



# **Specifications and Terms and Conditions**

**"RFP FOR SERVICE OF DIGITAL COVERAGE FOR CONMEBOL  
COPA AMERICA 2024"**

**August - 2023**



-CONMEBOL-

**CONMEBOL**

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

**TABLE OF CONTENTS**

BACKGROUND..... 03

RFP PROCEDURE..... 04

GENERAL TERMS AND CONDITIONS ..... 07

AWARD ..... 14

EXPRESS WAIVER OF LEGAL ACTION ..... 14

ANNEXES ..... 16



**BACKGROUND:**

Concacaf and CONMEBOL are organizing the 48th edition of the Copa América (“Copa América 2024”)

**Introduction to Concacaf, CONMEBOL and Copa América**

**Concacaf**

The Confederation of North, Central America and Caribbean Association Football (“Concacaf”) is the governing body of association football in North America, Central America and the Caribbean and is one of the six continental confederations of FIFA. [www.concacaf.com](http://www.concacaf.com)

**CONMEBOL**

The Confederación Sudamericana de Fútbol (“CONMEBOL”) is the governing body of association football in South America and is one of the six continental confederations of FIFA. [www.conmebol.com](http://www.conmebol.com)

**CONMEBOL Copa América**

Copa América is CONMEBOL’s top men’s football tournament contested among national teams from South America.

In early 2023, Concacaf and CONMEBOL announced a strategic collaboration agreement with the goal of developing football in both regions. This agreement includes jointly organizing the CONMEBOL Copa America USA 2024™, which will take place in the United States and feature CONMEBOL’s 10 South American national teams and six CONCACAF national teams guests



-CONMEBOL-

CONMEBOL

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

## 1. RFP PROCEDURE

### 1.1 OBJECT OF THE PRICE BIDDING PROCESS:

The purpose of this RFP is to contract the Service of Digital Coverage for CONMEBOL COPA AMERICA 2024.

The winner of this tender shall enter a contract with CONMEBOL under the terms and conditions of this RFP and the accepted bid.

In accordance with the ethical values and integrity that CONMEBOL promotes, participants in this procurement competition are required to comply with the highest ethical standards, both during the selection process and in the execution of the contract.

CONMEBOL reserves the right to act against any fact or claim considered fraudulent or corrupt.

### 1.2 DESCRIPTION OF THE SERVICE :

The company bidding for prices must be specialized in the area of Digital Content Strategies and implementation, Graphic Design, Social Media Video Editing, Social Media Technologies

The service to be performed is described in detail in Annex A (Technical Specifications), which contains a guide of requirements and characteristics of the services requested and shall serve as the basis for the preparation of the proposal.

### 1.3 DELIVERABLES OF THE RFP:


THE BIDDER must submit to CONMEBOL the following **documents**:

1. Quotation form with unit and total prices. Prices must be presented in U.S. dollars (U\$).
2. Execution schedule
3. References of similar work already performed
4. Proposed Strategy
5. Examples of Implementation
6. Team Structure

### 1.4 ELIGIBLE BIDDERS

This contest is open to legally constituted **individuals and legal entities** that have submitted their documents through CONMEBOL's registration platform.

To start uploading the documents, please access the link <https://compras.conmebol.com/> and if you have any questions, please contact [catastro@conmebol.com](mailto:catastro@conmebol.com)

 -CONMEBOL-	<b>CONMEBOL</b>	
"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"	Rev: 1	Date: 2023/08/30

Joint ventures (consortiums) are not allowed to participate in this bidding process.

None of the conditions contained in the bidding conditions, as well as in the bids submitted by the participants may be modified by the BIDDER.

CONMEBOL reserves the right to:

- to enable negotiation rounds on the commercial proposals received.
- preselect or reject BIDDERS at any time during the bidding process.
- request clarification or resubmission of any Bid that does not comply with the requirements set forth in this Tender.
- modify the terms of the Price Competition, modify the timeline.

