

Volume Two (2)

Specification

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| T21813EY Zero to Five (0-5) Years Childcare / Nursery Provision |

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| 1. **About the Specification**
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This Volume Two (2) Specification and its appendices set out the Authority’s requirements for the provision The Nest Neighbourhood Nursery, Brixham.

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 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.

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| 1. **Current Service Delivery**
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## Childcare Provision at The Nest Neighbourhood Nursery, Brixham

* + 1. This Contract is for the childcare provision at the Nursery located at: The Nest Neighbourhood Nursery, Brixham C of E Primary School, Higher Ranscombe Road, Brixham TQ5 9HF.
		2. The childcare in this Contract is primarily for children aged zero to three (0-3) years as the school delivers the majority of childcare and education for those aged three to five (3-5) years in their maintained Nursery unit. However, the Contractor will have the opportunity to deliver the additional childcare required by the three to five (3-5) age range, this is presently required at either side of the school day, during holiday times and where extra capacity is required during term times where the school exceeds it’s usual attendance numbers of twenty six (26).
		3. The Nest Neighbourhood Nursery is situated in the grounds of Brixham C of E Primary School. The school is Voluntary Controlled, is well established in the community of Brixham and was judged to be an Outstanding school in their most recent Ofsted inspection. The school has a website [www.brixhamcofeprimary.torbay.sch.uk](www.brixhamcofeprimary.torbay.sch.uk%20) which provides information about the school and its ethos and vision: - “We pride ourselves on being a small, caring, family Church school where Christian values underpin the life and ethos of the school. We strive to create an atmosphere where children become happy, secure individuals who feel valued and able to make a worthwhile contribution as young citizens”.
		4. Although the Nursery is situated within the grounds of Brixham C of E Primary School it has its own entrance separate from the school. The rooms in the nursery building are currently used in the following way: designated reception area with a secure office, leading to a room for children aged two (2) to three (3) accessed through a secure door and a baby room (zero to two (0 to 2)). There is a corridor leading to the pre-school room which also contains a laundry room and staff toilets. The staff room is located off the pre-school room and is accessed by a separate entrance so as not to disrupt the activities taking place when staff have their breaks. There are also separate areas used for sleeping, baby changing, milk preparation, children’s toilets and a kitchenette as well as a free-flow outdoor play area that is separate from the outside area used by the schools’ nursery class.
		5. The School and Nursery work closely together and it is expected that this relationship will continue to be a close and productive one. The school provides the free Early Years Entitlement sessions for children, which is a total of fifteen (15) hours per week, and employs a Teacher and Nursery Nurse to provide activities during these sessions. When the number of children attending exceeds twenty six (26), the Nursery and the school have a flexible arrangement where the Nursery will either provide a member of staff to work in the pre-school room at the Nursery’s expense or will take the extra children into the room for children aged two to three (2 to 3) provided there are spaces.
		6. The Nest is currently registered under Ofsted to take up to a total of fifty five (55) children. Twenty six (26) of these places are used by the schools’ nursery class and the allocation and management of these places is determined by the school. The other twenty nine (29) places are currently used in the following way but successful contractors are invited to consider how best to use the spaces available and alternative solutions are welcomed as part of your submission:

2.3.6.1 Zero (0) months to two (2) years of age: Nine (9)

2.3.6.2 Two (2) year olds: Twelve (12)

2.3.6.3 Three (3) to four (4) year olds: Eight (8)

**2.3.6.4 Total children: Twenty nine (29)**

* + 1. The kitchenette will allow only for limited food preparation. The Nursery currently uses a private company to deliver hot meals for lunches.
		2. Refer to Appendix A for information on the characteristics of the area and the Admissions Policy for the nursery.

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| 1. **Specific Requirements**
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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:

## Service Requirements of the Contract

* + 1. This Volume Two (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 Contractor.
		2. The Contractor must deliver safe, good quality childcare for babies and children until they are five (5) years old, suitable for working mothers and fathers/carers, 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. The Contractor must have a minimum of five (5) years experience of running a childcare centre/Nursery.
		4. 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.
		5. This childcare must be registered under the Children Act 1989 or Childcare Act 2006 with the Office for Standards in Education (Ofsted).
		6. The Contractor must be able to advise who the Ofsted ‘registered person’ in your organisation is, which is the person with the ultimate responsibility.
		7. The Contractor must notify the Authority of any changes to the registered body and any changes in management or the registered person.
		8. Childcare places must be open to all, with places prioritised and allocated in line with a fair and inclusive Admissions Policy. The current Admissions Policy is available in Appendix A. Any changes to this policy need to be agreed by the school and the Authority prior to their introduction.
		9. The Contractor 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).
		10. 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. Procedure for dealing with allegations against employees and/or volunteers;
			4. Enhanced CRB disclosure process (and details of how often they are renewed and process for dealing with a positive disclosure, etc.);
			5. Learning and Development;
			6. Complaints and Whistleblowing;
			7. Risk Assessment.
		11. 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 Two (2) 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.
		12. 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.
		13. The Contractor will be expected to deliver the free childcare entitlement for eligible two, year olds as part of their childcare service and will register 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 B 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’.
		14. The Contractor may also deliver the free childcare entitlement for three (3) and four (4) year olds. However, to do this they will need to obtain agreement from the school and will need to detail how and when they will offer this and how their places will be allocated.
		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 well being 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 Two (2) 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 Nurseries.
		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 Contract must be operational from 1st September 2014, subject to Ofsted registration, the Contractor must work with the Authority to ensure the opening date is met.

## 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.
		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.
		5. The Contractor must seek registration, or continue to work with The Nest’s existing registration, with a quality assurance/quality improvement scheme in line with the principles of the National Quality Improvement Network (NQIN) (for example, The Bristol Standard) within six (6) months of the commencement of the Contract, be accredited within eighteen (18) months of starting the scheme and remain accredited for the duration of the Contract. Information about the progress towards accreditation will be requested as part of the Authority’s quarterly monitoring meetings.

## 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. The Contractor should work with the school nursery to support the planning for individual children and to aid transition between the two settings.
		3. 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.
		4. 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.
		5. 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.
		6. 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.
		7. 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.
		8. 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.
		9. The Contractor must adhere to the statutory framework of the seven areas of learning and have working practices and procedures that follow and can evidence these.
		10. The Contractor must educate children and families about healthy living and keeping active.

## 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 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 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. 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.

## 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.
		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 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.
		6. The Authority will support the Contractor in paying a proportion of the contributions to the Local Government Pension Scheme for members of staff transferred to the Contractor under this transfer. The Contractor will be required to pay a maximum contribution of five per cent (5%) of pensionable salaries for those eligible and taking up the pension on transfer with the Authority paying whatever additional employer contribution is required to make up the required contribution rate set by Devon Pensions Service.

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| 1. **Partnership Working Arrangements**
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## Partnership Working

* + 1. Underlying this Volume Two (2) 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 Two (2) Specification:
		2. 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),.
		1. Children’s Centres – it is expected that the Contractor will link with the local Children’s Centres to help and assist them in delivering what the Authority has defined as the Core Purpose for Children’s Centres in Torbay (please see Appendix C for more details regarding Children’s Centres and what they are expected to achieve in Torbay). The Contractor will also help parents and families access services made available by Children’s Centres in Torbay.
		2. Brixham Church of England Primary School – the Contractor will need to engage effectively with the school to ensure that the children in their care are well supported and that work is planned to link the school nursery and The Nest as much as possible. Please see Appendices D and H for details about the school, it’s aims and objectives, it’s ethos and how it currently works with The Nest.
		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.
	* 1. Links to appropriate services within the Authority:
3. 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.
4. 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.
5. 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.
6. 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.
	* 1. 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.
		2. Work in partnership with 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.
		3. 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.
		4. 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.
		5. The Contractor 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.
		6. 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.
		7. 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:
7. Children in workless households
8. Lone parents/carers
9. Fathers and family men
10. Teenage mothers and pregnant teenagers
11. Children in Black and Minority Ethnic families
12. Disabled children and children of disabled parents/carers
	* 1. 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.

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| 1. **Operational Requirements**
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## 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. TUPE consultation process with the transferring staff, advising the Authority of any proposed TUPE measures as early as possible during the process;
			2. Induction process with the transferring staff;
			3. Delivery of any additional training identified as being required by any and all staff;
			4. Purchase any additional equipment as necessary;
			5. Make contact with partner agencies with whom your organisation has identified it will work;
			6. Any other activities ubiquitous with a handover of a Service of this nature.

## Staffing Requirements

* + 1. Under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) when a work or business changes hands from one employer to another the principal terms of employees’ rights are protected. The regulations are designed to protect the rights of employees in a transfer situation enabling them to enjoy the same formal terms and conditions, with continuity of employment.

