub Criteria	Example Score	Calculation used to determine weighted score	Weighted Score
	4.3: How will compliance be tested?	2	0.4 x 10	4
	4.4: Contract Infrastructure	3	0.6 x 5	3
			Total	33.2

4.17 In the example above the Applicant would receive a total quality score for of 33.2 out of 60 possible marks. The score will be calculated to one decimal point.

Minimum Quality Thresholds

4.18 Applicants are required to achieve minimum quality thresholds in order to be taken through to the next stage of the evaluation process.

4.19 Where an Applicant achieves a weighted score of less than 30 out of 60 in the Technical Envelope, their Tender will not be taken forward to the next stage of the evaluation process.

4.20 Where an Applicant achieves a non-weighted score of 0 or 1 for Sub Criteria 2.1, 3.1, 4.1 or 4.3 in the Technical Envelope, their Tender will not be taken forward to the next stage of the evaluation process. Therefore, in the example in Table 4 above, the Applicant would have failed to meet the minimum threshold for Sub Criterion 4.1, and would have not been taken to the next stage in this process.

Stage Four – Commercial Envelope (Price Award Criteria)

4.21 In the next stage of the evaluation, the responses to the Price Award Criteria submitted by Applicants will be evaluated. There are a total of 30 marks available for the Price Award Criteria. The Price Award Criteria is divided into various Sub Criteria for which the Applicant will be required to submit pricing information.

4.22 The Sub Criteria include the maximum 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.

4.23 Each Sub Criterion will be subject to a weighting to reflect the volume of business expected. For example, it is unlikely that there will be a large number of Legal Services Providers employing more than 60 Full-Time Equivalent employees with only a single office, therefore this Sub Criterion has a weighting of 1%. Conversely, historically there have been a high number of Legal Services Providers with 2-6 Full-Time Equivalent employees operating from 1-2 offices, and so this Sub Criterion receives a high weighting of 38%.

4.24 The full list of weightings of each Sub Criterion is as follows:

Service	Weighting
Desktop Audit Price	3%

On-Site Audits	Number of Offices operated by Legal Services Provider				
	1-2	3-6	7-10	11-15	16+
1 FTE (Sole practitioner)	8%				
2-6 FTE	38%	8%			
7-15 FTE	15%	10%	1%		
16-60 FTE	5%	5%	1%	1%	
61+ FTE	1%	1%	1%	1%	1%

4.25 Applicants must submit a price for each Sub Criterion. Applicants should not apply weightings in their tender response.

4.26 LAA will apply the weightings to the price offered in each Sub Criterion. For example, the price offered by an Applicant for a Desktop Audit will be multiplied by 0.03 to determine the Weighted Price for that Sub Criterion. Weighted Prices will be calculated to two decimal places.

4.27 The Weighted Price for each Sub Criterion will be added together to calculate the Total Weighted Price for each Applicant and calculated to two decimal places.

4.28 For the avoidance of doubt, an example of how this will be calculated (using randomly selected prices), is set out below:

Step 1: Applicant provides prices for each Sub Criterion in their Tender

Service	Price Offered
Desktop Audit Price	£160

On-Site Audits	Number of Offices operated by Legal Services Provider				
	1-2	3-6	7-10	11-15	16+
1 (Sole practitioner)	£500				
2-6 FTE	£550	£591			
7-15 FTE	£575	£634	£650		
16-60 FTE	£625	£650	£678	£700	
61+	£637	£699	£743	£777	£799

Step 2: The Weighted Prices for each Sub Criterion are calculated by LAA (using the example prices in Step 1)

Service	Weighted Price
Desktop Audit Price	4.8

On-Site Audits	Number of Offices				
	1-2	3-6	7-10	11-15	16+
1 (Sole practitioner)	40				
2-6 FTE	209	47.28			
7-15 FTE	86.25	63.40	6.50		
16-60 FTE	31.25	32.5	6.78	7.00	
61+ FTE	6.37	6.99	7.43	7.77	7.99

Step 3: The Total Weighted Price will be calculated

Service	Weighted Sub Criteria
Desktop Audit cost	4.8
On-Site Audit, 1 FTE, 1-2 Offices	40
On-Site Audit, 2-6 FTE, 1-2 Offices	209
On-Site Audit, 2-6 FTE, 3-6 Offices	47.28
On-Site Audit, 7-15 FTE, 1-2 Offices	86.25

On-Site Audit, 7-15 FTE, 3-6 Offices	63.40
On-Site Audit, 7-15 FTE, 7-10 Offices	6.50
On-Site Audit, 16-60 FTE, 1-2 Offices	31.25
On-Site Audit, 16-60 FTE, 3-6 Offices	32.5
On-Site Audit, 16-60 FTE, 7-10 Offices	6.78
On-Site Audit, 16-60 FTE, 11-15 Offices	7.00
On-Site Audit, 61+ FTE, 1-2 Offices	6.37
On-Site Audit, 61+ FTE, 3-6 Offices	6.99
On-Site Audit, 61 + FTE 7 – 10 Offices	7.43
On-Site Audit, 61+ FTE , 11-15 Offices	7.77
On-Site Audit, 61+FTE, 16+ Offices	7.99
Total	571.31

Total Weighted Price	£571.31
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4.29 The marks awarded for the Price Award Criterion will be calculated on a relative basis by comparing the Total Weighted Prices of all Applicants carried through to this stage. The Applicant with the lowest Total Weighted Price will be awarded the maximum marks available (30 marks) and other scores will be calculated by their relative distance from it. The distance from the lowest Total Weighted Price will be calculated using the following methodology:

$$(L \div B) \times 30 = \text{Score}$$

L = Value of the lowest Total Weighted Price offered by an Applicant in a compliant Tender.

B = Value of the Total Weighted Price offered by the Applicant being scored.

4.30 Scores will be calculated to two decimal places.

4.31 The table below provides an example of the marks that would be awarded to Applicants based on their Total Weighted Prices.

Applicant	Total Weighted Price (B)	Marks Awarded (out of 30)
Aristotle Auditors	£571.31 (lowest Total Weighted Price)	30
Plato Auditors	£610.11	28.09
Socrates Auditors	£800	21.42

Stage Five – Interim Ranking

4.32 At this stage the scores for the Quality and Pricing Award Criteria for each Applicant will be combined to give an Interim Total Score out of 90. Only the Applicants which have achieved the top three highest scores at this stage will continue to the next stage of the evaluation process. Any Applicant with the fourth highest score or lower will have their Tender rejected at this point.

Stage Six – Interview

4.33 The LAA will invite the Applicants which have achieved the top three highest Interim Total Scores to attend an interview.

4.34 The interview will be comprised of the following Sub Criteria:

4.34.1 A presentation of no longer than ten minutes by the Applicant on an aspect of their tendered approach to delivering the SQM Services, which will be specified by LAA in the invitation to the interview;

4.34.2 The interview panel will then ask the Applicant four questions about their tendered approach to delivering the Services. The four questions will be identical for all interviewed Applicants and will be provided in advance by LAA at the invitation to the interview. The interview panel will have the opportunity to ask supplementary questions based on the answers given by the Applicant to the four questions.

4.35 Each of the five Sub Criteria (the presentation and four questions) will be scored out of five by the panel in accordance with the scoring matrix at **Annex B**.

