



**RFP – Biometric solutions for facial
recognition**
Bidder Guide



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1. Introduction

1.1. La Liga Nacional de Fútbol Profesional.

La Liga Nacional de Fútbol Profesional (hereinafter, LALIGA) is a private law sports association created pursuant to and for the purposes set out in Act 39/2022 of 30 December on Sport. In short, it is a professional league with legal personality, associative nature and its own autonomy for its internal organisation and operation with respect to the Spanish Professional Football Federation, and it is exclusively and compulsorily made up of all sports limited companies and clubs that participate in official Spanish state-level professional football competitions.

The entity has tax identification code G78069762 and its registered office at calle Torrelaguna, nº 60, Madrid (238043), and its website address is www.laliga.com.

In short, the associative purposes of LALIGA, in accordance with the provisions of article 2 of its statutes, are as follows:

- Organise and promote official nation-wide professional football competitions and oversee that they are properly run.
- The commercial exploitation, in its broadest sense, of the competitions it organises, within the limits established by the Act on Sport. The commercialisation of the rights to exploit the audiovisual content of the professional football competitions it organises, as well as those other audiovisual rights to football competitions the commercialisation of which may be entrusted or assigned to it.
- Promote, foster, finance and develop activities connected with physical fitness, sports training and football.
- Promote and disseminate nation-wide official professional football competitions in Spain and abroad.
- Perform any other additional or complementary activities to the above.

Pursuant to the provisions of Act 39/2022, of 30 December, on Sport, top-level sport is considered to be of interest to the General State Administration, insofar as it constitutes an essential activity and factor in sporting development, it is a stimulus for the promotion of grassroots sport by virtue of the technical and scientific demands of its preparation, and it fulfils a representative function and general reputation of Spanish sport, with LALIGA being considered an entity of public interest by virtue of the provisions of the aforementioned legal text (Arts. 11 and 58).

1.2. Regulatory and legislative framework applicable to LALIGA.



LALIGA is governed by its own statutes and regulations, including the television broadcasting regulations, approved by the highest governing body, the General Assembly, ratified by the Higher Sports Council and registered in the State Register of Sports Entities, by Act 39/2022, of 30 December, on Sport, and supplementarily by the provisions of Organic Law 1/2002, of 22 March, regulating the right of association, or in its absence, by Royal Decree 1/2010, of 2 July, which approves the revised text of the Act on Capital Companies.

As for the articles of association, these were approved, in their latest version, by the Executive Committee of the High Council for Sport at its meeting of 9 June 2023. These Articles of Association and, in particular, Chapter II of Title I, referring to the organisational structure of LALIGA, constitute the basic foundations on which the basic legal regime of good governance of LALIGA's governance and administrative bodies is based. The General Regulation, as part of its good governance, complements the legal framework defined by the Articles of Association regarding the development of the General Assembly and the Division Committees (Book I) and the system for the election of the President (Book II), the Vice-Presidents and members of the Executive Committee (Book III).

Furthermore, under the Agreement dated 16 May 1995, signed with the Ministry of Education, the Ministry of the Interior and the Higher Sports Council, **LALIGA has been entrusted with the powers to perform the adaptation works for different security measures in sports venues and facilities where the professional competitions that it organises are held**, as necessary measures for the prevention of violence in sporting events and with the ultimate aim of ensuring the safety of spectators under Law 19/2007, of 11 July, against violence, racism, xenophobia and intolerance in sport and specified through Royal Decree 203/2010, of 26 February, which approves the Regulations for the prevention of violence, racism, xenophobia and intolerance in sport.

1.3. Organisational structure and membership.

Associate members of LALIGA.

Sociedades Anónimas Deportivas (SADs, Sporting Societies) and Clubs that participate in official men's football competitions of a Spanish official state-level and professional nature are part of LALIGA. In summary, 20 Clubs/SADs corresponding to the first division, and 22 from the second division. The current LALIGA members for the 2023/2024 season can be checked in detail on the corporate website (www.laliga.com) following the path below:

- First Division: "LaLiga.com" → "LaLiga EA Sports" → "Clubs".
- Second Division: "LaLiga.com" → "LaLiga Hypermotion" → "Clubs".



Governing, management and representative bodies.

In accordance with the provisions of the Articles of Association, a distinction is made between: General Assembly, Divisional Boards, Delegated Committee, President, Audiovisual Rights Management Control Body, Electoral Commission, Social Disciplinary Judge, Economic Control Committee, Licensing Committee, Budget Validation Body, Regulatory Compliance Body, Audit and Internal Control Committee, Corporate General Management and Legal Management.

