

TORBAY COUNCIL

Part 2 Specification

Contract Reference

TBS3520

Contract Title

**Collection and Disposal of Abandoned
Vehicles**

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1. Overall Scope and Nature of the Requirement

- 1.1 Torbay Council is seeking a Contractor to enable it to comply with its statutory requirements to cover the following from within Torbay's administrative boundary:
- a) collection of abandoned vehicles, including burnt out vehicles or parts thereof;
 - b) collection of vehicles from the highway due to persistent parking offences;
 - c) collection of vehicles parked on harbour land causing difficulty; and
 - d) storage and / or disposal of vehicles or parts thereof collected.

2. Minimum Requirements

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

- 2.1 The Contractor must have a secure locked storage facility where any vehicles may be stored after removal.
- 2.2 The Contractor must have, or have access to, an authorised disposal facility.
- 2.3 The Contractor must have, or have access to, a suitable recovery vehicle that can undertake removals without causing damage to the vehicle being removed.

3. Service Requirements

- 3.1 The Authority is responsible for arranging for the collection of all abandoned vehicles or parts thereof and ensuring they are delivered to an authorised storage / disposal point.
- 3.2 The areas for removal are public highways, public car parks, private land, garages and any other land open to the air.
- 3.3 The list of vehicles includes cars, motorbikes, caravans, lorries, buses, coaches and trailers or parts thereof, however, this list is not exhaustive.
- 3.4 The Contractor is required to provide this Service on behalf of the Authority.
- 3.5 The Contractor must collect and transport abandoned vehicles directly to a disposal/storage site provided by the Contractor. All vehicles must be delivered to an authorised disposal facility.
- 3.6 The Service is on an 'as required' basis with no guarantee as to the amount of vehicles to be collected and stored/disposed of per year.

Year	Vehicles Collected
2017/18	46
2018/19	33
2019/20	16
2020/21	10**

** Ongoing figure at time of publication. The Council would expect to see a marked rise on removals compared with the last 12 months. Future removals are anticipated to show an increase on 2019/20, and likely closer to 2018/19.

- 3.7 The above figures are no actual indication of future trends. For the purposes of pricing, rates are for up to a maximum of 300 vehicles per year.
- 3.8 Any rates proposed for this Service, including disposal, are to be valid for the full life of the Contract regardless of the price of scrap metal.
- 3.9 The response times for removing the abandoned vehicles must be within 72 hours of the booking being made. Where immediate removal is required the response time will be reduced to 24 hours, this will be stated at time of booking.
- 3.10 The Authority is seeking innovative ideas for reducing costs and Applicants are required to state alternative pricing options in Part 5 Pricing Submission, for example, offering lower costs if timescales for collection were increased above that stated in 3.9 above.
- 3.11 The Authority is required to remove all burnt-out vehicles from its administrative area, the Contractor must remove any such vehicles as quickly as possible, usually

within 24 hours of the booking being made. The Police will also give instructions for the removal of such vehicles through the Authority.

- 3.12 The Contractor must remove any debris remaining from the collection of the vehicle such as glass and metal and clear any spillages such as oil or petrol, to ensure the environment is left clean, tidy and free from pollution.
- 3.13 The Authority may wish to run an amnesty scheme for residents in the administrative area of Torbay which allows them to dispose of their cars for a nominal sum. The Authority reserves the right to introduce this scheme at any time during the term of this Contract.
- 3.14 The Contractor is required to notify the DVLA of all vehicle destructions carried out on behalf of The Authority, and will provide a certificate of destruction on each occasion.

4. Booking Process Requirements

- 4.1 Following the placement of notices onto Abandoned Vehicles and the expiry of that notice, an official instruction will be issued to the Contractor who will undertake the collection, transportation of the abandoned vehicle to the disposal/storage point and provide storage and/or disposal of that vehicle, in accordance with the requirements of the request.
- 4.2 An official request will be made by email from Torbay Council's Abandoned Vehicle Officer. If the request is urgent, the emailed order will be followed up by telephone.
- 4.3 The order will contain:
 - a) the Officer's name and contact details;
 - b) a description of the vehicle, its location, condition and timescale for removal;
 - c) the storage / disposal requirements.
- 4.4 To assist the booking process the Contractor must provide the following:
 - a) a named Booking Manager;
 - b) a generic booking email address;
 - c) a booking telephone number.
- 4.5 Where the Contractor is unable to remove the Abandoned Vehicle due to access problems, they must notify the Officer who made the booking, as soon as possible.
- 4.6 In the event that an Abandoned Vehicle has already been removed from a site when the Contractor arrives to collect it, the Contractor may only charge for a

wasted journey. Where this occurs the Contractor must inform and seek guidance from the Abandoned Vehicle Officer.