4.36 Responses to the interview Sub Criteria will be assessed on the extent to which the Applicant demonstrates and provides confidence that they can deliver the SQM Services in accordance with the LAA's requirements and consistency with the details of their Tender. The LAA will not be assessing the presentation skills of an Applicant's staff, quality of slides used or other factors not directly related to delivery of the SQM Services.

4.37 The scores achieved by an Applicant for each interview Sub Criteria will be combined to give a total score out of a maximum of twenty five. The score out of twenty five will then be divided by 2.5 to provide the marks (out of a maximum of ten) that the Applicant achieves at interview stage. Marks will be rounded to one decimal place. For clarity, an example of how this will operate (with example scores) is set out below:

Interview Sub Criteria	Score Achieved (out of five)
Presentation	3
Question 1	4
Question 2	5
Question 3	3
Question 4	2
Total Score (out of 25)	17

4.38 Therefore in the example above the Applicant would have scored $17 \div 2.5 = 6.8$. So the marks achieved (out of 10) would be **6.8**

4.39 Any Applicant that scores three or less out of 10 in the interview will not be taken through to the next stage.

4.40 Full details on the interview, including details on the subject of the presentation and questions will be provided to the relevant Applicants alongside the invitation to interview.

Stage Seven – Final Score

4.41 This is the final stage of the evaluation process, and will only apply to Applicants that have not been removed from the evaluation process at an earlier stage. The remaining Applicants' Interim Total Scores and marks achieved in the interview will be added together to give a Final Score out of 100 calculated to two decimal places. The Final Scores of Applicants will be ranked and the highest scoring Applicant will be awarded the Contract.

4.42 In the unlikely event that the highest Final Score is achieved by more than one Applicant (i.e. if there is a tie), the LAA will award the Contract to the Applicant that achieves the highest interview score.

Contract Award

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

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

4.45 The LAA will observe a voluntary 10 day stand still period beginning the day after notification is sent to Applicants of the outcome of this procurement process.

4.46 The sole right of appeal is set out at paragraph 5.39 of this IFA.

- 4.47 Any award of a Contract to a successful Applicant is conditional on the Contract being agreed in accordance with the LAA's internal procedures, which may include requiring indemnities or guarantees. The LAA reserves the right not to award a Contract to any Applicant or to withdraw a notification of award at any time prior to execution of the Contract documents.
- 4.48 The LAA currently expects Contract documents to be executed by November 2016.

Verification

What will the LAA verify	What evidence will be required from the Applicant?	Applicants must provide verification by:
Evidence of meeting Quality Standard Requirements	Either: <ul style="list-style-type: none"> • Evidence of holding the ISO 9001 standard, or a clear and credible plan for achieving the standard by 31st March 2017; or • Evidence of holding an equivalent externally accredited standard, or a clear and credible plan for achieving the equivalent standard by 31st March 2017; or • Evidence presented of an in house standard, which the successful Applicant demonstrates, to the satisfaction of LAA, is equivalent to ISO 9001. 	Two weeks from the notification letter being sent by the LAA.

- 4.49 In the letter notifying the successful Applicant of the outcome of the procurement process the LAA will confirm what verification information it requires prior to entering into a Contract with the successful Applicant.
- 4.50 As a minimum, the successful Applicant will have to provide the information below in the timescale stipulated.
- 4.51 Where the verification evidence is not received in full within in the required timescales, the LAA reserves the right to withdraw the offer of the Contract to the successful Applicant.
- 4.52 The LAA may, at its sole discretion, seek to verify additional information contained in the successful Applicant's Tender.

Issuing of contract documentation

- 4.53 Where the successful Applicant is able to verify their Tender satisfactorily through the above process, their Contract documentation will be sent for execution.

4.54 Contract documentation will be issued and executed through the e-Tendering System and a hard copy will be sent in the post. The successful Applicant will need to execute the SQM Contract by signing and returning two hard copies of the Contract. By doing this, the successful Applicant agrees to be bound by the terms of the Contract and corresponding Schedule(s), and the other documents which together comprise the SQM Contract.

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.
- 5.2 The LAA is not bound by either the Public Contract Regulations 2015 or the Concession Contracts Regulations 2016 for the purposes of this procurement process.
- 5.3 This IFA and any supplementary documents issued as part of this procurement process (including the ITTs) are governed and construed in accordance with English Law.

Canvassing

- 5.4 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 in connection with this procurement process; or
 - (b) offer or agree to pay or give any sum of money, inducement or valuable consideration to any person for doing or having done or causing or having caused to be done any act or omission in relation to this procurement process.

Collusion

- 5.5 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 in to 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.

Submitting a Tender

5.6 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.

5.7 The Applicant must submit a complete Tender (in accordance with paragraph 5.10) 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.

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

5.8 The Applicant must submit a complete Tender (in accordance with paragraph 5.10) 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.

5.9 A Tender must be authorised by the Applicant's Compliance Officer or proposed Compliance Officer for Legal Practice.

5.10 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.

- 5.11 The Applicant may amend and re-submit its Tender at any time up to the Deadline. Only the latest Tender submitted by an Applicant prior to the Deadline will be considered by the LAA.
- 5.12 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.
- 5.13 The Applicant will not be permitted to amend or alter the Tender after the Deadline except in circumstances expressly permitted by the LAA.
- 5.14 In the event of any conflict between the information, answers or responses submitted as part of a Tender, without prejudice to the other rules of the procurement process, the conflict will be resolved by accepting the information, answer or document least favourable to the Applicant. For the avoidance of doubt, in these circumstances, the LAA will not contact the Applicant.
- 5.15 When providing the Services within Wales, the Applicant must ensure it is accessible to, and understandable by, clients whose language of choice is Welsh, in accordance with the Welsh Language Act 1993 and Welsh Language (Wales) Measure 2011 and any other relevant statutory instruments which come into force from time to time.
- 5.16 The Applicant, by submitting a Tender, warrants to the LAA that:
- (i) it has complied with all the rules and instructions applicable to this IFA and the e-Tendering system in all respects;
 - (ii) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the LAA by the Applicant are true, complete and accurate in all respects; and
 - (iii) it has capacity to concurrently deliver all of the Services it has submitted a Tender for.
- 5.17 The Applicant must keep any Tender valid and capable of acceptance by LAA up to the Commencement Date.
- 5.18 By submitting a Tender the Applicant agrees to be bound by the Contract without further negotiation or amendment.
- 5.19 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.

- 5.20 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 5.23 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.
- 5.21 Any Frequently Asked Questions published through the e-tendering system in accordance with Section 3 of this IFA will form part of the documentation for this procurement process. Applicants should have regard to the relevant Frequently Asked Questions documents prior to submitting a Tender.
- 5.22 Without prejudice to any warranties given, these General 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

- 5.23 The LAA reserves the right to amend the procurement process (including any related documentation) at any time. Any notices of amendments will be notified to individual Applicants through a message on the e-Tendering system.
- 5.24 A Tender submitted by an Applicant which does not comply with any amendments made in accordance with 5.23 before the Deadline will be rejected.
- 5.25 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.
- 5.26 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.
- 5.27 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.

- 5.28 Without prejudice to any warranties given, these General Rules of the Procurement Process do not form a separate collateral contract between the Applicant and the LAA. The relevant parts of the Applicant's Tender may form part of any Contract subsequently awarded.

Right to Clarify / Verify

- 5.29 The LAA may at its sole discretion seek to clarify or verify the Applicant's Tender. In these circumstances, the LAA will not take into account any information provided that would result in an improvement to the Applicant's Tender.

