

4. Specification

Table of Contents – Specification

1. Background To Service Requirements
2. Scope Of Works
3. Vehicle Damage
4. Hours Of Service
5. Staff Requirements
6. Vehicle Towing Service
7. Vehicle Storage Compound
8. Sale of Uncollected Vehicles
9. Remittance Of Monies and Information to Council

Specification

1. BACKGROUND TO SERVICE REQUIREMENTS

- 1.1 The Contractor is required to collect, store and sell vehicles abandoned within the boundaries of the City of Port Phillip.
- 1.2 Abandoned vehicles are to be removed only as specified or directed.
- 1.3 The required service encompasses a range of managerial and customer service activities to the standards specified in this specification.
- 1.4 The towed vehicles are required to be delivered directly to the Contractor's vehicle storage compound.
- 1.5 The objectives of the service for the collection, storage and sale of abandoned vehicles are to:
 - 1.5.1 provide a cost effective and efficient service;
 - 1.5.2 ensure that the City of Port Phillip is kept free of abandoned vehicles;
 - 1.5.3 provide specified levels of service to members of the public who have had their vehicle towed away and impounded that satisfies the Contract requirements, Port Phillip City Council's ("Council's") strategic objectives and the needs of the user in a cost efficient manner;
 - 1.5.4 operate the vehicle storage compound and sales process to a specified standard; and
 - 1.5.5 provide a publicly credible auction process that delivers an ethical, equitable and efficient process for the sale of vehicles on consignment.
- 1.6 Approximately 200 vehicles are towed and stored annually.

2 SCOPE OF WORK

- 2.1 Abandoned Vehicles
 - 2.1.1 The Contractor is to remove abandoned vehicles upon being so requested by the Contract Manager.
 - 2.1.2 The Contractor may only remove a vehicle after being authorised by the Contract Manager or another appropriate delegated member of the Council's staff.
 - 2.1.3 The Contractor must remove any vehicle within one business day of receiving a direction from the Contract manager or

another appropriate delegated member of the Council's staff to remove the vehicle.

2.1.4 The towed vehicles are required to be delivered directly to the auction house storage compound.

2.2 Vehicle Storage Compound

2.2.1 The Contractor is to operate a secure, safe and economic vehicle storage compound to store vehicles removed under this contract until they are collected by:

- (a) the vehicle owner;
- (b) a nominated representative of the vehicle owner; or
- (c) an authorised representative of Council.

2.2.2 The Contractor is to maintain a telephone inquiry line to answer queries from the general public concerning the Vehicle Storage Service.

2.2.3 The Contractor is to provide the Contract Manager daily with a list (or equivalent electronic information deemed acceptable by the Contract Manager) of all unclaimed impounded vehicles.

2.2.4 The Contractor is to provide the Contract Manager daily with a list (or equivalent electronic information deemed acceptable by the Contract Manager) of all impounded vehicles that have been released, plus the name of the person to whom the vehicle was released and a summary of all monies received for their release.

2.3 Sale of Uncollected Vehicles

2.3.1 The Contractor is required to provide a mechanism for the sale of vehicles that delivers a fair sale price in a process that is public, transparent and accountable.

2.3.2 Upon authorisation from the Contract Manager the Contractor is to arrange for the sale of the abandoned vehicle by public auction.

2.3.3 The Contractor must provide a sale process deemed acceptable to the Contract Manager. The process must include characteristics of being publicly advertised, publicly accessible, conducted during regular business hours and by auction to the highest bidder. All other vehicles in the sale must similarly be vehicles being sold on consignment.

3 VEHICLE DAMAGE

The Contractor is responsible for the vehicle and anything in or attached to the vehicle from the commencement of the towing operation until the vehicle is collected. The Contractor is responsible for all claims of vehicle damage or vehicle theft that occur during this time.

4 HOURS OF SERVICE

4.1 Vehicle Storage Compound

4.1.1 Normal Operating Hours

The Contractor shall ensure that the compound is attended at all times during the normal hours of service, which are:

From 8.00 AM to 5.00 PM Monday to Friday.

(Public Holidays are excluded)

4.1.2 Outside Normal Operating Hours

4.1.2.1 Receipt of Vehicles. Outside the normal hours of service the Contractor is to receive vehicles to the compound arriving as a result of call-outs of the towing service in accordance with the requirements of paragraphs 2.1 and 2.2 above.