The following are not eligible to participate in this contest:

- natural or legal persons or jointly (consortiums) that have or have had in the last five years litigation with CONMEBOL, or CONMEBOL member associations or confederations recognized by FIFA, and/or FIFA either as such or any of its shareholders or directors. If they have been convicted/sanctioned, they must have served their sentence/sanction.
- natural or legal persons within the scope of FIFA GATE's investigation, except those who have obtained written authorization from, or have entered into an agreement with, EDNY.
- individuals or legal entities or jointly (consortiums) that currently have contracts that are subject to evaluation or internal investigation by CONMEBOL.
- individuals or legal entities that are nominated on OFAC, UN and EU Terrorist Watch Lists.
- natural or legal persons whose banking instructions are destined for countries and territories that are nominated on OFAC sanctions control lists and FATF non-cooperative territories.

## 1.5 PRESENTATION OF BIDS

Bids must be sent to the e-mail address [ofertasca@conmebol.com](mailto:ofertasca@conmebol.com) only. Under no circumstances will bids be accepted in physical format or folders at CONMEBOL's offices. Interested vendors should submit their proposals in electronic format, the total size of the files should not exceed 25 MB.

### Contest Deadlines: (Specified in Paraguayan official time)

- ***Launching of the bid: August 31th, 2023***



-CONMEBOL-

CONMEBOL

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

- **Registration: September 04<sup>th</sup>, 2023 until 11:59 pm**
  - **Reception of doubts and questions: September 06<sup>th</sup>, until 11:59 pm**
  - **CONMEBOL Answers: September 08<sup>th</sup>, 2023 until 11:59 pm**
  - **Presentation Offers: september 22th, 2023 until 11:59 pm**
  - **Awarding: within 30 days after receipt of bids**
- 
- All communications regarding the bid must be sent to [ofertasca@conmebol.com](mailto:ofertasca@conmebol.com), without copying to any other CONMEBOL email address.
  - No bids will be received after the deadline detailed in the preceding paragraph.
  - Each Bidder is responsible for all costs, expenses and liabilities incurred by it or any third party assisting the Bidder in the preparation of its Bid and at any subsequent stage of the process of this Price Competition (including in any negotiations with CONMEBOL) after the submission of its Bid (whether an agreement has been reached with such Bidder).
  - CONMEBOL shall NOT be liable under any circumstances for any costs, expenses or liabilities incurred by the Bidder in connection with the preparation, negotiation, contracting or execution of any Contract.

## 1.6 BINDING NATURE

Any bid submitted is binding and irrevocable for a period of ninety (90) days from the closing date. Once an offer has been accepted and notified to the BIDDER, the amount of the offer may not be altered.

## 1.7 EVALUATION CRITERIA

All bids submitted in due time and form will be duly evaluated. The criteria used by CONMEBOL are merely **examples**, not included in a limiting manner, so any criteria that may arise will be considered part of this tender.

All bids submitted in due time and form will be verified internally by an EVALUATING COMMITTEE, which will be responsible for making the final contracting decision. The EVALUATION COMMITTEE is made up of internal areas of CONMEBOL.

CONMEBOL's EVALUATION COMMITTEE may require that the BIDDER submits additional documents, if they are necessary to evaluate its technical and financial capacity, and the BIDDER must submit them within the term indicated, and failure to do so may result in the rejection of the Proposal.

The BIDDERS shall consider the possibility that CONMEBOL may request, during the bid evaluation period, visits to their facilities, as well as to respond to any type of clarification regarding the proposal submitted, to verify the BIDDER's operational capacity.

The cancellation/suspension of the bidding process shall not generate liability (civil, criminal, administrative, commercial, etc.) for CONMEBOL, and the bids may be considered "**DISQUALIFIED**" in the following cases:

- Failure to comply with the conditions and requirements set forth in the bidding documents.



-CONMEBOL-

**CONMEBOL**

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

- Late submission of the bid or any information, requirement or documentation requested by CONMEBOL.
- Failure to respond to CONMEBOL's inquiries within the requested deadline.
- Untimely submission of any information, documentation, or requirements requested by CONMEBOL within a stipulated period.

