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| torbaycouncil |
| **Volume Three (3) - Specification** |
| **Contract Reference** |
| **T23614CS** |
| **Contract Title** |
| **Two to Five Childcare** |

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| **Contents** |

[1 Expected Service Delivery 3](#_Toc391894517)

[2 Specific Requirements 3](#_Toc391894518)

[3 Partnership Working Arrangements 8](#_Toc391894519)

[4 Operational Requirements 10](#_Toc391894520)

[5 Mandatory Requirements 17](#_Toc391894521)

This Volume Three (3) Specification and its appendices set out the Authority’s requirements for the provision of a childcare provider located at Zig Zags Children’s Centre, 32 Market Street, Torquay, TQ1 3AQ.

This Specification is concerned with the provision of Services for children aged two to five (2 to 5) years and their families. It should, however, be noted that the Authority encourages the Contractor to extend this age limit and to provide other services from the Day Care Centre/Nurseries over the life of the Contract. The Authority also encourages the Contractor to use the buildings available in a way that enables them to become centres for the whole community.

To the extent that this Specification contains obligations, requirements or processes which are also dealt with in the proposed form of contract for the Services, in the event of any apparent conflict or inconsistency between the two, the proposed form of contract should be deemed to take precedence. To the extent that this creates any uncertainty for Tenderers, they should raise a clarification question which identifies the apparent difficulty / uncertainty.

1. Expected Service Delivery
   1. **Childcare Provision at Zig Zags Children’s Centre, Market Street, Torquay**
      1. This Contract is for the opportunity to deliver childcare services provision at the Zig Zags Children’s Centre, 32 Market Street, Torquay, TQ1 3AQ.
      2. The space available for the delivery of a childcare service consists of: main room (72.8m2), kitchen area (12.95m2), boiler room/utility space (4.76m2), toilet block (3 x children’s + 1 x adult) (14.2m2), reception area (11.26m2), outdoor decked area (44.55m2), leading to lawned outdoor area (194m2).
      3. The childcare space has a shared entrance with the Children’s Centre and is situated on the second (2nd) floor of the shared building. There are stairs to reach the childcare space as well as a lift that can be accessed through the Children’s Centre Play Cafe area.
      4. The childcare space can be used for the delivery of childcare for children aged two (2) years and above.
      5. As a minimum the childcare space will be open from nine (9:00) am to three thirty (3:30) pm for five (5) days per week (Monday - Friday) during term times. However, our preference is for a provision that is open on a full day care, all year round basis (for example, from eight (8.00) am to six (6.00) pm for fifty (50) weeks per annum) and submissions that offer this will score higher in this section of the tender.
      6. The successful applicant will be expected to work with the co-located Children’s Centre to ensure the delivery of the best services for children and their families.
2. Specific Requirements

The Applicant must be able to demonstrate that they meet these requirements. Equally the Contractor must meet these requirements during the Service provision if awarded the Contract.

