FENCE RENTAL AND MANAGEMENT SERVICES FOR UEFA EURO 2024™

Phase 1: Request for Information
1. Introduction

From 14 June to 14 July 2024 the final tournament of the UEFA European Football Championship in 2024 ("UEFA EURO 2024™") is due to be staged in Germany. In 10 German host cities fifty-one (51) matches will be played.

EURO 2024 GmbH, a joint venture established by UEFA Events SA and DFB EURO GmbH acting as the local organising structure for the UEFA EURO 2024™, having its registered office in Otto-Fleck-Schneise 6, 60528 Frankfurt a.M., Germany, wishes to select one or several company(ies) for the provision of Fence Rental and Management Services for UEFA EURO 2024™ (the "Services") including, but not limited to, the provision (on a rental basis) of:

1. High fences and gates (min. 2 metres high with concrete feet to resist weather/force);
2. Low barriers (min. 1 metre high);
3. Channel systems (entrance gates for security check);
4. Mixed zone barriers (low barriers with flat feet); and
5. Accessories (i.e. concrete blocks, clamps, bracing, wheels for gates).

The Services are needed at each UEFA EURO 2024™ venue from approximately late March 2024 (= the earliest delivery date) until late July 2024 (= the latest collection date). The candidate(s) should be aware that they will need to cover several additional venues in Germany (such as training grounds and/or team facilities). Such additional venues will be confirmed at a later stage.

The selected company(ies) will be responsible for Fence Rental and Management Services, including but not limited to the following key elements:

- Transportation;
- On-site delivery and unloading;
- Installation;
- Maintenance;
- Replacement of defective items / parts;
- Dismantling;
- On-site collection;
- Overall project management; and
- Insurance.

For such purposes, EURO 2024 GmbH intends to organise a tendering process ("Tender") and the interested candidate(s) is/are invited to participate.

Companies should indicate as part of their response to this RFI which venue(s) for UEFA EURO 2024™ they wish to bid to provide the Services for. The expected venues for this Tender are listed at Appendix 2. These venues are indicative and subject to change.

In this document all references to EURO 2024 GmbH, shall be deemed to include, where applicable, Union des associations européennes de football ("UEFA") and any UEFA subsidiary.
2. The Selection Process

The process for the selection of company(ies) for the provision of Fence Rental and Management Services, as currently planned, is divided into two-phases:

- **Phase 1 – Request for Information ("RFI")**: the initial, pre-Tender phase during which EURO 2024 GmbH collects information regarding the candidate(s) based on which it evaluates eligibility of such candidate(s) to participate in Phase 2;

- **Phase 2 – The Tender: the Request for Proposals ("RFP")** which contains all applicable terms and conditions for the Tender together with a detailed overview of the requested Services will be sent out to the selected candidate(s) following the RFI (and/or to any other entities invited by EURO 2024 GmbH), during which EURO 2024 GmbH will evaluate proposals and subsequently select and appoint a qualified company(ies) for the provision of the Services.

To give each candidate(s) an overview of the timing and further proceedings, EURO 2024 GmbH has put into place the following Tender process plan (which may be subject to change at any time, as deemed necessary by EURO 2024 GmbH):

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication of this Request for Information</td>
<td>Thursday, 15th December 2022</td>
</tr>
<tr>
<td>Deadline for submission of information</td>
<td>Friday 27th January 2023</td>
</tr>
<tr>
<td>Selected entity(ies) receive the RFP</td>
<td>Monday 3rd April 2023</td>
</tr>
<tr>
<td>Selected entity(ies) submit their proposals for the RFP</td>
<td>By Friday 5th of May</td>
</tr>
<tr>
<td>Evaluation, clarification and selection of short-listed entity(ies)</td>
<td>Mid June 2023</td>
</tr>
<tr>
<td>Suppliers appointment, subject to contract</td>
<td>July 2023</td>
</tr>
</tbody>
</table>

3. Submission of Information

In order to be considered eligible to participate in the Tender, interested candidate(s) shall respond to this RFI by submitting the relevant information and documentation as set out in Section 4, via the online form available at:


by no later than 23:59 CET on Friday 27th January 2023.
Late and/or incomplete submissions which do not include all the requested information and documentation will be immediately rejected by EURO 2024 GmbH.

