

## Invitation to Tender

### ***PR Support for Seafish Consumer Brand – Love Seafood***

#### Seafish Contact Details

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Seafish Ref: TD2018-011

Completed tenders by e-mail by the deadline (4pm on Friday 1<sup>st</sup> March 2019) to:

[Naomi.McCann@Seafish.co.uk](mailto:Naomi.McCann@Seafish.co.uk)

#### **Seafish**

18 Logie Mill, Logie Green Road, Edinburgh EH7 4HS

Tel: 0131 558 3331

Website: [www.seafish.org](http://www.seafish.org)

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## About Seafish

Seafish is the authority on seafood in the UK and our mission is to secure a profitable, socially responsible and sustainable future for the UK seafood industry. Seafish is funded by the industry through a levy taken from fish sales in the UK. This includes fish landed in the UK for exporting and fish imported in to the UK. As a Non Departmental Public Body, Seafish supports Government policies (UK, Wales, Scotland and N. Ireland) where possible whilst still supporting the industry stakeholders.

Our vision at Seafish is for a seafood industry that is truly thriving. In order to achieve this we have chosen to focus on five challenges facing the seafood industry, our 2018-2021 Corporate plan sets out these challenges which are:

1. A changing political, economic and regulatory landscape as the UK exists the EU.
2. Stagnant consumer demand and strong competition from other protein and non-protein foods.
3. Competing with other food production sectors for access to a suitably skilled workforce, while addressing complex challenges around workplace safety.
4. Sourcing sustainable seafood in an increasingly competitive global market, alongside continued public concern over practices that compromise human welfare and the environment.
5. Successfully accessing the data, information and knowledge that will ensure the sector is equipped to understand and respond innovatively to a changing environment.

## Scope of Project

We are tasked with addressing Challenge 2, which is to focus on increasing the current UK consumption of fish. Currently only 33% of the UK population eat the recommended two portions per week (one of which should be oily). In order to achieve this we have developed a consumer facing brand currently named, 'Fish is the dish', this however is being re-branded to 'Love Seafood' and will launch in April 2019. The refreshed consumer facing brand will be underpinned with a new marketing strategy, part of which will be focused on being more pro-active rather than reactive. Our aspiration is to educate, inspire and encourage people not only about the benefits of eating fish but to address controversial issues such as; plastics, litter in the oceans, sustainability and carbon footprint to empower consumers to make informed choices.

Our main campaign focus throughout the year will be our rolling 'Seasonal Seafood' campaign and additionally Seafood Week, our flagship campaign of the year which takes place annually in October. This week long campaign focuses on getting people to increase their fish consumption, it highlights

the variety and quality of fish and shellfish on offer in the UK.

We regularly have to deal with media enquiries and handle crisis issues on a whole range of topics, identifying internal and external spokespeople and resources for responses.

We are seeking a PR agency to support our new brand launch, overall consumer marketing, advertising and approach to sensitive issues, as well as support on a project by project basis.

## Communications Objectives

1. Build on the success of recent consumption and reputation PR campaigns and ensure internal and external stakeholders continue to see visibility in the media of Love Seafood campaigns and thought leading opinions on controversial issues.
2. Ensure all PR activity works with marketing/digital activity for integrated campaigns with a spread across teams and projects.
3. Respond quickly and appropriately to issues that come up in the media using internal and external experts.

## Project and Audiences

Supporting the industry from catch to plate, Seafish has developed a range of projects and initiatives for two specific audiences, with a 12 month programme of marketing and PR activity all requiring support. The 2019/2020 marketing plan will be shared once completed.

### **Our key audiences are:**

#### **16-34 year olds**

Of this age group; only 23% of those aged between 16-24 years eat fish twice a week, and 24% of those ages between 25-34 years old. Our objective is to increase the overall weekly consumption and to encourage this target audience to swap their current protein choices such as chicken and beef to fish.

#### **60+ year olds**

In comparison 42% of the over 60's population eat fish twice weekly. This group are already converted to eating Seafood however they don't venture outside of top 5 species. Our objective to this group is to encourage diversity and discovery of species they haven't eaten before.

## Barriers to Consumption

There are various barriers to consumption that mean consumers aren't eating the recommended two portions of fish per week. This information is supported by 'State of the Nation' research carried out in May 2018.

