



**The City of Edinburgh Council**

**Specification**

**Edinburgh Festival Fringe Outdoor Advertising 2019**

**REF: CT2549**

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## **0 BACKGROUND**

- 0.1 The Edinburgh Festival Fringe is the largest arts festival in the world and takes place every August in Scotland's capital city.
- 0.2 Every year thousands of performers take to a multitude of stages all over Edinburgh to present shows for every taste. From big names in the world of entertainment to unknown artists looking to build their careers, the festival caters for everyone and includes theatre, comedy, dance, physical theatre, musicals, operas, music, exhibitions and events. Advertising of these events offer the wider community a visual display of the range of eclectic performances over this period.
- 0.3 In 2018, Edinburgh Festival Fringe surpassed more than 50,000 performances of 3,548 shows, selling more than 2.8 million tickets, a 5% year on year increase.
- 0.4 There were around 950 different locations of on-street advertising approved and situated throughout the city, predominantly within the city centre, with emphasis around the streets where the performances were occurring.
- 0.5 Approximately 21 per cent of shows made use of the outdoor advertising scheme in 2018.
- 0.6 It is the intention of The City of Edinburgh Council that any contract resulting from this tender will commence in March 2019 for a period of 4 years with an optional extension, which can be renewed in 12-month extensions, for up to a further 3 years, at the sole discretion of the Council, and only upon satisfactory performance having been maintained during the Contract.
- 0.7 The City of Edinburgh Council anticipates a concessional arrangement for the advertising of performances over the Edinburgh Fringe Festival period will fund operational costs associated with the Edinburgh Fringe Festival.
- 0.8 The concessional arrangement is expected to commence in March 2019 to allow Edinburgh Fringe participants the opportunity to book advertisements for the promotion of their performances beginning August 2019.

## **1 SERVICE REQUIREMENTS**

- 1.1 The successful Contractor will be expected to provide operational responsibility for the design, delivery and maintenance of all outdoor festival advertising including (but not limited to):
  - Designing suitable formats
  - Identifying sites
  - Taking bookings
  - Production of artwork and confirmation of display to participants
  - Building and maintenance of advertising structures
  - Keeping areas free of unwanted flyposting, graffiti, stickers, litter, etc
  - Display of artwork
  - Community benefits
  - Resolution of complaints and enquiries
  - Removal and clean-up
- 1.2 The festival advertising scheme should be presented in such a manner in keeping with the city's World Heritage status. The scheme should present an outstanding, presentable, and suitable environment to cater for clients of the scheme to promote their shows while respecting local businesses and minimising the impact on residents.

- 1.3 Festival advertising should also provide a welcoming message to the city's visitors and performers through consistent branding, design, and quality, befitting of the world's largest arts festival that showcase the performing arts, theatre, comedy, dance and music on offer.
- 1.4 The Contractor should be committed to continuous improvement of the standards and operations of the Contract, ensuring a transparent, fair, and accessible advertising scheme that is affordable and suitable for festival participants.

## **2 SPONSORSHIP**

- 2.1 The Council is currently exploring opportunities to incorporate sponsorship/branding within the Contract. This may take the form of, but not be limited to, clearly visible sponsorship/branding on posters, banners, triangles, lamppost wraps, advertising structures, freestanding units, or any deliverable throughout this Contract.
- 2.2 It is a condition of this Contract that the successful Contractor must incorporate the Council's sponsor within all promotional material as instructed to by the Council and co-operate fully with both the Council and any sponsor.
- 2.3 The Council must approve all design concepts for printing of sponsorship onto any materials prior to being finalised and distributed.
- 2.4 The Council will notify the successful Contractor of any intention to incorporate sponsorship within the Contract. The Council will advise accordingly for any subsequent years.

## **3 KEY DATES**

- 3.1 the next Edinburgh Fringe Festival commences 2 August until 26 August 2019; the dates will be agreed with the Contractor each year.
- 3.2 the in-charge display period of outdoor advertising commences a minimum of seven days prior to the official festival date and ends five days afterwards (or otherwise agreed by the Council's Authorised Officer);
- 3.3 it is the intention of the Council that the Contract will commence on 1 March for the calendar year (this will also be the "anniversary date" for any extension unless otherwise agreed by the Council's Authorised Officer);
- 3.4 an online booking system for performers must be accessible by 31 March each year.
- 3.5 installation works may commence from the second Monday of July each year (or otherwise agreed by the Council's Authorised Officer);
- 3.6 removal of all advertising materials and structures and associated clean-ups must be concluded by the 20th September each year;
- 3.7 weekly contact with representatives from the Edinburgh Fringe Festival and the Council will occur throughout the duration of the in-charge display period (or as otherwise agreed by the Council's Authorised Officer);
- 3.8 the Contractor must prepare an Evaluation Report by the 31st October, each year, should be submitted to the Council's Authorised Officer. The Evaluation Report should consider client feedback, customer enquiries and complaints and community feedback, informatics, aims and objectives, review of performance, quality measures, clear down,

community initiatives, areas for improvement, finances, etc.

