



Crown
Commercial
Service

STAGE 3 GUIDANCE

GENERAL LEGAL SERVICES

REFERENCE NUMBER

RM 3786

ATTACHMENT 5

1. INTRODUCTION

- 1.1. The purpose of this Attachment 5 Stage 3 Guidance is to provide information and instructions about the scoring and evaluation process of Stage 3 to those Potential Providers who have been invited to participate in Stage 3 of this Procurement.
- 1.2. In order to evaluate your ability to meet the advertised requirement, the Authority requires Potential Providers to complete and submit a Stage 3 Pricing Matrix and participate in a Stage 3 Compatibility Meeting in accordance with this Stage 3 Guidance.
- 1.3. The Invitation (Attachment 1) provides more information about the Authority's requirements.
- 1.4. The defined terms referred to within this Stage 3 Guidance have the meaning given to them in the Glossary, as set out in paragraph 14 of The Invitation (Attachment 1).
- 1.5. For the purposes of this Stage 3 Guidance the terms "CCS", "we", "us" or "our" refers to the Authority (Crown Commercial Service).
- 1.6. For the avoidance of doubt in this Stage 3 Guidance the terms "you" or "your" mean your organisation, or the organisation you represent in this Procurement process.

2. INSTRUCTIONS FOR COMPLETION

- 2.1. To participate in this Stage of this Procurement you are required to:
 - 2.5.1. submit a Stage 3 Pricing Matrix (Attachment 6);
 - 2.5.2. the Panel Agreement Population Template (Attachment 12); and
 - 2.5.3. participate in a Stage 3 Compatibility Meeting, in accordance with the instructions in this Stage 3 Guidance (Attachment 5) and The Invitation (Attachment 1).
- 2.2. You are strongly advised to read through all documentation first to ensure understanding of how to submit a fully compliant Stage 3 Pricing Matrix and how the Stage 3 Compatibility Meeting will be conducted and evaluated.
- 2.3. The Authority is utilising an e-Sourcing Suite to manage the submission of the Stage 3 Pricing Matrix, the Panel Agreement Population Template, and to issue your invitation to the Stage 3 Compatibility Meeting.
- 2.4. No hard copy documents will be issued and all communications with the Authority (including the submission of a Stage 3 Pricing Matrix and Panel Agreement Population Template) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.

2.5. Stage 3 Process

- 2.5.1. Stage 3 will comprise of:
 - 2.5.1.1. An evaluation of Case Study B2 submitted as part of Stage 2 Tender Submissions:
 - 2.5.1.2. A Compatibility Meeting where Potential Provider Representatives will be questioned on Case Study B2 and will be evaluated against set criteria set out in paragraph 5.4 below; and
 - 2.5.1.3. Evaluation of Potential Providers Stage 3 Pricing Matrix.

2.6. Completion of Stage 3 Pricing Matrix

- 2.6.1. The instructions in this section 2.6 refer to the Stage 3 Pricing Matrix (Attachment 6).
- 2.6.2. You must download the Stage 3 Pricing Matrix in the e-Sourcing Suite.
- 2.6.3. You must ensure that you read the Instructions tab.
- 2.6.4. You must not alter, amend or change the format or layout of the Stage 3 Pricing Matrix. You must not insert or attach any notes or comments into any of the worksheets or upload as a separate attachment. Any such additional information will be disregarded by the Authority.
- 2.6.5. You must complete the Stage 3 Pricing Matrix.
- 2.6.6. You must insert the required values into the cells which are highlighted yellow in accordance with the instructions provided within the Stage 3 Pricing Matrix.
- 2.6.7. The values that you submit into the cells highlighted in yellow will be used for the Stage 3 Price Evaluation and as such failure to insert an applicable value may result in your Stage 3 Pricing Matrix being deemed non-compliant and your Stage 3 Tender Submission may be excluded from further participation in this Procurement.
- 2.6.8. All prices submitted must be excluding VAT and in Great British Pounds Sterling (£).
- 2.6.9. No Zero values will be accepted.
- 2.6.10. Potential Providers should complete the Pricing Matrix on the basis that TUPE does not apply – please refer to paragraph 11 of The Invitation (Attachment 1) for further information.
- 2.6.11. You must upload the completed Stage 3 Pricing Matrix into the e- Sourcing Suite to question Stage 3 using the paperclip icon aligned to that question. You must re-name the file to include your organisation's trading name as a suffix to the original file name provided i.e. [yourorganisationname_Stage3PM].
- 2.6.12. If you fail to submit a completed Stage 3 Pricing Matrix, you may be excluded from further participation in this Procurement.
- 2.6.13. Abnormally Low Tenders – as part of the Stage 3 Price Evaluation process, if the Authority believes that any prices submitted are abnormally low it will conduct a further analysis of the offer in accordance with Public contract Regulations 2015 Regulation 69.
- 2.6.14. The Authority reserves the right to seek verification of any prices that it deems to be unsustainable in respect of the delivery of the Panel Services required.

