

# **REQUEST FOR PROPOSALS**

PROVISION OF A LEARNING MANAGEMENT SYSTEM FOR ICC TRAINING AND EDUCATION COURSES

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# 1. <u>INTRODUCTION</u>

- 1.1 ICC FZ-LLC is a UAE-incorporated subsidiary of the ICC and is incorporated under the regulations of the Dubai Development Authority in the United Arab Emirates.
- 1.2 ICC FZ-LLC wishes to appoint a company to provide a Learning Management System for ICC Training and Education program including, without limitation, the courses set out in Appendix F and the services set out in Appendix B (the "Services").
- 1.3 Unless otherwise defined elsewhere, capitalised terms used in this RFP have the meanings set out in Appendix A.

# 2. OBJECTIVES

- 2.1 The purpose of this RFP is to invite interested and qualified Applicants to submit Proposals for the right to provide the Services to ICC FZ-LLC, as described in the overview of Services set out in Appendix B and on the terms and subject to the conditions set out in this RFP.
- 2.2 This RFP invites Proposals for the right to provide the Services from Applicants with:
  - (a) extensive proven experience in providing services similar to the Services.
  - (b) a strong financial position.
  - (c) sufficient resources (staffing) to provide the Services; and
  - (d) trained personnel who are familiar with major international sporting events.
- 2.3 In submitting a Proposal for the right to provide the Services each Applicant must:
  - (a) provide adequate and detailed answers and information to meet the requirements of the Criteria (as set out in Appendix C).
  - (b) complete, sign and return the form as set out in Appendix D Details of Applicant, together with its detailed Proposal, by the applicable date specified in the Timetable; and
  - (c) as set out in Appendix E, provide a full, detailed breakdown of costs in relation to creating the full list of deliverables required as part of the Services within the Price Quotation.
- 2.4 In submitting its Proposal, each Applicant will have to establish that it satisfies (or will satisfy in a timely fashion) the Criteria and the Requirements. ICC FZ-LLC will evaluate the Proposals based on the extent to which they satisfy such conditions and requirements.

- 2.5 Each Applicant should provide satisfactory evidence to ICC FZ-LLC in its Proposal of its financial standing and of its ability to meet the commitments it makes in its Proposal. ICC FZ-LLC reserves its right to require appropriate bank guarantees and/or parent company performance guarantees.
- 2.6 ICC FZ-LLC may, in its absolute discretion, waive any of the conditions and/or requirements set out in this RFP in respect of any or all of the Applicants. Each Applicant will be evaluated on the overall merits of its Proposal and the Successful Applicant(s) may not have satisfied all conditions and requirements and may not necessarily be the one which offers the most competitive financial terms.

# 3. **ENQUIRIES**

- 3.1 ICC FZ-LLC shall, where possible, answer questions or provide additional information reasonably requested by Applicants at any time during the Selection Procedure with respect to the contents of this RFP or the means by which the Successful Applicant(s) shall be appointed.
- 3.2 Queries should be addressed in an e-mail with the subject line "Learning Management System for ICC Training and Education Program Query" to the following address: <a href="mailto:development.rfp@icc-cricket.com">development.rfp@icc-cricket.com</a>
- 3.3 ICC FZ-LLC shall attempt to respond to all queries in as expeditious a manner as possible and in such a form as ICC FZ-LLC considers appropriate. ICC FZ-LLC reserves the right to make its response to any query from any Applicant available to all relevant Applicants without revealing the identity of the initial enquiring party.
- 3.4 ICC FZ-LLC may not be able to provide responses and/or additional information to all queries and it shall definitely not be able to do so if such requests are sent less than 5 (five) business days before the due date for receipt of Proposals as set out in the Timetable.

#### 4. SELECTION PROCEDURE OVERVIEW

- 4.1 Each Applicant must submit to ICC FZ-LLC its Proposal documents, in English, by email by no later than the due date prescribed in the Timetable to the following address: development.rfp@icc-cricket.com
- 4.2 Each Applicant must attach all applicable documents in support of its Proposal in accordance with the requirements set out in paragraph 2.3 of this RFP as well as any other relevant materials, weblinks, photographs and/or attachments. ICC FZ-LLC may issue supplementary requests for information which, once issued, will form part of this RFP. ICC FZ-LLC may also ask any Applicant for such further information, guarantees and/or documents as ICC FZ-LLC deems necessary in connection with any Proposal at any time and any such further information, guarantee and/or document may be used at any point in the Selection Procedure by ICC FZ-LLC to evaluate a Proposal.
- 4.3 Each Proposal, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the Proposal, which offer cannot be amended or withdrawn after its date of submission (in either case unless requested by ICC FZ-LLC).
- 4.4 ICC FZ-LLC is not obliged to accept or consider any Proposal in full or in part or any responses or submissions in relation thereto and ICC FZ-LLC 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. Without prejudice to the foregoing, ICC FZ-LLC reserves the right to appoint the Applicant(s) whose Proposal (in the absolute discretion of ICC FZ-LLC) most successfully conforms to the Criteria and the Requirements in accordance with the terms and

conditions described in this RFP or to make alternative arrangements for the provision of the Services, including (without limitation) issuing a revised or different RFP or providing the Services itself.

