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| **Number** | **Description** |
| STA0166 | Trialling Framework |

**ITQ Clarifications - Questions and Responses**

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| **Version** | **Date** | **Notes** |
| 1 | 31/01/2018 |  |
| 2 | 28/02/2018 |  |
| 3 | 06/03/2018 |  |
| 4 | 13/03/2018 |  |
| 5 | 19/03/2018 |  |

| **Enquiry ID** | **Doc** **Reference** | **Tenderer Question** | **STA Response** |
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| 1 | STA0166 | Approximately what size is the coder register? | Approximately 3000 individuals. This pool includes people with expertise in marking/coding as lead, deputy lead and standard coders, across all subjects and both key stage 1 and key stage 2. All Suppliers receive the same coder register to support recruitment activity. |
| 2 | STA0166 | What searches are carried out when completing the script archive? | The Contractor must hand over an electronic archive of test scripts, teacher and administrator questionnaires to DfE (scanned whole script and questionnaire images) as specified in each call-off. Test scripts and questionnaires in the archive must be identifiable / searchable by school and pupil ID number. |
| 3 | STA0166 | What timeframe is delegated to recruit schools for sample and trialling? | Approximately 3 months. Typically, STA would hand over the school sample in January for a supplier to begin the recruitment process. The first trials generally take place in April. |
| 4 | STA0166 | What timeframe is delegated to run the trials? | Two weeks for each trial. The administration window is set by STA. These would be fixed, non-negotiable dates to ensure they support the wider national curriculum assessment projects. |
| 5 | STA0166 | How easy for a capable but new contractor to meet the requirements of a call off, are some trials easier to manage than others? | An IVT can be easier to manage than a TPT or sampling as it is a smaller trial with a less complex design. It is our preference that an IVT has paper-based coding and therefore this can also make it easier to manage in some respects as the requirements for onscreen coding are not necessary. |
| 6 | STA0166 | Is it the responsibility of the supplier or STA to provide a helpline service? | The supplier provides the helpline service (see section H1 – Helpline) |
| 7 | STA0166 | Where can we find information on the previous framework and the previous call offs? | The two links below provide access to information on two previous call offs, including the ITTs issued at the time.  <https://www.contractsfinder.service.gov.uk/Notice/fa26d373-f35d-4473-8e33-c3c58fc535d6?p=@NT08=UFQxUlRRPT0=NjJ>  <https://www.contractsfinder.service.gov.uk/Notice/2e02ade6-ece0-433e-aadd-7d4a2d6f402d?p=@NT08=UFQxUlRRPT0=NjJ>  The previous framework is published at the following link:  <https://data.gov.uk/data/contracts-finder-archive/contract/1725550/> |
| 8 | STA0166 | Will there be information on what is expected from suppliers in terms of project management in the ITT? | See page 20 - Section 2: General core services – G1 Project Management. |
| 9 | STA0166 | Is there any noticeable difference between this framework and the previous trialling framework? | There have been minor changes since the previous framework, but the core requirements remain the same. |
| 10 | STA0166 | Will IVT’s be joined up as one trial as per the most recent trial in the previous framework? | This is subject to business requirements, but one call off per key stage is the usual requirement. |
| 11 | STA0166 | Will MTC’s be part of the new framework? | Yes, MTCs will be part of this framework. |
| 12 | STA0166 | How would you respond to a tender that meets a large proportion of requirements, but is clear that in time, all requirements would be met? | Every tender will be evaluated based on the evidence provided in the bid. The information required for each section and the scores attaching are set out in document 4 attachment 2. A minimum score threshold of 50 per cent will be applied for the technical evaluation. Tenders that do not meet or exceed this threshold will proceed no further in the process. |
| 13 | STA0166 | Will there be any financial questions in the ITT? | Yes – this can be found in the pricing matrix document. |
| 14 | STA0166 | Does every supplier sign the same model framework contract? | Yes |
| 15 | STA0166 | Is the financial matrix that is submitted scored in terms of getting on the framework? | Yes – this is weighted as 30% of the overall score. A copy of the financial matrix can be found below: |
| 16 | STA0166 | Does the price submitted in the framework affect the prices suppliers can submit in the call off? | Each call off bid will be evaluated separately. Prices submitted in the framework bid can be used as a benchmark against future call off bids. |
