



Schedule 1:
London Borough of Camden
Small Format Digital Advertising
Specification

1. Introduction

The London Borough of Camden (The Council) requires a suitably qualified Concessionaire to undertake the supply, installation, maintenance and advertising media owner concession services on the Council's Small Format Advertising Estate to deliver high quality services and maximise advertising revenues. The small format package is made up of eight sites with advertising consent to display digital commercial advertising. The Concessionaire will need to work with the current incumbent to help facilitate the removal of existing freestanding advertisements.

1.1 The Concessionaire will be responsible for:

- 1.1.1 Supply and installation of Advertising Panels including digital screens
- 1.1.2 Maintenance, replacement and/or repair of damaged Advertising Panels
- 1.1.3 Advertising revenue generation and guaranteed income to the Council
- 1.1.4 Installation, design and manufacture of advertising content in various formats including advertising of Council Messages
- 1.1.5 managing compliance with legal and statutory obligations including Construction Design Management Regulations 2015 (CDM 2015), and management of activity associated with installation and maintenance of this service
- 1.1.6 Planning/advertising applications in the event that locations change, new locations are added during the contract term or the media type changes for that already approved.
- 1.1.7 The apparatus must be structurally safe, and certified by a suitably qualified structural engineer.
- 1.1.8 All Advertising Panels must have a minimum guarantee of 5 years
- 1.1.9 At the end of the roll out period as set out in the contract mobilisation plan, the Concessionaire will, provide a full asset list detailing an Advertising Panel identification number and the location of the panels and any associated equipment.

1.2 All costs associated with the design, build, installation and maintenance of the advertising structure will be funded by the Concessionaire.

1.3 The contract will support and contribute to the delivery of the following outcomes;

- 1.3.1 Quality Advertising Panels; installing, maintaining and enhancing a reliable, accessible and high quality infrastructure.
- 1.3.2 Maximising revenue generation

1.4 The Concessionaire is required to submit an exit strategy outlining how they would manage assets and services when the contract ends, for whatever reason, for review and agreement by the Council. This should be provided within 3 months of the start of contract and will be reviewed no less than annually.

2.0 Background

2.1 Eight sites with small format advertising panels have been granted double sided advertising consent to display digital commercial advertising.

2.2 The eight sites granted double sided advertising consent are shown on List 1 below. This list will be used for tender price evaluation purposes.

List 1

	Site Address	Planning application reference
1	1-6 PROCTER STREET WC1V 6NZ	2018/0521/A
2	82 TOTTENHAM COURT ROAD W1T 4TF	2018/0515/A
3	28-29 TOTTENHAM COURT ROAD W1T 7QX	2018/0516/A
4	18 TOTTENHAM COURT ROAD W17 1BL	2018/0517/A
5	98 TOTTENHAM COURT ROAD W1T 4TP	2018/0518/A
6	42-44 HAMPSTEAD ROAD NW1 2PX	2018/0520/A
7	110-113 TOTTENHAM COURT ROAD W1T 5AE	2018/0519/A
8	67 ST GILES HIGH STREET WC2H 8JL	2018/0523/A

To find the planning application details please use this [link](#) .

2.3 There is no requirement for the Concessionaire to confine scope to the sites shown in the table above. The successful Concessionaire is encouraged to submit

planning applications on behalf of the Council in the Council's name for additional small format advertising sites on the public highway or on Council land throughout the contract term, subject to the Conditions of Contract and agreement with Camden Council, at the Concessionaire's own risk and cost, providing it meets the requirements of the Council's Planning Policy. In such instances the Council will require projected advertising revenue forecasts in support of any application.

2.4 The successful Concessionaire has responsibility for managing the promotion and sale of small format advertising on the Council's estate and working with nominated officers from the Engineering Service, who will be the lead contact for this contract.

2.5 The Concessionaire will be required to provide advertising revenue to the Council. The advertising revenue to the Council will be a guaranteed minimum income. Including a percentage share of the excess revenue received by the Concessionaire in respect of advertising on Advertising Panels for additional sites. The tenderer is required to include details of their unit rate, occupancy rate, gross revenue share, net revenue and deductions. In respect of any additional sites agreed during the contract term, the Concessionaire is required to provide a 50/50 share of the excess revenue generated to the Council.

