Here to give the UK seafood sector
the support it needs to thrive.

seafish

Invitation to Tender

Hosting, support and maintenance of seafish.org (corporate website)

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1. Summary

1.1 Background

Our corporate website (www.seafish.org) was refreshed in September 2020 to reflect our brand and latest corporate strategy, and to consolidate many disparate websites into a single location and platform. The content management system (CMS) for the website is Umbraco, which is hosted externally by our current digital agency partner on Azure.

A separate Document Management System (DMS), which is built on our SharePoint, is used in conjunction with the CMS. The DMS currently contains over 4,000 documents – which we are looking to optimise and reduce, over time.

As a public sector website, our website must aim to meet the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018. The legislation encourages public sector websites to be more accessible by requiring that they comply with WCAG 2.1 AA standards. Whilst non-governmental departments are generally excluded, those providing a single source of high value public information such as Seafish, are not. We must therefore comply with these regulations.

As our current digital agency agreement draws to a close, we are seeking a digital agency to continue to host, support and maintain our corporate website and to support and maintain our DMS for the next three years.

1.2 Project scope

We are pleased to invite you to tender for the ongoing hosting, support and maintenance of our corporate website and support and maintain the DMS.

In summary, we are looking for you to deliver the following:

- Support, host and maintain the corporate website.
- Support must include problem resolution, backup/recovery, availability management, server management and patching, account management and reporting, etc.
- Project and technical management.
- Testing (security, performance, accessibility, functional, mobile, cross-browser and operational).
- Provide CMS users with Google Analytics 4 learning, development and training.
- Improve and enhance the search functionality of the global search, whilst improving the indexing of search results and using best practice.
- Upgrade the CMS to the latest version of Umbraco, moving from 8.12.2 to 8.8.18.
- Identify technical accessibility issues that fail the WCAG 2.1 AA standards, and address any fixes.
- Support and maintain the DMS.
- Improve and enhance the search functionality and indexing of documents on the DMS.
- Support with any additional site development or functionality enhancements, as briefed on an ongoing basis by Seafish.

More detailed deliverables in relation to each of these areas are available to review within Appendix A. Please review Appendix A to ensure you understand the full scope of requirements.

The available budget for completing the above work is up to £90,000 **inclusive of VAT**. This budget is confirmed and available for one financial year. On the successful completion of the initial contract,

we'd be willing to extend to a second and third year of hosting, support and maintenance with a similar budget. The exact budget for ensuing years will be confirmed toward the end of each financial year.

We would not require the website to be re-tendered for the second and third year.

1.3 Scope exclusions

<u>We do not want you to redesign the website</u>. We want you to host, support and maintain our current corporate website.

1.4 Objectives and success criteria

We'd judge the project to be a success if the following outcomes have been achieved:

- The website is stable, performant, resilient and secure.
- The website is compliant with accessibility regulations.
- We can accurately judge the performance of our website by having implemented best-practice analytics, available through the Google Analytics 4 platform.
    - To judge this, you must deliver Google Analytics 4 training to a small group of CMS users and provide training materials.
- A noticeable improvement in accuracy of search results across the global search, which includes databases.
- CMS upgrade, from 8.12.2 to 8.8.18.
- We have established a trusted and productive partnership with you, to support and maintain the corporate website and the DMS to the highest standards. This will be managed via regular catch-ups and quarterly performance reviews.
- The project has created a platform upon which we can go on to build an exceptional, integrated and personalised customer experience.

2. About Seafish

2.1 Who we are

We're a UK non-departmental public body (NDPB) established by the Fisheries Act 1981 and sponsored by DEFRA, the Scottish Government Marine Directorate, the Welsh Assembly Government and the Department of Agriculture, Environment and Rural Affairs in Northern Ireland.

We're funded by levy paid on all seafood landed or imported into the UK (excluding salmon, trout, bottled and canned products). Our work cuts across all segments of the seafood value chain – from catching and farming; through primary and secondary processing, importing and distributing through to retail and foodservice operators.

We have 75 members of staff, at various locations across the UK with access to our Edinburgh and Grimsby offices. We have an annual turnover of approximately £10m.

More information is available on our website www.seafish.org.

2.2 Our purpose

We know that seafood is the way forward for business, for our communities, our environment and for our health and personal wellbeing.

Our vision is to have a truly thriving seafood industry. This is only achievable when all of the sectors within the industry – from catch to plate – are supported in business, employment, training and legislation.

Our purpose is to provide this support to our many stakeholders, including the tens of thousands employed in our industry and the 96% of British households who purchased seafood last year, contributing over £7.8 billion to the economy[1].

2.3 What we do

We support the UK seafood industry and, where possible, support government policy to best meet the needs of our stakeholders.

Working with sector panels and government departments, we're committed to collaborating to make a difference on the issues and challenges that matter most to the UK seafood industry.

With our panels, we've identified five key areas in which we support the UK seafood industry:

- **Changing landscape:** Helping the industry to navigate a changing political, economic, and regulatory landscape.
- **Seafood consumption:** Increasing consumer demand against strong competition from other protein and non-protein foods.
- **A safe and skilled workforce:** Supporting the sector to recruit, develop and retain a suitably skilled workforce and addressing complex challenges around workplace safety.
- **Ensuring sustainable supply:** Helping the seafood sector to responsibly source seafood in an increasingly competitive global market and ensuring business and consumer expectations on sustainability including human and animal welfare issues and the wider marine environment are met.
- **Data, innovation and insight:** Helping the sector access data, information and knowledge to ensure it is equipped to understand and respond innovatively to current challenges and opportunities.

3. About our website

3.1 Website

Our current corporate website has over 900 webpages.

Page templates generally fall into one of three categories:

1. **Content pages** - these templates are used for almost half of the pages on the website. They are basic content pages used to display news, articles, events, etc.
2. **Section pages -** these templates are used for gateway pages within sections of the site (typically any page linked to a top-level menu item).

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[1] 2021 Data provided by Nielsen, based on UK retail and foodservice combined.

3. **Application pages -** our website includes several applications/tools (e.g., TESS, Aquaculture, Gear Database, Publications and Market Insights) which provide features and layout unique to each application. Specific page templates have been created for each application.

The broad distribution of pages is as follows:

Section	No of pages
Homepage	**1**
Trade and Regulation	**55**
Promoting Seafood	**9**
Safety and training	**68**
Responsible sourcing (standard pages)	**84**
Gear Database records (86)*	**86**
Aquaculture profiles (13)*	**110**
Tools for Ethical Seafood Sourcing (TESS) records (182)*	**182**
Insight and research	**49**
About us	**266**

*The records and profiles are databases and are a part of the Responsible Sourcing section of the website.

Additionally, over 25 article pages are spread throughout the site.

On average each month we have 15,000 users, of which 13,000 are new users. This generates 20,000 sessions and 45,000 page views on average each month. (*Data accurate for the previous six months, February - July 2022*).

3.2 Technical design

The Technical Design Document (**Appendix B**) describes the architecture and design of the CMS, website, associated systems, components, databases, interfaces and software. The Seafish website and associated services is hosted on Microsoft Azure cloud infrastructure.

4. Tender process

4.1 Summary

We operate a fair and transparent procurement process, led by our procurement officer and supported by a tender-specific evaluation board. We'll operate the process to a strict timetable and will communicate with you throughout. The key steps in the process are as follows:

- You'll register to receive this invitation to tender document and will have to submit a proposal within a specified period, during which you may ask clarification questions.

- Our procurement officer will use selection criteria to determine whether your proposal should be evaluated. Proposals which pass the selection stage will be evaluated by our evaluation board.
- Three bidders with the highest score after evaluation will be shortlisted and invited to present in person. Scores will be updated following evaluation of your presentation.
- We'll notify you if you've been successful or unsuccessful.
- If you are successful, we'll meet with you in person to provide detailed feedback and begin the contract negotiation stage. We'll only start the project once a duly executed contract is in place.
- You will be expected to start the project within one week of contract award.

4.2 Conditions

By registering to tender and engaging in the tendering process, you agree to be bound by these conditions:

- You are not entitled to recover any costs or expenses incurred in responding to this invitation to tender, whether or not you are successful.
- We reserve the right to cancel the tender process at any time, at our own discretion and without notice.
- We will not accept proposals submitted after the closure date.
- We may reject your proposal if you fail to follow the instructions provided in this invitation to tender.
- You agree that we may publish any questions you ask during the clarification period along with our responses to those questions, to all bidders.

4.3 Procurement contact

You must direct all communication to our procurement officer. Communication should be made in writing unless we agree otherwise.

Graham Anderson
Web Engagement Officer
graham.anderson@seafish.co.uk
0131 524 8633

4.4 Clarification questions

Whilst we have attempted to express our instructions and requirements clearly, we acknowledge that you may have questions about the information we've provided.

You may ask questions from the point you receive this invitation to tender, during the clarification period and until the clarification period has closed.