* 1. **Service Requirements of the Contract**
     1. This Volume Three (3) Specification focuses on the outcomes the Authority would like the Contract to achieve. The detailed information given, examples of performance indicators and risks highlighted in this document should not be seen as comprehensive lists, but as minimum requirements necessary to achieve the desired outcomes. The details should also help to clarify and avoid misunderstandings in what is expected of the Contractor.
     2. The Contractor must deliver safe, good quality childcare for children from the age of two (2) until they are five (5) years old, for a minimum of six and a half (6.5) hours per day, five (5) days per week, thirty-eight (38) weeks per year helping the children achieve their full potential and giving them the best start in life. Our preference, however, is for a childcare provision that delivers more than these minimum levels.
     3. The Contractor must deliver new early years spaces. The Contractor will not be able to use this space to replace early years spaces that are being delivered in alternative venues in Torbay.
     4. The Contractor must have a minimum of five (5) years’ experience of running a childcare centre/Nursery.
     5. The Contractor must be able to advise the name and relevant childcare qualification of the manager/owner or supervisor (minimum Level 3) in your organisation who has a minimum of five (5) years’ experience working in an Early Years setting and two (2) years’ supervisory experience, plus provide proof of their qualification.
     6. This childcare establishment must be registered under the Children Act 1989 or Childcare Act 2006 with the Office for Standards in Education (Ofsted).
     7. The Contractor must be able to advise who the Ofsted ‘registered person’ in your organisation is, which is the person with the ultimate responsibility.
     8. The Contractor must notify the Authority of any changes to the registered body and any changes in management or the registered person.
     9. Childcare places must be open to all, with places prioritised and allocated in line with a fair and inclusive Admissions Policy.
     10. The Contractor will be required to provide flexibility of delivery to meet parents’ demand (for example by offering a mix of full-time and part-time places).
     11. Applicants must have and be able to demonstrate that the following policies and procedures are in place and followed:
         1. safeguarding / child protection;
         2. staff recruitment / induction policy / safer recruitment;
         3. employee handbook (including Equal Opportunities Policy);
         4. procedure for dealing with allegations against employees and/or volunteers;
         5. enhanced DBS disclosure process (and details of how often they are renewed and process for dealing with a positive disclosure, etc.);
         6. learning and development;
         7. complaints and whistle blowing;
         8. risk assessment.
         9. Lost child policy
         10. Complaints procedure
         11. Managing behaviour policy
     12. The Contractor must demonstrate, with examples, how they have developed creative solutions, worked with partner agencies and communities, embedded innovative practice and shared good practice with neighbours/partners and can meet the requirements of this Volume Three (3) Specification. Whilst Contractors are encouraged to be creative and innovative it is also important that interventions and solutions are focused on evidence of practice and research that has been shown to be effective.
     13. The Contractor must plan for the needs of individual children and ensure all children are treated fairly, as individuals and that no child or family is discriminated against.
     14. The Contractor will be expected to deliver the free childcare entitlement for eligible two three and four year olds as part of their childcare service and will register with the Local Authority to receive funding for the free early education entitlement (FEEE) by agreeing and adhering to all conditions set out within the FEEE Local Provider Agreement (see Appendix A for full details) as well as the national conditions set out by the Department for Education (DfE) in their publication ‘Early Education and Childcare – Statutory Guidance for Local Authorities, September 2013’.
     15. The Contractor will also be required to agree to the conditions contained within the FEEE Local Provider Agreement (or its replacement) as and when they change according to future local and national priorities.
     16. The Contractor/s, through this service, will contribute to the Authority’s overall work towards the following aims and outcomes:
         1. improve the life chances for children and young people;
         2. promote and improve the health and wellbeing of people in Torbay;
         3. empower local people to have a greater voice and influence over decision making and the delivery of services in Torbay;
         4. work with local families and partner agencies to develop mutually beneficial services;
         5. increase families’ access to services they may benefit from;
         6. improve school readiness of attending children;
         7. narrow the gap between those most disadvantaged children and the rest;
         8. contribute to the Authority’s strategy to reduce child poverty.
     17. The Contractor must ensure and be able to demonstrate that they can meet the needs of the Service for the duration of the Contract.
     18. The Contractor should aim to deliver Services over and above those that will meet the requirements of this Volume Three (3) Specification and be pro-active and embrace the changes for the Service to evolve and improve.
     19. The Contractor must implement relevant duties under equalities legislation including the Disability Discrimination Act 1995 (DDA), Sex Discrimination Act 1975, and Race Relations Act 1976, Race Relations Amendment Act 2000, the Equality Act 2010 and the Special Educational Needs and Disability Act 2001.
     20. The Contractor must actively promote equal opportunities and anti-discriminatory practice within the Nursery.
     21. The Contractor must have a clear commitment to equality of access and opportunity to learn and pay regard to the national Code of Practice for Special Educational Needs.
     22. The Provider must inform the Authority of any matters that impact upon the Contractor’s registration with Ofsted as they arise. The Contractor must keep the team informed about developments relating to the Contractor’s registration as necessary.
     23. Should a Contractor not have a valid certificate of registration with Ofsted at any time for whatever reason, the Contractor will be removed immediately from providing the service.