Upon receipt of the completed Online Form with all required supporting information and documentation, EURO 2024 GmbH shall determine, at its sole discretion, if it requires further information/documentation or clarification from any or all of the candidate(s). In such cases, EURO 2024 GmbH reserves the right to contact the relevant candidate accordingly and to request that they provide such additional information/documentation.

EURO 2024 GmbH, at its sole discretion, will decide which candidate(s) is/are qualified to participate in the Tender and only such qualified candidate(s) will receive the RFP. Unsuccessful candidate(s) will be informed accordingly, and EURO 2024 GmbH shall not be obliged to give any reason for its selection or rejection.

4. Required Information and Documentation

Before selection of the candidate(s) that may participate in the Tender and receive the RFP, EURO 2024 GmbH shall evaluate the eligibility of the candidate(s) based on the review of the following information and documentation (all documentation must be returned in English):

- description of proven experience in the provision of Fence Rental and Management Services at major live events, together with named references and examples;
- evidence of sufficient resources and appropriate infrastructure to provide high-class Fence Rental and Management Services;
- "Statement of Undertaking" in the form provided in Appendix 1 to this RFI duly signed by an authorised representative of the interested entity;
- overview and specification of the technical event equipment owned by the candidate(s), including the approximate quantities;
- provision of an organisational chart with key personnel and full contact details of the person responsible for all matters regarding the selection process (who needs to be English-speaking and an adequately trained member of the management personnel); and
- proof of strong financial standing with up-to-date declarations from a relevant governing body (such as inland revenue) and annual financial reports or key accounting figures from the last two years.

NOTE: The requirement to submit the abovementioned information is mandatory for all candidates, including former and current suppliers. During any part of the Tender, EURO 2024 GmbH reserves the right to request additional information/documentation, as deemed necessary, including but not limited to any guarantees.
5. Legal Provisions

1. This RFI does not constitute an invitation to make offers or an invitation to participate in the Tender, nor does it constitute the basis of any contract which may be concluded upon conclusion of the Tender.

2. Information collected through this RFI will be used by EURO 2024 GmbH solely for its analysis and will not be disclosed to the public, provided, however, that EURO 2024 GmbH shall always be allowed to share such respective information with its affiliates, in particular UEFA and UEFA Events SA.

3. EURO 2024 GmbH reserves the right to reject any and all submissions of information, amend or supplement any rules set up herein and/or cancel part of or the entire selection process (and/or the Tender). If part of or the entire selection process is cancelled, it may be restarted at any time and any given interested candidate may or may not be invited to participate in the new selection process, at EURO 2024 GmbH’s absolute discretion.

4. EURO 2024 GmbH has taken all reasonable care to ensure that any information provided by EURO 2024 GmbH in relation to this RFI, the Tender and/or the RFP is accurate in all material respects. However, any such information is provided solely by way of explanation of the services which EURO 2024 GmbH intends to use, and neither EURO 2024 GmbH nor any of its representatives, agents or employees make any representation or warranty or accept any responsibility for the accuracy or completeness of any such information. Nor shall they be liable for any loss and/or damage suffered by any candidates in reliance on such information or any subsequent communication made by EURO 2024 GmbH subject to the further provisions under section 6 below.

5. The candidate agrees that:
   
   (a) it (and its officers, employees, representatives, agents and advisers) shall keep confidential (i) the terms of this RFI and any information relating to affairs or business of UEFA, UEFA Events SA and/or EURO 2024 GmbH which comes into its possession in relation to this RFI, (ii) the RFP and/or (iii) the Tender;
   
   (b) it shall not disclose confidential information (or any parts of it) to any third party without the prior written consent of EURO 2024 GmbH, which may be given or withheld in its absolute discretion (save, where required by applicable laws);
   
   (c) it shall only be entitled to use confidential information for the purpose of the Tender; and
   
   (d) it shall not discuss the financial terms of the Tender with other candidates.