- 5.30 Where the LAA contacts the Applicant in circumstances outlined in 5.29, the Applicant must provide the information requested by the date specified by the LAA. Any information provided by the Applicant after the specified date will not be taken into account by the LAA when evaluating the Applicant's Tender.

- 5.31 The ITT requests some non-assessed information that the LAA requires to be able to progress the issuing of Contract documentation. Where this non-assessed information is not provided or is inaccurate in the Tender, the LAA may contact the Applicant for these details. If the Applicant fails to provide the accurate information requested this will not result in a Tender being unsuccessful. However, this may delay the issuing of the LAA Contract documentation to an Applicant who has been successful, which may prevent the Applicant from commencing and being paid for Services carried out under the Contract.

Right to Exclude

- 5.32 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.

- 5.33 The LAA reserves the right at its absolute discretion to disqualify from the procurement process any Applicant for submitting (regardless of whether done intentionally or not):

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

5.34 If the LAA reasonably believes that the Applicant has colluded with another person in any way that breaches paragraph 5.5, 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 If there is a change in circumstances that results in a material change to the Applicant's submitted Tender, the Applicant must inform the LAA through the e-Tendering system. In such circumstances, the LAA will conduct a re-assessment of the Tender. If upon re-assessment, 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.

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 material elements of its Tender, the LAA will not proceed with any decision made to award a Contract.

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

5.38 The award of a Contract does not guarantee any minimum amount of work.

Appeal

5.39 The Applicant's sole right of appeal is limited to circumstances where it reasonably, on the information contained in the Tender (subject to paragraph 5.25), considers that the LAA has made an error in its assessment of the Applicant's Tender. There is no other right of appeal, including, for example, in respect of any mistakes, inaccuracies or errors made by the Applicant in its Tender. For the avoidance of doubt there is no right of appeal based on a purported failure of the LAA to clarify Tender information.

5.40 Appeals must relate to the specific grounds of failure set out in the notification letter received from the LAA.

5.41 Appeals must be submitted on the appeals pro forma via the designated email address. This information will be contained in the letter giving notice of the LAA's decision that a Tender has been unsuccessful. Appeals received after the stated deadline in the letter will not be considered.

- 5.42 The LAA's Principal Legal Adviser (or the Principal Legal Adviser's 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.
- 5.43 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.

Confidentiality, Data Protection & Freedom of Information

- 5.44 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.
- 5.45 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.
- 5.46 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.
- 5.47 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 our obligations under FOIA.
- 5.48 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.
- 5.49 By submitting a Tender an Applicant consents and confirms 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.

- 5.50 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 Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other relevant regulations 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.
- 5.51 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.
- 5.52 The LAA will publish details of all contracts awarded in accordance with the Government's transparency standards.
- 5.53 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

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ANNEX A: The SQM Service – Key Points and Facts & Figures

Section 1. Historical Audit Volumes

For the purposes of developing your resourcing plans, the historical audit volumes per year are set out below;

Year	Desktop Audits	On-Site Audits
2011	27	57
2012	21	1009
2013	73	270
2014	27	160
2015	68	840

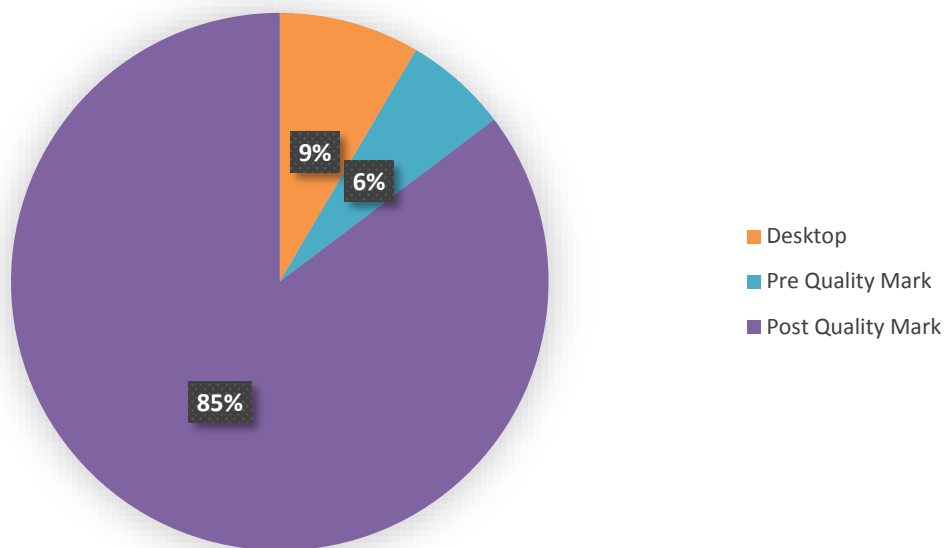
Section 2. Forecasted Volumes

A forecast for upcoming years is set out below:

Year	Desktop Audits	On-Site Audits
2016	22	248
2017	13	147
2018	67	773

Section 3. Historical Audit Type Information

For the purposes of developing resourcing plans the historical types of Audit between 2011-2015 are set out below:



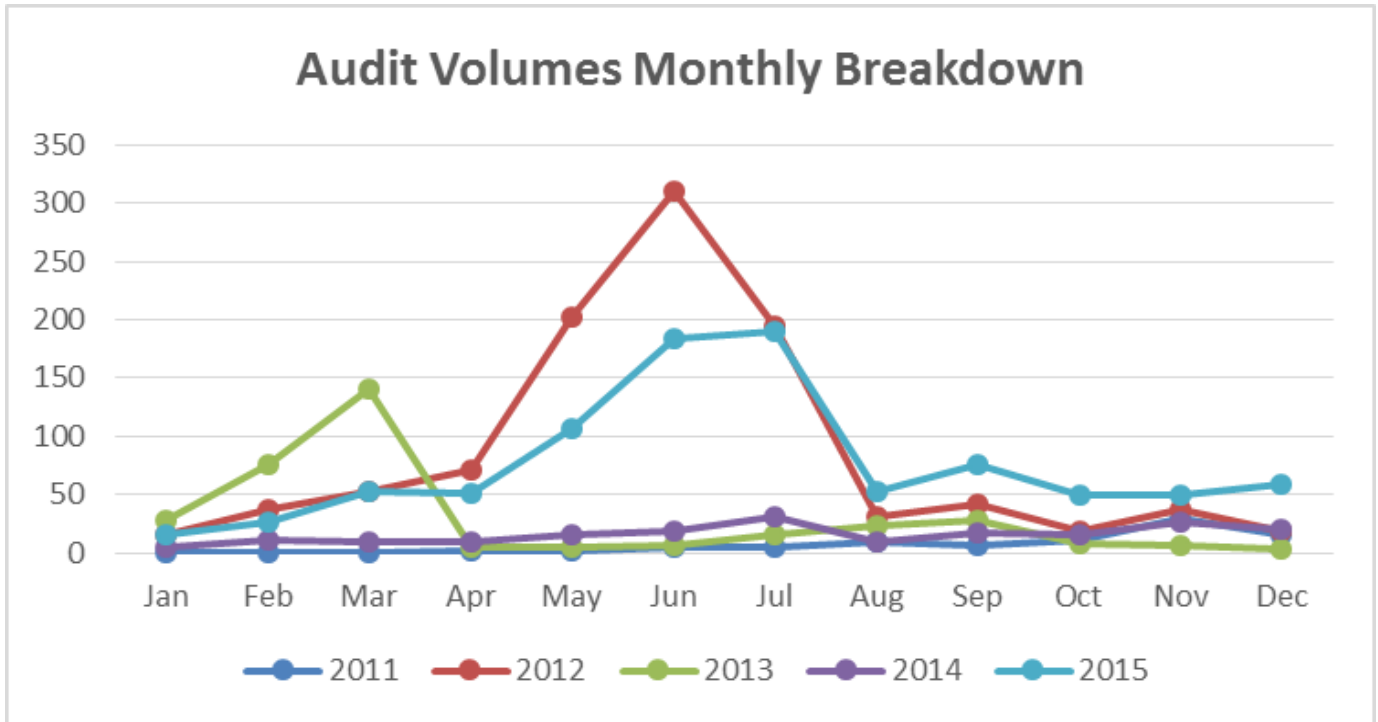
Section 4. Monthly Audit Volumes

A breakdown of monthly Audit volumes (desktop and On-Site) across for 2015/16 is set out below:

Month	Audit Volumes
April	51
May	105
June	183
July	189
August	52
September	76
October	49
November	49
December	58
January	69
February	85
March	49
Total	1015

Section 5. Historical Monthly Audit Volumes

A breakdown of monthly Audit volumes (desktop and On-Site) across for 2015/16 is set out below:



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011				1	2	5	5	10	6	11	29	15
2012	16	37	53	71	203	311	194	31	41	18	37	18
2013	28	76	141	5	5	6	15	23	28	7	6	3
2014	4	11	10	9	15	19	31	9	17	16	26	20
2015	15	26	53	51	106	183	190	52	76	49	49	58

Section 6. Average number of Audits conducted by Audit type

Below is a breakdown of the number of Audits conducted historically by organisational size. Please note that this information is based on the segmentation of organisational size used in the current contract – Small (0-15 FTE), Medium (16-60 FTE) and Large (61+ FTE), which is not directly comparable with the pricing structure used in this process.

Size of Firm /Type of Audit	2011		2012		2013		2014		2015	
	Number of Audits	Average Number of FTE Employed by Legal Services Provider	Number of Audits	Average Number of FTE Employed by Legal Services Provider	Number of Audits	Average Number of FTE Employed by Legal Services Provider	Number of Audits	Average Number of FTE Employed by Legal Services Provider	Number of Audits	Average Number of FTE Employed by Legal Services Provider
Small (0-15 FTE)										
Desktop	25	4	20	2	73	2	26	3	66	3
Pre Quality Mark	3	4	38	3	73	2	15	3	26	3
Post Quality Mark	46	5	865	5	186	3	129	4	729	6
Totals/Averages	74	4	923	3	332	2	170	3	821	4
Medium (16-60 FTE)										
Desktop	2	19	1	21	0	0	1	17	2	23
Pre Quality Mark	0	0	2	19	0	0	1	17	1	20
Post Quality Mark	7	30	91	28	9	24	14	29	74	26
Totals/Averages	9	25	94	23	9	24	16	21	77	23
Large (61+ FTE)										
Desktop	0	0	0	0	0	0	0	0	0	0
Pre Quality Mark	0	0	0	0	0	0	0	0	0	0
Post Quality Mark	1	101	13	124	2	135	1	101	10	119
Totals/Averages	1	101	13	124	2	135	1	101	10	119
Totals/Averages For All Audit Types	84	43	1030	67	343	71	187	58	908	67

Section 7: Map detailing current SQM holders

Below is a breakdown of the geographical location of current SQM Holders across England and Wales



ANNEX B: SQM Scoring Matrix

Technical Envelope and Interview Award Criteria Scoring Matrix

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 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

ANNEX C: ITT Questions and Assessment

Criteria	Criteria	Sub Criteria	Sub Criteria Weighting	Minimum threshold	Total Criteria Weighting
Quality - Selection Criteria (Qualification Envelope)	Non-assessed information		N/A	N/A	
	Mandatory Fail (<i>Pass/Fail Elements</i>)		N/A	Pass	
	Discretionary Fail (<i>Pass/Fail Elements</i>)		N/A	Pass	
	Financial Assessment (<i>Pass/Fail Elements</i>)		N/A	Pass	
	Non-assessed information (Pass/Fail Elements)	Staff Organogram	N/A	N/A	
		Mobilisation Plan			
Quality – Award Criteria (Technical Envelope)	1: Applying your skills and experience	1.1 Previous Auditing Experience	5%	N/A	5%
		1.2 References	N/A		
	2: Staffing the Service	2.1 Resource Planning	7%	2	14%
		2.2 Development of Staff	7%	n/a	
	3: Mobilisation of the Service	3.1 Mobilisation Plan	7%	2	7%
	4: Delivering a Quality Service	4.1 How will audits be planned and conducted?	10%	2	34%
		4.2 How will you ensure excellent customer service?	9%	N/A	
		4.3 How will compliance be tested?	10%	2	
		4.4 Contract Infrastructure	5%	N/A	
	Price – Award Criteria (Commercial Envelope)				
	Declaration <i>Pass/Fail</i>	Declaration <i>Pass = (provision of declaration)</i>		N/A	N/A
Quality - Interview	Interview		10%	4	10 %

Form A – Organisation and contact details

No.	Question	Response options and assessment
A.1	Full name of Applicant and trading style, e.g. LLP.	Free Text Box
A.2	Head/main office address from which the Services will be delivered. Where the Applicant does not yet have an office please enter “N/A”.	Free Text Box
A.3	Postcode of the Head/main office address from which the Services will be delivered. Where the Applicant does not yet have an office please enter “N/A”.	Free Text Box
A.4	VAT registration number. If this does not apply to the Applicant please answer “N/A”.	Free Text Box
A.5.i	Predecessor bodies – has the Applicant been subject to any change to its status in the three years preceding the date of its Tender submission? This may include (but is not limited to) merger, novation, de-merger or change in legal status.	Options list: i) Yes ii) No
A.5.ii	If you answered “Yes” to question A.5.i, please provide details of all status changes in this time period.	Free Text Box
A.6	Parent companies – please list any organisation which owns more than 50 percent of the voting shares of the Applicant or has an overriding material influence over its operations (the largest individual shareholder or if they are placed in control of the running of the operation by non-operational shareholders). If the Applicant does not have any parent companies please answer ‘N/A’.	Free Text Box
A.7	Type of entity at Audit Commencement Date (this may not be the same as currently).	Options list: i) Public Limited Company ii) Limited Company iii) Limited Liability Partnership iv) Partnership v) Sole Trader vi) Registered Charity

		vii) other
A.8	Please supply Company, Limited Liability Partnership or Charity Registration number. If this does not apply to the Applicant, please answer "N/A".	Free text
A.9	Please indicate in the relevant boxes whether any of the following classifications apply to you; <ul style="list-style-type: none"> i. Voluntary, Community and Social Enterprise (VCSE) ii. Small or Medium Enterprise (SME) iii. Sheltered workshop iv. Public service mutual 	i) Voluntary, Community and Social Enterprise (VCSE) ii) Small or Medium Enterprise (SME) iii) Sheltered workshop iv) Public service mutual
A.10.i	Are you a non – UK Business?	Yes/No
A.10.ii	If you have answered Yes to question A.10i: If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state.	Yes/No
A.10.iii	If you have answered Yes to A.10ii, please provide the registration number in this box. If your answer to question A.10.ii was 'No' please insert "N/A".	Free Text Box
A.10.iv	Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the Services required in this procurement?	Yes/No
A.10.v	If Yes to A10.iv, please provide additional details within this box of what is required and confirmation that you have complied with this. If your answer to question A.10.iv was 'No' please insert "N/A".	Free Text Box

