Request for Proposal (RFP)

Content production and development for a FIFA ONLINE ACADEMY

Issue Date: 13.05.2020
Contents

1. Introduction ............................................................................................................. 3
   1.1. FIFA ................................................................................................................... 3
   1.2. High Performance Department ........................................................................ 3
   1.3. Request for proposal ......................................................................................... 3

2. Project requirements ............................................................................................... 3

3. Expectations towards the company ......................................................................... 5
   3.1. Administration & project management .............................................................. 5
   3.2. Concept .............................................................................................................. 5
   3.3. Content/editorial staff ....................................................................................... 5
   3.4. DESIRED PREREQUISITES ........................................................................... 6

4. Proposal Requirements ............................................................................................ 6

5. Schedule for the tender and the mode of the application process ....................... 8

6. Project Contact ....................................................................................................... 8

7. Legal Considerations .............................................................................................. 9
1. **Introduction**

1.1. **FIFA**

The Fédération Internationale de Football Association, based in Zurich, Switzerland, is the international governing body of association football, futsal and beach soccer, comprising of 211 member associations grouped into six recognised 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, and offers underprivileged communities support. For more information on FIFA and its competitions, please visit the official website at [www.FIFA.com](http://www.FIFA.com).

1.2. **High Performance Department**

The aim of the technical division is to improve the technical side of the game. We do this through a focus on the one hand on optimizing the elite game; making it more competitive and keeping it attractive and entertaining. On the other hand we facilitate the quantitative & qualitative growth and development of the game – in all football technical areas and at all levels. Here to we deal with respectively strategic football matters such as technical development services to member Asociations like providing coaches, exchange programmes for technicians or knowledge-sharing.

One of our main objectives is to analyse the trends of the technical side of football and its consequences for the different target groups. Based on these trends FIFA will develop technical advices to the technicians within football. These technical advices should be distributed through courses and through a FIFA online academy. This academy should provide content, learning content and tools to promote the development of coaches and players internationally. Knowledge management should be optimized through the bundling, structuring and targeted provision of knowledge and learning content.

1.3. **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 concerning the content and editorial operation for a FIFA online academy including the provision of a development road map illustrating how you will prepare and implement this FIFA online academy.

2. **Project requirements**

We would like to contract a company with a proven track record to create and operate the content part of the FIFA online academy.

Due to the specialist characteristics of this online academy we are searching for a company that has the capacity to deliver the following requirements (but not to be limited to) regarding
the content part of the online academy. In the following the structure of the online academy is explained:

Target group
The FIFA online academy will be aimed at different target groups in the eco system of "high performance football" (see special areas such as fitness, technology, psychology, training management, goalkeeping etc.) and presents them in various content sections. The services of the online academy should provide the following content:

Section A “News” (public access)
• Specific news about FIFA activities within the project "High Performance Football". This content will be provided by the internal FIFA team.

Section B “Programmes and activities” (target group specific access)
• Presentation of the high performance programmes
• Continuous updates and information
• Specific information on the various support programmes available (manuals, online forms, checklists, etc.)
• This content will be provided by the internal FIFA team.

Section C “Content” (public & target group specific access)
High-quality detailed knowledge for different target groups such as coaches, goalkeeping coaches, athletic coaches, analysts, technical directors, youth academy directors, mentors, consultants, etc.
See here:
• Information modules about trends and benchmarks in the technical area
• Information modules about trends and benchmarks of technical topics
• Modular training plans in the context of the FIFA Talent Development Programme
• Best practice archive from the field of international talent development
• Direct access to presentation tools (see Media Archive with animations, technical guides, infographics)
• Provision of service tools (see online forms, checklists, etc.)
• The content for this section is to be provided by your company in collaboration with the internal FIFA team of experts.

Section D “Learning” (target group specific access)
• High-quality e-learning modules for self-study of different target groups
• The content for this section is to be provided by your company in collaboration with the internal FIFA team of experts.

Section E “Training, planning and organisation” (target group specific access)
• Online application for training planning and organization with the possibility to create individual playing field graphics, training forms, training sessions and training plans (link with Section C)
• The content for this section is to be provided by your company in collaboration with the internal FIFA team of experts.

Section F “Communication” (target group specific access)
• Communication tools for exchange within the different communities (see FIFA and MAs) as newsletters, chats, messaging functions, video conferences, topic and target group specific forums as well as survey/feedback tools. These services can also be provided by integrating applications of third party suppliers.

3. **Expectations towards the company**

We expect the company to meet the following criteria:

3.1. **Administration & project management**
- Experience in managing complex projects with the cooperation of various stakeholders
- Experience in project planning and project documentation

3.2. **Concept**
- Knowledge/Support in creating an overall concept
- Didactic skills in the area of knowledge transfer and learning (especially regarding e-learning)

3.3. **Content/editorial staff**

We expect for section C to E (see chapter project requirements) a dedicated staff that is able to create and provide sports/football related content for various target groups in the “football ecosystem” (players, coaches, goalkeeping coaches, athletic coaches, analysts, technical directors, mentors, consultants etc.). This comprises both an initial set up and an ongoing stream of content updates in a second stage. The different tasks are explained hereunder:

- Creation of sports content in the form of texts, graphics, diagrams and pictures (Photos, animations and video sequences)
- Generation of video and photo material (including post production) as well as organization of the corresponding production dates
- Provision of an editorial team to create specialist content in cooperation with FIFA experts / on behalf of FIFA
- Content Supervision of FIFA experts in their content work (Consulting editor)
- Creation of technical reports, presentations, brochures etc.
- Preparation of training materials for FIFA expert
- Creation of content in an editorial system (CMS)
- Planning and building a FIFA technical content archive
3.4. **DESIRED PREREQUISITES**

Network of sport authors outside of football (fitness, goalkeeping, match analysis, psychology etc.)*

* As the creation and provision of sports related content for different target groups in the "football ecosystem" is the core of the FIFA Online Academy, a network of authors is helpful in mapping current trends and the diversity of the football game.

