

APPENDIX 1 - SPECIFICATION

Bikeability is 'cycling proficiency' for the 21st century, designed to give the next generation the skills and confidence to ride their bikes on today's roads. It is a national scheme, funded by the Department for Transport and run to national standards.

There are three Bikeability levels, with each level designed to help improve children's cycling skills, no matter what they know already.

The three Levels take trainees on a journey from the basics of balance and control, all the way through to planning and making a journey by themselves on busier roads.

Children will typically start Bikeability lessons once they have learnt to ride a bike:

- Level 1 will help new riders to control their bikes.
- Level 2 will help develop on-road skills and is usually tackled by children in Years 5 or 6, before leaving primary school
- Level 3 teaches trainees how to ride in different and more challenging traffic situations and is usually completed by children of secondary school age

Bikeability Plus complements and supports Bikeability at Levels 1, 2 and 3. Bikeability Plus modules aim to increase the take up and impact of Bikeability on children's cycling. Bikeability and Bikeability Plus are underpinned by the National Standard.

The modules address some of the barriers to getting more children cycling, more safely, more often. For instance, they help to get non-riders riding, parents involved and supportive, those without access to a working cycle included, and provide knowledge about local cycling routes/opportunities to enable cycling after Bikeability training.

Bikeability Grant Funding allows the training to be delivered to all areas of the West Northamptonshire Council area. Cycle training in the whole of Northamptonshire is currently outsourced to a single contractor and is delivered via the Government's Bikeability scheme.

The grant funding is made up of two parts: core funding & plus funding. Our core funding for 2024/2025 is £226,795 for Levels 1, 2 + 3 and Plus funding is £4924 for Balance, Learn to Rise and Fix - total £231,719. The annual funding for subsequent years will be determined by the grant allocated by DfT.

West Northamptonshire Council offers Bikeability to all schools within the West Northamptonshire Council boundaries, including independents and youth groups (cubs, scouts, brownies, guides, etc.).

1. NOMINATED OFFICERS

West Northamptonshire Council (the Council) hereafter will nominate an officer (The Officer) who will act as the primary point of contact with the contractor for reasons of contract management. The Officer may also nominate additional officers for specific jobs, who would be responsible for communication with the contractor. Reference to “the contractor” in this documentation means the successful tenderer as the context so requires. The Officer will provide the contractor with full contact details for all nominated officers, including telephone e-mail details.

The Contractor will nominate one central point of contact for contract management purposes, with nominated deputies in case of unavailability. See also Communication and Administration below.

2. CONTRACT COMMENCEMENT

The Contractor will be able to commence delivery of the services with effect from 6th May 2024 after having completed contract implementation.

3. COMMUNICATION & ADMINISTRATION

The contractor must confirm what the company’s relationship is with its instructors - e.g., are they employees of the company, self-employed or is it an agency-type relationship. Regardless of the nature of the relationship, the contractor is responsible for the performance of the contract in accordance with the requirements set out in this document and/or otherwise agreed.

The contractor must confirm that instructors will be vetted appropriately for working with children and vulnerable adults as outlined in section 6 of this specification and the contract terms and conditions for recruitment.

The contractor must be contactable during normal office hours of 08.30am to 5.00pm and be able to communicate with the Council by e-mail and telephone.

All instructors must have a mobile telephone or similar mobile communication device so that they are contactable at all times when engaged in providing the services. The contractor must demonstrate how schools will be contacted to arrange service delivery and how training dates will be allocated within the school calendar.

The contractor should be able to demonstrate what contingencies are in place if the service is unable to be delivered for any unforeseen reason (e.g. adverse weather). The contractor should also demonstrate how service users are made aware of these contingencies on arranging service delivery.

If, for any unforeseen reason (as outlined above), the contractor is unable to provide the services as specified or approximately to the agreed timescales, the contractor shall inform the Council and all service users at the earliest opportunity. The contractor should clearly state the alternative arrangements it is putting in place to ensure delivery of the service and co-operate with any reasonable request of the Council in this respect. Any postponement or cancellation should not result in any additional costs to the Council.

The contractor shall notify the Council immediately of any incident or accident involving injury to pupils, instructors, and members of the public or damage to property or vehicles during the delivery of the service. The contractor must provide the Council with a full written report within five working days of any such incident.

