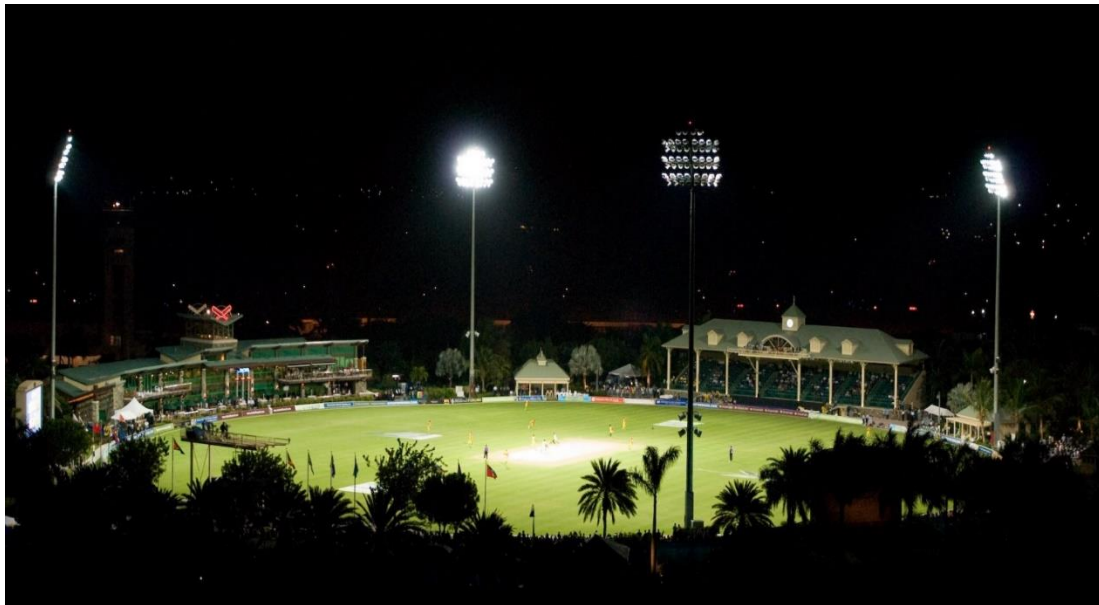


REQUEST FOR PROPOSAL



“Unlocking The Potential” CCG Land-Use Master Plan Design Concept



In Strict Confidence

Date of Issue: June 25, 2021
Closing Date: August 30, 2021

Introduction

Three years ago, in 2018, Cricket West Indies (CWI) significantly strengthened its long-standing relationship with the Government of Antigua & Barbuda (GOAB), when the facilities of the former Stanford Cricket Ground were jointly acquired. In recognition of cricket's socio-economic importance to Antigua and the entire region, both parties formed Coolidge Cricket Ground Inc. (CCG), incorporated in Antigua & Barbuda. CCG is comprised of the Cricket Stadium, the former Sticky Wicket restaurant, an airport parking lot, and the Antigua Athletic Club (AAC).

The focal objective of CWI's involvement is the opportunity to develop a world class High-Performance Cricket and Entertainment Centre of its own, and to relocate and consolidate its Antigua-based office headquarters to CCG. Team preparatory camps, and regional and international cricket events, are already being hosted at CCG, in an environment which is custom-made, while utilizing facilities which are now being maintained to the highest quality.

CCG's strategically located and sizeable 20-acre property, can also house a variety of services which will help to transform the facility into a more financially sustainable entity. Opportunities are focused on cricket development, entertainment and business services, all of which will meaningfully contribute to the Antiguan and Barbudan economy through 'sportainment' tourism, and other revenue creating events.

The primary motivators for the redevelopment of the CCG property which drive this project include:

1. Producing world-class cricketers
2. Achieving financial Sustainability for CWI and CCG
3. Forming strong partnerships with relevant local and regional stakeholders
4. Maintaining cricket's relevance and heritage for future generations
5. Contributing positively to the local Antiguan & Barbudan economy and community

This Request for Proposal document invites qualified architectural and/or Engineering firms or individuals to assist CWI to realise its vision for CCG, by first developing a land use master plan concept.

REQUEST FOR PROPOSAL

Redevelopment of Coolidge Cricket Ground: A cricket development, sports tourism, and entertainment destination

CONTENTS

To design and develop a concept master plan for the 20-acre property known as Coolidge Cricket Ground (CCG). CCG is envisioned to be a unique multi-sport, multi-cultural and multi-functional, cricket and entertainment centre, fully leveraging its prime location alongside the VC Bird International Airport.

The purpose of this REQUEST FOR PROPOSAL (RFP) is to invite interested and qualified Antiguan and Caribbean based Respondents to submit Proposals for the right to provide Architectural Designs of the CCG redevelopment project and subject to the terms and conditions set out in this RFP. Caribbean based Respondents can enter into design partnerships with non-Caribbean associates if they so desire.

This RFP is comprised of the following documents:

- PART A RFP Conditions
- PART B Closing Date and Evaluation Criteria
- PART C Scope of Work
- APPENDIX Proposal Response Template

Unless otherwise defined elsewhere, capitalised terms used in this RFP shall bear the meanings given to them in Part A (RFP Conditions).

This RFP is no more than a REQUEST FOR PROPOSAL and constitutes neither a contract nor an offer which is capable of acceptance by any Respondent.

A condition of any successful Respondent being appointed by Cricket West Indies (CWI) and Coolidge Cricket Ground Inc. (CCG) Boards of Directors, is the execution of the Agreement by said Respondent. Should there be any conflict between the Agreement and any element of this RFP, the Agreement, once executed, shall prevail.

