

**HALIFAX REGIONAL  
MUNICIPALITY**  
**On behalf of the Zatzman  
Sportsplex**

**REQUEST FOR EXPRESSIONS OF  
INTEREST -**  
**ZATZMAN SPORTSPLEX FACILITY SPACES NAMING RIGHTS**

**REOI Number:19-098**

**Date Issued 2019-09-11**

**Deadline Responses: 2:00pm Local Time  
2019-09-24**

**HALIFAX**

REQUEST FOR EXPRESSIONS OF INTEREST #  
ZATZMAN SPORTSPLEX FACILITY SPACES NAMING RIGHTS

Halifax Regional Municipality (HRM), in partnership with Dartmouth (Zatzman) Sportsplex Community Association, is seeking expressions of interest from qualified individuals/ firms to fund capital reinvestment and program support in exchange for naming rights of specific facility spaces within the Zatzman Sportsplex (ZSP).

The respondent should submit its response to this Expression of Interest (“EOI”) in accordance with the terms and conditions of this EOI and the submission instructions set forth in Section 1 ?

Note: There will be NO public opening and all response information will be held confidential pending selection of the naming partner or partners.

**Interested parties can request a tour or briefing to clarify any elements of the EOI and the naming rights opportunities. A tour and/or briefing of the Zatzman Sportsplex can be arranged by contacting Max Chauvin, [chauvim@halifax.ca](mailto:chauvim@halifax.ca) or 902-490-3179, General Manager Zatzman Sportsplex. Tours will only be conducted between the hours of 8:30 A.M. to 4:00 P.M. Monday through Friday, up to one week before the EOI closing date.**

All questions concerning the EOI shall be directed to Max Chauvin, General Manager, Zatzman Sportsplex, Phone 902-490-3179, or E-mail [chauvim@halifax.ca](mailto:chauvim@halifax.ca).

HRM reserves the right to undertake negotiations with one or more parties whose responses(s) interest HRM, and to enter into a naming rights agreement for all of the described spaces, some, or none, whichever in its opinion best serves the interest of HRM. HRM may, in its sole discretion, cancel the process at any time and assign the naming rights of ZSP to a party that did not express an interest via this process.

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## **BACKGROUND AND SUBMISSION INSTRUCTIONS**

### **INTRODUCTION**

The Zatzman Sportsplex (ZSP) is a key recreation, sport and community facility in the HRM. With estimated annual participation of 1,000,000 paid visits and the versatility to accommodate a range of programs and events, ZSP offers a broad range of community and regional experiences annually. It is conveniently located in the centre of the municipality and as such, has premium visibility by over 65,000 people each day. It is located at the MacDonald Bridge, one of the city's major traffic routes, across the road for a major hotel and convention centre, and near a regional library, shopping complex and various restaurants and other services. Owned by the Halifax Regional Municipality (HRM) and operated by the (Zatzman) Sportsplex Community Association, ZSP is an integral component of the region's recreation, sport, community and event inventory.

The Zatzman Sportsplex was originally opened in 1982 and has undergone a massive mid-life refit. The facility was closed from June 2017 until February 2019 when the renovations were completed. The renovations included the addition of a double gymnasium - offering many new options for physical activity and recreation in our community. The renovation also included a new fitness centre, with a view of Halifax Harbour, new program studios, a new splash area for children and other attractions in the pool, along with new public meeting and gathering spaces. In addition to the physical renovations the facility also launched with a new mandate to dramatically increase community accessibility and broaden the diversity of recreation and other programming offered to the community – both inside and outside the facility walls.

As part of the facility revitalization effort, naming rights for the overall facility were awarded to the Zatzman Family for the useful life of the building. That agreement does allow others to name specific spaces or components of the facility, such as the gymnasium.

HRM is seeking responses relative to the sale of naming rights for specific spaces inside the Zatzman Sportsplex. There are various opportunities available for consideration including naming specific components of the facility such as the gymnasium, pool, arena, or fitness centre, or naming specific programs such as the scholarship fund for disadvantaged families. Potential respondents are encouraged to contact the EOI Contact to learn more about the ZSP and the specific opportunities that may be available for naming.

