



Request for Proposal (RFP) FIFA TeamWear / Uniform

Request for Proposal (RFP) for: FIFA Uniform
Issue Date: Week 30 2020



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1. Introduction

1.1. FIFA

The Fédération Internationale de Football Association (hereinafter “**FIFA**”), based in Zurich, Switzerland, is the international governing body of association football, futsal and beach soccer, comprising of 211 member associations grouped into six confederations.

FIFA's activities extend far beyond its broad spectrum of international competitions, headed by the FIFA World Cup™. FIFA also provides material, financial and promotional resources for developing the game around the world. For more information on FIFA, its competitions and its activities, please visit the official website at www.FIFA.com.

1.2. Request for Proposal

By receiving this Request for Proposal (hereinafter referred to as the “**RFP**”), your company has been invited by FIFA to submit a proposal for the concept, design and management of a new **FIFA Uniform** (hereinafter the “**Proposal**”).

2. Background

The provision of uniform for FIFA, its local legal entities, and local organising committees, all form part of this uniform RFP.

The FIFA uniform is worn during all FIFA tournaments and events, special and corporate events, official functions and by constituent groups representing the organisation in public facing environments. Traditionally the standard uniform cycle has been over a four year-cycle to include one edition of the FIFA World Cup™. The uniform is worn by constituent groups who are representatives of FIFA, including the FIFA Council, FIFA Committee Members, FIFA legends, and FIFA and local legal entity employees, etc.

As FIFA is truly a global organisation, it follows that the FIFA uniform will have global recognition and visibility. This means that the appointed bidder will be required to prove a truly global service delivery. For example since 2015 FIFA and its suppliers, from a central European location, managed uniform operations in Abu Dhabi, Argentina, the Bahamas, Brazil, Chile, Colombia, France, India, Jordan, New Zealand, Papua New Guinea, Paraguay, Poland, Qatar, Russia and Uruguay.

Whilst the RFP is open for innovation from industry experts, FIFA currently operates with a formal suit and informal casualwear across all tournaments and events. FIFA would look to retain a formal approach to FIFA World Cups and its special and corporate events whilst creating a casual and more relaxed approach to its other tournaments where appropriate. FIFA places great importance on sustainable activities and this should therefore be reflected and visible in the sourcing, production and distribution of the FIFA uniform.

FIFA's current vision with regard to the uniform project can be summarised as follows:

- Deliver a modern and fully comprehensive FIFA uniform concept
- Create a corporate identity and instil pride and a sense of belonging in the look and feel of FIFA uniform
- Offer value for money with sustainably sourced materials
- Use of a centralized supply chain that is efficient, cost effective, sustainable and user friendly.

In summary, FIFA is to looking to work in partnership with the successful bidder to ensure that the project and uniform design incorporate best practice and industry expertise, guaranteeing the success of the project and enhancing the FIFA brand.

3. Project objectives

FIFA is a modern, diverse, multicultural organisation with over 800 passionate employees who are Living Football, and love what they do. Fair play, team spirit and diversity are core to FIFA and the game of football. FIFA aims to set the standard in the world of international organisations, not just in business, but in every area in which it acts.

These objectives need to be reflected in the uniform concept and fully embraced and enhanced by the appointed supplier in all aspects of the project.

The scope of the project as requested in this document comprises the responsibilities of creating a visual concept, an innovative new process and ensuring the production of all uniform items for a minimum of four years.

3.1 Criteria

The uniform will need to be sportive, elegant, fashionable, functional and meet contemporary style needs for a period of at least four years from 2022. Specifically, the uniform must meet the following criteria:

Design/Material

- Fashionable, contemporary and in line with FIFA's values
- Premium-quality fabric/material
- Long-life fabric utilising sustainable material where possible
- Crease resistant and travel friendly
- Easy to wash and maintain
- High in comfort regardless of climate conditions
- Colours to be complementary to those in the FIFA Colour Guide (see *Appendix 1*)

Logistics/Management

- Access to warehousing facility to centralise stock
- Access to an existing ordering platform is advantageous but not essential
- Ability to deliver a customised replacement service worldwide
- Ability to deliver uniform items to published timescales on a worldwide basis
- Ability to manage and monitor design, production, distribution and report on progress throughout project

