



Part 2 Specification

Contract Reference

TBS2319

Contract Title

Digital Advertising and Marketing

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1. Overall Scope and Nature of the Requirement

- 1.1 Torbay Council requires a suitably experienced Contractor to work with the Authority, to help raise revenue through the sale of advertising on outdoor digital screen assets. The Contractor will provide and install the screens and seek out, agree and manage commercial advertising packages for the Asset Portfolio contained within the attached Appendix C Initial Locations for advertising.
- 1.2 The Council has identified eight urban locations for outdoor digital advertising display screens of up to 48 sheet in size.

2. Minimum Requirements

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

- 2.1 The Contractor will supply, install and maintain outdoor digital advertising screens of a high quality design in the Torbay area for the life of the Contract;
- 2.2 The Contractor will have the capacity to provide advertising sales in an income share arrangement with the Council;
- 2.3 All adverts generated will comply with the ASA code and will not include any material which may bring the Council into disrepute; and
- 2.4 The Contractor will adhere to any planning conditions applied by the Planning Authority.

3. Specific Requirements

- 3.1 The Contractor will provide and install outdoor digital screen infrastructure with any necessary power supply, of a high quality design in identified Torbay locations with features to include:
- (a) Controls on screen illumination levels;
 - (b) Controls on operating times of outdoor digital screens;
 - (c) Energy efficient power consumption operating model;
 - (d) The screens supplied must have anti-reflective glass, be vandal resistant and have immunity to water and dust and with ingress protection rating; and
 - (e) Facilitate static digital adverts only.

3.2 Service Requirements

- 3.3 The Contractor will be required to:
- (a) Maximise the income generating performance of the digital asset portfolio;
 - (b) Provide full financial transparency for the purposes of evidencing income generation and calculating income share from this Contract;
 - (c) Allocate a percentage of screen time for community adverts/Council campaigns/public service announcements as required by the Council;
 - (d) Develop an implementation plan for all outdoor assets to ensure that the maximum financial potential to the Council is realised;
 - (e) Provide a Marketing Plan with targets and timescales to be produced and agreed with the Council within 6 weeks of the Contract start date;
 - (f) Submit planning applications for initial identified sites within 30 days of Contract start date;
 - (g) Commence installation of outdoor digital advertising screens at the agreed locations within 3 months of the date of receipt of planning approval;
 - (h) Guarantee that all outdoor digital advertising screens installed will be operational from installation for the term of the contract;
 - (i) From time to time upgrade or enhance the software or hardware of the outdoor digital advertising screens during the contract period to ensure the advertising offer remains current and attractive to customers;
 - (j) Provide a customer and management service to external advertisers and to the Council in relation to digital advertising sales with suitably trained staff,

providing responses to advertising enquiries within 3 working days and a dedicated point of contact to manage customer complaints;

- (k) Provide a named Contract Manager for the Council;
- (l) Provide a resolution within 24 hours in the event of a screen failure; and
- (m) Establish a web hyperlink from the Council's website to the Contractor's website.

3.4 Digital Screen Locations

The Contractor will be required to:

- (a) Comply with Torbay Council's Highways Department's requirements for works on the public highway¹;
- (b) Develop a programme of inspections at least once in each year and at more frequent intervals such as the Contractor considers appropriate, for the outdoor digital advertising screens to include:
 - I. Structural inspections;
 - II. Stress Testing to ensure installations remain compliant with Health and Safety obligations;
 - III. Immediate surroundings are maintained at an acceptable visual appearance.
- (c) Maintain records of the inspections and risk assessments undertaken in respect of each outdoor digital advertising screen and produce these to the Council on request.
- (d) The Council reserves the right to request further inspections as it considers necessary.

