



REQUEST FOR TENDER (RFT)

Provision of website development services

Part I:	Tender information.
Part II:	Format of Tender response.

Date of issue:	15 July 2022
Deadline for receipt of queries/clarifications:	12 noon on 28 July 2022
Deadline for receipt of tender submissions:	12 noon on 05 August 2022

PART I – TENDER INFORMATION

A. Project/tender background and scope - Specification and requirements:

About the Contracting Authority:

The North Western Waters Advisory Council (NWWAC) was established by the European Commission in September 2005 with the aim of ensuring greater stakeholder involvement in the policy making processes of fisheries management.

The NWWAC is an independent, stakeholder-led, advisory body representing the fishing industry, environmental organisations and other relevant stakeholders from Ireland, France, Spain, Belgium and the Netherlands.

It currently has 44 members who advise the Commission and/or Member States, on matters of fisheries management from a regional perspective in respect of ICES areas VI, VII, i.e., the waters to the west of Ireland and Scotland and those of the English Channel, Celtic Sea and Irish Sea.

The NWWAC meets on a regular basis throughout the year and operates in three working languages (English, French and Spanish). Over the course of the last 17 years, the NWWAC has produced over 400 items of opinion and advice and these along with Commission responses are publicly available on the NWWAC website. The NWWAC maintains this level of transparency by ensuring that all of its meetings are open to the public.

For further information please refer to: www.nwwac.ie

Background:

This is a tender for the provision of website development services with the main purpose of migrating the NWWAC website from its current “Siternity” source code to an open-source code, e.g., Word Press.

The NWWAC website is the main communication tool between the NWWAC Secretariat and: NWWAC members, European Commission, Member States, scientific observers and the general public.

The website contains updated information on meetings, papers, advice, correspondence with the Commission, as well as several administrative forms.

While both the Secretariat and the website users are reasonably pleased with the functioning of the current website in terms of content and organisation of information, the website was last updated in 2013 including at that time a functional review and redesign of the website but also the improvement of its functionalities. At that time, the web developer set up the NWWAC website using its own licenced source code “Siternity”. That company was taken over and maintenance using this code is getting more difficult as it is used less and less often.

The successful tenderer will be responsible for the migration of the NWWAC website from “Siternity” to for example “Word Press”, as well as the maintenance of the website with a service level agreement to be put in place. Ownership of the website shall be with the NWWAC.

Scope of contract:

This is a two-month contract with the additional opportunity of entering into an annually renewable service level agreement.

Start of the project is anticipated for 01 September 2022 with final elements in place by 31 October 2022.

B. Tender Evaluation:

Tenders will be evaluated based on the tenders submitted for the above specification and requirements.

The contract will be awarded from tenders evaluated on the basis of the most economically advantageous tender consistent with the following award criteria:

Sample Award Criteria	Weighting %
Proposed methodology and approach	40%
Qualifications and experience of proposed key personnel (expand as required)	30%
Proposed costs for migration of website while maintaining full functionality	20%
Proposed costs Service Level Agreement	10%
Total	100%

C. Queries/clarifications:

Any queries/clarifications in relation to this RFT should be addressed in writing to the following email address: info@nwwac.ie

The deadline for receipt of queries/clarifications is: 12 noon on 28/07/2022

D. Tender document/response format:

This single document includes the tender information and the format for tender responses. Tenderers are requested to complete Part II below as their tender response:

- Sections 1 (Tender Information),
- Section 2 (Tender Response),
- Section 3 (References), and
- Section 4 (Proposed Cost)

E. Submission of tender responses:

Tenderers are requested to submit their tender response by email on or before:

12 noon on 05/08/2022 (the “Tender Deadline”)

to the email address at: info@nwwac.ie

Please ensure to include “Tender response – NWWAC web development services in the subject of the email.

F. Proposed costs - please note:

Tenderers are required to complete the pricing information at Section 4 of this document in the format outlined. All prices must be quoted **inclusive** of VAT to provide the required services.

The contract will commence on the appointment of the Tenderer. The Contracting Authority is not obliged to accept the lowest, or any tender. The Contracting Authority may decide, following evaluation of tenders, not to proceed with the services and no liability shall fall on the Contracting Authority arising from costs incurred by Tenderers in preparation of their proposals.