The composition, duties and powers of the above-mentioned bodies, committees, boards and commissions are described in detail in the Articles of Association and, in summary, on the LALIGA website (www.laliga.com), following the access route below: "Institutional Information" → "Governance structure of LALIGA".

Corporate structure of the Group.

LALIGA heads a business group made up of several Spanish and international entities, with a presence on four continents, having experienced remarkable growth over the last decade.

The corporate structure of the Organisation is published on the corporate website (www.laliga.com), following the path "LaLiga Institutional" → "Organisation Chart" → "Corporate organisation chart", indicating in each case the percentage of ownership held, directly or indirectly, by LALIGA.

1.4. Scope

This document and its annexes describe the scope of this RFP, as well as the considerations of LALIGA for its execution.

Biometric recognition (also known as biometrics) refers to the automated recognition of individuals based on their biological and behavioural traits. A biometric system is a computer system that implements biometric recognition algorithms. A typical biometric system consists of sensing, feature extraction, and matching modules. Biometric sensors (e.g., fingerprint sensor, digital camera for face) capture or scan the biometric trait of an individual to produce its digital representation.

LaLiga is looking for a biometric facial recognition system supplier to be installed as a complementary control access in LaLiga's stadiums.

The goal is to have at least one biometric facial data entrance at each stadium gate.

Entry to the stadium through biometric facial data should be accessible to all members of the club unless the club defines a policy of restricting access by this means to certain members of the club.



The solution should be available for clubs that use the websites, apps and products provided by LaLiga as well as for those that manage their own digital assets.

The solution will be available only to fans that are (or will be) enrolled in the club systems.

As a summary, taking into account that there are different scenarios, and everything is within the technical documentation of the RFP, the elements subject to bidding will be the following::

Hardware:	Software:
Equipment	Apps, Licenses, development
Support and installation services	Support and installation services
Maintenance / support services	Maintenance / support services

In accordance with Section 1.2. of this document, this RFP falls within LALIGA's responsibility on the access control and security measures in stadiums and venues where professional competitions are organized.

Documents Included:

Instructions and main conditions:

- BIDDER GUIDE_ RFP Biometric solutions for facial recognition
- Template of Non-Disclosure Agreement

Technical Documentation:

- RFP - Facial Recognition Solutions - LL - Technical Guide
- Technical Responses- RFP - Facial Recognition Solutions LALIGA
- SLAs- RFP Facial Recognition Solutions LALIGA
- Requirements and recommendations on data protection for the RFP
- Provider_References_Template LALIGA

This documentation will be accessible once the bidder indicates its intention to participate in the RFP as stated in section 2.1.



Economic Template:

- Quotation Template- RFP Biometric solutions for facial recognition LALIGA

This documentation will be accessible once the bidder indicates its intention to participate in the RFP as stated in section 2.1.

Other additional:

- Questions and Answer Template_ RFP Biometric solutions for facial recognition LALIGA
- Solvency Questionary Template_ RFP Biometric solutions for facial recognition LALIGA

This documentation will be accessible once the bidder indicates its intention to participate in the RFP as stated in section 2.1.

The target starts date of the services and delivery of supply will be agreed during the different iterations of this RFP.

2. RFP General Conditions

2.1. Acceptance

Bidders interested in submitting the offer as described in this RFP must confirm it by sending an email to the following email addresses, stating their intention to participate.

E-mail: compras@laliga.es

E-mail: jmedina@laliga.es

E-mail: jphelguera@laliga.es

E-mail: logalla@laliga.es

The subject of your e-mail to indicate your intention to participate must have the following format. Only the name of the Provider should be modified:

RFP_Biometric/Intention to bid/"**Company Name**"

At this stage, bidders shall execute a Non-Disclosure Agreement ("NDA") with LALIGA provided by the Purchasing Department once the supplier communicates its intention to participate in the tender.



2.2. LALIGA contacts to request information and solve doubts

Information on aspects related to this RFP will be requested in the periods indicated in this document and will be answered within the defined periods.

Queries related to this RFP process will be answered via ARIBA using the provided template (*Questions and Answer Template_ RFP Biometric solutions for facial recognition LaLiga*).