#### **4 WORK SCHEDULING**

- 4.1 The Contractor will provide an operational plan and associated contacts for personnel in relation to the management of the advertising sites by 1 March 2019, and annually thereafter to the Council's Authorised Officer. This must include a clear process for dealing with enquiries from members of the public. All telephone, email and written enquiries from the public are expected to be resolved within 48 hours.
- 4.2 The Contractor will ensure that all permits / permissions to work / installations are in place and resident/business issues have been resolved before work commences. Advance notification to residents and businesses may be required i.e. by letter drop, particularly where an installation is directly situated outside business premises.
- 4.3 The Contractor will provide an electronic map of all advertising site locations detailing the type of advertising, display method, area, and all price ranges offered to participants of the Edinburgh Fringe Festival advertised geographically by 31 January, each year (or as otherwise agreed by the Council's Authorised Officer).
- 4.4 Any new locations will require approval from the Council's Authorised Officer in writing at least six weeks in advance. The Contractor should provide the Council's Authorised Officer with the information reasonably required to inform the decision. The Council's Authorised Officer may refuse any location or advertising installation for whatever reason.
- 4.5 The Council reserves the right to censor the content of posters to ensure there is no festival advertising that is likely to cause offence or which are counter to our Public Sector Equality Duty.
- 4.6 The Contractor will provide at no cost to the Council, a clean down or removal of all graffiti and fly posting, including stickers (and residues, string, cable ties), daily, and remove litter and detritus, within a 50-metre radius of each advertising site throughout the duration of the in-charge display period.
- 4.7 The Contractor, at no cost to the Council, will be responsible for the supply, erection, dismantling and maintenance of all materials and equipment of the different advertising styles / installations which have been utilised by the Contractor in the delivery of this Contract.
- 4.8 The Contractor will outline in the tender submission community benefits and enhancements to the clean-up in terms of betterment to the area, e.g. painting, anti-graffiti coating, chewing gum removal, other cleaning.
- 4.9 The Contractor will ensure that the full range of performances is balanced in each of the advertising locations to ensure there is not an over concentration of one particular performance, promoter or venue of the Edinburgh Festival Fringe to ensure the advertising scheme promotes the diverse eclectic performances that the Edinburgh Festival Fringe offers.
- 4.10 The Contractor will ensure that all structures and designs of temporary advertising are easily inspected to ensure that no items are hidden from view to assist with counter-terrorism and public safety and security measures. For example, hollow structures must have a secure, sealed top, have viewing windows and be raised up off the ground, so that it is possible to view into or underneath them. Certain structures or installations may not be authorised or used in particular locations to be advised by the Council's Authorised Officer. In addition, advertising structures may need to be removed at

relatively short notice for special events, at no cost to the Council.

- 4.11 The Contractor will take cognisance of weather conditions, including local wind velocities when working and make appropriate arrangements for down-time or inclement weather working
- 4.12 The Contractor will make allowance for other contractors or utilities working on site, coordinate with them for access and be prepared to stop or abandon works if an emergency arises in or near the area. Current works should be made safe and left secure and no risk to others. Uncompleted work should not be abandoned if it will present a risk to others. On site plant/equipment should not be left vulnerable to vandalism, theft or causing obstruction.

