

***STATEMENT OF REQUIREMENTS***

***AND AGREEMENT INFORMATION***

***Provision of Childcare***

***Early Learning & Childcare for 2, 3 & 4 Year Olds***

***CONTRACT NO: 10441***

***August 14th 2023 to August 14th 2024***

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APPLICATION INFORMATION

Fife Council is committed to providing information about our procurement processes in order to help organisations who may wish to apply for Fife Council business. For further advice or information, you may wish to view the following link: [Supplier Information](http://www.fifedirect.org.uk/publications/index.cfm?fuseaction=publication.pop&pubid=01DE6F59-E858-D745-563745B7E3311AD4)

Applicants should note that once they have submitted an application offer, they have the right to withdraw their offer or part of an offer. A decision to withdraw an offer or part of an offer should be communicated in writing direct to the Head of Procurement, Fife Council, Procurement, Fife House, North Street, Glenrothes, Fife, KY7 5LT.

Applicants who have submitted a qualified offer shall be provided with an opportunity to remove the qualification. Applicants requiring to remove a qualification should communicate this in writing direct to the Head of Procurement, Fife Council, Procurement, Fife House, North Street, Glenrothes, Fife, KY7 5LT.

This application document and the information it contains are confidential and may be used only for the purposes of preparing and submitting a response to this document.

**FIFE COUNCIL IS AN OFFICIAL LIVING WAGE EMPLOYER**

Fife Council has pushed forward in its aim to create a Fairer Fife by having achieved accredited Living Wage employer status.

Paying the voluntary Living Wage means that every member of staff in the council earns not just the minimum wage but the Living Wage, an hourly rate set independently and updated annually, based on the cost of living in the UK. There are currently 2,545 Fife Council employees receiving the Living Wage.

The council has pledged to help create a Fairer Fife and do things differently by 2030. It is working together with communities, businesses and its other partners to create a Kingdom that is better for everyone.

Council Leader, David Ross said: “I am very pleased that the Council has now achieved this status as an accredited Living Wage employer. This demonstrates our clear commitment to addressing low pay in the public sector and beyond as we work towards creating a fairer and more prosperous Fife for everyone.”

“There is clear evidence that those on lower incomes tend to spend a greater proportion of their wages locally, so by putting more money in their pockets we are also helping the local economy.”

The Living Wage is set nationally and becoming an accredited Living Wage Employer means the council is committed to keep paying it as it increases in the years ahead.

However, to become an accredited Living Wage Employer, an organisation must consider more than its own workforce. Any regularly contracted staff working for the council should also be paid the living wage.

Steve Grimmond, Chief Executive of Fife Council, said: “Our procurement team has worked with around 250 contractors to establish if they already pay the living wage and, if not, to discuss with them how they may achieve this in the future.

“Like others, we have financial challenges to address but we see Scottish Living Wage Accreditation as a positive step for the organisation and our workforce, helping us attract, retain and motivate people who put excellent service delivery at the heart of what we do. The research indicates that there are strong benefits for employers and employees through adopting the Living Wage”

Steve Grimmond continues: “We’re Fife’s largest employer and it’s vital that we continue our commitment to make a positive difference to people’s lives and show our commitment to that as part of a wider strategy to extend the practice.”

You can find out more about the Living Wage by visiting [www.scottishlivingwage.org](http://www.scottishlivingwage.org).

It may therefore be relevant to the application exercise that we ask you about the Living Wage and other Workforce Matters, and how your organisation would be willing to work with us in this area and help us to meet our above stated aims.

**CONTRACT OVERVIEW**

**Brief Overview of Requirement**

The Early Years Team (Education) of Fife Council is looking to receive applications from nurseries, playgroup & childminders interested in supplying the required services of funded early learning and childcare, on an ongoing basis. This is to ensure adequate provision of service across Fife.

This procedure shall be carried out by Fife Council in accordance with the Public Contract (Scotland) Regulations 2015, The Procurement Reform Act, and is covered by the ‘light-touch’ regime.