End Users

- Clearly identifiable as a FIFA Uniform
- Suited to different climates
- Standardise sizes to minimise the requirement for customised tailoring
- Suited to a variety of body shapes
- Style for women and men (same colour for both genders)

3.2 User Groups

FIFA uniform is worn by a variety of different constituent groups, including staff in corporate and operational roles, comprised of the following groups:

- FIFA Council Members
- FIFA Committee Members
- FIFA Legends
- FIFA team in Zurich and local legal entities

In total, approximately 2,700 people will be issued with a FIFA Uniform over a four year period beginning at the latest in 2022. This accounts for a **minimum** of 2,700 uniforms (not including replacement quantities).

3.3 Scope of Responsibilities

FIFA Workforce Management will manage the relationship with the successful bidder. The successful bidder will be obliged to deliver all of the following responsibilities, either directly or through a contractor:

- Design of FIFA uniform
- Design, implement, manage and report on a new innovative end-to-end process for the FIFA uniform project
- Propose, oversee and manage a realistic production and delivery timeline
- Ensure production of FIFA uniform and guarantee delivery of at least **1,750** uniform sets at the latest by Q1 2022
- Organise fittings in Zurich (on average four times per year), and worldwide (schedule to be confirmed)
- Stock and inventory management of uniform items (FIFA and/or supplier storage). The inventory must be easily accessible to FIFA Workforce Management representatives
- Ongoing supply of items including replacements or repair of items
- Ad-hoc management of on-site fitting/altering of FIFA uniform abroad
- Coordination of delivery and shipment of uniform items internationally.

It is therefore essential that all the above requirements are addressed fully within the response to this Request for Proposal by each bidder. Please also refer to the perspectives illustrated within Section 3.1 of this document which highlight the criteria for the deliverables and which should be addressed in the response.

4. Proposal Requirements

The Proposal must be written in English, be clear and concise. Bidders should set out clearly the details of their plans, proposals and any relevant information with regard to the requirements set out in this solicitation document.

Proposal should include, without limitation, the following information:

- A. Executive summary;
- B. Portfolio of previous work, credentials;
- C. Detailed proposal according to Section 3 of this document (*Project Objectives*)
- D. FIFA Uniform questionnaire in MS Excel format (to be sent by FIFA following the confirmation of intent to submit a proposal)
- E. If applicable, information on any collection or processing activities with regard to personal data and standards adhered to in this context;
- F. Expected team members to work on FIFA's account, and their respective experience;
- G. Estimated work-days to complete the project;
- H. Estimated travel days;
Bidders are required to state only the estimated travel days required to carry out the requirements of this project.
- I. Rate cards of employees (to be filled out in *Appendix 2 Rate Card Template*)
- J. Transparent cost breakdown in USD. Bidders should clearly indicate:
 - Which costs are fixed or variable,
 - Which fees are one-time or recurring,
 - Expenses, Swiss and non-Swiss taxes, VAT/sales taxes and the like, customs, duties, levies, imposts and any other charges if applicable,
 - Total cost of products/services,
- K. Territory where services will be provided or goods will be delivered.

5. Tender process schedule

Dates	Milestones
w/c July 20 th 2020	Issue of RFP to bidders and publication on FIFA.com
August 7 th 2020	Confirmation of intent to submit a proposal
August 14 th 2020	Submission of questions
August 21 st 2020	Clarification of all questions through FIFA. Please note that questions and corresponding answers will be anonymised and distributed to all bidders.
August 31st 2020	Deadline for submission of proposals
w/c September 14 th 2020	Presentations by shortlisted bidders
September 30 th 2020	Legal and procurement processes begin
November 1 st 2020	Expected contract/service start date

Confirmations of intent should be submitted by email to workforce@fifa.org. Confirmations of intent must specify the name of the company and description of services it provides, and the job title and name of the representative responsible for the tender process.

To participate in the offer, the bidder must:

- Respect the timeline above
- Return the fully completed FIFA uniform questionnaire in MS Excel format following the confirmation of intent to submit a proposal.

