

TORBAY COUNCIL

Part 2 Specification

Contract Reference

TCS1320

Contract Title

**Zero to Five (0-5) Years Childcare /
Nursery Provision 2021**

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1. Overall Scope and Nature of the Requirement

- 1.1 This Specification and its appendices set out the Authority's requirements for the provision of nursery services on the site of St Margaret's Academy, Barewell Road, Torquay, TQ1 4PA. Please see Appendix D for the maps of the locations to see where these are situated and Appendix L Site Plan.
- 1.2 This Specification is concerned with the provision of Services for children aged zero to five (0 to 5) years and their families. It should, however, be noted that the Authority encourages the successful Applicant to extend this age limit and to provide other services from the nursery over the life of the Contract. The Authority also encourages the successful Applicant to use the buildings available in a way that enables them to become centres for the whole community.

2. Minimum and Mandatory Requirements

This section sets out the Authority's minimum and mandatory requirements for this Contract.

Applicants are required to establish within any variant bid how they will meet these requirements, in order for the Authority to be able to appropriately assess their offer.

In order to achieve any threshold set in relation to award evaluation criteria Applicants are required to establish within the relevant responses how they will meet these requirements.

The Authority has set out a number of Mandatory Requirements within this Specification, these are identified with the inclusion of the wording **(Mandatory Requirement)** against whole sections or individual requirements. Applicants will be required to confirm their compliance with these Mandatory Requirements within their Stage Two Tender Submission, as follows.

2.1 The successful Applicant must have a minimum of five (5) years' experience of running a nursery, as per 3.1.3 of this Part 2 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.

2.2 The successful Applicant 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 3.1.4 of this Part 2 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.

- 2.3 The successful Applicant must be able to advise who the Ofsted 'registered person' in your organisation is, which is the person with the ultimate responsibility, as per 3.1.6 of this Part 2 Specification.

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

- 2.4 The Applicant must ensure that they have the following policies and procedures in place and that they are adhered to, as per 3.1.11 of this Part 2 Specification:

- a) Safeguarding / Child Protection policies and procedures;
- b) Staff recruitment / induction policy / safer recruitment policies and procedures;
- c) Procedure for dealing with allegations against employees and/or volunteers;
- d) Enhanced DBS disclosure policy and process (and details of how often they are renewed and process for dealing with a positive disclosure, etc.);
- e) Employee handbook;
- f) Complaints and Whistleblowing;
- g) Risk Assessment.

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).

- 2.5 The Applicant must be committed to ensuring that all employees working within / on behalf of the Nursery provision have a new Enhanced Disclosure and Barring Service (DBS) check prior to commencement on the Contract / in post and that

this is renewed as required, for the duration of this Contract, as per 3.1.11 of this Part 2 Specification.

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes' to their compliance to all of these requirements.

- 2.6 The provision must be operational from 07 June 2021, subject to Ofsted registration, as per 3.1.22 and 3.9.5 of this Part 2 Specification.

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

- 2.7 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 3.2.1 of this Part 2 Specification.

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

- 2.8 As per 3.2.3 of this Part 2 Specification, the successful Applicant must demonstrate progress and commitment to continuous improvement at regular intervals, via a mutually agreed robust development and improvement plan. The Authority will monitor through bi-annual Quality Monitoring (QM) visits, contract monitoring meetings and engagement with the Early Years Childcare Advisory Service (EYCAS) e.g. visits and training including attendance at termly EYCAS forums (as per 3.2.2 of this Part 2 Specification). Where the successful Applicant does not meet this we will follow the procedure laid out within section 3.11 Non-Compliance of Contract Requirements of this Part 2 Specification.

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes' to their compliance to all of these requirements.

- 2.9 As per 3.7.1.5 of this Part 2 Specification, The successful Applicant must be prepared to purchase and provide any additional equipment as necessary, to facilitate the Nursery delivery.

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

- 2.10 As per 3.8.9 of this Part 2 Specification, the Authority will charge a rent of £8,750 per annum for a lease of the Nursery building. The successful Applicant will be required to provide a rent deposit deed or guarantor, for the on-going annual rental charge. This will need to be provided before the commencement of the Contract. This offer should take into account the draft Heads of Terms of the Lease and the outgoing and liabilities contained therein. However, the successful Applicant 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).

Minimum expectation: The Authority's minimum requirement in relation to this mandatory criterion is for the Applicant to declare 'Yes' to their compliance to all of these requirements.

- 2.11 As per section 5.2 of this Part 2 Specification, the Applicant must be fully compliant with all of the Safer Recruitment requirements, for the duration of the Contract including any extension periods.

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

3 Specific Requirements

3.1 Service Requirements of the Contract

- 3.1.1 This Part 2 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 successful Applicant.
- 3.1.2 The successful Applicant must deliver safe, high quality childcare for babies and children until they are five (5) years old and reach statutory school age, suitable for working families, for a minimum of ten (10) hours per day, five (5) days per week, forty-eight (48) weeks per year helping the children achieve their full potential and giving them the best start in life.
- 3.1.3 **(Mandatory Requirement)** The successful Applicant must have a minimum of five (5) years' experience of running a nursery.
- 3.1.4 **(Mandatory Requirement)** The successful Applicant must be able to advise the name and relevant childcare qualification of the manager/owner or supervisor in the

organisation who has a minimum of five (5) years' experience working in childcare, plus provide proof of their qualification.