**Proposed Timetable**

|  |  |
| --- | --- |
| **Action** | **Planned Date** |
| Application Issue | 6th July 2023 |
| Application Return | At any point during the open agreement. However, you have to submit your application before the dates listed below to allow time for your application to be processed before each academic entry point.  14th July 2023 for partnership by 14th August 2023.  1st December 2023 for partnership by 4th January 2024  1st March 2024 For partnership by 15th April 2024 |
| Application Evaluation | Within 4 working weeks of submission of Application |
| Award decision notified to all Applicants (*estimated*) | Week following Application Evaluation |
| Contract start date (*estimated*) | 14th August 2023 |

This timetable is intended as a guide and, whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

**Period of Contract**

The Open Agreement is for a period of 12 months, from 14th August 2023 to 14th August 2024 with an extension a further extension of 24 months, if required.

Private nurseries, playgroups and childminders may apply to be part of the Open Agreement during the life time of the agreement from 14th August 2023 to 14th August 2024

# The Council will reserve the right to terminate a Contract with any provider who fails to maintain principles listed in ‘Funding follows the child and the national standard for early learning and childcare providers: principles and practice’: <https://www.gov.scot/publications/funding-follows-child-national-standard-early-learning-childcare-providers-principles-practice/>

**Operation of Contract**

This Agreement will be awarded to multi suppliers across Fife area.

**Price**

The Early Years Team will pay an hourly rate of £6.52 per child for the delivery of funded early learning and childcare.

An additional amount of £0.40 per hour will be paid for the provision of a free meal.

The total amount per hour a provider will receive for delivering funded early learning and childcare will therefore be £6.92 for academic year 2022-23. This rate will be reviewed periodically in line with ‘Funding follows the child and the national standard for early learning and childcare: guidance for setting sustainable rates from August 2020’ and Scottish Government funding levels for delivery of early learning and childcare.

This is based on Early Years Team approved budget for this requirement. The costs shall be approximately £2.3 million for childminders and £5.8 million for private nurseries and playgroups.

**Applying for Admission on to the Open Agreement**

Private nurseries, playgroups and childminders are required to submit their Application to:

[earlyyears.manager@fife.gov.uk](mailto:earlyyears.manager@fife.gov.uk) or by post to:

Early Years Team

Education and Children’s Services

Fife Council

4th Floor South

Rothesay House

Rothesay Place

Glenrothes

Fife

KY7 5PQ

Tel: 01592 583568

Applicants must complete questions in Part A of the application form and email this to the above email address, along with the evidence requested in Part B of the application form.

It is the Applicant’s responsibility to ensure that the Application is fully completed and submitted. Failure to answer and complete the Application will result in the Council rejecting the Application as a Fail / Non-compliant submission.

Failure to complete and submit any required documentation will result in the Council rejecting the Application as a Fail / Non-compliant submission.

The Council is under no obligation to consider partial submissions and the information supplied in the Application will be checked for completeness and compliance. The Council expressly reserves the right to require an applicant to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Application process. However, the Council is not obliged to make such requests.

Applicant may submit their Application at any time in the duration of the Open Agreement Period.

**Application Completion Information**

Applicants should ensure that they familiarise themselves with documents

Failure to disclose information relevant to this application or serious misrepresentation in relation to the information disclosed may result in your exclusion from this application process or the termination of any contract that may be awarded to you.

Questions during Application process

Applicants seeking clarification of any of the information contained within the application documentation should submit their questions via [earlyyears.manager@fife.gov.uk](mailto:earlyyears.manager@fife.gov.uk)

Application Return

Applications can be submitted at any point during the term of the Agreement. Application submissions must be submitted to [earlyyears.manager@fife.gov.uk](mailto:earlyyears.manager@fife.gov.uk) or by post to:

Early Years Team

Education and Children’s Services

Fife Council

4th Floor West

Fife House

North Street

Glenrothes

Fife

KY7 5LT

Application Evaluation Panel

The evaluation of application submissions will be undertaken by a panel representing relevant areas of expertise across Fife Council.

