



REQUEST FOR PROPOSALS # 09-195

Central Library
Consulting Services

Infrastructure and Asset Management
Halifax Regional Municipality

DATE: 9 November 2009

CLOSING DATE: 2:00 PM, 21 November 2009

November 10, 2009

NOTICE

REQUEST FOR PROPOSAL **RFP #09-195**

Architectural Consulting Services - Central Library

Sealed Proposals, Six (6) copies - four (4) bound and one (1) unbound and one(1) in digital (PDF) format, for Consulting Services - Central Library Renovations - Halifax Regional Municipality, Halifax, Nova Scotia will be received by Halifax Regional Municipality Procurement Office, 3rd Floor, Duke Tower, Scotia Square, 5251 Duke Street, P.O. Box 1749, Halifax, Nova Scotia, Canada B3J 3A5, until end of business day, **2:00 PM, 21 November 2009.**

Questions concerning the procurement process may be directed to Stephen Terry terrys@halifax.ca and those of a technical nature to Terry Gallagher at gallagt@halifax.ca

The Halifax Regional Municipality reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the Halifax Regional Municipality.

Ann Feist
Operations Manager of Procurement

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INTRODUCTION

The Halifax Regional Municipality (HRM) requires the services of Professional Architect to provide Architectural and Design Consulting services for the Halifax Central Library.

1.0 GENERAL INSTRUCTIONS

1.1 Instructions and the Terms of Reference

INSTRUCTIONS AND FORMS: The Request for Proposal document may be obtained in person or by mail from, Halifax Regional Municipality Procurement Office, 3rd Floor, Duke Tower, Scotia Square, 5251 Duke Street, Halifax, Nova Scotia, Canada.

- (a) All proposals are to be submitted in accordance with Request for Proposal document.
- (b) All proposals are to be submitted in sealed, plainly marked envelopes. Proposals sent by facsimile or e-mail will not be accepted.
- (c) Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Halifax Regional Municipality Procurement Office.
- (d) Any respondent or respondents finding any discrepancy in or omission from the proposal, in doubt as to their meaning, or feeling that the proposal is discriminatory, shall notify at once the Halifax Regional Municipality Procurement Office in writing within 5 days of the scheduled opening of proposals. Exceptions as taken in no way obligates the Halifax Regional Municipality to change the proposal. The Halifax Regional Municipality Procurement Office will notify all respondents in writing, by addendum duly issued, of any interpretations made of proposal instructions.
- (e) The Halifax Regional Municipality will assume no responsibility for oral instructions or suggestion. All official correspondence in regard to the proposal should be directed to and will be issued by the Manager of Procurement, Halifax Regional Municipality.
- (f) All Proposals must be signed by an authorized signatory of the Proponent.
- (h) The Halifax Regional Municipality reserves the right to make additional copies of all or part of the Proponent's Proposal for internal use or for any other purpose required by law.
- (i) Proposals will NOT be publicly opened. Proponents will be advised of the results after evaluations of all Proposals has been completed and a successful Proponent has been determined.

1.2 Eligibility

Prospective proponents are not eligible to submit a proposal if current or past corporate and/or other interests may in the opinion of the Halifax Regional Municipality, give rise to conflict of interest in connection with this project. Proponents are to submit with their proposal documents any issue that may constitute a conflict of interest violation for review by the Halifax Regional Municipality. Halifax Regional Municipality's decision on this matter will be final.

1.3 Reservations

- (a) The Halifax Regional Municipality reserves the right to reject or accept any or all proposals or parts of proposals, when in this reasoned judgement, the public interest will be served thereby.
- (b) The Halifax Regional Municipality may waive formalities or technicalities in proposals as the interest of the Halifax Regional Municipality may require.
- (c) The Halifax Regional Municipality may waive minor differences in the proposal provided these differences do not violate the proposal intent.

1.4 Modifications/Addenda

The Halifax Regional Municipality may, at any time prior to the closing date and time, issue additional information, clarifications or modifications to the RFP by written addenda issued by the Operations Manager of Procurement or his/her designate only. It is the Proponent's sole responsibility to ensure they have received all addenda prior to submitting their Proposal.

1.5 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the Halifax Regional Municipality, if any.

1.6 Exceptions

The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

1.7 Currency and Taxes

Prices are to be quoted:

- in Canadian dollars;
- inclusive of duty, where applicable;
- exclusive of HST.