- 3.1.5 This childcare must be registered under the Children Act 1989 or Childcare Act 2006 with the Office for Standards in Education (Ofsted).
- 3.1.6 **(Mandatory Requirement)** The successful Applicant must be able to advise who the Ofsted 'registered person' in your organisation is, which is the person with the ultimate responsibility.
- 3.1.7 The successful Applicant must notify the Authority of any changes to the registered body and any changes in management or the registered person.
- 3.1.8 Childcare places must be open to all, with places prioritised and allocated in line with the applicable Admissions Policy.
- 3.1.9 Any changes to the Admissions Policy must be agreed with the Authority.
- 3.1.10 The successful Applicant will be required to be registered for full day care but provide flexibility of delivery to meet parents' demand (for example by offering a mix of full-time and part-time places).
- 3.1.11 **(Mandatory Requirement)** Applicants must have and be able to demonstrate that in addition to essential policies and procedures to comply with the EYFS statutory requirements, the following policies and procedures are in place and are followed:
- a) Safeguarding / Child Protection policies and procedures;
 - b) Staff recruitment / induction policy / safer recruitment policies and procedures;
 - c) Procedure for dealing with allegations against employees and/or volunteers;
 - d) Enhanced DBS disclosure policy and process (and details of how often they are renewed and process for dealing with a positive disclosure, etc.);
 - e) Employee handbook;
 - f) Complaints and Whistleblowing;
 - g) Risk Assessment.
- 3.1.12 The successful Applicant 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 Specification. Whilst Applicants 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.
- 3.1.13 The successful Applicant 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.
- 3.1.14 The successful Applicant will be expected to deliver all of the current free childcare entitlement for eligible two, three and four (2, 3 and 4) year olds as part of their childcare service; as well as any additional or new entitlements introduced by government. The successful Applicant will register to receive Early Years

Entitlement Funding (EYEF) by agreeing to and adhering to all conditions set out within the EYEF Local Provider Agreement (see **Appendix G** for full details of the Provider Agreement) as well as the national conditions set for this by the Department for Education (DfE) in the Statutory Guidance and Operational Guidance documents (available from the gov.uk website).

- 3.1.15 The successful Applicant will be required to agree to the conditions contained within the EYEF Local Provider Agreement (or its' replacement) as and when they change according to future local and national priorities.
- 3.1.16 The successful Applicant/s, through this service, will contribute to the Authority's overall work towards the following aims and outcomes:
- Improve the life chances for children and young people;
 - Promote and improve the health and wellbeing of people in Torbay;
 - Empower local people to have a greater voice and influence over decision making and the delivery of services in Torbay;
 - Work with local families and partner agencies to develop mutually beneficial services;
 - Increase families' access to services they may benefit from;
 - Improve school readiness of attending children;
 - Narrow the gap between those most disadvantaged children and the rest;
 - Contribute to the Authority's Children and Young People Plan.
- 3.1.17 The Authority promotes environmental sustainability and signed up to the Aalborg Commitments in June 2004. The successful Applicant is expected to ensure that that their organisation is environmentally friendly and include this when working with children and their families. The successful Applicant must ensure and be able to demonstrate that they can meet the needs of the Service for the duration of the Contract.
- 3.1.18 The successful Applicant should aim to deliver Services over and above those that will meet the requirements of this Volume Two (2) Specification and be pro-active and embrace the changes for the Service to evolve and improve.
- 3.1.19 The successful Applicant 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.
- 3.1.20 The successful Applicant must actively promote equal opportunities and anti-discriminatory practice within the Nursery.
- 3.1.21 The successful Applicant 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.
- 3.1.22 **(Mandatory Requirement)** The Contract must be operational from 07 June 2021, subject to Ofsted registration, the successful Applicant must work with the Authority to ensure the opening date is met.
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3.1 Quality Requirements of the Contract

- 3.2.1 **(Mandatory Requirement)** The successful Applicant must be willing to submit to an OFSTED inspection or any OFSTED regulatory activity and demonstrate a commitment to achieving a minimum grade of “good” or be able to demonstrate how they are working towards “good”.
- 3.2.2 The Authority will monitor the quality improvements made by the successful Applicant linked to environments, practice, and leadership and management, on an on-going basis via a range of tools. We will monitor through bi- annual Quality Monitoring (QM) visits, contract monitoring meetings and engagement with the Early Years Childcare Advisory Service (EYCAS) e.g. visits and training including attendance at termly EYCAS forums
- 3.2.3 **(Mandatory Requirement)** The successful Applicant must demonstrate progress and commitment to continuous improvement at regular intervals, via a mutually agreed robust development and improvement plan. Where the successful Applicant does not meet this we will follow the procedure laid out within section 3.11 Non-Compliance of Contract Requirements of this Part 2 Specification.
- 3.2.4 The successful Applicant must comply with the Statutory Framework for the Early Years Foundation Stage, including the Learning and Development, Assessment and Welfare requirements, while also having regard for the statutory guidance at all times or its equivalent.
- 3.2.5 Through delivering the framework effectively, the successful Applicant 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.

3.3 Child Requirements of the Contract

- 3.3.1 The successful Applicant 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’. Children’s learning and development experiences should be carefully planned to ensure all children receive a broad and rich curriculum offer, underpinned by the experiences children have beyond the setting’.
- 3.3.2 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.
- 3.3.3 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. Children’s progress should be

closely monitored to ensure all children thrive and achieve the best possible outcomes by the time they leave the setting.