Examination of Application Submissions

Where examination of an application submission reveals obvious errors or discrepancies which would affect the application sum, these errors will be dealt with in the following manner:

* Any arithmetical errors will be rectified by the appropriate officer checking the application submission and shall be held to be the amount as rectified and the applicant informed of the corrected amount;

Unclear Application and Errors

The Council accepts no responsibility for identifying any clerical errors or misunderstandings in any application submission. Applicants must therefore ensure that the content of their application submission is complete and accurate.

Incomplete Application

Applicants must ensure their application submission has been properly completed and all information requested in the application documents has been clearly and accurately provided, as failure to do so may result in the application not being considered.

Clarification of

Where the Council deems it appropriate to seek clarification in respect of an application submission, the clarification information sought must be provided to the Council within the stipulated timescale.

If in the opinion of Fife Council, the applicants fail to provide an adequate response to one or more points of clarification, the application may be excluded from progressing further in the process.

**Terms & Conditions of Contract**

Fife Council Terms and Conditions for the Purchase of Childcare services will apply to this Contract and are attached.

**BACKGROUND/SCOPE OF THE REQUIREMENT**

**Purpose**

The purpose of this Open Agreement is to provide a flexible solution to allow Fife Council to receive applications from private nurseries, playgroup and childminders interested in supplying funded early learning and childcare to eligible children, on an ongoing basis.  This is to ensure adequate provision of service and choice for parents throughout Fife.

The Open Agreement consist of two lots:

* Lot 1: Nursery Services (including private and third sector services)
* Lot 2: Childminding Services

This procedure shall be carried out by Fife Council in accordance with the Public Contract (Scotland) Regulations 2015, The Procurement Reform Act, and is covered by the ‘light-touch’ regime.

**Background**

The Children and Young People Bill was introduced to Parliament on 17 April 2013. The Bill was passed by the Scottish Parliament on 19 February 2013, and it received Royal Assent on 27 March 2014, making the Bill an Act of the Scottish Parliament.  The Act and accompanying documents have been published on the Scottish Parliament website.  ([Read more about the Children and Young People (Scotland) Act](http://www.scottish.parliament.uk/parliamentarybusiness/Bills/62233.aspx))

The Act allows the Scottish Government to put children and young people at the heart of planning and services and ensure their rights are respected across the public sector.

The Scottish Government priorities are to:

* Improve outcomes for children, especially those who are more vulnerable or disadvantaged.
* Support parents to work, train or study; or, provide opportunities for employment or family support.

In the context of early learning and childcare, the Act has served to strengthen the role of early years support in children’s and families’ lives.

The Scottish Government amended the act in August 2019 to increase the amount of funded Early Learning and Childcare entitlement to 1140 hours per year from August 2020 for each eligible child (pro rata for those stating part way through a year).

The following children will be eligible for the 1140 hours per year of early learning and childcare from August 2020:

* All 3 and 4 year olds, starting from the first day of term after their third birthday in line with the qualifying dates below:
  + 1 March – 31 August:  Term starting in August
  + 1 September – 31 December: Term starting in January
  + 1 January – 28/29 February:  Term starting in April
* 2 year olds from their 2nd birthday who are looked after, under a kinship care order or with a parent appointed guardian.
* 2 year olds, starting from the first day of term after their 2nd birthday in line with the dates given above for 3 and 4 year olds (or the term after they become eligible, if later) where their parents / carers are in receipt of the following benefits:

Children normally stop being entitled to early learning and childcare (ELC) at the start of the academic year in which they would be expected to start school (between the ages of 4 ½ and 5 ½ at the start of the academic year).  In certain circumstances, where pre-approval has been given by the Early Years Team in Fife Council in line with Fife Council’s Deferral Policy, children who are due to start school may be awarded an additional year of funded ELC.

As well as offering an increased number of hours of early learning and childcare, the hours must be offered in a way that allows parents some choice and flexibility over what pattern of hours they can get.

Eligibility criteria may be subject to change by the Scottish Government.