2.3. Main milestones for the RFP Process

The tentative dates, which can be changed by LALIGA prior written notification, with the main milestones of the RFP will be the following:

- RFP documentation sent: **October, 17th**.
- Deadline for confirmation of receipt / acceptance of the conditions by the bidders for their participation and execution of the NDA: **October, 24th**.
- Deadline for receipt of clarifications/queries from bidders: **October, 25th**.

The template to be used for this purpose is "*Questions and Answer Template_ RFP Biometric solutions for facial recognition LALIGA*"

- Deadline for response to clarifications by LALIGA: **October, 27th**.
- Deadline for delivery of the offers: **November 2nd**.

The following documents will be used for this purpose:

Questions and Answer Template_ RFP Biometric solutions for facial recognition LALIGA

Quotation Template- RFP Biometric solutions for facial recognition LALIGA

Offers received after this deadline may not be considered by LALIGA.

- Decision and communication of shortlisted bidders: **November 9th**. As far as possible, 3 candidates with the best offers will be included on this list.
- Presentation of the offers in LALIGA premises from the shortlisted bidders: from **November 9th**.
- Reception of final offers after the presentations: **November 17th**
- Provisional Awarding : **November 30th**.

2.4 Non-binding nature

This RFP or, where applicable, the provisional selection of a Candidate, does not represent an agreement



or obligation to complete the Project, or to enter a definitive agreement regarding the Project, by LALIGA with any of the Candidates, and LALIGA will have no obligation or commitment regarding the Project pursuant to this RFP or any other written or verbal communication with any Candidate, unless and until the Contract described in section 8 is formalised.

LALIGA informs that it may withdraw this RFP at any time and at its sole discretion, without the need to justify its decision or give any right to compensation, and, in any case, if during the performance of this RFP, any regulation, judicial or administrative resolution is published, including the mere initiation of sanctioning procedures, related to the processing of personal data through biometrics-based technologies that could affect, even indirectly, the viability of the Project.

2.5 Language of the offers to be filed under this RFP

The offers to be filed by the bidders as well as any correspondence or related documents shall be either in English or Spanish, including technical information.

3. Bidder Offer

3.1. Documentation to be submitted

Offers should be drafted in a simple manner, providing a clear and concrete description of the technical capabilities of the bidder to meet the requirements of the RFP.

Bidders must submit the following documents: (if there are several documents, to be attached together in a single ZIP file).

- Technical offer, including the excel files with the responses to our requirements.
- Economic offer.

Although no cost element should be included in the technical offer, calculations or ratios prior to the determination of the Economic offer may be included in order to support the technical evaluation.

4. Assessment of offers.

The objective criteria that will serve as the basis for the award and will enable the selection of the offer that obtains the highest score, which is considered the most favorable offer, are indicated below:



Concept	Assessment (points)
Technical proposal	65
Economic proposal	35

The documentation provided in the Solvency questionnaire: *Solvency Questionnaire Template_ RFP Biometric solutions for facial recognition LALIGA*, will be reviewed and analysed by LALIGA. Based on this study, LALIGA shall have the right to exclude from this process any participant who does not meet the solvency standards that LALIGA requires from its partners.

LaLiga will assess the nature of the bidders, in terms of the number of companies that are involved in the provision of the different product components and services required. LaLiga, unless justified, will evaluate positively those proposals in which a single company individually provides the components and services indicated in these specifications.

LaLiga will award this RFP to the most advantageous proposal that obtains the best score, through the application of objective award criteria. Moreover, it may declare the tender void in the event that insufficient bids are received, or if they do not adapt to the requirements of this document, or do not meet the level of quality and requirements LALIGA needs in the framework of the RFP.

4.1. Offer Structure

The bidder will prepare the technical and economic offers in the format provided for in this RFP and shall be filed LALIGA ARIBA platform.

If the bidder needs to add additional information in any of the sections of the offer, it can be done by attaching a .zip document called:

- RFP Biometrics Additional Information COMPANY NAME_V1.0

4.2. Economic Offer Structure

The bidder will prepare the Economic offer using the Excel template attached.

The rates will include all the costs related to full offer including service management, training, documentation, and reporting for the monitoring of the project. The prices shall be complete including any related cost of the Service LALIGA will not accept any additional cost once the offer is awarded.

In the event that the bidders considers that there are any additional cost that might be necessary due to the use of computer tools, licenses, etc. it must be included in the Other Costs section.

All Services must be quoted independently, and the discounts offered in the case of awarding several



Services will be indicated in the "Discounts" sheet.