- 4.5 ICC FZ-LLC shall conduct the Selection Procedure in accordance with the Timetable set out in Appendix D. Each Applicant is and shall be required to comply fully with the applicable deadlines in the Timetable as well as such other deadlines as are imposed by ICC FZ-LLC throughout the Selection Procedure (unless otherwise approved by ICC FZ-LLC on a case-by-case basis).
- 4.6 The Selection Procedure shall consist of:
  - (a) a technical evaluation of each Proposal examining each Applicant's ability to provide the Services in accordance with the Requirements, including evaluation of the examples provided.
  - (b) a financial evaluation of each Proposal examining each Applicant's ability to secure or offer the best possible prices in connection with the Services.
  - (c) an evaluation of each Applicant's suitability, experience and qualifications, including (without limitation) its compliance with the Criteria as well as the organisational structure and infrastructure proposed by the Applicant to provide the Services; and
  - (d) the designation of one or more Applicants as the Preferred Supplier for the Services.
- 4.7 ICC FZ-LLC may, for any reason and at any time during the Selection Procedure, request any Applicant to supply further information and/or documentation. Each Applicant shall supply such further information and/or documentation requested within 7 (seven) calendar days (or such other period as may be required by ICC FZ-LLC) following receipt of the written request for that information and/or documentation. All costs and/or expenses associated with the provision of the additional information and/or documentation shall be borne by the Applicant.
- 4.8 ICC FZ-LLC reserves the right (in its absolute discretion) to determine how to progress any discussions and/or negotiations with Applicants following submission of the Proposals.
- After careful consideration and thorough examination of the Proposals and, if applicable, the presentations, ICC FZ-LLC shall, in its absolute discretion, confirm which Applicant(s) (if any) it proposes to appoint as the Successful Applicant(s). Separate Applicants may be appointed for one or more of the different elements of the Services set out in Appendix B. The relative competitiveness of the financial terms offered may not necessarily be a decisive factor in choosing between Proposals. ICC FZ-LLC reserves the right to make the appointment of the Successful Applicant(s) subject to such further terms and conditions as it considers appropriate in relation to this RFP process and/or the provision of the Services. Applicants who have not been selected shall be informed accordingly in writing. ICC FZ-LLC shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.
- 4.10 The appointment of the Successful Applicant(s) is subject to the conclusion of Agreement(s) between ICC FZ-LLC and the Successful Applicant(s) governing all rights and obligations related to the Services. The Agreement(s) shall be prepared by ICC FZ-LLC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by ICC FZ-LLC (whether arising from the specifications of the Proposal of the Successful Applicant(s) or otherwise). Each Applicant agrees and acknowledges that ICC FZ-LLC shall have the absolute right to determine at its absolute discretion whether negotiations shall be conducted on an exclusive basis.

4.11 Notwithstanding any other provision of this RFP, ICC FZ-LLC reserves the right, at any time and in its absolute discretion, to accept or reject Proposals (or to permit any Applicant to resubmit its Proposal in the event that such Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of Applicants, to withdraw from negotiations with any Applicant at any time, to pursue negotiations in respect of some or all of the Services, to modify the scope and scale of the Services, and to suspend, discontinue, modify and/or terminate this RFP process (or any part thereof) at any time.

#### 5. LEGAL PROVISIONS

In participating in this RFP process, responding to this RFP and/or submitting a Proposal, each Applicant accepts and agrees to be bound by and to comply with the terms of this RFP generally, including (without limitation) the following terms and conditions (which apply in each case equally to all Applicants):

- 5.1 Nothing in this RFP, or in any communication made by ICC FZ-LLC or its officers, employees, representatives, agents and/or advisers shall constitute an offer of a contract or a binding contract between ICC FZ-LLC and any Applicant, nor shall it be taken as constituting any representation that rights or licences will be granted in accordance with this RFP and/or the Selection Procedure.
- 5.2 ICC FZ-LLC reserves the right, at any time during the Selection Procedure, to change any aspect of this RFP, to issue any separate amendment or addendum to this RFP (which will become part of this RFP upon issue) or to issue an amended RFP in place of this RFP, to refuse to consider any Applicants or to withdraw this RFP. Applicants acknowledge that ICC FZ-LLC may decide to organise the Services on its own or without appointing any third party and that ICC FZ-LLC may increase, decrease, suspend, discontinue and/or modify its requirement for the Services or any part thereof.
- 5.3 Following consideration of the desirable contractual structure for the Services and/or in light of the location and identity of the Successful Applicant, ICC FZ-LLC may at any time elect for (i) the contracting party to be another ICC entity, or other appropriate third-party entity rather than ICC FZ-LLC; and/or (ii) the Services to be contracted via more than one Agreement.
- 5.4 Whilst ICC FZ-LLC has taken all reasonable care to ensure that this RFP is accurate in all material respects at the date of its issue, neither ICC FZ-LLC, nor any of its officers, employees, representatives, agents and/or advisers make any representation or warranty or accept any responsibility for the accuracy or completeness of the information contained in this RFP or in any subsequent correspondence by ICC FZ-LLC in relation to this RFP, nor shall they be liable for any loss or damage suffered by any Applicant or any other third party in reliance on this RFP or any subsequent communication with ICC FZ-LLC.
- Without prejudice to paragraph 5.4 above, this RFP does not contain any representation upon which any Applicant or other recipient may be entitled to rely at any point in time to bring any claim, action or proceedings against ICC FZ-LLC 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 ICC FZ-LLC and/or its associated entities and each Applicant 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 Applicant, the Selection Procedure or otherwise in relation to the RFP process.
- 5.6 Each Applicant represents, warrants and undertakes to ICC FZ-LLC that any and all information contained in its Proposal and/or submitted in connection with its Proposal, and any and all representations made by or on its behalf to ICC FZ-LLC, during the course of the Selection Procedure shall not be false, inaccurate or misleading in any respect (including, without limitation,