**SPECIFICATION & REQUIREMENTS**

**General Responsibilities of the Provider**

The Provider shall:

* Maintain the requirements listed in the ‘Funding follows the child and the national standard for early learning and childcare providers: principles and practice’

<https://www.gov.scot/publications/funding-follows-child-national-standard-early-learning-childcare-providers-principles-practice/pages/4/>

* Offer a maximum number of places each year as agreed with Fife Council, where children will be entitled to receive funded Early Learning and Childcare (ELC) in their establishment.

* Offer a maximum of 1140 hours of funded ELC to each eligible child. This will be a pro-rata amount for children that become eligible for funding part way through an academic year. Children will become eligible for funding at different points of the year in line with the qualifying dates shown below:
  + All 3 and 4 year olds, starting from the first day of term after their third birthday in line with the qualifying dates below:
    - 1 March – 31 August:  Term starting in August
    - 1 September – 31 December: Term starting in January
    - 1 January – 28/29 February:  Term starting in April

* + Eligible 2 year olds (as ratified by a Fife Council admissions panel, as per the ELC Admissions Policy)
    - 2 year olds from their 2nd birthday who are looked after, under a kinship care order or with a parent appointed guardian.
    - 2 year olds, who meet the Scottish Government criteria listed above for families in receipt of qualifying benefits starting from the first day of term after their third birthday in line with the qualifying dates below:
      * 1 March – 31 August:  Term starting in August
      * 1 September – 31 December: Term starting in January
      * 1 January – 28/29 February:  Term starting in April

If an eligible child is attending a Fife Council Early Learning and Childcare Provider in addition to a Partner Provider, then the amount they are eligible to claim at the partner provider will be reduced by the number of hours of ELC they receive at the Fife Council provider. If an eligible child attends more than one private nursery, playgroup or childminder then the parent must indicate how they wish to split their funded hours and only claim the agreed amount at each provider up to a maximum of 1140 hours across all providers per annum.

* Offer funded ELC over a minimum of 38 weeks of the academic year, with a maximum of 10 hours of ELC being provided across all providers attended by that child each day.
* Provide the following information to any person making an enquiry with a view to securing a place or who already has a place for a child at their establishment:
  + Admission policy.
  + The system for reporting children’s progress to parents.
  + A statement that shows a complaints procedure exists and details on how to get further information about it.
* It is expected that, as a condition of the Contract, the Provider will offer a maximum of 1140 hours of funded ELC per annum, without the requirement for parent/carers to purchase additional paid care from the provider, if the so wish. There should be no top up fees charged to parents relating to the provision of the funded element of ELC for any child.
* Provide one meal per day as part of the funded entitlement where no charge is made to the parent/carer, in line with setting the table guidance and ensuring that all relevant environmental health regulations are complied with. If the child attends more than one provider in any given day, then an agreement must be reached between the providers as to who will provide a free meal that day as part of the funded entitlement.
* Maintain a Personal Learning Journey for all funded children in accordance with Council guidance.
* Maintain an attendance register for every eligible child receiving ELC funding at the Provider.
* Ensure no child shall be given corporal punishment by any person employed by or connected with the Provider.
* Make the following information available to interested parties on request:
  + Qualifications held by staff and policy for staff training.
  + Positive behaviours policy.
  + Health and safety policy.
  + Child protection policy.
  + Equalities policy.
  + Provision made for children with additional support needs.
  + Complaints policy and procedure.
* Comply with the regulations and inspection requirements of both the Care Inspectorate and Education Scotland (HMIE) and notify Fife Council of the results of any inspection within 3 working days of receiving the draft results of any inspection.
* Comply in all respects with the provisions of the Protection of Children (Scotland) Act 2003.
* Make available to any person authorised by the Scottish Government such information and/or documentation relating to Early Learning and Childcare in respect of which payments are made, as may be required for the purpose of conducting research into Early Learning and Childcare.
* Comply with the provisions of the National Minimum Wage Act 1998 and the Working Time Regulations 1998.