CONMEBOL will evaluate the Bids, reserving the following rights, including, but not limited to, the following rights:

- withdraw or modify the terms of this RFP in whole or in part and/or the terms and conditions of this RFP);
- launch an additional or modified price competition.
- withdraw from any negotiations with respect to any offer; and/or
- To declare the present competition void, even if a winner has been notified, but the final Contract has not yet been signed.
- Reject any Bid that does not meet the requirements of the present Tender
- Request additional information or clarifications about the Offer.
- Enter negotiations with one or more Bidders at its sole discretion, even if such negotiations were on an exclusive or non-exclusive basis.
- Conduct a completely new or revised selection or evaluation process at the discretion of CONMEBOL.

## **2. GENERAL CONDITIONS OF THE CONTRACT**

The following are the general conditions of the contract, which must be signed with CONMEBOL:

### **2.1 CONTRACTUAL OBLIGATIONS**

- The Bidder shall be obligated as follows:
  - a) Sign in due time and form the contract proposed by CONMEBOL and the adherence to CONMEBOL's policies and codes and others that may apply.
  - b) Provide qualified staff, according to the contracted service.
  - c) Provide its personnel with the tools and equipment necessary for the execution of the services, guide and provide technical direction of the contracted work.
  - d) The BIDDER shall have offices or subsidiaries in the countries in which it provides the service. The offices or subsidiaries must be duly identified in the contract, with address, proxies, and contact information, and have undergone a documented quality control process.



-CONMEBOL-

CONMEBOL

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

- e) All the BIDDER's subcontracted companies must have a minimum of two (2) years of experience in the local market and have five referential clients.
- f) In case of non-compliance, the Bidder undertakes to pay the fines established by CONMEBOL. CONMEBOL reserves the right to take legal action against the Bidder for any damages that CONMEBOL may suffer.
- g) Deadlines for the execution of the contract: Within 15 (fifteen) days from the time of award.
- h) **It is the obligation of the BIDDER to contract insurance policies for work accidents, illness, accident, death, total or partial, temporary and/or permanent disability of the employees hired directly by the BIDDER, who will be exclusively responsible for the labor relationship between the workers and the BIDDER. The selected BIDDER shall submit the policies to sign the contract.**

## 2.2 COMMERCIAL CONDITIONS :

- a. The established price shall remain fixed during the validity of the present contract. The price agreed for this contract shall correspond to the price offered by the BIDDER and includes all expenses, taxes, and disbursements that the execution of the service causes to the Bidder in its country of residence, as well as where the services object of the tender are rendered.
- b. At the time of preparing the bid, they must consider the tax legislation applicable in their country of origin and that of the countries where the services will be rendered, including all taxes, fees and/or contributions.
- c. The BIDDER shall consider, to the extent required by law, all taxes, fees and duties of any nature, whether national, municipal and/or of any other nature, present or future, that may be payable as a consequence or because of the execution of a contract with CONMEBOL in its country of origin and in the countries where the service is provided.
- a. Invoices issued for the performance of the services shall be received no later than the 25th day of each month, or the immediately preceding business day, in case it is a non-business day. Invoices must be sent to CONMEBOL no later than 48 hours after their date of issue; those sent after this period will be returned to the Bidder.
- d. In all cases the presentation by the BIDDER of the corresponding legal/fiscal invoice together with the Purchase Order issued by CONMEBOL is mandatory. Invoices without purchase orders will not be accepted.
- e. Payments will be made within 30 days of receipt of invoices, and invoices will only be received once the services have been completed as agreed in the contract.
- f. All payments shall be made only by bank transfer to an account held by the Bidder. All expenses related to the collection of the transfer received in the account shall be absorbed solely by the Bidder.





### 2.3 PERFORMANCE BOND

The BIDDER shall **guarantee** the faithful performance of the contract for a percentage of (50%) of the total value of the contract.

For such purpose, it shall submit to CONMEBOL a **guarantee of compliance with the contract**, in any of the following forms:

1. Bank guarantee issued by a Bank.
2. Insurance policy issued by an insurance company authorized to operate and issue bid bonds, and which has a branch office in Paraguay.
3. The bid performance bond must be submitted by the Bidder within ten (10) calendar days from the date of execution of the Contract unless the services are rendered within the term.
4. Failure to constitute and deliver the bonds in a timely manner shall be grounds for termination of the contract for cause attributable to the contractor.
5. The performance security shall be effective if the Employer determines the termination of the contract for cause attributable to the Contractor, in accordance with the law and the contract.