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.	
Note	<p>The Applicant will be excluded from this procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if it has been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).</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 ii – B.2 vii.</p> <p>If the Applicant answers “Yes” to question B.3 on an Occasion of Non Compliance (“OONC”) 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.3 ii – B.3 vi.</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, subject to paragraph 4.3 of the IFA, 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 Tender) apply.</p>	
B.1.i	<p>Within the past five years, has the Applicant or any member of its Key Personnel been convicted of any of the following offences?</p> <p>a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;</p>	<p>Yes (Fail) No (Pass)</p>

	<p>b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;</p> <p>c. the common law offence of bribery; or</p> <p>d. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983.</p>	
B.1.ii	<p>Within the past five years, has the Applicant or any member of its Key Personnel been convicted of any of the following offences where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:</p> <ul style="list-style-type: none"> (i) the offence of cheating the Revenue; (ii) the offence of conspiracy to defraud; (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; 	<p>Yes (Fail)</p> <p>No (Pass)</p>
B.1.ii	<p>Within the past five years, has the Applicant or any member of its Key Personnel been convicted of any of the following offences?</p> <p>(a) any offence listed—</p> <ul style="list-style-type: none"> (i) in section 41 of the Counter Terrorism Act 2008; or (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; 	<p>Yes (Fail)</p> <p>No (Pass)</p>

	<p>(b) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);</p> <p>(c) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;</p> <p>(d) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;</p> <p>(e) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;</p> <p>(f) an offence under section 59A of the Sexual Offences Act 2003;</p> <p>(g) an offence under section 71 of the Coroners and Justice Act 2009;</p> <p>(h) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;</p> <p>(i) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—</p> <p style="padding-left: 40px;">(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or</p> <p style="padding-left: 40px;">(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland; or</p> <p>(j) an offence under section 1, 2 or 4 of the Modern Slavery Act 2015</p>	
B.2	<p>Within the past five years has the Applicant or any of its Key Personnel been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that the Applicant is in breach of obligations related to the payment of tax or social security contributions?</p> <p>Please note that if the Applicant is a new organisation which does not yet have obligations relating to payment of social security and taxes, it should still answer the question above in relation to its Key Personnel.</p>	<p>Yes (Fail, subject to information in B.2(a) – (e))</p> <p>No (Pass)</p>
<p>If the Applicant has answered “Yes” to question B.2, it must give details by answering questions B.2(a) – (f) below.</p>		

B.2.i	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”	Free text
B.2.ii	Please explain what the obligation(s) was which the Applicant or any of its Key Personnel has failed to meet, including the name of the social security contribution or tax	Free text
B.2.iii	Please give the value of unmet obligation(s)	Free text
B.2.iv	If the social security contribution or tax relates to the Applicant please confirm the percentage value of the unmet obligation(s) of the Applicant’s annual turnover. If the social security contribution or tax relates to Key Personnel please enter “N/A”.	Free text
B.2.v	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 (e.g. an agreed repayment plan); and - the date by which the amount(s) will be repaid. If no agreement is in place, please enter “No agreement”	Free text
B.2.vi	Please attach evidence of the binding agreement reached	Attachment
B.3	From 1 April 2013 onwards, have any of the Applicant’s tax returns submitted on or after 1 October 2012 • Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; • Been found to be incorrect as a result of: ○ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the Halifax Abuse Principle; or ○ A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the Halifax Abuse Principle; or ○ the failure of an avoidance scheme which the Applicant was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Applicant is established.	Yes (Fail, subject to information in B3(a) – (e) No (Pass)
	If the Applicant has answered “Yes” to question B.3, it must give details by answering questions B.3(i) – B.3(v) below.	

B.3.i	Please provide a brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the Halifax Abuse Principle etc.	Free text
B.3.ii	Where the Occasion Of Non-Compliance (OONC) relates to a DOTAS, the number of the relevant scheme.	Free text
B.3.iii	Please provide the date of the original “non-compliance” and the date of any judgement against the Applicant, or date when the return was amended.	Free text
B.3.iv	Please provide details of the level of any penalty or criminal conviction applied.	Free text
B.3.v	Please provide details of any mitigating factors, including but not limited to: <ul style="list-style-type: none"> o Corrective action undertaken by the Applicant to date; o Planned corrective action to be taken; o Changes in personnel or ownership since the occasion; and o Changes in financial, accounting, audit or management procedures since the occasion. 	Free text

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 asked, outlining the circumstances including exceptional circumstances that you wish 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, subject to paragraph 4.3 of the IFA and as otherwise specified, 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 Tender) apply.

In assessing the Applicant’s responses to question C2 and C3, the LAA may also consider the financial documentation submitted by the Applicant in response to question D1.

	Within the past three years, please indicate if any of the following situations have applied, or currently apply, to the Applicant or any of its Key Personnel:	
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C.1	The Applicant or any of its Key Personnel has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts 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.i to C.1.iv below.	
C.1.i	Please give details about the nature of the event(s) leading to this violation.	Free text
C.1.ii	Please give details about the nature of the violation and any sanction applied.	Free text
C.1.iii	Please give the date when the violation occurred.	Free text
C.1.iv	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to a violation of obligations in the fields of environmental, social and labour laws.	Free text
C.2	The Applicant or any of its Key Personnel is bankrupt or is the subject of insolvency or winding-up proceedings, where the assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State. For the avoidance of doubt this includes the imposition of Individual Voluntary Arrangements (IVA) or Company Voluntary Arrangements (CVA);	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.2, it must give details by answering questions C2.i to C2.ix as appropriate below.	
C.2.i	Where it relates to the Applicant please enter “Relates to Applicant”. Where this relates to a member of your Key Personnel please give the name and position of the person(s) involved.	Free text
C.2.ii	Has the Applicant or any member of its Key Personnel either at this organisation or any previous organisation been the subject of an IVA or a CVA as a result of the non-payment of taxes or social security contributions?	Yes (Answer C.2(i) to C.2.(ix)) No (Answer C.3)
C.2.iii	Please provide the value of the IVA or CVA when entered into.	Free text
C.2.iv	Please provide the date on which the IVA or CVA was entered into.	Free text
C.2.v	Where the IVA or CVA has been subject to any rescheduling of repayments, please provide: <ul style="list-style-type: none"> • details of what changes were agreed, including the date when the rescheduling occurred; and 	Free text