All enquiries in connection with this REQUEST FOR PROPOSAL should be directed to:

Ms. Nelecia Yeates – General Manager

Coolidge Cricket Ground,
Coolidge,

St. John's, **ANTIGUA**

Email: nyeates@cricketwestindies.org

Mr. Lynford Inverary – Business Planning Manager

Cricket West Indies,
Factory Road

St. John's, **ANTIGUA**

Email: linverary@cricketwestindies.org

Part A RFP CONDITIONS
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1. Interpretation

In this RFP, unless the context otherwise requires:

"Agreed Purpose" has the meaning given in clause 2.19 of this Part A (RFP Conditions).

"Agreement" means each long-form agreement (including any schedules and appendices thereto) to be entered into between CWI, CCG or such other third party as the CWI/CCG may nominate at any time prior to the execution of the Agreement) and the successful Respondent governing the provision of the Services by the Successful Respondent.

"Closing Date" means the time and date for the close of this RFP nominated by CWI/CCG and outlined in clause 3 of this Part A (RFP Conditions) which can be changed by CWI/CCG at its discretion.

"Confidential Information" means all documents, information, know-how and data, in any form, and in any media relating to or concerning the Tournament, this RFP, CWI/CCG, the ICC, the RFP Process and/or otherwise connected with any of the foregoing which is or comes into a Respondent's possession and is marked "Commercial in Confidence", "Confidential" (or any similar wording) or would otherwise reasonably be regarded as confidential, including but not limited to:

- (a) strategies, projects, policies and business plans;
- (b) financial information;
- (c) marketing and advertising concepts, plans and materials; and
- (d) drawings, designs, patterns, samples, models, plans, trade-marks and logos,

but excluding information which:

- (e) is in or comes into the public domain otherwise than as a result of a breach of this RFP; or
- (f) at the time of first disclosure to or observation by the Respondent is proven to already be in the Respondent's lawful possession.

"CWI" means Cricket West Indies Inc., the governing body for cricket in the West Indies

"CCG" means Coolidge Cricket Ground.

"RFP" means this REQUEST FOR PROPOSAL, including all its appendices and as amended, supplemented or replaced from time to time.

"RFP Conditions" means the terms and conditions that govern the RFP Process as set out in this Part A.

"RFP Documents" means the following documents (including any amendments, supplements and/or replacements to such documents), provided to the Respondents by CWI/CCG including without limitation:

- RFP cover letter;
- RFP Conditions;
- Annexures;
- Scope of Work;
- Proposal Response Template;
- Agreement; and
- any drafts, schedules and/or annexure of the above documents and any other documents required to be submitted by the Respondent pursuant to this RFP.

“RFP Process” means the entire procedure conducted by CWI/CCG to select and appoint the Successful Respondent(s) for the provision of the Services and the subsequent negotiation, finalisation and execution of the Agreement(s).

“Laws” means the requirements of all applicable statutes, rules, regulations, proclamations, ordinances or by-laws present or future.

“Marks” means all marks and logos registered or unregistered designated by the CWI or ICC for use in relation to the Business Plan, including without limitation the CWI/CCG name, and logo.

“Proposal” means a proposal by the Respondent in response to this RFP, together with any subsequent clarifications.

“Proposal Response Template” means the template to be used by the Respondent for its Proposal, in the form set out at the Appendix.

“Public Announcements” means any release, comment, provision or disclosure of any information to any media entity or anyone engaged in the provision of information to the public.

“Respondent” means any person which is considering whether or not to submit or which submits from time to time a Proposal in response to this RFP.

“Scope of Work” means the document that sets out the background information on the Tournament, the purpose of the RFP and describes in detail the Services to be provided by the Successful Respondent, as set out in Part C.

“Services” means the provision of the Services outlined in the Scope of Work.

“Statement of Compliance” means the statement to be completed and executed by the Respondent as part of its Proposal, as set out in Schedule 1 of the Proposal Response Template at the Appendix.

“Successful Respondent” means the Respondent or Respondents selected to provide the Services pursuant to the RFP Process.

2. RFP Conditions

Status of RFP Conditions and Scope of Work

- 2.1 In participating in the RFP Process and/or submitting a Proposal, Respondents agree to be bound by and accept the terms and conditions set out in this RFP and they shall procure that other relevant parties,

including any third party agencies acting on their behalf, agree to be bound by and accept such terms and conditions.

- 2.2 These RFP Conditions apply on receipt by the Respondent of this RFP. If a Respondent does not accept all of these RFP Conditions it must immediately return this RFP to CWI/CCG and the Respondent will not be entitled to participate further in the RFP Process.
- 2.3 In the event of any inconsistency between these RFP Conditions and any other communication between CWI and/or CCG and any Respondent (with the exception of the Agreement), these RFP Conditions will prevail.
- 2.4 The Scope of Work, which forms part of the RFP, sets out information in relation to CWI's and CCG's operations, the purpose of the RFP and a description of the Services to be provided by the Successful Respondent.
- 2.5 CWI/CCG reserves the right, at any time during the RFP Process (including after the Closing Date):
 - a) to change any aspect of this RFP,
 - b) to issue any separate amendment or addendum to this RFP (which will become part of this RFP upon issue),
 - c) to issue an amended RFP in place of this RFP,
 - d) to refuse to consider any Respondents or to withdraw this RFP.
 - e) Respondents acknowledge that the CWI/CCG may decide to organise the Services on its own or without appointing any third party and that the CWI/CCG may increase, decrease, suspend, discontinue and/or modify its requirement for the Services in respect of the Tournament.