### 2.4 APPLICABLE PENALTIES

The following penalties shall be established in the contract in the event of noncompliance:

Description of noncompliance	Values or percentage
Lack of response to requests from the CONMEBOL team	50% (of the value of the undelivered)
Misleading publications that may affect CONMEBOL's reputation	100% (of the value of that match)
Late delivery of materials	50% (of the value of that match)

The number of penalties is calculated on the total contracted amount.

### 2.5 TERM OF THE CONTRACT

The contract will be valid for **18 (eighteen) months** computed as of the subscription.

CONMEBOL shall have the right to terminate the contract at any time without cause or payment of any indemnity, notifying such decision to the BIDDER at least thirty (30) calendar days in advance.

### 2.6 CONFIDENTIALITY

It is mandatory to maintain in strict confidentiality and not to disclose the information, know-how, experience, and other confidential data owned by CONMEBOL, as well as the information and



-CONMEBOL-

CONMEBOL

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

documents generated by the Bidder for the benefit of CONMEBOL in connection with the performance of the services (the "Confidential Information").

The selected bidder undertakes that its employees, subcontractors and/or any other person for whom they are legally responsible shall keep the Confidential Information in strict confidentiality and secrecy and shall not use, distribute, supply, reproduce and/or disclose it to any person, except as permitted and subject to the terms and conditions of the Contract to be executed.

The selected BIDDER may only use the Confidential Information for the sole purpose of providing the SERVICES and may not use it, directly or indirectly, for its own benefit or in any way either during the term of this Agreement or at any time after its termination for any reason whatsoever.

THE selected BIDDER may not copy, duplicate or reproduce the Confidential Information or any part thereof without the express prior written consent of CONMEBOL.

The BIDDER shall indemnify CONMEBOL against any claims, actions, damages, losses, costs, or expenses incurred by CONMEBOL because of any breach of this confidentiality obligation by THE BIDDER, its officers, employees, subcontractors or third parties for whom it is legally liable.

The obligations set forth in these specifications shall not apply to Confidential Information that:

- a. As of the date of disclosure is published or otherwise publicly available.
- b. After being disclosed by CONMEBOL it is published or becomes available to the public in any way other than through an act or omission by THE BIDDER or its officers or employees, contractors or third parties for whom it is legally liable; or,
- c. The selected Bidder demonstrates that it was legitimately in its possession on the date of disclosure and that it was not acquired directly or indirectly from CONMEBOL.

## 2.7 LIABILITY AND INDEMNITY

If the BIDDER fails to comply with any of its obligations within the established terms, it shall incur in default, without the need of judicial and/or extrajudicial action.

THE BIDDER shall be solely responsible for acts or omissions related to the provision of the SERVICES that may generate liability of civil, criminal, tax, labor, social security, environmental and / or any other nature and for accidents that their equipment, employees, dependents, subcontracted third parties and / or anyone for whom they are legally liable, caused by reason of the provision of the SERVICES.

THE BIDDER undertakes to hold CONMEBOL harmless against any claim of any kind, judicial and/or extrajudicial, made or to be made by any third party against CONMEBOL, because of the acts or omissions related to the provision of the contracted SERVICES.