- 4.7 On collection of the Abandoned Vehicle, the Contractor must inspect it, record any damage to the vehicle and make a detailed inventory of any articles found inside the vehicle.
- 4.8 All articles must be kept securely and may be passed to a third party only where the Contractor has been authorised to do so by the Abandoned Vehicles Officer or their delegated representative.
- 4.9 The Contractor must email the list of articles found in any Abandoned Vehicle to the Abandoned Vehicles Officer within 2 working days of the vehicle being collected.
- 4.10 Any articles unclaimed after 28 days from the date of notification to the Abandoned Vehicles Officer may be disposed of.
- 4.11 The Contractor must take a digital photograph of each vehicle prior to collection and a copy of each photograph must be e-mailed directly to the Officer who made the booking within 2 working days of the vehicle being collected.
- 4.12 When an Abandoned Vehicle has been collected from a site and delivered to the storage / disposal point, the Contractor must confirm this on a form that shows the following:
 - a) logo of the company;
 - b) the date and time of recovery;
 - c) date and time of delivery to the storage / disposal point; and
 - d) the detailed condition of vehicle.
- 4.13 A member of the Contractor's staff must sign the form.
- 4.14 This form must then be emailed to the Abandoned Vehicles Officer within two working days of the vehicle being collected along with the digital photographs and list of any articles found within the vehicle, if applicable.
- 4.15 The Contractor must manage requests from members of the public who contact them directly to arrange collection of their abandoned vehicle.

5. Contractor Requirements

- 5.1 The Contractor and / or his staff must act, at all times, in a responsible and courteous manner to any member of the public whilst undertaking these duties on behalf of the Authority.
- 5.2 The Contractor must provide a hands free mobile phone and headset to the member of staff who is removing the abandoned vehicles to ensure prompt and timely communication.
- 5.3 The Contractor must:
 - a) hold a Waste Carrier Certification or equivalent;

- b) be able to fully meet the overall Scope and Nature of the Authority's Requirements as set out in **Error! Reference source not found.** of this Specification;
 - c) be able to fully meet the Service Requirements as set out in section 3 of this Specification;
 - d) be able to fully meet the Booking Process Requirements as set out in section 4 of this Specification.
- 5.4 All vehicles used by the Contractor to provide the Service must meet all legal requirements and must have a suitable maintenance and replacement programme in place.

6. Contract and Performance Review Requirements

- 6.1 The Authority reserves the right to make alternative arrangements for the collection of any vehicle, which the Contractor is unable to collect.
- 6.2 The Contractor must have suitable business continuity plans in place that will ensure they can meet the deadlines for requests, including the process for when vehicles are unavailable.
- 6.3 The Contractor will be responsible for sourcing Subcontractors if they do not have the vehicle / equipment to effect a recovery. The Contractor will be liable for any additional costs incurred. The Authority must be advised in writing prior to such arrangements being made.
- 6.4 Applicants must indicate in their Tender submission any classes of vehicles they are unable to collect. Section 6.3 shall not apply in respect of classes of vehicles indicated in this manner.
- 6.5 The Contractor must identify a named Contract Manager for the Authority to liaise with regarding the delivery of the Contract, responsible for resolving any issues or concerns that may arise during the course of the Contract. The Contract Manager

will be required to attend any Contract Management meetings that may be arranged as required by the Authority.

6.6 In the event of any disputes in relation to the delivery of this Contract, including but not limited to disputes:

- between the Contractor and members of the public; or
- with the disposal / storage site;

the Booking Manager must be informed immediately, in order that they may resolve the dispute. Where the Booking Manager is unable to resolve the dispute it will be escalated to their Line Manager for resolution.