## **5 ORDERING OF ADVERTISEMENTS**

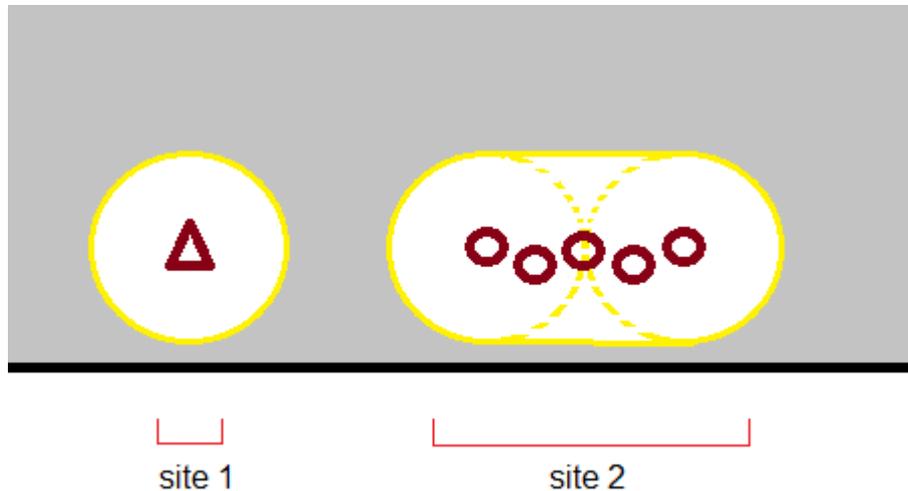
- 5.1 The Contractor should provide an ordering process which is streamlined and easily accessible to all parties. While this may take the form of an online ordering and tracking system or make use of other media, for example, use of smartphone applications. The Contractor should also allow for telephone or face to face contact.
- 5.2 The Contractor must provide an ordering process which should be open and transparent and prevent bulk purchase of formats or outdoor advertising locations. Rates for participation should be promoted to all Edinburgh Festival Fringe participants on the same timeframe. The Contractor is encouraged to promote the scheme through Edinburgh Festival Fringe communication channels. No slots must be sold or reserved before they are advertised to the Edinburgh Festival Fringe community as a whole to ensure all performers (large and small) have an equal opportunity to participate.
- 5.3 The Contractor may consider the use of early-bird or other discounts to encourage participation and incentives for new participants in the scheme.
- 5.4 The Contractor should consider breaking down the geographical area into distinct advertising zones.
- 5.5 The Contractor must provide a proof of posting mechanism to record the placement of advertising to participants, confirming the work has been undertaken.

## **6 INSTALLATION OF FESTIVAL ADVERTISING**

- 6.1 Permission must be sought from the Council prior to the installation of advertising at any site on the public footways, etc. Permission to install advertising around or in parks (e.g. on railings) requires approval from the Council's Parks, Greenspace and Cemeteries section. The Council's Authorised Officer will assist with internal consultation.
- 6.2 Where banners are affixed to railings (e.g. Princes Street Gardens), the Contractor must carry out a preliminary dilapidation survey of the railings, including a photographic record of the condition of each section of railings on to which banners are to be attached. In attaching banners to railings, rubber or other suitable non-marking materials should be used in order to avoid any damage to the railings. The Contractor will require to make good any damage to railings.
- 6.3 For advertising sites where railings are used to support banners, plus any other sites which may be vulnerable to wind disturbance, a Wind Management Plan must be produced and submitted to the Council in advance of any installations.
- 6.4 The Contractor should allow for a clean-up of areas prior to the installation of festival advertising including applying any anti-graffiti or similar coatings to reduce the potential

of unauthorised fly posting etc during the in-charge period.

- 6.5 An advertising site may consist of one single or a distinct cluster of a single form of an outdoor advertising structure on a given street (see triangle and circles in image below).
- 6.6 The 50-metre radius will be measured from the furthestmost advertising structure within a distinct cluster and not the central one (see yellow area in image below).



- 6.7 Each different style of advertising structure will constitute a different advertising site. The Contractor must identify each advertising site using a unique point of reference. Each advertising structure must also include a panel that consists of logos of Edinburgh Fringe and The City of Edinburgh Council. The panel should clearly states that the advertising is “authorised” and clearly provides the Contractor’s contact details so that any concerns over cleanliness, unauthorised fly posting, etc, can be easily reported to the Contractor by the public.
- 6.8 Property owners (residential, retail or business) and any other related interested parties should be informed four weeks prior to the commencement of works of the intention to install the advertisement(s). It is advised this be done in writing to each related owner/occupied of properties that may be affected as a result of the placement of the advertising installation. A copy of all relevant letters issued must be supplied to the Council’s Authorised Officer for confirmation
- 6.9 The Contractor will establish each work site by erecting appropriate signage and creating a marked exclusion zone and make allowance for pedestrian access to buildings, the locations of fire escapes, and emergency service routes.
- 6.10 No advertising structures should be placed in areas that impede driver or pedestrian visibility (e.g. within 5 metres of junctions or on safety railings), at bus or tram stops, at or around dropped or pedestrian crossing points or adjacent to central island refuges, next to traffic signals, or where it would otherwise distract road users or affect pedestrian safety. The Council may request that the Contractor removes advertising, at no cost to the Council, following concerns or complaints, or for any other reason.
- 6.11 Advertising structures should be placed to maximise available space for pedestrians by placing the structure(s) either at the edge or the rear of the footway. No footway should be reduced to less than 1.5m; otherwise, by the advertising installation otherwise it will have to be repositioned or in some instances removed.
- 6.12 Any advertising structures fixed to poles, posts, bollards, or similar street furniture should be securely affixed in a manner that prevents them from moving around or otherwise