     24. If a Contractor has a problem of any kind with their Ofsted registration, the Authority may decide to withhold any funding it provides them with until such time as it receives formal notification from Ofsted that the matter has been resolved. The Authority will require the Contractor to supply a copy of its Ofsted registration certificate in such instances.
     25. The Contract must be operational from 1st January 2015, subject to Ofsted registration, the Contractor must work with the Authority to ensure the opening date is met.
  2. **Quality Requirements of the Contract**
     1. The Contractor must be willing to submit to an inspection by Ofsted and demonstrate a commitment to achieving a minimum grade of “good”.
     2. The Authority will monitor the quality improvements made by the Contractor linked to environments, practice, and leadership and management, on an on-going basis via a range of tools including the Self Evaluation Form (SEF), inspection reports, and the Contract Management process referred to at paragraph of this Specification.
     3. The Contractor must comply with the Statutory Framework for the Early Years Foundation Stage, including the learning and development and the welfare requirements, while also having regard for the statutory guidance at all times or its equivalent.
     4. Through delivering the framework effectively, the Contractor should deliver individualised learning and care that enhances the development of the children in their care and gives those children the best possible start in life.
  3. **Child Requirements of the Contract**
     1. The Contractor must be able to demonstrate that education and childcare are seamlessly delivered so that it is not possible to distinguish when during the day the child is being ‘cared for’ and when he/she is ‘learning’.
     2. Provision should be made for children to experience a calm nurturing environment providing for those who wish to relax, play quietly or sleep, equipped with appropriate furniture.
     3. Providers must plan and organise their systems to ensure that every child receives an enjoyable and challenging learning and development experience that is tailored to meet their individual needs.
     4. Planned activities must be designed from the basis of a thorough knowledge of the children and families. Activities should build on what children already understand, know and can do and must reflect the children’s own interests and fascinations. They should also include both indoor and outdoor opportunities and encourage sustained shared thinking. Staff deployment must be based on the children’s needs at all times.
     5. The Contractor must prepare children, parents and staff at all transitional points (both inside and outside of the setting) by creating strong links with relevant Primary Schools, other childcare providers and other educational providers.
     6. Effective monitoring of every child’s holistic learning and development progress is essential and the Contractor will be required to demonstrate this process is in place. Any particular needs of individual children must be identified and addressed as early as possible.
     7. The Contractor must ensure that each child is assigned a key person to enable them to feel confident and safe within the setting. The key person system must be implemented to ensure that parents and other professionals have a particular person to communicate with if any issues arise.
     8. The Contractor must adhere to the statutory framework of the EYFS seven areas of learning and have working practices and procedures that follow and can evidence these.
     9. The Contractor must educate children and families about healthy living and keeping active.
  4. **Parent / Carer Requirements of the Contract**
     1. The Contractor and their staff must respect the parents/carers’ views and take into account the fact that parents have a unique knowledge about their child. The Contractor must provide a welcoming, inclusive and non-judgemental ethos that will enable parents/carers to understand that staff are approachable and knowledgeable.
     2. The Contractor must have a suitable complaint system in place that is widely available and is easy for parents to understand. This system should cover but not be limited to: how long it will take to respond to a complaint, how you, as a Contractor, learn from the process, and how any complaints link into Ofsted and their inspection process.
     3. The Contractor must help both parents/carers through:
        1. an effective induction policy and flexible procedures;
        2. sharing with them the values and aims (both educational and otherwise) of the Nursery;
        3. the provision of regular reports on their child’s progress;
        4. discussions with them about what their child enjoys doing at home and encouraging them to support the development of the home learning environment;
        5. sharing knowledge of a child’s learning through joint planning and record   
           keeping;
        6. meeting with parents on an informal basis as and when required to establish good relationships and open lines of communication;
        7. meeting more formally at least twice a year to discuss their child’s learning and development, listening to their particular interests and concerns and helping them to contribute to the child’s records of achievements and learning;
        8. how they link with and promote workshops for parents/carers on areas of interest (for example ‘learning through play’ ‘using the outdoors’ or ‘music with babies and toddler’);
        9. promoting other services available to families and children such as toy and book libraries, local Bookstart schemes, Sure Start Children’s Centre services etc.
  5. **Fees and Financial Requirements of the Contract**
     1. The Contractor must not charge fees to those children attending their free entitlement only.
     2. The Contractor must have a policy regarding the recovery of unpaid fees which is acceptable to the Authority (acting reasonably
     3. Where the Contractor charges a deposit fee/retainer or administration fee, a policy for what this covers is required. This policy should cover areas such as in what instance the fees will be refundable (if any). The Contractor must also demonstrate that these policies do not prevent or hinder a child who wants to access their free entitlement only from doing so.
     4. The Contractor must promote means that enable parents/carers to pay for childcare such as Early Years Entitlement Funding, Child Tax Credit and Working Tax Credit, childcare vouchers, tax free childcare scheme etc. The Contractor must keep their staff up to date on what support is available to families using childcare.
     5. The Contractor must have a robust system for financial monitoring and submit specific monitoring information, including financial and educational reports as requested.

1. Partnership Working Arrangements
   1. Underlying this Volume Three (3) Specification is a general understanding that the Contractor will work with other organisations to deliver the best outcomes possible for young children and their families within Torbay. We expect the Contractor to engage with whoever they need to ensure these outcomes are met. However, as a minimum we would expect the Contractor to work with the following partners to ensure it meets the outcomes identified in this Volume Three (3) Specification:
      1. Parents, Carers and Communities:
         1. to ensure they receive information about the nursery, local services and other support services available to them;
         2. to arrange consultation/information sharing with parents/carers on what services are needed or wanted, and devise systems to obtain user feedback on the services offered and their effectiveness (particularly for those identified as priority groups or disadvantaged).
      2. Children’s Centres – it is expected that the Contractor will link with the local Children’s Centres to help parents and families access services made available by Children’s Centres in Torbay. It is expected that all children accessing the nursery will be registered with the Children Centre as part of the nursery registration process.
      3. Health services:
         1. to ensure easy access to health services for people using the Nursery;
         2. to ensure that pathways into these Services are understood by the Contractor and that they are promoted to parents or referrals are made into these services by the Contractor where required.
      4. Links to appropriate services within the Authority:
         1. Social Care Teams – to ensure families can access/be referred into specialist services where required. This link should include the effective sharing of knowledge across these areas in line with normal data protection / confidentiality protocols;
         2. Early Years and Childcare Service – the Contractor will need to engage with the Authority with regard to the sufficiency of childcare reports, to promote the free entitlements to childcare available to families, and to allow support workers to visit the setting on a regular basis;
         3. Family Information Service (FIS) – to ensure families are kept informed of what services/advice they might be able to access through other sources and to ensure that the FIS have up to date information about the provider to pass on to families in Torbay;
         4. Children’s Integrated Services (Inclusion, Emotional Health and Disability) - to ensure families of children with additional needs are identified early and information shared across services to support the families as appropriate.
      5. Local schools, nurseries and other education providers – to ensure a smooth transition when children move between these services and to ensure the effective sharing of knowledge between these organisations.
      6. Local schools, the Authority and other organisations to achieve the outcomes and targets identified in these documents and contribute to the overall performance of the Authority.
      7. Create links with the local community, be a hub for work with families in the local community and to foster involvement in the education and development of local children.
      8. Voluntary and Community Groups in the area – to ensure the nursery is fully aware of what is happening and what services are provided in the local community as well as what groups or individuals may be able to help them improve outcomes for children in this community.
      9. The Contractor and other organisations involved may wish to set up separate partnership agreements to share services and resources. The Authority’s approval is required (which will not be unreasonably withheld) before any such partnership agreements can be entered into.
      10. The Contractor must engage directly with the local community, not treating one or more groups less favourably than others because of their sex, gender, colour, race, religion, nationality, ethnic origin or disability.
   2. The Contractor must devise specific strategies and activities to increase the involvement of groups identified as a priority in the communities that the childcare serves. For example:
      1. children in workless households;
      2. lone parents/carers;
      3. fathers and family men;
      4. teenage mothers and pregnant teenagers;
      5. children in Black and Minority Ethnic families;
      6. disabled children and children of disabled parents/carers
2. **Operational Requirements**
   1. **Implementation**
      1. The Authority requires that the Service be implemented over a period prior to the start date of the Contract for the delivery of the Service. How this implementation period is conducted shall be the responsibility of the Contractor to decide and shall be evaluated through this Tender process as part of the Applicant’s response to the relevant question in Volume Three (3) Award. However, the Authority shall expect as a minimum that the Contractor conduct the following:
         1. induction process for all staff;
         2. delivery of any additional training identified as being required by any and all staff;
         3. purchase any equipment as necessary;
         4. make contact with partner agencies with whom your organisation has identified it will work;
         5. any other activities ubiquitous with a handover of a Service of this nature.
   2. **Staffing Requirements**
      1. At the end of the Contract period or earlier due to termination of the Contract for any reason the Contractor shall provide to the Authority Authorised Officer all relevant information relating to those of the Contractor’s employees employed in connection with the Contract for which the Authority may reasonably require for the purpose of re-tendering any parts or the entire Contract.
      2. This information may be disclosed by the Authority to any Applicant or potential Applicant. The relevant information may include, without limitation that which has been outlined above at section 5.2.8.
      3. the Contractor is expected and required to agree to the following as part of the Contract:
         1. the Authority has the right to enforce terms of the Contract if the Contractor fails to meet its obligations;
         2. the Authority reserves the right to disqualify the Contractor from participating in future Tender opportunities if necessary, if it fails to meet its obligations;
         3. managers of the service must have at least five (5) years’ experience of working in an Early Years setting and at least two (2) years’ experience in a supervisory role within an Early Years setting;