2.6 The Concessionaire shall ensure the relevant licences and planning permissions required to deliver this service are in place prior to installation. These will include, but are not limited to planning permission, parking suspensions and a Temporary Traffic Order if a road or footway closure is necessary. The Concessionaire may be required to seek licences to work on the highway during the performance of this contract. (This could take 2 months.)

3.0 Definitions

3.1 All words and expressions used in this Specification with an initial capital letter shall have the meanings set out below

'Advertising Revenue' means the total fee payable to the Council based on a minimum guaranteed income amount no less than £190,000 per annum, from the commencement date of the contract. The advertising revenue will be a proportion of that received by the Concessionaire in respect of advertising within the Panels. There will also be a requirement for a 50/50 revenue share of income generated at any additional locations agreed during the term of the contract. The revenue share is defined as being before expenditure and other deductions are made.

'Revenue Share' is a 50/50 split provided on the revenue generated in advertising sales. The 50/50 is split on the Revenue before costs are deducted, and for clarity it is not based on profit share.

'Advertising Panel' is a rectangle that supports the screen measuring a maximum of 2285,00mm (height) x 1048,00mm (width) x 330,00mm (depth) or similar designs.

'Digital Screen' is a rectangular screen measuring a maximum of 1650, 80mm (height) x 928,80mm (width) or similar.

‘Council Messages’ means any small format information that the Council provides to promote Council services, activities or public information.

‘Small format’ means a small structure holding digital display screen advertisements.

‘Service’ is the production, installation, inspection, maintenance, advertising media and removal of Small Format on the Council’s Public Realm and where applicable the storage of Small Format.

‘Contract Manager’ means a named officer within the Engineering Service. Details of the Council officer responsible will be made available during the contract mobilisation period.

‘The Council’ means London Borough of Camden

4.0 Scope of Services

4.1 The Concessionaire shall provide the following Services under the Agreement;

- 4.1.1 Work with the incumbent outdoor Concessionaire to plan a timeframe for the removal of any existing free standing advertisements and to ensure a successful transition during mobilisation.
- 4.1.2 A detailed project plan showing proposed phases to be agreed with the Council at the beginning of mobilisation. This will include the ordering and delivery of equipment, roll out and replacement. It should identify actions, timelines and who will be responsible. The project plan should show planned actions during mobilisation and throughout the contract term. Planning for the initial stages of mobilisation and the first 6 months following contract start date is required to be detailed.
- 4.1.3 Site survey and testing to identify potential utility pipes and cabling, ensure that services including electricity voltage power and data meet requirements and that appropriate foundations are laid. The Concessionaire will be responsible for specifying requirements and for safe installation and implementation of the structures and advertising screens e.g. liaising with Energy Company, Council services etc.
- 4.1.4 Installation, inspection, defects and sign off of advertising panel ensuring compliance with Lane Rental, Health and Safety, CDM Regulations 2015, Environmental and all other regulatory, legal, authority and industry required standards, policies and best practice processes and procedures required in the performance of the Services. The digital cooling system is required to be maintained and checked regularly to ensure that it is functioning at an appropriate and safe temperature.

4.1.5 Premium quality digital displays and associated hardware and software to

ensure displays meet best in class quality threshold throughout the duration of the agreement. Detailed specification to be supplied illustrating that the displays are fit for purpose together with refresh strategy to ensure screen quality is maintained throughout the contract term.