As stated in the Technical Specifications, if one Pilot or Proof of Concept is required to the supplier, the results of the assessment made by LaLiga will determine if the rollout of the solution can continue or will be cancelled without any penalty for LaLiga. Any cost that may generate the Pilot will be assumed by the supplier.

These rates should not include VAT. Payment terms will be 60 days from the date of receipt of the invoice.

The costs will include possible telephone expenses, and in general any direct or indirect cost to be incurred in the normal deployment of the proposed solution.

The cost of the evolutive versions will include the required training, post-implementation support to the user and corrective maintenance (warranty) during the requested period.

Volume discounts: The discount will be understood to be applied to the sum of all concepts in which the bidder is awarded.

The warranty period will be at least one year after acceptance of the equipment, delivery of the service and the installation of the APPS.

LALIGA may exclude those offers which do not comply with this economic structure in form and content, regardless of Annexes of alternative and/or additional economic offers that the bidder may decide to present.

The bidder shall guarantee that the economic offer to be filed is based on the criteria, terms and conditions requested in this Request for Proposal and related Annexes.

The validity period of the economic offer will be 6 months.

4.3. Technical Proposal Structure

Technical description, including the response to all the paragraphs included in the Technical Documentation

Main References with your Success Stories, including names and contact data of customers.

Excel file with the Mandatory / nice to have characteristics of your product (template provided once the bidder indicates its intention to participate in the RFP).

Flexibility in the acquisition of equipment.

5. Information security.



The bidder shall comply with the safety requirements included in the technical RFP documentation. Specifically:

- Section 3.7 Security Requirements of the document "RFP - Biometric solutions for facial recognition Technical Guide".

Therefore, in the document "Technical Responses - RFP - Facial Recognition Solutions LaLiga", the bidder must provide the answers to the different security requirements established in the RFP.

6. Personal Data Protection

6. 1. Personal data processing information:

Both representatives and contact persons of the entities participating in this RFP are hereby informed that their identification and professional contact details will be processed for the purpose of maintaining pre-contractual relations.

The legal basis that legitimises the processing of data subjects' data is the legitimate interest of LALIGA in maintaining commercial relations with the legal entity in which the data subject provides services under Article 19(1)(b) of Organic Law 3/2018, of 5 December, on Protection of Personal Data and Guarantee of Digital Rights.

The personal data covered under this clause may be transferred to Public Administrations and Bodies only when so required by the applicable regulations. They may also be disclosed to external auditors to comply with applicable legal obligations. Other than in these cases, the data will not be communicated to any third party and no international data transfers will take place.

The data to be processed shall be stored for the term of this RFP and, as applicable, after it terminates, to the extent that contact is maintained and for any future commercial relationships. Once this period has expired, the data will be duly blocked for the time necessary to meet any possible liabilities that may arise from their processing. The entities participating in this RFP undertake to communicate the content of this clause to the employees whose personal data may be processed, expressly informing them that they may at any time exercise their rights of access, rectification, deletion, opposition, not to be subject to automated decisions, and limitation of processing, as well as data portability, by writing to LALIGA, sending an e-mail to the following address: lopd@laliga.es . It should also be noted that if the data subject is not satisfied with the exercise of their rights or with the data processing carried out, they may file a complaint with the LaLiga Data Protection Officer (dpo@laliga.es) or with the Spanish Data Protection Agency through its website: www.aepd.es.

7. Liability of the Bidder.



The bidder shall be liable and responsible for:

- a. The veracity of the data and information provided in its offer.
- b. The quality and correct performance of the work undertaken by its staff.
- c. The appropriate behaviour of its staff, in particular in terms of the confidentiality of information and documents to which they have access.
- d. The correct safekeeping and processing of data and information to which its staff has access in the performance of their duties.
- e. The damages or prejudices that the awardee company and/or its staff may cause to LALIGA, its directors, employees, subsidiaries or associates and/or third parties as a result of the performance of the subject matter of this Contract, holding them harmless of any claims, procedures, damages, costs, fees (including legal fees), interests and costs, whether direct or indirect, including loss of profits.

8. Final Award.

8.1 Formalisation of the Contract

The contract formalising the award of this RFP shall be drawn up within 45 calendar days from the day after receipt of the notification of the provisional award (the "Contract"). When, for reasons attributable to the supplier, or due to failure to reach an agreement on the particular terms of the contract, the contract cannot be signed within the indicated period, LALIGA may agree to cancel the award, without the supplier being able to claim any rights for this, as well as any compensation for not carrying out the contract. Therefore, the provisional award will be conditional upon the subsequent signing of an agreement with the company awarded the contract, which includes all the requirements established by LALIGA in this document and in the offer.