Should you wish to ask questions, you **must** do so by sending an email to our procurement officer. If you submit your questions in any other form, we will not respond. You may either write your questions directly in the email, or within an attachment in Microsoft Word or PDF format. You may ask one or more questions within the same request. There is no limit to either the number of requests you can make, or the number of questions in each request. We'll direct your questions to the most appropriate people within our organisation, as necessary.

We'll attempt to respond to your questions within two working days, subject to the appropriate person being available and having the capacity to answer them.

All questions and responses will be published to all bidders and made public on the following webpage
https://www.seafish.org/about-us/working-with-us/#z-tenders-6

4.5 Your proposal

Your proposal must be submitted in an accessible PDF format. You are free to structure your proposal however you like, so long as the following information is included:

Area	Description
Company information	The information specified in **Appendix C** .
Approach	Describe how you intend to approach and deliver the core project requirements outlined in section 1.2 'Project scope' **(more detail available in Appendix A),** including how you will collaborate and communicate with us.
Technology	Tell us what technologies you will use and deploy, and why you've chosen those technologies.
Plan and milestones	Provide a project plan showing tasks, milestones and resources. Please indicate when and how we will be involved in project delivery. Clearly identify who is responsible for each task in your plan.
Team and capabilities	Provide a team organogram showing the resources you'll use on this project, along with a short biography for each explaining their experience and capabilities.
Experience	Describe your experience in delivering similar projects, or solving similar problems, including the length of your experience. You must include a minimum of two reference projects and provide customer contact details for those projects. One reference project should be a public body.
Risks	Identify project risks and explain how you will manage them.
Assumptions	Clearly define any assumptions you've made in preparing your proposal and explain how those assumptions have influenced approach, timescales and price.
Exclusions	Describe anything you consider out-of-scope.
Compliance	Confirm whether your proposal complies with each of the requirements in **Appendix A**. If your proposal does not comply or partially complies with a requirement, please explain why.
Price	Provide a tiered price breakdown using the following cost categories: labour, materials, expenses, licenses, sub-contract, capital expenditure, other. Labour must be specified as a number of days and day rate for each resource type.

	You should provide separate costs for initial project delivery, ongoing support, hosting and licenses/subscriptions. Separately identify net price (excluding VAT), VAT and gross price (including VAT).
Uniqueness	Highlight any aspects of your proposal that you believe are unique or different to those of your potential competitors.

There is no word or page limit, but we ask that you make the proposal as short as possible whilst conveying the information we have requested above.

4.6 Submitting your proposal

You must submit your proposal to our procurement officer via email. At our discretion we may reject any proposal that has been submitted by another route or incorrectly formatted and disqualify you from participating further in the tender process.

If you have any problems, please contact our procurement officer immediately so that we can help you resolve them.

4.7 Selecting and evaluating proposals

We will only evaluate your proposal if you meet our selection criteria, which are as follows:

Criteria	Description
Exclusion	You have not been excluded from this competition because you are in any of the situations referred to in regulation 58 of the Public Contracts (Scotland) Regulations 2015.
Economic and financial standing	You can demonstrate a good financial track record over the previous three years, are and will continue to be a going concern, and have the required insurances. Bidding for this tender would not over-commit your economic resources.
Technical and professional ability	You can demonstrate experience of similar projects and have the correct tools and staff to deliver the project. Bidding for this tender would not over-commit your human resources.

Our procurement officer will check that you meet the selection criteria using the answers you provide to the questions in the Company Information questionnaire (**Appendix C**).

If you are selected, our evaluation board will evaluate your proposal using the following criteria:

Criteria	Description	Weighting
Compliance with requirements	The extent to which you comply with the requirements we've specified in **Appendix A**.	30%
Response to brief	The extent to which you understand the objectives of the project and the quality of your approach.	20%

Delivery Capability	Your ability to deliver, the quality of your plan and resources, and your management of risk.	20%
Price	The overall cost of delivering the project and ongoing support.	20%
Individuality	How you have differentiated yourself from the other bidders and the individuality or innovativeness of your proposal.	10%

We'll invite you to present at our Edinburgh office if the score we give your proposal is in the top 3 scores from all bidders.

We will award the work to the company which offers the most advantageous proposal in terms of value-for-money, experience, and other factors as specified within this document.

4.8 Budget

Criteria	Description
Budget	The **maximum budget** for this work is **£90,000 (Including VAT)**
	The budget *could* broadly cover the following suggested areas:
	Hosting, support and maintenance, including plugins
	You must provide a price of ongoing support and maintenance in your tender response as part of the budget.
	Web development
	This includes future web development across the website for the next 12 months. You should also provide a price/breakdown of budget required to cover this area.
	GA4 training and future training to be agreed as and when required.

4.9 Presentation

Presentations will take place in our Edinburgh office and the evaluation board invite you to present in person, so that:

- We can get to know the team we'd be working with;
- You can explain the key points in your proposal and present the reasons why you should win; and
- We can each ask any outstanding questions, so that everyone is clear on the scope of the project and your proposal.

There will be three 2-hour presentation slots on the day: 9-11am, 12-2pm and 3-5pm. We'll allocate you a slot and include this in the information we provide when we notify you that you've been chosen to present.

You are free to structure your presentation and its content however you'd like, but we ask that you include the following information somewhere within it:

- Why the individuals on your team are the best people to deliver the project and how will you communicate and collaborate with us to ensure success;
- Why your approach guarantees success and how have you applied it with other customers on similar projects;
- In your experience, what could go wrong and how you propose to prevent that from happening;
- Explain how your costs and plan were built, and persuade us that they are accurate/realistic;
- What you need from us, to ensure the project is a success;
- What assumptions have you made; and
- What differentiates you or your approach from the other bidders?

You must send your presentation to us in an accessible PDF format by 5pm the business day before you present. Electronic presentation facilities are available in our office and both SVGA and HDMI connectors can be used. Tea, coffee and water will be provided.

You may bring up to four people to your presentation. Please notify us in advance of any special requirements you may have. Our evaluation board comprises at least five people representing key stakeholders from across the organisation.

You may present for up to **1 hour**, leaving the remaining hour for questions and discussion. Presentation slots will start and finish promptly.

If you have problems either with submitting your presentation or getting to our office on time to present, please contact our procurement officer immediately so we can help you. At our discretion, we may disqualify you from participating further in the tender process if you don't submit your presentation on time or in the correct format or fail to arrive within 15 minutes of your presentation start-time.

On the day of the presentation, we will ask tenderers one question on our Approved Training Providers webpage content. All tenderers will be asked the same question. Information on our Approved Training Providers can be found on our website.

4.10 Evaluating your presentation

Our evaluation board will update the score we gave you for your proposal, based on the additional information made available during your presentation. We will use the same evaluation criteria:

Criteria	Description	Weighting
Compliance with requirements	The extent to which you comply with the requirements we've specified in **Appendix A**.	30%
Response to brief	The extent to which you understand the objectives of the project and the quality of your approach.	20%
Delivery capability	Your ability to deliver, the quality of your plan and resources, and your management of risk.	20%
Price	The overall cost of delivering the project and ongoing support.	20%
Individuality	How you have differentiated yourself from the other bidders and the individuality or innovativeness of your proposal.	10%

The winning bidder will be the one with the highest score at the end of the presentation phase.

4.11 Bidder notification

We'll notify the successful bidder and unsuccessful bidders in writing within one business day of the presentation phase.

4.12 Successful bidder meeting

If you are the winning bidder, we'll invite you to meet with us in person so that we can provide detailed feedback that informs contract negotiation and project start-up.

We want to make sure that the project is successful, and we believe the best way to do this is with a fair exchange of information in advance of the contract being awarded.

4.13 Contract negotiation and award

If you have any issues with the form of contract (**Appendix D**), we expect you to raise these in your proposal or during your presentation, should we invite you to present. Consequently, we've only allocated a short period for any outstanding negotiations or contract clarifications before we award the contract.

A duly executed contract must be in place before the project can begin. We expect you to mobilise within one week of concluding the contract with us.

4.14 Evaluation board

Applications will be reviewed by a panel of experts, representing the following business functions:

- Finance and procurement
- Communications
- Information Technology
- CMS and web channel stakeholders

The evaluation board will be objective, impartial and fair at all times

4.15 Timetable

Date	Time	Milestone
3 August 2022	5pm	ITT published
26 August 2022	5pm	Clarification period closed
31 August 2022	5pm	Proposals submitted by bidders
16 September 2022	5pm	Shortlisted bidders notified and invited to present
4 October 2022	9am to 5pm	Bidder presentations
14 October 2022	5pm	Winning bidder selected and all bidders notified
20 October 2022	1pm to 3pm	Post-tender bidder meeting
31 October 2022	5pm	Contract agreed and signed
1 November 2022	9am	Commence partnership

Appendix A. Project requirements

A1. Selection

A.1-1	You must have a minimum annual turnover of **300,000 GBP** for each of the last **three years**. If you cannot provide turnover for the previous three years, please state the start date on which you were established or began trading.
A.1-2	You must have an acid test ratio of **1:1 or better**, calculated as follows, for **each of the last three years**: (current assets – stock) / current liabilities
A.1-3	You must be able to provide **three** references within the **last three years**, who can attest to the quality of your work and the professionalism of your organisation in respect of work that is materially similar to the requirements of this tender.

