Official FINA Pool Partner 2022-2025 - Bidding Process
1. **Background & FINA Requirements**

FINA’s policy for its principal Championships events is to create spectacular temporary Aquatics facilities in existing sports and entertainment venues. Such venues have helped FINA to create events that have taken Aquatics to a new level, and are a cost-effective means of allowing any city and location to consider staging an Aquatics event at the highest level.

FINA is seeking to appoint an Official Pool Partner ("the Pool Partner") for the period 2022 to 2025 inclusive, who shall help FINA to continue this work.

The Pool Partner shall pay a financial consideration to FINA and provide pools as value-in-kind for use at FINA’s key Championships events (see Annex A).

The Pool Partner shall have the opportunity, but not the exclusive right, to supply other pools required for the Championships.

In return, FINA shall grant to the Pool Partner certain rights and benefits in relation to the Championships and to FINA (see Annex B), and in relation to the product category (see Annex C).

All of the terms shall be set out in a formal contract to be completed and signed between FINA and the Pool Partner (the "Agreement").

Any company (the "Bidding Company" or the "Bidder") may submit its bid to FINA to be considered for appointment as the Pool Partner. FINA shall base its assessment of the bids on a variety of factors including the financial aspects, and company experience and expertise.

Bidding companies will not be deemed to have been accepted and no contract will arise between FINA and the bidding companies until the Agreement, i.e. a formal written contract, is executed. FINA may use its absolute discretion in prioritising the bidder responses and in selecting the successful Bidder.
2. Bidding Procedures and Bidding Terms and Conditions

**Deadline for submission of bids:** Bids must be submitted no later than 12:00 CET on Friday, 20th August 2021 to executiveoffice@fina.org. Any submissions received after this deadline will not be considered by FINA. FINA reserves the right not to consider any bid which is not in compliance with the terms of the present Bidding Process.

Each bid constitutes an irrevocable and unconditional offer which may not be amended (unless requested by FINA) or withdrawn for 60 days after receipt by FINA of such bid.

FINA may, in its discretion, choose not to select any of the bids received and instead may invite further rounds of bidding.

**Bidding Company Questions:** Bidding companies may submit a request for clarification on any matter concerning this bidding process in writing to executiveoffice@fina.org. FINA reserves the right to make available its clarifications to any question to all Bidding companies.

**Bid Clarification Meetings:** FINA reserves the right to hold one or more clarification meetings with Bidding companies where necessary following the submission of their bids. Such meetings may be online, or the Bidding companies may be required to attend meetings in person at a mutually agreed date and time.

**Confidentiality:** FINA will not publish or otherwise make available any information contained within any company’s bid to any third party. The Bidding companies must not advertise or issue any information, publication, document or article for publication or media release or other publicity in relation to FINA and/or the Bid. FINA may require the Bidding companies to execute a confidentiality agreement at any time during the bidding process.

**Conflict of Interest:** The Bidding companies must disclose to FINA any circumstances, arrangements and/or relationships which constitute, or might reasonably be considered to constitute, an actual or potential conflict of interest, as per FINA Rules.

**Summary of Bidding Timetable:** The proposed timetable for this bid process is set out below. This timetable is for guidance only and FINA reserves the right to alter the timetable at any time.

- FINA’s Invitation to bid published by Friday, 16th July 2021
- Deadline for Bidders to submit any request to clarification to FINA, 12:00 CET on Friday 6th August 2021
- Deadline by which FINA will respond to any requests for clarification, 12:00 CET on Wednesday 18th August 2021
- Deadline for submission of bids to FINA, 12:00 CET on Friday 20th August 2021
- Start of evaluation of bids received by FINA, Monday 23rd August 2021
- Period for bid clarification meetings, as required, Monday 30th August to Friday 3rd September 2021
- Completion of bid evaluation by FINA, Friday 10th September 2021
- Selection of bids and contract drafting period from Wednesday 29th September 2021 until no later than Friday 29th October 2021
- Commencement date for the Official FINA Pool Partner 2022-2025, Monday 1st August 2022
**Selection Process:** The present Bidding Process documentation, together with the Clarification rounds, has been designed both to successfully fulfil FINA's overall objectives and requirements for the requirements of an Official FINA Pool Partner and to ensure that the bidding and selection process is fair to all Bidding companies.

Bids will be evaluated by FINA in accordance with the (non-exhaustive) criteria described in the present Bidding Process documentation and by other objective criteria. FINA does not foresee to apply any "option to extend" nor any "right of renewal" with any incumbent FINA Partner.

For the sake of clarity, FINA highlights that there is no obligation for FINA to accept the highest financial bid. Furthermore, FINA shall be free in its absolute and sole discretion to select the bid that most successfully fulfils FINA's objectives and requirements.

