



Part 2 Specification

Contract Reference

TCUS0619

Contract Title

**Re-Issue of Enforcement Agency
Services**

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1. Overall Scope and Nature of the Requirement

- 1.1 Torbay Council is looking to work in collaboration with a single experienced and accredited Provider of Enforcement Agency Services to improve collection rates across the following debt areas:

Lot 1

- Council Tax
- Business Rates and Business Improvement District Debts (BIDS)
- Parking Penalty Charge Notices
- Sundry Debts and Housing Benefit Overpayments
- Commercial Rent Arrears
- Execution of Arrest Warrants

Lot 2

The Council is also looking for a Provider of Enforcement Agency Services to undertake **County Court and High Court** work across multiple debt types, and provide High Court Sheriff Services.

This may include processing a debt from the issue of pre-proceedings documentation through to enforcing judgement.

- 1.2 The Council is intending to move forward with a “single view” of the customer in terms of overall debt across different categories using the following hierarchy:
- A. Parking
 - B. Housing Benefit Overpayments
 - C. Sundry Debts
 - D. Council Tax/ NNDR
- 1.3 The Provider’s system is required to link cases to show debt across all types and allocate collections of debt in accordance with the Council’s hierarchy for multiple debt cases.
- 1.4 The Provider will be required to demonstrate an ethical approach to the enforcement of debt in line with the Council’s policy¹. This would include training of

¹ <https://www.torbay.gov.uk/council/policies/finance-policies/fair-debt-collection-policy/>

workforce, continuing professional development, staff welfare arrangements including the use of body worn cameras and provision of appropriate PPE.

- 1.5 The Provider will be required to take account of and implement any changes in legislation that come into force during the lifetime of this Contract.
- 1.6 The Provider must record all incoming calls to their call centre and welfare team. The Authority will require access in the handling of any complaints.

2. Minimum Requirements

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

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

- 2.1 The Provider must be a member of CIVEA;
- 2.2 The Provider must demonstrate the capacity to deliver the same timescales for Out of Area cases as for In Area cases;
- 2.3 The Provider must have a robust policy in place to identify vulnerable debtors and all staff dealing with this Contract must have received appropriate training;
- 2.4 Any enforcement work the Provider is expecting to subcontract can only be with the Council's approval in writing in advance;
- 2.5 The Council expects that the services are delivered using directly employed staff in the following roles: enforcement agents, collection agency staff, welfare teams, any staff who carry out direct engagement with customers.

3. Specific Requirements

3.1 Service Requirements

- 3.2 Sundry debt collection must be provided free of charge;
- 3.3 Where a debtor has paid compliance and enforcement fees to an enforcement agency the debtor must not be liable to pay statutory fees again.
- 3.4 The agreed timescales will be the same for Out of Area cases as they are for In Area cases;
- 3.5 The Provider will be required to
 - a) have the capacity to seize, sell and destroy debtors' assets as well as secure storage capacity in a location convenient to customers, within a 30 mile radius;
 - b) take targeted enforcement if required;
 - c) make an Agent available to visit a debtor at the Council's request within 2 hours of receipt of the request;
 - d) have the capacity to employ other legal procedures to collect the debt once warrants have expired for those debtors identified as "Won't Pay"; this will be expected to include consolidation of Council debts across all debt types;
 - e) use ANPR to deal efficiently with persistent debtors;
 - f) offer a pre-debt registration service and reimbursement of court fees if the debt is not collected;
 - g) have the capacity to respond to peaks and troughs in demand and to identify trends in workflow to anticipate and manage demand;
 - h) undertake evening and weekend visits in addition to daytime visits;
 - i) provide Council staff with a Help Desk facility open from 9.00 am to 5.00 pm Monday to Friday excluding Bank Holidays. A contact point is also required for Enforcement Agents at weekends and Bank Holidays;
 - j) provide on-site training for users on their system, including any upgrades or developments, which will be free of charge for the Council;
 - k) provide a user guide or manual and instructional materials, and online help.
- 3.6 The Provider will supply an issues log for the recording and remedy of any issues.
- 3.7 The Provider will maintain a separate client bank account for all monies collected. Any unidentified payment will be held in a suspense account and any relevant and proper information regarding these accounts will be provided within 5 working days

of any request made by the Council. The Provider must provide a monthly statement of any monies collected for the Council that are being held in suspense.

