



AMERICA'S CUP EVENT AUTHORITY  
AMERICASCUP.COM

## **Request for Proposal Supply of Plumbing Services 35<sup>th</sup> America's Cup, Bermuda 2017**

### **1.1 Invitation**

The America's Cup Event Authority ("ACEA") has 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 is seeking a vendor of record for the Supply of Plumbing 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 Village will have a high end look and feel to reflect the Event's status as a world class sporting event and as such will require Plumbing Services to be performed to a high standard.

**APPENDIX A  
DESCRIPTION OF SERVICES AND SUPPLIED ITEMS**

**1. INTRODUCTION**

ACEA has the responsibility of delivering the America’s Cup Village (“Village”) for the 35<sup>th</sup> 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.

**2. OBJECTIVE**

ACEA is looking to appoint a Plumbing Services Supplier (“Supplier”) or Plumbing Services Suppliers (“Suppliers”) to connect and maintain water and waste connections inside and outside of the America’s Cup Village 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. Connection of Facilities**

The America’s Cup Village will include a number of temporary facilities where a water and/or waste connection will be required. These facilities are outlined below along with their respective requirements:

<b>Facility</b>	<b>Water Connection</b>	<b>Waste Connection</b>	<b>Grey Water Connection</b>
Club AC (500 pax hospitality facility including full commercial kitchen)	Required for kitchen, washrooms (guest and staff) and showers (guest and staff)	Required for kitchen and washrooms (guest and staff)	Required for kitchen and washrooms (guest washrooms and staff washrooms)
Longtail Lounge (250 pax hospitality facility including satellite kitchen)	Required for kitchen, washrooms (guest and staff)	Required for kitchen and washrooms (guest and staff)	Required for kitchen and washrooms (guest washrooms and staff washrooms)
Media Centre	Required for washrooms (guest and staff)	Required for washrooms (guest and staff)	Required for washrooms (guest and staff)
F&B Concessions (x5)	Required for Back of House areas		Required for Back of House areas

It is expected all facilities will be plumbed into a mains water supply (WEDCO) however it has been advised that for the larger facilities day tanks/pressure tanks may be required. Mains sewage connection is available on site.

Construction for the first facility will commence second week February 2017.

**3.2 On Site**

In addition to connecting facilities respondents are asked to include a budget to provide an on-site presence in the America’s Cup Village from approximately 26 May 2017 to 28 June 2017. This person should be a qualified plumber and will be ‘on-call’ at the site to resolve any plumbing related issues.

**4. INFORMATION TO BE PROVIDED IN RESPONSE**

- Responses to include company size and number of permanent and casual employees.

- Responses to include indicative budget and hourly rates and description of services provided.
- Responses to include examples of previous or current clients and scope of work performed.

## 5. ADDITIONAL INFORMATION

- The Supplier or Suppliers should provide all required equipment including all piping and day tanks.
- Below ground installation may not be necessary in all instances and above ground supply may be possible.
- Refer to attachments for additional information regarding the America's Cup Event Village and America's Cup Event Schedule.
- Additional information including CAD drawings is available on request.

### 5.1. ATTACHMENTS

1. America's Cup Event Village Site Plan (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](mailto:brett.kennerley@americascup.com)

## 6. RFP SCHEDULE AND KEY DATES

Feb 2017 – RFP open  
 03 Mar 2017 – RFP responses submitted to ACEA  
 17 Mar 2017 – Final scope of work and budget agreed  
 24 Mar 2017 – Successful supplier appointed  
 31 Mar 2017 – Terms agreed and contracted  
 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 03 March 2017**

Please submit responses via email to:

Brett Kennerley  
 Head of Venue Development and Operations  
 America's Cup Event Authority  
[brett.kennerley@americascup.com](mailto:brett.kennerley@americascup.com)

## 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.