| 17 | STA0166 | How much feedback is provided after each call off bid and can competitor prices be viewed? | Written feedback or verbal feedback is offered following each call off. All contract information is made publicly available on contracts finder once the contract has been signed. |
| 18 | STA0166 | Q1 of the Technical Proposal asks that we use a TPT in our response. Is it STA’s intention that we choose either a paper-based or on-screen delivery for our response, or do you want us to describe how we would manage both options? | It is the preference that the main coding element for KS1 TPT is a paper based coding solution and KS2 TPT is an on screen solution. The Supplier can choose either KS1 or KS2 TPT (onscreen) to demonstrate their technical proposal. |
| 19 | STA0166 | Where can we find the “four example tests” referred to in the Evaluation Process and Criteria document relating to commercial evaluation? | The four example tests are not applicable. Please see the pricing matrix attached below to complete the commercial evaluation. |
| 20 | STA0166 | What are the names of the organisations in attendance at the supplier briefing day? | Alphaplus Consultancy  Civica UK Ltd KPMG  SQA  NFER  Pearson Education |
| 21 | STA0166 | Where can we find a copy of the supplier briefing day presentation? | A copy of the presentation can be found at the link below:  <https://www.contractsfinder.service.gov.uk/Notice/62188e78-a45c-4fd2-956e-5d0b8e943c54> |
| 22 | Introduction | Please confirm that on-screen marking can be used for all trialling and sampling delivery. | On-screen coding is only required for KS2 TPTs and sampling.  KS1 TPT must be delivered using paper-based coding, although on-screen coding can be used to aid the pre-coding activities.  It is usually our preference that IVTs are also delivered using paper-based coding, however this will be specified in each call-off. |
| 23 | Introduction | Please provide further details about how you would like an on-screen marking system to capture coding. | See M1.18 to M1.47, in particular M1.46. |
| 24 | M1.10 | Please confirm or otherwise that the marks saved from the standardisation scripts are the ‘agreed’ marks from the LM and DLM that will be used for the training scripts and that these will be the final ‘true’ mark for that item or script. | It is expected that the codes or marks agreed by the lead coder and deputy lead coder are the final ‘true’ code or mark for that response. However, on occasion an error can be spotted after pre-coding or during coding and in these cases we would expect that the error be corrected in the final data for that response. |
| 25 | M1.19 | Please confirm or otherwise that you expect an on-screen marking system to be able to mark, code and collect data at any one of the Item – Item Group – Component – Test Script level?  Please provide the reason for this requirement – in order to enable the most appropriate solution to be proposed or provide a basis for further discussion about feasibility. | We expect that coding should be able to be done at item, item group, component or test script level. This is because different approaches may be more appropriate in different contexts. Currently, most of our on-screen coding is required to be at item level with allocations taking place at item group level. |
| 26 | M1.21 | Does STA have a view on the most appropriate quality control mechanism? Such as the level of discreteness that marking comparisons should be made at and the tolerances to be applied? An understanding of the best outcome for STA in this respect would be helpful. | Each call-off will specify the required quality control mechanism, including the level of discreteness and tolerance we expect to be applied. Typically, comparisons are made at item level. |
| 27 | M1.23 | Please provide further details about how STA would prefer the totalling of coding errors to be presented. Can further information be provided about the criteria for establishing errors and how tolerances for a code (as opposed to a mark) are formatted?  Please clarify whether or not the tolerances for QA items will be changed during the marking process. There is some concern that if this were to be allowed, it would impact upon marking consistency and comparability. | In terms of coding (as opposed to marking) an error is counted as a difference between the given code(s) and the agreed code(s) for that particular response.  For standardisation at item level, the number of errors is counted across the set of responses for the particular item and compared to an agreed tolerance.  We do not expect to change the tolerances for the QA items during the coding or marking process. |