6.7 The Contractor must keep a written record of all complaints received from any source and must notify the Abandoned Vehicle Officer, in writing, of any complaint within 1 working day of receipt of the complaint. Written confirmation of any action taken in relation to that complaint must be supplied to the Abandoned Vehicle Officer as soon as reasonably practicable and under any circumstances within 2 weeks of notification of the complaint to the Authority.

7. Data Protection, Information Sharing and Information Security

7.1 The successful Applicant will be required to demonstrate how they comply with Data Protection Law, including The General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

7.2 The Authority will be the Data Controller for the personal information shared with the provider in relation to the collection of a vehicle held by the provider and the provider will be a data processor on the Authority's behalf.

7.2 The Authority's data must not be transferred to a country or territory outside the United Kingdom, unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

7.3 **General Data Protection Regulation minimum requirements:**

Applicants must be able to demonstrate that the system complies with following minimum requirements of the GDPR and Data Protection Act 2018 and must be able to provide:

- Their Data Protection Register Number and expiry date
- Details of their Data Protection Officer (if applicable) and their responsibilities
- Any relevant data protection policies and procedures
- Details of how the Applicant reviews and updates policies for processing data on behalf of their data controllers
- Details of their records of processing activities (ROPA) (if applicable)

- Processes for detecting and communicating and notifying personal data breaches
- Details of the provider's policy regarding information rights such as subject access, right to be forgotten etc.
- Details of how personal data will be deleted in accordance with the authority's requirements
- Details of the data protection and security training employees in the Applicant's organisation receive.
- Details of security measures (technical and physical) in place to protect the personal data processed on behalf of the authority.

8. Health & Safety

- 8.1 The Contactor has a legal duty under health, safety and welfare legislation while at work to ensure the health and safety of themselves and others that may be affected by their acts or omissions¹.
- 8.2 In recognition of the legal duties imposed upon them, the Contractor and their employees undertaking work on behalf of the Authority will:
- Co-operate with the Director responsible for H&S Managers, Supervisors and their own Employer to enable them to comply with their legal duties.
 - Comply with ALL requirements of Torbay Councils H&S Policy and other rules and procedures in place as notified to them.
 - Actively promote a positive health and safety culture.
 - Only undertake work for which they have been trained and are qualified and competent to undertake.
 - Ensure that risk assessments and method statements relating to the removal of vehicles are presented to The Authorities' Abandoned Vehicle Officer prior to commencement of the contract.
 - Use and maintain a serviceable condition all plant and equipment, in accordance with the training provided.
 - Use and maintain in accordance with instructions and training given, and report the loss or defect of all personal protective equipment provided by their own employer.
 - Make themselves aware of their employers' first aid, fire and emergency procedures.
 - Raise all matters of concern relating to H&S as they arise to the appropriate responsible person.
 - Ensure all accidents are reported to the employers' manager and in their Employers Accident Book.
 - Ensure all accidents and incidents, including near misses, are reported to the appropriate responsible person to ensure appropriate investigation can be undertaken.

¹ <https://www.torbay.gov.uk/business/swbb/>

9. Invoicing

- 9.1 Invoices must be submitted to The Authority by the Contractor immediately after destruction of the vehicle.
- 9.2 All invoices must be in a PDF format and submitted via email to the Abandoned Vehicle Officer of The Authority. The Abandoned Vehicle Officer will then raise a purchase order and submit the invoice for payment via BACS. Payment will be made within 30 days of receipt of an undisputed invoice.
- 9.3 In circumstances where a vehicle is recovered from the Contractor by the apparent vehicle owner, any invoice should then be submitted to The Local Authority once the vehicle has been released, the invoicing process should then be followed as per item 9.2.

10. Added Value

10.1 Further Services Offered

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

10.2 Social Value, Sustainability, Environmental Considerations

10.2.1 The Authority is seeking a Provider who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Corporate Plan 2019-2023:

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

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

- (a) Local jobs;
- (b) Contributing to Torbay's local economy and community;
- (c) Tackling Climate Change, for example:
 - 1) Making a real impact on your environmental footprint;
 - 2) Reducing energy consumption and increasing efficiency;
 - 3) Improving fuel efficiency;
 - 4) Reducing carbon emissions;
 - 5) Delivering sustainable waste management;
 - 6) Innovation in recycling;
 - 7) Investment in green technologies and fuel efficiency.

11. Awarding the Contract on Behalf of Other Contracting Authorities

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