G. Letter of Engagement:

The successful Tenderer shall be required to enter into the Letter of Engagement with the Contracting Authority (copy enclosed at the Appendix 2). Tenderers should take account of the provisions of the Letter of Engagement in the preparation of their Tenders.

H. Contract Award:

It is a condition for the award of this contract that the successful Tenderer:

- must provide a copy of a valid Tax Clearance Certificate or log-in access to tax information details on the Irish Revenue Commissioners' website;
- provide evidence that the following levels of insurance cover are currently in place or provide an undertaking that the required insurance cover will be put in place if tender is successful:

Employer's Liability Insurance

Public Liability Insurance

Professional Indemnity Insurance

Indemnity to Principal Clause must be included for Employers Liability Insurance and Public Liability Insurance and the territorial limits and jurisdiction of insurance policies include the Republic of Ireland.

I. Compliance:

If a Tenderer fails to comply in any respect with the requirements of this RFT, the Contracting Authority reserves the right to reject the Tenderer's tender as non-compliant.

PART II – FORMAT OF TENDER RESPONSE

A. Information required from Tenderers:

The following information must be provided in tender responses:

Section 1 – Tenderers information:

- Tenderers name, address and contact details;
- Brief Company overview including services currently provided;
- Provide a copy of a valid Tax Clearance Certificate or log-in tax access on the Revenue commissioners' website with your response **or** an undertaking that one will be provided prior to contract award if your tender is successful; and
- Evidence of insurance cover based on levels outlined in this document, **or** an undertaking confirming that insurance will be put in place prior to contract award (if your tender is successful).

Section 2 - Tender response

Please outline in detail:

- Proposed methodology and approach for providing the services and how it matches the specified requirements as outlined above (e.g. supported by a Project Implementation Plan to include resources and timelines).
- Qualifications and experience of proposed key personnel (provide information on the skills/expertise of proposed nominated key personnel (by way of CV).

Section 3 - References:

Submit 3 relevant client references, which would have similar size and nature to the specification and requirements as outlined in this document.

Please note that the Contracting Authority reserves the right to contact any clients provided without further contact with Tenderers.

The following information is required:-

- *Company Name;*
- *Detailed description of work completed;*
- *Please describe how this contract is comparable to the services required in this RFT;*
- *Estimated Contract Value incl. VAT; and*
- *Contact Name – telephone number, email etc. (to be used for reference purposes).*

Section 4 – Proposed costs:

Tenderers must submit costs in euro (€) inclusive of VAT, and inclusive of all expenses including, without limitation, equipment, software, travel, accommodation, postage, photocopying, administration support and all organisational overheads for the provision of the Services. The submission of costs shall be in the in the following format:

Details	Fully inclusive proposed costs (inclusive of VAT) €
Migration of website including security, hosting etc. maintaining complete functionality	[•]
Inclusion of additional requirements as per Appendix 1	[•]
Training of NWWAC Secretariat staff	[•]
Identification of potential gaps and provision of solutions	[•]
Service Level Agreement	[•]
Total	[•]

Name of Tenderer: [•]

Company Registration Number (if applicable): [•]

Signed on behalf of Tenderer:

Name: [•]

Title: [•]

Telephone: [•]

Email: [•]

Date: [•]

Appendix 1

[Insert description of the Services]

This request for tender is for the migration of the NWWAC website from “Siternity” source code to an open-source code, e.g. Word Press including the following tasks:

- Transfer of current NWWAC website (English, French and Spanish) from “Siternity” source code to open-source software, e.g. Word Press, ensuring full functionality is maintained on all levels including hosting, security and domain renewal
- Provide necessary training to NWWAC Secretariat to allow continual autonomous updates;
- Identify potential gaps, e.g., missing cookie notification, and provide appropriate solutions.

The service provider must maintain the underlying website structure as it is. This organisation of information has been thoroughly considered by the NWWAC Secretariat based on members’ feedback and has proved to be very efficient. As such, this structure should be maintained in the new website and should only require minor adjustment.