In case no Agreement is finalized with the (first) selected Bidding company, FINA reserves the right to start discussions with another Bidder, or to start a new round of bidding.

**Bidding Terms and Conditions:** Each Bidding company acknowledges and agrees that FINA shall not be bound upon selection of a certain bid, but only after execution of an Agreement signed both by FINA and by the Bidding company. Until execution of such an Agreement, FINA reserves the right, at all times, to withdraw from negotiations or take any other action FINA deems appropriate.

FINA is not obliged to give reasons for any decisions made at any stage.

Each Bidder acknowledges that the decision as to whether it elects to enter into the bid process is at the sole discretion of the Bidder.

FINA does not make any representations or warranties as to the accuracy, adequacy or completeness of any information contained within this Bidding Process documentation. No liability is accepted by FINA or any of its representatives for any loss, cost or damage suffered or incurred in reliance on, or in connection with this Bidding Process documentation or the bid process in general.

If a Bidder enters into the present Bidding process it does so at its own cost and risk. Each Bidder shall be responsible for all of its costs connected to any bid submitted to FINA, regardless of whether or not it is awarded any rights.

By participating in the process and/or submitting a bid, each Bidder agrees to be bound by the Terms and Conditions of this Bidding Process documentation.

This Bidding Process documentation and the Bidding process itself for the FINA Pool Partner shall be governed by, and interpreted in accordance with, the laws of Switzerland. Any dispute or claim arising out of or in relation to this Bidding Process documentation and/or the Bidding Process shall be settled exclusively and finally by arbitration before the Court of Arbitration for Sport (CAS), Lausanne, Switzerland. The dispute shall be submitted to an arbitral tribunal comprising three (3) arbitrators and be conducted in accordance with the Code of Sports-related Disputes of the CAS. The proceedings shall be conducted in English.
3. **Company Details**

Please provide the following information about your company headquarters:

- Company Name:
- Address:
- Contact Person(s)
  - Name:
  - Title:
  - Email:
  - Phone:
- Company Registration Number:
- Company ownership:
- Company capital:
- Number of full-time employees:
- Company history:
- Website:
- Social Media Channels:

Please provide detailed information about any company subsidiaries and/or licensees, including:

- Company Name:
- Location (country):
4. **Company Pool Products**

- Please provide details of your company’s manufacturing facilities, and a list of products that are currently manufactured in-house by your company.
- Please provide details of your company’s modular pool systems including materials, structural details and drawings.
- Please provide detailed timeplans for the sample installation (and dismantling) of your company’s modular pool systems of the following dimensions for a temporary installation, based on the assumption of a base floor ready for direct installation, and including the following: plant, filtration, pool heating and plumbing systems and pool drainage, filling of the pool and heating to an operating temperature compliant with FINA Rules:
  - a 50m x 26m x 2m pool
  - a 25m x 26m x 2m pool
- Please provide the average and maximum point loads (in kN/m²) for one of your company’s modular pools, assuming a water depth of 2.0m.
- Please provide details of modular pools which your company have installed as temporary installations for major international Aquatics competitions.
- Please provide details of modular pools which your company have installed as permanent installations in permanent international-standard Aquatics facilities.
- Please provide details of certification of tolerances within FINA Rules for modular pools previously installed for temporary use by your company.
- Please provide results of water turbulence testing of modular pools installed by your company for major international Aquatics competitions.
- Please provide details of the filtration system(s) and water treatment system(s) that can be provided with your company’s modular pool systems, including their capacities.
- Please provide details of the heating/heat exchange systems that can be provided with your company’s modular pool systems, including their capacities.
- Please provide (a) cost range estimates on both a rental and purchase basis, and (b) installation/set-up and dismantling/take-down periods (in total man-days) for the supply and installation of your company’s modular pools of the following dimensions:
  - 35m x 21m x 2m for Water Polo
  - 35m x 21m x 3m for Water Polo / Artistic Swimming
  - 25m x 26m x 2m for Swimming
  - 50m x 26m x 2m for Swimming
  - 50m x 26m x 3m for Swimming / Artistic Swimming
  - Round 15m diameter x 6m for High Diving
- Please provide details of any Aquatics events, organisations or athletes that your company currently sponsors/has previously sponsored, with the years of sponsorship, and any other relevant details.
- Please provide any other information which may be relevant to your bid.
5. Company Proposal to FINA

- Please provide details of your company’s proposal to FINA to be considered for the appointment as Pool Partner.
  - **Financial consideration:** please provide the level of financial consideration that your company commits to pay to FINA during the term of the Agreement, as an amount in either United States Dollars or Euros, and net of any withholding tax or other deductions:
    - Total consideration;
    - Proposed payment schedule.
  - **Value-in-Kind consideration:** please provide a full breakdown with descriptions and values (in either United States Dollars or Euros) of any value-in-kind products and services that your company commits to provide to FINA during the term of the Agreement.
  - **Other benefits:** please provide details of any other benefits (with values in either United States Dollars or Euros) of any other benefits that your company commits to provide to FINA during the term of the Agreement.
ANNEX A – FINA Championships