3.8 The Provider will calculate Collection Rates as follows:

Calculation of Collection Rates

Net Debt forwarded to Enforcement Agency

Less cases Council recalls

Less Insolvencies

Compared to

Monies Enforcement Agency collects and

Direct Payments made to Council

3.9 Provider Requirements

3.10 The Provider should be able to mobilise this Contract within no more than 3 months.

3.11 The Council expects that the services are delivered using directly employed staff in the following roles: enforcement agents, collection agency staff, welfare teams, any staff who carry out direct engagement with customers;

3.12 any enforcement work the Provider is expecting to subcontract can only be with the Council's approval in writing in advance;

3.13 The Provider will be expected to provide the Council with Contracts of Employment for any Provider's agents who carry out duties within Torbay in advance of those duties' commencement date;

3.14 The Provider will be expected to ensure that Certificated Enforcement Agents' accreditations are maintained and kept up to date and that the Agents are appropriately trained and qualified;

3.15 The Provider will be expected to have accreditation with or membership of CIVEA, and preferably BPA, IRRV.

3.16 Customer Service Requirements

3.17 The Provider must provide Customers with as many means to pay as possible to enable them to meet their liabilities such as by

- Mobile chip and pin device;
- Standing order;
- PayPoint;
- Payzone;
- Payment through post offices;
- 24 hour payment facilities Online through Apps or website;
- Cash

The above must be provided at no cost to the Council.

- 3.18 For vulnerable Customers unable to pay by other means, the Provider should be prepared to offer a home collection service;
- 3.19 The Provider would be expected to identify vulnerable Customers and provide a Welfare Service to identify and manage collection of debts from vulnerable groups and individual Customers, including signposting to advice agencies to maximise customers' income;
- 3.20 The Provider will be expected to respond to Customer contact in line with their Customer Service standards, which must meet the Council's minimum standards set out in the Fair Debt Collection Policy;
- 3.21 The Provider will be required to provide Customers with a Help Desk facility open from 8.00 am to 7.00 pm Monday to Friday and Saturday mornings;
- 3.22 The Provider will be expected to take account of and implement any changes in enforcement action resulting from legislation changes, for example Breathing Space.
- 3.23 The Provider must not use premium rate numbers.
- 3.24 The Provider must have a robust complaints procedure and the Council will expect these complaints to be investigated and resolved within 10 working days. Whilst the complaint is investigated all enforcement action should be placed on hold. The Council will require sight of all complaints and their responses and any remedial action undertaken by the Provider.
- 3.25 A report of all complaints received will be required monthly, to include the reasons for complaint, type of debt, whether the complaint was upheld and details of any resolution.
- 3.26 **IT Requirements**
- 3.27 The Provider will be required to have the capacity to accept and supply transaction data through all the interface file formats generated by the Council's back office IT systems – more information is provided at Appendix C Interface Files;
- 3.28 The Provider must have the capacity to accept daily uploads of data and to return transaction files through a secure http or secure ftp server (minimum level TLS1.2);
- 3.29 The Provider must have technical and procedural security measures in place to prevent:
 - Unauthorised or unlawful processing of personal data;
 - Accidental loss or destruction of or damage to personal data.
- 3.30 The Council's data must not be transferred to a country or territory outside the European Economic Area, 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. The successful Applicant will be required to comply with any changes in data protection legislation put in place post Brexit.

- 3.31 Any Provider taking Credit and Debit card payments on the Council's behalf must provide a current Payment Card Industry Data Security Standard (PCI DSS) certificate in order to prove compliance where this functionality is an integral part of the system, or the PCI DSS certificate of the third party payment gateway where such a service is being used (e.g. WorldPay, Payzone, etc);
- 3.32 All the Council's data must be returned to the Council at the end of the Contract without charge.

3.33 **Administration Requirements**

- 3.34 The Council must have access to case records, visit updates and tracing attempts with named tracing organisations made by the Provider in real time with contemporaneous notes recorded, to include comprehensive telephone and email records, on the Providers' interface which the Authority have access to,
 - 3.35 The Council would prefer to have sight of supporting documentation such as employment records, evidence of being notified of new employment and the name of the employer, debtor's income and expenditure details if available;
 - 3.36 The Provider must update the Council with the Customer's updated contact information such as telephone number, address and email address by providing the information in a report, or by providing the Council with access to download a report;
 - 3.37 A tracing facility for all Return to Sender (RTS) post for all debt types, where this is required – this is currently required only for PCN debtors; details of the names of the tracing organisations used must be available to the Council;
 - 3.38 The Council expects the return address for any RTS to be that of the Provider where requested.
- ### 3.39 **Added Value**
- 3.40 Applicants should provide details of any additional services they can offer as part of this Tender, that will maximise income for the Council and improve efficiency but will be at no cost to the Council.