	<ul style="list-style-type: none"> 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 IVA or CVA has not been subject to any rescheduling of repayments please enter "N/A".</p>	
C.2.vi	When is the IVA or CVA due to be discharged?	Free text
C.2.vii	<p>On what dates do each of the next payments of taxes and social security contributions for which the Applicant or any of its Key Personnel is liable, fall due?</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.viii	Have all payments of taxes and social security contributions for both the Applicant and each of its Key Personnel following the imposition of the IVA/CVA been met?	Yes No (Answer C.2.ix)
C2.ix	<p>Where the Applicant has answered "No" to C2.viii, please provide details of:</p> <ul style="list-style-type: none"> - the type liability owing (which tax or social security contribution); and - to whom the liability relates (either Applicant or provide the name and position of the person(s) involved); and - the amount of the outstanding liability; and - the date on which the amount became due; and - whether there is a binding agreement in place to repay the amount. 	Free text
C.3	Has the Applicant or any of its Key Personnel been issued with a County Court Judgment ("CCJ") under which liabilities will not be discharged by the Commencement Date?	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.3i to C.3.v below.	
C.3.i	If the Applicant has answered "Yes" in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter "Relates to Applicant".	Free text
C.3.ii	Please give the date(s) when the incident(s) occurred leading to the CCJ(s), and the date when the CCJ(s) was/were issued.	Free text
C.3.iii	Please give details of the situation, including the amount owed, resulting in the CCJ(s) being issued.	Free text

C.3.iv	Please give details of any written plan in place to discharge these liabilities including the date by which the amount(s) will be repaid.	Free text
C.3.v	Please give details about any measures the Applicant has taken to ensure that similar situations will not arise in the future.	Free text
C.4	Has the Applicant, any of its Key Personnel or any of its former Key Personnel been found guilty of grave professional misconduct, which renders its integrity questionable or has been referred to a disciplinary body following allegations of grave professional misconduct that have been made?	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.i to C.4.v below.	Free text
C.4.i	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”.	Free text
C.4.ii	Please give the date when the event(s) occurred.	Free text
C.4.iii	Please confirm the nature of the event(s) leading to the finding of grave professional misconduct.	Free text
C.4.iv	Please give: <ul style="list-style-type: none"> • the date that the finding of grave professional misconduct was found; • detail of any sanction applied; and • which body made the finding of guilt 	Free text
C.4.v	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to grave professional misconduct.	Free text
C.5	The Applicant or any of its Key Personnel has 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.5, it must give details by answering questions C.5.i to C.5.iv below.	
C.5.i	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”.	Free text
C.5.ii	Please give the date when the event(s) occurred.	Free text
C.5.iii	Please confirm the nature of the event(s) leading to an agreement with other market operators aimed at distorting competition.	Free text

C.5.iv	Please give details about any measures the Applicant has taken to ensure that there is no repeat of the circumstances leading to the distortion of competition.	Free text
C.6	The Applicant has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures.	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.6, it must give details by answering question C.6.i below.	Free text
C.6.i	Please tell us the nature of the conflict, including how this might be perceived to compromise your organisation’s impartiality and independence in the context of the procurement procedure.	Free text
C.7	The Applicant has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract (other than with the LAA or its predecessor), a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions. The Applicant must also answer “yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation that has had a contract terminated (other than by the LAA or its predecessor) within the last three years.	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.i - C.7.viii below.	
C.7.i	Please give the name of the organisation with whom this contract was held.	Free text
C.7.ii	Please give the date on which this contract commenced.	Free text
C.7.iii	Please give the value of the contract and the time period for which the full contract was due to run.	Free text
C.7.iv	Please confirm the nature of the sanction that was applied.	Free text
C.7.v	Please give the date when the early termination/ damages/ comparable sanction took effect.	Free text
C.7.vi	If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to the Applicant please answer "Relates to Applicant".	Free text
C.7.vii	Please confirm the reason for the early termination/ damages/ comparable sanction.	Free text
C.7.viii	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the early termination/ damages/ comparable sanction.	Free text

C.8	<p>The Applicant has had any contract with the LAA or its predecessor body terminated in whole or in part within the last five years, or is it currently in receipt of a notice to terminate?</p> <p>The Applicant must also answer “Yes” to this question if any of its Key Personnel worked as Key Personnel at another organisation who has had a contract with the LAA or its predecessor body terminated in whole or in part within the last five years, or is currently in receipt of a notice to terminate.</p> <p>For the avoidance of doubt, do not answer “Yes” if the termination was by LAA in accordance with its “no fault” termination rights.</p>	<p>Yes (discretionary fail)</p> <p>No (Pass)</p>
	<p>Exceptional circumstances – if the Applicant has answered “Yes” to question C.8, it must give details by answering questions C.8.i to C.8.vi below.</p>	
C.8.i	<p>Please indicate whether the Applicant’s termination or notice to terminate relates to the whole contract or to a particular part of the contract.</p> <p>If the termination or notice to terminate relates to a particular part of the contract, please explain which part.</p>	Free text
C.8.ii	Please give the date when the termination took effect/notice to terminate was received.	Free text
C.8.iii	If the Applicant has answered “Yes” in relation to Key Personnel working at a previous organisation please confirm the name of the member of Key Personnel and the organisation to which the termination/notice to terminate relates. If the termination/notice to terminate relates to the Applicant please answer "Relates to Applicant".	Free text
C.8.iv	Please confirm the reason for the termination/notice to terminate.	Free text
C.8.v	If the Applicant has received a notice to terminate, please tell us what has happened since the notice was received, and what stage the Applicant is at in any appeal process.	Free text
C.8.vi	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the notice to terminate or termination.	Free text
C.9	<p>The Applicant —</p> <p>(i) has been guilty of serious misrepresentation, wilfully or negligently, in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria and which has found to be false and/or misleading; or</p> <p>(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p>	<p>Yes (discretionary fail)</p> <p>No (pass)</p>
	<p>Exceptional circumstances – if the Applicant has answered “Yes” to question C.9, it must give details by answering questions C.9.i – C.9.v below.</p>	
C.9.i	Please give the name of the contracting authority from whom your organisation withheld / misrepresented information.	Free text

C.9.ii	Please confirm the nature of the affected contract(s).	Free text
C.9.iii	Please give the date when the event(s) occurred.	Free text
C.9.iv	Please confirm the action taken by the contracting authority as a result of the Applicant withholding/misrepresenting information.	Free text
C.9.v	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the Applicant misrepresenting/withholding information.	Free text
C.10	The Applicant or any of its Key Personnel has undertaken to: (i) unduly influence the decision-making process of the contracting authority, or (ii) obtain confidential information that may confer upon the Applicant undue advantages in the procurement procedure; or (iii) has wilfully or negligently provided false and/or 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.10, it must give details by answering questions C.10.i – C10.v below.	
C.10.i	Please give the name of the contracting authority(ies) affected.	Free text
C.10.ii	Please confirm the nature of the affected contract(s).	Free text
C.10.iii	Please give the date when the event(s) occurred.	Free text
C.10.iv	Please confirm the action taken by the contracting authority as a result of the Applicant’s action.	Free text
C.10.v	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to undue influence/undue advantage/ wilfully or negligently materially influencing procurements and/or contracting authorities.	Free text

Compliance with equality legislation

C.11	In the last three years, has the Applicant or its Key Personnel had a complaint upheld following an investigation by the Employment Tribunal, an Employment Appeal Tribunal, Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.11, it must give details by answering questions C.11.i – C.11.v below.	
C.11.i	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”.	Free text

C.11.ii	Please give details about the nature of the event(s) leading to these findings.	Free text
C.11.iii	Please give details about the nature of the upheld complaint.	Free text
C.11.iv	Please give the date when the complaint was upheld.	Free text
C.11.v	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to findings of unlawful discrimination.	Free text