by the omission of any material, information or facts) and that if, after submitting its Proposal there is any change in the Applicant'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 ICC FZ-LLC, the Applicant shall promptly notify ICC FZ-LLC in writing setting out the relevant details in full. ICC FZ-LLC is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any Proposal and/or submitted in connection with any Proposal in assessing any Applicant's ability to perform and deliver the Services.

- 5.7 Each Applicant agrees to always keep confidential, whether during or after the Selection Procedure, 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 Selection Procedure.
- 5.8 Each Applicant agrees that it will not discuss any part of this RFP, any Proposal it is considering or which it has submitted and/or any other aspect of the Selection Procedure with any other Applicant at any time for any reason. Any breach of this obligation by an Applicant may result in its immediate elimination from the Selection Procedure.
- 5.9 No Applicant is entitled to make any announcement relating directly or indirectly to this RFP, the Selection Procedure and/or its Proposal. Each Applicant acknowledges and agrees that ICC FZ-LLC shall have the absolute right to make any announcement in connection with this RFP and/or the whole or any aspect of the Selection Procedure.
- 5.10 Each Applicant is responsible for any and all costs, expenses and liabilities incurred (directly or indirectly) by the Applicant or on its behalf in the preparation and submission of its Proposal and/or otherwise in relation to the Selection Procedure and/or any negotiations following receipt by ICC FZ-LLC of its Proposal (whether or not an Agreement(s) is entered into with such Applicant). Under no circumstances will ICC FZ-LLC and/or its associated entities and/or any of its respective officers, employees, representatives, agents or advisers be responsible for any costs of any Applicant associated in any way (whether directly or indirectly) with the Selection Procedure.
- 5.11 Each Applicant acknowledges that any and all intellectual property rights of ICC FZ-LLC and the ICC remain the exclusive property of ICC FZ-LLC or the ICC (as appropriate). Furthermore, any materials provided by ICC FZ-LLC to any Applicant shall belong and/or accrue exclusively to ICC FZ-LLC. No Applicant 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, including the examples provided as part of this RFP which shall be owned by ICC FZ-LLC.
- 5.12 In consideration of ICC FZ-LLC receiving and reviewing its Proposal, each Applicant 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 Applicant and ICC FZ-LLC. Each Applicant further acknowledges that, except as set out in the Proposal and in the Agreement(s), there is no existing agreement, arrangement or understanding in place (whether in writing or oral) between ICC FZ-LLC and the Applicant in relation to this RFP, its subject matter and/or the provision of the Services.
- 5.13 Each Applicant acknowledges that, save as set out in the Agreement(s), all rights and opportunities in and in relation to the Services shall be exclusively reserved by ICC FZ-LLC and/or the ICC (as appropriate).

- 5.14 ICC FZ-LLC shall be able to rely on any and all representations made by each Applicant in its Proposal and/or in connection therewith.
- 5.15 No terms seeking to restrict in any way the discretion of ICC FZ-LLC in the Selection Procedure will be accepted.
- 5.16 This RFP, the Selection Procedure and any and all related documentation, correspondence (including, without limitation any Proposal), any non-contractual obligations and any Agreement(s) (or other agreements) entered into between ICC FZ-LLC or any of its affiliates and any Applicant or prospective Applicant 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 English courts.

#### 6. CONFLICTS AND COLLUSIVE BEHAVIOUR

- 6.1 A conflict of interest arises when an Applicant's integrity, objectivity or fairness in performing the Services is at risk due to a personal interest or conflicting business arrangement of the Applicant, or a person or organisation associated with the Applicant.
- 6.2 An Applicant must accordingly 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 ICC FZ-LLC and other parties while delivering the Services, should they be selected as the Successful Applicant. Applicants 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.
- 6.3 The Applicant and any person or organisation associated with the Applicant must not directly or indirectly provide any form of inducement or reward to any employee, member or shareholder of ICC FZ-LLC, the ICC or any affiliates or associated concerns or any of their respective representatives in relation to the Selection Procedure under this RFP.
- 6.4 Without prejudice to any criminal liability an Applicant may attract and any other remedies available to ICC FZ-LLC or the ICC, each Applicant hereby 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 with a view to unfairly influencing the outcome of the Selection Procedure under this RFP or otherwise misleading or concealing information from ICC FZ-LLC.