A.2 Project delivery

A 2.1 Project and delivery management

A.2.1-1	You must manage the project from end-to-end, beginning with kick-off and ending with transition into service and support.
A.2.1-2	You must describe your project management approach, including (but not limited to): • Project planning and control • Risk and issue management • Quality management • Communications and stakeholder management • Progress management • Financial management • Change management and scope control
A.2.1-3	You must describe your delivery approach (e.g., PRINCE2, SCRUM, Agile, etc.) and why it's appropriate.

A.2.2 Engagement and communication

A.2.2-1	You must adopt an open and collaborative approach, involving us where possible throughout the project. Describe your approach to engagement and communication.
A.2.2-2	We consider stakeholder and user satisfaction of paramount importance. Describe your stakeholder and user management approach.
A.2.2-3	You must make clear the tasks, roles and responsibilities associated with each contributor to the project.
A.2.2-4	You must involve task owners in the planning process, give them sufficient advance notice to perform their tasks, confirm in advance that they accept the tasks and are able to complete them, then monitor progress.

A.2.3 Installation and configuration

A.2.3-1	You must procure, install and configure all elements of your proposed solution.
A.2.3-2	You must create and configure all user accounts, groups and permissions.
A.2.3-3	You must create and configure all standing/reference data.
A.2.3-4	You must create and configure the CMS workflow and other elements of the CMS required for operational use.

A.2.4 SEO

A.2.4-1	You must ensure that there is no adverse impact on search engine ranking or search engine results, caused by the transition in the hosting of the site from the previous agency.
A.2.4-2	You must generate a new sitemap and ensure it has been correctly identified and used by the appropriate search engines.
A.2.4-3	You must provide guidance on SEO improvements.

A.2.5 Testing and acceptance

A.2.5-1	You must perform functional testing on the website, CMS and DMS. You must permit us to witness and accept the results of these tests, should we desire.
A.2.5-2	You must perform performance testing on the website and CMS. You must permit us to witness and accept the results of these tests, should we desire.
A.2.5-3	You must perform load testing on the website. You must permit us to witness and accept the results of these tests, should we desire.
A.2.5-4	You must perform cross-browser testing on the website. You must permit us to witness and accept the results of these tests, should we desire.
A.2.5-5	You must perform cross-platform testing on the website and other aspects of your solution, to ensure they comply with the requirements. You must permit us to witness and accept the results of these tests, should we desire.
A.2.5-6	All documents must be reviewed and accepted by us.
A.2.5-7	We will perform security penetration testing, but you must resolve any resulting defects.
A.2.5-8	We will perform acceptance testing, but you must resolve any resulting defects.
A.2.5-9	Please describe your testing approach.

A.2.6 Documentation

A.2.6-1	You must provide a disaster recovery plan for both the CMS and website within two months of being awarded the contract.
A.2.6-2	You must provide documented test plans, test specifications and test results. It is acceptable for this to be provided electronically within any web-based test management system, to which we must be given access.

A.2.6-3	You must provide a living document, containing a description of the defects raised and resolved through the testing process, or thereafter. It is acceptable for this to be provided electronically within any web-based issue management system, to which we must be given access.

A.2.7 Training

A.2.7-1	You must provide training for GA4 to a small group of CMS users and provide training materials.
A.2.7-2	Please describe your training approach.

A.3. Functional

A.3.1 Site

A.3.1.1 On-site search

A.3.1.1-1	You must provide a solution to improving the global site search tool, with the aim of improving the search results displayed and logic of results.
A.3.1.1-2	Please describe your approach.

A.3.2 Improve search and filter results of databases

A.3.2-1	The Responsible sourcing section of the website contains three databases: Aquaculture Profiles, Gear Database and Tools for Ethical Seafood Sourcing (TESS). The search and filter functionality of the databases deliver partial matches on key words and phrases used by users. You must improve the relevance of results delivered to users and provide a better user experience based on key words and phrases used by users.
A.3.2-2	Please describe your approach.

A.3.3 Improve news and events

A.3.3-1	On the homepage, a user is presented with a total of four news and blog items, one of which is the featured item. You must make it possible for users to access additional news and blogs from the homepage.
A.3.3-2	Please describe your approach.

A.3.4 Improve publications

A.3.4-1	The publications section of the site provides scope for improving the user experience. You must improve this by delivering the following requirements: • The user should be able to filter and/or categorize documents by year of publication • Results displayed should be relevant to the search query.
A.3.4-2	Please describe your approach.

A.3.5 CMS General and Upgrade

A.3.5-1	It should be possible for a CMS user to generate a sitemap.
A.3.5-2	It should be possible for suitably authorised users to add, change and remove CSS and JavaScript files for the corporate website.
A.3.5-3	You must populate and configure the CMS and associated system components.
A.3.5-4	You must upgrade the Umbraco CMS moving from 8.12.2 to 8.8.18.
A.3.5-5	Please describe your approach.

A.3.6 CMS Components

A.3.6-1	It should be possible for components to be added to the component library and with input from the agency on new components for consideration for adding to the library.

A.3.7 URL redirects of publications

A.3.7-1	It should be possible for CMS users to redirect publication URLs.
A.3.7-2	Please describe your approach.

A.3.8 Accessibility

A.3.8-1	The website must comply with WCAG.2.1 level AA.
A.3.8-2	You should identify web content, or content structure (e.g., information hierarchy, page flow, etc.), that does not comply with WCAG 2.1 level AA, and advise us how to correct it. You are not required to implement content or content structure changes unless it is required to satisfy any other requirements within this tender.

A.4 Operational requirements

A.4.1 Availability

A.4.1-1	The website, associated services and components must be 99.95% available (unavailable no more than 22 mins per month).
A.4.1-2	The CMS, associated services and components must be 99.95% available (unavailable no more than 22 mins per month).

A.4.2 Backup and recovery

A.4.2-1	You must take a full backup of all data and any developed software code (including version histories, comments, etc.) at least once per month and retain that backup for one year.
A.4.2-2	You must take a nightly incremental backup of data and any developed software code (including version histories, comments, etc.) and retain that backup for one month.
A.4.2-3	You must take a snapshot of each server image when it is created and each time the configuration of the image, operating system, software or components changes materially. You must retain the current snapshot and the previous two snapshots.
A.4.2-4	Before you make any significant change to the applications, operating systems, software or components, you will create a snapshot image and full back up.

A.4.2-5	When requested to by us, you will back up our data or take a snapshot of our server configuration and retain it until instructed otherwise.
A.4.2-6	You will securely dispose of backups and snapshots.
A.4.2-7	You must adopt a 3-2-1 approach to data backup (three copies of our data, on two types of storage, at least one of which is 'offsite').
A.4.2-8	It must be possible to retrieve and restore a backup or snapshot within four hours.
A.4.2-9	The system must provide a facility to restore the system to a known state in the event of any software or hardware failure.
A.4.2-10	You must demonstrate that you can successfully make a full backup, incremental backup and a snapshot, then successfully restore them, at least once per annum.
A.4.2-11	The process of creating a backup must have no material adverse operational impact upon the website or CMS.
A.4.2-12	You must describe your approach to backup and recovery.

A.4.3 Capacity

A.4.3-1	Any website/microsite created within the CMS and deployed on the website infrastructure must be capable of servicing at least 250 concurrent sessions at the performance levels specified herein.
A.4.3-2	It must be possible to retain all audit, change and component/page version histories.

A.4.4 Performance

A.4.4-1	On average, the website and CMS should have a 'time to first contentful paint' of no more one second.
A.4.4-2	On average, the website and CMS should have a 'time to interactive' of no more than three seconds.
A.4.4-3	On average, the website and CMS should fully load a page within five seconds.
A.4.4-4	No single instance of a full-page load can take more than 10 seconds.
A.4.4-5	It should be possible to publish an average of 250 pages per month using the CMS.

| A.4.4-6 | It should be possible to publish up to 5000 pages (an entire website) in a single batch using the CMS. |

A.4.5 Platforms

A.4.5-1	You must maintain the website and associated components using mobile-first responsive principles.
A.4.5-2	The website and associated components must operate and scale appropriately on phone, tablet and desktop device formats, using responsive breakpoints where possible.
A.4.5-3	The CMS and associated components must operate on desktop device formats.