Information provided by CWI/CCGI

- 2.6 All information in relation to the RFP Process provided by the CWI/CCG, whether in the RFP Documents or otherwise orally or in writing, is provided in good faith to assist Respondents to assess and respond to the RFP. The information does not intend to exhaustively cover every element of the proposed opportunity.
- 2.7 Neither CWI, 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 the CWI/CCG in relation to this RFP Process, nor shall they be liable for any loss or damage suffered by any Respondent or any other third party as a result of any inaccuracy or inadequacy in any information provided to the Respondent, or any reliance on this RFP or any subsequent communication with CWI.

Respondent must make own investigations and enquiries.

- 2.8 The Respondent accepts that it must not rely solely on the information provided by the CWI/CCG when considering whether to participate in the RFP Process. The Respondent acknowledges that it must make all

necessary investigations for it to become thoroughly informed about the subject matter of the RFP Process and the Services and that it is the Respondent's responsibility to interpret and assess the relevance, accuracy and adequacy of the information provided by the CWI/CCG.

- 2.9 The Respondent will be expected to have examined all information which is relevant to the risks, contingencies and other circumstances which could affect its Proposal and which is obtainable by making reasonable enquiries. If oral statements are made at any time during the RFP Process which the Respondent considers important, it should request confirmation in writing from CWI/CCG. A non-written response to any Respondent request for information or clarification will not be binding on CWI/CCG.
- 2.10 The Respondent may request clarification or elaboration from the CWI/CCG of any of the RFP Documents or other information provided during the RFP Process. All requests must be made in writing to the nominated email address. The CWI/CCG shall, where possible, respond to reasonable requests for clarification or elaboration made by Respondents at any time during the RFP Process. CWI/CCG shall attempt to respond to all requests in as expeditious a manner as possible and in such a form as the CWI/CCG considers appropriate. CWI/CCG reserves the right to make its response to any request from any Respondent available to all relevant Respondents without revealing the identity of the initial enquiring party.
- 2.11 CWI/CCG may not be able to provide responses and/or additional information to all requests for clarification or elaboration relating to this RFP Process and it shall definitely not be able to do so if such requests are sent less than five business days before the Closing Date.

Intellectual property

- 2.12 Each Respondent acknowledges that any and all intellectual property rights of CWI and CCG (including, without limitation, to the Marks and other intellectual property rights relating to the Business Plan) remain the exclusive property of CWI and CCG (as appropriate).
- 2.13 The Respondent acknowledges and agrees that all intellectual property rights, including but not limited to, copyrights, patents, trade-marks, designs, brand names, logos, data, circuit layouts, clothing, digital images, photographs, artwork and Confidential Information discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the RFP Process will vest in, and are assigned to, CWI/CCG on creation. The Respondent must execute, and must procure that relevant third parties execute, all documents and do all things required to give effect to this clause.
- 2.14 If any material, matter or thing (including software, documentation or data) is owned by the Respondent and such material, matter or thing is incorporated in or attached to any intellectual property owned by IBC (whether pursuant to this clause or otherwise), the Respondent grants CWI a perpetual, irrevocable, transferable and royalty free licence (including the right to sub-license) to exercise all intellectual property rights in such material, matter or thing for the purpose of accessing and using the intellectual property owned by CWI as referred to in this clause.

- 2.15 CWI acknowledges that nothing in clauses 2.13 or 2.14 of these RFP Conditions purports to assign any rights in any underlying concepts, processes and technologies referred to in any Proposal which were created or developed by the Respondent prior to the Respondent's participation in this RFP Process or to any pre-existing trademark of the Respondent.
- 2.16 The Respondent warrants that all materials submitted as part of the Proposal will be original and that any reproduction or other use of the materials will not infringe the intellectual property rights (including any copyright or patents) of any third party and the Respondent shall indemnify and hold harmless CWI/CCG with respect to all and any liability arising out of or in connection with any claim by a third party that such reproduction or use of materials infringes its intellectual property rights.
- 2.17 Any documentation and copyright in all documentation provided to the CWI/CCG in a Proposal or otherwise in response to this RFP by the Respondent shall upon delivery to the CWI/CCG belong and/or accrue exclusively to CCG/CWI . 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.
- 2.18 RFP Documents must be returned to the CWI/CCG or securely destroyed upon request by the CWI/CCG, whether a Proposal is submitted or not. A Respondent must not use or disclose the RFP Documents in any way or for any purpose not connected with the preparation and submission of a Proposal.

Confidentiality and Public Announcements

- 2.19 The Respondent undertakes to:
- (a) keep secret and treat as confidential the Confidential Information;
 - (b) only use the Confidential Information for the purposes of considering whether to respond and providing a Proposal to this RFP (the "**Agreed Purpose**"); and
 - (c) ensure that any person to whom it discloses Confidential Information in accordance with these RFP Conditions only uses the Confidential Information for the Agreed Purpose.
- 2.20 The Respondent must not, without CWI's prior written consent (which consent may be withheld by CCG/CWI in its sole and absolute discretion):
- (a) use or permit any person to use the Confidential Information for any purpose other than the Agreed Purpose;
 - (b) permit unauthorised persons to have access to places where Confidential Information is displayed, reproduced or stored; or
 - (c) make or permit any copying, scanning, transcribing, re-writing or otherwise recording the Confidential Information or any part of it in any way other than for the Agreed Purpose.
- 2.21 The Respondent must:
- (a) establish and maintain effective security measures to safeguard Confidential Information of CWI from access or use not authorised by these RFP Conditions; and
 - (b) keep Confidential Information under its control.
- 2.22 The Respondent must immediately, at the CWI/CCG written request:

- (a) Return any documents containing Confidential Information to CWI/CCG;
 - (b) destroy and certify in writing to the CWI/CCG the destruction of; or
 - (c) destroy and permit the CWI/CCG to witness the destruction of, all Confidential Information of CWI in the Recipient's possession or control.
- 2.23 The Respondent must not make any Public Announcements in relation to this RFP Process or any matters relating to it unless it first obtains written consent from the CWI/CCG. If the Respondent makes any Public Announcement at any time without the prior written consent of the CWI/CCG then, without prejudice to any other right or remedy available to it, CWI reserves the right to reject the Proposal without notice, whether or not the Respondent has been advised it is successful or unsuccessful. CWI reserves its right to pursue all additional or alternative remedies available to it to the fullest extent of the law.

3. Submission of Proposal

- 3.1 The Respondent shall submit its Proposal, in English, using the Proposal Response Template, on or before 10.00am (Eastern Caribbean time) on the Closing Date set out in Part B (Closing Date and Evaluation Criteria).
- 3.2 Respondents are to seek appropriate commercial and legal advice and guidance before submitting a Proposal. Once Proposals have been received by the CWI/CCG no further commercial or legal revisions that constitute a change to the Respondent's original Proposal will be accepted.
- 3.3 Each Proposal submitted by a Respondent must:
- (a) be in the form of the Proposal Response Template;
 - (b) include all information required by this RFP (including, in particular, the Proposal Response Template). If any information is not included or any requirements of the RFP or the RFP Conditions are not met, the facts and reasons for the Respondent doing so must be clearly set out in the Statement of Compliance in the Proposal Response Template. The CWI/CCG may at its absolute and sole discretion reject any Proposal that does not strictly comply with the requirements of the RFP or RFP Conditions;
 - (c) be authorised by the Respondent or by an authorised representative of the Respondent. The Respondent must provide evidence of any authorisation on request by the CWI/CCG;
 - (d) be submitted (in accordance with clause 3.4) before the Closing Date; and
 - (e) be clearly marked "*Request for Proposal – Redevelopment of Coolidge Cricket Ground*"; and
- 3.4 The Respondent shall submit its Proposal in accordance with the following process. Each Proposal shall be:
- (a) lodged in a sealed envelope containing four (4) original copies of the Proposal and submitted by post or hand delivery to:

Attention: Nelecia Yeates – General Manager
Coolidge Cricket Ground
P.O. Box 616W
Coolidge, St. John’s Antigua; and

(b) uploaded to the Cricket West Indies portal containing one (1) electronic copy of the Proposal in a format recognised by Microsoft Windows (including Microsoft Word or Adobe).

Non-compliant Proposals

- 3.5 The CWI/CCG will not be obliged to consider any Proposal submitted later than the Closing Date or otherwise not totally in accordance with the RFP Conditions (although it may consider such a Proposal at its sole discretion).
- 3.6 Proposals having alterations, erasures or in which any price(s) in the price schedules are not clear and legible may be excluded from consideration at the sole and absolute discretion of the CWI/CCG. Where any prices in the price schedules are inconsistent the lower price will prevail.

Extension of Closing Date

- 3.7 The CWI/CCG may extend the time for a Respondent to lodge a Proposal at its discretion at any time prior to the Closing Date by giving written notice of the extension to the Respondent.

Binding and irrevocable offer

- 3.8 The submission of a Proposal will constitute a binding and irrevocable offer by the Respondent to provide the Services to CWI in accordance with the Proposal, which cannot be amended or withdrawn after its date of submission (in either case unless requested by the CWI/CCG).
- 3.9 The CWI/CCG may treat the Proposal as the Respondent’s best offer without any further enquiry.
- 3.10 The Proposal must remain fixed and open for acceptance by CWI for 60 days from the Closing Date.

No contractual relationship established.

- 3.11 This RFP is an invitation to submit a Proposal only and does not constitute a tender, a contract granting rights, an offer to grant rights, or an offer to acquire any goods and or services that is capable of acceptance. Submission of a Proposal does not create a contract for the provision of the Services in any way until the Proposal is accepted by CWI and the parties execute an Agreement.
- 3.12 The issue of this RFP and the submission by the Respondent of a Proposal does not create any obligation on CWI to buy any goods and or services from the Respondent, or to enter into any binding legal relationship with any one or more Respondents. CWI is not obliged to accept or consider any Proposal in full or in part or any responses or submissions in relation thereto and CWI may reject any Proposal, responses or submissions (or any

part thereof) and, in its sole discretion, may refuse to award any business in connection with this RFP.