changing orientation so that it creates a hazard or obstruction.

- 6.13 Advertising structures should not be positioned in such a way to reduce the visibility of other outdoor advertising (e.g. obscuring bus stop adverts or bill boards).
- 6.14 In some locations it will be necessary for the Contractor to build installations overnight to avoid busy transport or pedestrian periods. Any overnight builds should minimise noise and disruption to residents or businesses.
- 6.15 The Contractor will be aware of other contractors and utilities working in the same area and, negotiate access and work patterns to de-conflict with other works and be polite in answering questions from these parties and if asking them to leave the work site.
- 6.16 The Contractor shall maintain photographic records showing areas before and after installation of advertising sites. Each advertising site should have the successful Contractor's contact details contained within it to ensure ease of identification for the purposes of encouraging enquiries and marked by a location number or other clear point of reference.
- 6.17 The quality of the materials and the build of each advertising site should complement the appearance of the local environment and maximise target audience and participation. The materials should be of a high and durable quality to withstand the environmental conditions.
- 6.18 The Contractor is expected to maintain a physical presence in Edinburgh during the in-charge display period, for example, the Contractor should have a resource available at the Fringe Office (in the High Street) to assist with enquiries from advertisers and other interested parties during the in-charge display period.

## **7 MAINTENANCE OF INSTALLATION**

- 7.1 All the requirements stated in Section 5 will apply to any on-site maintenance work during the in-charge display period.
- 7.2 Routine maintenance will include at a minimum, a weekly visual check on the integrity of the advertising installations and replacement of broken/damaged advertising installations. During the in-charge period the Contractor may need to increase the frequency to daily in some locations, at no additional cost to the Council to deal with complaints, enquiries or concerns over individual sites. A weekly report must be provided to the Council's Authorised Officer detailing actions taken.
- 7.3 Emergency maintenance that requires immediate attention, i.e. advertising column blown over or significant vandalism or any occurrence/damage which impacts on public safety or an obstruction of the thoroughfare may be dealt with at any time. The Council's Authorised Officer is informed in every situation.
- 7.4 All attendances and actions in respect of any maintenance visits must be recorded and submitted to the Council's Authorised Officer on a weekly frequency.
- 7.5 All installation, replacement, maintenance, removal costs etc. will be the responsibility of the Contractor. The Council will not be held liable for any loss in revenue resulting from removal of any advertisement, structure, etc.
- 7.6 After any significant inclement weather event i.e. heavy rain or high winds, a visual check of the integrity of the advertising installations should be made as soon as possible. Any major issues should be brought to the attention to the Council's Authorised Officer.

7.7 All forms of routine maintenance require to:

- take cognisance of weather conditions when working and make appropriate arrangements for down-time of inclement weather working;
- make allowance for other contractors or utilities working on site and co-ordinate with them for access;
- be prepared to stop or abandon works if an emergency arises in or near the work site, then current works should be made safe and left secure; and
- do not leave plant or equipment on site vulnerable to vandalism, theft, or causing an obstruction.

7.8 The Contractor must implement and clearly communicate a complaint's process, which includes acknowledgement within 24 hours and a commitment to resolve complaints as soon as reasonably possible. The Contractor will keep a Complaints and Actions Register, and share this with the Council. The Contractor will include complaint handling performance data in its annual Evaluation Report.

7.9 In addition to routine maintenance, there are sensitive areas including the High Street/Royal Mile, George VI Bridge, Victoria Street, North Bridge, South Bridge, Bristo Place, Forrest Road, Teviot Place, Bristo Square, George Square, Chambers Street, Clerk Street, Nicolson Street, West Nicolson Street, Chapel Street, Buccleuch Street, (forming areas of the Southside corridor), the Pleasance, Middle Meadow Walk (and the Meadows), and Grassmarket, where the Contractor shall be required to provide daily, additional resources to be deployed to carry out routine maintenance (inclusive of and out with the designated 50-metre radius of advertising sites) to ensure these streets or locations are kept clear of graffiti and unauthorised posters, stickers, etc, at all times, from the commencement of the in-charge display period until 20th September, each year.