- 4.1.6 Deliver the following Maintenance and Inspection schedule of digital advertising displays with reports submitted to the Council's Contract Manager:
- General cleaning of advertising panels, displays and other technology and equipment affixed to the advertising structure at 4 weekly intervals minimum.
 - Regular checking of the assets for damage and cleanliness at 8 weekly intervals minimum.
 - A mechanism to address any damage immediately of reporting to the Concessionaire.
 - Electrical safety checks every 6 months
 - General structure reports every 2 years
 - Visual principal inspections every 5 years
- 4.1.7 Electricity and data supply and payment for digital advertising displays, technology and equipment.
- 4.1.8 Advertising media owner services to a standard considered best in class in the Out of Home (OOH) advertising industry.
- 4.1.9 Commercial exploitation services of the Advertising Rights on the Council's Small Format estate to ensure maximum advertising revenue is generated.
- 4.1.10 Advertising content services to an industry acceptable standard required over the term of the Agreement.
- 4.1.11 Professional personnel appropriately trained, equipped and dressed to perform the requisite services on behalf of the Council under the Agreement. Staff are required to have identification.
- 4.1.12 Management and accountability for compliance with all legal and statutory obligations associated with the Services.
- 4.1.13 Management and accountability for obtaining the necessary consents required under the Town & Country Planning (Control of Advertisements) Regulations 1992 for the display of commercial advertising.
- 4.1.14 Expert advice for the commercial exploitation of the Council's Small Format

Advertising estate and broader Authority advertising initiatives as required;

4.1.15 Quality Assurance services to ensure the Advertising Media is considered appropriate, complies with Industry standards, Camden's Planning Policy and planning consent design. Advertising content should not conflict with the Camden 2025 Plan objectives and should be displayed to a satisfactory standard. This may include sample site inspection visits.

4.1.16 Management and accountability for prompt payment to the Council, Agency Commissions, rates (uniform business rates), utilities, sureties and service charges to third parties.

4.1.17 The Concessionaire will be responsible for all costs incurred in the running of the Contract, which shall include but not be limited to the following;

- i) Materials
- ii) Equipment
- iii) Works
- iv) Labour
- v) Management/Administration
- vi) Liaison with Council departments and other bodies
- vii) Attending meetings
- viii) Health and safety provision
- ix) Traffic control measures
- x) Business Rates
- xi) Inspections and testing
- xii) Maintenance and repairs (including structures and screens)
- xiii) Any other relevant overhead costs including but not limited to, connection of the structure to a supply of electricity, consumption of electricity, the provision and laying of any data cables, production, marketing, maintenance, insurance and the payment of any taxes or rates imposed in relation to the operation of the advertising panels and displays, including parking and congestion charges.

4.1.18 Management and delivery of the Scope of Services.

4.1.19 Compliance with all obligations set out in the Agreement.

4.1.20 Provision of up to 5% space for Council messages. The Concessionaire will need to provide a mechanism so that the Council can validate that they have been provided with the 5% of free message space. This 5% will be available starting from the 1st Day of the contract and will continue for the following 12 months. At the Anniversary of the start of the contract each year the 5% will start again lasting for the following 12 months. The Council will be responsible for the creation of Camden's advertisement and public

messages. The Concessionaire will be required to make whatever adaptations are required to ensure that the message is played out to a satisfactory standard at no cost to the Council.

4.1.21 Requests for Council Messaging will be managed by the Council's Communications Team, details of the Council Officer responsible for this process will be made available during the contract mobilisation period.

4.1.22 The Concessionaire is to provide 75% of the 5% Council messaging time during the hours of 7am to 9pm.

5.0 Emergency Messaging

5.1 In the event that emergency public messages need to be displayed, these will be scheduled by the Concessionaire upon receipt and will override all existing advertising messages. Emergency messaging is restricted to matters of public safety such as a security incident.

5.2 The Concessionaire will only display messages from a pre-determined list of The Council contacts and should be displayed only following an email or phone call from a verified contact. The display of such messages will be temporary in nature and will not affect any guaranteed revenue.

5.3 The Council will provide the text for the message and will indicate where the message should be displayed. Where technology allows, this may be on all digital sites within 0.5 miles of a set location

5.4 Should a request for emergency digital messaging be requested from an authorised contact, this should be displayed within 1 hour of notification between the hours of 7am-9pm, or earlier if possible. Outside of these hours, messages should be displayed within 3 hours of notification.