#### 7. OTHER OBLIGATIONS

7.1 The engagement of the Successful Applicant(s) pursuant to this RFP is subject to the conclusion of the Agreement(s) between ICC FZ-LLC (which shall for the purposes of this paragraph 7 be deemed to include such other ICC entities as ICC FZ-LLC nominates) and the Successful

Applicant(s), governing all rights and obligations related to the Services to be provided by the Successful Applicant(s). The Agreement(s) shall be prepared by ICC FZ-LLC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by ICC FZ-LLC (whether arising from the specifications of the accepted Proposal or otherwise). Some key principles in relation to the Agreement(s) are set out below:

Subject	Principle
Payment Schedule	All monetary consideration to be payable in United States dollars by ICC FZ-LLC which will be inclusive of all taxes, deductions, withholdings etc. ICC FZ-LLC shall make payments accordingly (subject only to any deduction for withholding tax that ICC FZ-LLC may be obliged at law to make, if applicable).
Assignment and sub-contracting	The Successful Applicant(s) will only be able to assign/sub-contract any or all of its rights and obligations under the Agreement(s) with the express written permission of ICC FZ-LLC. However, the Successful Applicant(s) shall at all times remain primarily liable for the performance of all of its obligations under the Agreement(s) notwithstanding any such sub-contract.
Insurance	The Successful Applicant shall obtain and maintain, at its own expense, comprehensive general liability and product liability insurance (with a reputable insurer acceptable to ICC FZ-LLC with a minimum "A" grade S&P, Moody's or similar rating) to protect the Successful Applicant and ICC FZ-LLC against any and all claims, actions, losses and damages arising out of the provision of the Services (including, without limitation, coverage for financial loss, efficacy and failure to fulfil function) up to a minimum amount of US\$10,000,000 (ten million United States dollars) for any one claim (or in aggregate in respect of product liability). The Successful Applicant shall promptly provide evidence of such insurance to ICC FZ-LLC upon request and shall immediately notify ICC FZ-LLC should any occurrence serve to void such insurance.
	Additionally, Successful Applicant shall take out and maintain throughout the Term appropriate professional indemnity insurance with a reputable insurer, in an amount not less than US\$5,000,000 (five million United States dollars) for any one claim, to cover any claim that may arise under or in connection with the Services, including but not limited to cover against defamation, negligence, malpractice, breach of duty or any other act or omissions in the performance of the Services. ICC FZ-LLC shall be named as an additional insured under this policy and provided with a copy of the policy if requested. The terms of the policy shall not operate to relieve the Successful Applicant of any of its liabilities under the Agreement.
Intellectual Property Rights	ICC FZ-LLC shall own and retain ownership of all of intellectual property rights which it provides to the Successful Applicant or which arise as a result of the Services from creation and all artwork, designs and materials shall be provided to ICC FZ-LLC before the end

Subject	Principle
	of the term of the Agreement. The Agreement(s) will require assignment by the Successful Applicant(s) for any intellectual property rights that may be created or become vested in the Successful Applicant(s) (or any subcontractor) in the course of the performance of Service(s) from creation and a full uncapped indemnity for any intellectual property rights infringement.
No Partnership	Nothing in the Agreement(s) and no action taken by the parties pursuant to it shall constitute, or be deemed to constitute, the parties as a partnership, association, joint venture or other co-operative entity.
Liability	ICC FZ-LLC shall not be liable to the Successful Applicant(s) under the Agreement(s) for any indirect or consequential loss arising out of or in connection with the performance of its obligations under the same or any breach thereof even if it was advised in advance of the possibility of such loss or damage.
	The Successful Applicant(s) undertakes and agrees that they will provide uncapped indemnity and hold ICC FZ-LLC harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damages arising from a breach of the Successful Applicant's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Successful Applicant.
Committed Costs	In the event of cancellation or change of format of the ICC Training and Education Program for any reason (including Force Majeure), ICC FZ-LLC shall not be required to make any further payment of the fee for the relevant services in line with the ICC Training and Education Program and the Successful Applicant shall promptly refund any fee (or part thereof) paid by ICC FZ-LLC prior to the relevant date, except that the Successful Applicant shall be entitled to retain or be reimbursed by ICC FZ-LLC for its Committed Costs in respect of the relevant ICC Training and Education Program. Committed Costs means the actual costs directly incurred by the Company in providing the Services (in accordance with the Expenditure Template in the Agreement) prior to the date on which it is notified of the cancellation, postponement or change of approach to the ICC Training and Education Program (as applicable), which: (i) it cannot avoid, cancel or mitigate (having used its best endeavours to do so); and (ii) are evidenced by the submission of audited accounts.
Disputes and Governing Law	The interpretation, construction and effect of the Agreement(s) shall be governed exclusively and in all respects by the laws of England.
	All disputes in relation to the Agreement(s) shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules on the terms set out in the agreement(s).

#### **APPENDIX A**

#### **DEFINITIONS**

"Agreement(s)" means each long-form written agreement to be entered into between ICC

FZ-LLC and the Successful Applicant(s) governing the provision by the

Successful Applicant(s) of the Services (or any part of them).

"Applicant" means any party which is considering whether or not to submit or which

submits from time to time a Proposal in response to this RFP.