- 3.3.4 Planned activities must be designed from the basis of a thorough knowledge of child development and the experiences that they have beyond the setting. 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.
- 3.3.5 The successful Applicant 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. There should be particularly strong links and transition processes with the on-site Primary school. This should include regular visits and sharing of knowledge of the children to support a smooth transition into school.
- 3.3.6 Effective monitoring of every child's holistic learning and development progress is essential and the successful Applicant 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, particularly those with SEND or disadvantaged children who need to catch up quickly.
- 3.3.7 The successful Applicant 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.
- 3.3.8 The successful Applicant must work to / adhere to the requirements of the statutory Early Years Foundation Stage (EYFS) framework and have working practices and procedures that follow and can evidence these. The setting must ensure they keep up to date with any changes to the EYFS and implement changes as required.
- 3.3.9 The successful Applicant must demonstrate that they recognise the importance of early communication and literacy, physical activity and healthy lifestyles and the impact they have on later development and achievement. The successful applicant should encourage and support families to consider the home learning environment and link into other professionals who can support families in these areas when required.

3.4 Parent/Carer Requirements of the Contract

- 3.4.1 The successful Applicant and their staff must respect the parents/carers' views and take into account the fact that parents have a unique knowledge of their child. The successful Applicant must provide a welcoming, inclusive and non-judgemental ethos which will enable parents/carers to understand that staff are approachable and knowledgeable.
- 3.4.2 The successful Applicant must have a suitable complaint system in place that is widely available and understood by parents. 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.

3.4.3 The successful Applicant must help both parents/carers through:

- a) an effective induction policy and flexible procedures;
- b) sharing with them the values and aims (both educational and otherwise) of the Nursery;
- c) the provision of regular reports on their child's progress;
- d) discussions with them about what their child enjoys doing at home and encouraging them to support the development of the home learning environment;
- e) sharing knowledge of a child's learning through joint planning and record keeping;
- f) meeting with parents on an informal basis as and when required to establish good relationships and open lines of communication;
- g) 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;
- h) 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');
- i) promoting other services available to families and children such as toy and book libraries, local Bookstart schemes, Children's Centre services etc.

3.5 Fees and Financial Requirements of the Contract

3.5.1 The successful applicant must adhere to the Local Provider Agreement, Statutory Guidance and Operational Guidance when designating a fee structure for children in receipt of the free entitlement.

3.5.2 The successful Applicant must have a policy regarding the recovery of unpaid fees.

3.5.3 Where the successful Applicant charges a deposit, administration or registration fee, a policy for what this covers is required. This policy should cover areas such as in what instance the fees will be refundable and adhere to the rules set out in the Local Provider Agreement. The successful Applicant must also demonstrate that these policies do not prevent or hinder a child who wants to access their free entitlement only from doing so.

3.5.4 The successful Applicant must promote means that enable parents/carers to pay for childcare such as Early Years Entitlement Funding, Tax Credits, Universal Credit, Tax Free Childcare, employer childcare vouchers etc. The successful Applicant must keep their staff up to date on what support is available to families using childcare.

- 3.5.5 To prevent the risk of the successful Applicant being financially unable to deliver the Service, the successful Applicant should access business support training and advice as required by the Early Years Advisory Service.
- 3.5.6 The successful Applicant must have a robust system for financial monitoring and submit specific monitoring information, including financial and educational reports as requested.
- 3.5.7 Information on help with childcare costs and other subjects can be obtained from a variety of sources. Please visit <https://www.torbay.gov.uk/children-and-families/childcare/> for more information.

3.6 Partnership Working Arrangements

- 3.6.1 Underlying this Part 2 Specification is a general understanding that the successful Applicant will work with other organisations to deliver the best outcomes possible for young children and their families within Torbay. We expect the successful Applicant to engage with whoever they need to ensure these outcomes are met. However, as a minimum we would expect the successful Applicant to work with the following partners to ensure it meets the outcomes identified in this Part 2 Specification:
 - 3.6.2 Parents, carers and communities:
 - a) To ensure they receive information about the nursery, local services and other support services available to them;
 - b) 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).
 - 3.6.3 The successful Applicant will help parents and families access services made available by Children's Centres in Torbay.
 - 3.6.4 Health services:
 - (a) To ensure easy access to health services for people using the Nursery;
 - (b) To ensure that pathways into these Services are understood by the successful Applicant and that they are promoted to parents or referrals are made into these services by the successful Applicant where required.
 - 3.6.5 Links to appropriate services within the Authority:
 - (a) 0-19 Partnership 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;
 - (b) The successful Applicant will need to engage with the Authority with regard to the sufficiency of childcare reports, any information required from settings and to allow support workers to visit the setting on a regular basis.
 - (c) 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.

- (d) 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.
- 3.6.6 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. There should be particularly strong links and transition processes with the on-site Primary school.
- 3.6.7 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.
- 3.6.8 The successful Applicant and other organisations involved may wish to set up separate partnership agreements to share services and resources. The Authority must be notified of such arrangements.
- 3.6.9 The successful Applicant 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.
- 3.6.10 The successful Applicant 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:
 - (a) Children in workless households;
 - (b) Lone parents/carers;
 - (c) Fathers and family men;
 - (d) Teenage mothers and pregnant teenagers;
 - (e) Children in Black and Minority Ethnic families;
 - (f) Disabled children and children of disabled parents/carers
- 3.6.11 Create strong links with parents, carers and those carers who do not live with their children by treating them with respect, as equals, consulting and sharing information with parents/carers to ensure that they receive the service they need and are satisfied with the provision.
- 3.6.12 Work in partnership with local schools and in particular, the co-located Primary School, the Authority and other organisations to achieve the outcomes and targets identified in these documents and contribute to the overall performance of the Authority.
- 3.6.13 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.