6. Project Contact

Attention of: Robert Wispelweij, Head of Workforce Management, robert.wispelweij@fifa.org

Copy to: Jade Ocean, Workforce Planning & Administration Coordinator, jade.ocean@fifa.org

Raphaël Weber, Senior Procurement Advisor, raphael.weber@fifa.org

7. Legal Considerations

Definitions and Interpretation

7.1 In this RFP:

- (a) capitalised expressions have the meanings ascribed to them in this RFP unless the context otherwise requires;
- (b) any reference to a “person” or to an “entity” or to a “third party” or to an “organisation” includes any individual, company, body corporate, corporation (sole or aggregate), government, state or agency of a state, firm, partnership, joint venture, association, organisation or trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others; and
- (c) any reference to a “Section” is a reference to a section of this RFP.

Acceptance of Terms and Conditions

7.2 Each bidder irrevocably and unconditionally accepts and agrees that, by participating in this tender process (through any response to this RFP, the submission of the Proposal or otherwise), it agrees to be bound by the provisions and procedures, and the terms and conditions (including the outcome), of this RFP.

No grant of rights

7.3 This RFP is no more than an invitation to submit a Proposal. Nothing contained in this RFP, including all documents referred to herein and all related communications made by FIFA or its associates or their respective representatives, agents or employees (i) shall confer any rights to, create any legally binding agreement with, or constitute an offer that is capable of acceptance by, any entity or recipient of this RFP with regard to the provision of goods and/or services relating to the project defined in this RFP; and/or (ii) shall be taken as constituting any representation by FIFA that an appointment of the bidder or any third party will be made pursuant to this RFP or otherwise.

Accuracy of RFP

7.4 FIFA has taken all reasonable care to ensure that this RFP is accurate in all material respects at the time of publication. Notwithstanding the foregoing, all information contained herein is subject to amendment and/or variation by FIFA at any time and without any reason and/or prior notice being given to any bidder or any recipient of this RFP. In any case, each bidder and recipient of this RFP shall be responsible for verifying the accuracy of all information contained in this RFP and for making all necessary enquiries prior to the submission of its Proposal. Neither FIFA nor any of its associates nor any of their respective agents, employees or representatives will be liable for any claims, loss or damage suffered by any bidder or other recipient of this RFP as a result of reliance on any information contained herein, or otherwise.

Modification of the RFP

7.5 FIFA may, in its sole discretion and without any liability whatsoever to any bidder or any recipient of this RFP, amend, alter and/or modify any or all of the provisions of, and/or withdraw in its entirety, this RFP at any time and without any reason and/or prior notice being given to any bidder or any recipient of this RFP.

Proposals

7.6 Proposals in response to this RFP must be signed by a duly authorised person entitled to undertake all legal obligations relating to this RFP and the Proposal on behalf of the bidder.

- 7.7 Each bidder warrants, represents and undertakes to FIFA that:
- (a) all information contained in its Proposal will be complete and accurate in all respects and shall not be false or misleading; and
 - (b) if, following submission of its Proposal, there are any changes in such bidder's circumstances that may affect any of the information contained in the bid, the bidder shall promptly notify FIFA in writing setting out the relevant details in full.
 - (c) there exists not any conflict of interest between the bidder, its Proposal, FIFA and/or its staff. In case of potential conflict at the moment of the bid, the bidder shall disclose any such potential conflict in its Proposal. In case of potential conflict at later stage, the bidder shall disclose such conflict promptly to FIFA in writing.
 - (d) the bidder will, during the tender process as well as when services will (in the event of a successful bid) be performed on behalf of FIFA, respect the principles of the FIFA Code of Conduct at all times and under all circumstances.

If FIFA considers that any bidder is, or may be, in breach of this Section 8.7, FIFA shall, without prejudice to any other rights or remedies that may be available to it, be entitled to withdraw from any discussions or negotiations with such bidder and/or to reject its Proposal, in each case without any requirement to give such bidder any notice and without liability on the part of FIFA to such bidder.

- 7.8 FIFA reserves the right to request any bidder to amend the Proposal submitted in response to this RFP. Such amendments will form part of the tender process as outlined within the RFP and as such will not attract remuneration from FIFA.