The Pool Partner shall in principle, and subject to the terms of the Agreement, have rights to the following FINA Championships during the term of the Agreement:

- 16th FINA World Swimming Championships (25m) 2022, to be held in Kazan, Russia
- 20th FINA World Championships & 20th FINA World Masters Championships 2023, to be held in Doha, Qatar
- 17th FINA World Swimming Championships (25m) 2024, to be held in Budapest, Hungary
- 21st FINA World Championships & 21st FINA World Masters Championships 2025, to be held in Kazan, Russia
ANNEX B - RIGHTS & OPPORTUNITIES

The Pool Partner shall in principle, and subject to the terms of the Agreement, have the following rights during the term of the Agreement:

1. For the FINA World Championships, FINA World Masters Championships, & FINA World Swimming Championships (25m)

1.1 Official Status & Exclusivity
The worldwide right to use the following designations:
- Official Partner/Supplier of the “Championships”
- Official “Pool/Pool Partner” of the “Championships”
- Exclusivity in relation to the Product Category (please refer to Annex C)

1.2 Use of the Marks
- The worldwide right to use all Marks, always in conjunction with a designation as set out in 1.1 above, in all marketing, advertising and promotional activity.
- The right to create composite logos (approved by FINA) in connection with the Marks.

1.3 Advertising Signage
(a) Swimming:
- Two (2) poolside perimeter boards
- One (1) start side back panel
- One (1) advertising board between the start blocks at each end of the pool

(b) Swimming (for the FINA World Swimming Championships 25m only):
- One (1) poolside perimeter board
- One (1) start side back panel
- One (1) advertising board between the start blocks at each end of the pool

(c) Diving:
- One (1) poolside perimeter board
- One (1) board beneath the diving tower
- One (1) Composite backdrop on diving decks

(d) Water Polo:
- Two (2) poolside perimeter boards
- One (1) board behind the goal net at each end of the pool

(e) Artistic Swimming:
- One (1) poolside perimeter board
- One (1) name/logo on the composite backdrop of the start area platform
- One (1) name/logo on the entrance platform

(e) High Diving:
- One (1) name/logo on the diving tower, as to be determined by FINA.

(g) Open Water Swimming:
- One (1) name/logo on the starting platform, as to be determined by FINA.

FINA may choose, at its sole discretion, to use LED signage for all or part of the advertising signage in the main television configuration listed above. For the avoidance of doubt, FINA may also use the LED signage for sports presentation purposes before and after any race and/or performance.

Where LED signage is being used, up to three (3) different artworks (e.g. Company name/logo, product name/image) may be displayed in rotation on perimeter boards.
1.4 Other Signage

- Identification on an equitable basis with other Official Partners on composite signage such as: awards podium backdrops, press conference backdrops, standing composite boards, interview and/or mixed zone backdrops.
- The right to show a commercial, as to be approved by FINA, on the venue videoboard (30 seconds maximum), before and after each competition session.

1.5 Product Branding

- The right to have identification on any swimming pool supplied to the Championships as follows: the name/logo twice, each with a maximum size of 90 x 35cm, placed underwater on each of the longest pool walls and, the name/logo twice, each with a maximum size of 70 x 25cm, on each of the pool-end bulkheads. The Pool Partner shall provide and install such identification at its own cost and shall ensure that such identification is securely attached to the pool walls below the level of any touchpads installed in the pool and, shall also ensure that such identification presents no risk of injury to athletes.
- The right to have one (1) name/logo on all other products supplied to the Championships, in accordance with all Rules and Regulations and any regulations relating to the Championships.

1.6 Broadcast

- First option to buy broadcast sponsorship and airtime on all commercial broadcast partners' television coverage of the Championships.
- The right to use television footage/clips from the Championships for internal and external promotion and communications. Appropriate usage to apply and should the use of television footage/clips require additional rights clearance including the payment of third-party rights fees, the Pool Partner shall be responsible to obtain all rights required at its own cost. The Pool Partner will also bear all technical costs related to the acquisition of such material.

1.7 Internet

- One (1) name/logo on both the FINA and Championships websites with a hyperlink to the Pool Partner’s own website.
- The right to use the FINA and Championships Marks on the Pool Partner's website with hyperlink to FINA’s official website.
- The right to create, at the Pool Partner’s own cost, images and/or footage during the installation of the Championship pools for use in its own marketing, advertising and promotional activity in all media, subject in all cases to any such activity being prior approved by FINA.