These barriers are:

- Taste of fish
- Vegetarian/ Vegan
- Smell
- Texture
- Appearance
- Bones
- Don't know how to cook it correctly
- Expensive

## Support Brief

We are a team of 16 (marketing and communications) split into 3 'pods'; marketing, PR and brand engagement. As the marketing pod we are the only team responsible, within the Seafood industry, for increasing overall UK consumption of seafish and shellfish. Our marketing approach will now be an 'always on' approach focusing on the previously mentioned 'Seasonal Seafood' and 'Seafood Week' campaigns which will shine a spotlight on specific fish and shellfish. As well as additional proactive campaigns - this will come out of various pieces of consumer research currently in progress.

This activity will require everything from a simple press release to advertising, PR campaigns, influencer partnerships, social, video content, and photography.

As our **retained** PR agency, we will expect you to provide us with support on:

- Proactive media opportunities
- Crisis communications
- Ad hoc press office support (including issuing news release and handling media enquiries when extra resource is required)
- Advertising
- Support with addressing sensitive issues
- Work in partnership with our appointed retained design agency- Lawrence creative
- Help create innovative and bold PR campaigns throughout the year

## Assets

We have a number of Seafish personnel who have some experience of TV/ interviews and can cover a whole range of topics including science around fish stocks, species information, technical information on sustainability and the environment, importing and exporting, vessel and processing gear, political issues, safety, economics, market data on retail sales and consumption of seafood, marketing, health, cooking and nutrition.

We also have good contacts with a variety of industry bodies who we often ask to speak on behalf of the industry where Seafish may be unable to comment.

We also hold numerous pieces of research and have access to various market insight reports.

## Campaigns

Our main campaign focus is the annual (October) 'Seafood Week'. However as mentioned above we will be running an ongoing 'Seasonal Seafood' campaign which will showcase 2 or more species of seafish and shellfish. Moreover, we will be running additional campaigns which will be confirmed with the updated marketing plan. Each additional campaign will have a separate budget which is additional to the monthly retainer.

## Measurement & Evaluation

Currently, there is no measurement in place as the need for a retained PR agency wasn't essential until now under the new marketing strategy. However, we do have some benchmarks from Seafood Week 2018 which are noted below which will shape our activity for the 2019 activity:

- 10% increase on coverage secured and reach of articles YoY, which equated to:
  - 148 pieces of coverage across print, online and broadcast
  - 264 million reach across all PR and social coverage generated
- Minimum of 10 pieces of coverage following the national news announcement
- At least 1 national feature
- At least 5 regional profile pieces

Each individual campaign/ project will have KPI's that will be agreed upfront in the campaign planning stage.

## Awarding Criteria

All submissions will be assessed for their value-for-money and quality. In the interest of ascertaining the highest level of transparency, fairness and competition, the following evaluation matrix will be used to score each response.

Requirement	Quality of response
<u>Relevant experience</u> Positive credentials and case studies of work.	20%
<u>Creative concepts</u> Innovative and bold agency, forward thinking with engaging content.	30%
<u>Understanding of the brief</u> Interpreting the brief and the ability to meet our requirements.	25%
<u>Project delivery support &amp; management</u> Specifics around whom in the team would be working on the account day to day and who the senior support would be.	25%

### Recovery of Costs

Applicant is not entitled to claim from Seafish any costs or expenses incurred in preparing the tender document whether or not it is successful.

### Terms of Supplier Contract

It is a condition of participation in this Procurement Exercise that the Tenderer accepts the Seafish Terms and Conditions attached in Appendix 2.

## Key contacts & Contract Management

### Contract Management

The contract will be managed by Leanne Gunn, Marketing Manager for Seafish. Contact information is noted below.

**Primary**

Naomi McCann

Marketing Officer

Tel: 0131 524 8603

Email: Naomi.McCann@seafish.co.uk

**Secondary**

Leanne Gunn

Marketing Manager

Tel: 0131 524 8691

Email: Leanne.Gunn@seafish.co.uk

**Budget & Timings****Timings**

This will be a one year contract to start in April 2019 to April 2020.

**Budget**

Monthly retainer for PR support plus independent budget for additional projects.