The funding received from the sale of naming rights will be used for ongoing investment in equipping and operating all aspects the facility, including providing equitable access for all members of the community. In addition, the funding may be used towards the delivery of community recreational programming.

Selected respondents will provide financial remuneration in exchange for its brand's association with ZSP. The opportunities and benefits for the successful respondent may include: exclusivity rights, name and/or logo in official correspondence or promotional

opportunities (in particular when facility spaces are referenced) other promotional opportunities; hospitality and engagement; and custom signage.

## **1. SUBMISSION OF DOCUMENTS**

The respondent's submission shall include, at a minimum:

- a) General: Respondent shall provide the name of the firm or person(s), office address, telephone number, facsimile number, web site and email address.
- b) Include a description of the respondent's business history, number of years in operation, experience and general financial information (with a focus on the financial stability of the respondent). The respondent should include information about previous naming right initiatives.
- c) Include an overview of the business and branding objectives of the respondent and how a naming rights partnership could potentially benefit the respondent, HRM and the Zatzman Sportsplex.
- d) References: If available, respondents shall provide a list of up to three (3) current references who could evaluate the services offered by the respondent in a situation similar to the requirements of this Expression of Interest. The list should include the following information:
  - (i) Company Name and Address;
  - (ii) Representative and Telephone Number;
  - (iii) A brief, written description of the proposed partnership.
- e) A list of the expectations of the respondent including the specific space or program it wishes to name, and any related signage.
- f) The respondent's naming right remuneration and, if applicable, other revenues and the respondent's proposed means of paying this amount to HRM.
- g) Understanding and Approach: HRM is intent on exploring the potential of a naming partner(s). Respondents are encouraged to use creativity and innovation in responding to the ideas for participation. Respondents are invited to summarize succinctly those additional facts concerning the organization which it feels will assist HRM in its evaluation of the respondent's proposal.

## **1. NEGOTIATION OF AN AGREEMENT:**

Subsequent to the submissions of responses, interviews may be conducted with respondents, but there will be no obligation to receive further information, whether written or oral from any respondent.

Neither the submission of a response or an invitation to negotiate a contract shall create (or be deemed to create) any contractual obligations between HRM and any respondent or be construed as a contract. HRM will not be obligated in any manner to any respondent until a written agreement (a “**Naming Rights Agreement**”) has been negotiated and duly executed.

## **1. PROJECT BACKGROUND AND FRAMEWORK:**

### **A. FACILITY OVERVIEW**

The Zatzman Sportsplex (ZSP) opened in 1982 as a replacement for the Memorial Arena and is located on the Dartmouth Common. The facility currently includes a full gymnasium, 3 pools, a fitness centre, racquetball and squash courts, an arena with 3000 seats and several studios and function rooms. The facility has just completed a massive revitalization to position it to be successful for the next 25 years. Along with adjacent amenities of the MacDonald Bridge, Dillman Park, Dartmouth Bus Terminal, Dartmouth Shopping Plaza, Dartmouth High School, Bicentennial School, Skate Park, outdoor sport fields and other commercial businesses, it is a service and transportation hub for residents.

The facility has played a key role for residents of Dartmouth, Halifax, and beyond since it opened, and will continue to do so into the future.

Facility components include:

#### ***Aquatics***

- 3 pools, including 25-metre competition pool, leisure pool, and therapeutic hot tub
- Two large waterpark style waterslides
- 2 climbing walls
- A children’s splash zone
- Swimming lessons
- Public swimming opportunities
- A large swim team
- Aquafit classes
- A ramp into the training pool and a pool pod into the main pool to ensure that the pools are easily accessible to everyone, regardless of mobility concerns.

### ***Gymnasium***

- 12,000 square feet
- 2 full sized basketball courts divided with horizontal curtains into 'mini' courts
- Volleyball, badminton and pickleball courts
- Gymnastics and fitness
- Child and youth sport camps
- Hardwood floor
- Portable bleachers
- Ability to host local, provincial, national and international sport events

### ***Track***

- Indoor cushioned floor track engineered to increase shock absorption and reduce your muscle fatigue for a better run (or walk)

### ***Courts***

- One newly refurbished racquetball and handball court
- One new refurbished squash court