3.7 Operational Requirements

3.7.1 Implementation

- 3.7.1.1 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 successful Applicant 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 successful Applicant conduct the following:
- 3.7.1.2 TUPE consultation process with the transferring staff, advising the Authority of any proposed TUPE measures as early as possible during the process (Please refer to section 5, below);
- 3.7.1.3 Induction process with the transferring staff;
- 3.7.1.4 Delivery of any additional training identified as being required by any and all staff;
- 3.7.1.5 **(Mandatory Requirement)** Purchase and provision of any additional equipment as necessary, to facilitate the Nursery delivery. Please refer to Appendix H – Equipment List;
- 3.7.1.6 Make contact with partner agencies with whom your organisation has identified it will work;
- 3.7.1.7 Any other activities ubiquitous with a handover of a Service of this nature.

3.8 Asset and Facility Management Requirements

- 3.8.1 The learning environment, both inside and outside, 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. Outdoor equipment must be stored safely when not in use.
- 3.8.2 Resources should be of high quality, predominantly made of natural materials, well maintained and developmentally appropriate. They should clearly reflect the age of the children in each learning space.
- 3.8.3 Where food and refreshments are provided, the successful Applicant 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 successful Applicant must ensure that routines around meals and refreshments are nurturing social experiences.

- 3.8.4 All successful Applicant 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.
- 3.8.5 The successful Applicant must assess the risks of their own organisation and the activities they provide.
- 3.8.6 The successful Applicant must produce contingency plans in partnership with the Authority to ensure that the Service remains operational for the duration of the Contract. This should include a specific policy around business continuity during exceptional circumstances (for example extreme weather conditions, gas leak or pandemic – this list is not exhaustive).
- 3.8.7 All key risks should be put in priority order and a plan must be developed by the successful Applicant, jointly with the Authority, to reduce and manage each risk. The successful Applicant must develop contingency plans jointly with the Authority to ensure the Service will be delivered for the duration of the Agreement.
- 3.8.8 The successful Applicant 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.
- 3.8.9 **(Mandatory Requirement)** The Authority will charge a rent of £8,750 per annum for a lease of the Nursery building. The successful Applicant will be required to provide a rent deposit deed or guarantor, for the on-going annual rental charge. This will need to be provided before the commencement of the Contract. This offer should take into account the draft Heads of Terms of the Lease and the outgoings and liabilities contained therein. However, the successful Applicant 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).
- 3.8.10 It will be the successful Applicant's responsibility to provide and maintain all equipment necessary to enable the facility to meet the requirements of the Service. Refer to Appendix H for the Equipment List for the Contract.
- 3.8.11 It is the successful Applicant's responsibility to provide any new equipment or to maintain the existing equipment to enable the provision to meet the requirements of the Service as well as maintaining the standard of equipment currently used in the nursery.
- 3.8.12 The successful Applicant 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 successful Applicant must ensure that the facilities meet the statutory requirements of the Early Years Foundation Stage at all times.

- 3.8.13 It is the successful Applicant's responsibility to provide any new equipment or to maintain the existing equipment to enable the provision to meet the Statutory Requirements of the Early Years Foundation Stage.
- 3.8.14 Shared use of any Facilities will be covered in separate agreements between the successful Applicant and the other parties involved.

3.9 Legal Requirements

- 3.9.1 The successful Applicant must be able to advise who the Ofsted 'registered person' in their organisation is, which is the person with ultimate responsibility for the provision.
- 3.9.2 The successful Applicant must notify the Authority of any changes to the registered body and any changes in management.
- 3.9.3 The successful applicant will ensure a robust improvement and development plan is in place, which clearly sets out their aims and aspirations to support the delivery of outstanding practice. This will have been developed with staff, families and key partners (including the onsite Primary school). This document will be used to influence their future planning and the delivery of services and thereby form the basis of all quality monitoring visits and contract management.
- 3.9.4 The successful Applicant must ensure that it meets all legal requirements associated with the delivery of the services it provides.
- 3.9.5 **(Mandatory Requirement)** The provision must be operational from 07 June 2021, subject to Ofsted registration. The successful Applicant must work with the Authority to ensure the opening date is met.

3.10 Support from the Authority

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

- 3.10.1 Work hard to make prompt, accurate payments to the successful Applicant in order that funding is received at the scheduled times.
- 3.10.2 Be on hand to offer friendly advice and support.
- 3.10.3 Provide the successful Applicant with access to a range of training opportunities tailored to meet the needs of the settings and staff.
- 3.10.4 Failing to achieve an inspection rating of good or better in any outcome / area will result in a support package being provided to help the successful Applicant develop a post Ofsted action plan.

- 3.10.5 Ensure that all records and information that the Authority holds about your organisation and the service delivered are dealt with in an appropriate confidential and manner.
- 3.10.6 Provide the management information data and statistics required by the Contract in a timely manner.
- 3.10.7 Provide the input of an Early Years Advisory Teacher to assist in ensuring that the childcare and education provided at the nursery is of a high standard.
- 3.10.8 Provide the successful Applicant 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 help in a variety of areas including:
 - 3.10.8.1 Support and advice throughout the Ofsted registration process;
 - 3.10.8.2 Support with the Ofsted inspection process including subsequent inspection visits;
 - 3.10.8.3 Support to implement the Statutory Framework for the Early Years Foundation Stage;
 - 3.10.8.4 Business management and financial planning;
 - 3.10.8.5 Assistance in supporting children identified as having additional needs;
 - 3.10.8.6 Providing advice regarding the structure and delivery of the successful Applicant's sessions to best support the individual needs of the children.
- 3.10.9 Other support services could be made available by negotiation / on request if a specific need is identified by the successful Applicant.