5.5 The Concessionaire will agree a process with the Council to ensure that Council messages are easy to implement at no additional cost to the Council. (It is envisaged that Council information/advertising designs will be emailed to the contracted software controller for input.)

6.0 Utilities and Energy

6.1 The Concessionaire shall be responsible for all energy costs, including internal illumination of advertising panels and communications. The Council shall not be responsible for arranging or paying for connection/disconnection to/from public lighting, communications and/or a power supply company.

6.2 All electrical connections will be installed to regulation at time of installation.

6.3 The Concessionaire shall be responsible for ensuring that all free issue electrical supply cabling is inspected and tested by a suitably qualified person

- a) upon installation;
- b) immediately following any alteration to circuit wiring;
- c) periodically – every 6 months.

6.4 The Concessionaire shall notify the Council of any electrical connections, disconnections, communications connections, reconnections of Advertising Panels, or alterations to equipment therein that affect energy consumption.

6.5 The Concessionaire shall at its own expense before commencing the works of installation take such steps as may be necessary to ascertain whether in carrying out the works there will be any interference with Statutory Undertakers apparatus or any pipes, cables, or drains within or adjacent to the site of the works and if so make the appropriate arrangements to safeguard the apparatus, pipes, cables, and drains as the case may be. The Council reserves the right to monitor compliance as it sees fit.

6.6 Any site surveys required regarding (but not limited to) utilities and services will be at the cost of the Concessionaire.

6.7 The Advertising Panel must be as energy efficient as possible. Estimated energy usage (KWH/Annum) per Advertising Panel shall be provided to the Council at the start of the contract.

7.0 Installation

7.1 The Concessionaire shall carry out installation at its own expense and in accordance with its submission and the 'Traffic Safety Measures for Roadworks' as contained in Chapter 8 of the [Traffic Signs Manual](#) published by the Department for Transport.

7.2 All permitting required under the New Roads and Streetworks Act 1991 (NRSWA) shall be the responsibility of the Concessionaire. This may include (but is not limited to), traffic management plans, crane permits and excavation permits.

8.0 Site Changes

8.1 Should the Council request that an Advertising Panel be relocated during the contract term; relocation costs shall be paid for by the Council.

8.2 Where additional Advertising Panels are to be provided or relocated at the request of Camden, the Concessionaire will be responsible for applying for planning consent

on behalf of the Council. The planning application fee (only) will be paid for by the Council.

- 8.3 Should The Council wish to remove an advertising panel, the costs shall be paid for by the Council.
- 8.4 Any changes to revenue will be by mutual agreement and based on open book information.
- 8.5 Where necessary the Concessionaire, on completion of the works shall reinstate each site so that it is left in a safe condition and in keeping with the surrounding footway and using the same materials. For this purpose the reinstatement shall be carried out in accordance with the 'NRSWA 1991 Code of Practice Third Edition – Specification for the Reinstatement of Openings in Highways'.
- 8.6 No temporary reinstatements are permissible.
- 8.7 In circumstances where a decision has been taken to remove or replace a digital screen from operation, the Concessionaire shall be responsible for all activity associated with the removal and for replacing the digital screen with a standard non-advertising panel.

9.0 Maintenance Regime

- 9.1 The Concessionaire shall, at its own expense, inspect and clean each Advertising Panel and provide a full maintenance and repair service.
- 9.2 The Concessionaire shall provide an emergency maintenance service, which shall apply where an Advertising Panel is damaged or unsafe as to be a danger to pedestrians, traffic, or property, including glass and debris removal or to remove racist or obscene graffiti or any noxious substances.
- 9.3 In extraordinary cases where an Advertising Panel is subject to persistent damage, the Concessionaire shall alter the material of the panels of the Advertising Panel so as to make it more durable at the cost of the Concessionaire.
- 9.4 An emergency telephone number for repairs or maintenance to the advertising panel shall be clearly displayed.
- 9.5 Any Advertising Panels damaged beyond repair on site that need to be removed should be replaced within one month of the incident occurring at the cost of the Concessionaire.