Financial terms

- 7.9 Unless otherwise expressly stated in this RFP, the quotation to be provided as part of the Proposal is all inclusive and covers all Swiss and non-Swiss taxes, VAT/sales tax and the like, customs, duties, levies, imposts and any other charges. The successful service provider(s) will be responsible for reporting and paying any Swiss and non-Swiss taxes, VAT/sales tax and the like, customs, duties, levies, imposts and any other charges which become due on the consideration to be paid by FIFA, except for Swiss VAT and Swiss customs duty, if any, which shall be borne by FIFA.
- 7.10 The successful bidder shall indemnify, and keep fully and effectively indemnified, FIFA and its affiliates and officers from and against all obligations on FIFA in respect of all Swiss and non-Swiss taxes, VAT/sales tax and the like, customs, duties, levies, imposts and any other charges arising from, and/or in connection with, any provision of goods and/or services pursuant to the relevant Services Agreement and the discharge of any and all obligations imposed on the successful bidder by this RFP, except for Swiss VAT and Swiss customs duty, if any, which shall be borne by FIFA.

Insurance

- 7.11 The successful bidder will be required to maintain, at its own cost and through the term of relevant Services Agreement, adequate general third party liability and professional indemnity insurance (as well as additional insurance obligations as reasonably requested by FIFA) to cover, regardless of the form of action, whether in contract, tort or otherwise, its potential liability and indemnity obligations thereunder, including (without limitation) for any damages caused to FIFA in connection with the provision of goods and/or services relating to the project defined in this RFP.

Tender Costs

- 7.12 Each bidder is solely responsible for all costs, expenses and liabilities incurred by the bidder in the preparation of its Proposal, any responses to requests for further information by FIFA and any

negotiation with FIFA following receipt by FIFA of its Proposal (whether or not a Services Agreement is entered into with such bidder).

- 7.13 For the sake of clarity, the selected service provider(s) will not be reimbursed or otherwise remunerated by FIFA in relation to any costs, expenses and liabilities incurred by the bidder in the preparation of its Proposal or at any time during the tender process.

Ownership of Proposal

- 7.14 Once received by FIFA, each Proposal becomes the physical property of FIFA and FIFA shall not be obliged to return any Proposal. FIFA shall be entitled to unrestricted use, free of charge, of any commercial initiatives, creative materials, procedures, suggestions and/or recommendations contained in each Proposal or otherwise provided and/or disclosed by each bidder in discussions or correspondence with FIFA during the tender process (the "**Bid Information**"). Each bidder shall execute any documents or undertake other acts which may be required by FIFA for the purposes of giving FIFA the full benefit of this provision. Each bidder waives any right of action it may have against FIFA in relation to any use of the Bid Information.

Intellectual Property

- 7.15 Each bidder acknowledges, by itself and its staff that all rights to FIFA's intellectual property portfolio, including the RFP shall remain the sole and exclusive property of FIFA.
- 7.16 Any successful bidder(s) may be required, pursuant to the terms of its Services Agreement with FIFA, to assign to FIFA any and all intellectual property in any works created. Furthermore, bidders may be required by FIFA to assign to FIFA any and all intellectual property in any works created in connection with this tender process, as a pre-condition to its continued participation in it.

No obligations

- 7.17 FIFA shall be under no obligation to review or consider any Proposal submitted by a bidder, regardless of whether such Proposal is submitted to FIFA on time or in accordance with the procedures outlined in this RFP or not. FIFA shall, at its sole discretion, be entitled to withdraw from any discussions or negotiations with any bidder and/or reject the Proposal at any time, in each case without any requirement to give such bidder any explanations.
- 7.18 FIFA reserves the right to work with multiple service providers at the same time for the provision of goods and/or services relating to the project defined in this RFP.

Services Agreement

- 7.19 The appointment of the successful bidder(s) is subject to the successful bidder(s) and FIFA entering into an agreement setting out the terms on which the successful bidder(s) will provide the goods and/or services required relating to the project defined in this RFP ("**Services Agreement**").