This means that employees employed by the previous employer (the ‘transferor’) when the transfer takes effect automatically become employees of the new employer (the ’transferee’) on the same terms and conditions. The TUPE regulations provide limited opportunities for the transferee or transferor to vary with the agreement of the employee concerned, the terms and conditions of employment contracts. Harmonisation of terms and conditions of employment is not lawful.

* + 1. Therefore, the Contractor must abide by TUPE regulations and all statutory regulations and guidance governing transfers of staff.
		2. The Contractor shall indemnify the Authority against all expenses arising out of any claim made by any employee or former employee of the Authority or existing Contractor (who, as a result of the operation of TUPE, or subsequent amendments, transferred to the employment of the Contractor) or by the existing Contractor itself, which results from any act or omission of the Contractor.
		3. The Contractor shall not bring any claim against the Authority in connection with TUPE or any subsequent amendments to such regulations.
		4. The base data of staff that will transfer under TUPE can be found in Appendix O.
		5. The Contractor shall seek to become a member of the Local Government Pension Scheme (LGPS) by means of an admitted body admission agreement with Devon County Council Pension Service or provide staff with a broadly equivalent pension scheme.
		6. Any costs associated with the transfer of staff to the contractor will be solely the responsibility of the contractor. This includes any costs of transferring staff to the LGPS or a broadly comparable scheme if this option is selected.
		7. The Contractor is liable for the following principal terms of employment for each member of staff who will transfer under TUPE, which is as follows but not limited to:
			1. Probationary period;
			2. Retirement age;
			3. Pension arrangements;
			4. Periods of notice;
			5. Current pay agreements;
			6. Any agreed pay settlements yet to come into effect;
			7. Working hours;
			8. Annual leave entitlements;
			9. Sick leave arrangements;
			10. Maternity/paternity leave arrangements;
			11. Special leave arrangements;
			12. Terms and conditions of transfers;
			13. Season ticket loan - if provided;
			14. Car leasing scheme - if provided;
			15. Any relevant collective agreement;
			16. Sporting, social, welfare or other facilities provided which may be asserted employment benefits of staff;
			17. Facility time and facilities provided for trade union officials and health and safety representatives.
		8. 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.

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 **Error! Reference source not found.**.

* + 1. The following documentation will be made available to the Contractor as part of the Contract set up process:
			1. Provide samples of offer letters;
			2. Statement of particulars;
			3. Sample contract of employment;
			4. Staff handbook;
			5. Employment practices and procedures;
			6. Collective agreements;
			7. LGPS Pension scheme and employee handbook;
			8. Details of Devon County Council Pension service – the scheme administrator;
			9. Details of equal opportunities policies and any positive action strategy in place.
		2. Commitment that the Contractor will inform the Authority of any TUPE measures it envisages with regard to the employees formally in writing within ten (10) working days of contract award notification;
		3. Agree any indemnities;
		4. Commitment that the Contractor will continue to supply employee information throughout the length of the Contract so that it can monitor compliance on employee matters;
		5. The Authority has the right to enforce terms of the Contract if the Contractor fails to meet its obligations;
		6. The Authority reserves the right to disqualify the Contractor from participating in future Tender opportunities if necessary, if it fails to meet its obligations.
		7. 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.

5.2.16 All supervisors and managers must hold a full and relevant level 3 qualification (as defined by the Children’s Workforce Development Council) and managers must also have or be working towards level 4 qualifications in Early Years or equivalent.

5.2.17 It is expected that half of the staff have achieved level 2 qualifications in Early Years or equivalent. In time, the qualification of all practitioners providing Early Years provision must rise to level 3.

5.2.18 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.

* + 1. The Contractor must provide an inclusive service and staff must be appropriately trained and attend regular forums to support the children and their families.
		2. 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.
		3. 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.
		4. The Contractor must ensure that all staff are competent in working with parents/carers.
		5. All staff must receive regular supervision and be held to account through appropriate performance management / appraisal procedures.
		6. The Contractor must ensure that staff from the Nursery are able to attend the Authority’s termly Early Years Childcare and Advisory Service Forum.
		7. Induction, training and staff development across professional boundaries should be encouraged by the Contractor.
		8. The Contractor must maintain Service levels at all times and must have arrangements in place for times of temporary or protracted staff shortages.

## 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 Nurseries.
		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 I, ‘*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 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.
		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 January 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
			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.

## 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 ??
		9. The annual rent is peppercorn. 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. Refer to Appendix F for the Equipment List for the Contract.
		11. It is the Contractor’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.
		12. 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.
		13. Shared use of any Facilities will be covered in separate agreements between the Contractor and the other parties involved.