Respondent warranties

- 3.13 In participating in the RFP Process and/or in submitting a Proposal, the Respondent hereby warrants and represents to the CWI/CCG, on its own behalf and on behalf of any other party to its Proposal that:
- (a) its Proposal and all documentation, information and/or communications contained or referred to therein is true, accurate, authentic, up-to-date and not misleading in any respect or particular, including, without limitation, by omission of any material, information or facts and that CWI/CCG is fully able to rely on the accuracy and authenticity of any and all such information, documentation, representations and/or communications and/or the contents thereof. If, after submitting its Proposal there is any change in the Respondent's circumstances or any other event occurs which may adversely affect and/or impact such information and/or representations and/or the manner in which they may be interpreted by CWI/CCG, the Respondent shall promptly notify the CWI/CCG in writing setting out the relevant details in full;
 - (b) it will (at its own cost) provide all necessary assistance and make available relevant personnel to the CWI/CCG in connection with any due diligence undertaken by the CWI/CCG in relation to verifying and/or clarifying elements of the Proposal whether in connection with the finalisation of its recommendation or otherwise including, but not limited to, provision of documentation, information and/or communications and/or advice from relevant third parties within seven calendar days (or such other period of time as may be required by the CWI/CCG) following receipt of the request for that documentation, information, communications or advice; and
 - (c) its Proposal and any and all funding arrangements and all elements thereof will comply in full with all relevant, necessary, applicable and desirable legal requirements, authorisation, notification, procurement and/or consent procedures as may be required by relevant regulatory authorities or other applicable bodies (national and/or pan-national) including, without limitation, state aid or analogous provisions.

4. Evaluation of Proposal

Process of evaluation

- 4.1 The CWI/CCG will conduct the evaluation of the Proposals and selection of its proposed Successful Respondent(s) in its sole discretion. In doing so, the CWI/CCG will evaluate Proposals.
- 4.2 The CWI/CCG will endeavour to complete the evaluation process in no more than eight (8) weeks after the Closing Date.

Evaluation of Proposals

- 4.3 It is incumbent upon the Respondent to demonstrate they have the appropriate qualifications, experience and solutions required to fulfil the Scope of Work and deliver the Services. The criteria that will be used by the CWI/CCG to evaluate a Proposal will include, but not necessarily be limited to the evaluation criteria set out in item 2 of Part B.
- 4.4 The CWI/CCG may request a Respondent to submit additional information concerning its Proposal or otherwise demonstrate to its satisfaction that the Respondent is able to meet the requirements of this RFP before any Proposal is accepted. If the Respondent fails to submit any information requested by the date and time stipulated by the CWI/CCG, the CWI/CCG may decide that the Proposal is not to be considered further.
- 4.5 If the Respondent does not submit a Proposal that addresses all the requirements of this RFP, the CWI/CCG reserves the right to disregard the entire Proposal or to source those other supply requirements from a third party. The Respondent may, as an alternative, source some elements of the Services from a third party. The CWI/CCG will consider a Proposal on these terms, although any such subcontract of Services will be subject to CWI's prior written approval.
- 4.6 A Respondent may be required to present its Proposal to CWI management. The CWI/CCG will advise Respondents of the requirement to make any presentation or Proposal clarification.
- 4.7 The CWI/CCG may regard certain information relating to personnel, subcontractors and consultants included in the Proposal as essential to the overall quality of the Proposal. Accordingly, the CWI/CCG may request approval from the Respondent to obtain independent confirmation from those relevant parties of the information contained within the Proposal. In the event that the Respondent does not provide approval for the CWI/CCG to seek such confirmation, then the CWI/CCG reserves the right to exclude the relevant information from the Proposal.

The CWI/CCG has absolute discretion

- 4.8 The CWI/CCG has absolute and sole discretion in relation to the the RFP Process, including but not limited to the evaluation of Proposals and the selection of a preferred or Successful Respondent(s). In particular, the CWI/CCG:
 - (a) is not bound to accept the lowest priced Proposal;
 - (b) may accept one or more Proposals, or negotiate with one or more preferred Respondents;
 - (c) may accept the whole or any part of a Proposal, and may accept a Proposal either conditionally or unconditionally;
 - (d) may award separable parts of the Scope of Work to different Respondents;
 - (e) is not bound to accept any Proposal or to enter into an Agreement;

(f) may withdraw the RFP at any time; and

(g) reserves the right to accept non-conforming Proposals.

- 4.9 The CWI/CCG is not under any obligation to enter into discussions with Respondents in relation to the selection or rejection of a Proposal or give reasons for accepting or not accepting any Proposal.

5. Selection and appointment of Successful Respondent(s)

Appointment of one or more preferred Respondents

- 5.1 The CWI/CCG may select one or more preferred Respondents by notice in writing to allow those preferred Respondents to negotiate with the CWI/CCG. The CWI/CCG shall not be implied to have accepted any Proposal in the event that it makes such a selection. During these negotiations the CWI/CCG may request further information from each of the preferred Respondents and the terms of the preferred Respondents' Proposals may be amended. The CWI/CCG reserves the right to make the appointment of the Successful Respondent(s) subject to such further terms and conditions as it considers appropriate in relation to the provision of the Services.
- 5.2 After evaluation of the Proposals and, if applicable, negotiations pursuant to clause 5.1, CWI/CCG shall, in its absolute discretion, confirm which Respondent(s) (if any) it proposes to appoint as the Successful Respondent(s). While CWI may appoint a preferred Respondent as a Successful Respondent, it is under no obligation to do so.

Process for finalisation of RFP Process

- 5.3 When the CWI/CCG has selected one or more conditional Successful Respondent(s), it will notify the conditional Successful Respondent(s) in writing. A Successful Respondent(s) will not be announced or finalised until there is unconditional acceptance of an Agreement in accordance with clause 6.

6. Agreement

- 6.1 The appointment of the Successful Respondent is subject to the conclusion of the legally-binding Agreement governing all rights and obligations related to the Services. Each Respondent agrees and acknowledges that the CWI/CCG shall have the absolute right to determine at its absolute discretion whether or not negotiations in relation to the Agreement shall be conducted on an exclusive basis.
- 6.2 The Agreement shall be prepared by CWI and shall set out the terms and conditions upon which the Services will be provided by the Successful Respondent. The Agreement will include a detailed description of the Services to be provided and, in addition, any other terms and conditions which are required (whether arising from the specifications of the Proposal of the Successful Respondent(s) or otherwise). CWI reserves the right to make any amendment to the Agreement, whether the amendment is a material change or not, at any time in the course of the RFP Process or in

any negotiation of the Agreement with a Respondent including up until the Agreement is executed by both parties.