4.1.2.2 An after hours contact service is to be made available to vehicle owners.

4.2 Abandoned Vehicle Towing

4.2.1 The Contractor shall provide the towing service 8.00am to 5.00pm Monday to Friday inclusive (Public Holidays excluded) but may also be required to tow a vehicle at other times.

5 STAFF REQUIREMENTS

5.1 Customer Service Skills

Due to the nature of the work and the responses of the public who have had their vehicle towed, the Contractor is to ensure that tow truck drivers and the compound attendant have the necessary conflict resolution and customer service skills to deal with potentially difficult people. The Contractor is to ensure that, prior to their commencing employment, all tow truck drivers and compound attendants have undergone adequate training and have a competent knowledge of all documented procedures.

6 VEHICLE TOWING SERVICE

6.1 Authorisation to Tow

6.1.1 The Contractor is authorised to tow any vehicle for which the Council has previously provided written or electronic authorisation to the Contractor.

6.1.2 Authorisation to tow a vehicle is revoked if the driver of the vehicle returns prior to the tow vehicle being moved onto the tow truck. In this event the vehicle shall be returned to the driver of the vehicle and no payment will be made under the contract.

6.2 Tow Vehicle Requirements

The Contractor shall provide tow vehicles that:

6.2.1 carry equipment allowing communication to be maintained at all times between the Contractor's office and the tow truck;

6.2.2 are capable of towing all standard passenger and light commercial vehicles with a maximum gross weight of three tonnes;

6.2.3 have the capability of lifting a vehicle directly from the ground without requiring entry to, or dragging the vehicle;

6.2.4 meet the regulated requirements for a tow truck; and

6.2.5 are fitted with rotating flashing yellow lamps.

6.3 Towing Operation

6.3.1 The Contractor shall ensure that tow vehicles do not interfere with the main traffic stream during the towing operation.

6.3.2 The Contractor shall provide sufficient tow vehicles to ensure achievement of a Response Time within one business day of notification by an authorised representative of Council.

6.3.3 The Contractor will ensure that a vehicle designated for towing is not entered by the Contractor and all reasonable efforts should be employed by the Contractor to enact the tow without damaging the vehicle. The Contractor shall advise the Council immediately and record the reasons why any vehicle cannot be towed.

6.3.4 The Contractor will ensure that vehicles are left in Council's nominated compound at the completion of the towing operation.

6.3.5 Prior to securing the vehicle to the tow vehicle, the Contractor shall ensure that:

- 6.3.5.1 the 'Authority to Tow' form is fully completed and accurate; and
- 6.3.5.2 an inspection of the vehicle is undertaken to determine what damage has already occurred to the vehicle to be towed.
- 6.3.6 The Contractor shall note that:
 - 6.3.6.1 in accordance with the relevant VicRoads Guidelines, the towing operation is deemed to have commenced when the driver of the tow vehicle has completed lifting the vehicle;
 - 6.3.6.2 the towing operation is deemed to be complete, when the driver of the tow vehicle presents the 'Authority to Tow' form to the compound attendant; and
 - 6.3.6.3 the vehicle must be within the nominated Vehicle Storage Compound facility and unsecured from the tow vehicle before the 'Authority to Tow' form can be presented to the compound attendant.
- 6.4 Paperwork
 - 6.4.1 The Contractor shall ensure that the 'Authority to Tow' form is completed in a clear and legible manner.
 - 6.4.2 When completing the 'Authority to Tow' form the Contractor shall ensure that the driver of the tow vehicle completes all of the relevant information on the form.
 - 6.4.3 The Contractor shall ensure that both the original copy and the duplicate copy of the 'Authority to Tow' form are presented to the compound attendant. The Contractor shall retain the triplicate copy.
- 6.5 Safety on Roadways
 - 6.5.1 The Contractor shall provide its employees with all relevant safety equipment needed to perform the work under this contract and ensure that the equipment is used at all times while performing the work. This shall include approved reflective traffic vests for day/night work.
 - 6.5.2 At all times the Contractor or his agents are to operate as per the VicRoads Signing Code of Practice and in accordance with AS 1742.3-2009 concerning safety, warning signs and clothing. Amber revolving beacons must operate when stationary at the disabled vehicle. Beacons are not to be used when vehicles are moving.