1.8 Compliance with Laws

The proponent will give all the notices and obtain all the licenses and permits, required to perform the work. The proponent will comply with all laws applicable to the work or performance of the contract.

1.9 Period of Submission Validity

Proposals will be binding 60 Days: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 60 calendar days following proposal opening date, unless the respondent(s), upon request of the Purchasing Agent, agrees to an extension.

1.10 Disputes

In cases of dispute as to whether or not an item or service quoted or delivered meets proposal requirements, the decision of the Halifax Regional Municipality, or authorized representatives, shall be final and binding on all parties

1.11 Grounds for Disqualification

The proponent shall direct all questions regarding this RFP or the Project to the individuals identified in Section 2.3 of this Document (Contract Administration). Any attempt on the part of the Proponent or any of its employees, agent, contractors or representatives to contact any of the following persons with respect to this RFP or the Project may lead to disqualification:

- (a) any member of the evaluation team (except those mentioned in this document) or any expert advisor to them;
- (b) any member of Council; and
- (c) any member of HRM staff
- (D) any member of the Halifax Regional Libraries Board
- (E) any member of Halifax Regional Libraries staff

2.0 ADMINISTRATION

2.1 Background

The Halifax Regional Municipality was formed on April 1, 1996 through the amalgamation of the former City of Halifax, City of Dartmouth, Town of Bedford, Halifax County Municipality, and Metropolitan Authority. The new municipality spans a geographic area of 5,600 square kilometres and provides municipal services to a population of approximately 380,000. These services include such typical municipal functions as police and fire protection, community development and planning, engineering and public works, sewage treatment, parks and recreation facilities, solid waste management and public transit.

2.2 General

Time is of the essence in the contract resulting from this proposal.

2.3 Contract Administration

Any questions concerning this Request for Proposals should be directed to, Stephen Terry , Senior Procurement Consultant, terrys@halifax.ca, Monday to Friday, 8:30 A.M. to 4:30 P.M or by and those of a technical nature to Terry Gallagher, Manager Facility Development, gallagt@halifax.ca.

Any significant questions will be responded to in writing with copies of the questions and associated responses distributed to all proponents having obtained copies of this Request for Proposals.

2.4 Existing Conditions/Information Session

Each proponent must satisfy themselves as to the exact nature, existing site conditions, and the scope and quality of work to be performed. Failure to do so will not relieve the successful proposer of their obligation to carry out the provisions of the contract.

2.5 Proponent's Qualifications

No contract will be awarded except to responsible proponents capable of providing the services contemplated.

Proponents must be primarily engaged in providing the services as outlined in this Request for Proposal.

Proponents shall be independent of and not affiliated with any prime service provider or manufacturer.

Proponents must have an extremely comprehensive understanding in the areas listed in this Request for Proposal. Understanding and previous experience in all aspects of similar projects is

very essential criteria in the qualifying process.

Proponents shall have a proven record of having provided this service requirement. Halifax Regional Municipality reserves the right to check all references furnished and consider the responses received in determining the award of this proposal.

The proponent's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. Halifax Regional Municipality reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

The proponent must be currently in service of providing the work associated with this project and have been engaged in this field for a period of no less than three years.

2.6 Indemnity

If the contract is awarded, the successful proponent will be required to indemnify and hold the Halifax Regional Municipality harmless and against all liability and expenses, including solicitor's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out or attributable to the proponent's performance of the contract awarded.

Any property or work to be provided by the proponent under this contract will remain at the proponent's risk until written acceptance by the Halifax Regional Municipality; and the proponent will replace, at the proponent's expense, all property or work damaged or destroyed by any cause whatsoever.

2.7 Insurance Requirements

The Proponent shall provide proof of Professional Errors and Omissions Insurance for all design professionals (such as architects, landscape architects or engineers) who provide the Proponent with signed stamped drawing or calculations. Such insurance shall have limits not less than \$2,000,000 each claim with respect to negligent acts, errors and omissions, and any deductible may not exceed \$50,000 each claim. The Proponent shall obtain such insurance when the Proponent subcontracts for any work from such a design professional, and prior to the submittal of Construction Documents. Any design professional required to obtain professional liability insurance must maintain proof of insurance for the term of this Agreement.

If requested at any time by HRM, the proponent will be required to provide General Liability Insurance in a form acceptable to HRM, with HRM as a named party. The amount of coverage will be \$2,000,000.

If requested at any time by HRM, the Proponent shall provide automobile liability insurance in respect to owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.