A.4.6 Browsers

| A.4.6-1 | The website operates correctly with the latest (and two previous) versions of the following browsers: |

- Microsoft Edge or Internet Explorer on Microsoft Windows (any operating system version that supports the browser)
- Google Chrome on Microsoft Windows, MacOS, Android and iOS (any operating system version that supports the browser)
- Mozilla Firefox on Microsoft Windows, MacOS, Android and iOS (any operating system version that supports the browser)
- Safari on MacOS and iOS (any operating system version that supports the browser)
- Opera on Microsoft Windows and MacOS (any operating system version that supports the browser)
- Opera Mini on Android and iOS (any operating system version that supports the browser)

| A.4.6-2 | You must use a progressive enhancement approach to website feature development. |

A.4.7 Flexibility

| A.4.7-1 | It should be possible for us to extend the website, the CMS or any components thereof either ourselves, or through alternative suppliers of the necessary services. You should not propose a solution or approach that requires us to procure products or services from a single supplier. |

A.4.8 Scalability

A.4.8-1	It must be possible to scale the capacity of the website or CMS by 10% per annum over a 10-year period without materially altering the architectural design of the solution (e.g., adding a new server would be acceptable, replacing the CMS with an alternative product would not).
A.4.8-2	You should indicate whether you are able to scale to this capacity with or without cost and provide an estimate of any additional costs.

A.4.9 Portability

A.4.9-1	It should be possible to easily extract the content and data from the website and CMS, so that it could be migrated to another website and/or CMS using different page templates, components and mark-up if necessary.
A.4.9-2	It should be possible to easily extract page templates, component templates and individual page mark-up, with or without content/data, so that it could be migrated to another website and/or CMS if necessary.
A.4.9-3	It must be possible to migrate the CMS and website onto a different hosting platform if necessary.

A.4.10 Data

A.4.10-1	All data must be encrypted during transfer and whilst at rest.
A.4.10-2	The project and ongoing supply of services must be compliant with the most recent version of the EU General Data Protection Regulation. Please describe how you'll achieve this.

A.4.11 Security

A.4.11.-1	Any products or services implemented therein, must be secure and protected from vulnerability or attack. You should describe your approach to security and the mechanisms you will use to ensure that anything implemented or supplied as part of this procurement has been (and will continue to be) secured.
A.4.11-2	Your hosting solution must be compliant with ISO27001 and (for cloud-based services) ISO27017, or equivalent.

A.4.11-3	The website, CMS, hosting and your implementation of our requirements must be compliant with the principles and guidelines described in ISO27032.
A.4.11-4	Where possible (by using applications, services or technology) you should automatically defend against security threats and minimise consequent disruption to user and services. Please describe how you will achieve this.
A.4.11-5	You will keep software and operating systems up to date (and you will update them in a controlled and timely manner), to minimise security vulnerabilities and maximise operational resilience. This applies during the project and for the duration of any subsequent support and maintenance contract.
A.4.11-6	We may test all aspects of your solution for vulnerabilities using security penetration testing, at least once per year. You and your supply chain must give us permission to do at the outset of this project and for the duration of any subsequent support and maintenance agreements.
A.4.11-7	If we identify vulnerabilities during our annual security penetration testing, you must resolve them at no additional cost. You should ensure that your proposed project, support and maintenance costs take account of this requirement.

A.4.12 Hosting

A.4.12-1	You must provide a tiered approach to the annual cost for hosting the CMS and website, taking account of the other requirements within this tender.
A.4.12-2	You must provide details of your proposed hosting solution and the reasons why this is appropriate for our needs.
A.4.12-3	Hosting must be provided using a Tier 4 data centre (as defined by the Uptime Institute).
A.4.12-4	Our CMS and website environment must be hosted in a single-tenant environment, separated securely from any other customer's data or intellectual property. Cloud hosting is acceptable.
A.4.12-5	You must provide separate development, testing and production environments and we must have access to and own all of the environments. You should describe your approach to minimising the cost of non-production environments.
A.4.12-6	You must host our CMS, website, data and intellectual property in the UK.
A.4.12-7	The hosting environment must be compliant with ISO14001, with a PUE rating of 1.8 or less.

A.4.12-8	We may require you to host on our Azure environments. Please confirm this is acceptable and describe any constraints, restrictions, costs or other implications should we proceed on this basis.
A.4.12-9	We must be able to move the CMS, website and any corresponding data to an alternative hosting provider should we desire. Please describe how you will meet this requirement and describe any constraints, restrictions, costs or other implications should we proceed on this basis.
A.4.12-10	You must provide for all the storage requirements of the solution. Your proposal should identify any practical limits relating to storage capability, how these limits may be increased at what cost.

A.5 Warranty, monitoring and support and maintenance

A.5.1 Warranty

A.5.1	We expect many of the defects raised during testing and acceptance to be resolved before we transition into the support phase of the project. However, you must provide a warranty period where residual or new defects are resolved at no additional cost to us. Please describe the length and conditions of warranty.

A.5.2 Monitoring

A.5.2-1	You must monitor key characteristics of the hosting environment such as compute, memory, storage and network performance against acceptable performance benchmarks. Please describe how this will be achieved and which characteristics you will monitor.
A.5.2-2	You must monitor all aspects of the solution, including the hosting environment, for evidence of security vulnerabilities and/or attack. Please describe your approach, as part of your response to tender.
A.5.2-3	You must monitor website and CMS performance in terms of the time it takes to respond to user requests and the time taken to perform key actions (e.g., publishing a page, searching the website, searching the digital asset library, etc.) against acceptable performance benchmarks. Please describe how this will be achieved and which characteristics you will monitor.
A.5.2-4	You must monitor website, CMS and key service (e.g., login to gated areas, interfaces to other systems, etc.) availability against a service level agreement. Please describe your approach.

A.5.2-5	You must provide a monthly report summarising all monitored statistics. You must identify all instances where there has been a breach of service level agreement or expected performance, along with the cause and resolution.
A.5.2-6	You must monitor backups and snapshots to ensure they complete successfully.

A.5.3 Support and maintenance

A.5.3-1	You must provide support and maintenance for a period of 12 months following acceptance of the CMS, website and associated components. Please describe a support and maintenance package that meets the requirements below.
A.5.3-2	It must be possible for us to migrate support and maintenance to an alternative provider, preferably without incurring additional cost against our support and maintenance contract with you. Please describe your approach.
A.5.3-3	You must ensure the solution that was delivered during the project continues to meet the operational requirements specified in the Operational requirements.
A.5.3-4	You must perform support and maintenance tasks that could potentially disrupt business operations, between 6pm and 8am or at weekends, unless agreed otherwise between us.
A.5.3-5	You must propose and agree with us, key performance indicators and service level agreements against which the support and maintenance service will be monitored. Please describe the typical SLAs and KPIs you use.
A.5.3-6	You must provide a price for support and maintenance and separate this from the other pricing aspects in your proposal.

A.5.4 Incident management

A.5.4-1	You must provide a service desk facility that can accurately log incidents, resolve problems, give advice, provide status/progress reports, work proactively and communicate effectively. Please describe your incident management approach.
A.5.4-2	Your service desk must be available between 9am and 5.30pm

A.5.4-3	You must provide an option for the service desk to be available outside normal working hours.
A.5.4-4	You must provide an incident escalation procedure, so that we can escalate incidents to the appropriate level within your organisation. Please describe your incident escalation procedure.
A.5.4-5	We must be able to log incidents electronically or via telephone and you must make all incident information available to us, through an online service desk solution that we may access at any time.
A.5.4-6	You must provide us with a facility to extract all information for all incidents, should we need to provide this information to a new service provider.
A.5.4-7	You must provide monthly incident management reports or make these available to us using an online service desk solution. Please describe your incident management reporting procedure and outputs.
A.5.4-8	You must provide a quarterly service performance report that describes the effectiveness of your support and maintenance service against KPIs and SLAs.
A.5.4-9	You must present the quarterly service performance report to us at a quarterly service review meeting that you must arrange and chair. Please describe your service management approach.
A.5.4-10	Please describe your incident response and resolution timescales, for incidents in the following categories: • **Severe incident** (e.g., the website or CMS is completely inoperable). • **Major incident** (e.g., a significant component of the website or CMS is completely inoperable, or a sever incident is about to occur if the problem is not resolved). • **Minor incident** (e.g., a component of the website or CMS is inoperable, but a workaround exists, or the majority of the user community can still use the systems). • **Minor incident** (e.g., a cosmetic defect). • **Advice and guidance** (e.g., a user requires assistance with a CMS function, or our digital channel manager requires additional metrics/reporting).

A.5.5 Minor Change

A.5.5-1	You must provide an ongoing provision for minor change. Please describe your approach and propose a number of hours/days per month.
A.5.5-2	You must show this provision separately within your price.