Environmental Management

C.12	Has the Applicant been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.12, it must give details by answering questions C.12.i – C.12.iv below.	
C.12.i	Please give details about the nature of the event(s) leading to the conviction/notice.	Free text
C.12.ii	Please give details about the nature of the conviction/notice.	Free text
C.12.iii	Please give the date of the conviction/notice.	Free text
C.12.iv	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to findings against the Applicant in respect of environmental management.	Free text

Health and Safety

C.13	Has the Applicant or any of its Key Personnel been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	Yes (discretionary fail) No (pass)
	Exceptional circumstances – if the Applicant has answered “Yes” to question C.13, it must give details by answering questions C.13.i – C.13.v below.	
C.13.i	If the Applicant has answered “Yes” in relation to Key Personnel, please give the name and position of the person(s) involved. If the response relates to the Applicant please enter “Relates to Applicant”.	Free text
C.13.ii	Please give details about the nature of the event(s) leading to the order(s).	Free text
C.13.iii	Please give details about the nature of the order(s).	Free text

C.13.iv	Please give the date when the order(s) were made.	Free text
C.13.v	Please confirm any steps taken to ensure there is no repeat of the circumstances leading to the imposition of enforcement/remedial orders in respect of health and safety.	Free text

Form D – Economic and Financial Standing

Financial checks will be undertaken in accordance with paragraphs 4.6 - 4.12

D.1	Please attach the following documents with your Tender submission:	
D.1.i	A copy of your audited accounts for the most recent two years (or if you have been trading for less than two years your last years audited accounts)	Attachment
D.1.ii	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading	Attachment
D.1.iii	A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position	Attachment
D.1.iv	Or if you have been trading for less than a year: An alternative means of demonstrating financial status.	Attachment
D.1.v	If you have been trading for a year or longer and you cannot provide all of the documents specified at D1.i to D1.iii above, please provide an explanation. If this does not apply please insert "N/A".	Free Text Box
D.2	Are you a part of a wider group (e.g. a subsidiary of a holding/parent company)? If your answer to D.2 is "yes" please answer questions D.2.i to D.2.iii below.	Yes No
D.2.i	Please provide the name of the holding/parent company and its relationship with the Applicant.	Free Text Box
D2.ii	Please provide the holding/parent company's audited accounts for the most recent two years.	Yes (accounts attached)

		No (accounts unavailable)
D2.iii	Would the holding/ parent company be willing to provide a guarantee?	Yes No

Non Assessed Submission Requirements

Staff Organogram	Please attach a detailed Staff Organogram, to include the names of the Key Personnel and their roles for delivering the Services.	Attachment
Mobilisation Plan	Please complete the Mobilisation Plan template with the milestones indicated.	Attachment

Award Criteria 1 – Applying your Skills and Experience

This Award Criterion is about the skills and experience the Applicant will apply to delivery of the Services. Higher scores will be awarded to Applicants who provide a high level of confidence that they have the necessary skills and experience to successfully deliver the Services.

1.1 Previous Auditing experience	<p>In the text box(es) provided, please provide details of your skills and experience of providing auditing services and your skills and experience of managing quality assurance processes and how will you apply it to successfully deliver this Contract. Where you reference previous experience, your response should include reference to the following:</p> <ul style="list-style-type: none"> The name of the client and business sector; The date, duration and value of the project; The scope and frequency of auditing requirements; The overall size of the organisation and its geographical coverage; The key personnel involved in the services; The outputs and outcomes achieved; The level of client satisfaction achieved, and how this was measured. <p>Higher scores will be awarded to Applicants who can provide a higher level of confidence that they have experience of delivering an auditing function effectively and will apply this experience to effectively manage the Services under this Contract.</p>	Text
1.2 References	Please provide the following information in relation to contracts referred to in Sub Criterion 1.1.	Text

	<p>The named client contact provided should be prepared to provide written evidence in the form of a reference to confirm the accuracy of the information provided:</p> <p>Name of client organisation; Point of contact in client organisation; Position in the organisation; E-mail address.</p>	
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Award Criteria 2 – Staffing the Service

This Award Criterion is about how the Applicant will resource the Contract and maintain a high performing team of staff.

Higher scores will be awarded to Applicants who provide a high level of confidence that they will employ skilled, experienced and motivated staff over the duration of the Contract, who will be appropriately deployed, trained and supported.

<p>2.1 Resource Planning</p>	<p>Please demonstrate using the text box(es) provided and with reference to the Staff Organogram submitted as part of your Tender, how you will ensure sufficient qualified resources are put in place to deliver the Services effectively. Your response should include:</p> <ul style="list-style-type: none"> • How you will resource the Services and deploy appropriate staff to deliver Audits across the whole of England and Wales, including the mix of employed SQM Auditors and contracted SQM Auditors you intend to use, and where Auditors will be geographically based; • How you will deploy your staff to manage fluctuations in Audit volumes throughout the Term of the Contract, ensuring that performance of the Services is not adversely affected. Your response should address how you would deal with the significant year-by-year fluctuations demonstrated in the data in Annex A. • The number of SQM Auditors you forecast using for Year 1 of the Contract and the number of SQM Auditors you intend to use in Year 2 of the Contract, covering both the number of individual SQM Auditors and the number of Full Time Equivalents. 	<p>Text</p>
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	Higher scores will be given to Applicants that demonstrate they will have sufficient resource capacity to manage fluctuations in demand, meet the Contract Service Levels and provide a high level of service to Legal Services Providers.	
2.2 Development of Staff	<p>Please use the text box(es) provided to demonstrate how high performing SQM Auditors will be developed and deployed to provide an effective, high quality service in accordance with the Contract documents. Please explain how you will:</p> <ul style="list-style-type: none"> • Deliver an effective training programme for SQM Auditors, to ensure they are capable of delivering the Service from the Audit Commencement Date; • Promote longer term development of the knowledge and skills of SQM Auditors to maintain and increase the quality of the Service provided. <p>Higher scores will be awarded to Applicants who can provide a higher level of confidence that SQM Auditors will be trained effectively and have a longer term development plan in place, which ensures a consistently high quality service.</p>	Text

Award Criteria 3 – Mobilisation of the Service

This Award Criterion is about getting 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 April 2017.

As part of their response, Applicants can explain how their skills and experience of implementing projects of a similar type and scale will assist in implementing the Services required under the Contract.

Higher scores will be awarded to Applicants which provide a high level of confidence that they will successfully implement the Services.

3.1 Mobilisation Plan	With reference to the Mobilisation Plan submitted as part of your Tender, please detail how you will deliver your Mobilisation Plan and ensure all key milestones are met.	Text
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	<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 April 2017 in line with the Contract.</p> <p>Higher scores will be awarded where the Applicant can evidence that it has a clear, well developed and credible Mobilisation Plan that will ensure that key milestones are met.</p>	
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Award Criteria 4 - Delivering a Quality Service

This Award Criterion is about how Applicants will deliver a high quality, consistent, impartial service with high levels of client care. Higher scores will be awarded to Applicants which provide a high level of confidence in their ability to deliver a quality service, including evidence of their skills and experience of managing and delivering project(s) of a similar type and scale.