2.7. Additional Materials, Documents and Attachments

- 2.7.1. You must adhere to the following instructions:
 - 2.7.1.1. No additional attachments should be submitted with your Stage 3 Tender Submission unless specifically requested by the Authority;
 - 2.7.1.2. Any documents requested by the Authority must only be attached at the question level using the paperclip icon aligned to the question (not at Questionnaire Level and not at RFx Attachments) in the e-Sourcing Suite using a unique, un-ambiguous and relevant file name as specified by the Authority. All attachments submitted must be in the format specified by the Authority. Attachments must not be over 10mb in size.

2.8. Uploading and Submitting a Stage 3 Pricing Matrix

- 2.8.1. You are responsible for ensuring that your Stage 3 Pricing Matrix has been successfully uploaded as an attachment in the e-Sourcing Suite prior to the Stage 3 Tender Submission Deadline as detailed in paragraph 7 of The Invitation (Attachment 1).
- 2.8.2. Your Stage 3 Pricing Matrix must be submitted to the Authority using the e-Sourcing Suite. If your Stage 3 Pricing Matrix is submitted by any other means it will not be accepted and you may be deemed as not having submitted a valid Stage 3 Tender Submission and your Tender Submission may be excluded from this Procurement.

3. DEADLINE FOR THE SUBMISSION OF STAGE 3 PRICING MATRIX

- 3.1. Your Stage 3 Pricing Matrix must be received by the Authority before the Stage 3 Tender Submission Deadline as detailed in paragraph 7 of The Invitation (Attachment 1).

3.2. Late Submissions

- 3.2.1. Any Stage 3 Pricing Matrix received after the Stage 3 Tender Submission Deadline may be rejected by the Authority to ensure all Potential Providers are treated fairly.

4. STAGE 3 PRICING MATRIX COMPLIANCE / VALIDATION

- 4.1. Prior to commencing the evaluation process, your Stage 3 Pricing Matrix will be checked to ensure it is compliant with the requirements of this Stage 3 Guidance and The Invitation (Attachment 1). The Authority may seek clarification on any Stage 3 Pricing Matrix submissions. If Potential Providers fail to produce a satisfactory response their Stage 1 Tender Submission may be excluded from further participation in this Procurement.
- 4.2. Potential Providers who are excluded on grounds of non-compliance will be notified accordingly.

5. OVERVIEW OF STAGE 3 EVALUATION PROCESS AND MARKING SCHEME

- 5.1. Stage 3 Compatibility will be evaluated on the basis of Quality (70%) and Price (30%) by a panel of senior civil servants ("Panel Evaluator").
 - 5.1.1. There will be 3 stages of evaluation at Stage 3 Compatibility:
 - 5.1.1.1. Evaluation of Case Study B2 as set out in paragraph 5.3 below (10%);
 - 5.1.1.2. Evaluation of the Compatibility Meeting as set out in paragraph 5.4 below (60% in total with 30% for Knowledge and 30% for Competency); and
 - 5.1.1.3. Evaluation of Stage 3 Pricing Matrix as set out in paragraph 5.8 below (30%)

5.2. Stage 3 Marking Procedure

- 5.2.1. The evaluation of Case Study B2 and the Stage 3 Compatibility Meetings will be evaluated in accordance with the Consensus Marking Procedure described in this paragraph 5.2.
- 5.2.2. The Consensus Marking Procedure is a two-step process, comprising of:
 - 5.2.2.1. Independent evaluation; and
 - 5.2.2.2. Group consensus marking.
- 5.2.3. During the evaluation process each Panel Evaluator will separately (i.e. without conferring with other evaluators) evaluate firstly the Case Study and then the overall quality of the Potential Providers Representatives responses based on answers given in the Stage 3 Compatibility Meeting.

- 5.2.4. Panel Evaluators will apply the criteria applicable to the Case Study as set out in the evaluation guidance below to determine the overall quality of each answer. Each evaluator will then allocate an overall mark for the answer in accordance with the Marking Scheme.
- 5.2.5. Panel Evaluators will apply the criteria applicable to the Stage 3 Compatibility Meeting set out in the guidance below to determine the marks to be awarded for each criteria.
- 5.2.6. Following the Stage 3 Compatibility Meeting the consensus marker will arrange for the evaluators to discuss the overall mark they have allocated for each Potential Provider in respect of Case Study B2 and the Compatibility Meeting. The consensus marker will facilitate discussion among the Panel Evaluators regarding these Marks and the related justifications. The Panel Evaluators must only refer to the notes they have made and their own individual Marks.
- 5.2.7. The consensus process described in paragraph 5.2.6 will take place at the end of each Potential Provider's Stage 3 Compatibility Meeting.
- 5.2.8. The consensus marker will record the consensus mark and the justification for the consensus Mark in the e-Sourcing Suite.