- 6.5.3 The Contractor shall at all times take adequate precautions and adopt suitable procedures to ensure the safety of moving and stationary vehicles.

7 VEHICLE STORAGE COMPOUND

7.1 Features

- 7.1.1 The Contractor's vehicle storage compound must be located within the wider Melbourne metropolitan area. Once approved by the Contract Manager, the vehicle storage compound can only be relocated with the Contract Manager's permission.
- 7.1.2 The vehicle compound must have a capacity deemed acceptable to the Contract Manager.
- 7.1.3 The layout of the vehicle compound should enable vehicles to be delivered, stored and released without the need to move other stored vehicles. This includes suitable access for tow vehicles.

7.2 Operation of the Vehicle Storage Compound

7.2.1 The Contractor must

- 7.2.1.1 ensure that the compound is floodlit at night to aid the detection of intruders;
- 7.2.1.2 ensure that adequate security measures are taken to prevent the unauthorised removal of vehicles impounded; and
- 7.2.1.3 ensure that once a vehicle has been accepted by the Contractor it is not entered or moved until the vehicle is released in accordance with paragraph 7.6.2.

- 7.2.2 The permitted use of the compound is to store vehicles received by the Contractor until such time as they are released or sold. The approval of the Contract Manager is required prior to use of the compound for any other purpose.

7.3 Telephone Facilities

7.3.1 Telephone Inquiry Service

- 7.3.1.1 The Contractor is to operate a telephone inquiry service. All costs associated with the telephone inquiry line will be the responsibility of the Contractor. The Contractor is to provide equipment for a recorded information service to be automatically available on the inquiry line when the line is either engaged or when the office at the Vehicle Storage Compound is unattended.

- 7.3.1.2 The Contractor is to maintain the recorded information service and ensure the recorded message advises:
- 7.3.1.2.1 the hours during which the vehicle may be claimed;
 - 7.3.1.2.2 the cost to have a vehicle released from the compound;
 - 7.3.1.2.3 the additional cost to have a vehicle released from the compound outside the normal hours of service;
 - 7.3.1.2.4 the daily storage fee that will be applied after a vehicle has been impounded for a period greater than two business days;
 - 7.3.1.2.5 the maximum storage fee that will be applied; and
 - 7.3.1.2.6 how to proceed with having a vehicle released both inside and outside the normal hours of the service.

7.3.2 Office Telephone and Computer

- 7.3.2.1 The Contractor is to provide email response, 24 hour computer internet access, telephone / facsimile facility, on a separate line to the inquiry service, for its own use. All costs associated with the separate line and telephone / facsimile facility is the responsibility of the Contractor.
- 7.3.2.2 The Contractor is to ensure that the public is always able to make at least local telephone calls from the office telephone in the Vehicle Impound compound office on a user pays basis (charge for telephone use is at the discretion of the Contractor).

7.4 Fees To Be Charged For Storage Of Vehicle In The Compound

7.4.1 Release Fee

The Contractor is to charge a release fee of \$330 (subject to CPI annually) for each vehicle released from the vehicle compound. Normally, the release fee is to be paid in full at the

time the vehicle is released. Alternatively, the Contract Manager (or authorised representative) can:

7.4.1.1 order the release of a vehicle without requiring full payment, or

7.4.1.2 authorise a deferred payment of the release fee.

7.5 Methods of Payment of Applicable Fees

The Contractor is to accept the following form of payment for release of a vehicle from the vehicle compound:

7.5.1 cash (Australian Currency),

7.5.2 bank cheque,

7.5.3 Australian money order,

7.5.4 Electronic Funds Transfer at Point of Sale (EFTPOS),

7.5.5 Visa card, and

7.5.6 MasterCard.

7.6 Receipt of Vehicles

7.6.1 When a vehicle to be impounded arrives, the compound attendant is to survey the vehicle and record any existing damage. The existing damage found during that examination is to be compared with the damage recorded on the 'Authority to Tow' form or equivalent methodology acceptable to the Contract Manager.