### ***Fitness Centre***

- 11,000 square feet with a panoramic view of the Halifax Harbour and skyline
- More than 70 pieces of cardio equipment
- Weight circuit, pin-select & free-weights
- Stretching area
- Cycle studio/Fitness Studios
- Boxing equipment
- Rubber flooring
- Accessible equipment for those with limited mobility

### ***Arena***

- Regulation size ice surface
- 3000 permanent seats with capacity of 4500 seats for concerts
- 40'x40' Stage
- 6 team rooms
- 2 local hockey teams using the Sportsplex as their home arena
- Ability to host large conventions, tournaments and events

### ***Plus***

- 3 Large function rooms
- Bright, mirrored Dance Studio
- Programs available for all age ranges with a focus on physical literacy
- Day-use lockers
- Café
- Social spaces
- Public WIFI
- Child Minding services
- Free parking

## **B. PROJECT BACKGROUND**

### *i. Partnership*

HRM is seeking potential respondents that share the values, vision and mission of HRM and the Zatzman Sportsplex as HRM strives to make people healthy, active, socially connected, and see them contribute to HRM allowing it grow and prosper. HRM seeks expressions of interest which will benefit everyone including the Dartmouth (Zatzman) Sportsplex Community Association, the respondent, HRM and the public.

### *ii. Goal*

Through the sale of the naming rights, the costs of increasing community accessibility and capital reinvestment can be offset.

### *iii. Objectives/Critical Path*

It is anticipated that Naming Rights Agreements will be negotiated with successful respondents in the Fall of 2019.

**C. CONSTRAINTS**

The award of this naming rights opportunity and the content of any resulting Naming Rights Agreement is subject to the approval of Halifax Regional Council and must comply with HRM’s administrative orders and policies, including, but not limited to:

- (i) Administrative Order 56 - Sale of Naming Rights (<https://www.halifax.ca/sites/default/files/documents/city-hall/legislation-by-laws/AO-56.pdf>), and
- (ii) Administrative Order 53 - Alcohol in Municipally Owned and Operated Facilities (<https://www.halifax.ca/sites/default/files/documents/city-hall/legislation-by-laws/AO-53.pdf>).

Without limiting the foregoing, the following constraints shall apply to this Expression of Interest:

1. Neither HRM, nor the Dartmouth (Zatzman) Sportsplex Community Association, may relinquish, through a Naming Rights Agreement or otherwise, any aspect of its right to manage and control an HRM owned asset.
2. The granting of naming rights shall not include an express or implied obligation, either on the part of HRM or the Dartmouth (Zatzman) Sportsplex Community Association, to purchase the naming entity’s products and services or to endorse either the naming entity itself, or the naming entity’s products or services.
3. Naming Rights Agreements must not conflict with the terms and conditions of any existing agreement entered into between HRM and a third party, including any existing naming rights agreements.
4. Any of the respondent’s signage, advertising and acknowledgements shall comply with HRM’s Corporate Identity Standards and applicable federal, provincial and municipal law.
5. Respondents shall bear all costs associated with the preparation and submission of a response to this Expression of Interest.

**2. EOI CONTACT**

For the purposes of this process, the “EOI Contact” shall be:

<b>Name/Title</b>	Max Chauvin General Manager Zatzman Sportsplex
<b>Email address</b>	chauvim@halifax.ca

Respondents should direct any questions regarding this EOI process to the EOI Contact.

### **3. SUBMISSION INSTRUCTIONS**

Respondents are asked to provide one (1) complete submission in hard copy and softcopy (PDF format by email or on either a USB Flash key or CD-ROM) including a completed and signed Respondent Submission Form (Appendix A), by the Submission Deadline Date and Time to the following address and to the attention of the EOI Contact:

**Procurement Section  
Halifax Regional Municipality  
c/o Customer Service Centre, 1st floor Alderney Gate  
40 Alderney Drive  
Dartmouth Nova Scotia  
B2Y 2N5**

*Ensure the external packaging is marked with the EOI number and respondent's contact information. Canada Post, Express Post and Priority Post **do not** deliver to the above address.*