- 6.3 It is intended that the Agreement shall be concluded and signed within 21 days of the date on which CWI provides notification of its proposed appointment of a preferred Respondent. Without prejudice to any of its other rights or remedies, if a Respondent fails to execute the Agreement as determined by CWI within 21 days (or such other period of time as notified by CWI) after the date the Respondent receives notification that it was the conditional Successful Respondent, CWI may, at its sole discretion, cancel its award of the Proposal to the Respondent and recover from the Respondent any losses CWI has sustained as a consequence of the Respondent's failure to fulfil its obligations.
- 6.4 Each Respondent should provide satisfactory evidence to the CWI/CCG in its Proposal of its financial standing and of its ability to meet the commitments it makes in its Proposal, if necessary. CWI reserves its right to require appropriate bank guarantees and/or parent company performance guarantees in addition to the Agreement.
- 6.5 The Agreement executed by CWI and the successful Respondent will exclusively govern the relationship between the parties for the term of the Agreement.

7. No right of recourse

- 7.1 Any decision made by CWI in relation to the award of the Proposal will be final. A Respondent is not entitled, in any jurisdiction, to challenge any decision by CWI, including the following decisions:
- (a) to appoint any preferred Respondent(s);
 - (b) to reject or refuse to consider a Proposal; or
 - (c) to cancel the RFP Process at any time.
- 7.2 CWI and any of its respective employees, members, directors, advisers or other representatives shall not be liable for any costs, losses, damages or expenses incurred by a Respondent in preparing and lodging a Proposal irrespective of whether the Respondent is successful or not successful, and shall not be liable in contract or tort (including, without limitation, negligence) for any damage, loss (including loss of profits or business or other economic loss) cost (including legal costs) or other adverse effect to the Respondent or any other person in relation to this RFP Process.
- 7.3 In participating in the RFP Process and/or in submitting a Proposal, a Respondent expressly waives, and it will procure that any third party connected with its Proposal expressly waives, any right of action it may have against CWI/CCG with regard to the RFP Process, the decision to award rights to a particular Respondent or other matters related to the RFP Process.

8. Legal provisions

Entire agreement

- 8.1 In consideration of the CWI/CCG receiving and reviewing its Proposal, 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 the CWI/CCG. Each Respondent further acknowledges that, except as set out in the Proposal and in any subsequent Agreement (if any), there is no existing agreement, arrangement or understanding in place (whether in writing or oral) between the Respondent and CWI in relation to this RFP Process, its subject matter and/or the provision of the Services.

Indemnity

- 8.2 Each Respondent shall indemnify and hold harmless CCG/CWI with respect to all and any liability to any third party arising out of or in connection with the RFP Process and/or any breach by a Respondent (or any party or parties for which a Respondent is responsible) of the terms and conditions set out herein, any Laws and/or any other act or omission.

Conflicts and collusive behaviour

- 8.3 A conflict of interest arises when a Respondent's integrity, objectivity or fairness in performing the services is at risk due to a personal interest or conflicting business arrangement of the Respondent, or a person or organisation associated with the Respondent.
- 8.4 Respondents must disclose in their Proposal any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to the CWI/CCG and other parties in the course of delivering the services, should they be selected as a Successful Respondent. Respondents with such conflict or perception of conflicts must specify within their Proposal how they will manage the conflict or perception of conflict to provide assurance that it will not adversely impact the performance of any Services.
- 8.5 The Respondent and any person or organisation associated with the Respondent must not directly or indirectly provide any form of inducement or reward to any employee or shareholder of CWI/CCG or any of their respective representatives in relation to this RFP Process.
- 8.6 Without prejudice to any criminal liability, a Respondent may attract any other remedies available to CWI/CCG, each Respondent undertakes that it shall not:
- (a) fix or adjust the costs of its Proposal by or in accordance with any agreement or arrangement with any other party;
 - (b) communicate to any party the costs or approximate costs of its proposed Proposal or information which would enable the amount or approximate amount to be calculated (except where such disclosure

is made in confidence in order to obtain quotations necessary for the preparation of the Proposal or insurance or any necessary security);

- (c) enter into any agreement or arrangement with any other party that such other party shall refrain from submitting a Proposal;
- (d) enter into any agreement or arrangement with any other party as to the costs of any Proposal submitted; and/or
- (e) collaborate or collude with any third party (including, without limitation, any referee of the Respondent whom the CWI/CCG contacts in relation to the Respondent) with a view to unfairly influencing the outcome of the RFP Process or otherwise misleading or concealing information from the CWI/CCG.

Governing law and jurisdiction

- 8.7 The RFP Process and any and all related documentation, correspondence (including, without limitation any Proposal and/or RFP Documents), any non-contractual obligations and any agreement entered into between CWI or any of its affiliates and any Respondent or prospective Respondent shall be governed by and interpreted in accordance with English law and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the Antigua and Barbuda courts.