If the Proponent is legally obliged to be covered by Workers' Compensation and Health and

Safety regulations, the Proponent shall provide evidence of his coverage and that the premiums have been paid and are up-to-date. Proponent shall also be responsible for obtaining and providing evidence that any Subcontractor is also covered as required by law.

2.8 Method of Purchase

A purchase order will be issued by the Procurement Office for all services performed under this contract prior to the actual services being started.

2.9 Billing and Payment

The proponent shall submit a detailed invoice for services provided to both the Project Manager and the Accounts Payable Department at the following address:

**Halifax Regional Municipality
P.O. Box 1749, Halifax, Nova Scotia
B3J 3A5
Attn: Accounts Payable**

The invoice shall contain the following information:

**Purchase Order Number;
Period of Work;
Itemized List of Services Provided;**

- Time spent by each employee on the project in the billing period
- Expenses incurred on the project during the billing period
- A total showing how much money is billed in the current billing period
- A running total showing how much money has been billed previously
- Total billed to date (i.e., current plus previous invoices)
- Show the HST applicable to the entire billing
- A total showing how much is payable on the invoice.

Invoices beyond the original agreed value will not be accepted unless written consent from HRM is obtained. Invoices for extra work must be submitted separately and must be accompanied by a written justification of the work. (**Note: Written authorization from HRM is required prior to proceeding with any extra work.**)

The proponent shall invoice up to 90% of the original agreed value, the remainder, shall be invoiced upon successful completion of the work called for in the terms of reference.

Payment shall be made upon request of a proper invoice from the proponent and authorized by the head of the department or designee. Normal payment terms for the Halifax Regional Municipality is 30 days from receipt.

2.10 Exceptions

The proponent shall furnish a statement on company letterhead giving complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the proponent agrees to meet all requirements of the Request for Proposal.

2.11 Termination

- (1) **Termination for Convenience:** The Halifax Regional Municipality may terminate a contract, in whole or in part, if determined that such a termination is in its best interest, without showing cause, upon giving written notice to the proponent. The Halifax Regional Municipality shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the bid price for the work performed. The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- (2) **Termination for Default:** When the proponent has not performed or has unsatisfactorily performed the contract, the Halifax Regional Municipality may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of Halifax Regional Municipality. Failure on the part of the proponent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Halifax Regional Municipality in re-procuring and completing the work.

2.12 Availability of Funds

The contractual obligations of the Halifax Regional Municipality under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

2.13 Interpretation

The contract resulting from this Request for Proposal shall be construed under the laws of the Province of Nova Scotia.

2.14 Integration

This Request for Proposal document, the proponent's response to this solicitation, and subsequent purchase order(s) to the successful proposal contain the entire understanding between parties, and any additions or modifications hereto may only be made in writing executed by both parties.

2.15 Non-assignment of Contract

The proponent shall not assign the contract, or any portion thereof, except upon the written approval of the Halifax Regional Municipality.

2.16 Public Information/Proprietary Information

The Halifax Regional Municipality is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act* at Part XX. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. Any document submitted to the Municipality in response to this Request for Proposals is subject to this legislation and Respondents should be aware that any member of the public is entitled to request a copy of the document. In response to such a request, the Halifax Regional Municipality may be required to disclose some or all of the information in accordance with the criteria set out in the legislation, including sections 462, 480 and 481(1).

The Halifax Regional Municipality is also subject to the *Personal Information International Disclosure Protection Act*. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. The Act creates obligations for the Halifax Regional Municipality and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law.

2.17 Privacy

In compliance with section 5(1) of the *Personal Information International Disclosure Protection Act* (PIIDPA), HRM is required to ensure that any personal information in its custody or control, which includes personal information that may be held by any of its service providers, is stored and accessed only within Canada, unless the storage of or access to the information outside of Canada is to meet the necessary requirements of its operations.

The respondent, if successful, will become the service provider and will be subject to this legislation. As such, the respondent must clearly identify whether they are able to meet the PIIDPA requirements of storage of and access to personal information only within Canada.

The proposed solution must not permit the collection, use and/or disclosure of any “personal information” (as defined by section 461(f) of the *Municipal Government Act*) without the consent of the individual.