| 28 | M1.25 | Please provide further clarity about the meaning of ‘all item level data and overall outcomes of Standardisation and Ongoing Quality Assurance’. An understanding of the outcome that STA would like to see would be helpful and to understand the business rules that it would anticipate being used in this part of the system. | STA expect to be provided with the agreed codes for each of the standardisation and quality assurance responses and the codes given by each coder for each of the standardisation and quality assurance responses.  During coding we expect to this to be provided in the format of reports that will enable STA (and lead and deputy lead coders) to clearly see the performance of each coder/marker in order to support decision making.  Subsequent to coding, STA expect to be able to use this information to review and analyse the quality of coding/marking and materials. |
| 29 | M1.32 – M1.40 | Can STA confirm that discussion will be allowed on the possible approaches to managing the dispatch and receipt of tests and how much school and pupil detail might be added to the tests prior to dispatch? Ie, would overprinting with school and pupil data be considered in order to make the subsequent process of scripts smoother and more reliable? | The Supplier bid should detail the proposed solution for managing the dispatch and receipt of tests.  The front covers of the test booklets are standardised for each Key Stage.  Overprinting to include the standardised information will be considered.  Barcodes and references to sample numbers/codes can be included on the covers to aid the process. Discussion with STA to agree these requirements will be required. |
| 30 | M1.41 | Does STA have a view on the implementation of on-screen marking in areas of the country where broadband access may still be limited? | Any personnel recruited to complete any on-screen marking should provide an assurance to the Supplier that they have access to a suitable broadband connectivity before committing to participate. |
| 31 | M1.44 | It would help considerably in preparing a response if STA could provide its thinking and reasons for proposing double-marking as a quality control method. The approach produces a number of points where decisions are required about system behaviour which should be clear at the outset.  Can STA provide the reason for wanting to store all variants of marks? This increases system complexity considerably – if they are required to be viewed at any point in the process. There are also risks associated with the incorrect outcome being promulgated. | Double marking/coding reduces the chance of human error when keying in the data, and provides the opportunity to identify errors that may have been missed in the coding process. Double marking/coding can improve the quality of the data captured and can be helpful in mark scheme development to understand items where markers may struggle to consistently apply the mark scheme.  STA would want to be provided with all variants of marks to be able to review and analyse the double marking process. |
| 32 | M1.46 | Please provide further detail about the requirement under Point 5. Are separate codes, marks, criteria to be collected against one item? How would these be used and totalled?  Please provide the reasons for the requirement under Point 8. There are some pros and cons to this approach and understanding the preferred outcome that STA would like is important to scoping this aspect. More detail of the perceived risks both to mark integrity and to progress of marking and coding can be provided.  Please provide the reasons for the requirement under Point 20. It is not clear why a definitive mark should be changed during the marking process. The mark also ceases to be definitive if that were allowed.  Please provide the reasons for the requirement under Point 21. allow for Markers / Coders to be set up in line with the proposed Marker / Codes Hierarchy, the Supplier must ensure the solution does not limit the extent of the Marker / Coder Hierarchy, DfE anticipates the solution may need to accommodate up to five tiers of Marker / Coder Rank;  Please provide further clarification for the requirement under Point 22. It is not clear what access is being sought, the actions that might be taken as a result and the reasons for it.  Please provide the reasons for the requirements under Points 30 and 31. Risk will be introduced if markers can change marks and codes previously submitted and the ability of the system to reach and end-point is constrained. Progress reporting also can become meaningless. | Point 5 – Test items can have single or multiple coding boxes and therefore a number of codes can be entered and will need to be collected for that item. Coding frames will clearly indicate to coders how to use the coding frames. Data specifications will set out how we expect to receive the data: each coding box will be a separate variable within the dataset.  Point 8 - The marker/ coders are employed to mark/code the scripts. Human errors are expected and this functionality allows markers/coders to go back and review their marking/coding and also for these errors to be picked up and amended before final submission.It is also important the senior and deputy coders have the opportunity to override a response if required.  