**General Responsibilities of Fife Council**

The Council undertakes to perform the following obligations:

* To notify the Provider of any concerns regarding the quality of provision identified by local authority officers, Education Scotland or the Care Inspectorate. The Provider will be notified in writing and invited to discuss these concerns. The Provider will also be given a reasonable opportunity to improve their performance following such notification.
* To ensure that the Provider is included in relevant and appropriate Council meetings.
* To ensure access by the Provider to relevant Council documents, insofar as this would comply with the Data Protection Act 1998.
* The Council will ensure that the Provider has access to the Council Educational Home Visiting Team for advice and support. The Provider will be able to access the support for children with additional support needs.

**Child Protection Responsibilities**

The Provider will have full responsibility regarding the current child protection issues and have appropriate procedures in place to deal with them. The Provider will:

* Comply with Fife Council child protection policy and procedures and will adopt the child protection guidelines followed by the Council.
* Ensure that the child protection policy and procedures are available to, and understood and complied with, by all staff and parents.
  + Ensure all staff receives appropriate training in child protection.
  + At all times be registered under the Regulation of Care (Scotland) Act 2001 and will comply with all requirements of the Care Inspectorate. The Provider must maintain, at all times, the staff/child ratios required by the Care Inspectorate and set out in the registration certificate of the Provider.
* Ensure that PVG (Protection of Vulnerable Groups) memberships are obtained in respect of all staff, whether paid or voluntary, and are exhibited to the Council on demand.

**Quality Assurance and Support**

The Council will provide quality assurance and support to the provider. This is currently done through EQUIP (Early Years Quality Improvement Team) and by providing access to a qualified teacher. This quality assurance and support will include;

* Support for self-evaluation using the “How Good is Our Early Learning and Childcare” – National quality indicators and self-evaluation guidelines.
* Support for implementation of Curriculum for Excellence
* Visits to the Provider to share in learning and teaching and to monitor provision and progress.
* Support for Standards and Quality and Improvement planning; and support for staff development.
* Monitor the progress of the Provider towards the annual Improvement Plan.
* The Council will offer access to training courses.

The Provider will ensure that staff attend suitable training courses relating to priorities in the improvement plan and appropriate national or Council initiatives.

The Provider will submit a Standards and Quality report and Improvement Plan to the Council in June of each year. This should be completed in the required council format provided to the Provider by EQUIP and returned electronically to the Council (Early Years Team).

**Additional Support Responsibilities**

A very small number of children face difficulties which are long term, requiring more help than is usual. Their progress will need to be kept under regular review by the centre and by other professionals and parents.

Any child within your establishment who has an additional need should have appropriate planning using GIRFEC – SHANARRI headings forming an Individual Support Plan (ISP) or Co-ordinated Support Plan (CSP) as agreed. The provider is responsible for keeping records up to date and calling regular review meetings.

If your provision has a child who has an ISP or CSP, you must be familiar with the relevant legislation and with requirements set out in the child's plan.

**Confidentiality**

The Provider and its staff and volunteers (if any) shall regard as strictly confidential and as such shall not disclose to any unauthorised person either at any time during or after the duration of this Contract any information obtained in relation to the Council or any child accessing the service. The Provider shall not use any such information other than as specifically required for the purposes of performing its obligations under the Contract.

The Provider shall comply with the provisions of GDPR & Data Protection Act 1998 and in particular warrant that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

The obligations of confidentiality shall survive the termination of the Contract.

Subject to any requirement to disclose information in terms of its statutory duties, including but not restricted to the Freedom of Information (Scotland) Act 2002, the Council shall also maintain the obligations of confidentiality in relation to any child accessing the service and in relation to the Provider.

**Payments and Services**

It is the responsibility of the Provider to ensure that claims for ELC funding are only submitted for children eligible to receive funding at their setting. The rate of payment to the Provider is a fixed rate of £6.52 per hour.

The Council will provide a copy of an application form of declaration to the Provider for parents/carers to complete and return to the Provider. Parents/carers should complete a separate application form for each eligible child, confirming what sessions they are claiming for. This should also list if they are receiving funded ELC at any other provision. Application forms and supporting documents must be checked by the provider to confirm eligibility of the child.