The contractor must demonstrate how they will collate monitoring data, as outlined in the Bikeability National Standards and at what intervals it is to be provided to the Council. This will, as a minimum, need to be at liaison meetings with the Officer, at a frequency to be decided by the Council and conform to Data Protection and Freedom of Information legislation as outlined in the terms and conditions of the contract.

The contractor will be an accredited RDC (Recognised Delivery Centre). The contractor will be required to ensure their accreditation to deliver Bikeability cycle training is valid for the duration of the contract and provide the Council, upon request, with any necessary documentation for their own accreditation as outlined in the Bikeability requirements.

The contractor must use their own resources and materials to support delivery and promotion of the service.

4. VARIATION AND ADDITIONAL REQUIREMENTS

During the contract it may be possible, subject to further funding, and agreement by both parties, to deliver additional places and to additional schools.

The contract includes the opportunity for two one-year extensions dependent upon funding and performance. This extension would be subject to the Council securing additional funding.

Any additional award resulting out of this clause would be subject to the same general specification and contract terms and conditions as those in this document, unless specifically stated in writing to the contrary in the specification for the additional package.

The current service provider will already have in place bookings post 1st April 2024 and the Council would expect the successful bidder to continue with those bookings. Details of them and the relevant contacts will be handed over following award of the contract and prior to the start of the contract.

5. VEHICLES

All vehicles intended for use on the public highways shall at all times be properly licensed and insured and be in a roadworthy condition, so as to ensure compliance with any statutory requirement for the time being in force, or any succeeding statutory requirements.

The contractor must demonstrate good practice to all clients in the use and maintenance of its bicycles and the appropriate safety equipment worn by instructors during delivery of the service. (e.g. the use of cycle helmets and Hi-Viz clothing).

The Council is keen to encourage the use of ecologically friendly, carbon neutral, greenhouse gas free transport by the contractor.

6. CONTRACTOR'S STAFF

The contractor shall employ sufficient and qualified persons to ensure that the services are provided at all times and in all respects in accordance with the contract, including making provision for holidays and other unforeseen absence such as staff sickness.

The contractor will be able to demonstrate as an RDC (Recognised Delivery Centre) how they will recruit, train, and retain conscientious and dedicated instructors. The Council will reserve the right to ask the contractor to remove any instructor they feel is unsuitable due to their behaviour or performance.

All instructors must be fully qualified to deliver National Standards cycle training and the contractor must provide evidence of this training by an accredited RDC (Recognised Delivery Centre) and evidence of this may be requested by the Council or service users.

All instructors must complete 1st4Sport Level 2 Award in Instructor Cycle training and 11 electronic tasks to become a Provisional Instructor. After this they must undertake a Post Course Assessment (PCA), led by a Recognised Delivery Centre (RDC) within 12 months of being awarded provisional status to become a Qualified Instructor.

All current National Standard instructors (NSIA/NSIP/NSIQ/NSIT) who deliver Bikeability are expected to register with a 1st4sport RDC for the Recognition of Prior Learning (RPL) towards the 1st4sport Level 2 Award in Instructing Cycle Training by 1st August 2024.

All instructors must maintain their registration with The Bikeability Trust by completing an annual review.

All staff will have undergone a successful valid enhanced disclosure and barred list check undertaken through the DBS by the contractor in accordance with the Conditions of the contract to ensure that only suitable staff are retained and deployed to deliver services under this contract. DBS documentation for each staff member must not be older than 3 years and copies of all DBS should be provided to the Council prior to allocation of any work. DBS clearance should be carried by the instructors at all times and presented if requested before commencing cycle training.

Contractors are required to make themselves aware of the 'Local Safeguarding Children Board' (LSCB). Details of Child Protection and Safeguarding Procedures can be found by going to <http://www.northamptonshirescb.org.uk/> and searching for 'LSCB'. All safeguarding issues will be investigated jointly with the contractor and the Council.

All instructors must have current up to date Child Protection and First Aid training throughout the contract.

It would also be desirable that instructors have some training in basic cycle maintenance.

All instructors and pupils in West Northamptonshire will be required to wear cycle helmets.