## Legal Requirements

5.5.1 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.

5.5.2 The Contractor must notify the Authority of any changes to the registered body and any changes in management.

5.5.3 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.

5.5.4 The Contractor must ensure that it meets all legal requirements associated with the delivery of the services it provides.

* + 1. In cases where the overall provision is judged by Ofsted to be Inadequate, the Contractor will be removed from providing the service.

5.5.6 The provision must be operational from 1st September 2014, subject to Ofsted registration. The Contractor must work with the Authority to ensure the opening date is met.

## 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.

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 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 Contractors an idea of the type and scope of information the Authority will be looking to collect / monitor.

* + 1. The Contractor will be responsible for the collection of any data required by the Authority.
		2. In cases where the overall provision is judged by Ofsted to be Inadequate, the Contractor will be removed from providing the service.
		3. 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.
		4. 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.
		5. The Authority reserves the right to seek feedback from key delivery partners (schools, parents, etc) to determine the effectiveness of any partnership arrangements.

## 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 your organisation and the Service 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:

5.7.8.1 Support and advice throughout the Ofsted registration process;

5.7.8.2 Business management and financial planning;

5.7.8.3 Assistance in supporting children identified as having additional needs;

5.7.8.4 Other support services could be made available by negotiation / on request if a specific need is identified by the Contractor.

## Non Compliance of Contract Requirements

* + 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 (for providing the free entitlements to children) 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.
		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. 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.
		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.
		5. 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.
		6. In cases where the overall provision is judged by Ofsted to be Inadequate, the Contractor will be removed from providing the service.
		7. 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
		8. 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 any funding it provides or terminate the Contract. If the decision is taken to terminate the contract, the Contractor will be 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 withholding funding, as set out in section 5.9 The Contractor will be notified of such a decision in writing
		9. The Authority has a duty to raise the quality of provision in Early Years providers and the support they can provide is set out at section 5.7 Support from the Authority within this Volume Two (2) Specification.
		10. These procedures are separate to and not reliant upon Ofsted processes and they may take place at any point during the Ofsted processes.

## Appeals Procedure

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

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 LA 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:

* Introductions
* The Authority will be invited to explain the reasons behind its proposal
* The Contractor may question the Authority’s representatives after they have spoken
* The Contractor will be invited to explain its grounds of appeal against the Authority’s proposal
* The Authority may question the Contractor after its representatives have spoken
* The panel may ask questions at any point
* The Authority will then be invited to sum up the reasons behind its proposal
* The Contractor will then be invited to sum up its grounds of appeal
* Both the Contractor and the Authority’s representatives will then leave together while the panel makes its decision
* 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.

## 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.

## Hand Back Conditions of the Assets

* + 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.
		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. All elements of the assets shall be free from material or significant defects.

## 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.

## 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 Contractor shall comply in all respects with the provisions of the Data Protection Act 1998 as amended and will indemnify the Authority against all actions, costs, claims proceedings or demands that may be brought or made against the Authority under the Act which arises from the improper use disclosure or transfer of personal data by the Contractor.
		4. The Contractor 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.
		5. When required to do so by the Authority, the Contractor 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.

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| --- |
| 1. **Mandatory Requirements**
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* 1. **Requirement:** The Contractor must have a minimum of five (5) years experience of running a childcare centre/Nursery, as per 3.1.3 of Volume Two (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.

* 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 3.1.4 of Volume Two (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.

* 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 3.1.6 of Volume Two (2) 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 3.1.11 of Volume Two (2) Specification:
* Safeguarding / Child Protection Policy and procedures;
* Staff recruitment / induction policy / safer recruitment policy and procedures;
* Employee handbook;
* Enhanced CRB disclosure policy and process (and details of how often they are renewed and process for dealing with a positive disclosure etc);
* Complaints and Whistleblowing policies
* Procedure for dealing with allegations against employees and/or volunteers;
* 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).

* 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 3.2.1 of Volume Two (2) 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 seek registration with a quality assurance/quality improvement scheme in line with the principles of the National Quality Improvement Network (NQIN) (for example, The Bristol Standard) within six (6) months of the commencement of the Contract. The Contractor should be accredited within eighteen (18) months of starting the scheme and remain accredited for the duration of the Contract, as per 3.2.7 of Volume Two (2) 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 check prior to commencement on the Contract / in post and that this is renewed every three (3) years as a minimum, a per 5.3.16 of Volume Two (2) 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 July 2012, subject to Ofsted registration, as per 5.5.6 of Volume Two (2) Specification.

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