In the event that the Canadian vendor is acquired by a non-Canadian company, the Canadian vendor would no longer comply with the requirements of PIIDPA. Prior to the completion of any such acquisition, the Canadian vendor shall notify HRM of the proposed acquisition. The Canadian vendor agrees, at no cost to HRM and upon reasonable notification from HRM, to provide to HRM all HRM data in electronic format, and to completely purge all HRM data, including backups, from the Canadian vendor’s possession prior to the completion of the acquisition. A certificate from an independent third party verifying that all data, including backups, has been purged shall be provided to HRM prior to the acquisition of the Canadian vendor by a non-Canadian company. Acceptable third parties include professional accountants,

certified auditors and IT professionals.

2.18 Contract Agreement

The selected proponent will be required to enter into a contract agreement with the Halifax Regional Municipality.

2.19 Relationship of parties

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Proponent is an independent contractor in the performance of work and the provision of services under this Contract.

2.20 Intellectual Property Rights

The Halifax Regional Municipality will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract. Proposals regarding these rights should not be submitted in response to this Request for Proposal and will not be considered in evaluating responses. If in the future the Halifax Regional Municipality elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

2.21 Confidentiality

The selected proponent agrees not to release or in any way cause to release any confidential information that pertains to the HRM unless they have been specifically approved to do so in writing.

2.22 Added Value

HRM is interested in maximizing the value of expenditures at it relates to achieving additional value that would further benefit HRM and its operation, as well as its community of citizens and their tax based funding. As such, bidders are encouraged to consider, develop and propose added value concepts, programs, components and the like that would further enhance the proposed acquisition represented in this solicitation request.

2.23 Contractor Safety Management Policy

2.23.1 The proponent shall:

1. comply with all health and safety and environmental legislation in the performance of this contract and to practice the principles of proactive Due Diligence.

2. maintain a safe and healthy work environment during the performance of this contract.
3. ensure compliance with the provisions of HRM Contractor Safety Management Policy as found on HRM's web site at www.halifax.ca/procurement

2.23.2

The Proponent shall

1. comply with all health and safety and environmental legislation and any HRM policy or procedure applied to or applicable to this contract is a condition of the contract.
2. permit HRM to audit or inspect my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit or inspection.

2.23.3

The Proponent shall agree:

1. that HRM may address contractor safety deficiencies in the following progressive steps:
 - i. The problem will be identified to the Proponent, (site supervisor).
 - ii The Proponent's head office will be contacted about the problem, orally and followed up in writing.
 - iii The Contract may, at the discretion of HRM, be suspended or terminated and/or payment withheld by HRM.
 - iv If required to do so by legislation, HRM will immediately report the problem to the appropriate regulatory authority
2. that depending upon the nature and/or seriousness of the deficiency HRM reserves the right to bypass any or all of the steps described in subsection 2.23.3(1)

2.23.4

The Proponent shall acknowledge he has read the HRM Contractor Safety Management Policy as found on HRM's web site at www.halifax.ca/procurement and that the proponent understands and shall undertake to adhere to the terms of this Policy and to co-operate with HRM in its efforts to ensure compliance thereunder.

3.0 PROJECT BACKGROUND AND FRAMEWORK

3.1 NEED:

A new Central Library is to be constructed on a site occupying the corner of Spring Garden Road and Queen Street in the Halifax downtown retail corridor. The building program calls for a 108,896 square foot facility with additional expansion capacity of 30,000 square feet. In addition, 7,000 square feet of retail space is to be included on the site and parking requires consideration in conjunction with municipal redevelopment of adjacent lands. The new facility will replace the 38,000 square foot main library constructed in 1951.

The report dated June 2009, entitled “*A Partnership of Culture and Learning*” is the focus for a new Central Library for Halifax. The direction was the result of extensive public consultations which were conducted in developing Halifax Central Library - Building Program and Space Requirements for the new Central Library in the heart of the Capital District of the Halifax Regional Municipality (HRM). The public consultations made it clear that the community is seeking a library to support, cultivate, and sustain culture and learning in the community as a key community resource and partner.

The Scope of this Project is to provide complete consulting services for programming, design, construction documents, and site services to HRM for the construction of the new Central Library.

Approach:

The consultant will work primarily with a team of an individual(s) from Facility Development Halifax Regional Municipality, Halifax Regional Library, and members from the Project Steering Committee. These individuals and groups will be responsible for providing direction and resolving issues related to all aspects of the scope of services. The consultant will provide a single, focused point of contact throughout the term of contract. The individual so appointed will be a senior member of the consultant's team and will have full authority to commit the resources of the consultant.

Vision

The Halifax Central Library will be the foundation of the entire Halifax Public Library system. It will be the municipality's centre of information and knowledge where people from diverse backgrounds can meet, learn, discover, and share in the democratic act of enjoying free and equal access to information.