The categories are as follows:

Homepage (EN-FR-ES by clicking the appropriate national wording of the logo/flag/text)

1. About the NWWAC;
2. Publications;
3. Members Page;
4. Meetings (updates may be needed for the registration function)
5. Administration;
6. Press/Media
7. Members Area

The members of the NWWAC are particularly content with the functionality and design of two sections of the website: (1) the calendar of meetings and (2) the publications section. Both sections are considered to constitute the core of the website, containing a working archive of documents and NWWAC advice and opinions (+800). This archive must be migrated to any new structure with absolutely no loss of information unless specifically identified by the NWWAC Secretariat.

The service provider must:

- Maintain the website’s visual appeal and intuitive functioning. The full frame of the screen must be filled and be displayed with high resolution and in a consistent manner in different browsers (e.g. MS Explorer, Mozilla Firefox, Mac Safari);

- Ensure consistency in the use of the corporate colours of the NWWAC (i.e. navy and marine blue, white and dark yellow). Hyperlinks to documents and websites should be clearly defined and be consistent (e.g. colour, font size) with the general text;
- Enable the operation of the website in the 3 working languages of the NWWAC (i.e. English, French and Spanish) and facilitate regular users to select their preferred language by default;
- Provide for the option of short video clips/animations to be embedded in an appropriate location;
- Identify any potential gaps and provide suitable solutions;
- Provide online backups or an agreed backup facility;
- Provide IT support in line with an agreed service level agreement;
- Provide a secure document management system.

Appendix 2

Letter of Engagement

Private & Confidential

[Insert Name
Insert Title
Insert Company
Insert Address]

[Insert Date]

Re: Tender for the provision of [insert RFT title] for the [Services]

Dear [Insert Name]

I refer to your tender submitted to the North Western Waters Advisory Council's (NWWAC) for the above Services (such description being appended at Appendix 1) and I am pleased to confirm that your tender has been successful, subject to the following standard terms and conditions:

1. [Insert name of successful Tenderer] ("the Contractor") shall provide the Services with skill and expertise and in a first class professional, diligent and conscientious manner in order to comply with the Request for Tender dated [insert date] and tender response dated [insert date], subject to any variations agreed with the North Western Waters Advisory Council (NWWAC) ("the Authority").
2. The Contractor shall ensure that all key personnel specified in its submission are available to provide the Services for the term of this agreement. If any of the key personnel becomes unable to provide the Services for whatever reason the Contractor shall replace that person with a person of equivalent experience.
3. The Authority will pay the Contractor a fixed fee of € [insert fee amount] (including VAT).
4. Payment to a maximum of € [insert fee amount as shown in point 3] including VAT (to deliver the required Services will be made on submission of invoices appropriately authorised by the Authority. The proposed payment schedule is as follows:

[Outline agreed invoice payment schedule (to include stage payments where appropriate)]

Invoices for payment must be sent by email to info@nwwac.ie.

5. Where applicable, the Contractor shall not be entitled to any payment if at any time in response to a request from the Authority the Contractor does not provide a valid Tax Clearance Certificate or log-in access to the Contractor's current Tax Clearance Certificate on the website of the Revenue Commissioners of Ireland confirming suitability on tax grounds.
6. Payment of any sums due (including all legally demandable VAT, at the rate for the time being properly chargeable in respect of the provision of Services by the Contractor under this Agreement) shall be made in euro. The Contractor shall not be entitled to any additional costs unless these are agreed in advance with the Authority.
7. The Contractor shall be responsible for the following levels of insurance cover:

Employers Liability	-	[to include amount]
Public Liability	-	[to include amount]
Professional Indemnity	-	[to include amount]

The Contractor will during the term of this arrangement immediately inform the Authority of any material change to its insured status and produce valid certificates of insurance upon request.

8. The Contractor agrees and acknowledges that it will keep, and it will ensure that its personnel shall keep, the Authority's Confidential Information confidential, and shall not at any time for any reason whatsoever disclose or permit such Confidential Information to be disclosed to any third party except as required by law or as permitted hereunder to enable the Contractor to carry out its duties and obligations under the Agreement and except for Confidential Information which has entered the public domain otherwise than as a result of the Contractor's breach of this clause. "Confidential Information" means all information, documentation and other material of a confidential nature received or obtained by the Contractor arising from its participation in this agreement.
9. Data Protection

The Authority and the Contractor acknowledge that the Contractor may have access to certain personal data in the performance of the Services.