3.11 Non Compliance of Contract Requirements

- 3.11.1 In the event that the Authority considers that a serious breach has taken place, or if the Contractor does not comply with any of the criteria and conditions of this Contract, the Authority may decide to withhold funding from the Contractor and may seek to recover funding already paid to them, either in whole or in part or in certain serious circumstances terminate the Contract.
- 3.11.2 The Contractor will be informed of such decisions in writing and will be asked to take steps to rectify the non-compliance within a specified timescale.
- 3.11.3 In the event that the Contractor fails to rectify the non-compliance within the timescale, the Authority may terminate the Contract, subject to the Contractor being given an opportunity to make written representations prior to the final decision being made and subject to the Contractor's right of appeal, as set out below.
- 3.11.4 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.

- 3.11.5 Should a Contractor not have a valid certificate of registration with Ofsted at any time and for whatever reason, the Authority will withhold further funds from the Contractor and may seek to recover funds already paid to the Contractor either in whole, or in part, or the Authority will terminate the Contract subject to the Contractor being given an opportunity to make written representations about the decision. The Contractor will be informed of such decisions in writing.
- 3.11.6 If a Contractor has a problem of any kind with their Ofsted registration, the Authority may decide to withhold further funding 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
- 3.11.7 If following assessment by the Authority, or at any time subsequently, the Authority concludes that the Contractor is not able to deliver a satisfactory level of provision, the Authority may decide to withhold funding or terminate the Contract subject to the Contractor being given an opportunity to make written representations prior to the final decision being made and subject to the Contractor's right of appeal with regards to the withholding of funding, as set out below. The Contractor will be notified of such a decision in writing
- 3.11.8 In cases where the overall provision is judged by Ofsted to be Inadequate, the following will apply:

(a) **Inadequate 1**

Any Contractor given an Inadequate 1 outcome by Ofsted must inform the Authority immediately. The Authority will visit the Contractor as necessary to assess the provision and make recommendations for improvement. The Contractor must implement these recommendations to ensure improvement within three (3) months. Contractors must co-operate fully with the Authority.

(b) **Inadequate 2**

Any Contractor given an Inadequate 2 outcome by Ofsted must inform the Authority immediately. Any Contractor receiving an Inadequate 2 will be removed from the Directory and the funding will cease immediately. The Authority may also seek recovery of funding already paid to the Contractor either in whole, or in part or even terminate the Contract. If the Contractor decides to appeal against their Ofsted inspection outcome and the appeal is successful, the Contractor will be re-admitted to the Directory.

- 3.11.9 If a Contractor is removed from the Directory because the Service is inadequate, they will not be permitted to apply to be registered again for a period of twelve (12) months from the date on which they were removed from the Directory. The

Contractor will be expected to follow the procedure for applying for inclusion on the Directory.

3.11.10 The Authority has a duty to improve the outcomes of all children under 5 and reduce inequalities and the support they can provide is set out at section 3.10 Support from the Authority within this Part Two (2) Specification.

3.11.11 These procedures are separate to and not reliant upon Ofsted processes and they may take place at any point during the Ofsted processes.

3.12 Appeals Procedure

3.12.1 The Authority has established a clear Appeals Procedure for Contractors.

3.12.1.1 If a provider decides that it wishes to make representations about a decision to suspend or remove them from the Directory, they must write to The Authority within two weeks of the notice being given, providing the grounds for objecting with relevant evidence in support.

3.12.1.2 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.

3.12.1.3 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.

3.12.1.4 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. 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 provider may attend the hearing in order to put the provider'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 provider's case on its behalf. In addition, there will be a maximum of two representatives from The Authority to put their case to the panel.

3.12.1.6 The hearing procedure will be as follows:

- Introductions
- Torbay Council will be invited to explain the reasons behind its proposal
- The provider may question Torbay Council's representatives after they have spoken
- The provider will be invited to explain its grounds of appeal against Torbay Council's proposal

- Torbay Council may question the provider after its representatives have spoken
- The panel may ask questions at any point
- Torbay Council will then be invited to sum up the reasons behind its proposal
- The provider will then be invited to sum up its grounds of appeal
- Both the provider and Torbay Council representatives will then leave together while the panel makes its decision
- The chair will explain to both the provider and Torbay Council representatives that they will hear from the panel in writing within one week.
- The panel's decision will be final.
- If, at any stage the provider, is unhappy with the way in which the Council has dealt with its appeal they can ask the Local Government Ombudsman to examine the proceedings. The Local Government Ombudsman is an independent person who investigates allegations of maladministration causing injustice to the person who has complained.

3.13 Hand Back Conditions of the Facilities

The Facilities shall be in a condition which is consistent with the due performance by the Contractor of its obligations, free from material or significant defects and in no worse than the condition of the Facilities at the date of the commencement of the Contract.