## **APPENDIX A – RESPONDENT SUBMISSION FORM**

### **1. Respondent Contact Information**

<b>Please fill out the following form, naming one person to be the respondent’s contact for the EOI process and for any clarifications or communication that might be necessary.</b>	
<b>Full Legal Name of Respondent:</b>	
<b>Any Other Relevant Name under which Respondent Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code / Zip Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Website (if any):</b>	
<b>Respondent Contact Name and Title:</b>	
<b>Respondent Contact Phone:</b>	
<b>Respondent Contact Fax:</b>	
<b>Respondent Contact Email:</b>	
<b>Canada Revenue Agency Registered non-profit number (if applicable)</b>	

### **2. Terms of Reference**

In responding to this EOI, the respondent acknowledges its acceptance of the following EOI Terms of Reference:

#### ***a) Expression of Interest Not a Formal Competitive Bidding Process***

This EOI is issued for information gathering purposes only and is not intended to be, and is not, a formal legally binding “Contract A” bidding process. Without limiting the generality of the foregoing, the respondent acknowledges that there is no obligation, assurance or commitment by HRM that this EOI will result in any subsequent negotiations, partnerships, direct contract award, invitational tendering or open tendering process, and this EOI does not constitute a commitment by HRM to procure any goods or services, or to advise any respondents of subsequent competitive bidding opportunities that may be issued by HRM.

This EOI will not be used to evaluate, rank or select vendors, nor will it be used to pre-qualify or screen vendors for a subsequent competitive bidding process, if any.

***b) EOI Not to Limit the Municipality's Pre-existing Rights***

This EOI shall not limit any of HRM's pre-existing rights. Without limiting the generality of the foregoing, and regardless of whether a respondent responds to this EOI, HRM expressly reserves the right, at its discretion, to:

- i. seek subsequent information or initiate discussions with any organization;
- ii. elect not to establish any naming rights agreements.

These expressly reserved rights are in addition to any and all other rights of HRM that existed prior to the issuance of this EOI.

***c) Information in EOI Only an Estimate***

HRM makes no representation, warranty or guarantee as to the accuracy of the information contained in the EOI. Any quantities shown, or data contained in this EOI are estimates provided only as general background information.

***d) Respondent to Bear Its Own Costs***

The respondent shall bear all costs associated with or incurred in the preparation of a response to this invitation as well as the collection, processing, marketing or disposal of any additional material they collect resulting from a partnership. Such materials are the sole responsibility of the organization accepting or collecting them. There is no monetary value to this partnership.

Respondents are required to follow all municipal, provincial and federal laws in carrying out their activities.

***e) Accuracy of Responses***

The respondent acknowledges that the information provided in its submission is, to the best of its knowledge, complete and accurate.

***f) Submissions Will Not Be Returned***

Except where set out to the contrary in this EOI, the respondent's submission and any accompanying documentation provided by the respondent will not be returned.

***g) Confidential Information of The Municipality***

All information provided by or obtained from HRM in any form in connection with this EOI either before or after the issuance of this EOI that is not generally available to the public:

- (i) is the sole property of HRM and must be treated as confidential;
- (ii) is not to be used for any purpose other than replying to this EOI; and
- (iii) must not be disclosed without prior written authorization from HRM.

***h) Disclosure of Information***

The respondent consents to HRM’s collection of information as set forth in this EOI for the uses contemplated under the EOI. Respondents should not include information in their response that is proprietary or confidential. Information provided by a respondent may be released to third parties in accordance with governing laws.

To the extent that a respondent does include confidential or proprietary information, the respondent must identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by HRM. Where identified, the confidentiality of such information will be maintained by HRM, except where required by law, or by an order by a tribunal, or where a court requires HRM to do otherwise.

The respondent consents to the disclosure, on a confidential basis, of this submission by HRM to advisers retained by HRM for the purpose of reviewing this submission. The respondent acknowledges that HRM may make public the name of any and all respondents.

***i) Use of Submission Information***

The respondent acknowledges and consents to HRM incorporating any ideas, concepts, approaches, or strategies contained in its submission into any planning, design, procurement or contractual activities related to any aspect of the EOI without any obligation, liability, or consideration on the part of HRM.

***j) Governing Law***

This EOI process shall be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

Signature of Respondent Representative \_\_\_\_\_

Name of Respondent Representative (Print) \_\_\_\_\_

Title of Respondent Representative \_\_\_\_\_

Date \_\_\_\_\_