This document shall form part of the contract, as proof of its conformity. In fact, the mere submission of an offer under the provisions of this RFP constitutes express submission to this RFP and all that is contained therein in the terms expressly set forth herein, which may not be modified in the contract. Its modification or attempted modification shall imply the non-acceptance of the provisions of this document and, therefore, shall be just cause for the non-execution thereof.

In the event of doubt when concluding the contract, the provisions of these Request for Proposal (RFP) shall prevail over the content of the offer submitted by the successful awardee.

8.2 Other contractual conditions

- **Term:** The duration of the Contract will be 3 years. It could be renewed at the end of the third year, prior written agreement of the parties.



- **Payment terms:** 60 days as from the date of receipt of the invoice

- **Warranty:** The warranty period will be at least one year after acceptance of the equipment, delivery of the service and the installation of the APPS.

- **Intellectual Property Rights warranties and license grant:** The bidders must have full title and rights over the solution in order to grant LALIGA the relevant licenses to use the solution with the scope and during the term of the Contract. LALIGA will be fully entitled to sublicense the solution to (some or all) its affiliated clubs without any further authorization from the successful bidder nor additional consideration to the successful bidder or any third party.

The successful bidder shall represent and warrant: (i) that the solution (including all the software and hardware elements and related materials such as user manuals and technical documentation) and services under the Contract (also including any improvements or modifications the successful bidder may develop in the course of performing the services) are free from any third-party rights, costs and/or any liens and encumbrances and (ii) that it has and shall maintain all rights, including any Intellectual Property Rights and other proprietary rights, to the solution in order to grant LALIGA the rights to use the solution and to authorize LALIGA and its sublicensees to exploit the solution in accordance with the rights granted and subject to the provisions in the Contract.

Subject to the terms of the Contract, the successful bidder shall agree to indemnify, defend and protect LALIGA and the authorized clubs (including its affiliates and related entities and their respective shareholders, officers, directors, employees and agents) from and against all lawsuits and costs of every kind pertaining to the solution and the services provided, including reasonable legal fees, due to the successful bidder's infringement of the Intellectual Property Rights or any proprietary rights of any third party.

For the purposes of this section, "**Intellectual Property Rights**" means all the rights recognised by any applicable intellectual property laws for any purpose and for any form of use (in particular, copyright, rights similar or related to copyright, or sui generis rights to databases), as well as all rights recognised by any applicable industrial property law (in particular, patents, utility models, industrial models and designs, designs and trademarks), including also domain names and know-how, whether registered, applied for or unregistered, and including, in any event, the power to apply for the appropriate registrations to obtain or protect such rights.

Note: The contractual terms and the respective obligations of the parties within the execution of the project will be further detailed and complemented by the provisions specified in the Contract/s to be entered into by and between the successful bidder and LALIGA.

8.3 Early termination:



LALIGA reserves the right to terminate, at any time, this tender, without the need to justify its decision or give any right to compensation, if for reasons beyond its control, during the development of this tender, any regulation, judicial or administrative resolution is published, including the mere initiation of disciplinary proceedings, related to the processing of personal data through biometrics-based technologies that could affect, even indirectly, the viability of the project.

The Parties agree that they may terminate this Agreement early and without the right to any compensation or penalty, if the competent supervisory authority:

Orders LALIGA, its subsidiaries or affiliated clubs/SADs, that the processing operations carried out with the technology based on facial recognition are carried out in the manner and/or within deadlines incompatible with the terms provided for in this Contract.

Impose on LALIGA, its subsidiaries or affiliated clubs/SADs a temporary or definitive limitation on the processing of personal data carried out with the contracted facial recognition technology, including its prohibition.

8.4 Exit clause:

The contract may be terminated in advance by LALIGA without any right to compensation or penalty if the competent supervisory authority:

- Instructs LALIGA, its subsidiaries or affiliated clubs/SADs ("Public limited sports companies"), that the processing operations carried out with technology based on facial recognition are performed in a manner and/or in terms incompatible with the conditions provided for in the Contract.
- Imposes on LALIGA, its subsidiaries or affiliated clubs/SADs a temporary or final limitation on the processing of personal data related to the contracted facial recognition technology, including its prohibition.

9. APPLICABLE LAW AND JURISDICTION

This RFP will be governed by and interpreted according to Spanish law and will be subject to the exclusive jurisdiction of the courts of the City of Madrid.