THE BIDDER undertakes to **indemnify and hold harmless CONMEBOL** with regards to:

- a. Any damage or contingency of a civil, labor, administrative and/or criminal nature and any lawsuit, action, claim, judicial, extrajudicial or of any nature associated therewith, arising from the Related Persons and/or third parties who are related to, or in any way in connection with, CONMEBOL or for whom CONMEBOL is legally, contractually and/or extra contractually liable (including, without limitation, for any costs and expenses, reasonable fees and expenses of legal counsel and other agents and advisors appointed for such purpose); and



-CONMEBOL-

CONMEBOL

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

- b. Any liability, damage, loss, claim, cost, expense or disbursement (including without limitation, any reasonable costs, fees and expenses of legal counsel and other agents and advisors to be appointed for such purpose) which such Indemnifiable Person suffers or may suffer by reason of the exercise and/or performance and/or partial or late performance and/or non-performance and/or partial or late performance by the Selected Firm of its obligations, performance, charges, liabilities, duties, rights, functions, under this Agreement and/or the acts and/or transactions contemplated by or in connection with this Agreement.
- c. It shall pay to CONMEBOL all sums that CONMEBOL, on its own behalf or on behalf of the Indemnified Person in question, may require by notice within five (5) business days of receipt of all claims, actions, notices and/or demands.
- d. The BIDDER hereby declares to have read and understood the documents and policies of the CONFEDERACION SUDAMERICANA DE FUTBOL (CONMEBOL) - published on the web at [www.conmebol.com](http://www.conmebol.com) which establish the principles that guide the management of CONMEBOL's business, as well as the contractual and other relationships with third parties.
- e. In light of the foregoing, and in connection with the performance of this contract, the BIDDER undertakes: a) to manage its activities in accordance with: - all principles, values and commitments expressed in the aforementioned documents; - similar policies and commitments, if any, publicly adopted by CONMEBOL; b) and, in particular, undertakes: - not to use or support the use of any form of child labor, slavery, servitude, forced/compulsory labor or human trafficking, or any other form of exploitation; - guarantee equal opportunities, freedom of association and the promotion of the development of each individual; - oppose the use of corporal punishment, mental or physical coercion or verbal abuse; - comply with applicable laws and industry standards on working hours and wages, ensuring that wages are sufficient to meet the basic needs of the personnel; - establish and maintain appropriate procedures to evaluate and select suppliers and subcontractors based on their commitments to social, human and labor rights and environmental responsibility; - not tolerate corruption in any way, shape or form in any jurisdiction, even if such activities are permitted, tolerated or not prosecutable; - assess and reduce the environmental impact of its own products and services throughout their life cycle; - use material resources responsibly, in order to achieve sustainable growth that respects the environment and the rights of future generations; - implement similar management models within its own supply chain.
- f. The BIDDER acknowledges that CONMEBOL has the right, at any time, to verify, either directly or through third parties, its compliance with its obligations hereunder. The Parties agree that CONMEBOL may terminate the Contract(s) and/or the Order(s) and exercise any remedy available by law in case the Bidder fails to comply with any of the provisions set forth in clause 2.7 inc. e) herein.

## 2.8 APPLICABLE LAW AND JURISDICTION

The Agreement entered, its terms, conditions and obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Republic of the Paraguay.



-CONMEBOL-

**CONMEBOL**

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

The Parties agree to submit any controversy arising from the execution of this Agreement or related to the same, with its interpretation, validity, or invalidity, to a mediation process before the Paraguay Arbitration and Mediation Center of the National Chamber of Commerce and Services of Paraguay (the "CAMP"), in accordance with the rules of procedure for mediation held by said institution. If the Parties do not resolve the controversy in the mediation procedure, they agree to submit their dispute to arbitration before an arbitration tribunal made up of 3 (three) arbitrators appointed from the list of the CAMP's Arbitration Body, which shall decide according to law, and the final award shall be binding for the Parties.

In both cases, the respective regulations and other provisions governing the procedures in question shall apply at the time of recourse thereto, and the Parties declare that they are aware of and accept those in force, including their cost and expenses regime, and consider them an integral part of this Contract.

For the enforcement of the arbitration award, the Parties agree to submit to the jurisdiction of the Civil and Commercial Courts of the City of Asuncion, Paraguay, expressly waiving any other jurisdiction, even if it were more favorable to them.