4. Contract and Performance Review Requirements

- 4.1 The Account Manager will be required to attend monthly performance review meetings as required by the Council, the frequency to be agreed at the initial Contract meeting.
- 4.2 Enforcement Agents will be required to attend regular meetings, frequency to be agreed, as required by the Council to address any local issues.
- 4.3 The Council will require evidence of which Agents are working in the Torbay area weekly in advance, with their contact information, and where there are changes these must be notified to the Council in advance on a daily basis.
- 4.4 Management Information Reports must be provided showing results from compliance and enforcement stages, identified separately, in a format and at a frequency to be agreed.
- 4.5 Aged debt Management report will be required monthly and should show recovery debt stages for each debt type.
- 4.6 Management reports need to be clear and user-friendly, setting out collection rates, recovery rates and fees calculation.
- 4.7 The Provider must ensure that Management Information Reports submitted to the Council are accurate and returned debts must be categorised clearly and accurately.

5. Data Protection, Information Sharing and Information Security

Applicants must ensure that the Solution is GDPR (General Data Protection Regulation) compliant, and provide:

- 5.1 Their Data Protection Register Number and expiry date;
- 5.2 Details of their Data Protection Officer (if applicable) and their responsibilities;
- 5.3 Any relevant data protection policies and procedures;
- 5.4 Details of how they review and update their policies for processing data on behalf of their data controllers;
- 5.5 Their processes for detecting and communicating data breaches;
- 5.6 Details on how the system complies with the information rights of data subjects including right of subject access, right to be forgotten and right to rectification;
- 5.7 Details on how data can be deleted en-masse and automatically, according to the appropriate retention schedules; and
- 5.8 Details of the data privacy and security training employees in the organisation receive.

6. Health & Safety

- 6.1 The Provider must ensure that enforcement agents carry out their duties strictly in accordance with the Provider's risk assessments and safeguarding policy, in particular their Lone Working policy;
- 6.2 The Provider must ensure that enforcement agents are trained to identify and required to report any safeguarding issues that arise in the course of their duties;
- 6.3 The Provider is required to record all health & safety incidents and report any that meet the requirements of RIDDOR.
- 6.4 The Provider will ensure any employee with face to face interaction with a debtor is required to wear and operate body worn camera.

7. Invoicing

- 7.1 The Provider may claim their fees only on a pro rata basis against the total debts referred.
- 7.2 The Provider must invoice the Council on a monthly basis and separate invoices must be sent for the different debt types.
- 7.3 The Council's settlement terms are 30 days from the date of Invoice or receipt of goods or service, whichever is the later.
- 7.4 Payment will be by BACS and Remittance Advices will be transmitted by email if this is provided following Contract Award, should you be the successful Contractor from this tender process.
- 7.5 Suppliers should always obtain a Torbay Council Official Order and quote this number on invoices – failure to do so will mean that their invoice will be returned.
- 7.6 We ask suppliers to send invoices centrally to the Authority's Payments Section including the Order number. This can either be a paper invoice or emailed to payments.section@torbay.gov.uk.

8. Added Value

- 8.1 **Further Services Offered**
- 8.2 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.

- 8.3 Any costs associated with added value offered must be clearly included in the Applicant's response, in particular court fees and legal fees.
- 8.4 Applicants will be expected to provide the Council with training free of charge on site for Council staff in various departments to include conflict management, customer service and dealing with difficult customers, vulnerability and income collection. Reasonable expenses to be agreed following Contract Award to the successful Applicant.
- 8.5 If a new address traced by the Provider is not successful and the Council takes further court action the Provider will reimburse the court fees.
- 8.6 **Social Value, Sustainability, Environmental Considerations**
- 8.6.1 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 2015-19:
- 8.6.2 The Council would expect the Applicant to offer as part of their proposal social value specifically in Torbay, examples of which could be:
- Engagement with the Third Sector
 - Debt management advice and reducing debt
 - Apprenticeships and work experience
 - Interaction with local schools
 - Providing local employment opportunities

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

9. Scope and Nature of Possible Modifications or Options

- 9.1 Changes in the Council's approach to debt enforcement due to Council redesign or restructure or working with partners, which could increase or decrease the debts being referred to our Enforcement Agency Provider.
- 9.2 The Council may require additional services which it reserves the right to request from the Provider should the requirement arise.

10. Awarding the Contract on Behalf of Other Contracting Authorities

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