         4. all supervisors and managers must hold a full and relevant level 3 qualification (as defined by the Department for Education) and managers must also have or be working towards level four (4) qualifications in Early Years or equivalent;
         5. the contractor must ensure there is a named deputy, who in their judgement, is capable and qualified to take charge in the manager’s absence.
         6. it is expected that half of the staff have achieved level two (2) qualifications in Early Years or equivalent. In time, the qualification of all practitioners providing Early Years provision must rise to level three (3);
         7. the Contractor must have an identified SENCO in post and a special educational needs policy. Settings must ensure that the SENCO takes part in appropriate training when appointed and attends regular relevant training while in post;
         8. the Contractor must provide an inclusive service and staff must be appropriately trained and attend regular forums to support the children and their families;
         9. all volunteers must be trained and supervised by suitably qualified staff, all volunteers must have had appropriate safe recruitment checks, including having a DBS check and being registered on the DBS update service, and must not volunteer in an unsupervised capacity until such a check has been received by the Contractor;
         10. the Contractor must demonstrate that they have a system in place to ensure continuous professional development for staff as well as having a staff development plan in place for all members of staff;
         11. the Contractor must ensure that all staff are competent in working with parents/carers;
         12. all staff must receive regular supervision and be held to account through appropriate performance management / appraisal procedures;
         13. the Contractor must ensure that staff from the Nursery are able to attend the Authority’s termly Early Years Childcare and Advisory Service Forum;
         14. induction, training and staff development across professional boundaries should be encouraged by the Contractor;
         15. the Contractor must maintain Service levels at all times and must have arrangements in place for times of temporary or protracted staff shortages.
   3. **Safeguarding Requirements**
      1. The Contractor must have identified a member of staff who undertakes the role of the Senior Designated Child Protection Officer, which is the person who has explicitly stated responsibilities including liaising with statutory agencies when there are child protection or welfare concerns. This person must be a participating member of the senior management team.
      2. The Contractor must have in place a Child Protection policy in accordance with the Torbay Safeguarding Children Board guidance.
      3. The Contractor must ensure that at all times staff and volunteers are familiar with and follow the South West Child Protection Procedures ([www.swcpp.org.uk](http://www.swcpp.org.uk)) when dealing with any safeguarding concerns in relation to any children attending the Nursery.
      4. The Contractor must have in place a recruitment and selection policy that outlines vetting and checking procedures for all newly appointed paid employees and volunteers.
      5. The Contractor must have in place a procedure to be followed in the event of an allegation of abuse being made against a member of staff or volunteer which is in accordance with the procedures for managing allegations against people who work with children *(Appendix B, ‘Working Together to Safeguard Children – A guide to inter-agency working to safeguard and promote the welfare of children’, 2013)*
      6. The Contractor must ensure that all staff are familiar with and sufficiently trained in implementing the Child Protection policy. Additionally, all paid employees and volunteers must be familiar with, and understand, the managing allegations procedures.
      7. All parents and carers should be made aware of the existence of the Child Protection policy and who to go to if they have concerns.
      8. The Contractor must ensure that all newly appointed staff and volunteers receive child protection training when commencing in the role.
      9. The Contractor must ensure that as a minimum all existing staff and volunteers receive updated Child Protection training every three (3) years.
      10. The Contractor must ensure a Whistleblowing Policy is in place and use all reasonable endeavours to ensure that all parents, carers, staff and volunteers are aware of its existence and how it is implemented.
      11. The Contractor must ensure that staff from the Nursery are able to attend the Authority’s Designated Safeguarding Forum.
      12. The Contractor must refer to paragraphs 3.8 – 3.9 of the Statutory Requirements for the Early Years Foundation Stage for details of how to record and make available all of their safeguarding policies and procedures.
      13. The Contractor must notify the nominated Child Protection Agency, previously identified by the Torbay Children’s Safeguarding Board, without delay, of any allegations of abuse as above.
      14. The Contractor must meet all requirements contained within the Statutory Requirements for the Early Years Foundation Stage at all times.
      15. The Contractor must demonstrate that it has in place robust safer recruitment and safe working practices, supported by relevant policies and procedures that deters, identifies and deals with anyone deemed inappropriate to work with children and families in any of the Nurseries.
      16. The Contractor must ensure that, where any person is working with children in the nursery, they undertake a new DBS check or where the person is registered on the DBS update service that this is checked prior to commencement of the employee in post. If these checks reveal any disclosures and the Contractor still wishes to employ the member of staff the Authority must be made aware and agree to the Risk Assessment undertaken for this member of staff prior to them working in the Nursery. All checks must be renewed every three (3) years, as a minimum.
      17. Where the Contractor sub-contracts parts of this Service to other organisations they must ensure that, where required, any staff employed within the sub-contractor organisation/s have had a new DBS check or where the person is registered on the DBS update service that this is checked prior to the person working in or for the nursery and that they do not work unsupervised.
      18. All staff employed directly by the Contractor within the nursery must have received relevant, up to date ‘Basic’ Child Protection Training; this training must be renewed every three (3) years for each member of staff. If a Contractor is not in this position at the Contract award date they must be able to show how they will be in this position by 1st June 2015, or within the first year of the Contract.