## **2.9 FRAUD AND CORRUPTION**

CONMEBOL requires BIDDERS to observe the highest ethical standards, whether during the bidding process or during the execution of a contract. CONMEBOL will act against any fact or claim considered fraudulent or corrupt. The BIDDERS declare and guarantee:

- a) that they have read and understood the prohibition on acts of fraud and corruption set forth by CONMEBOL and undertake to observe the relevant rules;
- b) that they have not incurred in any violation of the fraud and corruption policies described in this document;
- c) that they have not misrepresented or concealed any material fact during the procurement or performance of the Contract;
- d) that none of its directors, officers or major shareholders have been convicted of crimes related to fraud and corruption.
- e) The selected firm represents that it has read and agrees to comply with all activities required by this Contract, at all times with all applicable anti-bribery and corruption laws, regulations and legislation, including but not limited to the Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §78-dd-1, et seq, as amended), the UK Bribery Act 2010, as well as any other anti-bribery, anti-corruption and conflict of interest laws applicable to the BIDDER and/or CONMEBOL. In this regard, it undertakes not to make or offer directly or indirectly payments, gifts, favors, entertainment, travel and/or donations to any employee, service providers, members of the Board or the various Committees, whether at the national, state and/or municipal level, to political parties and/or to any candidate for political office, under circumstances where the payment, gift, favor, entertainment, travel and/or donations constitute an illegal payment and/or are given for the purpose of securing an undue advantage or obtaining any benefit from the Public Authority or from such employee, agent or representative.



-CONMEBOL-

CONMEBOL

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

f) The BIDDER declares not to be on the sanctions lists of the Office of Assets Control USA (OFAC) and on the sanctions list of the United Nations Organization (UN), if it is a legal entity, it also declares that its legal representatives and shareholders are not on such lists.

g) In this regard, The BIDDER undertakes not to make or offer, directly or indirectly, payments, gifts, favors, entertainment, travel and/or donations to any employee, service provider, members of the board of directors or of the various committees of the other or, in connection with any aspect of this Contract, to any public authority, political party and/or any candidate for political office (in any country, state and/or municipality) or any other person (each of the foregoing, a CONMEBOL Relevant Person or Consultant) in circumstances where such payment, gift, favor, entertainment, travel and/or donation amounts to an illegal payment and/or was given to obtain an unfair advantage or any benefit from such CONMEBOL Relevant Person or the BIDDER;

h) That they have effective systems and controls in place to prevent slavery, child labor and trafficking in persons in any part of their business and supply chain. Each Party shall, upon request and at any time during the Term, provide to the other Party a sworn statement that it effectively controls and prevents slavery, child labor and trafficking in persons in any part of its business and supply chain);

i) That they will observe the highest ethical standards in the exploitation of their respective rights and in the fulfillment of their respective obligations under this Agreement;

j) That they will act against any fact or claim considered fraudulent or corrupt within the scope of this Contract;

(k) That they have read and understood the prohibition of acts of fraud and corruption and undertake to observe the relevant rules;

l) That to the best of their knowledge and belief, they have not incurred in any violation of the rules and policies on fraud and corruption described in this Clause;

m) That they have not misrepresented or concealed any material fact during the process of negotiating and signing this Agreement; and

n) That to the best of its knowledge, none of its directors, officers or major shareholders has been convicted of fraud and corruption related offenses.

## 2.10 CONFLICT OF INTEREST

The bidder declares that there is no conflict of interest that may affect the normal development of the Contract, as well as the legal use of resources; and undertakes to report any conflict of interest that may arise during the execution of the contract. In the event of any type of conflict of interest, they must make the pertinent declaration through the forms that will be made available to the Bidder for such purpose.

## 2.11 WAIVER OF RIGHTS

The bidder shall transfer to CONMEBOL the necessary underlying editing and authorship rights.

The studies, projects, reports, Web Sites, Apps and/or any other document elaborated, generated and/or provided by the BIDDER in connection with the rendering of the SERVICES,



-CONMEBOL-

CONMEBOL

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

shall be the exclusive property of CONMEBOL, who may register them before the corresponding bodies and use them without any restriction or cost, including in relation to other projects of its property and/or property of its controlled companies, controlling companies and/or any other related company. The BIDDER shall be solely responsible for any infringement of third parties' intellectual property rights. The bidder shall be directly liable for any type of claim made, maintaining, in all cases, CONMEBOL indemnified against such claims. The Bidder, at its sole expense, and without affecting the provision of the SERVICES, shall make modifications to the SERVICES in such a way as to avoid future violations and ensure that they are remedied.