Part B CLOSING DATE AND EVALUATION CRITERIA
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Item 1 **Closing Date and Time**
Date: August 30, 2021
10:00am (Eastern Caribbean time)

Item 2 **Evaluation Criteria**

The CWI/CCG will assess each Proposal in accordance with evaluation criteria which may include, without limitation and in no particular order:

General

- structural, electrical and plumbing knowledge of the property;
- previous and recent experience of successfully providing architectural design for a comparable project;
- demonstrable understanding of local planning and safety code compliance/conditions;
- modern and fit for purpose design which is energy and cost efficient with the least environmental impact;
- leading edge, scalable, robust and reliable software and technology;
- ability to design flexible modern spaces with consideration for future needs;
- ability to attend face-to-face meetings at the CWI/CCG's offices in Antigua;
- experienced and suitably qualified team;
- ability to work well with other service providers;
- staffing and financial resources to fulfil obligations to the CWI/CCG over the life of the Agreement.

Respondent's Proposal

- comprehensiveness and quality of the Proposal in response to this RFP.

Comprehension of Services and tasks

- demonstrable understanding and acceptance of the CWI/CCG requirements generally and the Scope of Work.

Experience, capacity, qualifications, skills and quality

- technical and management capacity;
- qualification and skills;

- past experience and expertise of proposed team in similar like scale projects (including reference checking);
- capacity and resources of the Respondent to deliver the Services;
- quality of the service being offered; and
- demonstration of exceptional projects with sustainability credentials;

Relationship Management

- the interpersonal skills of individuals involved.

Price and Costing Approach

- pricing competitiveness.

Risk Management

- risk management capability;
- ability to meet project timelines; and
- comprehensiveness and suitability of the Respondent's Risk Management and Business Continuity Plan.

Financial Viability

- company information (background and credentials), financial performance and structure, including financial security and stability.

Compliance

- total compliance with the RFP Conditions; and
- knowledge of, and adherence to, Laws and regulatory obligations and standards.

Respondents must specifically address each of the above evaluation criteria within their Proposal.

(1) BUSINESS PLAN OVERVIEW

The Coolidge Cricket Ground (CCG) is envisioned as the region's one-of-a-kind cricket development, sports tourism, and entertainment destination. The facility will help to develop the next generation of West Indies cricketers and help to tell the story of West Indies cricket to millions of fans whilst positively impacting the local community.

The Cricket West Indies (CWI) headquarters will be relocated to the property to provide operational oversight of the cricket and sports related areas.

Nestled in Coolidge Antigua, the Northside of the twin-island state, the facility will feature a fully functional world-class multi-sports complex, gym, a high-performance academy, a tourism attraction, a 50-room apartment hotel, and a café/restaurant. These distinctive offerings will leverage the rich history and valuable brand of West Indies cricket whilst tapping into its huge cricket following the world over.

Making use of the sizeable 16-acre property and the existing infrastructure, CCG will feature a café/restaurant and catering centre, advertising and signage, a parking lot, car wash and car rental satellite offices.

(2) THE SCOPE OF WORK

This work is concerned with the design of a master plan and conceptual layout for the 16-acre property known as Coolidge Cricket Ground (CCG). CCG is envisioned to be a unique multi-sport, multi-cultural, multi-functional, entertainment, leisure and historic site nestled outside the island's only international airport.

This master plan will incorporate re-modelling and refurbishing existing buildings and will also involve designing and constructing new structures. All of which will form part of an integrated and/or related set of properties. Specifically, architectural design services are required for:

New Builds:

1. High-Performance Cricket Academy (Indoor & Outdoor)
2. Resurfacing the outfield
3. 50-room Apartment Hotel
4. Refurbishment of AAC
5. CWI Office Headquarters
6. Containerized Storage Facility
7. Car Park
8. A multi-functional media and TV production centre
9. Enclosing sections of the property

Existing Buildings to be renovated

1. West Indies Experience Tourist Attraction (Museum), Store and Café'
2. Car Wash and Car Rental Satellite Offices

3. Renovating and expanding the two existing players' dressing rooms
4. Renovating the Main Pavilion
5. Courtyard restaurant/café

The successful candidate will be required to hold all necessary consultations with key CWI and CCG staff, Directors, and any other contacts in CWI's network regarding specific functionality and design requirements of the structures enumerated above.

Design/Architectural Services RFP Timeline

DATE	Activity
June 25, 2021	Publication of RFP to relevant Respondents.
August 30, 2021	Deadline for receipt of Proposals.
September 1 – September 14, 2021	Pitch presentations and Q & A session with shortlisted Applicants at CCG's offices in Antigua.
September 14 – September 30, 2021	Feedback and refinement from pitch presentations (if required)
October 8 , 2021	Appointment of Architect

Note: the above timeframe and process is indicative only and subject to change at any time in the CWI/CCG's absolute discretion.

(3) APPENDIX DOCUMENTS

The following documents should be found enclosed together with this RFP.

1. Proposal Response Template

Appendix PROPOSAL RESPONSE TEMPLATE
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Proposal response notes

The Respondent should note the following points in preparing its Proposal:

- (a) the Proposal should be prepared in a standard format with accompanying documents as necessary;
- (b) as part of its Proposal, each Respondent is required to provide a statement confirming their agreement to and compliance with the terms of this RFP (see Schedule 1 below). Any areas of potential non-compliance must be clearly indicated. The inclusion of this statement is not included within the total page count;
- (c) Schedules 1-3 below must be completed and should appear at the back-end of your Proposal.