Point 20 – In some instances, once coding/marking begins it is recognised that the agreed code/mark for a response has an error. In these cases we require the option to be able to amend the code/mark. Any such changes would need to be discussed and agreed with STA and documented.  Point 21 – We don’t want this to be limited as the coding models change from call off to call off. This solution can accommodate any team structure  Point 22 – To aid decision making, it is required that STA staff have the same level of access as a lead coder.  Point 30 – This requirement is to enable coders/markers to refer mark to previous batches for reference to aid their coding.  Point 31 – see response to point 8 above. It is anticipated that this would be a short review period that would not unduly affect completion. |
| 33 | M1.47 | Can STA clarify whether or not the communication system has to be an integral part of the on-screen marking system. Would other, proprietary systems, running in parallel with the marking system be considered appropriate? | Yes, it would be preferable for the communications system to be integral as this is the most efficient way of working. Coders would not need to swap between systems which could slow down the coding process and query and QA response time.  STA would consider other proposals if the Supplier could clearly demonstrate they would be as efficient as an all in one system. |
| 34 |  | When compiling our costs for the IVT on the pricing spreadsheet, should we assume there is a separate pre-coding event? | Yes |
| 35 | Pricing Matrix | The pricing matrix gives a set of assumptions to base costs on. However, these do not specify any detail around expectations for quite a lot of the details that affect costs. Is there more detail on expectations for costing, such as rates of pay for coders, the length of the coding window, the number of pre-coding meetings and days for coding. For the IVT is there an assumption that STA would develop the coding materials? For TAs, we are assuming that training needs to be included in this framework costing – even if we have TAs ready who have been trained in the last year? | The coding window for TPT is two weeks and for IVT is one week.  There are two pre-coding meetings  For IVT, assume for the purpose of bidding that coding materials would be developed by the senior and deputy coders at the pre-coding meeting. This detail may change for an individual call off.  We would like TA training costs to be included in the framework costing. |
| 36 |  | We had some difficulty submitting a proposal to you recently due to file size. Is it possible to clarify file size limits for your system to receive at all? | Any email up to 20mb can be received by our system. Any email between 20mb – 25mb would be delivered overnight. Any email larger than 25mb will not be delivered. |
| 38 |  | Please can you confirm that all STA policies that the Supplier is required to comply with are specified in the body of the Trialling and Sampling Framework Agreement and please confirm when copies of each of the relevant policies will be made available to bidders? | All current policies are specified in the Trialling and Sampling Framework Agreement. Any further policies will be published in specific ITQ’s. |
| 39 |  | Trialling and Sampling Framework Agreement – reference to the definition “Data Protection Legislation” – this definition makes reference to “LED”. Can STA please clarify what this means? | LED refers to the Law Enforcement Directive, the definition was missed from the Draft Terms and Conditions but will be added. |
| 40 |  | Trialling and Sampling Framework Agreement – reference to the definition “Supplier Personnel” – this definition does not appear to be used elsewhere and we would, therefore, assume that it can be deleted? | This will either be removed entirely or replaced with ‘Supplier Staff’ as per other clarifications raised. |
| 41 |  | Trialling and Sampling Framework Agreement – Clause 10.1 (Department’s Obligations); reference to “for work completed to the satisfaction of the Department” – because a “satisfaction” test could be subjectively applied, would STA be agreeable to expressly linking its payment obligations to the “acceptance” terms set out in Clause 34 (Acceptance Testing) of the framework agreement as we assume that is what is intended? | Yes this is the intention. Acceptance criteria for individual call-offs may aso be stipulated at the ITQ stage of each call-off process to add further clarity to the acceptance process for that call-off. |
| 42 |  | Trialling and Sampling Framework Agreement – Clause 16.13 (Suppliers Employees and Sub-Contractors); reference to “the Property whilst in its possession in accordance with the Department’s reasonable security requirements as required from time to time” – Should this clause refer to the “Departmental Security Policy”? | Yes, this reference can be added. |