7.6.2 If the compound attendant agrees with the damage as recorded, then the compound attendant is to sign in the appropriate area of the 'Authority to Tow' form.

7.6.3 If the recorded damage details are not agreed, then the compound attendant is to proceed as follows:

7.6.3.1 Check the appropriate box of the 'Authority to Tow' form.

7.6.3.2 Comment in the appropriate area of the 'Authority to Tow' form on what is disagreed.

7.6.3.3 Obtain the Tow Truck drivers' signature before signing in the appropriate area of the 'Authority to Tow' form. If the Tow Truck driver refuses to sign the form thereby indicating disagreement with the compound attendant's damage assessment, this fact is to be noted in the appropriate area of the 'Authority to Tow' form.

- 7.6.4 Once the 'Authority to Tow' form has been completed, the driver of the tow vehicle is to be advised where the impounded vehicle is to be positioned and released from the towing vehicle. The Contractor is responsible for the vehicle from the time that the vehicle is released from the tow vehicle until it is released from the compound in accordance with this specification.
- 7.6.5 The Contractor is to ensure that the tow truck operator leaves the original and the duplicate of the 'Authority to Tow' form prior to departing after delivering a vehicle for impounding.

7.7 Vehicles Stored Within the Compound

7.7.1 Removal of Items from Vehicles

- 7.7.1.1 The compound attendant shall allow a person to retrieve goods/personal belongings from a vehicle provided they have produced adequate proof of their identity in the form of a photographic identification such as a driver's license or passport. (A properly completed Statutory Declaration is acceptable if photographic identification cannot be provided, and the compound attendant is satisfied that the person would not be expected to possess an identification document containing photographic identification.)
- 7.7.1.2 The compound attendant is to accompany the vehicle owner (or representative of the vehicle owner) to the vehicle when retrieval of goods/personal belongings from the vehicle has been authorised. The compound attendant is to ensure that details of the items removed from the vehicle by the vehicle owner (or representative of the vehicle owner) are recorded.

7.7.2 Release of Vehicles from Compound

- 7.7.2.1 Prior to releasing a vehicle from the compound, the compound attendant must ensure that the person requesting release of the vehicle satisfies all of the following:
 - 7.7.2.1.1 The person requesting release of the vehicle must be able to identify the vehicle to be released.
 - 7.7.2.1.2 The person requesting release of the vehicle must have the keys to the vehicle.

7.7.2.1.3 The person requesting release of the vehicle must provide adequate proof of their identity in the form of a photographic identification such as a driver's license or passport. (A properly completed Statutory Declaration is acceptable if photographic identification cannot be provided, and the compound attendant is satisfied that the person would not be expected to possess an identification document containing photographic identification.)

The form of identification used must be noted, with identifying numbers, on the 'Authority to Tow' form in the area headed 'Name of Owner/Person retrieving the vehicle'.

If the above cannot be satisfactorily met, then the matter shall be referred to the Contract Manager.

7.7.2.1.4 The person requesting release of the vehicle must be able to provide evidence that they are the owner of the vehicle or are acting as the representative of the owner of the vehicle.

7.7.2. 1.5 The person requesting release of the vehicle must be able to pay the release fee, any applicable vehicle storage fee and the call out fee, if applicable.

A vehicle cannot be released from the compound without full payment of the release fee unless the Contract Manager determines that it shall be released and, if so under what conditions it will be permitted.

When the release fee cannot be paid in full and the owner or a representative of the vehicle owner is seeking to have the vehicle released from the compound; the compound

attendant shall refer to the Contract Manager. When the Contract Manager authorises the release of a vehicle without requiring full payment, or authorises a deferred payment of the release fee, the compound attendant is not to release the vehicle prior to the person requesting release of the vehicle completing an 'Agreement to Pay'.

7.7.2.2 Once the above checks have been completed and the appropriate fees for the release of the vehicle have been paid in full or the 'Agreement to Pay' form has been signed, the Contractor is to ensure that the 'Authority to Tow' form headed 'Receipt and portion at the bottom of Tax Invoice' is completed. The 'Receipt and Tax Invoice' is then to be presented to the person collecting the vehicle.