3.14 Hand Back Conditions of the Assets

- 3.14.1 Each element of the Assets shall be in a condition which is consistent with the due performance by the Contractor of this agreement and shall have a residual life of not less than the average residual life to the equivalent type of Asset class.
- 3.14.2 If no residual life is specified for an element of the Assets then such element shall have a residual life equal to the greater of one quarter (1/4) of the serviceable life of that element or five (5) years, or, if the element has a serviceable life of less than five (5) years, it must have been renewed during the last twelve (12) months of the term.
- 3.14.3 All elements of the assets shall be free from material or significant defects.

3.15 Expiry of Contract

This Contract shall terminate automatically on the expiry of the term unless it shall have been terminated earlier. If the Contractor wishes to terminate the Contract at the end of initial four (4) year period then it must inform the Authority at least six (6) months before that date. This will allow the Authority and or a new Contractor to be appointed to ensure the smooth handover and continued running of the Nurseries.

4 Contract and Performance Review Requirements

4.1 Management Information

4.1.1 Applicants should, by way of on-going Contract performance be prepared to produce bi-annual evaluation information and meet with the Authority bi-annually to discuss their findings. The exact format and duration of the information required will be agreed between the successful Applicant and Authority Authorised Representative. The successful Applicant should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Authority. This will be at no cost to the Authority.

Although the format and duration of the management information will not be formally agreed until the Contract is awarded please refer to the Key Performance Indicators for an example of how the Authority may measure the performance of the centre. This list is not definitive nor does it show exactly how the Authority will measure performance in the Nursery; however this should give potential successful Applicant s an idea of the type and scope of information the Authority will be looking to collect and monitor.

4.1.2 The successful Applicant will be responsible for the collection of any data required by the Authority.

4.1.3 The successful applicant will be responsible for ongoing self-evaluation and internal monitoring within the setting which should form part of the management information submitted bi-annually.

4.1.4 The successful Applicant will meet formally with the Authority bi-annually within the lifetime of the Contract to discuss performance. This will be led and directed by the Authority.

4.1.5 The Authority reserves the right to seek feedback from key delivery partners (schools, parents, etc.) to determine the effectiveness of any partnership arrangements.

5 Staffing

5.1 TUPE

- 5.1.1 The Authority highlights that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) *will apply in relation to the Authority's staff and may apply in relation to the current external provider's staff.*
- 5.1.2 In order to obtain the base data of staff who will or may transfer under TUPE (Appendix C Base Data of Staff) Applicants are required to complete and return a Confidentiality Agreement (Appendix B) through the e-tendering portal's messaging facility, at Stage Two of the tender process.
- 5.1.3 The Provider shall indemnify the Authority against all expenses arising out of any claim made by any employee or former employee of the Authority or existing provider (who, as a result of the operation of TUPE, or subsequent amendments, transferred to the employment of the Provider) or by the existing provider itself, which results from any act or omission of the Provider.
- 5.1.4 The Provider shall not bring any claim against the Authority in connection with TUPE or any subsequent amendments to such regulations.
- 5.1.5 Should TUPE apply to this Contract:
- a) The successful Applicant should be mindful of the uncertainty of the situation for the staff who may transfer and that any anxiety from staff can be transferred to the people who are in the Service.
 - b) Depending on the details of the transfer, all or only part of a team may be transferring. To alleviate anxiety the successful Applicant is required to clarify as soon as possible who is transferring. Consideration should also be given to any volunteers within the Service and separate discussions held about their position.
 - c) The successful Applicant should ensure communications and transfer of information are accurate, open and as timely as possible, so the transfer process is smooth and transparent for staff.
- 5.1.6 The Provider shall seek to become a member of the Local Government Pension Scheme (LGPS) by means of obtaining admitted body status with the Local Government Pension Fund and entering into an admission agreement with Peninsula Pensions. The Authority expects the Provider to join the LGPS and will use reasonable endeavours to procure that the LGPS liabilities relating to the transferring staff will be fully funded at the date of transfer.
- 5.1.7 Any costs associated with the transfer of staff to the Provider will be solely the responsibility of the Provider. This includes any costs of transferring staff to the LGPS.
- 5.1.8 The new employer pension contribution rate has been calculated at 12% for a closed agreement. A copy of the Actuary Report is enclosed at Appendix D Actuary Report.
- 5.1.9 The Actuary has highlighted the need to request a bond from the Provider to the value of £22,000.00 in respect of the potential liabilities of the Provider to the LGPS

relating to the transferring staff. Please refer to Appendix F. The Provider is required to cover the value of the bond by either obtaining an insurance policy with a high street bank or insurance company or setting up a discrete escrow account between themselves and Devon County Council in which the £22,000.00 can be deposited.

- 5.1.10 The following documentation will be made available to the Provider as part of the Contract set up process:
- a) Provide samples of offer letters;
 - b) Statement of particulars;
 - c) Sample contract of employment;
 - d) Staff handbook;
 - e) Employment practices and procedures;
 - f) Collective agreements;
 - g) LGPS and access to the Peninsula Pensions website;
 - h) Details of Devon County Council Pension service – Peninsula Pensions (the scheme administrator);
 - i) Details of equal opportunities policies and any positive action strategy in place.
 - j) The Provider is expected and required to agree to the following as part of the Contract:
 - k) Commitment that the Provider will inform the Authority of any TUPE measures it envisages with regard to the employees formally in writing within 10 working days of contract award notification;
 - l) The Provider shall agree any indemnities required by the Authority;
 - m) Commitment that the Provider will continue to supply employee information throughout the length of the Contract so that it can monitor compliance on employee matters;
 - n) The Authority has the right to enforce terms of the Contract if the Provider fails to meet its obligations;
 - o) The Authority reserves the right to disqualify the Provider from participating in future Tender opportunities if necessary, if it fails to meet its obligations.
- 5.1.11 The Authority highlights that The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to this Contract. Applicants should refer to the guidance in Part 1 Information in relation to TUPE.
- 5.1.12 The Authority cannot guarantee the accuracy of the information provided by the outgoing provider(s) and advises Applicants to seek their own advice in relation to TUPE matters.
- 5.1.13 The successful Applicant will be required to work with the outgoing provider(s) to prepare and agree a communication plan for consultation with affected staff. This

Communication Plan will form part of the overall Service Implementation Plan and will be monitored by the Service Commissioners.