<p>4.1 How will audits be planned and conducted?</p>	<p>With reference to Annex A and the 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. • Please describe the process you will follow in conducting: <ul style="list-style-type: none"> ○ Desktop Audits ○ On-Site Audits <p>Higher scores will be awarded to Applicants who can provide a higher level of confidence that audits will be scheduled promptly and reliably and that the Applicant will provide high quality audit processes which effectively measure compliance against the SQM Standard.</p>	<p>Text</p>
<p>4.2 How will you ensure excellent customer service?</p>	<p>With reference to the SQM Standard and the Specification, in the text box(es) provided, please outline:</p> <ul style="list-style-type: none"> • How you will manage the Corrective Actions process • Your appeals process and how you will manage it 	<p>Text</p>

	<ul style="list-style-type: none"> • Your complaints process and how you will manage it • How you will ensure Legal Services Providers receive a high standard of customer service, including how you will meet any specific needs of Legal Services Providers (e.g. providing information in accessible formats) in a timely manner <p>Higher scores will be awarded to Applicants which can provide a higher level of confidence that they will have robust processes in place which will provide excellent customer service.</p>	
<p>4.3 How will compliance be tested?</p>	<p>Please explain how you will ensure that the Services will be delivered according to the requirements of the Specification and the Service Levels (Schedule 3 of the Contract) including:</p> <ul style="list-style-type: none"> • How will you effectively monitor compliance with the Service Levels and what action will you take where a risk of missing a Service Level is identified; • How you will monitor and test the work of SQM Auditors to assess compliance with the Specification; Your answer should include how you will assess whether the Audits are conducted with the necessary skill, diligence and integrity by your staff; • What action you will take where you identify that one or more Auditor(s) is not delivering the Services in compliance with the Specification; • How you will demonstrate to the LAA Contract Manager on a regular basis throughout the Term of the Contract that the Audits are being delivered according to the requirements of the Specification. • How you would identify and deal with any potential conflict of interest arising between you and a Legal Services Provider in order to ensure that you protect the integrity of the SQM whilst maintaining the effective delivery of the Services. <p>Higher scores will be awarded to Applicants which can provide a higher level of confidence that they will implement a strong testing regime for identifying non-compliance and that swift and effective action will be taken where non-compliance is identified.</p>	<p>Text</p>

<p>4.4 Contract Infrastructure</p>	<p>Please explain how you will:</p> <ul style="list-style-type: none"> • develop, resource and maintain the Helpdesk Service (as detailed in the Specification) to ensure that all queries or complaints received relating to the Services are responded to within the timescales specified in Schedule 4 and that a high quality service is provided to users; • provide an IT system to store and manage data relating to Audits, which ensures that all relevant information is held and that high levels of data integrity and security are achieved; • provide webpages dedicated to the Service which allow Legal Services Providers to obtain high quality information regarding the SQM including how to apply for it and which are designed around the needs of users. <p>Higher scores will be awarded to Applicants which can provide a higher level of confidence that they will deliver high quality infrastructure by the Audit Commencement Date, which meet the needs of Legal Services Providers and the LAA.</p>	<p>Text</p>
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	<p><u>Declaration</u></p>	
	<p>I give my undertaking that I am a member of the Key Personnel, that I am authorised to make this submission on behalf of the Applicant and that the answers submitted in this Tender are correct. I understand that the information in this Tender will be used in the procurement process to assess the Applicant's suitability to be awarded the SQM Contract. I understand that the LAA may conduct due diligence checks and may reject this Tender if there is a failure to answer all relevant questions fully or the information provided is inaccurate in any material way.</p>	
	<p>Name of person completing Tender</p>	<p>Text</p>
	<p>Position in the Applicant</p>	<p>Text</p>
	<p>Name of Key Personnel making declaration on behalf of the Applicant</p>	<p>Text</p>
	<p>Position in the Applicant</p>	<p>Text</p>

ANNEX D - TUPE and Confidentiality Agreement

(Downloadable as a separate documents from the 'Buyer Attachments' section of the e-tendering system)

ANNEX E: GLOSSARY OF DEFINED TERMS

Unless otherwise expressly stated, words and expressions defined in this IFA and ITTs shall have the same meaning as defined in the Contract. In this IFA and the ITTs 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	The award criteria within the ITT including the Technical Envelope, the Commercial Envelope and the interview stage of the procurement process and as also set out at Annex C of the IFA.
Commercial Envelope	The section in the Bravo e-Tendering system where Applicants submit the maximum prices they will charge for delivering the Services.
Contract	The Specialist Quality Mark Auditing Services Agreement which will be awarded to the successful Applicant.
Corrective Action	This is corrective action as defined in the SQM Standard and as set out in the Specification.
Data Protection Legislation	As defined in the Contract.
Deadline	The deadline to submit a Tender under this process which is 12 noon on 30 September 2016.
Desktop Audit	As set out in the Specification.
FAQ	Frequently asked questions.
Final Score	The score (out of a maximum of 100) achieved by the Applicant following the assessments of the Technical Envelope, the Commercial Envelope and the Interview.
Full-Time Equivalent or "FTE"	Means as defined under the Contract.
Halifax Abuse Principle	The principle explained in the CJEU Case C-255/02 Halifax and others. (An ECJ case which ruled that arrangements entered into (for the supply of goods or services) with the essential aim of reducing a company's liability to VAT may be disregarded as an abuse of the rights conferred by the VAT rules themselves. In such cases, the VAT liability is to be recalculated on the basis of the arrangements that the national courts decide should have prevailed, absent the transactions constituting the abusive practice).
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 Audit Services in relation to the Specialist Quality Mark (SQM)" from April 2017 Information for Applicants" (in its entirety)
Interim Total Score	The score achieved by Applicants following completion of the evaluation stages 1 to 5.
Key Personnel	Any person who has, (or will have by the Audit Commencement Date) powers of representation, decision or control of an Applicant including partners, directors, trustees and other senior managers.
LAA	Legal Aid Agency

Legal Services Provider	means an existing SQM Holder, an SQM Applicant, or other legal services provider (as appropriate) that is required to be accredited in order to hold an LAA contract to deliver legal advice and/or dispute resolution services as applicable.
Licensee	The successful Applicant that is awarded the Contract.
Mobilisation Period	The period between the 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 Services from the Audit Commencement Date.
Occasion of Tax Non-Compliance	(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion
Personal Data	Has the meaning ascribed to it in the Data Protection Act;
Pre Quality Mark Audit	As set out in the Specification.
Price Award Criteria	The Award Criteria against which the Applicant's pricing submission will be assessed.
Post Quality Mark Audit	As set out in the Specification.
Quality Award Criteria	The Award Criteria against which the Applicant's responses in the Technical Envelope will be assessed.
Services	The services to be delivered under the SQM Contract, as set out in the Specification.
Service Levels	The Service Levels set out in Schedule 3 of the Contract.
Specification	As set out at Schedule 1 to the Contract.
Sub Criteria	An element of an Award Criterion within the Technical Envelope and the Commercial Envelope of the ITT and as also set out at Annex C of the IFA.
SQM Auditor	As defined in the Contract.
SQM Guidance	As defined in the Contract.
SQM Standard	As defined in the Contract
Technical Envelope	Specific technical questions in the Bravo e-Tendering system which cover the Award Criteria as set out in Annex C of this IFA
Term	As defined in Clause 1.1 of the Contract.
Tender	An Applicant's response to the ITT of this procurement process 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	An individual appointed in the role of Training Support Manager by the Licensee as required under the Contract.
Weighted Price	The individual prices submitted by the Applicant for each Sub Criteria in the Commercial Envelope after the specified weightings have been applied to them by the LAA.