## **8 REMOVAL OF ADVERTISING INSTALLATIONS**

8.1 During and after any significant inclement weather event, i.e. heavy rain or high winds, a risk assessment must be made on the safety of removal of the installations or waiting until weather conditions improve.

8.2 The Contractor will ensure all Edinburgh Festival Fringe advertising and installations are removed at the end of the agreed in-charge display period and that the Contractor is responsible for repairing/replacing any damaged street furniture because of the festival advertising installation being present during that period. The Contractor must meet any cost.

8.3 The removal of the festival advertising and installations must be concluded by the 20th September, each year.

8.4 The Contractor will be responsible for ensuring that all festival advertising locations remain free from graffiti, fly posting, stickers, and litter using approved cleaning methods within a 50-metre radius of each advertising site.

8.5 All removal costs and reinstatement will be the responsibility of the Contractor. The Council will not be held liable for any loss in revenue resulting from removal of any advertisement, structure, etc.

8.6 Photographic records of advertising sites post removal should be kept by the Contractor to demonstrate that the advertising scheme has had no negative impact on the location.

8.7 The clean-up includes removal of graffiti, flyposting, cards, vinyls, adverts, stickers, gum and residues, cable ties, string, adhesive tape, etc., from various items of street furniture, including (but not limited to) phone boxes and kiosks, police boxes, post boxes, utility

boxes, benches, bins, bollards, lamp posts, traffic signs, traffic lights, poles, vacant shop windows, and communal entranceways.

- 8.8 The Contractor should make contact with relevant utility companies for paint and other materials required to return these items of street furniture back to the required standard.
- 8.9 The Contractor will be expected to liaise with businesses where clean-up on shop or other retail or business premises is required.
- 8.10 Where clean-up standards are not achieved to the Council's satisfaction, the Council reserves the right to arrange for the removal and clean-up of street furniture as set out in Specification Clause 7.7, and recover reasonable costs from the Contractor.

## **9 PERFORMANCE INDICATORS**

- 9.1 The Contractor will be expected to achieve performance standards as set out in the Performance Indicators document. Failure to achieve the required standards may result in a Default Notice being issued. A Default Notice will provide an opportunity for the Contractor to rectify the issue, wherever possible, and the Contractor should address the rectification in a timely manner. If the rectification is not to the required standard, then the Council reserves the right to have the works carried out and recover reasonable costs from the Contractor.

## **10 END OF EACH ANNUAL FESTIVAL**

- 10.1 The Contractor will provide an evaluation report at the end of the festival period by the end of October each year to the Council's Authorised Officer, which will include feedback from the Edinburgh Festival Fringe participants and members of the community. Maintenance of the advertising installations, work undertaken to remove graffiti, fly posting and litter and any other relevant information appropriate.
- 10.2 The Contractor will meet with the Council's Authorised Officer and Edinburgh Festival Fringe to discuss and reflect on the Festival Advertising approach, looking at successes, challenges, and opportunities to influence the approach going forward. This meeting must take place by 31 October each year of the Contract.

## **11 INVOICING & PAYMENTS**

- 11.1 Where the Contractor is instructed to carry out works for which a payment is required. The Contractor should submit to the Council invoices that should detail the service provided. All invoices must display an official Purchase Order number when presented for payment. Any invoice lacking an official Purchase Order number may not be able to receive payment.
- 11.2 Any invoice queries must be rectified within 48 hours of notification within any working week (Monday – Friday). Invoices will normally be settled within 30 days of receipt.
- 11.3 The lump sum fee income to the Council falls due annually. The Council will prepare an invoice to the Contractor, usually in November, following that year's festival advertising.
- 11.4 All monies due to The City of Edinburgh Council must be paid within 28 days of invoice.

## **12 THE ENVIRONMENT**

- 12.1 This Contract should contribute to the achievement of the Council's environmental and sustainability objectives. Securing sustainable development is a strategic objective for

the Council. The Sustainable Edinburgh 2020 document emphasises the Council's commitment to act on climate change and reduce carbon emissions across the city ([http://www.edinburgh.gov.uk/info/20206/sustainable\\_development\\_and\\_fairtrade/841/sustainable\\_edinburgh\\_2020](http://www.edinburgh.gov.uk/info/20206/sustainable_development_and_fairtrade/841/sustainable_edinburgh_2020)).