The Halifax Central Library building and the services it offers will represent the desires and vision of the residents of HRM, most of whom are users of the Halifax Public Libraries. It will be a technologically sophisticated and modern building that does not lose sight of Halifax's history and maritime heritage. The building will function as a focal point for the community where

groups and individuals will come to attend programs and discussions in one of the meeting rooms, or find a warm and inviting space in which to sit and read or study. It will be a place where lifelong learning is always the primary focus and visitors are introduced to the diverse cultures of the community, and indeed, to the wider world. Residents will enjoy the environment of a welcoming, inviting and completely accessible public building and all that it offers. The interior of the building will be open, bright and airy, an environment where visitors will feel like they are able to retreat from the complexities of urban life or gather together in community events and social interaction. The building will incorporate and reflect the ongoing creative culture of the HRM community through public art, exhibitions and programming. Special places will be created throughout the facility, allowing people of all ages to enjoy one of the quiet spaces or group areas. All aspects of the building will be universally accessible for all individuals. This is a public building that will service the needs of the community and function as a focal point for the entire Municipality.

The Central Library will be a sustainable and environmentally conscious building. This ideal will be reflected through the materials used for its construction and its furnishings, with the ultimate goal of achieving a LEED Gold accreditation. The Central Library will be a flexible space so that it may evolve as needs change and to keep pace with advances in technology but it will remain an efficient, friendly, and functional facility.

The new Central Library building program calls for a signature building that will be an enduring and instantly recognized Halifax landmark, embodying Halifax's civic values but also conveying a sense of wonder, expectation, and discovery. Through the unified success of its physical design and function, the new Central Library will both encourage and express the richness of Halifax's public, cultural, and intellectual life.

3.1.1 Guiding Principles

- A civic landmark and a source of pride and inspiration for all residents.
- A centerpiece of the Capital District, contributing to the economic revitalization of the downtown and sparking cultural and learning activities.
- An accessible, bright, and welcoming destination for adults, youth, families and newcomers providing opportunities for civic and social interaction as well as quiet individual use.
- An environmentally friendly, sustainable building.
- A rich resource centre for knowledge, learning and personal growth.
- An asset to the branch libraries by providing resources which assist them in being more responsive to local community needs.
- An adaptable and flexible space that will be able to meet the changing needs of users and accommodate new innovative technologies and new demands

3.1.2 Building Program

A Building Program has been developed. The complete report prepared by HOK Canada, entitled "*Central Public Library - Building Program and Space Requirements*," is available on the Library's website www.halifaxpubliclibraries.ca.

3.1.3. Studies

Prior to developing the Building Program, Halifax Regional Municipality and the Halifax Regional Library Board commissioned numerous studies outlining recommendations and evaluating building sites. These studies include:

- 1996: Towards a New Central Library: Use and Limitations of the Spring Garden Road Library and Projected Needs for a New Central Facility (*Library Staff*).
- 2002: Facilities Review and Inventory (*HRL & HRM RPAM*).
- 2004: Needs Assessment and Master Facilities Plan (*Terrain*).
- 2004: Spring Garden Road Pedestrian Study (*Chambers & Associates*)
- 2005: Capital District Public Facilities Needs and Opportunities (*HRM*)
- 2006: Spring Garden Road/Queen Street Area Joint Public Lands Plan (*EDM, Inc. with Urban Strategies, Inc.*)
- 2006: HRM Cultural Plan (*HRM*).
- 2009. Halifax Central Library Building Program and Space Requirement (*HOK Planning Group*).
- 2009. Pre-Development Assessment Report: Spring Garden Road - Queen Street Public Lands (*Colliers International (Atlantic) Realty Advisors*).
- 2009: HRM by Design: Downtown Halifax Secondary Municipal Planning Strategy, Downtown Halifax Land Use Bylaw, Downtown Halifax Design Manual.

3.1.4. Site Description

The location of the proposed Central Library is on the southeast corner of the Spring Garden Road and Queen Street intersection in the heart of the downtown retail corridor. The site is bounded by Dalhousie University to the east and adjacent to the Dalhousie University Faculty of Architecture. The entire west side of the block from Spring Garden Road to Morris Street has been identified as a unique opportunity for urban redevelopment with the intention that the Central Library serve as anchoring cornerstone. Spring Garden Road functions as a main pedestrian, public transit, and traffic corridor encompassing both institutional and retail usage

3.1.5. Public Art

Halifax Regional Council formally adopted the Public Art Policy in September of 2008. Amongst other things, the Policy compels planning processes for new, publicly accessible Municipal buildings to include consideration of public art components at a level of 1% of the total construction costs of the project.