5.2 Safer Recruitment (*this entire section is a Mandatory Requirement*)

5.2.1 To ensure the Service creates a safer recruitment culture for clients and staff, the following are mandatory requirements:

- At least one member of each interview panel must have undertaken safer recruitment training;
- The Provider must have effective procedures in place, that are regularly updated and communicated to staff;
- The Provider must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to staff;
- The Provider must take seriously all concerns that are raised;
- The Provider must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.

5.2.2 The Contractor must have identified a member of staff who undertakes the role of the Designated Safeguarding Lead 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. The setting should also identify a member of staff to undertake the role of Deputy Designated Safeguarding Lead.

5.2.3 The Contractor must have in place a Child Protection policy in accordance with the Torbay Safeguarding Children Partnership guidance.

5.2.4 The Contractor must ensure that at all times staff and volunteers are familiar with and follow the Torbay Safeguarding Children Partnership guidance when dealing with any safeguarding concerns in relation to any children attending the Nurseries.

5.2.5 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.

5.2.6 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 ('Working Together to Safeguard Children – A guide to inter-agency working to safeguard and promote the welfare of children', 2018)

5.2.7 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.

5.2.8 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.

5.2.9 The Contractor must ensure that all newly appointed staff and volunteers receive

child protection training when commencing in the role.

- 5.2.10 The Contractor must ensure that as a minimum all existing staff and volunteers receive updated Child Protection training every three (3) years.
- 5.2.11 The Contractor must ensure a Whistleblowing Policy is in place and that all parents, carers, staff and volunteers are aware of its existence and how it is implemented.
- 5.2.12 The Contractor must ensure that staff from the Nursery are able to attend the Authority's Designated Safeguarding Forum.
- 5.2.13 The Contractor must refer to the Statutory Requirements for the Early Years Foundation Stage (EYFS) for details of how to record and make available all of their safeguarding policies and procedures.
- 5.2.14 The Contractor must notify the nominated Child Protection Agency, previously identified by the Torbay Safeguarding Children Partnership, without delay, of any allegations of abuse as above.
- 5.2.15 The Contractor must meet all requirements contained within the Statutory Requirements for the Early Years Foundation Stage at all times.
- 5.2.16 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.
- 5.2.17 The Contractor must ensure that, where any person is working with children in the nursery, they undertake a new Enhanced DBS Disclosure Check prior to commencement of the employee in post. DBS checks must be renewed as required, for the duration of this Contract. 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.
- 5.2.18 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 Enhanced DBS check prior to the person working in or for the nursery and that they do not work unsupervised.
- 5.2.19 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 01 June 2021, or within the first year of the Contract.
- 5.2.20 The Contractor must have the following policies in place and ensure that staff adhere to them:

- a) Administration of Medication;
- b) Intimate and Personal Care;
- c) Use of Photography and Videos;
- d) Activities Requiring Physical Contact;
- e) First Aid;
- f) Health and Safety.

5.2.21 The Contractor must employ at least one (1) Designated Person for Child Protection in the nursery, who has received Level 3 safeguarding training that has been undertaken through the Torbay Safeguarding Children Partnership. This training must be renewed at least every three (3) years.

6 Data Protection, Information Sharing and Information Security

6.1 Data Protection and Information Sharing Requirements

- 6.1.1 The applicant must, as part of their tender submission, provide a copy of their Data Protection Policy and where applicable applicants should provide a copy of proof of their registration with the Information Commissioner's Office and provide details of their Data Protection Officer.
- 6.1.2 The applicant must, as part of their tender submission, demonstrate that all systems and process are compliant with current data protection legislation such as the General Data Protection Regulation and the Data Protection Act 2018 in relation to the data processing that will be carried out.
- 6.1.3 The Provider must ensure that the above compliance indemnifies the Council against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Council for breach of statutory duty under the Act which arises from the use, disclosure, transfer or breach of personal data by the provider, their staff or agents.
- 6.1.4 The successful Applicant shall keep confidential all information belonging to or provided by the Authority in connection with this Contract and shall not further use or disclose it to any third party without the express consent of the Authority or except to the extent permitted by law.
- 6.1.5 When required to do so by the Authority, the successful Applicant shall assist at no additional charge in meeting its obligations under the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice.

7 Health & Safety

- 7.1** The successful Applicant must ensure that they are compliant with all relevant statutory provisions including current health and Safety and Food Hygiene Legislation.
- 7.2** The successful Applicant must comply with all relevant legislation related to Health and Safety as outlined in the EYFS and by Ofsted.
- 7.3** The successful Applicant must have adequate insurance as per the contract requirements.
- 7.4** In the event of an incident related to Health and Safety, the successful Applicant must ensure that they follow their procedures and any reportable incidents must be reported to the relevant agencies.