- 12.2 It is a mandatory requirement that the Contractor and their personnel make every effort to minimise the impact of the delivery of the Services on the environment. The Contractor shall use their best endeavours to achieve the efficient use of energy and, where possible, to maximise the use of biodegradable or recycled products.
- 12.3 The Contractor must dispose of any outdoor advertising materials or structures in an environmentally friendly way, reusing, donating, etc, as much as possible to reduce the amount of material going to landfill. The Contractor is expected to provide performance information to the Council's Authorised Officer in its annual report on minimising waste and the amount of materials that are reused, donated, recycled, or otherwise diverted from landfill.
- 12.4 Contractor performance will be measured against the cleanliness of streets following removal of advertising. Any remaining flyposting, stickers, or graffiti will affect the performance of the contract and may result in a default notice being issued. The Contractor should maintain records showing before and after images, for example, to demonstrate their compliance with the performance standards.

### **13 OPEN BOOK**

- 13.1 The Council requires clear transparency of financial and accounting arrangements and full unrestricted access to relevant information in the operation of this Contract and data from the Contractor via an Open Book Accounting arrangement.
- 13.2 Open Book Accounting requires the maintenance of books of account in accordance with Generally Accepted Accountancy Practice (GAAP) and the making available of such books of account for inspection by the Council and, if required by the Council, providing a report on such books of account, including the maintenance of books of account showing the breakdown and justification of all relevant cost and income relating to the Contract including:
  - a) full disclosure of all gross revenues generated through the Contract, relating to the operation of the service(s) and lump sum fee, any additions to said Contract or any other gross revenue stream arising to the Contractor as a result of the Contract, these revenue streams including but not limited to:
    - i. other revenues arising from the operation of assets by the Contractor upon Contract commencement;
    - ii. other revenues arising from the operation of assets deployed in excess of those within section (i);
    - iii. sponsorship income.
  - b) full disclosure of all costs incurred by the Contractor in delivering the Contract and lump sum, including but not limited to:
    - i. Capital expenditure;
    - ii. Direct costs attributable;
    - iii. Indirect costs such as company overheads;

- iv. Fixed and variable costs relating to the operation of the Contract; and
  - v. Any additional costs incurred by the Contractor in the operation of the Contract.
- c) full disclosure of all balance sheet data relating to assets deployed in the contract, including but not limited to net book values, amortisation and depreciation policies and liabilities arising from the operation of the Contract;
- d) Projections of future commercial and economic performance, including but not limited to:
- i. Forecasts of future revenues;
  - ii. Any macroeconomic assumptions which may inform future performance of the contract;
  - iii. Any emerging technological innovations which may have bearing on the operation of the contract;
  - iv. Market information;
  - v. Plans for deployment of assets / growth of revenue relating to the contract; and
  - vi. Any emerging areas of business.
- e) other information and documentation which is necessary to satisfy the Council's requirement to demonstrate value for money; and
- f) how inflation has been applied to the charges in line with the terms of RPIx (Indexation);

13.3 Contractors shall be required to sign up to the principles outlined above.

## **14 RIGHT TO AUDIT**

14.1 The Council retains audit rights over the Contractor's and subcontractor's financial information surrounding all items covered under this Contract. The Council reserves the right to audit for the full duration of the Contract, at any period.

14.2 Once a discrepancy has been identified and accepted the payment shall be made within 28 days. Acceptance cannot be unduly withheld, where this is the case, provisional assessment would be made by the Council, and this shall be paid within 28 days.

14.3 All financial data attributed with this Contract shall be stored for the duration, including any extension period.

## **15 CONTRACT VARIATION**

15.1 The Council may agree to vary this Contract including any consequent price change as a direct result of upgrades to printing, digital technology or experiential marketing which impact on the format of the adverts within the contract and which may have an impact on the full cost recovery of the service or the income provided to the Council. Variations should be made at the appropriate time within the contract year (after October review) to ensure continuity of service. The Council shall require evidence such as open book accounting to justify any proposed changes to pricing. Prior to any variation becoming

effecting, proposed changes will need to be reviewed and agreed within the relevant Council approval procedure.