The new Halifax Central Library represents one of the first instances in which public art will be considered at the earliest stages of the planning process for a new development within HRM. The intent of the Policy is to introduce artists at these early stages in order to most effectively identify the greatest opportunities for aesthetic, formal or critical additions to the functional properties of the space.

Public Art is defined as artwork having been planned and executed by a professional artist with the specific intention that it be sited in the public realm. The vast majority of existing public art in HRM is comprised of free-standing sculpture but public art also includes audio-based artworks, installation artworks, earthworks, light and water elements, video and media-based artworks, textiles, painting/murals, photography, ceramics, mosaics, performance, and many other forms.

Exterior public art can include all of the above disciplines and media. It is generally more monumental in scale than interior-sited public artworks, and can act as a strong community identifier and as an anchor point to any public open space.

Interior public art would include all of the above, but could also include display consideration for elements of the civic art collection including but not limited to painting and drawing, photography, printmaking practices, video/film, sound and sculpture, as well as artefacts and other heritage elements all of which had not been produced with the specific intent of being shown publicly.

3.1.6 Goal:

To create a civic landmark and centerpiece for the Capital District, ensure continuing high levels of service, optimal value for money and to implement new approaches that will result in increased efficiencies, Halifax Regional Municipality is seeking a best in class Consultant Team. The objective of this Request for Proposals is to identify the best qualified proponent to providing services for this initiative. In this regard, Halifax Regional Municipality is seeking detailed information from the short listed proponents.

Halifax Regional Municipality is committed to providing cost effective, high quality services to its residents. Inherent in this goal is the provision of appropriate and economical accommodations for its programs and the needs of the community.

The new Downtown Halifax Plan known as HRMbyDesign was adopted in 2009. The Plan sets clear direction for the downtown to become a vibrant, walkable, mixed-use centre. The Plan requires excellence in architecture and public space design, and stresses the importance of human-scaled, active streetwalls and enhancement of built heritage resources. The Central Library project will exemplify the vision of downtown that the community has expressed for itself through the downtown Plan.

HRM's sustainable environment strategy takes an integrated systems approach to clean air, land, water and energy. HRM wants to minimize its ecological footprint by increasing energy efficiency within its building portfolio. HRM is looking to aggressively reduce both its direct and indirect Greenhouse Gas (GHG) Emissions as part of its Partners for Climate Change commitment.

3.2 Project Framework

Proponents are advised that the competition of this commission and the selection of a Design Consultant will be based on the provision of all services as described.

Note: Refer to Appendix D for the project milestones.

The Schedule of Architect's Services will include the following Optional Services:

1. Fly thru video, lasting 4 minutes that will depict the exterior/interior of the building
2. Participation in site tours of facilities; duration 5 days minimum
3. Life cycle analysis of the district heating/cooling for the building
4. Participation during the community engagement process
5. Construction interference drawings
6. Design of interior and exterior signage
7. Multiple tenders packages
8. Coordination for the installation of Public Art

3.2.1 Program of Requirements

1. Refine the current program *Halifax Central Library Building Program and Space Requirement (HOK Planning Group)* into a comprehensive functional and facility program for the proposed Central Library that would define the public space, the building spaces, size, materials, finishes all fixed and movable equipment.
2. The comprehensive Program of Requirements will be prepared to define all design criteria with graphic elaborations where appropriate to catalogue the justifiable spaces, their functions and inter-relationships. A draft program of requirements is included in this document to assist in defining scope.
3. As an indication of the level of necessary detail, the Program of Requirements will be organized to include, but may not be limited to, the following:
 - a. Executive Summary
 - b. Introduction
 - c. General Requirements
 - d. Code (NBC and NFPA) and Regulatory Authorities Compliance Requirements
 - e. Compliance with HRM Public Works and Transportation Services, Municipal Service Systems ("Redbook") for traffic, siting and civil design standards
 - f. Space Summaries and Detailed Space Requirements
 - Building engineering systems
 - Facility Security Systems
 - Information Technology and Telecommunications
 - Energy Management
 - Installed Furniture and Equipment
 - g. LEED score card
 - h. Sustainability approach and features of the building

It is anticipated that the consultant will work closely with HRM/HRL staff or designated member of the Steering Committee to define the technical requirements for the Program of Requirements.