      19. The Contractor must have the following policies in place and ensure that staff adhere to them:
          1. administration of medication;
          2. intimate and personal care;
          3. use of photography and videos;
          4. activities requiring physical contact;
          5. first aid; including paediatric first aid qualifications
          6. health and safety
      20. The Contractor must employ at least one (1) Designated Person for Child Protection who has received ‘Advanced’ Child Protection Training in each nursery. This training must be renewed at least every three (3) years.
   4. **Asset and Facility Management Requirements**
      1. Outdoor and indoor spaces, furniture, equipment and toys must be safe and suitable for their purpose. There should be good use made of outdoor play areas and spaces should be maintained to provide adequate scope for free movement and a range of activities.
      2. Resources should be of high quality, predominantly made of natural materials, well maintained and developmentally appropriate.
      3. Where food and refreshments are provided, the Contractor should deliver appropriate healthy meals and drinks. These must take into account safe working practices, any special dietary requirements of children with allergies or sensitivities, and any dietary requirements due to the religion or culture of the child. The Contractor must ensure that routines around meals and refreshments are nurturing social experiences.
      4. All Contractors must comply with the Statutory Framework for the Early Years Foundation Stage and all relevant health and safety legislation and ensure the appropriate number of staff on duty hold the necessary first aid qualifications.
      5. The Contractor must assess the risks of their own organisation and the activities they provide.
      6. The Contractor must produce contingency plans in partnership with the Authority to ensure that the Service remains operational for the duration of the Contract.
      7. All key risks should be put in priority order and a plan must be developed by the Contractor, jointly with the Authority, to reduce and manage each risk. The Contractor must develop contingency plans jointly with the Authority to ensure the Service will be delivered for the duration of the Agreement.
      8. The Contractor must conform to the relevant Heads of Terms for any Lease arrangements that are required to be established, and fulfil the key performance indicators given in Volume Six (6) Key Performance Indicators. The Heads of Terms are at Appendix C.
      9. The annual rent is £10,000 per annum. This offer should take into account the draft Heads of Terms of the Lease and the outgoings and liabilities contained within therein. However, the Contractor will be responsible for paying any charges that arise during the Contract as a result of their use of the building and facilities associated with it (for example, utility bills or repairs and maintenance costs).
      10. It will be the Contractor’s responsibility to provide and maintain all equipment necessary to enable the facility to meet the requirements of the Service.
      11. The Contractor is responsible for the maintenance and replacement where necessary of all the equipment involved in running the Service, including white goods equipment (e.g. microwaves and washing machines) and to ensure that the floor coverings provided are kept in good order and replaced if necessary. The Contractor must ensure that the facilities meet the statutory requirements of the Early Years Foundation Stage at all times.
      12. Shared use of any Facilities will be covered in separate agreements between the Contractor and the other parties involved.
   5. **Legal Requirements**
      1. The Contractor must be able to advise who the Ofsted ‘registered person’ in their organisation is, which is the person with ultimate responsibility for the provision of the Services.
      2. The Contractor must notify the Authority of any changes to the registered body and any changes in management.
      3. The Authority will monitor the quality improvements made by the Contractor linked to environments, practice and leadership and management, on an on-going basis via a range of tools including the SEF, inspection reports, regular monitoring meetings and visits completed by the Early Years and Childcare Service.
      4. The Contractor must ensure that it meets all legal requirements associated with the delivery of the services it provides.
      5. In cases where the overall provision is judged by Ofsted to be Inadequate, this shall constitute a catastrophic failure under the contract, entitling the Authority to remove the Contractor from providing the service.
      6. The provision must be operational from 1st June 2015, subject to Ofsted registration. The Contractor must work with the Authority to ensure the opening date is met.
   6. **Management Information**
      1. Applicants should, by way of on-going Contract performance be prepared to produce quarterly evaluation information and meet with the Authority quarterly to discuss their findings. The exact format and duration of the information required will be agreed between the Contractor and Authority Authorised Representative. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Office or any other such format as specified by the Authority. This will be at no cost to the Authority.
      2. Although the format and duration of the management information will not be formally agreed until the Contract is awarded please refer to Volume Six (6) Key Performance Indicators for an example of how the Authority may measure the performance of the Nursery. This list is not definitive nor does it show exactly how the Authority will measure performance in the Nursery; however this should give potential Contractors an idea of the type and scope of information the Authority will be looking to collect / monitor.
      3. The Contractor will be responsible for the collection of any data required to complete the contract management process set out in Volume 6 by the Authority.
      4. In addition, the Contractor must ensure the completion of the Self Evaluation Form required under the Ofsted Inspection Framework. It is expected that the Contractor will treat this form as a working document, update it regularly, and use its findings to influence their future planning and the delivery of services.
      5. The Contractor will meet formally with the Authority at specific times within the lifetime of the Contract to discuss performance. This will be led and directed by the Authority.
      6. The Authority reserves the right to seek feedback from key delivery partners (schools, parents, etc.) to determine the effectiveness of any partnership arrangements.
   7. **Support from the Authority**