6. Each candidate is responsible for all costs, expenses, losses and liabilities incurred in the preparation of its submission of information to participate in the Tender, any responses to requests for further information by EURO 2024 GmbH and any negotiation with EURO 2024 GmbH following receipt by EURO 2024 GmbH of its expression of interest (whether or not an invitation to participate in the RFP is issued). EURO 2024 GmbH shall not be liable to any interested candidate for any costs or losses arising in connection with the submission of information and documentation related to this RFI, unless there is intentional or grossly negligent conduct in breach of contract by EURO 2024 GmbH or a legal representative or vicarious agent (Erfüllungsgehilfe).
In the event of ordinary negligence (einfache Fahrlässigkeit), EURO 2024 GmbH, including its representatives or vicarious agents (Erfüllungsgehilfen), shall only be liable in the event of a breach of obligations which are indispensable for achieving the purpose of the contract and on whose strict compliance the respective other party must be able to rely (material contractual obligations / cardinal obligations (Kardinalspflichten)). In this case, liability shall be limited to the typical and foreseeable damage. In any case, the limitation of liability does not apply to liability for injury to life, body and/or health.

7. Each candidate is responsible for ensuring that no information nor representation made to EURO 2024 GmbH is false, inaccurate and/or misleading.

8. Each candidate is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this RFI, the RFP, the Tender, UEFA, EURO 2024 GmbH, UEFA, UEFA Events SA and/or any UEFA competition (whether it is invited to participate in the Tender or not) without the prior written consent of EURO 2024 GmbH, which may be given or withheld in its absolute discretion and that any non-compliance will lead to the penalty of being held responsible for any damages caused.

9. All intellectual property and commercial rights in relation to UEFA, EURO 2024 GmbH, this RFI, the RFP and/or the Tender belong exclusively to UEFA and/or EURO 2024 GmbH.

10. Each candidate shall comply with all legal provisions contained in this RFI or otherwise agreed in writing with EURO 2024 GmbH.

11. The appointment of any candidate to provide the Services is subject to such selected candidate and EURO 2024 GmbH (or any UEFA subsidiaries) entering into a long form agreement provided by EURO 2024 GmbH, which shall contain the full terms and conditions of such appointment.

12. EURO 2024 GmbH may determine that certain rights and obligations in relation to the Services are granted, assigned or transferred to any UEFA subsidiaries. The Successful Applicant shall, in such cases, treat all references to EURO 2024 GmbH contained in this RFI or any Agreement, to include any UEFA subsidiaries.

13. This RFI and all related documentation pertaining to the Tender (including any contracts) shall be governed and interpreted in accordance with German law without regard to choice of law principles. The exclusive place of jurisdiction shall be Frankfurt a.M., Germany.
APPENDIX 1: STATEMENT OF UNDERTAKING

Name of company: insert Name of Company
Tax number: insert tax number
Address: insert Street Postal Code City Country

referred to hereinafter as the “Company”, hereby expresses interest in participating in the Tender for the provision of Fence Rental and Management Services for UEFA EURO 2024™, and undertakes that:

1. no information provided nor representations made to EURO 2024 GmbH are false, inaccurate or misleading;
2. none of the Company nor its officers, employees, representatives, agents and advisors shall make any form of public announcement or statement relating directly or indirectly to EURO 2024 GmbH and/or the Tender to any third party (including but not limited to the media) without the prior written approval of EURO 2024 GmbH and the Company shall be held responsible for any damages caused due to any non-compliance with this paragraph 2;
3. the Company and its Personnel shall keep confidential the terms of this RFI and any information relating to affairs or business of EURO 2024 GmbH, UEFA or any UEFA subsidiaries which comes into its possession in relation to this RFI and/or the Tender, it shall not disclose confidential information (or any parts of it) to any third party without the prior written consent of EURO 2024 GmbH, which may be given or withheld in its absolute discretion (save, where required by law) and it shall only be entitled to use confidential information for the purpose of the Tender;
4. all intellectual property and commercial rights in relation to UEFA, this RFI, the RFP and/or the Tender belong exclusively to UEFA and/or EURO 2024 GmbH;
5. it is capable of and shall comply with all legal provisions contained in this RFI or any other legal terms as otherwise agreed in writing with EURO 2024 GmbH;
6. it is capable and shall comply with the provisions of the UEFA Supplier Code and the EURO 2024 Health and Safety Guide;
7. EURO 2024 GmbH shall not be held responsible for any costs, expenses and/or liabilities incurred by the Company in the preparation and submission of the information and/or documentation in response to the RFI and/or any responses to requests for further information by EURO 2024 GmbH;
8. any association by the Company with EURO 2024 GmbH, UEFA or any UEFA competitions and events in any manner whatsoever without EURO 2024 GmbH’s prior written approval is strictly prohibited;
9. EURO 2024 GmbH shall not be required to invite the Company to participate in the Tender and reserves the right to organise any services related to the Tender or to re-open part of or the entire tendering process at a later stage and shall not be required to enter into any agreement with the Company;
10. this Statement of Undertaking and any related documentation shall be governed by and construed in accordance with the substantive laws of Germany. The place of jurisdiction shall be Frankfurt a.M., Germany.

By submitting this Statement of Undertaking (where capitalised terms shall have the meaning as defined in this RFI, unless otherwise defined herein), I/we confirm that I/we have read and understood the foregoing terms and conditions issued by EURO 2024 GmbH regarding the process for selection of a candidate(s) to provide Fence Rental and Management Services for UEFA EURO 2024™, and agree that the Company which I/we duly represent is bound by such terms and conditions.

Signature: ________________________________

Name and Title: ________________________________ Date: ________________________________

Place: ________________________________ Official Stamp: ________________________________
APPENDIX 2: EXPECTED VENUES

Please note that these venues are given as an indication only and are subject to change.

<table>
<thead>
<tr>
<th>Host City</th>
<th>Venue</th>
<th>Common Site Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berlin</td>
<td>Olympiastadion Berlin</td>
<td>Olympiastadion Berlin</td>
</tr>
<tr>
<td>Hamburg</td>
<td>Volksparkstadion Hamburg</td>
<td>Volksparkstadion</td>
</tr>
<tr>
<td>Dortmund</td>
<td>BVB Stadion Dortmund</td>
<td>SIGNAL IDUNA PARK</td>
</tr>
<tr>
<td>Gelsenkirchen</td>
<td>Arena AufSchalke</td>
<td>VELTINS-Arena</td>
</tr>
<tr>
<td>Cologne</td>
<td>Cologne Stadium</td>
<td>RheinEnergieSTADION</td>
</tr>
<tr>
<td>Leipzig</td>
<td>Leipzig Stadium</td>
<td>Red Bull Arena</td>
</tr>
<tr>
<td>Leipzig</td>
<td>Leipzig Trade Fair</td>
<td>Leipziger Messe</td>
</tr>
<tr>
<td>Dusseldorf</td>
<td>Düsseldorf Arena</td>
<td>MERKUR SPIEL-ARENA</td>
</tr>
<tr>
<td>Munich</td>
<td>Munich Football Arena</td>
<td>Allianz Arena</td>
</tr>
<tr>
<td>Frankfurt</td>
<td>Frankfurt Arena</td>
<td>Deutsche Bank Park</td>
</tr>
<tr>
<td>Stuttgart</td>
<td>Stuttgart Arena</td>
<td>Mercedes-Benz Arena</td>
</tr>
</tbody>
</table>

The candidate(s) should be aware that they will need to cover several additional venues in Germany (such as training grounds and/or team facilities). Such additional venues will be confirmed at a later stage.