The Program of Requirement for the site is to be submitted in a graphic and text format. This section is to include a comprehensive site analysis, including existing vehicle/pedestrian movement, existing environmental factors, and existing building services of the site.

3.2.2 Schematic Design Phase

Only after the comprehensive Program of Requirements has been prepared, presented, submitted and signed off by the Steering Committee may the consultant undertake the Schematic Design.

- .1 The consultant will analyze the program information and propose innovative solutions. Through consultation with HRM/HRL, the consultant shall examine proposed solutions and test current assumptions to determine the most effective design. The intent of the Schematic Design is to graphically communicate the elements and relationships of the Program of Requirements and the existing features on the site.
- .2 Compliance with all authorities having jurisdiction including, HRM's red book for traffic, siting and civil design minimal standards.
- .3 Consultant Team will be requested to conduct a day long design charrette to explore with stakeholders the opportunities of the Program.
- .4 The final Schematic Design submission is to include but not limited to the following:
 - a. To scale graphic representations of the Program of Requirements. This would include both plans and building elevations. These documents are intended to describe the size and character of the facility.
 - b. The consultant will submit with the Schematic Design submission a colour perspectives; one each of the proposed lobby and site development. The size should be a minimum of 11"x 17".
 - c. At the completion of the Schematic Design phase, the consultant team will organize, present and facilitate a presentation of their work to the Steering Committee. The documents to be presented are to be of a size and visual quality appropriate for a Public presentation. The location and time of this presentation will be coordinated by the Project Manager, Facility Development.

3.2.3 Design Development Phase

1. The Design Development Phase is the preparation of design documents consisting of drawings, sketches, renderings, models, specifications and any other documents reflecting the development of the approved Schematic Design. The Design Development documents are intended to describe the size

- and character of the project, including site plan, plans, elevations, sections, furniture/equipment plans and project brief detailing building and site materials, building systems and outline specification.
2. The Consultant team will prepare and provide a life cycle cost analysis of the new building systems. HRM requires that a life cycle cost analysis be included in the scope of work to ensure measures have been taken to reduce the capital, maintenance and operating costs of the facility. The analysis and recommendation must be presented to HRM representatives by the Consultant to facilitate decisions that impact the long term maintenance and operating costs of the facility.
 3. Integration with Existing Operations - The Consultant team must include interfacing all new equipment with the existing HRM Energy Management Control Systems (EMCS) infrastructure in the building to the HRM Operations Centre - 375 Cowie Hill.
 4. The Consultant will submit with the final Design Development updated colour perspectives.
 5. LEED: It is required that the consultant investigate varying approaches to provide an integrated design and exemplifies LEED principles. The consultant is to provide a narrative on the changes to the proposed building systems (eg. lighting, building controls, heating and ventilation) to identify the nature of the building systems and how it impacts space requirements and overall costs.
 6. Preparation of a site/building video presentation - flythru.
 7. Community Engagement - Consultant Team will be requested to conduct 4 Community Engagement Meetings which includes the design charette.

3.2.4 Construction Documents Phase

1. Tender documents (drawings and specifications) will be prepared for the approved design concept including technical specifications and Division 1. HRM will provide the front end documentation for the specification Sections 01001, 01002 and 01003. The Consultant will include other front end sections as required.
2. The tender documents are to be fully prepared and coordinated in order to provide competitive bidding.
3. All design drawings, contract documents and as-builts will be provided both in hard copy format and as AutoCAD files and all specifications will be provided in hard copy format and as Adobe PDF files. (Five copies of each)

3.2.5 Construction Phase - Contract Administration

1. The Consultant team will be required to attend a site meeting with the potential bidders during the tender phase, respond to queries, assess product submittals against the specified products and make a recommendation regarding acceptance, prepare and coordinate addenda, assist in reviewing bids, and advise as necessary during the tender phase and General review /

- field review services/interference drawings.
2. Communication, coordination and review required related to Geotechnical or Environmental
3. Attendance at mandatory biweekly job site meetings and/or as required by the construction schedule
4. Review of progress claims and certification of payment
5. Preparation of Site Instructions, Contemplated Change Orders and Change Orders
6. Shop drawing review
7. Preparation of a finish colour board for approval displaying all materials/finishes
8. Deficiency reviews at the completion of the construction phase.
9. Warranty inspections
10. Review of contractor's as-built drawings.