The Authority is committed to providing the highest standards of customer service. In respect of this, the Authority endeavours to:

* + 1. Work hard to make prompt, accurate payments to the Contractor in order that funding is received at the scheduled times.
    2. Be on hand to offer advice and support.
    3. Provide the Contractor with access to a range of training opportunities.
    4. Ensure that all records and information that the Authority holds about the Contactor and the Services delivered are dealt with in an appropriate confidential and manner.
    5. Provide the management information data and statistics required by the Contract in a timely manner.
    6. Provide the Contractor with access to support and advice from specialist staff to enable the delivery of high quality care and education for young children and their families. Staff are able to support in a variety of areas including:
       1. support and advice throughout the Ofsted registration process;
       2. business management and financial planning;
       3. assistance in supporting children identified as having additional needs;
       4. other support services could be made available by negotiation / on request if a specific need is identified by the Contractor.
  1. **Appeals Procedure**

The Authority has established a clear Appeals Procedure for Contractors for situations where poor performance has been identified.

* + 1. If a Contractor decides that it wishes to make representations about a decision to suspend or terminate the contract, they must write to the Authority within two (2) weeks of the notice being given, providing the grounds for objecting with relevant evidence in support.
    2. The Authority will acknowledge receipt within one week of receiving this. In the acknowledgement letter, the Authority will give the Provider a date, time and location for an appeal hearing. The appeal panel will meet within a month of the evidence having been received by the Authority.
    3. The Authority will prepare a written report for the appeal panel. This report, along with the Provider’s evidence will be sent to the panel and the Provider at least one week before the date of the hearing.
    4. The appeal will be heard by a panel of three (3) senior staff drawn from the Authority. The panel members will have had no prior involvement in the matter under appeal. One of the panel members will act as chair. There will also be a clerk present to record the proceedings. A member of staff from the Contractor may attend the hearing in order to put the Contractor’s case to the panel. He/she may also bring another person with them e.g. a friend, relative, business colleague or a Councillor to help or to put the Contractor’s case on its behalf. In addition, there will be a maximum of two (2) representatives from the Authority to put their case to the panel.
    5. The hearing procedure will be as follows:
       1. introductions;
       2. the Authority will be invited to explain the reasons behind its proposal;
       3. the Contractor may question the Authority’s representatives after they have spoken;
       4. the Contractor will be invited to explain its grounds of appeal against the Authority’s proposal;
       5. the Authority may question the Contractor after its representatives have spoken
       6. the panel may ask questions at any point;
       7. the Authority will then be invited to sum up the reasons behind its proposal;
       8. the Contractor will then be invited to sum up its grounds of appeal;
       9. Both the Contractor and the Authority’s representatives will then leave together while the panel makes its decision;
       10. the chair will explain to both the Contractor and the Authority’s representatives that they will hear from the panel in writing within one (1) week.
    6. The panel’s decision will be final.
  1. **Expiry of Contract**
     1. This Contract shall terminate automatically on the expiry of the term unless it shall have been terminated earlier. Any expiration or termination of the contract will be completed in line with the process set out in the Contract.
  2. **Data Protection and Information Sharing Requirements**
     1. The UK Data Protection Act, 1998 exists to protect individuals about whom information (whether in soft copy e.g. electronic records and databases or hard copy e.g. paper files) is held.
     2. The Act controls how this information, described as ‘personal data’, can be processed and grants important rights to those who are the subject of personal data (‘data subjects’).
     3. The Contract sets out detailed requirements relating to the lawful handling and processing data.
     4. The Contract sets out detailed requirements relating to the Contractor’s obligations to respect the confidentiality of information.
     5. The Contract sets out detailed requirements relating to the Contractor’s obligations to assist the Authority in meeting its obligations under the Freedom of Information Act 2000 and Environmental Impact Regulations.
  3. **Further Services Offered**