1.8 Printed material

- One (1) page advertisement in the Championships’ official programme and any official bulletins.
- One (1) name/logo included on the composite page of the official programme together with the other Official Partners
- One (1) name/logo on tickets (or ticket holders), accreditations, the official poster, start/result sheets, official press releases, and any other official print materials.

1.9 Media and Press

- The right to hold a press conference during the Championships, including at the Venue.
- The right to distribute press release at the Championships press centre.
- The right to attend FINA press conferences.
- Access to and use of photo archive with the appropriate usage fee. In case the use of photo archive requires additional rights clearance including the payment of third-party rights fees, the Pool Partner shall be responsible to obtain all rights required at its own cost and will also bear all technical costs related to the acquisition of such material.
1.10 Championship Promotions
- The right subject to availability, to free exhibition and promotional space at the Venue (The erection, operation and infrastructures of any such facilities will be at the Pool Partner’s cost).
- An invitation to attend any FINA promotional event held to promote the Championships.
- The right to organise behind-the-scenes tours at the venue for a reasonable number of guests during the Championships, as to be agreed with FINA.

1.11 Miscellaneous Championship Rights
- The right to receive:
  - Two (2) VVIP accreditations, and access to the FINA Lounge.
  - Four (4) VIP accreditations.
  - Two (2) VVIP accesses for guests being day passes that are not for named persons.
  - Two (2) VIP accesses for guests being day passes that are not for named persons.
  - A reasonable number of service accreditations, as to be agreed with FINA.
  - Ten (10) first category tickets for Swimming and ten (10) for each other event per competition day.
  - A reasonable number of parking passes for management & service purposes.
- The right to purchase additional tickets for the Championships from the OC.
- The right to official hotel room booking at the same rates as made available to FINA.
- A post-event report of the Championships.

1.12 Hospitality
- Subject to availability, space will be made available for exclusive hospitality. All infrastructure, utilities, food and beverage must be sourced from third parties as directed by FINA and/or the OC at the cost of the Pool Partner.
- A reasonable number of invitations to official functions.
- The right to organise an event or social function during the Championships at the Pool Partner’s own cost.

2. Additional General Rights and Opportunities

2.1 Official Status and Use of Marks
- The right to use the designations "Official FINA Partner" and "Official Product of FINA" and the right to use the FINA Marks in marketing, advertising and promotional activity during the term of the agreement only.

2.2 Promotion
- FINA will use its reasonable efforts to introduce the Pool Partner and its products and services to FINA member federations, OC’s and host cities of FINA events. The Pool Partner shall have the opportunity to attend any meeting arranged by FINA with an OC to discuss the requirements for the provision of pools for the Championships.
- FINA will upon the request provide a letter addressed to third parties relating to the status as the Official FINA Pool Partner.

2.3 Other FINA Events & Activities
- The right to attend FINA events, besides the Championships, and FINA conferences in order to advertise and promote its Products at such events provided in all cases that: (i) the final decision on the right of the Pool Partner to attend shall be at FINA’s sole discretion, acting reasonably and taking into account available space at and the nature of such events and conferences; (ii) any costs (including those of FINA) incurred in connection with any such advertising and promotion shall be the responsibility of the Pool Partner; (iii) all aspects of any such advertising and promotion shall require the prior approval of FINA; (iv) the Pool Partner shall comply with all reasonable instructions of FINA in connection with advertising and promotion.
ANNEX C – PRODUCT CATEGORY

The Pool Partner shall in principle, and subject to the terms of the Agreement, have the following products and services in its product category:

- Swimming pools, including splash pools and leisure pools;
- Panel pools: pools made of steel panels;
- Moveable bulkheads and floors for swimming pools;
- Pool hydraulic equipment including filtering equipment, filter pumps and connections;
- Pool shell equipment: underwater lights, inlets, nozzles, skimmers, overflow channels, drains;
- Pool surround equipment: slides, ladders, showers, water features;
- Pool cleaning equipment: automatic and manual bottom cleaners, cleaning accessories;
- Heating: heat pumps, heat exchangers;
- Automatic and manual pool covers;
- Chemical products for water treatment including softeners, dechlorinators and the like, and related water treatment products and equipment;
- PVC and PP accessories necessary for hydraulic circuits;
- Spas: residential and commercial spas, mini-spas, filtering and water treatment kits; and
- Aquaculture: sand filters, biological filters, and pumps.

The following products / services shall be excluded from the Official FINA Pool Partner product category:

- Pool competition equipment, including but not limited to starting blocks and devices, touch-pads, timing and scoring equipment, software and services, swimming lane ropes, backstroke flags and markers, water polo balls, goals and field of play markers; diving boards and diving board stands.