"Confidential means any and all aspects of this RFP, the Selection Procedure, and/or Information" the business and/or affairs of the ICC and/or ICC FZ-LLC which is or

which comes into an Applicant's possession (except where such

information is generally available to the public).

"Criteria" means the list of criteria to be addressed by each Applicant in its Proposal

as set out in Appendix C.

"ICC FZ-LLC" means International Cricket Council FZ LLC, which has its registered

address at B8-SD105, Ground Floor, Building 08 CO-Work, Dubai Media City, United Arab Emirates, and its administrative office at Street 69, Dubai Sports City, Sheikh Mohammad Bin Zayed Road, P.O. Box 500070,

Dubai, United Arab Emirates.

"ICC" means the International Cricket Council Limited, the international

governing body for the sport of cricket.

"Proposal" means all documents and information submitted by an Applicant

supporting its bid to provide the Services to ICC FZ-LLC, as required under this RFP, including the Price Quotation as set out at Appendix E.

"Preferred Supplier" means the Applicant(s) designated as such by ICC FZ-LLC following the

initial stage of the Selection Procedure.

"Requirements" means the guidelines, directions, requirements, instructions and requests

of ICC FZ-LLC issued to any Applicant with respect to the Selection

Procedure and/or the Services from time to time.

"RFP" means this Request for Proposals, including all of its appendices and as

amended, supplemented or replaced from time to time.

"Selection Procedure" means the entire procedure conducted by ICC FZ-LLC to select and

appoint the Successful Applicant(s) for the provision of the Services pursuant to the RFP process and the subsequent negotiation, finalisation

and execution of the Agreement(s).

"Services" means the services set out in Appendix B.

"Successful Applicant(s)" means the Applicant(s) selected by ICC FZ-LLC to provide the Services

pursuant to the Selection Procedure.

"Timetable" means the timetable for the Selection Procedure as set out in Appendix

D.

### **APPENDIX B**

### **SERVICES**

The Successful Applicant shall be required to provide the services listed below in connection with the ICC Training and Education Courses, such services to be delivered by the Successful Applicant always in accordance with any instructions issued by or on behalf of ICC FZ-LLC from time to time. The objective is to enhance the delivery, tracking, and management of various ICC training courses globally (including without limitation the courses set out in Appendix F).

#### 1. Platform Setup and Customization:

- o Develop and implement an LMS tailored to the ICC's Training and Education needs.
- o Customize the platform to include ICC branding and integrate with existing ICC digital infrastructure.
- o Ensure the LMS supports multiple languages to cater to the global audience.
- o Tiered administration (or sub account structure) across global account to allow for full global visibility and standardisation of processes

#### 2. Workforce onboarding and applicant tracking

- o Create automated onboarding journeys for different categories of workforce in each country
- Automate the progression of applicant onboarding, screening, background check (e.g child safeguarding, working ith children, reference check) all the way through to engaging
- o Automate the contracting/engagement process for new applicants
- Automate the renewal process for all key certification requirements

#### 3. Course Management:

- o Enable ICC Members to register, promote, and administer ICC Training and Education courses.
- o Provide tools for creating, managing, and delivering both online and blended learning courses.
- o Enable Course Description, Overview, Learning Outcomes and any Selection Criteria for each course.
- o Maintain a live database of all users and their course completion status.

### 4. User Profile Management:

- Allow learners to register and maintain their Training and Education profile, tracking all completed courses, including accredited non-ICC courses.
- o Enable updates to personal information, such as name, email address, and registered country.
- o Enable users to select their preferred language for all interactions in the platform including workforce portal and communications

# 5. Scheduling and user interaction

- o Once applicants are confirmed and accredited, provide workforce portal for workforce to apply for roles and courses
- o Automated scheduling for workforce into roles they are qualified for (eg ICC Pathway event volunteer)
- For large workforces and course schedules, empower workforce to withdraw and have auto waitlist functionality to save time in managing rosters

# 6. Tracking and Reporting:

- o Allow ICC Members and ICC to track the learning journey of each user to determine 'active' status.
- o Facilitate the collection and transfer of 'Active' Coach & Umpire data for each Member at any given point in time to feed into Census/Scorecard.

- Enable workforce to provide live course feedback via mobile app pre and post course (eg Net Promoter Score on course content, extra cricket equipment needed).
- o Allow ongoing engagement with workforce to track experience with ongoing feedback forms to improve workforce experience.
- Ability for workforce to check-in and check-out of courses to track hours worked and impact made

#### 7. Integration and Accessibility:

- Ensure seamless integration with the ICC website and direct access from the LMS platform (as set out in Appendix G).
- o Provide APIs for integrating with other ICC systems as needed.
- o Implement a user-friendly web and mobile interface for easy navigation and use by learners, tutors, and administrators.
- o Integration to Userway for screen readers and increased text size
- Native language translation for different options within country

#### 8. Assessment and Certification:

- o Include functionalities for online assessments, quizzes, and assignments.
- o Allow for the signing off of online parts of courses through face-to-face/group training sessions.
- o Enable the uploading of evidence (e.g., group photographs, signed registers) to maintain integrity.