**Payment Periods**

It is the responsibility of the Provider to submit applications for ELC funding within the specified payment periods. Payments will be processed manually by the Central Early Years Team.

There are 4 payment periods where funding for eligible children will be made by Fife Council directly to the Provider. Payments will be made in line with a payment schedule sent out to providers each year.

Where an eligible child starts with the Provider part way through a payment period, a retrospective payment for the number of weeks attended during that period will be included in the next payment due to the Provider.

Payments are subject to confirmation of the attendance of each child.

In the event of an overpayment of ELC funding, the sum equal to the amount of the overpayment shall be repayable to the Council, either through adjustment to the Providers next scheduled payment or **within fourteen days** of the Provider’s receipt of a written demand from the Council. Some examples of overpayment include where a child is not eligible for the amount claimed due to attending another ELC facility in addition to the Provider or where a child leaves the Provider part way through a payment period.

All payments received should be used to provide funded Early Learning and Childcare for the period claimed.

**Parental Fees**

The Provider must have a clear billing system which details the amount of ELC funding received by each eligible child. **No additional top up fees can be charged to parents in respect of the funded hours claimed for each child.**

The Council’s only liability is to make payment of ELC funding to the Provider. All other liabilities or claims in connection with the Service are the sole responsibility of the Provider.

**Monitoring of Payments**

The Council will monitor carefully the financial arrangements relating to funded ELC. The Provider is required to keep clear accounts of all monies received for funded ELC and all monies issued to parents. The Provider may be asked to produce these accounts to ensure that appropriate use is being made of the funding.

Annual audited accounts shall be made available upon request. (A verified statement of income and expenditure in respect of amounts paid under early learning and childcare in case of a non-charitable, private business).

Council officers and the Scottish Government accounting officer and auditors shall also be allowed access to any financial and other information and records deemed by them to be relevant.

Financial viability inspections may be carried out by the Council at any stage during the term of this Contract on giving not less than 2 days’ notice to the Provider. The financial inspection shall consist of:

* Inspecting records of attendance/absence at each session for each child for whom ELC is claimed.
* Ensuring records numbers of eligible children concur with returns made to the Council.
* Looking at records to ensure that eligible children receive the correct amount of ELC provision as identified in Section 2 – General Responsibilities of the Provider.

Should any financial irregularities pertaining to the administration of the grant be identified, the Council reserves the right to request a full financial audit, and closely monitor the Provider’s administration of future grants, or to terminate the Contract.

**Contract and Account Management**

The provider must confirm the person within their organisation who shall act as the single point of contact for the Council during the Contract Period.

The Council is seeking to establish a strong working relationship with the Provider and, in so doing, expects a high level of performance from the Provider throughout the Contract Period.

For the avoidance of doubt, the Provider’s staff (which term shall include all volunteer, sub-contracted and trainee staff) shall not be deemed to be employees or agents for the Council and the Provider shall at all times be liable for their actions and further, shall indemnify and keep the Council indemnified in respect of any costs, claims, proceedings, loss or damage whatsoever in respect thereof.

Without prejudice to all other remedies available to the Council, in the event of the Provider failing to provide funded ELC to the reasonable satisfaction of the Council, the Provider shall be obliged to repay to the Council the proportion of the funded ELC relating to the Service which was not performed to the Council’s satisfaction and such repayment shall be due **within fourteen days** of the Provider’s receipt of a written demand for same from the Council.

If the provider comes under new management, then the new owner/manager will be subject to a best value assessment. This will assess whether the new owner/manager would have met the original criteria of the application assessment process and that they are able to continue to meet all the terms and conditions of the contract. If the assessment shows that this is not the case, then the contract will be subject to termination.