All instructors delivering training for the Council should be appropriately dressed and wear an ID badge that is clearly visible, showing as a minimum:

- The name of the contractors company.
- The employee's full name.
- On behalf of Northamptonshire Highways (Northamptonshire County Council) including logo identifiers.
- The employee's photograph.
- DBS number.

All instructors and staff visiting schools will also be required to adhere to each school's individual security policies and procedures.

7. TUPE

The Council believes that TUPE may apply to the contract, but tenderers should seek their own legal advice. Please refer to the Invitation to Tender document for further information.

8. INVOICING

The Council will pay the contractor monthly in arrears which will be paid within 30 days of receipt of a correctly submitted invoice. The invoice must include a detailed breakdown of services billed for and be supported by relevant documentation (i.e. a register). Tax invoices are to be submitted separately, if applicable.

9. COMPLAINTS

The Council will normally receive all complaints about the services directly from service users. Any complaints directed to the contractor from whatever source must be dealt with in a prompt, courteous and efficient manner. The contractor must inform the Council of any complaints made direct to them, and maintain a complaints log, which shall form part of the contract review meetings. The contractor will also email the updated log to the Council every month.

The contractor shall conduct an immediate investigation into any complaint received and shall keep a written record of all complaints received by it and of the action taken by it in relation to those complaints. Such records shall be kept available for inspection by the Council at all reasonable times and copies forwarded to the Council within one working day of receipt, whether the complaints have been resolved or not.

Any unresolved complaints received and notified by the Council to the contractor will be investigated to determine whether any further action is required, and the results shall be reported back to the Council.

10. CONTRACT REVIEW AND MANAGEMENT

The Council and contractor shall hold liaison meetings at a frequency as determined by the Council in order to review the working of the contract. The Council reserves the right to attend trainings sessions without prior notice. This is proposed as monthly during the initial stages of the contract and then quarterly thereafter. The Contractor shall prepare minutes of these meetings.

These liaison meetings shall include, but not be limited to:

- the production of a monthly summary by the contractor of the details of training fulfilled and/or any other information reasonably required by the Council in a format to be agreed with the Council.
- a timetable of booked sessions to enable the Council to monitor progress.
- a review of the performance standards as stated in the following clause.
- all complaints and action taken shall be reported.
- Suppliers' feedback and perspective.

11. PERFORMANCE STANDARDS

The performance standards are:

- Compliance with the contract documents.
- Compliance with the relevant services specifications including, but not limited to:
 - i) number of pupils trained.
 - ii) quality and standard of the service delivered.
 - iii) ability to respond to the Council needs in relation to the services and the contract(s).
 - iv) accuracy of records and invoices.
 - v) number, type, and resolution of complaints (if any).
 - vi) compliments (if any).
 - vii) quality, number, and timeliness of accident reports (if any) submitted.
 - viii) ability to continuously improve, refine and develop the services.
 - ix) production of monthly reports for liaison meetings, to include:
 - Number of pupils trained in each school
 - % of eligible pupils
 - Number of pupils attending the courses
 - Number of pupils attaining each level (1, 2 & 3)
 - Number and % of eligible schools service delivered in
 - customer satisfaction from pupils and schools, as stated in the following clause

- Any other relevant matters.

12. CUSTOMER SATISFACTION

The Council is committed to providing high quality services and the contractor will be required to co-operate with the Council to maintain the provision of the services to the satisfaction of all users of the services. The Council may undertake periodic customer satisfaction surveys of the services provided by the contractor and will provide feedback to the contractor and users of the services. The contractor shall take appropriate action to ensure that the services are performed to a high quality and such levels of quality are maintained.

The contractor is required to complete customer satisfaction surveys at quarterly meetings of both the pupils and schools receiving the service and to provide the Council with the results of these.

13. CONTINUOUS IMPROVEMENT

During the life of the contract the contractor will be encouraged to make suggestions on ways the service to pupils and schools could be improved, particularly in managing demand for training and how Bikeability is promoted.

The contractor will be responsible for selecting suitable training locations at the schools, in liaison with the Council, and are encouraged to suggest any sites that may be more suitable than those in use.