### 9. User Experience Enhancements:

- o Develop personal user profiles where learners can view their progress, certificates, and personal information.
- o Improve navigation to allow users to jump to specific parts of a module.
- o Ensure smooth transition between different sections of the course and the briefcase.
- o The ability to include real-time feedback surveys as part of course user experience
- o Inbuilt gamified reward and recognition (e.g allocation of points for achieving milestones for both training, course completion and courses delivered).

### 10. Support and Training:

- Provide customer support and clearly sign-posted help resources for users.
- o Offer training sessions, walkthrough videos, webinars, infographics, and written overviews for Master Educators, admins, and tutors.

#### 11. Administrative Features:

- o Implement notification systems for admins when participants complete or register for courses.
- o Provide clarity on admin access levels and a comprehensive overview of admins and tutors per country.
- o Facilitate better tracking of course enrolment and completion statistics.

### 12. Compliance and Security:

- o Ensure compliance with established government and industry environmental protection policies.
- o Maintain a safe, sanitary, and healthy work environment for all employees and contractors.
- o Conduct business ethically, with fair trade practices and ethical sourcing.
- o ISO2071 compliance
- o SOC2 compliance

# 13. Insurance and Liability:

o Maintain appropriate insurance in accordance with clause 7 and provide evidence of such coverage

# 14. Other requirements

o Mobile app interface for workforce to engage with from registration to engagement

 Fully functional workforce management solution to onboard new workforce, empower them to manage their schedules and provide time and attendance of schedules/courses.

#### In Summary – Expected Deliverables:

- Fully functional and customized LMS platform. Fully functional workforce management solution to onboard new workforce, empower them to manage their schedules and provide time and attendance of schedules/courses.
- User guides and training materials for learners, tutors, and administrators.
- Regular updates and maintenance of the LMS.
- Detailed reporting and analytics tools.
- Ongoing technical support and customer service.

#### **Selection Criteria:**

- Extensive experience in providing LMS and workforces management services, particularly for international sports organizations.
- Strong financial position and sufficient resources to deliver the services.
- Trained personnel familiar with major international sporting events.
- Ability to provide innovative and cost-effective solutions.

The Successful Applicant will demonstrate their capability to deliver a high-quality LMS and workforces management solution that meets the ICC's needs and enhances the overall effectiveness of the ICC Training and Education Program.

### **APPENDIX C**

# **CRITERIA**

Each Proposal must include information to allow ICC FZ-LLC to evaluate the Relevant Experience, Organisational Criteria, Operational Criteria and Financial Criteria in relation to the Applicant (together the "Criteria") set out below. Proposals may, where appropriate, include the provision of documentary evidence in support of the relevant Criteria and Applicants are requested to address as fully as possible the questions set out below in respect of each of the Criteria. ICC FZ-LLC reserves the right to evaluate Proposals by reference to the below evaluation criteria and any other criteria in its absolute discretion.

#### **Relevant Experience**

- 1. What relevant experience does the Applicant have in relation to the international sport market? Please highlight any specific cricket experience that the Applicant has.
- 2. How will your experience and expertise in providing services of a similar nature to the Services enable the Applicant to deliver the scope of the Services required?
- 3. What innovations, concepts, products or processes has the Applicant previously introduced in the space of Training and Education programs? How will the Applicant apply any of the foregoing to the Services?

# **Operational Criteria**

- 4. Please provide an in depth "reverse brief" in which the Applicant details its understanding of the Services delivery requirements and strategies, highlighting cost effective solutions.
- 5. In addition to the staffing plan, please provide an overall project summary which sets out a proposed detailed project timeline, highlighting the key dates and milestones in the planning and implementation process.
- 6. Please provide a full list of all exclusions or dependencies expected to be provided by or on behalf of ICC FZ-LLC for the delivery of the Services.
- 7. Please identify any material risks in the provision of the Services and how the Applicant will manage any risks associated with the delivery of the Services.

#### **Organisational Criteria**

- 8. Please include a detailed staffing plan of how the Applicant intends to deliver of the Services in line with the required timescales (including an organisation chart, the size and composition of the proposed team, respective responsibilities and escalation paths) and how the Applicant believes each team member's experience makes them suitable for these roles.
  - Within the staffing plan indicate whom the Applicant proposes to act as its Account Director/Manager for the Services and how the Applicant believes their experience makes them suitable for this or these role(s).
- 9. How will the structure, composition and experience of the Applicant's project team ensure delivery of the Services in line with the required timescales?
- 10. Will the Applicant have the capability to change staffing rapidly as required? Does the Applicant propose to sub-contract any aspect of the Services? If so, please provide full details about proposed sub-contractors and any other material information.

#### **Sustainability and Ethical Business Practices**

- 11. Please provide details of how the Applicant will ensure that: (i) the Services will be delivered safely and in compliance with established government and industry environmental protection policies; and (ii) that the delivery of the Services does not present unnecessary risks to the environment or public. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to ICC FZ-LLC upon request.
- 12. Please provide details of how the Applicant shall ensure that it maintains a safe, sanitary and healthy work environment for all their employees and contractors engaged in the delivery of the Services. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to ICC FZ-LLC upon request.
- 13. Please provide any information that the Applicant considers relevant in relation to the provision of the Services from a sustainability perspective, with reference where relevant to appropriate provisions in the Applicant's ESG (Environmental, Social and Governance) policies and practices.
- 14. Please provide details of how the Applicant ensures that it conducts its business generally and in relation to the provision of the Services in an ethical manner including without limitation in relation to the Applicant's fair trade practices and ethical sourcing. If applicable, this will include the provision of details of the systems and controls in place in order to ensure compliance with the Modern Slavery Act 2015. The Applicant may make reference to policies and procedures that it has in place, and which can be made available to ICC FZ-LLC upon request.

# **Financial Criteria**

- 15. Please detail the total cost of the Proposal as referenced in Appendix E. The budget shall be provided in United States dollars (inclusive of all applicable taxes (e.g. service tax or VAT)) clearly identifying inclusions and exclusions. Pricing is to be separately listed in the scope of Services set out in Appendix B. The Applicant's detailed budget should include a line-by-line breakdown of expenses. Full assumptions and specific costs should be provided to support how the pricing has been structured
- 16. Please provide supporting details on all categories of costs.
- 17. Please provide the Applicant's audited financial statements from the last three (3) years.

# **APPENDIX D**

# **TIMETABLE**

The current timetable for the Selection Procedure is as follows:

	Date *
RFP published on ICC website and sent to potential Applicants	8 May 2025
Deadline for receipt of enquiries, requests for information or clarification from Applicants	22 May 2025
Deadline for receipt by ICC FZ-LLC of Proposals from Applicants	5 June 2025

<sup>\*</sup> Applicants are reminded that these dates may be amended by ICC FZ-LLC, in its absolute discretion, for whatever reason and at any time.

# **DETAILS OF APPLICANT**

ICC FZ-LLC shall treat the following information as confidential:

1	Full name of Applicant:	
2	Type of business activity:	
3	Address and headquarters: Please note if there are multiple office locations:	
4	Phone number:	
5	Fax number:	
6	Email address:	
7	Website:	
8	Contact person, position in company and contact details:	
9	Trade register entry and legal status	
10	Composition of board of directors and management, including total number employees:	
11	Summary (in table form) of key personnel, including name, position, summary of	

	skillset, estimated time commitment to implementing the Services as a percentage of their overall time:	
12	Parent company and/or holding structure and substantial shareholdings in other companies (> 25%):	
13	Details (including supporting documents) of the Applicant's financial status including, but not limited to, details of the most recent audited reports and accounts (last 3 years), Copy of the trade licence, general financial performance and any applicable credit ratings.):	
14	References (previous business involvement in sports events and other major events); please indicate name, title/function, phone, email:	
15	Years of experience in the current business:	

By submitting a Proposal, I confirm for and on behalf of my organisation that I have read and understood the terms and conditions of the RFP issued by ICC FZ-LLC for the appointment of an organisation to provide the Services, and I agree for and on behalf of my organisation that the organisation which I represent is and shall remain bound by such terms and conditions.

Signature:	
Name:	 
Title:	
Organication	
Organisation:	
Place:	
Date:	

# **APPENDIX E**

#### PRICE QUOTATION

Applicants should provide as part of the Proposal a fully itemised unit breakdown of costs for the Services as requested in Appendix B.

Management fees and other costs must be clearly stated and must be inclusive of any and all taxes that may be chargeable thereon.

Applicants are requested to note the following:

- (a) ICC FZ-LLC's preferred payment schedule shall be determined following a review of the information provided in Proposal by the successful applicant/s
- (b) All costs detailed in the price quotation must be in United States dollars and all invoices shall be issued and paid in United States dollars. For the sake of clarity breakdown of costs should include details of all costs budgeted in local currency (if applicable) and translated to United States Dollars); and
- (c) The cost budget and any management fees shall be deemed to be inclusive of any and all taxes (including sales tax and VAT) and, further, shall be subject to any deduction or liability for withholding tax as may be applicable, provided that in such circumstances ICC FZ-LLC shall deliver to the Successful Applicant(s) evidence that withholding taxes have been deducted and deposited with or paid to the relevant taxing authority and shall provide a certificate to the Successful Applicant(s) in accordance with the provisions of the relevant law.

Applicants are expected to provide detailed cost breakdowns of their fixed, variable and optional costs in the excel table format attached.

ICC Trair	ning & Education services	Description	UNIT	RAT	ГЕ	<b>TOTAL US\$</b>
	Items	please provide specifics		Local Currency	USD	
1	Platform Setup & Hosting					-
1.1	Initial build phase	One time Costs				-
1.2	Integration costs	One time Costs				-
1.3	Integration with ICC's digital products (website, mobile app,	One time Costs				-
1.4	Annual hosting fees	Ongoing				-
1.5	Marketing and automation platform integrations	Ongoing				-
1.6	Third party integration costs	Ongoing				-
1.7	Third party licence costs	Ongoing				-
1.8	Number of Users	Ongoing				-
1.9	Other costs (please specify)	Ongoing				-
2	Management & Reporting					-
2.1	Servicing and tracking	Ongoing				-
2.2	Live automated dashboard	One time cost				-
2.3	Assessment and Certification	Ongoing				-
2.4	Customer Support	Ongoing				-
2.5	Customer Surveys	Ongoing				-
2.6	Benchmarking	Ongoing				-
2.7	Other costs(Please specify)					-
3	Other costs (if any)	(if applicable only)				-
3.1	Language translations					-
3.2	Administration Support (if different to Customer)					-
3.3	Taxes (please specify)					-
3.4	Add as necessary					-
				GRAN	ID TOTAL	

# **APPENDIX F**

# **ICC TRAINING AND EDUCATION COURSES**

The following courses are currently offered under the ICC Training and Education Program and are available for delivery by all ICC Members.