SCHEDULE 1: RESPONDENT DETAILS [INCLUDE WITHIN APPENDIX]

NAME OF RESPONDENT:	
COMPANY NUMBER:	
DATE AND PLACE OF INCORPORATION:	
REGISTERED COMPANY ADDRESS:	
ADDRESS FOR SERVICE OF NOTICES:	
KEY CONTACT PERSON (NAME AND POSITION)	
TELEPHONE NUMBER:	
EMAIL ADDRESS:	

RESPONDENT DETAILS

Date Business Commenced:		Total Employees:	
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KEY PERSONNEL

Function	Name	Position	Competency	Estimated time commitment*
<i>E.g. Executive Partner</i>	<i>John Smith</i>	<i>Managing Director</i>	<i>(insert relevant skills)</i>	<i>0%</i>

**Estimated time commitment to be contributed by the key personnel to this project of their total time.*

Note - Additional personnel can be added on a separate sheet.

Shareholders

Provide names of shareholders holding 20% or more of any issued capital in the company registering the interest.

Referees

CWI/CCG reserves the right to seek references from at least three of your existing or previous customers. Please provide a contact name, job title, email address and telephone number for three such referees who:

- (a) you have recently provided with services or a solution that is similar to the CWI/CCG's Scope of Work; and
- (b) have given you permission for the CWI/CCG to contact them in relation to your ability to provide the Scope of Work (and please provide details of when and how each referee would be happy to be contacted by the CWI/CCG).

Intellectual Property

Provide a description of any restrictions on the CWI/CCG's use and development of any part of your proposal in relation to the Scope of Work, including:

- (a) intellectual property that CWI /CCG may have or create in relation to the Scope of Work;
- (b) intellectual property that you may have or create in relation the Scope of Work; and
- (c) intellectual property developed by you and/or CWI/CCG in relation to the Scope of Work

STATEMENT OF COMPLIANCE

I confirm on behalf of the Respondent that the Respondent: (please delete as relevant)

* complies and shall continue to comply in full with the terms and conditions set out in the RFP

* does not comply with the terms and conditions set out in the RFP.

I confirm there is no actual or perceived conflict of interest in the Respondent making this submission, or if successful, in providing the Services other than has been declared in writing to the CWI/CCG.

I confirm I am fully authorised to provide this declaration on behalf of the Respondent.

Signed.....

Name:

Position:

Date:

SCHEDULE 2: CURRENT AND PROJECTED WORKLOAD

Please include a summary of current projects and clients (as at your response date) and other projects confirmed or proposed to be delivered by you around the time of delivery of the Services.

SCHEDULE 3: DETAILS OF SUPPLY PROPOSAL

1. Services Proposal

- 1.1 Please describe and explain your proposed services delivery to meet the objectives and requirements set out within this RFP.

2. Experience of major architectural projects or equivalent

- 2.1 Please describe how you believe that your experience from previous major architectural projects or an equivalent will enable you to deliver the Scope of Work for the Tournament.
- 2.2 What relevant experience do you have with the CCG, formerly the Stanford property, or a property similar?

3. Project management experience and staffing

- 3.1 Please indicate who you are proposing as your lead on this project and how you believe their experience makes them suitable for this role. Please indicate staff that will be available in Antigua for face-to-face meetings.
- 3.2 Please indicate the size and composition of the proposed team (including proposed organisational chart, respective responsibilities and escalation paths) and how you believe their experience makes them suitable for this role.
- 3.3 Please explain how the structure, composition and experience of your CWI/CCG would ensure consistent service levels throughout the West Indies and any other international territories listed above.
- 3.4 Please indicate your ability to change staffing rapidly during the project as required.

4. Project design and implementation

- 4.1 Please provide an in depth "reverse brief" whereby the Respondent details their understanding of the Scope of Work delivery requirements and strategies.
- 4.2 Please set out in detail the key principles and issues which you believe are important to the successful provision of the Scope of Work.
- 4.3 Please provide an overall project summary including an implementation plan outlining how you will manage your resources to meet the Scope of Work.
- 4.4 Please set out a proposed detailed project timeline, highlighting the key dates and milestones in the planning and implementation process. Please include

details of any decisions that the CWI/CCG must make to allow you to meet your timetable.

- 4.5 Please explain in detail (including formats, frequency and CWI/CCG members involved) how the Respondent would report progress, both formally and informally, during each phase of the marketing communications plan.

5. Risk Management

- 5.1 Please describe how you will manage risks associated with the delivery of the Services.
- 5.2 Please describe your business continuity and disaster recovery processes to ensure the Services remain effectively uninterrupted not withstanding force majeure events.
- 5.3 Please describe your current levels of insurance in relation to Professional Indemnity, Public Liability, Directors and Officers and Cyber and Privacy insurance.
- 5.4 Please describe how you will ensure compliance with Laws (including privacy and any relevant industry standards).

6. Pricing

- 6.1 The CWI/CCG requires detailed information relating to the Respondent's costings and fees for providing the Services.

In order to be able to make a like-for-like comparison between bids, all prices and rates included in the Proposal should be in United States dollars (exclusive of VAT shown separately) and should be the best price (including discounts) that the Respondent offers to any of its customers in the Caribbean. For clarity, the fee for services delivered is expected to include, but not be limited to:

- (a) Software;
- (b) Equipment;
- (c) Staff;
- (d) Production costs; and
- (e) Third party fees or licences.

Structure of fee proposal

- 6.2 Please detail the total cost of your Proposal, clearly identifying inclusions and exclusions. Please ensure that the manner in which costs and charges have been calculated is explicit.
- 6.3 Please ensure that the CWI/CCG is provided with a detailed breakdown of **all** component costs, as well as presenting the total costs.

7. Additional Information

- 7.1 Please provide any additional information which should be taken into consideration by the CWI/CCG when assessing the Proposal.