**The BIDDER, when submitting to the present price bidding process, declares under oath that it has all the authorizations, authorizations and/or patents of the means used to provide the service.**

### **3. AWARD**

CONMEBOL will award the Contract to the BIDDER whose offer is, at the sole discretion of CONMEBOL, the most convenient according to the technical and administrative criteria established exclusively by CONMEBOL. The submission of Offers to the price bidding implies the knowledge, acceptance, and express conformity by the Bidders of each one of the terms and conditions of the present Bidding Terms and Conditions, which shall form an integral part of the contract.

CONMEBOL may also declare the bidding process void when, in its opinion, none of the bids submitted meet the requirements established in this bidding process.

### **4. EXPRESS WAIVER OF LEGAL ACTION**

Since this Price Tender is a private procedure established by CONMEBOL, no legal action or appeal or request for precautionary measures shall be admitted by any of the Bidders. By submitting the Proposal, the Bidder expressly declares its waiver of any judicial or extrajudicial action against the decisions adopted by CONMEBOL.

All those bidders who submit their bids and participate in the bidding process declare to know and accept the terms of this clause, irrevocably declaring the express waiver to sue or request to the judges and courts of the Republic of Paraguay or any other jurisdiction for precautionary measures, which could in any way hinder the present bidding process for the selection of bidders. Acts of this nature shall be considered detrimental to the interests of CONMEBOL and shall be subject to the corresponding claim for damages against anyone who attempts actions of the nature described in this clause.

### **5. INTELLECTUAL PROPERTY**

All right, title and interest (including, without limitation, copyright) in this Price Competition and any materials provided by CONMEBOL to any BIDDER or prospective Bidder are and shall remain the exclusive property of such Bidder or prospective Bidder.

Upon receipt of each Bid document (and the physical media on which it is recorded) it shall become the physical property of CONMEBOL. Regardless of whether a Bid is awarded, CONMEBOL shall have the right to use (without any payment or restriction whatsoever) all ideas, concepts, proposals, recommendations, or other materials (except trademarks and copyrighted materials) contained in such pricing competition or otherwise communicated to CONMEBOL during the Bid process. The Bidder waives any rights it has and shall not make any claim against



-CONMEBOL-

**CONMEBOL**

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

CONMEBOL with respect to any use made by them of any intellectual property or other similar rights relating to the ideas, concepts, or any other materials (except trademarks or copyrighted materials of third parties) included in its price competition documents.

## 6.- ANNEXES

- Annex A: Service Specifications



-CONMEBOL-

CONMEBOL

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

## ANNEX – A

### REQUIREMENTS FOR DIGITAL COVERAGE

#### CONMEBOL COPA AMERICA 2024™

##### Start date:

- Preliminary phase: September 2023 - May 2024
  - o Pre-competition contents and calendar management and preparation of publications previously provided by CONMEBOL.
- During tournament: June / July 2024
  - o General digital coverage
- Subsequent phase: until December 2024
  - o Post-competition sustaining content

##### Participant requirements:

- Proven experience in events of similar magnitude to what the CONMEBOL Copa America 2024™ will be
- Multidisciplinary team with professionals dedicated to:
  - o Creative capacity: profiles dedicated to think of creative contents for the implementation of the brand's creative concept.
  - o Community Management
  - o Digital Strategy
  - o Editorial writing for web site content
  - o Digital technical terms
  - o Data Analysis
  - o Languages Spanish (native), Portuguese (native) and English (native)
  - o Photos
  - o Audiovisual and audiovisual editing
- Platforms to streamline coverage management (similar to GreenFly, etc.)
- Setting and implementing a roadmap of actions
- Follow the editorial line defined by CONMEBOL
- Setting targets and monitoring results
  - o We will work together on setting targets for:
    - Audience growth
    - Interactions
    - Outreach
    - Top of Mind