**Insurance**

Private nurseries, playgroups and childminders will be required to provide evidence of appropriate insurance policies prior to commencement of the Agreement. The values of the policies must be as follows:

**Employers (Compulsory) Liability Insurance - £10million** (May not be applicable where there are no direct employees)

Public Liability (including Product Liability where appropriate) **–** £5 million

**Statutory Third Party Motor Vehicle Insurance which includes business use** (only where Applicants will use their vehicles when undertaking activities under the Contract) please see Part A document.

**Payment System**

Providers should register as supplier on the relevant Fife Council payment system.

**Complaints Procedures**

The Provider must operate a complaints procedure for parents/carers. In terms of this procedure, the following actions should be taken:

* A statement of how complaints can be made and how will they will be dealt with must be written in plain language and displayed in the premises.
* Complaints should be accepted orally, electronically or in writing.
* Reasonable time limits should be set for dealing with complaints and simultaneously, the complainer in each case must be informed of these time limits.

The Provider must keep a register of all complaints received in respect of the Service and make the register available to officials from Education Scotland and any other body authorised in connection therewith by the Scottish Government. This register should hold the following information:

* The date and form of the complaint i.e. oral, electronically transmitted or written.
* The name of the person making the complaint.
* A brief description of the nature of the complaint.
* A note of any action to be taken as a result of the complaint and the date(s) when such action was taken.

It is imperative that (a) the Provider should immediately notify the Council of any complaints being investigated by the Care Inspectorate and of any action or outcomes resulting there from, and (b) if any information regarding the identity of an employee of the Provider is required by the Council in relation to any complaint, the Provider shall provide the relevant information to the Council.

**Termination of Contract**

Termination by Notice

* Either party may terminate this Agreement by providing **three months written notice** to the other party or such shorter period as may be agreed in writing by both parties.

Termination for Cause

The Council may terminate this Agreement without notice if the Provider:

* Persistently fails, after reasonable support and notice has been given, to provide Early Learning and Childcare in accordance with this Agreement.
* Has its registration with the Care Inspectorate terminated or fails to comply with the Regulation of Care (Scotland) Act 2001, whether or not its registration is terminated as a result.
* Does not have any registration, licence or other permission to operate which is required by this Agreement, by the Scottish Government or by any law or regulation.
* Has a receiver appointed or goes into liquidation (other than for reconstruction or amalgamation), or passes a resolution for voluntary winding up or, if the Provider is not incorporated, if any partner or individual becomes bankrupt or apparently insolvent or signs a trust deed for creditors.

**Transition Process**

The provider must assist the current provider of this Service to ensure there is no break in service or interruption to employee service whilst the data is being transferred and implemented

At the end of the Contract period, the provider must be aware that a new provider may be awarded this Contract, therefore, the provider shall be required to manage the transition between the existing Contract and the new Contract, to ensure that no break in service is experienced by the current scheme users in Fife Council. To allow this, it shall be the provider’s responsibility to provide all data to any new provider at the end of this Contract period.

**Security**

The Providers must take account of security requirements and ensure that the premises are securing whilst children are in the building.

**Health and Safety**

All items within the provider’s premises should be in compliance with Health and Safety procedures.

The provider should be familiar with the standards, regulations and legislation, and ensure that all items, equipment and furniture within the provider’s premises will comply with the requirements of the relevant standards, regulations and legislation.

Statutory requirements: some specific legislative requirements are outlined below:

* The Management of Health and Safety at Work Regulations.
* The Furniture and Furnishings (Fire) (Safety) Regulations.
* The Workplace (Health, Safety and Welfare) Regulations.

**Submission of your application confirms your agreement to the above.**

**METHOD OF EVALUATION**

**Evaluation and Selection**

Evaluation of Applications will be undertaken by officers of the Council who will follow a systematic and comprehensive process using the selection criteria.

The Council expects to make a decision on selection to enter the Open Agreement within 28 working days of receipt of submission of an application.

The decision will be based on the evaluation of Part A along with the evidence requested to comply with Part B

The evaluation will be pass and fail basis and you must pass all the question, any fail the application will be excluded from any further evaluation.

Applicants selected by the Council to enter into the Open Agreement shall be notified in writing, or via email.