**Recovery of Costs**

An applicant is not entitled to claim from Seafish any costs or expenses incurred in preparing the tender document whether or not it is successful.

**Exit Management**

Please refer to Appendix 2, section 9.



## Timeline of tender process

The deadline for submitting tenders by email is 4pm on Thursday 14th March 2019. Submissions received after this time will not be accepted

The tender process timetable is as follows:

<b>Actions</b>	<b>Date(s)</b>
Distribution of application to tender document	25th February 2019
Last date for receipt of tender document submission	4pm on the 14th March 2019
Assessment of tenders received and follow up as required	W/c 18 <sup>th</sup> March 2019
Agencies invited to present	W/c 25 <sup>th</sup> March 2019
Notification to successful applicant of intent to award contract	W/c 1 <sup>st</sup> April 2019
Notification to unsuccessful applicants	W/c 1st April 2019
Contract commencement date	5th April 2019

## Instructions to tender

Tenderers are required to submit the following:

1. Completed Declaration (Appendix 1)
2. Completed Pricing Schedule
3. Presentation document covering all aspects mentioned below:
  - Name of the tenderer(s), status in the company, and name of the person for further contact if different
  - The proposed account management team
  - Evidence of capabilities and track records, including examples of relevant projects successfully completed.
  - Details and testimonials from two referees in relation to this work where a significant PR exercise has been undertaken.
  - Examples of how you would apply/ portray our brand (currently [www.fishisthedish.co.uk](http://www.fishisthedish.co.uk) ) to:
    - A press release
    - A potential campaign
    - Social content
    - Influencer engagement
  - A cost proposal under the following subheadings:
    - Fees – broken down by activity/ staff time
    - Reporting and management fees
    - Any other costs
    - VAT where applicable
    - Total

Shortlisted tenderers will be asked to present to Seafish.

Seafish reserves the right to reject any response which fails to meet any requirement set out in this ITT.

Please note all submissions should be no longer than 15 pages.

## Appendix 1

### Declaration of Tenderer

\*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by Seafish, to provide the goods and/or services in the Specification in accordance with the Schedules, at the accordance with the Seafish Terms and Conditions of Contract (Appendix 2) which appear in this set of documents.

\*I/We the undersigned undertake to submit a tender in accordance with the following documents:

- Declaration of Tenderer
- Pricing Schedule
- Agency presentation

\*I/We agree to abide by this tender from **4pm on Thursday 14th March**, the date fixed for receiving tenders, until the Award of Contract.

\*I/We understand that Seafish is not bound to accept the lowest or any tender and shall not be bound to use the contractor as a sole supplier.

\*I/We understand that the service provision will commence on the dates specified, unless the Contract is terminated in accordance with the provision of Seafish terms and conditions of contract.

Signature:

Name:

**(BLOCK CAPITALS)**

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Nature of Firm

Address

Telephone No

E-mail

Date

It must be clearly shown whether the Tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

### Conditions of contact (for reference)

#### SUPPLIER AGREEMENT Between:

**XXXX**, (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 \_\_\_\_\_, 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 \_\_\_\_\_ and will be completed by \_\_\_\_\_.
3. **Fee** - The fee for the Work will be £X,XXX exclusive 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/Assignment** - 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

\_\_\_\_\_ (Signature) in the presence of this witness

\_\_\_\_\_ (Full Name) \_\_\_\_\_ (Witness' Signature)

Authorised Signatory

\_\_\_\_\_ (Full Name)

\_\_\_\_\_ (Place of Signature) \_\_\_\_\_ (Address)

\_\_\_\_\_ (Date of Signature) \_\_\_\_\_

Signed for and on behalf of \_\_\_\_\_ by

\_\_\_\_\_ (Signature) in the presence of this witness

\_\_\_\_\_ (Full Name) \_\_\_\_\_ (Witness' Signature)

\_\_\_\_\_ (Position) \_\_\_\_\_ (Full Name)

\_\_\_\_\_ (Place of Signature) \_\_\_\_\_ (Address)

\_\_\_\_\_ (Date of Signature) \_\_\_\_\_

This is the Schedule referred to in the Agreement between SEA FISH INDUSTRY AUTHORITY and XXXX.

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 £X,XXX 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)

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

Bank:  
Account Name:  
Account Number:  
Sort Code: