



# **“LEGACY COURTS” 2015 PAN AM GAMES**



## **REQUEST FOR PROPOSAL**

July 26<sup>th</sup>, 2015



## **A UNIQUE OPPORTUNITY**

The Pan Am Games Toronto2015 Legacy Program is gifting Squash Canada the courts to help us develop Canada's elite squash program.

Squash Canada is now looking for a home for the ASB state-of-the-art 3 glass-back court unit (with integrated lighting) which mechanically converts into *2 softball doubles courts*.

The value of these courts is: **\$195,000 (CDN)**

Are you, or an organization you are associated with, interested in acquiring the usage of this asset?

***Then please read on...***

**RFP issued by:**

## **SQUASH CANADA - BOARD OF DIRECTORS**

<b>LOLLY GILLEN</b>	<i>President</i>
<b>ANDREW McDOUGALL</b>	<i>Athlete Director</i>
<b>JOHN ROCHE</b>	<i>V.P. Operations</i>
<b>PATRICK RYDING</b>	<i>V.P. Technical</i>
<b>SHAUN THORSO</b>	<i>V.P. Finance</i>
<b>GENE TURK</b>	<i>V.P. High Performance</i>
<b>STEVE WREN</b>	<i>V.P. Player Development</i>

## **SQUASH CANADA - STAFF**

<b>STEVE WREN</b>	<i>Acting Executive Director</i>
<b>JAMIE HICKOX</b>	<i>Performance Director</i>
<b>WHITNEY FULLER</b>	<i>Sport Development &amp; Events Manager</i>



## REQUEST FOR PROPOSAL - 3 PAN AM LEGACY COURTS

This document outlines the requirements Squash Canada will be considering to identify a new home for the 3 glass back court unit built by ASB that the Pan Am Games "Toronto2015" will gift to Squash Canada as a legacy (herein after referred to as the "Legacy Courts").

Squash Canada wishes to enter into a Legacy Principles Agreement for the Legacy Courts with a home for these courts in Canada that will best serve the interest of Squash Canada, and the squash community as a whole (herein after referred to as the "Facility").

The Legacy Courts are intended to provide additional courts for our top junior and senior players to train and develop into internationally recognized athletes.

**Interested parties who are preparing a bid must contact the Acting Executive Director named above to register their intent to respond by providing a contact name, an email address and a telephone phone number.**

All questions/clarifications pertaining to this RFP must be provided electronically in writing and received by:  
**4:00pm EST, August 10th, 2015.**

**To the attention of:**

**Steve Wren - Acting Executive Director, Squash Canada**

**By Email: - [swren@squash.ca](mailto:swren@squash.ca)**

**By Fax: - (613) 228-7732**

All questions, answers, clarifications and information related to this RFP will be shared with all registered bidders.

Any questions/clarifications received **after** this date/time may be answered at the discretion of Squash Canada and only done so as not to disadvantage any bidder.

Proposals for the Legacy Courts must be received in writing by Squash Canada no later than:

~~**4:00pm EST, August 14th, 2015.**~~

**5:00pm EST, August 28th, 2015. (EXTENDED DEADLINE)**

**To the attention of:**

**Steve Wren - Acting Executive Director, Squash Canada**

**By Email: - [swren@squash.ca](mailto:swren@squash.ca)**

**By Fax: - (613) 228-7732**

**By Mail/Courier: Squash Canada**

**20 Jamie Ave, 2<sup>nd</sup> Floor**

**Ottawa, Ontario, Canada, K2E 6T6**

Both electronic proposals and hardcopy proposals are accepted.

The Board of Squash Canada intends to announce the Facility to be awarded the Legacy Courts on or before:

**4:00pm EST, September 11<sup>th</sup>, 2015. (EXTENDED)**

## **REQUIREMENTS OF A FACILITY'S PROPOSAL**

Squash Canada has listed the necessary Facility Criteria for a Facility to base their Proposal on.

In the proposal, bidders are asked to:

1. Address and describe how you will satisfy the requirements listed in the Facility Protocol, in particular:
  - a. Facility Criteria
  - b. Responsibilities of the Facility
  - c. Management of the Facilities
2. Provide a financial outline of the how the costs for delivery (from Toronto) and construction of the courts will be covered.
3. Additional information that supports your proposal is welcomed and will be considered if directly relevant to the objective of awarding your Facility the asset.
4. Agree to provide binding responsibility from your organization's authorized signing officer on the:
  - a. Facility Protocol (Appendix A)
5. Enter into a Legacy Principles Agreement (available upon intention to bid being submitted to Squash Canada).

## **EVALAUTION CRITERIA**

Squash Canada will be evaluating bidder's proposals on the following weighted criteria:

1. 50% - Meeting and/or exceeding the requirements of the Facility Protocol requirements as stated above (a, b, c).
2. 30% - Financial capacity to have the Legacy Courts transported to the facility and erected by ASB, or their agent, within the stated timeline. Demonstrate the long-term financial sustainability to properly maintain and operate the Legacy Courts in accordance with the Facility Protocol.
3. 20% - Additional information

### FACILITY PROTOCOL

#### Definitions

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**National programs** – Male / Female / Junior men / Junior women include Camps / Trials / National events / and day to day training with elite coaching, Talent ID and "Talent Squads" / PSA and WSA tournaments.

**Provincial programs** include: Team training / University team training / School programs / Grass roots / Talent ID training, Coaching and Referee clinics / Exhibitions with top players / PSA and WSA events.

#### Facility Criteria

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To accommodate the size the 3 court unit, the Facility must have each of the following:

1. A clear completely level floor space of not less than 73' x 40'.
2. A minimum ceiling clearance of 21'6" if connected to a permanent wall (as in most situations) otherwise a minimum ceiling clearance of minimum 28' if a freestanding unit.
3. Minimum building entrance dimension of 6'6" width and 8'6" height.
4. There must be a clear pathway from the entrance door of the building to the location that the courts are to be erected.

\*\*\*\* PLEASE REFER to the accompanying technical drawings for precise court dimensions \*\*\*\*

**The Facility must:**

- A. Contain a minimum of 4 squash courts (including the Legacy Courts) accessible to Squash Canada athletes for the purpose of training as required;
- B. Permit public access on the Legacy Courts;
- C. Have the ability for a seating capacity of not less than 250 court viewing seats;
- D. Have onsite weight and fitness training facilities;
- E. Agree to promote international softball doubles and allow the Legacy Courts to be converted into the doubles court as required;
- F. Have in their employ/under contract or have access to a level 2 or higher coach to help run training sessions;
- G. Be in a city or area with a sustainable critical mass and an identified pool of talent ID athletes to foster further National Team athletes;
- H. Allow Squash Canada to operate national team training programs and to include additional athletes and Talent ID programming through the use of the Legacy Courts;
- I. Allow Squash Canada identified athletes access to the Legacy Courts at all times that the facility is operational as arranged with the Facility Manager in advance;
- J. Allow both Squash Canada and the Provincial Squash Association access to the Legacy Courts to run both Provincial and National championships and programs;
- K. Be fully operational including the installation of the Legacy Courts on or before January 1st 2016.

## Responsibilities of the Facility

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### The Facility will:

- A. Covenant and agree not to encumber in any way, any Legacy Courts and acknowledges that Squash Canada is the sole and rightful owners of all the Legacy Courts throughout the entire term of the Facilities Agreement or any renewal thereof. For clarity, this Agreement in no way provides any sort of ownership rights of the Legacy Courts to the chosen facility;
- B. Agree to carry liability and replacement insurance for the Legacy Courts at all times throughout the term of the Legacy Principles Agreement or any renewal thereof. Failure to carry valid insurance will be grounds for immediate termination of the Legacy Principles Agreement. It is understood and agreed that Squash Canada will be named on the Facility policy as an additional insured (as per an Insurance Policy to be agreed upon between the parties);
- C. Be responsible for any costs relating to the delivery of the Legacy Courts from Toronto to the Facility;
- D. Be responsible for any costs relating to the installation of the Legacy Courts by ASB or its authorized agent;
- E. Be responsible for all costs related to the day to day maintenance and operation of the Legacy Courts in accordance with the specifications of ASB;
- F. Covenants and agree to remain a member in good standing with their Provincial body throughout the term of the Legacy Principles Agreement; and
- G. Covenants and agree not to brand the Legacy Courts without the prior written consent of Squash Canada which consent shall not be unreasonably withheld. Any such branding shall be subject to a 50/50 revenue sharing agreement on any sponsorship that applies to the front wall or any other part of the Legacy Courts.

## Management of the Facilities

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- A. Squash Canada and the Facility recognize that the ability to continuously generate revenue for the facilities and to increase player usage is fundamental to the long-term success of squash. These factors also are paramount to achieve its sport development aspirations and deliverables. The Facility will agree to collaborate with Squash Canada to accomplish their collective goals of long-term sustainability and organic growth;
- B. The Facility will continue to have all the fiduciary responsibilities to maintain the courts, together with all ongoing maintenance, management and operational responsibilities of its premises;
- C. The Facility will agree to invite a Squash Canada Board member or Board appointee to attend quarterly meetings with either the Management Team or Board of Directors of the facility, upon execution of the Legacy Principles Agreement to ensure the fulfillment of the Agreement remains viable throughout the term of the Agreement;
- D. Provided not in default of the Legacy Principles Agreement and in consideration of having fulfilled all the conditions of the Agreement; for the sum of \$1.00, the Legacy Courts shall become the property of the chosen facility free and clear of all encumbrances at the end of the term.

## Right to Access

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- A. Squash Canada or its agents may enter the chosen facility premises at any time throughout the term of the Legacy Principles Agreement upon not less than 24 hours written notice to the chosen facility in order to conduct an inspection to check for safety or maintenance standards, or any problems relating to the Legacy Courts.

## Term

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- A. The term of the Facility Principles Agreement shall be for a period of 10 years unless earlier terminated pursuant to the Agreement.

## Default and Termination

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- A. If either party at any time during the term of the Legacy Principles Agreement fails to meet any of the obligations herein the non-defaulting party may terminate the Agreement if such default is not cured within thirty (30) days of written notice to the defaulting party specifying in reasonable detail the nature of such default together with details of the remedy required. Furthermore, should Squash Canada determine that the Legacy Courts are not being maintained by Facility in the agreed standard to be determined in advance by both parties, Squash Canada shall deliver written notice to the Facility of such default. The Facility shall have a period of 30 days from receipt of said notice to respond in writing delivered to Squash Canada and/or cure the alleged default. In the event the parties cannot mutually reconcile their differences, they shall jointly agree to appoint an independent arbitrator (chosen from the Sport Dispute Resolution Centre) to rule on whether the Legacy Courts are being maintained as per the agreed standard. Said ruling will be final and accepted by both parties without further recourse. In the event the arbitrator rules that the Legacy Court(s) has not been maintained by Facility and the default is not cured within the 30 days of such ruling, delivered in writing to both parties, Squash Canada shall have the right to remove the Legacy Courts forthwith at their own expense.
- B. Squash Canada will retain the right to terminate the Facility Principles Agreement upon six (6) months written notice to the Facility of its intention to terminate the Agreement, if:
- 1) The Facility is no longer a sanctioned Squash Canada training facility;
  - 2) The Facility fails to be a member in good standing of with their Provincial body.
  - 3) The Facility is not in good standing with all its payables, including but not limited to, insurance premiums, realty taxes, utilities and all lease payments to the Landlord of the Facility if not owned.
  - 4) The Facility does not comply with all building code or work orders set by any governmental body having jurisdiction over the Facility's property

## Other Clauses of a Legacy Principles Agreement

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Squash Canada at a minimum will require the following clauses included in a Legacy Principles Agreement between Squash Canada and the Legacy Court Facility:

### Conditions Following Termination

- A. Upon termination, the Parties agrees to:
- 1) Pay all their respective debts owing to creditors relating to the Legacy Principles Agreement.
  - 2) Coordinate a smooth transition so the services described herein are not jeopardized.

### Indemnity:

- A. The Facility will agree that Squash Canada will not be liable to the chosen Facility, or to any other party, including the personal representatives and assigns of a participant in the event of a death or injury, for any loss, claims or damages arising from an injury to or death of a participant or injury to or death of any other person resulting, directly or indirectly, from any activity undertaken by the chosen facility pursuant to the Agreement or as a result of the activities held at the chosen facility.



- B. The Facility will agree to indemnify and hold harmless Squash Canada and its directors, officers, athletes, coaches, staff, consultants, agents and volunteers (“Squash Canada Indemnified Parties”) from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless the Squash Canada Indemnified Parties from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees, and disbursements) of or by anyone that directly or indirectly results from, or arises out of:
- 1) Any negligent act or omission or wilful misconduct of the Facility or its directors, officers, servants, subcontractors, contractors or any other persons for whom in law the Facility is responsible for and who are acting under the chosen facility direction or supervision;
  - 2) Any breach of any term, obligation, requirement, covenant or condition of the Legacy Principles Agreement on the part of the Facility.

## Limited Liability

- A. Notwithstanding anything to the contrary outlined herein, in the event the Facility incurs any expenses, damages or other liabilities in connection herewith, Squash Canada’s liability will be limited to proven, direct, actual damages incurred by the chosen Facility. In no event will Squash Canada be responsible for any special, consequential, profit loss, punitive, reliance or other indirect damages.

## Waiver

- A. The failure by either party at any time or times to demand strict performances by the other of any terms, covenants or conditions to be set out or contained herein shall be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

## Severability

- A. If any provision of the Legacy Principles Agreement will be declared illegal, invalid, void or unenforceable by any jurisdiction or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

## Assignment

- A. Neither party shall have the right to assign or transfer any of its rights or obligations hereunder without the express written consent of the other party. In the event of a merger or consolidation of the chosen facility with any other entity, Squash Canada in their sole and absolute discretion shall have the option to accept or not to accept such merger or consolidation and assignment thereof.

## Confidentiality

- A. Each party shall protect and not disclose or use the confidential information of the other party except as permitted by the Legacy Principles Agreement, or as necessary to perform their obligations under the Agreement. Each party shall disclose the other’s confidential information only to its employees or agents who have a need to know and are bound by obligations of confidentiality. Financial information including the terms and all amounts paid under this Agreement are deemed to be confidential.

## No Employer/Employee Relationships

- A. Nothing contained in the Legacy Principles Agreement shall be construed as establishing a relationship of employer/employee, partnership, principal/agent or principal/broker between the Squash Canada and the chosen facility.

## Entire Agreement

- A. The Legacy Principles Agreement shall constitute the entire agreement between the parties and may not be changed or modified except in writing and signed by both parties.

## Governing Law

- A. The Legacy Principles Agreement will be governed by and construed in accordance with the laws of the Province of the chosen facility.

## GENERAL

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- A. The RFP from Squash Canada and the Proposal from the Facility will serve as components of the Legacy Principles Agreement and may be referred to for compliance at any point during the term of the Legacy Principles Agreement.
- B. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in the Facility Protocol and Legacy Principles Agreement, and will execute the Legacy Principles Agreement knowingly and voluntarily.
- C. This Facility Protocol does not constitute the sole and entire agreement between the parties, or supersede any final agreements, understandings and arrangements between the parties. The Legacy Principles Agreement and any amendments thereof shall be signed by each of the parties within ten (10) business days of designation by Squash Canada of the Legacy Courts to the chosen facility.

***This Facility Protocol has been executed by an authorized signing officer of the Facility who has the authority to represent and bind the Facility under the terms and conditions herein.***

DATED AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

**SIGNED:**

**FACILITY:**

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**FACILITY (Name):** \_\_\_\_\_

**WITNESS (Name)** \_\_\_\_\_