To the extent that the performance by the Contractor of its obligations under this Letter of Engagement involves the processing of personal data on behalf of the Authority, the Contractor agrees:

- (a) To do so only in accordance with "*Data Protection Legislation*". Data Protection Legislation shall mean shall mean the data protection and information privacy laws of Ireland and the European Union including but not limited to, the Data Protection Acts 1988-2018, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, the General Data

Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), and any legislation from time to time which implements or amends the GDPR or Directive 2002/58/EC all as amended or replaced from time to time, and any other legislation, codes of practice, guidance, guidelines and/or opinions regarding data protection produced by the European Data Protection Board (formerly the Article 29 Working Party) and the Data Protection Commission;

- (b) To process the personal data only to the extent, and in such a manner, as is necessary for the purposes specified in this Letter of Engagement and in accordance with the Authority’s documented instructions unless otherwise required to do so by applicable laws and shall not process the personal data for any other purpose other than those expressly stated herein;
- (c) To promptly comply with any request from the Authority requiring the Contractor to amend, transfer or delete the personal data;
- (d) To implement and maintain such technical and organisational security measures as may be required to comply with the data security obligations under the Data Protection Legislation;
- (e) Not to transfer the personal data without the prior written consent of the Authority;
- (f) To notify the Authority without undue delay after becoming aware of a personal data breach, any event or incident which puts the personal data at risk, any legally binding request for disclosure of the personal data by a law enforcement agency, or any accidental or unauthorised access to the personal data;
- (g) That persons authorised to access and process personal data are bound by confidentiality provisions;
- (h) To assist the Authority in ensuring compliance with its obligations regarding security of processing, notifications of breaches, data protection impact assessment and prior consultations taking into account the nature of processing and the information available to the Contractor;
- (i) To submit its data processing facilities for audit and inspection, by or on behalf of the Contractor, of the data processing activities covered by this Letter of Engagement;
- (j) At the choice of the Authority, to delete or return any personal data as the Authority may request from time and time or upon completion of each assessment phase or round in the provision of the Services and delete existing copies unless applicable laws require storage of the data; and
- (k) At the choice of the Authority, to delete or return any personal data to the Authority on the expiration or termination of this Letter of Engagement and delete existing copies unless applicable laws require storage of the data.

Both the Contractor and the Authority undertake to each other that in respect of their obligations under this Letter of Engagement they will at all times comply fully with all relevant statutory enactments (including without limitation the Data Protection Legislation and all re-enactments thereof and amendments thereto) or regulations, or requirements made by any governmental authority or equivalent body of competent jurisdiction.

10. The Contractor will warrant and provide an undertaking to the Authority that any copyright or other material written or contributed by the Contractor in the provision of the Services will be wholly original to the Contractor (save to the extent based on material supplied by the Authority) and will not infringe the copyright or any other rights of any person.

The Contractor undertakes to fully indemnify the Authority against all losses, claims or costs arising or incurred by the Authority as a result of any failure by the Contractor to comply with this obligation.

11. The Contractor shall ensure that no conflict of interest arises in respect of its performance of the Services under this Letter of Engagement and shall disclose to the Authority, within 48 (forty-eight) hours of it coming to its attention, any conflict of interest or potential conflict of interest which it, any of its affiliates or any of its sub- contractors may have in performing the Services.

12. The Contractor shall not bind the Authority nor pledge the credit of the Authority at any time.

13. The Contractor shall not assign, transfer or sub-contract this agreement or any portion thereof without the prior consent in writing of the Authority.

14. Intellectual Property arising out of or relating to the work performed by the Contractor and/or any sub-contractor as part of the Services including without limitation, all records, documents, data, financial models, methodologies or such other materials (“Materials”) will vest solely in the Authority. The Authority, however, recognises that pre-existing intellectual property rights used by the Contractor for the creation of Materials will vest solely in the Contractor.