9.6 The maintenance programme submitted in the tender response shall become effective on installation.

10.0 Technological Enhancements during the Contract Term

10.1 As and when new technological advances appear the Concessionaire is encouraged to make suggestions for future technology at and on Advertising Panels and to be willing to evolve what they are providing over the life of the contract.

10.2 If required, the Concessionaire shall at its own expense update advertising provisions, such as digital advertising and any other technological advances at a minimum of every 3 years.

10.3 In circumstances where it is agreed that digital/technological enhancements should be implemented, the Concessionaire shall also be responsible for;

- Supply, installation, maintenance and safe disposal of the Digital Panels and/or other technology and equipment required in the performance of Advertising Panel advertising
- The provision of all hardware and software associated with the digital panel and/or other technology and equipment required in the operation thereof, this shall also include, but not limited to all electrical wiring required to operate the digital panels
- The provision of Wi-Fi, or other enabling technology required for the connectivity and data transfer to the digital panels or other
- The completion and cost of relevant planning consent.

11.0 Contract Management and Reporting

11.1. The Concessionaire must work with stakeholders, The Council such as the Highways, Transport Strategy, Communications and the West End project teams.

1. During the period of installation, the Concessionaire shall provide monthly reports on the installation programme.
2. From the start of the contract, the Concessionaire shall provide monthly reports. These should include (but are not limited to):
3. Damage and repairs occurring to Advertising Panels
4. Income to Camden
5. Changes to assets
6. Maintenance Programme
7. Energy Usage

- 11.2 The content and format of reports shall be agreed with the Council within 30 days of the award of contract.
- 11.3 Concessionaire representative will attend quarterly review meetings (or more frequently as required) called by the Council, the primary purpose of which will be to:
1. Review the Concessionaire's advertising campaigns
 2. Explore additional revenue opportunities
 3. Provide an opportunity for either party to raise issues which could cause disruption to the advertising campaigns, or otherwise prejudice this Contract or any part of this Contract.
- 11.4 Provide to the Council not less than 5 working days before the end of each month of the Contract a written list detailing the campaigns or otherwise of the Designated Small Format during the next month(s).
- 11.5 When required by the Council the Concessionaire will provide full open book accounting access/information to all such records as may reasonably be required by him or her to verify the Concessionaire's gross and net advertising revenue generated by advertising on Small Format. This includes information being made available to the Council in full and access for Council related audits.
- 11.6 Adverts for chocolate bars/biscuits, fizzy drinks or fast food or any adverts of a similar nature are not permitted to be located directly outside of any schools or nurseries in the borough or within a 50 metre radius. The Planning department can only consider the impact of an advertisement on public safety and visual amenity and cannot consider the content of an advert or the likely advertiser. Therefore where there is any doubt by the Concessionaire you must contact the Council's Contract Manager with the proposed content to seek permission for it to be displayed.

12.0 West End Project

- 12.1 A major project will be taking place in the Tottenham Court Road area during 2019/20, this is known as the West End Project. This includes five new Advertising panels sites, as identified on List 1. In order to co-ordinate works with West End Project and minimise disruption, timeframes must be agreed with the West End Project team. This will be discussed with the Concessionaire during the mobilisation period.

13.0 Transport of Labour and Materials

- 13.1 The Concessionaire shall provide all necessary, transport, labour and materials required to provide the Service.

13.2 The Concessionaire shall comply with the Council's Work Related Road Risks.

14.0 Health and Safety

14.1 Health & Safety accreditation (OHSAS 18001, CHAS or HERS) ensures that Camden Council meets its obligations as the Highway Council Authority and the Client's Construction (Design & Management) (CDM) 2015 requirement regarding engaging competent Concessionaires. Therefore one or more of these accreditations are to be held, or evidence of a similar standard must be made available on request.

The Concessionaire shall:

14.2 Comply with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 and any other acts, orders, regulations and codes of practice relating to health and safety which may apply to Staff and other persons working in relation to the Services in the performance of the Contract; and

14.3 Ensure that all staff comply with the Concessionaire's Health and Safety policies and Legislation.

14.4 The Concessionaire shall ensure that all Staff installing and maintaining the Advertising Panels are equipped and employing appropriate PPE (Personal Protective Equipment) and are trained and competent to undertake the task that they are engaged in. Concessionaire staff will be dressed in reflective jackets, suitable footwear and are smart, clean with recognisable uniforms and visible identification.

15.0 Insurance

15.1. The Concessionaire must indemnify the Council against any damage to the footway or claims by third parties throughout the duration of the contract and each and every Campaign. This includes the installation, maintenance and removal during the entire Campaign.

The Concessionaire is required to have the following liability(s);

15.2. Public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims;

15.3. Employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims;

15.4. Professional indemnity insurance with a limit of indemnity not less than two million pounds (£2,000,000) in relation to any one claim or series of claims; and

15.5. Products liability insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in relation to any one claim or series of claims,

16.0 Emergency Response

16.1 The Concessionaire must respond to a request by the Authorised Officer or a Council member of staff in an emergency situation. This may include making safe, removal of damaged and faulty Small Formats or other security issues that require the immediate removal of a Small Format within a period of;

- One hour if a health and safety issue is reported to the Concessionaire by the Council.
- Twenty Four hours if no health and safety issue is reported to the Concessionaire and the Concessionaire shall reinstall a removed Small Format when instructed by the Authorised Officer to do so. For the avoidance of doubt this shall be carried out by the Concessionaire at no extra cost to the Council. Income revenues will subsequently be adjusted on a case by case basis depending on circumstances.

17.0 Complaints/Compliments

17.1. The Concessionaire shall forward details of all complaints/compliments received by the Concessionaire to the contract manager within 2 working days, providing details of any action that has been taken by the Concessionaire.

17.2. The Concessionaire shall respond to any complaints/queries raised by the Council within 5 working days. This deadline is subject to change by the Council in the event that there is an urgent issue to be addressed.

18.0 Small Format Advertising Panel Design

18.1 The advertising panel should meet the design guidelines and dimensions to ensure compliance with planning consent or a similar design.

19.0 Removal

19.1 Upon termination of the Agreement the Concessionaire shall at its own cost repossess and remove all items of Equipment and Other Equipment making good all damage thereby caused to the Sites on which such items were installed and no direct or indirect cost to the Council, and until all items of Equipment and Other Equipment are repossessed and removed comply with its obligations.

19.2 If the Concessionaire should fail to remove any item of Equipment or Other Equipment within 6 months upon the expiry, or termination or cancellation of the

Agreement then the Council may remove, store such item, reinstate the Site where the item was installed and recover its reasonable costs from the Concessionaire.

20.0 Collaboration

20.1 The Concessionaire shall assist and co-operate with the Council, its affiliates and third parties that are reasonably nominated and relied upon by the Council in all matters relating to the on-going development and innovation of Out of Home Advertising and other inter-dependent services during the term of this Agreement as required by the Council.

20.2 Where opportunities to collaborate are identified that can promote greater efficiency, effectiveness and commercial return these should be explored, reported and agreed through the contract management and reporting process.

21.0 General

21.1 The Council reserves the right to undertake best value reviews of goods and services provided under the Agreement. Where it is identified prudent to do so, the Council may source goods and services directly for use by the Concessionaire. Such goods and services shall remain the property of the Council unless otherwise agreed.

21.2 The Council reserves the right to amend the scope of services and any part of the Specification, in light of future developments, changing technological and/or other service enhancements, business opportunities or initiatives which the Council require.

21.3 The Council reserves the right to refuse, or determine where Advertising panel(s) (Standard Advertising Panels and Digital Panels) or other technology and equipment shall be located. Such refusal and determination not to be unreasonably enforced.

21.4 The Concessionaire shall, upon demand, supply The Council with the specifications and such technical drawings and technical information as the Council may reasonably require to enable the Council to exercise its rights under this Agreement.

21.5 The Council reserves the right to make operational decisions either with, or without the consent of the Concessionaire with respect to the Advertising Estate which are considered paramount to the Council's operations, or in the best interests of the general public.