## **16 COMMUNITY BENEFITS & INITIATIVES**

- 16.1 The Council is involved in a variety of different advertising campaigns to promote the services it offers or community initiatives. Some of the advertising campaigns covered during previous festivals included fostering, libraries, dog fouling initiatives, responsible busking, Police Scotland crime-prevention messages. The type of advertising style will vary depending on the campaign, but it is likely it will involve lamppost column and normal poster-style advertising.
- 16.2 The Contractor should provide at no cost to the Council around 15 advertising campaigns per year (including out with the Edinburgh Festival Fringe period) as part of this concessional arrangement. In terms of quantities the successful bidder would be expected to provide approximately 12 lamp post wraps and 10 A3 poster-style advertising for each initiative or advertising campaign per year.
- 16.3 The Contractor should outline in the tender submission other community benefits it will offer as part of the Contract. These benefits should be targeted towards residents who have had festival advertising in their local area.

## **17 EMPLOYEES**

- 17.1 The Contractor will be responsible for ensuring that its employees are appropriately competent and capable to undertake the duties required of them and that they possess the necessary skills, knowledge and qualifications required to fulfil their duties, and are supervised where necessary.

## **18 CLOTHING AND IDENTIFICATION**

- 18.1 The Contractor will ensure that employees comply with health and safety, and are equipped with high visibility safety clothing and any Personal Protection Equipment deemed appropriate. High visibility safety clothing shall be worn during working hours throughout the period of the Contract. All such clothing and equipment shall be maintained and kept in a good, clean condition, and replaced as required.
- 18.2 Contractor's employees shall carry identification provided by the Contractor during working hours throughout the period of the Contract. All staff and personnel must be clearly identifiable as an employee of the Contractor and must wear an identification badge and/or uniform when engaged in the service of the Council or on Council property.
- 18.3 The Contractor may use liveried vehicles; however, all drivers must comply with parking and other restrictions in force. Any costs associated with parking charges, fixed penalty notices, etc., must be paid by the Contractor.
- 18.4 The Contractor must have a Code of Conduct which should cover discrimination, harassment, fair treatment at work, expected conduct whilst working, which all staff must be trained to use, and it should be observed by the employees at all times when operating on the Contract.

## **19 BUSINESS CONTINUITY**

- 19.1 The Contractor shall have in place appropriate and tested contingency arrangements to ensure delivery of the Service.

## **20 FAIR WORKING PRACTICES**

- 20.1 The City of Edinburgh Council is committed to the delivery of high quality public services and recognises that this is critically dependent on a workforce that is well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, is diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.
- 20.2 In order to ensure the highest standards of service quality in this Contract we expect the provider(s) to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package.
- 20.3 The Contractor is expected to pay at least the National Minimum Wage and National Living Wage, recruiting locally, as appropriate.

## **21 HEALTH & SAFETY**

- 21.1 The Contractor will ensure that services are provided in accordance with the requirements of the Health and Safety at Work Act 1974, and any other relevant law in force as set out in national legislation to ensure the health, safety, and welfare of members of the public, employees, etc.
- 21.2 The Contractor will carry out detailed Health and Safety Risk Assessment for all working practices undertaken in providing this Service. The risk assessments will be such that safe working practices are adopted, monitored, and controlled by the Contractor. All risk assessments will be reviewed by the Contractor at an appropriate frequency dependent on the nature and significance of the risks identified. The Contractor will supply copies of all risk assessments to the Council's Authorised Officer within 10 days of the commencement of Contract. Copies of any reviews of these risk assessments must be provided to the Council's Authorised Officer or at least annually throughout the period of the Contract.
- 21.3 The Contractor will provide and maintain written records of all accidents, incidents, or near misses that occur whilst undertaking the services required under this Contract. Any such accidents, incidents, or near misses will be reported to the Council within 24 hours in addition to complying with any reporting requirements to the Health and Safety Executive under Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, etc. An incident report and the result of any investigation undertaken will be presented within reasonable timescales and to the satisfaction of the Council's Authorised Officer.
- 21.4 The Contractor will be required to ensure that staffs engaged in the provision of these services possesses the necessary skills and competence as required of the Management of Health and Safety at Work Regulations 1999.
- 21.5 The Contractor's staff assigned to this Contract shall be suitably qualified to drive and operate any vehicle and/or machinery which they are using to provide the Service. They shall be of good standing and treat members of the public with tact and courtesy. The Council will not tolerate the use of abusive or bad language or intolerant behaviour to any member of the public, staff or partner or agent. The Contractor must not allow children or domestic animals within any vehicles used to service this Contract whilst engaging on Council business.
- 21.6 The Contractor's Representative will agree a regular meeting schedule with the Council's

Authorised Officer, which will cover before, during, and after the display period. The agenda for these meetings will include (but not be limited to) the following: Review of site locations including site updates, update on advertiser responses, update on clean-up areas, review of complaints register, contractual compliance issues.