7.7.2.3 The 'Authority to Tow' form is then signed by the person retrieving the vehicle. The Contractor is to allow a person to inspect their vehicle, if requested, prior to signing the 'Authority to Tow' form. Once this procedure is complete, the Contractor is then authorised to release the vehicle from the compound. The Contractor is to retain the balance of the original copy and the duplicate copy of the 'Authority to Tow' form.

8 SALE OF UNCOLLECTED VEHICLES

- 8.1 When a vehicle remains uncollected, the Contractor is to notify (by email or equivalent system deemed acceptable by the Contract Manager) the Contract Manager of any vehicles, which have been impounded for a period of more than thirty days and have not been collected. The Contract Manager may then authorise the sale of the abandoned vehicle by public auction.
- 8.2 When directed electronically or in writing by the Contract Manager, the Contractor is to put up for sale any duly nominated vehicles within one month.
- 8.3 The Contract Manager's direction must indicate the registration number of the vehicle and the State in which vehicle is registered, the make, model and colour of the vehicle.
- 8.4 The sale must satisfy the following characteristics:
 - 8.4.1 publicly advertised;

- 8.4.2 publicly accessible;
- 8.4.3 during regular business hours; and
- 8.4.4 by auction to the highest bidder

9 REMITTANCE OF MONIES AND INFORMATION TO COUNCIL

9.1 Claimed Vehicles

9.1.1 Banking of Monies

The Contractor is to deposit all monies collected (ie cash, cheques and money orders), minus Contractor costs in accordance with the service delivery contract, into the Council's bank account within five business days of month end.

The Contractor is to make available within one day of vehicle receipt and release a report of vehicles received and released by the Contractor.

- 9.1.2 The Contractor is to provide the Contract Manager with original copies of the 'Authority to Tow' form for each vehicle released, the completed, original copy of the 'Agreement to Pay' form, and a 'Vehicle Admissions and Payment Reconciliation Report'.

- 9.1.3 Separate reports for each Vehicle Impound Service normal working day (i.e. Monday to Saturday inclusive) are to be compiled or configured. These reports are to be made available to the Contract Manager by the close of business of the next working day.

9.2 Sold Vehicles

9.2.1 Banking of Monies

The Contractor is to remit to Council all proceeds from sales (i.e. cash, cheques and money orders), minus Contractor costs in accordance with the service delivery contract, into the Council's bank account within five business days of month end. In addition, the Contractor is to make available to Council a monthly reconciliation of sales proceeds and expenses within fourteen days of month end.

9.2.2 Remittance Advice

Each vehicle sale is to be accompanied with a detailed remittance advice together with a summary of all remittances relating to Council's vehicles sold on that auction day.

- 9.2.3 The information to be provided includes a summary of the vehicles sold, the completed original copies of the 'Authority to

Tow' form for each vehicle released, the completed original copy of the 'Agreement to Pay' form and a completed copy of vehicle registration transfer. Records of credit card and EFTPOS payments are to be indicated in this report.

9.2.4 Separate reports for each Vehicle Impound Service normal working day (i.e. Monday to Saturday inclusive) are to be compiled. These reports are to be submitted to the Contract Manager by the close of business of the next Council working day.

9.3 Reconciliation, Invoice and Information

9.3.1 For each month, the Contractor shall make available within five business days of month end an invoice to Council, claiming for each vehicle towed and released during the previous month all payments or fees owing. This invoice is to be suitable for reporting Council's GST liabilities.

9.3.2 The Contractor shall note that a successful tow is defined as a towing operation which results in an illegally parked vehicle removed from a tow away zone (after authority to tow has been issued by the Council) being delivered to the vehicle compound and its release to the impound attendant in accordance with this contract.

9.3.3 In addition to the invoice, the Contractor shall make available within five business days a report that contains a list of all vehicles towed on a daily basis for the month detailing Council job number, time arrived on site, registration of vehicle, Section of road the vehicle was removed from, time vehicle was cleared from site, sale date, sale value and vehicle specific costs.

9.3.4 The reports are to be supplied in the format of an Excel spread sheet. One hard copy of the report is to be attached to the invoice. Separately, an electronic copy of the reports is to be provided to the Contract Manager via e-mail. Exact requirements concerning the format, compilation and submission of the reports will be advised by the Contract Manager after the Contract commences and from time to time as the need for any changes arises.