5.3. Stage 3 Case Study Evaluation (10%)

- 5.3.1. Case Study B2 will be evaluated against the same criteria used at Stage 2 Suitability to evaluate Case Study B1. The criteria to be applied are as follows:

Criteria	Sub-Weighting
i) Ability / Capacity to strategise	15%
ii) Innovation	10%
iii) Team formation and use of team, and nature of team composition	15%
iv) Project management of service delivery	10%
v) Quality of legal solution	30%
vi) Quality of knowledge sharing	10%
vii) Key success factors	10%

The following Marking scheme will be applied to each criteria (i) to (vii) Marking Scheme	Evaluation Guidance
100	The response is relevant to the criteria. Full evidence has been provided of the criteria
75	The response is relevant to the criteria. Substantial or better evidence has been provided of the criteria
50	The response is relevant to the criteria.

	Satisfactory or better evidence has been provided of the criteria
25	The response is relevant to the criteria. Partial or better evidence has been provided of the criteria
0	The response provides no evidence of the criteria. OR The response is not relevant to the criteria

5.4. Compatibility Meeting Quality Evaluation

- 5.4.1. The Stage 3 Compatibility Meeting will be based on the Case Study B2 submitted in response to question B2 of Stage 2 Suitability Questionnaire (Attachment 3).
- 5.4.2. All information in relation to the Stage 3 Compatibility Meeting is provided within this Stage 3 Guidance at Annex 1. No additional information will be issued to Potential Providers.
- 5.4.3. The Compatibility Meeting will be scored on the basis of knowledge criteria and competencies as set out below.

5.5. Stage 3 Compatibility Meeting - Knowledge Evaluation (30%)

- 5.6.1. The Knowledge Evaluation criteria set out in Table A below shall be used by the Evaluation Panel to score the quality of the answers of the Potential Providers Representatives in relation to the questions asked.
- 5.6.2. The Evaluation Panel shall apply the criteria detailed in Table A when assessing the Potential Providers Representative's quality of knowledge provided within the explanation from the Representative.
- 5.6.3. The mark for this element of the Compatibility Meeting will account for 30% of the overall 70% mark for Quality at Stage 3.

Knowledge Evaluation Scoring for Table A		
Mark	Classification	Definition
0	Not demonstrated	The response provided demonstrates no in-depth knowledge at all within the subject matter of the question. The response provided failed to demonstrate knowledge of the referenced Legal solution. A clear failure to provide information to support and demonstrate that the Potential Provider will be able to provide the Panel Services;
		The response provided is limited in evidence of knowledge or partially fails in some areas to demonstrate knowledge within the subject matter of the question

25	Partial demonstration	<p>; The response provided partial demonstration of knowledge of the referenced Legal solution.</p> <p>Minimal or partial information to support and demonstrate that the Potential Provider will be able to provide the Panel Services;</p>
50	Acceptable /Satisfactory demonstration	<p>The response provided demonstrates acceptable level or evidence of knowledge and provides satisfactory evidence of knowledge within the subject matter of the question</p> <p>The response provided satisfactory evidence of knowledge of the referenced Legal solution.</p> <p>Acceptable level of information provided to support and demonstrate that the Potential Provider will be able to provide the Panel Services;</p>
75	Good/substantial demonstration	<p>The response provided demonstrates a good level of knowledge and provides substantial evidence of knowledge within the subject matter of the question</p> <p>The response provided good evidence of knowledge of the referenced Legal solution.</p> <p>Substantial level of information provided to support and demonstrate that the Potential Provider will be able to provide the Panel Services;</p>
100	Outstanding/Full demonstration	<p>The response provided demonstrates an exceptional level of knowledge and provides outstanding evidence of knowledge within the subject matter of the question</p> <p>The response provided excellent evidence of knowledge of the referenced Legal solution.</p> <p>Outstanding level of information provided to support and demonstrate that the Potential Provider will be able to provide the Panel Services;</p>

5.6. Stage 3 Compatibility Meeting – Competency Evaluation (30%)

5.6.1. Based on the answers given at the Compatibility Meeting, the Evaluation Panel will individually assess the following competencies of the Potential Providers representatives

5.6.2. The Mark for this element of the Compatibility Meeting will account for 30% of the overall 70% Marks for Quality at Stage 3.

Competency Evaluation Criteria Table B	
COMPETENCY CRITERIA	DESCRIPTION
Communication	Ability to clearly convey complex information to a potential client. Clearly demonstrates varying approaches in communication with different types of people. Communication is clear, succinct, articulate and coherent
Decisiveness	Clear evidence of demonstrating quality decision making
Persuasiveness	Demonstrates the ability to propose difficult or challenging concept(s) to a client. Adeptly managed influencing client to a particular point of view. Competency to persuade a client to commit to a course of action
Collaborative and team focused	Highly able to function in a multi-party work environment
Highly organised	High degree of attention to detail Quickly and proficiently understand and absorb new information Highly analytical

5.6.3. Each of the above competency criteria will receive a score in accordance with the table below.

Competency Evaluation Scoring Table B		
Score	Definition	Interpretation

0	Not Demonstrated	No positive evidence of the competency
25	Minimal Demonstration	Limited positive evidence of the competency
50	Acceptable Demonstration	Adequate positive evidence of the competency
75	Good Demonstration	Substantial positive evidence of the competency
100	Outstanding Demonstration	Evidence provided wholly exceeds expectation at this level

5.7. Stage 3 Quality Evaluation Final Score

- 5.7.1. A consensus session will take place after each Compatibility Meeting to agree the final Stage 3 Marks. The Marks given for the 3 quality assessments will then be weighted as set out below to provide the total weighted Stage 3 Quality Evaluation final score ("Stage 3 Quality Score").

Section	Definition	Score	Weighting	Weighted Score
A	Complex Legal Solution Case Study		10	
B	Knowledge of Case Study		30	
C	Competencies		30	
Total weighted score				

5.8. Stage 3 Price Evaluation (30%)

- 5.8.1. At Stage 3 the Authority requires Potential Providers to improve on the prices submitted at Stage 2 Suitability to provide the "best and final offer" in respect of Panel Services to Panel Customers.
- 5.8.2. Stage 3 Pricing will be evaluated on the basis of a "Stage 3 Price Score" which will consist of Marks awarded for each table weighted as set out below.

Table A			
	Table	Sub Weighting	Maximum Marks Available
Price Weighted 30%	Table 1 – Rate per Hour "Table 1 Total Overall Hourly Price (OHP)"	10%	10
	Table 2 – Daily Rate "Table 2 Total Overall Daily Price (ODP)"	5%	5

	Table 3 – Rate per Month “Table 3 Total Overall Monthly Price (OMP)”	5%	5
	Table 4 – Free legal advice depending on Aggregated Spend - “Table 4 Percentage”	5%	5
	Table 5 – Aggregated Spend discount- “Table 5 Discount”	5%	5

5.8.3. Table 1 – Hourly Rate – Overall Hourly Rate (OHR)

5.8.3.1. At Stage 2, Potential Providers were required to provide a Hourly Rate for each of the specified Supplier personnel Grades across all the Panel Services. This Hourly Rate was then reduced by the average discount submitted in respect of Aggregated Spend in table 5 at Stage 2 Pricing Matrix (Attachment 4) to form a new Hourly for each specified supplier personnel grade.

5.8.3.2. At Stage 3, Potential Providers are required to provide their ‘best and final offer’ on the discounted Hourly Rates from Stage 2 for each Supplier personnel Grade across the Panel Services.

5.8.3.3. Potential Providers should note:

5.8.3.3.1. Only one Hourly Rate for each Grade of Supplier personnel is permitted. Variances in Hourly Rates between the different Panel Services and/or Mandatory or Optional Specialisms is not permitted; and

5.8.3.3.2. The Authority has fixed the rates for paralegal/trainee grade. These amounts will be the maximum permitted rates and will not be evaluated or weighted or weighted.

5.8.3.3.3. Potential Providers may not provide Hourly Rates higher than the discounted hourly rates which applied at the end of Stage 2.

5.8.3.4. The rates provided for each Grade of Supplier personnel will be weighted as set out below.

5.8.3.5. The Hourly Rate submitted will be multiplied by the appropriate weighting, found in Table 1 below, to calculate an “Overall Hourly Rate” (OHR) for each Supplier personnel Grade. As illustrated below:

Table 1 Total Rate per Hour Overall Hourly Price (OHR)			
Supplier Personnel	Price submitted	Weighting	OHR
Partner (including senior /managing)		30%	
Senior Solicitor / Senior Associate / Legal Director		30%	
Solicitor / Associate		20%	
Junior Solicitor		20%	
Total Overall Hourly Rate (OHR)			

5.8.3.6. The OHR calculated for each of the supplier personnel Grades will be added together to determine the “Table 1 Total Overall Hourly Rate (OHR)”.

5.8.3.7. The Potential Provider with the lowest “Table 1 Total OHR will be awarded the maximum mark available. For Table 1 the maximum mark available is 10 marks as detailed in the Table A above. The remaining Potential Providers will receive a percentage of the maximum mark available equal to their Total OHR, relative to the lowest Table1 OHR submitted using the equation found at paragraph 5.8.3.8 below.

5.8.3.8. The calculation used is as follows:

$$\begin{array}{rcl}
 \text{Table 1 Mark} & = & \frac{\text{Lowest "Table 1 Total Overall Hourly Rate (OHR)" tendered}}{\text{Potential Providers "Table 1 Total Overall Hourly Rate (OHR)" tendered}} \times 10 \\
 & & \text{Maximum Mark Available}
 \end{array}$$

5.8.4. Daily Rate – Overall Daily Rate (“ODR”)

5.8.4.1. At Stage 2 Potential Providers were required to provide a price for a Daily Rate for each Grade which would apply to a full day’s supply of the Supplier personnel.

5.8.4.2. At Stage 3 Potential Providers are required to provide the ‘best and final’ price for a Daily Rate for each Supplier personnel Grade which will apply to a full day’s supply of the Supplier personnel.

5.8.4.3. Potential Providers should note:

5.8.4.3.1. Only one Daily Rate for each Grade of Supplier personnel is permitted. Variances in Daily Rates between the different Panel Services and/or Mandatory or Optional Specialisms is not permitted;

5.8.4.3.2. The Authority has fixed the rates for paralegal/trainee grade. These amounts will be the maximum permitted rates and will not be evaluated.

5.8.4.3.3. The Daily Rate will apply where a minimum of eight (8) hours of work is provided on any one single day. Once eight (8) hours of work has been completed the Daily Rate will apply irrespective of how many further hours of work are completed on that day.

5.8.4.4. The Authority expects the Daily Rate to provide a level of discount against the discounted Hourly Rates submitted in Table 2 below.

5.8.4.5. Potential Providers may not provide Daily Rates which are higher than the Daily Rates which were submitted at Stage 2.

5.8.4.6. The Daily Rate provided for each Grade of Supplier personnel which will be weighted is as set out below.

5.8.4.7. The Daily Rate submitted will be multiplied by the appropriate weighting, found in Table 2, to calculate an "Overall Daily Rate" (ODR) for each Supplier personnel Grade. As illustrated below:

Table 2 Total Rate per Hour Overall Daily Rate (ODR)			
Supplier Personnel	Daily rate submitted	Weighting	ODR
Partner (including senior /managing)		30%	
Senior Solicitor / Senior Associate / Legal Director		30%	
Solicitor / Associate		20%	
Junior Solicitor		20%	
Total – Table 2 ODR			

5.8.4.8. The ODR calculated for each of the Supplier personnel Grades will be added together to determine the "Table 2 Overall Daily Rate (ODR)".

5.8.4.9. The Potential Provider with the lowest Table 2 ODR will be awarded the maximum mark available. For Table 2 the maximum mark available is 5 marks as detailed in the Table A above. The remaining Potential Providers will receive a percentage of the maximum mark available equal to their price, relative to the lowest ODR submitted using the equation found at paragraph 5.6.4.4 below

5.8.4.10. The calculation used is as follows:

$$\begin{array}{rcl}
 \text{Table 2 Mark} & = & \frac{\text{Lowest "Table 2 Total Overall Daily Price (ODR)" Tendered}}{\text{Potential Providers "Table 2 Overall Daily Price (ODR)" Tendered}} \times 5 \\
 & & \text{Maximum Mark Available}
 \end{array}$$

5.8.5. Monthly Rate – Overall Monthly Rate (“OMR”)

- 5.8.5.1. At Stage 2 Potential Providers were required to provide a price for a Monthly Rate for each Supplier personnel Grade which would apply to a full month’s supply of the Supplier personnel Grades.
- 5.8.5.2. At Stage 3 Potential Providers are required to provide their ‘best and final price for a Monthly Rate for each Grade which will apply to a full month’s supply of the Supplier personnel Grades.
- 5.8.5.3. Please note:
 - 5.8.5.3.1. Only one Monthly Rate for each Grade of personnel is permitted. Variances in Monthly Rate between the different Panel Services and/or Mandatory or Optional Specialisms is not permitted;
 - 5.8.5.3.2. The Authority has fixed the rates for paralegal/trainee grade. These amounts will be the maximum permitted rates and will not be evaluated.
 - 5.8.5.3.3. The Monthly Rate is to be calculated on the basis of twenty (20) days of work being carried out in any calendar month. The Monthly Rate will apply where twenty (20) or more days of work are carried out in any calendar month.
- 5.8.5.4. The Authority expects the Monthly Rate to provide a level of discount against the Daily Rates submitted in Table 2.
- 5.8.5.5. Potential Providers may not provide Monthly Rates which are higher than the Monthly Rates which were submitted at Stage 2.
- 5.8.5.6. The Monthly Rate provided for each grade of Supplier personnel which will be weighted is as set out below.
- 5.8.5.7. The Monthly Rate submitted will be multiplied by the appropriate weighting, found in Table 3, to calculate an “Overall Monthly Rate” (OMR) for each Supplier personnel Grade. As illustrated below:

Table 3- Total Overall Monthly Price (OMR)			
Supplier Personnel	Monthly rate submitted	Weighting	OMR
Partner (including senior /managing)		30%	
Senior Solicitor / Senior Associate / Legal Director		30%	
Solicitor / Associate		20%	
Junior Solicitor		20%	
Total – Table 3 OMP			

5.8.5.8. The OMR calculated for each of the Supplier personnel Grades will be added together to determine the “Table 3 Overall Monthly Rate (OMR)”.

5.8.5.9. The Potential Provider with the lowest “Table 3 OMR will be awarded the maximum mark available. For Table 3 the maximum mark available is 5 marks as detailed in the Table A above. The remaining Potential Providers will receive a percentage of the maximum mark available equal to their price, relative to the lowest OMR submitted using the equation found at paragraph 5.8.5.13 below

5.8.5.10. The calculation used is as follows:

$$\begin{array}{rcl}
 \text{Table 3 Mark} & = & \frac{\text{Lowest "Table 3 Overall Monthly Rate (OMR)" Tendered}}{\text{Potential Providers "Table 3 Overall Monthly Rate (OMR)" Tendered}} \times 5 \\
 & & \text{Maximum Mark Available}
 \end{array}$$

5.8.6. Table 4 – Free legal advice depending on Aggregated Spend percentages

5.8.6.1. Based on the level of Aggregated Spend under the Panel Agreement Suppliers will be required to offer free legal advice and training to the Authority. The Authority and Supplier Relationship Managers will determine which Panel Customers/Customers will be able to utilise the free advice and training.

5.8.6.2. At Stage 2 Potential Providers were required to provide a percentage for each of the 13 bands of Aggregated Spend in Table 4 of the Pricing Matrix (Attachment 4) to represent the level of free legal training/advice which would be offered to the Authority, The 13 bands of Aggregated Spend are listed below.

- 5.8.6.3. At Stage 3, Potential Providers are required to confirm the 'best and final' percentage for each of the 13 bands of Aggregated Spend.
- 5.8.6.4. Please note:
- 5.8.6.5. The percentages offered at Stage 3 cannot be any lower than those provided at Stage 2.
- 5.8.6.6. The Aggregated Spend is to be calculated across spend from all Panel Customers who Order Panel Services under the General Legal Services Panel;
- 5.8.6.7. Where a Supplier is appointed to any of the other Panels which will replace the RM919 Legal Service Framework, all spend across the panels will be used to calculate the Aggregated Spend
- 5.8.6.8. The percentages offered will be fixed to apply during the Initial Panel Period and where any extensions to the Panel Period are made the percentages will be negotiated but may not be reduced.
- 5.8.6.9. The Authority will keep a record of all accumulated free advice/training and advice from Aggregated Spend.
- 5.8.6.10. Any free training requested as a result of free advice due to Aggregated Spend shall not count towards the minimum 10 days free training Suppliers are required to provide to the Authority under the Mandatory Panel Services (or such number of free training days as offered by the Potential Provider at Stage 2).
- 5.8.6.11. Any free advice/training accumulated is intended to be used in respect of future orders for Panel Services rather than services already provided;
- 5.8.6.12. Whilst the intention is for free advice/training to be used within in each Panel Year, the Authority reserves the right to carry forward any accumulated free advice/training into the next Panel year.
- 5.8.6.13. Potential Providers are required to provide a percentage for each of the 13 bands of Aggregated Spend in Table 4 of the Pricing Matrix (Attachment 4), The 13 bands of Aggregated Spend are listed below:

Table 4 – Free legal Advice depending on Aggregated Spend “Table 4 Percentage”		
	Aggregated Spend	
1	<500,000	2.5
2	<£1m	
3	<£1.5m	
4	<£2m	
5	<£2.5m	1.5
6	<£3m	
7	<£4m	
8	<£5m	
9	<£6m	1.0
10	<£7m	
11	<£8m	
12	<£10m	
13	>£10m	

- 5.8.6.14. The minimum percentage which can be submitted must be equal to or greater than 0.5%.
- 5.8.6.15. The percentages for rows 1 to 4 will be added together to arrive at a total. The weighting of 2.5 will be applied to this total.
- 5.8.6.16. The percentage for rows 5 to 8 will be added together to arrive at a total. The weighting of 1.5 will be applied to this total.
- 5.8.6.17. The percentage for rows 9 to 13 will be added together to arrive at a total. The weighting of 1.0 will be applied to this total.
- 5.8.6.18. The weighted percentage for rows 1 to 4, 5 to 8 and 9 to 13 will be added together to calculate the “Table 4 Percentage”
- 5.8.6.19. The Potential Provider with the highest ‘Table 4 Percentage’ will be awarded the maximum mark available (5 marks). The remaining Potential Providers will receive a percentage of the maximum mark available equal to their Table 4 Percentage, relative to the highest “Table 4 Percentage” submitted.
- 5.8.6.20. The calculation used is as follows:

$$\frac{\text{Mark per Annual Income Fee}}{\text{Highest "Table 4 Percentage" Tendered}} \times 5 \text{ Maximum Mark Available}$$

5.8.7. Table 5 – Aggregated Spend discount

- 5.8.7.1. Based on Aggregated Spend the Authority requires Potential Providers to provide a percentage discount that will apply to their Hourly Rate submitted in Table 1 to reflect increased volumes of spend during the Initial Panel Period.
- 5.8.7.2. At Stage 2, Potential Providers provided a percentage discount that would apply to Hourly Rates to reflect increased spend during the Initial Period. The average percentage discount was then applied to the Hourly Rates Potential Providers provided at Stage 2 to provide the discounted Hourly Rates.
- 5.8.7.3. At Stage 3 Potential Providers are required to provide their 'best and final' percentage discounts against Aggregated Spend which would apply to the Hourly Rates set out in Table 1 above,
- 5.8.7.4. Please note:
 - 5.8.7.4.1. The Daily Rates in Table 2 and the Monthly Rates in Table 3 must not exceed the discounted Hourly Rates as detailed in paragraph 2.7.15 above.
 - 5.8.7.4.2. The average of the percentage discounts offered will be applied to the Potential Providers submitted Hourly Rates for each Supplier personal Grade at Table 1 above.
- 5.8.7.5. Where a Potential Provider is awarded a Panel Agreement, these discounted rates will then form the Panel Prices in the Panel Agreement schedule 3 (Charges) and will apply for the Initial Panel Period.
- 5.8.7.6. The Aggregated Spend is to be calculated across spend from all Panel Customers who Order Panel Services under the General Legal Services Panel;
- 5.8.7.7. Where a Supplier is appointed to any of the other Panels which will replace the RM919 Legal Service Framework, all net spend across the panels will be used to calculate the Aggregated Spend
- 5.8.7.8. The percentage discount offered at Stage 3 will be fixed to apply during the Initial Panel Period and where any extensions to the Panel Period are made the discounts may be negotiated but may not be reduced.
- 5.8.7.9. Potential Providers are required to provide a percentage discount for each of the 13 Aggregated Spend increments detailed below:

Table 5 – Aggregated Spend discount “Table 5 Discount”	
	Spend Increments
1	<500,000
2	<£1m
3	<£1.5m
4	<£2m
5	<£2.5m
6	<£3m
7	<£4m
8	<£5m
9	<£6m
10	<£7m
11	<£8m
12	<£10m
13	>£10m

5.8.7.10. The Authority will take the average of the discounts submitted in table 5 by adding up the 13 percentage discounts to arrive at a total. This total will be divided by 13. This is the figure that will be evaluated (“Table 5 Average Discount”)

5.8.7.11. The Potential Provider with the highest “Table 5 Average Discount” will be awarded the maximum mark available (5 marks). The remaining Potential Providers will receive a percentage of the maximum mark available equal to their “Table 5 Average Discount” price, relative to the highest “Table 5 Average Discount” submitted.

5.8.7.12. The calculation used is as follows:

$$\begin{array}{rcl}
 \text{Table 5 Mark} & = & \frac{\text{Potential Providers "Table 5 Average Discount" Tendered}}{\text{Highest "Table 5 Average Discount" Tendered}} \times 5 \\
 & & \text{Maximum Mark Available}
 \end{array}$$

5.8.7.13. The Stage 3 Pricing scores from each Table (1-5) will be added together to form the final Stage 3 Price Score.

5.9. Stage 3 Price Evaluation Methodology

- 5.9.1. The Price Evaluation Process as described in paragraph 5.8 will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.
- 5.9.2. The Price Evaluation process and resultant ranking of Potential Providers (along with the Marks awarded) will be independently checked and verified by individual(s) not previously involved in the Procurement process.
- 5.9.3. Rounding of calculations undertaken in the Stage 3 Price Evaluation process will be calculated to two decimal places using the standard Excel 2010 formula. The Authority will not apply any other rounding.

5.10. STAGE 3 FINAL SCORE

- 5.10.1. The Stage 3 Quality Score will be added to the Stage 3 Price Score to determine the final score for each Potential Provider ("Stage 3 Final Score"). Please see worked example below at Table (ii):

Table (ii)			
	Stage 3 Quality Score (Maximum Score 70)	Stage 3 Price Score (Maximum Score 30)	Stage 3 Final Score (Maximum Score 100)
POTENTIAL PROVIDER A	65.70	20.25	85.95
POTENTIAL PROVIDER B	50.25	30.00	80.25

6. FINAL DECISION TO AWARD

- 6.1. Following the evaluation of Potential Providers' Stage 3 Tender Submissions, for the purposes of determining the final decision to award all results will be ranked from highest Stage 3 Final Score downwards.
- 6.2. The Authority will inform Potential Providers ranked 1st to 12th of the intention to award a Tier 1 Panel Agreement via the e-Sourcing Suite.
- 6.3. Should a Potential Provider ranked 1st to 12th decline to accept a Tier 1 Panel Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 6.4. Where there are two or more Potential Providers who have tied scores and are placed in 12th position, the Potential Provider who obtained highest overall Quality mark at Stage 3 will be offered a place on Tier 1 and the other Potential Provider will be ranked in 13th place and awarded a place on Tier 2. Where both Potential Providers obtained the same overall mark for Quality at Stage 3, the Potential

Provider who obtained the highest mark for Quality in the Compatibility Meeting Competency evaluation will be offered a place on Tier 1 The other Potential Provider will be offer then offered a place on Tier 2.

- 6.5. The Authority will inform Potential Providers ranked in places 13th to 18th of the intention to award a Tier 2 Panel Agreement via the e-Sourcing Suite.
- 6.6. Should a Tier 2 Potential Provider decline to accept a Tier 2 Panel Agreement, then it will be offered to the next ranked Potential Provider, until it has been accepted.
- 6.7. Where two or more Potential Providers who have tied scores and are placed in 18th position, the same criteria as set out in paragraph [10.3.1] will be applied as a tie breaker to determine which Potential Provider will be offered a place on Tier 2 and the other Potential Provider will be ranked 25th
- 6.8. Unsuccessful Potential Providers will be notified accordingly.
- 6.9. In the event that following evaluation of Stage 3 there are less than 18 Potential Providers remaining as a result of Tender Submissions having been excluded, the Authority will appoint 12 Potential Providers to Tier 1 and the remaining Panel Providers to Tier 2. If there are 12 or less than 12 Potential Providers successful at Stage 3 then these Potential Providers will form Tier 1 of the Panel Agreement and there will be no Tier 2.
- 6.10. The Authority reserves the right to decide not to appoint any Potential Providers at all if it is not satisfied by the overall quality of Tender Submissions,
- 6.11. This procurement is being run under the Light Touch Regime, however the Authority has chosen to observe a Standstill Period. Following a Standstill Period of 10 calendar days and subject to there being no substantive challenge to that intention, a Panel Agreement will be formally awarded, subject to contract, to the successful Potential Providers.
- 6.12. The term Standstill Period is set out in Regulation 87 (2) of the Regulations and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Panel Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude a Panel Agreement with the successful Suppliers. It allows unsuccessful Potential Providers the opportunity to raise any questions with the Authority that relate to the decision to award before the Panel Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 6.13. The conclusion of a Panel Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of required 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification

ANNEX 1 –

1. Stage 3 Compatibility Meetings

- 1.1. Any queries in relation to the Stage 3 Compatibility Meetings must be raised by Potential Providers during the clarification period in Stage 1 and Stage 2.
- 1.2. An invitation will be issued to Potential Providers who have been invited to take part in Stage 3 confirming the date, time and location of the Compatibility Meetings.
- 1.3. The Authority will confirm the exact date, time and location of a Potential Provider's Stage 3 Compatibility Meeting, when the Authority issues the invitations to Stage 3 on the indicative date detailed in paragraph 6 of the Invitation (Attachment 1).
- 1.4. The Authority reserves the right to deem late attendees non-compliant and the Potential Provider may be excluded from further participation in this Procurement.
- 1.5. The Evaluation Panel at Stage 3 will consist of senior civil servants from across Central Government. The Evaluation Panel will consist of as a minimum a Chair, a commercial expert, and a representative from the Authority.
- 1.6. The Evaluation Panel will ask questions in accordance with the evaluation criteria, guidance and scoring set out in the Stage 3 Guidance. The Compatibility Meeting represents the 60% of the total 70% quality mark achievable by the Potential Provider within the Stage 3 evaluation.
- 1.7. The Evaluation Panel needs assurance that as an organisation the Potential Provider has a thorough understanding of their Case Study B2 and their organisation's ability to deliver the Panel Services to Panel Customers,
- 1.8. The Evaluation Panel also need to be assured that the Panel Customers will be able to work with the Potential Provider in the future and have a successful working relationship.
- 1.9. Potential Providers must adhere to the following instructions when participating in a Stage 3 Compatibility Meeting:
- 1.10. The Potential Provider shall ensure that their representatives at the Stage 3 Compatibility Meetings are from a range of grades and are able to answer detailed questions about Case Study B2. The Potential Provider shall be wholly responsible for its choice in Representatives in relation to the requirement within 5.3.8.1; Potential Provider should note, that the Compatibility Meeting is not an opportunity to market their organisations or attempt to overtly influence the Evaluation Panel in any such way. Potential Providers will not benefit from relying on personnel who may have been involved in writing the case study but were not involved or other representatives who have little understanding regarding the delivery of the complex customer project described in Case Study B2.
- 1.11. The Potential Provider shall present a maximum of six (6) representatives who can answer specific questions in relation to Case Study B2 at the Compatibility Meeting.
- 1.12. Save for section 5.1.3 it is mandatory that Stage 3 Compatibility Meetings are conducted verbally; therefore presentation materials or handouts are not permitted.
- 1.13. Stage 3 Compatibility Meetings will last 90 minutes, broken down as per the table below. The Authority will notify Potential Providers when each time limit expires so that timings are adhered to and not exceeded.

Commencement of Stage 3 Compatibility Meeting	
Introduction, Representatives, Case Study and general context (Organisation)	10 minutes
Stage 3 Evaluation on written submission in the Case Study and the Representatives knowledge and competencies in line with the competencies detailed in Annex 1	80 minutes

- 1.14. Potential Providers may seek clarification regarding any question asked, but otherwise there will be no opportunity for Potential Providers to ask questions during the Compatibility Meetings.
- 1.15. The evaluation of your Stage 3 Compatibility Meetings will be conducted and consensus checked in accordance with the Consensus Marking Procedure and the Marking Procedure for Stage 3 Compatibility Meetings, as set out in Annex 1.
- 1.16. When the Consensus Marking Procedure and the Marking Procedure for Stage 3 Compatibility Meetings have been completed, this will determine the mark awarded for Stage 3 Compatibility Meeting.
- 1.17. No feedback will be provided on the day.