| 43 |  | Trialling and Sampling Framework Agreement – Clause 20.1 (Step in rights); reference to “DFE” and “Contractor” – we believe the use of these terms should be modified to make them consistent with the main terminology used in the framework agreement, i.e. “the Department” and “the Supplier”. | Yes, this shall be amended for the final draft of the Terms and Conditions. |
| 44 |  | Trialling and Sampling Framework Agreement – Clause 20.5.2 (Step in rights); reference to “Service Credits” – the principle of “Service Credits” does not appear to be a feature within the framework agreement. Can STA clarify its position on whether “Service Credits” is, or is not, a feature of the framework agreement. | Service credits do not apply at the Framework level. It is however possible that an individual call-off might include an element of this contractual feature. Where this is the case it shall be made clear at ITQ stage. |
| 45 |  | Trialling and Sampling Framework Agreement – Clause 21 (Escrow); reference to “the Source Code for all the Departmental Software” – the definition of “Departmental Software” appears to comprise software owned or developed by STA. Typically, escrow requirements seek to target the supplier’s proprietary software used in the performance of the services as that which may be lodged in escrow. Can STA please clarify this contract term and its requirement. | Departmental Software also includes software developed and/or modified under a call-off contract. However this clause appears to have been worded incorrectly and should not refer solely to ‘Departmental Software’. The aim of any Escrow arrangement would be to safeguard software (most likely Supplier Software) in the traditional sense. The wording of this clause shall be amended to fit the more usual application. Any Escrow requirement will be stipulated at the ITQ stage for a call-off. |
| 46 |  | Trialling and Sampling Framework Agreement – Clause 22 (Intellectual Property Rights) – in respect of, where a supplier engages a subcontractor to furnish it with a proprietary software product to provide the on-screen marking / coding requirement of a technical pre-test trialling project. Can STA confirm that it is agreeable to being provided a licence to use the proprietary software product for the duration of the call-off contract, whilst the intellectual property rights in the software product, and any modifications made to the software product by the subcontractor at any time during the period of the framework agreement, remains vested in the subcontractor organisation. For clarity, any data furnished by STA will remain owned by STA and the intellectual property rights of any project specific documentation deliverables / outputs will vest in STA. | This proposed change is acceptable to the STA. Any specific IP/IPR related requirements shall be made clear at ITQ stage for a call-off. |
| 47 |  | Trialling and Sampling Framework Agreement – Clause 23.2.2 (Warranty and Indemnity); reference to “assess the cost of remedying the failure (the “Assessed Cost”) and to deduct from any sums due to the Supplier the Assessed Cost for the period that such failure continues” – we believe that this principle is duplication of the step-in provisions in Clause 20 (Step in rights). Can STA please clarify if Clause 23.2.2 is, in fact, necessary. | Clause 23.2.2 remains necessary and would likely be invoked in situations not involving the use of the Department’s step-in rights. |
| 48 |  | Trialling and Sampling Framework Agreement – Clause 30 (Data Protection Legislation); reference to “Contractor” and “Customer” – we believe the use of these terms should be modified to make them consistent with the main terminology used in the framework agreement, i.e. “the Department” and “the Supplier”. | The wording shall be amended as suggested. |
| 49 |  | Trialling and Sampling Framework Agreement – Clause 48 (TUPE); reference to “Contractor”, “DFE” and “Staff” – we believe the use of these terms should be modified to make them consistent with the main terminology used in the framework agreement, i.e. “the Department”, “the Supplier” and “Personnel”. | The wording shall be amended as suggested. |
| 50 |  | Could you clarify the distinction between:   * the pricing template for completion on page 85 of the ITT, under 'Form H - Pricing', and * the pricing worksheet provided as an attachment on the Trialling Framework website page, and also as part of the answer to clarification questions 15 and 19?   Could you also clarify which one we should complete as part of the response to the ITT?  Also, in the Pricing Worksheet, under instructions on the Cover Sheet, it states: "(B) Indicative volumes for various trials are provided in sheet (1). The core volumetric assumptions should be used in completing sheet 2 and 3". There does not appear to be a sheet '3'.  Could you clarify if we should be using the 'Pricing Worksheet' assumptions to complete the 'Form H - Pricing' template? If so, the Pricing Worksheet assumptions include an IVT for Mathematics and a TPT for ER. Can you clarify how we would complete the GPS tab on the 'Form H - Pricing' template? | Form H on page 85 of the ITT was included in error; this has now been removed from the ITT.  The pricing worksheet included as an attachment on the trialling link [here](https://www.contractsfinder.service.gov.uk/Notice/62188e78-a45c-4fd2-956e-5d0b8e943c54) should be completed as part of the response to the ITT.  Reference to completing page 3 of the pricing worksheet is an error and only sheet 2 requires completion. |
