



AMERICA'S CUP EVENT AUTHORITY
AMERICASCUP.COM



Request for Proposal Security Services 35th America's Cup, Bermuda 2017

1.1 Invitation

The America's Cup Event Authority ("ACEA") and America's Cup Bermuda (ACBDA) have issued this Request for Proposal ("RFP") to provide the services described in Appendix A attached (the "Services").

1.2 Background

The America's Cup is the oldest trophy in international sport and the preeminent international sailing competition. Initially a one-on-one competition between teams representing the nations of their respective yacht clubs, the America's Cup has evolved into a multi-team competition featuring the best sailors in the world on the world's fastest and most innovative boats – wing-sailed and foiling AC45 and AC50 catamarans.

The 35th America's Cup begun in 2015 and has carried on through 2016 with the Louis Vuitton America's Cup World Series, raced in venues around the world. This feeds into the main events in 2017, which will narrow the field to just two: the top challenger and the defender, ORACLE TEAM USA, who will then face each other in the 35th America's Cup Match in Bermuda in June of 2017.

The Events will be sailing races with accompanying live entertainment, an interactive sponsor, spectator and fan experience zone called the America's Cup Village, comprehensive hospitality and guest experience offerings (both on-land and on-water) and a world class global television broadcast.

The Events will take place at the Royal Naval Dockyard in Bermuda from 26 May 2017 to 28 June 2017.

1.3 Objective

ACEA & ACBDA is seeking a vendor of record for the Supply of Security Services for the America's Cup Village in Dockyard, Bermuda. Our goal is to obtain fair value for money while aligning ourselves with a service-oriented, socially responsible firm that best matches our principles and priorities while offering competitive pricing for our supply requirements.

The America's Cup is a high end international sporting event and as such will require Security Services to be performed to a high standard with a high level of integrity.

APPENDIX A DESCRIPTION OF SERVICES AND SUPPLIED ITEMS

1. INTRODUCTION

ACEA has the responsibility of delivering the America's Cup Village ("Village") for the 35th America's Cup in Bermuda in May and June 2017. The America's Cup Village will be made up of a number of temporary facilities including team bases, hospitality facilities, media and broadcast facilities, sponsor activations, food and beverage outlets, entertainment and educational areas including a 'kids zone' as well as public race viewing and seating areas.

The ACBDA is the organisation responsible for delivering the Government of Bermuda's responsibilities as outlined in the Host Venue Agreement between the Government of Bermuda and the ACEA.

2. OBJECTIVE

ACEA & ACBDA are looking to appoint a Security Services Supplier ("Supplier") or Security Services Suppliers ("Suppliers") to provide access control and a visible security presence for a number of temporary facilities in the America's Cup Village as well as providing overnight security services and asset protection for the duration of the Event in May and June 2017.

3. SCOPE OF WORK

The scope of work includes, but is not limited to, the following (the "Work" or "Works"):

3.1 Pre-Event

The ACEA will officially take control of the site at Cross Island, Dockyard on 01 April 2017. From this date the ACEA will be responsible for securing the site and as such overnight security will be required to control access into Cross Island for off hours servicing and construction works as well as to provide asset protection. It is expected that 2-4 (TBC) security personnel will be required to fulfil this role.

3.2 Event

3.2.1 Access Control

Hospitality Venues

The America's Cup Village will include two main hospitality facilities; Club AC and the Longtail Lounge.

Club AC is the America's Cup Tier 1 hospitality facility taking prime position in the America's Cup Village with sweeping views of the racecourse. Club AC will operate from 26 May 2017 through to 28 June 2017 (expected end date). It will cater for up to 500 invited guests (up to 650 guests for AC matches) and will open to guests from 11:00 to approximately 18:00 (with late nights on weekends) for each day the America's Cup Village is open. A full bar service will be included and there is a potential for additional services being required for any private functions. It is expected that 4 (TBC) security personnel will be required for Club AC during opening hours.

The Longtail Lounge is the America's Cup Tier 2 hospitality facility catering for up to 500 ticketed guests per day. The Longtail Lounge will operate from 26 May 2017 through to 28 June 2017 (expected end date). It will open from 11:00 to 18:00 (with late nights on weekends and/or for private functions) on each day the America's Cup Village is open. A full bar service provided will be provided and there is a potential for additional services being required for any private functions. It is expected that 3 (TBC) security personnel will be required for the Longtail Lounge during opening hours.

Retail Store

The America's Cup Village will contain a 600sqm Retail Store which will sell licensed America's Cup merchandise to America's Cup Village ticket holders. The store will operate from 11:00 to approximately 18:00 (with late nights on weekends) for each day the America's Cup Village is open. The store will require 2 (TBC) security personnel during open hours.

Main Stage

The America's Cup main stage will be located in the heart of the America's Cup Village and will include daily a 'dock out' show as well as pre and post racing entertainment. The stage area and 'back of house' area will require a security presence during America's Cup Village opening hours. It is expected that this role would be fulfilled by 1-2 security personnel.

Red Bull Youth America's Cup Team Base

The America's Cup Village will include the team bases. While each team is responsible for their own security the ACEA is responsible for the security of the Red Bull Youth America's Cup team base. This position would be to ensure the base remains secure during event opening hours and is accessed by accredited personnel only. It is expected that this role could be fulfilled by 1 security personnel.

Docks

Access to the America's Cup Village will be possible from both land and water with a number of docks providing direct access into the America's Cup Village. These docks are to be used accredited personnel only and as such will require a security presence during America's Cup Village open hours.

Broadcast Centre

The America's Cup Broadcast Centre will be located in the Broadcast Compound on Pender Road adjacent to the Prison Officers Recreation Club. The Broadcast Compound is to be accessed by accredited personnel only and as such a security presence will be required during open hours (exact hours TBC).

Transportation Hub

A purpose built transportation hub is being constructed in Dockyard for the purpose of servicing the America's Cup Village. 4 security personnel are required for this location during event hours.

Road Traffic Access

Vehicle traffic into Dockyard during the America's Cup will be restricted on certain days and times to accredited vehicles only. Checkpoints will be established on the road/s into Dockyard. 4 security personnel will be required to manage this checkpoints and either allow access or turn away vehicles.

Prince Alfred Terrace

Prince Alfred Terrace comprises 13 units which will be utilized by ACEA and ACBDA as a combination of offices and accommodation. Units 1-3 will be comprise the Joint Agency Command Centre and a medical clinic. It is anticipated that 2 security personnel will be required to oversee this facility.

3.2.2 Event Time Crowd Management

The America's Cup Village is anticipated to cater for up to 13,000 people per day on peak days. With an estimated 5,000-6,000 of the 13,000 being general public ticket-holders there will be a requirement to have a crowd management plan in place. As part of the crowd management plan we will require a number of crowd managers or crowd stewards to maintain a safe event and to move crowds where required for operational reasons.

It is estimated that approximately 10 security personnel will be required to fulfill this role. This number will change depending on attendance on any given day and these individuals may not necessarily require the same level of training or experience as some of the other roles outlined in this RFP.

A full crowd management plan is being developed and will be shared with the successful supplier or suppliers. The crowd management plan will further define the numbers required for this role.

3.2.3 Search and Screening

An integral part of the Security Plan for the America's Cup is providing a safe and secure venue. Search and screening areas will be established at the main entry points to the America's Cup Village where search and screening procedures will be undertaken in accordance with the prescribed policy of the ACEA and ACBDA. A number of screening lanes will be set up in these locations where patrons will enter the America's Cup Village and where the search and screening will be undertaken. It is expected that 16 security personnel will be required to fulfill this role however this may be scaled up or down depending on demand and threat level.

Training will be provided to the successful Supplier or Suppliers in accordance with the agreed search and screening procedure.

Summary of Event Requirements

Location	Positions
Club AC	4
Longtail Lounge	3
Retail Store	2
Main Stage	2
Docks	4
Red Bull Youth	1
Broadcast Centre	1
Transportation Hub	4
Road Traffic Access	4
Prince Alfred Terrace	2
Crowd Management	10*
Search & Screening	16
Total positions**	53

*Total positions excludes supervisors and relief personnel.

**Crowd Management requirements pending Crowd Management Plan due end February 2017.

3.3 Event 'After Hours'

During times when the America's Cup Village is closed to the public there will be a requirement for 'after hours' security to ensure only accredited personnel access the site and that America's Cup and America's Cup partner assets remain secure.

The 'after hours' security will also need to include a number of sites not in the America's Cup Village these additional sites include;

- America's Cup Broadcast Compound located on Pender Road
- America's Cup Volunteer Centre located at the Prison Officers Recreation Club on Pender Road
- Prince Alfred Terrace
- Sail Loft Building

It is anticipated that some of the 'after hours' security may include monitoring of CCTV however the scope of this is not yet fully known.

It is expected that 'after hours' security could be performed by 3-4 security personnel.

3.4 Post Event

Pack-out of the America's Cup Village will commence immediately upon conclusion of the 35th America's Cup. Event pack-out is typically a high risk time with regard to asset protection as such security personnel will be required to oversee the pack-out, ensuring only accredited personnel are allowed access to facilities and to the site as well as conducting any vehicle checks that may be required.

A more detailed scope will be provided for event pack-out at a later date.

4. INFORMATION TO BE PROVIDED IN RESPONSE

- Responses to include company size including number of permanent and casual employees.
- Responses to include company standard job specifications relative to the different levels of security personnel it would engage to perform the Services. ACEA & ACBDA are interested in the hierarchy of security personnel based on experience as well as core roles and responsibilities in relation to the Services. Each Respondent should include the minimum qualifications associated with each role.
- Responses to include detailed itemised budgets and hourly rate.
- Responses to include typical shift timings and any restrictions on hours worked or minimum shift hours.
- Response to include staff uniform picture or description.
- Responses to include examples of previous or current clients and scope of work performed.
- Responses to include any office space/briefing room requirements.

Please note if you are only responding in part to this RFP please clearly indicate in your response those areas that you are responding to.

5. ADDITIONAL INFORMATION

- Event time America's Cup Village 'open hours' security positions will largely be static and 'after hours' security to be roaming.
- Refer to attachments for additional information regarding the America's Cup Event Village and America's Cup Event Schedule. Service hours for the America's Cup Village are from AC Village close through to 10:00 (TBC) the following morning prior to AC Village opening.

5.1. ATTACHMENTS

1. America's Cup Event Village Masterplan (Confidential Information)
2. America's Cup Event Calendar

For additional information or queries in relation to this RFP please contact:

Brett Kennerley
Head of Venue Development and Operations
America's Cup Event Authority
brett.kennerley@americascup.com

Shane Rowe
Head of Operations and Logistics
America's Cup Bermuda
sr@acbda.bm

6. RFP SCHEDULE AND KEY DATES

Jan 2017	RFP open
17 Feb, 2017	RFP responses submitted to ACEA
Feb - Mar 2017	Scope of work and budget agreed
Mar 2017	Successful supplier appointed
30 Mar 2017	Terms agreed and contract signed
01 Apr 2017	Pre Event Security commences
19 May 2017	Event Village build to be complete
22 May 2017	First day of practice racing
26 May 2017	Event Village Official Opening
28 June 2017	Event Village closes*
29 June 2017	Event Village pack-out commences**

*Earliest finish date could be Sunday 25 June if one competitor wins 7 races consecutively

**Anticipated pack-out commencement based on 28 June close

7. RFP SUBMISSION

Please indicate in your response if you are only responding in part to this RFP.

Deadline for responses: **Friday 17 February 2017**

Please submit responses via email to:

Brett Kennerley
Head of Venue Development and Operations
America's Cup Event Authority
brett.kennerley@americascup.com

Shane Rowe
Head of Operations and Logistics
America's Cup Bermuda
sr@acbda.bm

LEGAL TERMS

In responding to this RFP, each Respondent accepts and agrees to be bound by and to comply with the terms of this RFP generally, including (without limitation) the terms and conditions set out below (which apply in each case equally to all Respondents).

Definitions

Unless otherwise defined herein, capitalised words contained in this RFP have the meanings given to them below.

"35th America's Cup"	Means the Louis Vuitton America's Cup World Series, the Louis Vuitton America's Cup Qualifiers, the Louis Vuitton America's Cup Challenger Playoffs and the 35th America's Cup Match presented by Louis Vuitton, as well as any other events announced by ACEA as part of the 35th America's Cup.
"Confidential Information"	Means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of ACEA and its group companies, including all information contained in or relating to this RFP, and any other information clearly designated as being confidential to ACEA (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
"Event"	Means the 35th America's Cup.
"Event Village"	Means the America's Cup Event Village in Dockyard, Bermuda.
"Respondent"	Means any party that is considering whether or not to respond or which responds to this RFP.
"Response"	Means all documents and information submitted or presented by a Respondent supporting its bid to provide the Services to ACEA.
"Services"	Means those services and deliverables referenced in this RFP.
"Teams"	Means those yacht clubs and their representative sailing teams that participate in the whole or part of the 35th America's Cup from time to time.

Terms and Conditions

1. ACEA reserves the right, at any time and in its absolute discretion, to accept or reject Responses (or to permit any Respondent to resubmit its Response in the event that such Response fails to meet any or all of the desired criteria or requirements), to pursue negotiations with any number of Respondents, to withdraw from negotiations with any Respondent at any time and to suspend, discontinue, modify, amend and/or terminate this RFP and/or the RFP process at any time. Respondents acknowledge that ACEA may decide to organise the Services on its own or without appointing any third party, or through a third party not selected pursuant to this RFP.
2. Nothing in this RFP or in any communication made by ACEA or its officers, employees, representatives, agents and/or advisers in relation to this RFP shall constitute an offer of a contract or a binding contract between ACEA and any Respondent.

3. ACEA has taken reasonable care to ensure that this RFP is accurate in all material respects. This RFP is provided by way of broad overview explanation of the Services required by ACEA and ACEA nor any of its officers, employees, representatives, agents and/or advisers makes any representation or warranty or accepts any responsibility for the accuracy or completeness of the information contained in this RFP or in any subsequent correspondence by ACEA in relation to this RFP, nor shall they be liable for any loss or damage suffered by any Respondent or any other third party in reliance on this RFP or any subsequent communication with ACEA in relation to this RFP.
4. Without prejudice to paragraph 3 above, this RFP does not contain any representation upon which any Respondent or other recipient may be entitled to rely at any point in time in order to bring any claim, action or proceedings against ACEA and/or its associated entities and/or any of their respective officers, employees, representatives, agents and/or advisers (whether for misrepresentation or otherwise). This RFP is incapable of creating any liability for ACEA and/or its associated entities and each Respondent hereby irrevocably and unconditionally waives any and all rights it may have, now or at any time in the future, to bring any claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any Respondent, the selection procedure or otherwise in relation to this RFP process.
5. Each Respondent represents, warrants and undertakes to ACEA that any and all information contained in its Response and/or submitted in connection with its Response, and any and all representations made by or on its behalf to ACEA, during the course of the RFP process shall not be false, inaccurate or misleading in any respect. ACEA is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any Response and/or submitted in connection with any Response in assessing any Respondent's ability to perform and deliver the Services.
6. Each Respondent agrees to keep confidential at all times, whether during or after the RFP process, all Confidential Information and to take all necessary steps to preserve the strict confidentiality of such Confidential Information, including (without limitation) by disclosing relevant material to its officers, employees, representative, agents and/or advisers only on a strictly "need to know" basis and only for the purpose of this RFP process.
7. No Respondent is entitled to make any announcement relating directly or indirectly to this RFP or its Response.
8. Each Respondent is responsible for any and all costs, expenses and liabilities incurred (directly or indirectly) by or on its behalf in the preparation and submission of its Response and/or any negotiations with ACEA following receipt by ACEA of its Response. Under no circumstances will ACEA and/or its associated entities and/or any of their respective officers, employees, representatives, agents or advisers be responsible for any costs of any Respondent associated in any way with this RFP process.
9. Each Respondent acknowledges that any and all intellectual property rights of the 35th America's Cup and/or of ACEA (including, without limitation, to the name, marks, logos and trophies for the 35th America's Cup) remain, as between the Respondent and ACEA, the exclusive property of ACEA. Furthermore, any materials provided by ACEA to any Respondent shall belong exclusively to ACEA. No Respondent shall claim ownership over any rights including (without limitation) intellectual property rights, in relation to the ideas, concepts, material or any other rights contained in this RFP.
10. In consideration of ACEA receiving and reviewing its Response, each Respondent confirms and warrants that it has read, understood and accepted the terms and conditions set out in this RFP, which take precedence over any provisions contained in any other communications between the Respondent and ACEA.
11. No terms seeking to restrict in any way the discretion of ACEA in considering a Respondent for provision of the whole or any part of the Services will be accepted.

12. This RFP and all related documentation shall be governed by and interpreted in accordance with laws of Bermuda and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the Bermuda courts.