Sustainability and Human Rights

- 7.20 Each bidder agrees to conduct all aspects of this RFP in compliance with the highest standards of business ethics then prevailing in the bidder's industry. In particular, the successful bidder(s) will be requested to comply with the relevant sustainability standards, including the ISO 26000 Standard on Social Responsibility, and meet its responsibility to respect, in all aspects of its activities relating to the project defined in this RFP, all internationally recognised human rights (including workers' rights) expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work. Where applicable, the successful bidder(s) will further comply with the WFSGI Code of Conduct – Guiding Principles of the World Federation of the Sporting Goods Industry then in circulation. Under no circumstances may any bidder avail itself of child and/or slave labour directly or through subcontractors using child and/or slave labour. In the event that any bidder believes that the project defined in this RFP may entail any risk in relation to child and/or

slave labour, such bidder must include all relevant information on the nature of that risk as well as on its prevention and mitigation measures in the Proposal. FIFA may, at its absolute discretion and at any time during the tender process, require any information on how the bidder implements its sustainability and human rights-related responsibilities as outlined in this Section 8.20.

Data Protection

- 7.21 When processing personal data on behalf of FIFA, the successful bidder is required to a) always comply with any applicable data protection laws and b) agree with and sign FIFA's data processing agreement. In addition, bidders shall provide, together with the Proposal, information concerning the processing of personal data such as, but not limited to; the geographical location of where the data will be stored, access rights, the technical and organisational measures (TOMS) in place, subcontractors used, security level and details of the data centre security specifications, among others. Final confirmation of the supplier will be subject to the outcome of the appropriate assessments and the timely execution of any resulting agreed action.

Confidential Information

- 7.22 The full content of this RFP and associated supporting materials are confidential. Each bidder will keep confidential its participation in the tender process and the terms set out herein.
- 7.23 Each bidder must ensure that any person who receives a copy of this RFP is bound by this confidentiality obligation. FIFA may, in its absolute discretion, opt to require to sign a confidentiality agreement or undertaking, within a prescribed timeframe to be determined by FIFA, as a pre-condition to its continued participation in this tender process.
- 7.24 For the sake of clarity, any disclosure of the RFP to any third party will be strictly and solely at the discretion of FIFA.

No right of action and no liability

- 7.25 This RFP is provided solely by way of explanation only and does not contain any warranties, representations or undertakings whatsoever upon which any person may rely, or seek to initiate or substantiate any legal action, against FIFA and/or its associates or their respective agents, employees and/or representatives. In particular, all dates referenced herein are indicative only and FIFA expressly reserves the right to disregard and/or postpone any date herein without consulting and/or notifying any bidder and without incurring any liability whatsoever.
- 7.26 Each bidder expressly waives any right of action it may have against FIFA with regards to the tender process. There shall be no liability of FIFA of whatever nature in connection with this RFP, the Proposal and/or any information, communication or correspondence of FIFA in relation thereto to the fullest extent permitted by law.

Anti-Corruption

- 7.27 Giving and taking bribes can lead to criminal proceedings in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code) and art. 322octies and art. 322novies of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation.

Governing Law and Jurisdiction

- 7.28 This RFP and the procedures outlined herein shall be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law principles and to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods. All disputes in connection with this RFP, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of one (1) arbitrator under the auspices of, and pursuant to, the

Swiss Rules of International Arbitration of the Swiss Chambers Arbitration Institution. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

Appendix 1 – FIFA Colour Guide

Each colour has been created for on screen (RGB and HEX) or print (PMS or CMYK). Use the specific colour breakdowns provided here, specify each colour individually.



White
k0
r255 g255 b255
HEX #FFFFFF



FIFA Dark Blue
c96 m59 y4 k19
r50 g98 b149
HEX #326295
PMS 2945



FIFA Light Blue
c85 m25 y0 k0
r73 g148 b206
HEX #4994CE
PMS 2925



FIFA Grey
c10 m0 y0 k35
r181 g185 b187
HEX #B5B9BB
PMS 7543



FIFA Dark Grey
k80
r77 g75 b83
HEX #4d4f53
PMS Cool Gray 11



Black
C30 M30 Y30 k100
r10 g2 b3
HEX #0a0203
PMS Black

Appendix 2 – Employee Rate Card

POSITION TITLE	# YEARS EXPERIENCE (in related field)	PROJECT NAME (+ technology if relevant)	DATE OF QUOTATION	PROFILE'S LOCATION (country)	SUPPLIER'S NAME	RATES IN USD (values after negotiation if any)	COMMENTS