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

1. **Mandatory Requirements**
   1. Requirement: The Contractor must have a minimum of five (5) years’ experience of running a childcare centre/Nursery, as per 2.1.4 of Volume Three (3) Specification.

**Minimum expectation:** The Authority’s minimum requirement in relation to this mandatory criterion is for the Applicant to declare ‘Yes’ and provide evidence of said experience.

* 1. Requirement: The Contractor must be able to advise the name and relevant childcare qualification of the manager/owner or supervisor in your organisation who has a minimum of five (5) years’ experience working in childcare, plus provide proof of their qualification, as per 2.1.5 of Volume Three (3) Specification.

**Minimum expectation:** The Authority’s minimum requirement in relation to this mandatory criterion is for the Applicant to declare the relevant name and provide proof of their qualification.

* 1. Requirement: The Contractor must be able to advise who the Ofsted ‘registered person’ in your organisation is, which is the person with the ultimate responsibility, as per 2.1.7 of Volume Three (3) Specification.

**Minimum expectation:** The Authority’s minimum requirement in relation to this mandatory criterion is for the Applicant to declare the relevant name.

* 1. Requirement: The Applicant must ensure that they have the following policies and procedures in place and that they are adhered to, as per 2.1.11 of Volume Three (3) Specification:
* safeguarding / child protection;
* staff recruitment / induction policy / safer recruitment;
* employee handbook (including Equal Opportunities Policy);
* procedure for dealing with allegations against employees and/or volunteers;
* enhanced DBS disclosure process (and details of how often they are renewed and process for dealing with a positive disclosure, etc.);
* learning and development;
* complaints and whistle blowing;
* risk assessment.
* Lost child policy
* Complaints procedure
* Managing behaviour policy

**Minimum expectation:** The Authority’s minimum expectation in relation to these mandatory criteria are that the Applicant can evidence that they have these policies and procedures in place, that they are adhered to and that the policies themselves meet, as a minimum, the Authority’s own policies and procedures on such issues (where they exist).

* 1. Requirement: The Applicant must be willing to submit to an inspection by Ofsted and demonstrate a commitment to achieving an Ofsted grade of good or better, as per 2.2.1 of Volume Three (3) Specification.

**Minimum expectation:** The Authority’s minimum requirement in relation to this mandatory criterion is for the Applicant to declare ‘Yes’.

* 1. Requirement: The Applicant must be committed to ensuring that all employees working within / behalf of the Children’s Centre have a new Enhanced Criminal Records Bureau (or new Disclosure and Barring Service (DBS)) check prior to commencement on the Contract / in post and that this is renewed every three (3) years as a minimum, a per 4.3.16 of Volume Three (3) Specification.

**Minimum expectation:** The Authority’s minimum requirement in relation to this mandatory criterion is for the Applicant to declare ‘Yes’.

* 1. Requirement: The provision must be operational from 01 June 2015, subject to Ofsted registration, as per 4.5.6 of Volume Three (3) Specification.

**Minimum expectation:** The Authority’s minimum requirement in relation to this mandatory criterion is for the Applicant to declare ‘Yes’.

* 1. **Requirement:** The Contractor must deliver new early years spaces. The Contractor will not be able to use this space to replace early year spaces that are being delivered in alternative venues in Torbay, as per 2.1.3 of Volume Three (3) Specification.

**Minimum expectation:** The Authority’s minimum requirement in relation to this mandatory criterion is for the Applicant to declare ‘Yes’.