15. Without prejudice to any other rights or remedies to which it may be entitled, the Authority may, without liability to the Contractor, terminate this Letter of Engagement either:

- a. On giving [___ working days] notice to the Contractor, or
- b. With immediate effect, where the Contractor has committed a material breach of any of the terms of this Letter of Engagement.

16. Contract Management

The Contracting Authority’s contact and the Contractor’s contact shall liaise on a regular basis to address any issues arising which may affect the performance of this Agreement and to agree milestones, compliance schedules and operational protocols as required by the Authority from

time to time. If requested in writing by the Authority the Contractor shall meet formally with the Authority to report on progress and shall comply with all written directions of the Contracting Authority.

The Contractor agrees to:

- a. liaise with and keep the Contracting Authority's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations under this Letter of Engagement;
- b. maintain such records and comply with such reporting arrangements and protocols as required by the Authority from time to time;
- c. comply with all reasonable directions of the Authority;
- d. [comply with the service levels and performance indicators, as outlined;] and
- e. [The Authority or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Agreement) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Letter of Engagement. The Contractor shall comply with all reasonable directions of the Authority thereby arising. The cost of inspection shall be borne by the Authority.]

17. Dispute resolution

In the event of any dispute arising out of or relating to this Agreement (the "Dispute"), the Parties shall first seek settlement of the Dispute as set out below:

- a. The Dispute shall be referred as soon as practicable to [insert Contractor's senior contact] within the Contractor and to [insert Contracting Authority's senior contact] within the Contracting Authority respectively;
- b. If the Dispute has not been resolved within fifteen (15) business days, that is excluding weekends and public holidays in Ireland (or such longer period as may be agreed in writing by the Parties) of being referred to the nominated representatives, then either Party may refer the Dispute to an independent mediator, the identity of whom shall be agreed in advance by the Parties;
- c. If the Parties are unable to agree on a mediator or if the mediator agreed upon is unable or unwilling to act, either Party may within twenty-one (21) days from the date of the proposal to appoint a Mediator or within twenty-one (21) days of notice to either Party that the mediator is unable to act, apply to CEDR Ireland to appoint a mediator;
- d. Any submissions made to and discussions involving the mediator, of whatever nature, shall be treated in strict confidence and without prejudice to the rights and/or liabilities of the Parties in any legal proceedings and, for the avoidance of doubt, are agreed to be without prejudice and legally privileged. The Parties shall

make written submissions to the mediator within ten (10) business days of his/her appointment;

- e. The Parties shall share equally the cost of the mediator and the location of the mediation shall be Dublin (or as agreed). The costs of all experts and any other third parties who, at the request of any Party, shall have been instructed in the mediation, shall be for the sole account of, and shall be discharged by that Party; and
 - f. For the avoidance of doubt, the obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation. The Contractor shall comply fully with the requirements of the Agreement at all times.
18. The Contractor undertakes to indemnify the Authority from and against any and all costs, claims, expenses or damages resulting from any breach by the Contractor of any of the terms of this Agreement.
19. In circumstances where the Authority is subject to the provisions of the Freedom of Information Act 2014, then in the event of the Authority receiving a request for information related to this Letter of Engagement, the Authority shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Authority will, where possible, consult the Contractor about this confidential or commercially sensitive information before making a decision on any Freedom of Information request received.
20. This Agreement constitutes the whole and only agreement between the parties relating to the Services. Each party acknowledges that in entering into the Agreement on the terms set out herein, it is not relying upon any pre-contractual statement or arrangement which is not expressly set out herein.
21. This Agreement shall be governed by and be construed in accordance with the Laws of Ireland and the parties hereto expressly and irrevocably submit to the jurisdiction of the Irish Courts.

We look forward to a successful working relationship with you on this important project.

Enclosed are two copies of this letter of engagement. If you are in agreement with the contents please sign both copies and return one signed copy to the undersigned.

Yours sincerely

Authorised Signatory Name

Authorised Signatory Title

I confirm acceptance of the terms and conditions of this engagement as stated above:

Signature: _____

Authorised Signatory Name

Authorised Signatory Title

On behalf of: **Insert name of Tenderer/Contractor**

Date: _____