| 51 |  | When compiling our costs for the IVT on the pricing spreadsheet, should we assume there is a separate pre-coding event? | Please also see response to Q35  For IVT, assume for the purpose of bidding that there will be pre coding events.  This detail may change for an individual call off. |
| 52 |  | With reference to Document 3, paragraph 1.3, the two web addresses for KS1 and KS2 both lead to a 'Page Not Found' - see image below. Could you clarify if the web addresses have changed? | KS1 - <https://www.gov.uk/government/collections/national-curriculum-assessments-key-stage-1-tests>  KS2 - <https://www.gov.uk/government/collections/national-curriculum-assessments-key-stage-2-tests> |
| 53 |  | Question 2 – Resource management asks for abridged CVs. Is it acceptable to embed this as an additional document, in addition to the word-count. It’s proving difficult to include key roles in the current word-count. | Yes |
| 54 |  | Can you please advise whether you expect supply under this framework to be on a VAT exempt basis (i.e. covered by the exemption for Examination Services as defined in VAT Notice 701/30)? | Test Development is VAT exempt, so any services under this framework is VAT exempt. If a supplier charges VAT it will be recoverable. |
| 55 |  | With regard to 'Q10 - Transition and Exit', can you clarify whether the 'Exit and Transition Template' embedded needs to be completed and returned with the response to the ITT? It appears to replicate the (2500 word) response to the evaluation question itself. | Yes, as this will demonstrate how the Supplier has considered transition and exit. |
| 56 |  | Pre-coding days – You have said that two pre-coding meetings would be needed, but can you clarify how many days we should assume for each meeting and whether any additional ‘working at home’ days might be required please. | Assume for the purpose of bidding only that there will be two pre coding events. Each event, for each subject should be two days long. |
| 57 |  | STA often sets and/or has contractual control over fees for coders. It would be helpful to know what fees to use as the basis for costing in order to get some consistency across the different suppliers. The fees below are those that were used in the latest call-off. Can we use these for costing purposes? | For the costing purposes of this bid – please use the fees listed below. These are the coding fees for 2018.  This detail may change for an individual call off and would be clarified in the detail of the ITQ. |

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| **Coding fees 2018** |  |  |  |
| Please note that these are the expected fees that will be paid therefore they should be used for costings. There is, however, the possibility that fees may need to be adjusted following test construction, or for instance if particular items or booklets prove to be unusually difficult to code. Any changes must be agreed by STA prior to coding. | | | |
| **KS1 and KS2 TPT** |  |  |  |
| **Script selection and training materials responsibility fee\*** | **Lead coder** | **Deputy lead coder** | **Coder** |
| Reading | £260 | £260 | NA |
| GPS | £260 | £260 | NA |
| Maths | £260 | £260 | NA |
| **Marking Responsibility fee\*** |  |  |  |
| Reading | £330 | £165 | NA |
| GPS | £330 | £165 | NA |
| Maths | £330 | £165 | NA |
| **Report writing fee** |  |  |  |
| Reading | £315 | £315 | NA |
| GPS | £105 | £105 | NA |
| Maths | £105 | £105 | NA |
| \*Payment of responsibility fees to supervisors is contingent on the satisfactory completion of their duties. Although it will ultimately be the supplier’s decision to pay/withhold any fees, STA will provide a report on each supervisor to the supplier to assist in evaluating supervisor performance. | | | |
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| **KS1 TPT** |  |  |  |
| **Attendance fee** | **Lead coder** | **Deputy lead coder** | **Coder** |
| Daily attendance fee (full day/half day) | £260/£130 | £190/£85 | £150/£75 |
|  |  |  |  |
| **KS1 and KS2 IVT** |  |  |  |
| **Attendance fee** | **Coder** |  |  |
| Daily attendance fee (full day/half day) | £220/£110 |  |  |
|  |  |  |  |
| **KS2 TPT** |  |  |  |
| **Coding fee per item (£)** | **Easy** | **Medium** | **Hard\*** |
| Maths arithmetic | 0.03 | 0.05 | 0.10 |
| Maths reasoning | 0.03 | 0.05 | 0.10 |
| Reading | 0.02 | 0.07 | 0.15/0.30 |
| GPS | 0.02 | 0.05 | 0.10 |
| \* 3 mark items in reading given higher rate |  |  |  |