Applicants that have not been successful in entering into the Open Agreement shall also be notified in writing or via email.

Admission on to the Open Agreement shall not:

* be a guarantee for any award of child places
* provide any guarantee of business
* constitute a Contract nor the authorisation to supply Goods or Services to the Council nor carry out any Work on behalf of the Council

Applicants should note that the Council reserves the right to terminate this procedure. They should also note that, should they be successful in being selected to enter into the Open Agreement, the Council reserves the right to terminate the selection, if at any time it is discovered that the Applicant made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the application process.

**Selection Criteria**

An applicant’s completion of the application questions will give the selection outcome.

Such questions should include, but are not limited to, questions in relation to company policies, accreditations and memberships, or specific technical abilities in relation to the services to be submitted for and are considered essential criteria to enter the Open Agreement

**SCORING KEY:**

**Scoring will be pass and fail basis and you must pass all the question, any fail the application will be excluded from any further evaluation.**

All applicants shall be notified by Fife Council of the award decision once the evaluation process is fully completed.

**QUESTIONS FOR ASSESSMENT OF AWARD CRITERIA**

Applicants must complete questions in Part A of the application form and email this to the above email address, along with the evidence requested in Part B of the application form.

 

**APPLICATION COMPLETION INFORMATION**

**Completing the Document**

Applicants are responsible for ensuring that they have completed the application document fully and accurately.

The format of the submission is preferred to be in Word format or a PDF format. The size of any one document can be no greater than 10MB, and the total size of the submission (application documents plus supporting documents) must be no greater than 30MB.

Applicants must complete the application submission document (Part A&B) as set by Fife Council and the format should not be altered by the applicants.

**Application Queries**

Applicants contact us via email to ask a question, and to view the responses of questions submitted by other applicants - please ensure that propriety or confidential information is not disclosed in any submitted question.

Any contact should be made directly to [earlyyears.manager@fife.gov.uk](mailto:earlyyears.manager@fife.gov.uk).

**Electronic Response**

Responses to this application should be provided electronically to:

[earlyyears.manager@fife.gov.uk](mailto:earlyyears.manager@fife.gov.uk)

Or by Post

Early Years Team

Education and Children’s Services

Fife Council

4th Floor West

North Street

Glenrothes

Fife

KY7 5LT

It is the responsibility of applicants to ensure that the application is emailed to the appropriate email or address.

All documents shall be scanned for viruses upon upload. If a virus is detected the file will be deleted and the Applicants shall be notified. Provided the deadline has not passed, Applicants can re-submit a clean file.

As corrupt data files cannot be detected, Fife Council shall reject any data-corrupted submission which cannot be viewed. It is the responsibility of the Applicants to ensure complete and legible submissions.

Applicants should not upload encrypted documents as this may prevent Fife Council from accessing the document.

If an application is submitted and a mistake is realised, this cannot be recalled. Applicants can however resubmit the document, before the application submission deadline, but must alert the Fife Council named contact who can be found on the Contacts page of this document to which version should be considered.

**It is strongly recommended that applicants do not wait until the last minute before creating and despatching the electronic response in case of any unforeseen problems, such as internet connection problems. applicants are advised that they should begin uploading their documents at least 2 hours prior to the initial submission deadline.**

**Supplementary Information**

If applicants wish to provide any supplementary information such as policies and other supporting information these must be incorporated into the Applicants submission or submitted as a separate attachment within the guidelines for submission to the appropriate secure postbox. (Note: No promotional material may be enclosed unless required within the Specification)

If applicants require to provide hard copies of supplementary information via Royal Mail, the Fife Council named contact must be contacted in advance of this for appropriate guidance. Any information provided via a postal route **must not** contain any commercially sensitive information, such as pricing.

**The completed application submission must be received to the appropriate secure postbox by the date and time stated.**

**CONTACTS**

**Any general queries you may have about this application, that will also be relevant to other organisations interested in the application, should be emailed to**

[**earlyyears.manager@fife.gov.uk**](mailto:earlyyears.manager@fife.gov.uk)