##### Requirements by stage:





-CONMEBOL-

**CONMEBOL**

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

Preliminary phase: September 2023 to May 2024

- Pre-competition content

**Needs:**

- Daily content support with images and photos to be provided by CONMEBOL but also to be generated by the agency based on requirements.
- Video content for the generation of reels, shorts, long form videos, edited for digital platforms.
- Content generation for sponsors based on specific needs.
- Content generation to support the marketing campaigns that are created as:
  - Host Cities
  - Medal Campaign
  - Mascot Name
  - Ticketing
  - Trophy Tour
- Content generation for commercial partners (ie: Official Merchan + Panini Sticker album)
- Generation of preliminary interviews with national teams
- Generation of all content for the Copa America™ website
- Content should be in Spanish, Portuguese, and English (with native speakers who have a broad knowledge of football slang).
- Coverage of the CONMEBOL Copa America™ (photo and videos)
  - Delivery of photos
  - Delivery of a video summary
  - Real-time videos for short form
  - Delivery of calendar layouts and draw results
- 1 Community Manager for content implementation

During the tournament: June / July 2024

- Digital coverage

**Needs:**

- Real-time coverage of the entire tournament in editorial texts, publication of photographs, video production and always on digital coverage.
  - The type of content is defined with the content strategy for each platform
- Video content for the generation of reels, shorts, long form videos, edited for digital platforms.



- Needs-based content generation for sponsors
- The contents must be in native Spanish, Portuguese, and English.
- Community Manager for content implementation

### Special Videos

- Video presentation of stadiums / host venues
- Opening match video
- Final match video
- Script for Cup documentary (45 min)

Subsequent phase: until December 2024

- Post-competition sustaining content

### Needs:

- Weekly/daily content with pictures and photos
- Video content for generation of reels, shorts, long form videos, edited for digital platforms.
- The contents must be in native Spanish, Portuguese, and English.
- 1 Community Manager for content implementation

### Relevant I

Copa America digital platforms:

- Facebook
- Twitter
- Instagram
- Tik Tok
- YouTube
- Web
- Snapchat

### Additional needs

- Content management and approval platform
- Analytics platform for social media listening and reporting.
- Digital Media Return - Media Value analysis platform (Sponsors)
- Content management by Community Manager by selection



-CONMEBOL-

**CONMEBOL**

"RFP FOR DIGITAL COVERAGE FOR CONMEBOL COPA AMERICA 2024"

Rev: 1

Date: 2023/08/30

- Delivery of reports:
  - o Preliminary phase: monthly
  - o During competition: weekly / daily
  - o Post-competition: a general report

**Special events to be considered for coverage.**

- On-site kick-off event in the USA
  - o Date to be defined
  - o Photos, videos, special materials will be required.
- On-site Venues Launch in the USA
- Draw
  - o Tentative date: December 2023

**Minimum team required for the CONMEBOL Copa América 2024™**

DIGITAL AGENCY	Quantity
Project Manager General	1
Head of Social Media	1
Content Coordinator Spanish	1
Content Coordinator English	1
Content Coordinator Portuguese	1
CM Spanish	1
CM Portuguese	1
CM English	1
Art Director	1
Graphic designers	3
Video Supervisor	1



Video Editors	3
Editor Spanish	1
Editor English	1
Editor Portuguese	1
Community Managers / Content Creators by venue	12
Commercial Content Manager	1
	32

- Add as a separate proposal the option of having 24 filmmakers, 2 in each stadium to generate real time videos of plays and videos in general such as interviews, color videos, etc.

**Other information**

- 1 Community Manager will be required in each stadium for real time content generation and coverage of sponsor activations.
  - o The agency shall be responsible for its accommodation and travel expenses as well as for all materials necessary for the delivery of the required materials (mobile phone, steady cam, etc.)
  - o These images shall be published in real time.
- The agency will manage the relationship and orders with photo and video production companies. It must lead the narrative and storytelling of all materials.
- Each social network should have a specific strategy for differentiated content, not all content should go to all social networks in the same way.
- Geolocalization of content will be used, so it should be foreseen that all content should be available in three languages.
- The CONMEBOL Copa América™ mascot should have a differentiated content strategy.