## **22 UNACCEPTABLE WORKING PRACTICES**

- 22.1 The service will be delivered with all due care to both pedestrian and vehicular traffic. Any damage to public or private property incurred in the pursuance of this service will be rectified at the expense of the Contractor.
- 22.2 Methods which impair safe working arrangements or give rise to nuisance, including spillage of waste or damage to private or commercial property or inconvenience to residents are unacceptable. As such, in providing the service, the Contractor must do nothing which may:
- I. Cause nuisance or annoyance or obstruction or damage or injury to the Council or to any other person or persons;
  - II. Infringe any legislative or regulatory requirements; and
  - III. Cause pollution of the environment or interfere with the access of third parties to any nearby land
  - IV. Leave areas (e.g. within the 50-metre radius of sites) in a worse condition than they were before the advertising was installed (including leaving any posters, stickers, labels, string, cable ties, graffiti, or similar).
- 22.3 The Contractor will indemnify the Council for any costs or damages, which it may be liable to pay to any Third Party in respect of such nuisances.
- 22.4 The Contractor shall, at the direction of the Council's Authorised Officer, investigate all allegations of unacceptable and/or dangerous practices reported to the Council and if appropriate will discipline any employee undertaking such practices and ensure that those practices are discontinued.

## **23 CONTRACTOR'S REPRESENTATIVE**

- 23.1 The Contractor shall appoint a Contractor's Representative empowered to act and make decisions on behalf of the Contractor for all purposes connected with this Contract.
- 23.2 The Contractor's Representative must at all times keep the Council's Authorised Officer aware of any material issues relating to the provision of the Services under this Contract.
- 23.3 The Council's Authorised Officer will be responsible for responding to any correspondence regarding the Services provided under this Contract.
- 23.4 Any correspondence received by the Contractor regarding the Services provided under this Contract must be passed to the Council's Authorised Officer within 48 hours of receipt. Where information is required from the Contractor in order that the Council may fully respond, this should also be provided.
- 23.5 The Contractor shall ensure that the Contractor's Representative is contactable by phone during the period of Contract. Email contact information should also be available.

## **24 MANAGEMENT AND INFORMATION SYSTEMS**

- 24.1 The Contractor shall ensure that suitable information systems are installed and maintained to meet the requirements. The Contractor shall make all information on the processes and operations employed to deliver the service available to the Council.

## **25 TRANSITIONAL AND EXIT MANAGEMENT**

- 25.1 The provider shall submit an Exit Management Plan to the Council 6 months before the end of the contracted term setting out transitional arrangements if the contract should not be renewed.
- 25.2 The provider will be responsible for ensuring a smooth and seamless transition between the current and future contract specification. This will specifically relate to communication with artists and transfer to any new service.
- 25.3 The provider will ensure that all information and data relevant to the contract is shared with the Council or Replacement Service Provider.

## **26 GENERAL DATA PROTECTION REGULATIONS**

- 26.1 The Provider shall meet, in all areas of the Service, the provisions of the General Data Protection Regulations (GDPR) <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/> . As part of this the Provider must;

- process the personal data only on the documented instructions of the Council; comply with security obligations equivalent to those imposed on the Council (implementing a level of security for the personal data appropriate to the risk); ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- only appoint Sub-processors with the Council's prior specific or general written authorisation, and impose the same minimum terms imposed on it on the Sub-processor; and the Contractor will remain liable to the Council for the Sub-processor's compliance. The Sub-processor must provide sufficient guarantees to implement appropriate technical and organisational measures to demonstrate compliance. The Contractor must inform the Council of intended changes in their Sub-processor arrangements;
- make available to the Council all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Council or another auditor mandated by the Council - and the Contractor shall immediately inform the Council if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
- assist the Council in carrying out its obligations with regards to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Council up-front);
- assist the Council in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the Contractor;
- assist the Council in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the Contractor; and

- notify the Council without undue delay after becoming aware of a personal data breach.
- If required, consent from service users shall be obtained by the Provider to share personal and special category data with the Council. The documentation used to collect this consent will be agreed with the Council.

**END OF SPECIFICATION**