3.5 Responsibilities of Contractor

- (a) Contact appropriate organisations (including locally based business organisations) with regard to the marketing of advertising sites. Please see Appendix C Initial Torbay Council locations for advertising for full location list of all existing sites;
- (b) Assume responsibility for Business Rates for each installed outdoor screen;
- (c) Liaise and work with the Council's Highways Department and Development Management team;
- (d) Obtain any necessary consent, approval, licence or permission required in order to deliver this Contract at no cost to the Council;
- (e) Prepare and submit all necessary planning application documents to achieve

¹ <https://www.torbay.gov.uk/roads/highways-licenses/>

- final planning consent before screens are installed;
- (f) Take responsibility for the maintenance of advertising screens, fixings and the groundwork in the immediate vicinity of the installation, paying due care and attention to the surrounding surface. The responsibility for the maintenance of the landscape areas as a whole will remain with the Council. The screens will be the property of the Contractor where the Council invest 0% CAPEX, and the cost of production, installation, maintenance, repair and removal will be paid for by Contractor;
 - (g) Take responsibility for all installation costs including power supply and all other costs throughout the life of this Contract;
 - (h) Delivery of a regular programme of maintenance as appropriate for each individual site, at a frequency to be agree with the Council;
 - (i) Ensure that no individual advertising or sponsorship contracts exceed 15 months when arranged during years 9 and 10 of this Contract, if extended;
 - (j) Ensure that advertising contracts for each site do not exceed the end date of this Contract; and
 - (k) At the end of this Contract and at the sole discretion of the Council, the Contractor will remove the existing advertising screens and make good the sites at no cost to the Council within 3 months of the Contract end date.

3.6 Responsibilities of the Council

- (a) Identify suitable sites for agreed initial screens;
- (b) The Council's Development Management Committee will need to approve type of preferred advertisers;
- (c) The Development Management Committee will have to approve the design for digital screens in colour and high impact;
- (d) Suggest potential leads (rewarding the Council with a finder's fee if the lead proves successful);
- (e) Raise invoices in a timely way on the basis of agreed calculations of Income.

4. Contract and Performance Review Requirements

- 4.1 The Contractor will be expected to attend Contract Review meetings at a frequency to be agreed at the initial Contract meeting, with a minimum of once every 6 months.
- 4.2 The Contractor will be required to provide an annual forward looking marketing strategy to be agreed with the Council, to be reviewed every 6 months.

4.3 Key Performance Indicators (KPIs)

The Contractor's performance will be measured against the following KPIs:

- Income transparency – Contractor to provide the value of advertising by contract/calendar/financial year end and quarterly income statements enabling calculation of Council's income share;
- Provide six-monthly accounts to enable the Council to confirm the percentage of gross advertising revenues in Torbay;
- Response times to queries from the Council within 3 working days;
- Payments to the Council within 30 days of invoice date;
- Provide a response and agreed resolution to a report of a damaged digital screen within 24 hours;
- Monitoring of the scheme, maintenance and repair or replacement of damaged screen to agreed performance requirements;
- Minimum screen operational time and downtime less than 5%;
- Removal of screens reported by the Council as being in a dangerous condition within 1 working day; and
- To pay over to the Council its share of revenue to agreed performance requirements

4.4 Management Information

Applicants should, by way of on-going Contract performance be prepared to produce management information to be agreed between the successful Contractor and Authority Authorised Representative. The Contractor should be able to produce the agreed management information in an electronic format such as Microsoft Excel or any other such format as specified by the Authority. This will be at no cost to the Authority.

5. Invoicing

- 5.1 The Council will issue invoices on a quarterly basis, based on financial reporting from the Contractor.
- 5.2 Invoices must be settled within 30 days of the date of the invoice.
- 5.3 Payments will be made by BACS, account details to be provided to the successful Applicant.

6. Added Value

6.1 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.

6.2 Social Value, Sustainability, Environmental Considerations

- 6.2.1 The Authority is seeking a Contractor 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:

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

7. Scope and Nature of Possible Modifications or Options

- 7.1 The Council may wish to increase its digital advertising income with the addition of further screens in additional or different locations in Torbay in the short or medium term, depending on further planning consents being approved.
- 7.2 The Council will require the Contractor to be proactive by identifying potential further suitable sites during the life of this Contract.

8. Awarding the Contract on Behalf of Other Contracting Authorities

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