14. END OF CONTRACT

The contract is subject to a possible 12 months + 12 months (24 months in total) extension to end on 31 March 2028 subject to funding and satisfactory performance of the contractor. Due to the nature of the funding, the Council will endeavour to offer as much notice as possible to the Contractor of any extension, with a minimum of one month's notice prior to the end of the initial contract term and any following extension.

The contractor will return any security passes or other property of the Council it uses in the delivery of the Services within 72 hours of the termination of the contract.

Transfer of Undertakings (Protection of Employment) (TUPE) Regulations may apply to this contract as outlined in **clause 13** of the terms and conditions of the contract (**Appendix 5**).

15. EXPIRY PLAN

The Contractor will provide all information collected during the course of the contract, in relation to the services provided, to the Council within one month of the termination of the contract, or other timescale as agreed between both parties. This will comprise of all monitoring data outlined in section 11 and any

other data deemed relevant to continued monitoring and evaluation of the service buy the Council. The contractor will return any security passes or other property of the Council it uses in the delivery of the Services within 72 hours of the termination of the contract.

16. SERVICE SPECIFICATION – TRAINING DETAILS

Please find below details of the training that the Council requires to be delivered under the contract. Details of the specific schools can be found in **Appendix 2 – Schools List – West 2023**.

Please note there are selected schools which will not participate in this contract as their Bikeability Training is being delivered by another organisation.

Bikeability training must be delivered to the National Standard and instructors must register with a Recognised Delivery Centre (RDC) from the approved list in order to fulfil Bikeability grant requirements. The full list of Delivery Centres can be found by following the link below:

<https://professionals.bikeability.org.uk/training/recognised-delivery-centres/>

The specification for Bikeability Levels 1, 2 & 3 National Standards and Bikeability Plus – Learn to ride, Balance + Fix can be found by following the link below:

<https://www.bikeability.org.uk/for-training-providers/delivery-guides/>

17. PRIMARY SCHOOLS All primary/junior schools, including independents, must be offered training to Bikeability Level 2. Bikeability Level 1 would ideally be delivered as part of the Level 2 course. Bikeability training must be delivered to the National Standard, the specification for Bikeability Levels 1 and 2 can be found at the above link.

West Northamptonshire Council requires the contractor to deliver the correct number of training places for Bikeability Core - Levels 1, 2 & 3 and Bikeability Plus - Balance, Learn to Ride & Fix training to match the funding awarded for 2024/2025. Furthermore, the contractor must aim to book/deliver Level 2 training to 80% of Year 6 children in our area for 2024/25 which equates to 3433 places.

Should the contract be extended then the Council will liaise with the contractor to decide the level of funding for subsequent years.

18. SECONDARY SCHOOLS

All secondary schools, including independents, must be offered training to Bikeability Level 3 training. Bikeability training must be delivered to the National Standard and the specification for Bikeability Level 3 can be found at the above link. The contractor will provide a schedule of rates, or state that the same 'per head' rate applies, for these additional services and will deliver the training within the timescale agreed with the service user.

19. SPECIAL SCHOOLS

The contractor may be required to provide services to special schools. A set of specific requirements to give contractors an indicative idea of training required is listed below: -

- A child who has specific learning/behaviour difficulties who wishes to improve their cycling abilities and would train to Bikeability Level 1/2.
- A Special School with minor physical disabilities or more profound learning/behaviour difficulties who would train to Bikeability Level 1, some may train to Level 2.

The same "per head" rate (price) should apply for these services as for Levels 1 and 2.

20. Other Youth groups/clubs (cubs, scouts, cadets, youth clubs etc.)

The contractor may be required to provide services to other groups if requested to do so by such groups or at the request of the Council.

21. Promotion of Bikeability at local events

The contractor may be requested to seek commitment from instructors to work at local events promoting Bikeability Training.

22. Implementation Plan

The Council expects for the Contract to go live on 6th May 2024. The Council expects the new contractor to meet the Council after Contract Award to discuss implementation. The new provider will thereafter be provided with the list of schools and contacts. The Council and the new contractor will then decide how to communicate to the schools listed in Appendix 2 – Schools List – West 2023 in order to make them aware of the change of contractor. The council will also provide the new contractor with a list of schools booked to receive training and instructors allocated to that training post contract start date.