Appendix B. Technical design document

WEBSITE – TECHNICAL DESIGN DOCUMENT

A technical design document that details the architecture of the overall solution

Seafish - CMS Migration and Website Build

21 May 2021

Prepared by
Storm ID

Microsoft Partner | Gold Application Development Gold Cloud Platform

Table of Contents

About this document

Document Approvals

NAME	PROJECT ROLE	APPROVED
Alan Thom	Lead Umbraco Developer	Yes
David Banks	Lead SharePoint Developer	Yes
Mike Cashin	Projects Director at Storm ID	Yes

Document History

DATE	VERSION	SUMMARY OF CHANGES	CHANGE LOG
14 May 2021	0.1	Initial draft	AT, DB
21 May 2021	0.2	Draft shared with Seafish for review	MC

Introduction

As part of the original Invitation to Tender (ITT) document, Seafish outlined a number of requirements around documentation, to ensure that functionality and processes are captured for future use and to assist Seafish gather a greater understanding of the service from an operational and development perspective.

The Technical Design Document describes the architecture and design of the CMS, website, associated systems, components, databases, interfaces and software. The Seafish website and associated services is hosted on Microsoft Azure[2] cloud infrastructure.

Environments

To manage the support and development of the service, two sets of environments have been setup:

- **QA** – WIP and Test environments to validate updates
- **Prod** – The Live environment that users/customers access

Below is an Azure focused architectural overview for each set of environments
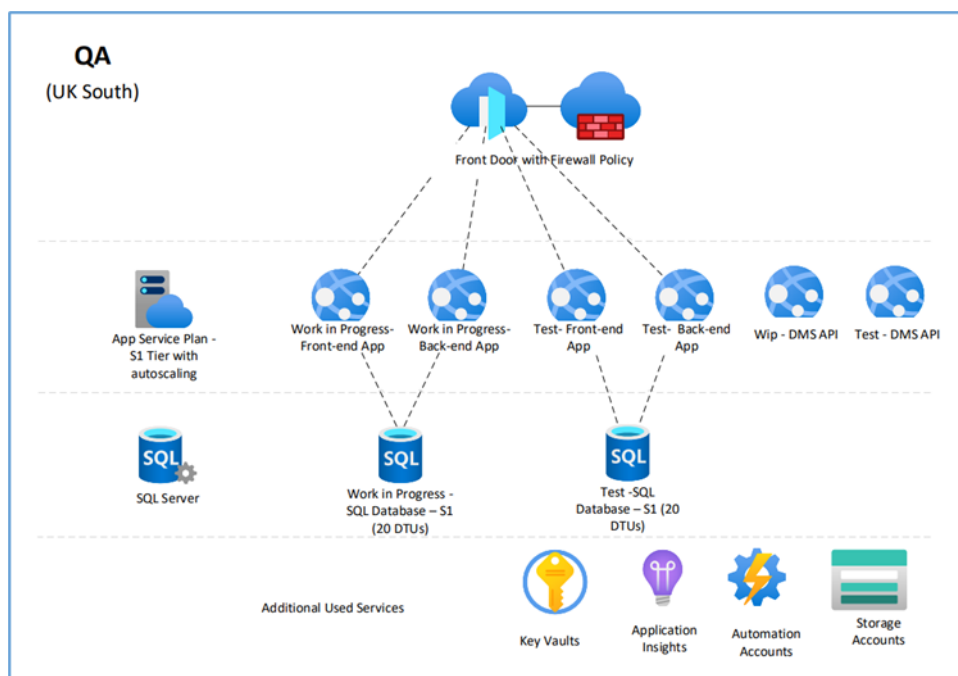

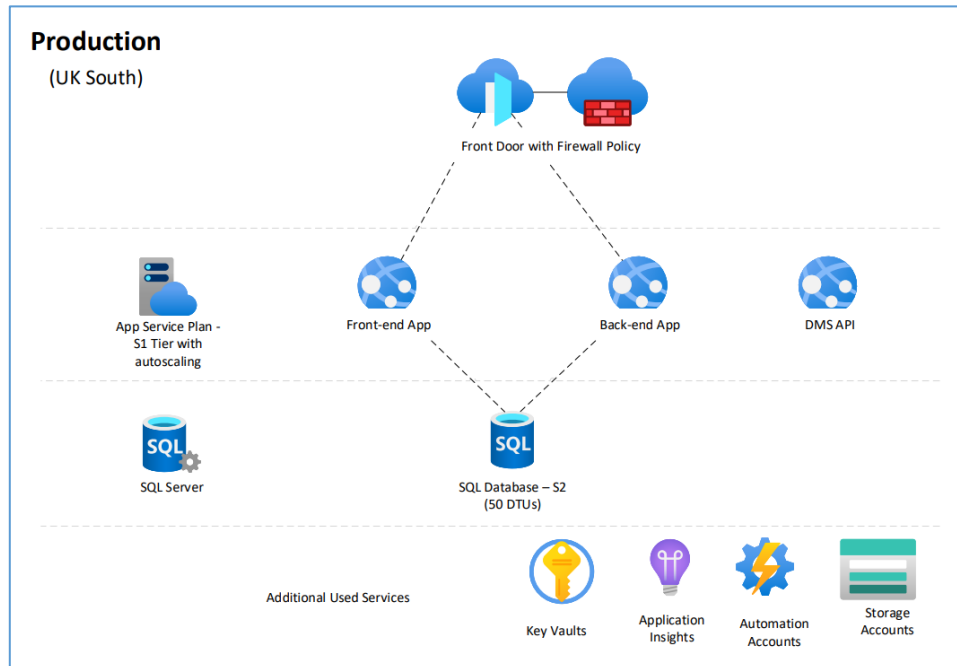*Figure 1:* *Architectural overview of QA setup in Azure*

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[2] https://azure.microsoft.com/en-gb/

Figure 2: *Architectural overview of Production setup in Azure*

Content Management System

The Content Management System (CMS) is built with Umbraco[3], a flexible open source CMS adopted by a number of public and private sector organisations, and hosted on a scalable Azure architecture as detailed below.
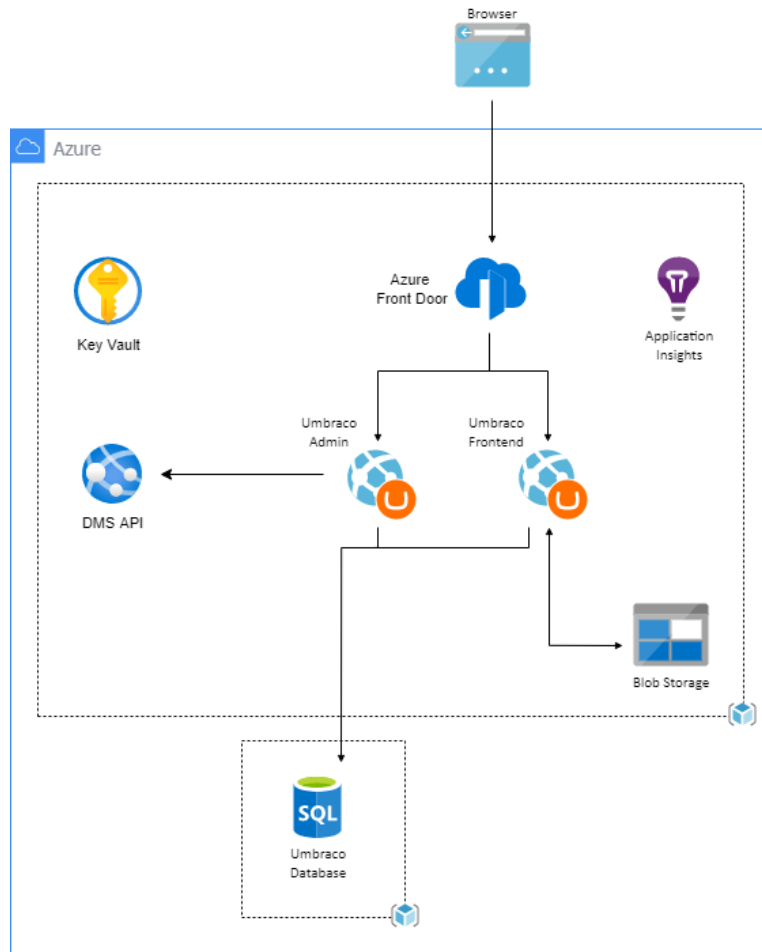

Figure 3: *Umbraco overview in Azure*

- All user browser requests to the Admin and Frontend web applications are made via Azure Front Door[4].
- A separate application service is in place for the Umbraco back-office admin.

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[3] https://umbraco.com/why-choose-umbraco/
[4] https://docs.microsoft.com/en-us/azure/frontdoor/front-door-overview

- Anonymous access is allowed for the Umbraco Frontend application including those web pages that present forms. These web apps are scalable to enable the application to adapt to any increases in demand.
- Relational data processed by the Umbraco Admin and Umbraco Frontend is retrieved from and updated in the SQL[5] database. Data stored in the SQL database includes:
  - o Site content
  - o Site content metadata
  - o Content relationships
  - o Indexed media metadata
  - o Administrative user accounts, role assignments and any content specific access restrictions
- Azure Blob Storage is used to store media managed by Umbraco Admin to be presented on content managed pages within the Umbraco Frontend including images
- Key Vault (specifically the External Applications Key Vault) is used to store credentials required to authenticate with the DMS API. The web apps connect to Key Vault using managed identity to retrieve the required keys, then pass these in a request to the DMS API. These key are then validated by the DMS API which performs the same process, also using managed identities to create an authenticated handshake.
- The DMS API (described in detail above) is used to retrieve document and search data from the DMS.

Front-end stack

Front-end code and static assets are built and optimised using a Webpack-based build task in the Azure CI/CD pipeline. CSS is compiled from SCSS source files, with POSTCSS used to post-process the output to support the target browser list. JavaScript is transpiled from source ES modules to minified ES5 bundles. HTML is generated by Umbraco using Razor templates.

Target browser list

	Browser	OS
Desktop*	Chrome	Windows 10, macOS Catalina
	Edge	Windows 10
	IE11	Windows 10
	Firefox	Windows 10
	Safari	MacOS Catalina
Mobile*	Safari	iOS
	Chrome	iOS, Android
	Samsung Internet	Android

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[5] https://azure.microsoft.com/en-gb/products/azure-sql/

Security

Umbraco Admin Access

Access to the admin application is restricted to administrative users who must provide authentication credentials, username and password in order to log into the application. Access and permissions are determined by user roles. Content specific access restrictions are configured to prevent specific users from access specific portions of site content.

Network Security

Azure Front Door provides management of all traffic to web application including a Web Application Firewall for restriction of inbound connections blocking those recognised as common exploits and vulnerabilities. The WAF rules are based on OWASP (Open Web Application Security Project) core rule sets. It also supports SSL/TLS termination, allowing unencrypted traffic to the back-end servers so that they do not need to be burdened with encryption and decryption.

Configuration Security

Azure Managed Service Identities is used by all services where it is supported including the Umbraco Admin and Frontend web application services, Blob Storage and the Umbraco database. A system-assigned identity principal is enabled on the Azure resource, and this can then be given permission to access another resource. For example, instead of database username and password stored in connection string within a web application configuration, a managed identity can be given permission to the database.

Data Security

Dynamic data masking is used for personal and sensitive data stored in SQL databases. It is a policy-based security feature of Azure SQL that hides the sensitive data in the result set of a query over designated database fields, while the data in the database is not changed. For example, an appropriate data mask can be defined to protect personally identifiable information (PII) data, so that a developer can query production environments for troubleshooting purposes without violating compliance regulations.

Designated database field values residing in a database backup will masked unless that database backup is restored and accessed by the Active Directory account (in most cases this should be a Managed Service Identity) that is configured to read the unmasked data. Used in combination with Managed Service Identities, this provides a good solution to protecting sensitive data in a database natively to avoid data breaches occurring from inadvertent/illegitimate access or due to a misplaced database backup.

Transparent data encryption (TDE) is used in combination with Dynamic Data Masking and helps protect Azure SQL databases against the threat of malicious offline activity by encrypting data at rest. It performs real-time encryption and decryption of the database, associated backups, and transaction log files at rest without requiring changes to the application. By default, TDE is enabled for all newly deployed Azure SQL databases.

Document Management System

The Document Managements System is built using several cloud based components.

- SharePoint Online
- Azure
    - App Services
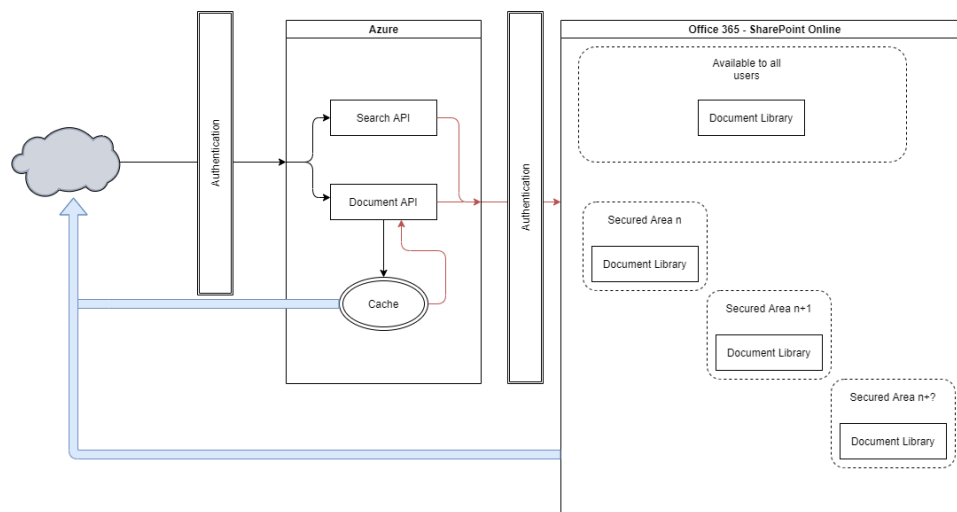   - Key Vault
    - Blob Storage
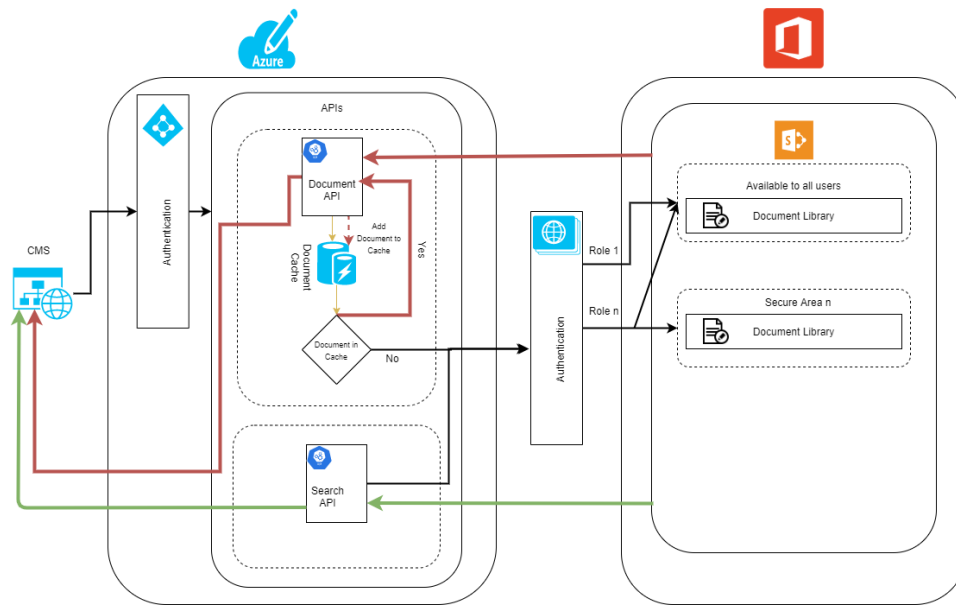   - Logic Apps

Figure 4: *High Level DMS Architecture*
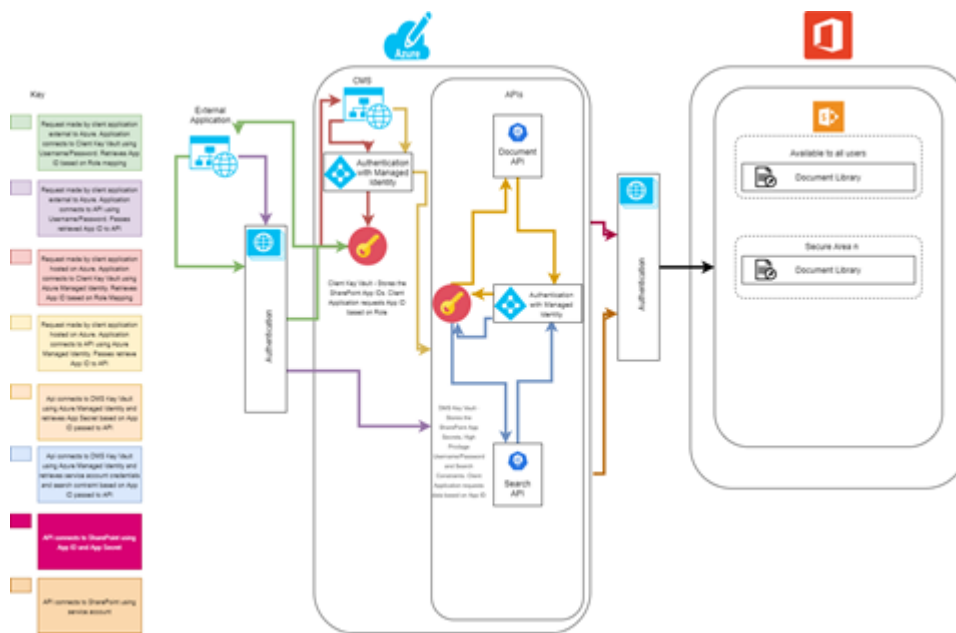
Figure 5: *Detailed DMS Architecture*

Figure 6: *Details DMS Identity Architecture*

App Services

The App Services run the two APIs that provide the integration points to the Document Management System for external applications.

Document API

The Document API provides endpoints for interactions with the documents stored within the Document Management System. This endpoint is secured using Azure Active Directory and a request made to the API must use a valid authentication method. The two supported methods for authentication are:

- Managed Identity
    - This is the preferred method for applications deployed to the same Azure tenancy as the API
- Client ID/Secret
    - This is the method to be used by applications deployed outwith the Azure tenancy that the API is deployed to.

Documentation for this API can be found at https://app.swaggerhub.com/apis/dabanks15/Documents

NOTE: Currently authentication is only supported from external applications hosted within the same Azure tenancy as the API. Should integration with the APIs from an external application outwith Azure be required then further discovery and development will be required.

Search API

The Search API provides an endpoint for retrieval of search results from the Document Management System search index. This endpoint is secured using Azure Active Directory and a request made to the API must use a valid authentication method.

The two supported methods for authentication are:

- Managed Identity
    - This is the preferred method for applications deployed to the same Azure tenancy as the API
- Client ID/Secret
    - This is the method to be used by applications deployed outwith the Azure tenancy that the API is deployed to.

Documentation for this API can be found at:
https://app.swaggerhub.com/apis/dabanks15/Search

NOTE: Currently authentication is only supported from external applications hosted within the same Azure tenancy as the API. Should integration with the APIs from an external application outwith Azure be required then further discovery and development will be required.

Key Vault

Key Vault is a service provided by Azure that allows secure storing and access of sensitive information. The Document Management System uses two instance of Key Vaults, one for external applications and one for the Document Management System.

External Applications Key Vault

The External Applications Key Vault contains the required information to connect to the APIs, but not the Document Management System directly.

Document Management System Key Vault

The Document Management System Key Vault contains the required information to connect to the Document Management System in the chosen context. This Key Vault is only accessible to the Document Management APIs.

Blob Storage

Blob Storage is a service provided by Azure to store large amount of data that can be accessed in a performant manner.

To ensure performance of the Document Management System certain API requests are cached using the Azure Blob Storage. Any repeat API requests get their responses from the Blob Cache rather than directly from the Document Management System.

Items cached in Blob Storage have a default expiry of 30 days but are also expired by the Document Management System if a change occurs to a document.

Logic Apps

Logic Apps are a service provided by Azure that allow building of automated workflows. The Document Management System uses two Logic Apps.

Cache Invalidator

The Cache Invalidator Logic App handles the expiry of cache items if a change occurs to a document within the Document Management System.

NOTE: If any additional Document Libraries are added to the Document Management System then the Cache Invalidator Logic App will need to be updated to add an additional trigger.

Document Status

The Document Status Logic App handles the change of status for a document in the Document Management System. Any document status changes are validated against any external applications referencing the document before being finalised.

NOTE: This is currently only configured for the Seafish website and any further integrations with external applications would require further development of the Document Status Logic App. The external application would need to provide an API endpoint to be called to validate the document status.

Appendix C . Company information

C.1 Company

Company name:	
Company registered address:	
Company registration number:	
VAT registration company:	
Website:	
Trading status: • public limited company • limited company • limited liability partnership • other partnership • sole trader • third sector • other (please specify your trading status)	

C.2 Primary contact details

Name:	
Address:	
Email:	
Telephone:	

C.3 Finances

Revenue for each of the previous three years:	
Acid test ratio for each of the previous three years:	
If financial information is not available for the previous three years, please state when your company was established or began trading:	
Please confirm that you are currently, and you expect for the duration of the project to be, a going concern:	

C.4 Resources

Number of people employed by you each year, for each of the previous three years:	
Number of full-time equivalent resources you intend to deploy on this project:	
Number of full-time equivalent resources you intend to deploy on this project, expressed as a percentage of the total number of current employees:	
Please identify the gender balance within your organisation:	

C.5 Insurance

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

Professional indemnity insurance - £2m:	Yes/No

Value of employer's liability insurance - £5m:	Yes/No
Value of public liability insurance - £5m:	Y/N

C.6 Mandatory exclusion criteria

The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, to which you should refer before completing these questions.

Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage. If you answer yes to any of these questions, please also provide:

- Date and reasons for conviction
- Identity of who has been convicted
- If the relevant documentation is available electronically, please provide the web address, issuing authority and the precise reference identity on the document(s).

Participation in a criminal organisation:	Yes/No If you have answered yes, please provide details.
Bribery or corruption:	Yes/No If you have answered yes, please provide details
Fraud:	Yes/No If you have answered yes, please provide details.
Terrorist offences or offences linked to terrorist activities:	Yes/No If you have answered yes, please provide details.
Money laundering or terrorist financing:	Yes/No If you have answered yes, please provide details
Slavery, compulsory labour (including in respect of children) or human trafficking:	Yes/No If you have answered yes, please provide details.
Offences in connection with the proceeds of drug trafficking:	Yes/No If you have answered yes, please provide details.
Breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010:	Yes/No If you have answered yes, please provide details.

If you've answered yes to any of the above questions, describe any measures you've taken to demonstrate the reliability of the organisation despite relevant ground for exclusion?	Yes/No/Not applicable If you have answered yes, please provide details

C.7 Discretionary exclusion criteria

The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, to which you should be refer before completing these questions.

Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.

Has it been established by judicial or administrative decision having final and binding effect, that you are in breach of obligations related to the payment of tax and social security contributions?	Yes/No If you answered yes, please provide details and confirm you have paid, or have entered into a binding agreement to pay, the outstanding sum along with accrued interest and/or fines.
Has it been established by any other means, that you are in breach of obligations related to the payment of tax and social security contributions?	Yes/No If you answered yes, please provide details and confirm you have paid, or have entered into a binding agreement to pay, the outstanding sum along with accrued interest and/or fines.
Breach of environmental obligations:	Yes/No If you have answered yes, please provide details.
Breach of social obligations:	Yes/No If you have answered yes, please provide details.
Breach of labour law obligations:	Yes/No If you have answered yes, please provide details.

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes/No If you have answered yes, please provide details.
Guilty of grave professional misconduct:	Yes/No If you have answered yes, please provide details.
Entered into agreements with other economic operators aimed at distorting competition:	Yes/No If you have answered yes, please provide details.
Aware of any conflict of interest due to participation in the procurement procedure:	Yes/No If you have answered yes, please provide details.
Been involved in the preparation of the procurement procedure	Yes/No If you have answered yes, please provide details.
Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions	Yes/No If you have answered yes, please provide details.

Are you guilty of serious misrepresentation in supplying the information required for the verification of absence of grounds for exclusion or fulfilment of the selection criteria, have you withheld this information or are you not able to submit the information?	Yes/No If you have answered yes, please provide details.
Have you influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or have you negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award?	Yes/No If you have answered yes, please provide details.
If you've answered yes to any of the above questions, describe any measures you've taken to demonstrate the reliability of the organisation despite relevant ground for exclusion?	Yes/No/Not applicable If you have answered yes, please provide details.

C.8 Technical and professional ability

Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts should have been performed during the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.

C.8.1

Reference 1

Name of customer:		
Contact details:		
Description of contract:		
Start date:		
Completion date:		
Approximate value:		

Reference 2

Name of customer:		
Contact details:		
Description of contract:		
Start date:		
Completion date:		
Approximate value:		

Reference 3

Name of customer:		
Contact details:		
Description of contract:		
Start date:		
Completion date:		
Approximate value:		

Appendix D. Sample contract

SUPPLIER AGREEMENT Between:

Enter Supplier's name here, (the **"Supplier"**) and the **SEA FISH INDUSTRY AUTHORITY** (a statutory body established under the Fisheries Act 1981), with its head office at 18 Logie Mill, Logie Green Road, Edinburgh EH7 4HS ("**Seafish**")

IT IS AGREED between the Supplier and Seafish as follows:

1. **Work** – Seafish has requested the Supplier to undertake *Enter short description of the work here*, further details of which are contained in part 1 of the **Schedule** attached to this Agreement (the "**Work**"). The Supplier has agreed to undertake the Work in accordance with the terms of this Agreement.

2. **Term** - The Work will commence on *Enter start date of contract here* and will be completed by *Enter end date of contract here*.

3. **Fee** - The fee for the Work will be *Enter contract value here - £* inclusive of VAT at the standard rate (where applicable) and shall be payable in accordance with the payment provisions set out in part 2 of the **Schedule** attached to this Agreement. Seafish agrees to make payment within 30 days of receipt of a valid invoice. The fee set out in this clause is a fixed sum and may only be varied in accordance with the terms of this Agreement.

4. **Expenses** - All expenses (including travel costs) must be agreed in advance and will only be payable by Seafish subject to the Supplier: (a) obtaining Seafish's prior written consent to such expenses; and (b) providing evidence to prove such expenditure.

5. **Taxes** - The Supplier shall pay all taxes and other outgoings or expenses payable in consequence of the Agreement and shall fully indemnify Seafish in respect of any demand, costs or expenses suffered by Seafish in relation to any tax or employer's National Insurance contributions or expenses payable in respect of the Supplier, its employees, agents or permitted sub-contractors or in relation to the provision of the Work.

6. **Standard** – The Supplier agrees to undertake the Work: (a) with   all   reasonable skill and care and in accordance with best practice in the industry; (b) in a proper, diligent, expeditious and professional manner; and (c) in accordance with any reasonable policies or guidance supplied by Seafish.

7. **Materials** - The Supplier shall provide all materials and equipment necessary to carry out the Work.

8. **Failure** – In addition to the rights set out in clause 9, in the event that the Supplier fails to perform the Work to a satisfactory standard, Seafish may request that the

Supplier remedy the failure by providing the Supplier with details of the nature of the complaint. If, after reasonable notice the complaint remains unremedied, Seafish may:

8.1 suspend all further payments to the Supplier until the complaint is remedied to the reasonable satisfaction of Seafish; and/or

8.2 make any or all further payments to the Supplier subject to such reasonable conditions as Seafish may specify.

9. Termination – Seafish may terminate the Agreement by written notice if the Supplier: (a) commits a material breach of this Agreement; (b) fails to rectify a complaint notified to it in accordance with clause 8 within a reasonable period of notice; (c) ceases to carry on business; or (d) becomes insolvent, apparently insolvent, has a receiver, manager, administrator or liquidator appointed in respect of its assets or business, or suffers any similar action.

In the event that Seafish terminates the Agreement in the manner described above, Seafish is entitled to demand immediate repayment of (in which case the Supplier shall immediately repay) the whole or part of any payments already made to the Supplier which relate to the Work which has not been satisfactorily performed.

Seafish may also cancel any part of the Work due to unforeseen circumstances beyond Seafish's control, by giving the Supplier notice to that effect. In such circumstances the parties shall use its reasonable endeavours to agree the amount by which the fees payable by Seafish under this Agreement shall be reduced on a pro rata basis, to take account of the fact that the part of the Work is no longer required.

10. Limits on Liability -

10.1 Subject to clause 13 and the provisions of this clause 10, the aggregate liability of either party for any breach of the terms of this Agreement (including delict, tort, negligence or otherwise) shall be limited to twice the amount of the fees payable under Clause 3.

10.2 Subject to clause 13 and the provisions of this clause 10, neither party shall be liable to the other for any: (a) indirect, special or consequential losses or damage; or (b) loss of profit, business, or revenue; which arise out of or in connection with this Agreement.

10.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by that party's negligence or from fraudulent misrepresentation.

11. Confidentiality - Both parties undertake to treat any confidential and proprietary information disclosed to it by the other party as secret and confidential and will not use it for its own benefit or the benefit of any other party, other than for purposes required or permitted by this Agreement or as are otherwise required to make use of the Work.

Neither party will disclose the other party's confidential information without the prior written consent of the disclosing party, other than to such of its employees who reasonably require to have same and are bound by duties of confidentiality.

For the avoidance of doubt, the obligations set out in this clause will not apply to any information: (a) which is or enters the public domain (other than as a result of a breach of the Agreement); (b) that has been developed by the receiving party independently of disclosure; and/or (c) which requires to be disclosed by law, (including disclosures under the Freedom of Information Act 2000).

The Supplier agrees to assist and co-operate with Seafish in connection with any request for information made to Seafish under the Freedom of Information Act 2000 or any other relevant statute.

12. IPR - All intellectual property rights, (including but not limited to patents, copyrights (including copyright in any software), design rights, trade marks, database rights, moral rights, domain names, rights in and to trade or product names, inventions, discoveries and know how), created, developed or otherwise arising from the performance of the Work (the "**Resultant IPR**") shall belong to and from their creation become the exclusive property of Seafish.

The Supplier hereby assigns to Seafish (and insofar as it is not competent for the Supplier to currently assign, hereby undertakes and agrees to assign to Seafish, all future rights from the date of creation), free from any encumbrances, its whole right, title and interest in all Resultant IPR without any additional charge. The Supplier irrevocably waives in favour of Seafish: (i) all moral rights it may have in terms of Chapter IV Part I of the Copyright, Designs and Patents Act 1988; and (ii) any similar rights in any part of the world, in and to the Resultant IPR. The Supplier shall procure that all employees, third parties and sub-contractors used in the creation or development of the Work shall similarly waive such moral rights in and to the Resultant IPR.

The Supplier shall, at Seafish's discretion, execute any further documents, forms and authorisations anywhere in the world and perform any such acts or things as Seafish may require to enable Seafish to secure full legal title to the Resultant IPR. The Supplier warrants to Seafish that the Work is its own original work and the Resultant IPR is not subject to any third party claims, liens, charges or encumbrances of any kind and that the Supplier is free of any duties or obligations or liabilities to third parties which may conflict with the terms of this Agreement.

13. Indemnity- The Supplier shall indemnify Seafish in respect of: (a) any breach or non-observance of the obligations incumbent upon them in this Agreement; (b) from any breach of the warranties provided; and (c) from any claim that the Resultant IPR infringes (or allegedly infringes) the rights of any third party.

14. Insurance – The Supplier shall effect and maintain at all times during the term of this Agreement, adequate insurance cover (including professional indemnity insurance) to cover liabilities under this Agreement, with a reputable insurer.

15. Property - The Supplier will not have any rights to Seafish property (including but not limited to information and data) and will promptly return all such property belonging to Seafish in its possession when asked to do so by Seafish or on the expiry or termination of this Agreement.

16. Data Protection - Each party must comply with all data protection laws that apply to it in relation to any personal data processed in connection with this Agreement.

17. Sub-contract/Assignation - The parties hereby agree that no sub-contracting is permitted by either party without the prior written approval of the other. Neither party shall be entitled to assign any part of the burdens or benefit of this Agreement without the prior written consent of the other party.

18. Waiver - The failure of either party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any time or times in the future.

19. Publicity - No announcement or communications concerning the terms or conditions of this Agreement shall be made by either party without the prior written consent of the other party except to the extent any statement or disclosure may be required by law.

20. Independent Contractor - The parties are independent contractors and nothing in this Agreement shall constitute, nor imply the constitution of, any partnership, association, joint venture or any relationship of principal and agent between the parties.

21. Entire Agreement - This Agreement supersedes all prior agreements and arrangements and sets out the entire agreement and understanding between the parties relating to the provision of the Work.

22. Variation - No variation of any of the terms of this Agreement shall be effective unless it is agreed in writing and signed by both parties.

23. Force Majeure - If either party is prevented from or delayed in performing any obligations under this Agreement by reason of any circumstances beyond its reasonable control it shall be excused performance to the extent affected by such circumstances, so long as it shall both give prompt notice to the other party and use all reasonable commercial endeavours to remove or avoid such circumstances cause or effect.

24. Governing Law - This Agreement is made under and governed by Scots Law and the Scottish courts will have exclusive authority to settle any dispute arising under or in connection with it. IN WITNESS WHEREOF this Agreement together with the Schedule is executed as follows:

Signed for and on behalf of **SEA FISH INDUSTRY AUTHORITY** by

Authorised Signatory (Seafish Director)		In the presence of this witness	
	(Signature)		(Witness Signature)
	(Full Name)		(Full Name)
	(Position)		(Address)
	(Place of Signature)		(Place of Signature)
	(Date of Signature)		(Date of Signature)

Signed for and on behalf of *Enter Supplier name here* by

Authorised Signatory		In the presence of this witness	
	(Signature)		(Witness Signature)
	(Full Name)		(Full Name)
	(Position)		(Address)
	(Place of Signature)		(Place of Signature)
	(Date of Signature)		(Date of Signature)

This is the Schedule referred to in the Agreement between SEA FISH INDUSTRY AUTHORITY and *Enter Supplier name here*.

SCHEDULE

Part 1. - Work

The Work to be provided by the Supplier to Seafish in relation to this Agreement comprises:

Part 2 - Payment Provisions

The fee for the Work will be *Enter contract value here - £* inclusive of VAT at the standard rate (where applicable).

Payment for the Work will be made by Seafish to the Supplier on the payment dates and proportions set out below.

[Payment Date/Milestone Date]	Amount Payable (inclusive of VAT)

The following section is to be completed by *Enter Supplier name here*

Payment shall be made by bank transfer to the following account:

Bank:

Account Name:
Account Number:
Sort Code:

Here to give the UK seafood sector
the support it needs to thrive.

seaf*i*sh