8 Invoicing

- 8.1** The successful Applicant must make any invoices payable by Torbay Council with Torbay Council's name and address and marked with senders name and address.
- 8.2** All Invoicing must contain a full breakdown of costs on each individual invoice submitted and must be sent to Torbay Council for payment on a monthly basis (as appropriate).
- 8.3** The Authority's settlement terms are 30 days from receipt of the goods and services or the invoice, whichever is the later.
- 8.4** The successful Applicant must always obtain an official Torbay Council Purchase Order and quote the corresponding number on all invoices.
- 8.5** Invoices must be emailed to the Payments Section directly (Email: payments.section@torbay.gov.uk and also a copy must be emailed to earlyyears@torbay.gov.uk)
- 8.6** Disputed parts of invoices and invoices not bearing Torbay Council purchase order numbers will not be paid and a corrected invoice will be requested.
- 8.7** Payment will be by BACS and remittance advices will be transmitted to the successful Applicant by email or fax if email addresses and/or fax numbers are provided.

9 Added Value

9.1 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.

9.2 Social Value, Sustainability, Environmental Considerations

9.2.1 The Authority is seeking a Provider who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Corporate Plan 2019-23:

<http://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>

9.2.2 Applicants should take into account the following key areas in formulating their response:

- a) Jobs: Promote local skills and employment;
- b) Growth: supporting growth of responsible regional business;
- c) Social: Healthier, safer and more resilient communities;
- d) Environment: protecting and improving our environment;
- e) Innovation: promoting social innovation

10 Scope and Nature of Possible Modifications or Options

- 10.1** The successful Applicant must ensure that they keep up to date with all changes that affect the nursery. This could include changes to:
- a) The Early Years Foundation Stage (EYFS)
 - b) Ofsted Inspection Guidance
 - c) Health and Safety Legislation
 - d) Funding Guidance (Statutory Guidance and Operational Guidance)
 - e) Funding entitlements
 - f) Funding rates
 - g) Provider agreements relating to the funding entitlements
 - h) Updates or amendments to any of the law related to the Children Act
 - i) Updates or amendments to any of the law related to equality, disability, discrimination etc. (as outlined throughout this document)
- 10.2** The above list is not exhaustive and the Authority expects the successful Applicant to take responsibility for keeping up to date with all relevant changes and implement them as necessary within the nursery policies, procedures and working practises.

11 Key Performance Indicators

Performance	Criteria	Evidence
Service requirements of the contract		
Contract Compliance	The Authority reserves the right to apply Clauses 12 and 21 of the General Terms and Conditions of Contract, (within the Service Contract), should it be deemed necessary	The Authority will review against agreed specification
Quality requirements of the contract		
Minimum of good (or working towards good following a 'Requires improvement' inspection outcome) standard of early education and childcare	Outcome of Ofsted inspections	Ofsted certificate and report
	Outcome of six monthly Contract monitoring meetings	Commentary and actions within QM report
Qualified experienced Early Years staff	Minimum 50% of staff certificated at level 2/3 or above, appropriate to the care and education of children* This criteria may be varied over time to be in line with current government policy.	Annual workforce audit
	Manager to be at or working towards level 4* This criteria may be varied over time to be in line with current government policy	Annual Workforce audit Existence of Personal Development Plans (or similar) for staff.

Evidence of continuous professional development training for employees	Training records	Annual workforce audit Personal Development Plan in place for staff
Work towards rigorous self-evaluation and the nurturing of reflective practice	Active engagement in Quality Monitoring process	Quality monitoring visit note Contract monitoring meeting minutes EYCA's visit notes
	Evidence of ongoing self-evaluation and continuous self-improvement	Robust improvement and development plan in place, which is regularly monitored, used and updated.
High quality Learning and Development	Children working at or beyond developmental bands appropriate to the age and stage of the child	Rigorous internal monitoring of children's progress/tracking of groups of children.
	By the end of the Foundation Stage, the percentage of children who achieve the GLD is in line with or above national Progress of vulnerable groups shows the attainment gap is closing and identifies practice to be shared	High percentage of children who have attended the setting go onto to achieve GLD Data shows achievement of vulnerable groups is good
Partnership working requirements of the contract		
Evidence of effective communication channels with key professionals with any agreed actions being implemented	Provider agrees to support visits by Torbay Council and other key professionals and any actions effectively addressed.	Bi annual contract monitoring/quality monitoring visits

Cohesive partnership working with parents, valuing them as the child's first educators	Two-way process of communication clearly seen (for example, literature available, parent's evenings held, ways of utilizing parent's knowledge and feedback used)	Visit notes from Early Years and Childcare Advisory Service
	Changes implemented after consultation / needs assessment with parents e.g. in individual plans, objective led planning, setting development plan	Self-Evaluation Form (or equivalent) and Action Plans/Improvement plans
	Percentage of parents satisfied with the service (evidenced for example through questionnaires, complaints log, positive comments, verbal feedback)	Report from Provider
Close liaison with the co-located primary school results in effective transition and improved outcomes for children.	Good transition processes are in place	Transition feedback from parents and school is positive
	Work in partnership as appropriate with school to share mutual good practice	Evidence of shared CPD Information sharing – including involvement of parents
Financial requirements of the contract		
Evidence of the continuing financial viability of the nursery.	The nursery must remain in a financial position that enables it to continue to trade at a minimum breakeven level.	Financial documentations e.g. Statement of Profit and Loss.

12 Awarding the Contract on Behalf of Other Contracting Authorities

12.1 The Authority is not purchasing on behalf of other contracting authorities.