4. **Proposal Requirements**

The Proposal must be written in English, be clear and concise. Bidders should set out clearly 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;

   The company must demonstrate that their team is sufficiently experienced and trained preferably within the football industry.

C. Detailed proposal according to clause three of this document;

D. Confirmation that successful bidder will work closely with FIFA or other from FIFA contracted third parties

E. If applicable, information on any collection or processing activities with regard to personal data and standards adhered to in this context;

F. Data protection-relevant information for the processing of personal data that is compliant with the GDPR and Swiss data protection legislation as a minimum. This information shall include, but not be limited to:
   - Geographical location of where the data will be stored
   - Process for the exercise of data subject rights
   - Access rights mechanism
   - Technical and organizational measures (TOMs) in place
   - List of subcontractors who have access to personal data
G. Details of system in place to handle data portability requirements

H. Expected team members to work on FIFA’s account, and their respective experience;

I. Estimated man-days to complete the project;

J. Travel expenses must be borne by the company

K. Rate cards of employees

L. A transparent cost breakdown in USD. In addition, bidders should clearly indicate:
   - Whether costs are fixed or variable,
   - Whether 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,
   - Currency in which FIFA will be invoiced (USD).

M. Territory where services will be provided or goods will be delivered.
5. Schedule for the tender and the mode of the application process

<table>
<thead>
<tr>
<th>Dates</th>
<th>Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phase 1</td>
</tr>
<tr>
<td>13.05.2020</td>
<td>Publication of the RFP</td>
</tr>
<tr>
<td>27.05.2020</td>
<td>Bidders are asked to explain their intention and to answer the following questions informally and on a maximum of two document pages:</td>
</tr>
<tr>
<td></td>
<td>A) What motivated your company to apply?</td>
</tr>
<tr>
<td></td>
<td>B) What is your company’s portfolio like?</td>
</tr>
<tr>
<td></td>
<td>C) What references can you provide with regard to the requirements in the tender?</td>
</tr>
<tr>
<td></td>
<td>D) What is your company structure like? (Which specialist departments do your company have in relation to the tender?)</td>
</tr>
<tr>
<td></td>
<td>E) How does your company relate to sport and especially football?</td>
</tr>
<tr>
<td></td>
<td>On the basis of this information, FIFA intends to evaluate the suitability of interested parties and intends to determine which parties will be eligible to participate in Phase 2.</td>
</tr>
<tr>
<td></td>
<td>Phase 2</td>
</tr>
<tr>
<td>03.06.2020</td>
<td>Information to bidders to participate in Phase 2</td>
</tr>
<tr>
<td>11.06.2020</td>
<td>Submission of questions</td>
</tr>
<tr>
<td>25.06.2020</td>
<td>Clarification of all questions through FIFA. Please note that questions and corresponding answers will be anonymised and distributed to all bidders.</td>
</tr>
<tr>
<td>03.07.2020</td>
<td>Deadline for submission of proposals</td>
</tr>
<tr>
<td>10.07.2020</td>
<td>Presentations by shortlisted bidders</td>
</tr>
<tr>
<td>15.08.2020</td>
<td>Expected contract/service start date</td>
</tr>
</tbody>
</table>

6. Project Contact

Attention of Ulf Schott Head of High of Performance Programmes, [contact@highperformance.fifa.org](mailto:contact@highperformance.fifa.org)

Copy to Raphael Weber, Senior Procurement Advisor, [Raphael.Weber@fifa.org](mailto:Raphael.Weber@fifa.org)
7. Legal Considerations

Definitions and Interpretation

8.1 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

8.2 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

8.3 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

8.4 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

8.5 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

8.6 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.

8.7 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.

8.8 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

8.9 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.

8.10 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

8.11 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

8.12 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).

8.13 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

8.14 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

8.15 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.

8.16 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. [IF APPLICABLE] (to be reviewed between PL and Procurement if needed) 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
8.17 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.

8.18 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**

8.19 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**

8.20 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 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**

8.21 The Service Provider must comply with all applicable legal Data Protection requirements such as the Swiss Data Protection Act or the EU General Data Protection Regulation (GDPR) and agree with and sign the Data Processing Agreement of FIFA. In addition, the Service Provider shall provide, together with the proposal, information of the processing of personal data such as, but not limited to: geographical location of where the data will be stored, access rights, technical and organizational measures (TOMs) in place, subcontractors used, security level and details of the data center security specifications, among others. Final confirmation of the Service Provider will be subject to the outcome of the appropriate assessments and the timely execution of the agreed actions that might come out of the same.

**Confidential Information**
8.22 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.

8.23 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.

8.24 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**

8.25 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.

8.26 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**

8.27 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**

8.28 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 Rate Card Template**
<table>
<thead>
<tr>
<th>POSITION TITLE</th>
<th># YEARS OF EXPERIENCE (in related field)</th>
<th>PROJECT’S NAME (+ technology if relevant)</th>
<th>DATE OF QUOTATION</th>
<th>PROFILE’S LOCATION (Country)</th>
<th>RATES IN USD (value after negotiation if any)</th>
<th>COMMENTS (Context, Commitments...)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Developer</td>
<td>5 years</td>
<td>SHAREPOINT (.NET)</td>
<td>March 2020</td>
<td>US</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>