- 1. ICC Criiio Cricket Program Facilitator Training
- 2. ICC Coaching Foundation Certificate
- 3. ICC Coaching Level 1 Course (Hybrid)
- 4. ICC Coaching Level 2 Course (Hybrid)
- 5. ICC Coaching Level 3 Course
- 6. ICC Umpire Foundation Certificate
- 7. ICC Umpire Course Level 1 (Hybrid)
- 8. ICC Pitch Curator Foundation Certificate
- 9. ICC Level 1 Coach Tutors Course (Hybrid)
- 10. ICC Level 1 Umpire Tutors Course (Hybrid)
- 11. ICC Level 2 Coach Tutors Course (Hybrid)

# **APPENDIX G**

# **ICC TECHNOLOGY STANDARDS & REQUIREMENTS**

1.	Security	Default delivery standard	Does default delivery standard apply (Y/N)	If default is not applicable, provide explanation for non- applicability or agreed alternate standard of delivery
a.	SSO	Single Sign On		
b.	Multifactor Authentication	Username, Password +1 or more factors required for successful Authentication.		
C.	Geo-fencing	Authentication only possible from specific countries		
d.	Encryption	Encryptions at rest and transit – provide details		
e.	Logs and Monitoring	Application, system and security logs with 3 <sup>rd</sup> party monitoring – provide details		
f.	Vendor Remote access (development / testing environment only)	Vendor remote access to development /testing environment for maintenance, testing, changes, and bug fixes.		
g.	RBAC	Role based access controls – provide details		
h.	Any additional Controls please add here			

2	Training	Default delivery standard	Does default delivery standard apply (Y/N)	If default is not applicable, provide explanation for non-applicability or agreed alternate standard of delivery
a.	Training			

3	Service Levels	Default delivery standard		If default is not applicable, provide explanation for non-
			3.5.13.13.13	pro nee or premented for the

		delivery standard apply (Y/N)	applicability or agreed alternate standard of delivery
a.	Standard Support - incident/change request, no impact to user ability to access and use the system		
b.	Critical Support - business critical interruption, end user impact, unable to access system, carry out critical functions		
C.	Any additional service levels please add here		

4	Quality & Assurance	Default delivery standard	Does default delivery standard apply (Y/N)	If default is not applicable, provide explanation for non- applicability or agreed alternate standard of delivery
a.	Q&A			
b.	Build Technical Specification	Must include functional, performance, security, and accessibility specification of current build. Vendor supplied		
C.	Issue tracking and remediation			
d.	Project Management	Click or tap here to enter text.		

5	Hosting	Default delivery standard	Does default delivery standard apply (Y/N)	If default is not applicable, provide explanation for non-applicability or agreed alternate standard of delivery
a.	Cloud	Is it cloud based?  Can solution be hosted in ICC's Azure		

b.	On-Premises	Does solution support onPrem (Legacy)	
C.	Development / Testing environment	Separate parallel environment for all development, testing and Q&A	
d.	Backup	Backup to disk and tape/cloud – provide details	
e.	Business Continuity / Disaster Recovery	Mirror warm standby setup – provide details	
f.	Mobility	Availability of solution as App on mobile / tablets	
g.	AI / ML		

6	Governance	Default delivery standard	Does default delivery standard apply (Y/N)	If default is not applicable, provide explanation for non- applicability or agreed alternate standard of delivery
a.	Insurance			
b.	Certifications/Compliance (Eg: ISO270001, GDPR etc.)			
C.	Legacy	Availability of alternate viable copy of the data/system post wind down of the production system		

7	LMS features	Default delivery standard	Does default delivery standard apply (Y/N)	If default is not applicable, provide explanation for non-applicability or agreed alternate standard of delivery
a.	SCORM compliance	Ability to upload SCORM courses and include in training content		

b.	Content \ Training	Setting permissions	
	Management	Assigning courses	
		Tracking completion	
		Auto schedule training	
		Trigger reminders for pending trainings	
C.	User Management	SSO option for all ICC users (multiple domain users) to be linked to ICC's Azure	
		Wider users to have Application MFA at minimum (not to be linked to ICC's Azure)	
d.	Gamification / Interaction learning		
e.	Assessments / Certifications		
f.	White Labeling	Option to remove all mentions of LMS brand, if required	
g.	3 <sup>rd</sup> Party integrations	APIs	
	mogrations	Content integrations (insert YouTube etc.)	
		Microsoft O365 (Teams)	
h.	Reporting / Analytics	Intuitive features for LMS admins and users to track learning status / progress	