3.2.6 Commissioning

1. As per the LEED NC 1.0, the Consultant Team will provide ancillary commissioning services for this project to integrate to external services provided by HRM. HRM will be hiring an independent commissioning agent to prepare commissioning plans and document commissioning process. HRM shall participate in commissioning and act as the commissioning authority. In addition to the requirements of LEED NC 1.0 the HRM's Commissioning Agent is required to prepare and provide a full commissioning plan outlining procedures, schedules and forms used to verify the operation and performance of building systems including mechanical and electrical equipment. The commissioning plan will include the staff training plan and onsite review of operating and maintenance procedures with HRM operations staff. Roles and responsibilities of the consultant, sub-consultants, general contractor, sub-contractors and other commissioning team members are to be clearly defined.
2. Ensure compliance with commissioning plan. Ensure training is provided by qualified personnel. Review training agendas. Liaise with the HRM Project Manager to ensure training attendance with appropriate HRM staff. Conduct commissioning activities in the presence of HRM operations staff.
3. Participate in the commissioning of the building systems as required including, but not limited to, mechanical and electrical systems such as HVAC, EMCS, lighting and emergency lighting, emergency power, communications, evacuation, CCTV and security systems. Verify and accept building systems. Ensure seasonal testing or simulations are performed.
4. Review of all Operations and Maintenance (O & M) manuals for compliance with as built conditions.

3.2.7 As-Built Drawings

1. The consultant team will provide HRM with as-built drawings: one(1) digital copy on CD and three(3) print copies. The digital copy's format is to be in the latest version of AutoCAD. These as-built drawings must include changes as marked up by the contractor's as-builts, changes reflected in the approved change orders throughout the construction process, and reviewed by the consultant. All x-ref's to be bound within each drawing.
2. Delivery of these as-built drawings is required within 3 months of substantial completion.

Generally:

Document Preparation:

1. All documents will be prepared with absolute consistency between them;
2. All documents to be prepared in the metric measure;
3. all documents will be provided in both hard copy format and electronic format (AutoCAD, Corel WordPerfect Suite 8 and Lotus 123 version 5)

4.0 PROJECT OBJECTIVE

Complete the project on time and on budget using sound project management principles.

5.0 DETAILED SCOPE OF CONSULTING SERVICES

The Halifax Regional Municipality believes in the vision of healthy, vibrant communities. For this project to be successful, the Halifax Regional Municipality believes that this facility must respond to the needs of the community in which it is built. To achieve this goal, architectural consulting services are required for the following main project elements. The work of this contract will include, but is not limited to the following deliverables:

1. Program of Requirements
2. Concept Site Design
Concept Building Design
Design Development
Community Engagement
3. Construction Documents
4. Tender Review & Recommendation
5. Contract Administration
Construction Review

6. Commissioning
7. As Built Drawings

A Construction Manager will be engaged by a separate RFP process. The consultant team is to assume that multiple tender packages will be required to be prepared by the Consultant and issued by Procurement HRM. It is estimated that there will be a minimum of 15 Tender Packages

5.1 Project Management

The proponent shall designate in their proposal, a project manager. All coordination for services with the Halifax Regional Municipality and the successful proponent shall be the responsibility of the project manager. The project manager shall ensure that any substitutions in proponent team personnel are approved by the HRM project manager.

Report to HRM through a review process and meetings at various stages of the work program. The work progress shall be measured against a defined budget and work schedule.

HRM recognizes that project management is an essential part of this project, therefore a written *bi-weekly* progress report is required to be submitted and consist of the actual schedule achieved overlaid on the original base schedule submitted by the proponent at the start up meeting. For instances where the schedule has not been achieved a brief written explanation as to why shall be included. The progress report can be submitted either as a hard copy or as an attachment to an electronic e-mail.

Meet, liaise with regulatory bodies, utilities, stakeholder groups, other levels of government, members of the community, as required.

Provide copies to HRM of all correspondence related to the project including agreements reached on behalf of HRM.

5.2 Community Engagement Strategy

For all projects with a Community Engagement component, the Proponent must comply with the intent and recommendations of HRM's Approved Community Engagement Strategy. The approved strategy can be accessed on the Halifax Regional Municipality Website at:

<http://www.halifax.ca/crca/documents/CommunityEngagementStrategyDec92008.pdf>

5.3 Reporting and Deliverables

Electronic copies of all information (reports, drawings, and calculations; e.g.,

spreadsheets, computer model data files, etc.) shall be provided to HRM on a CD or DVD-R. All reports are to be provided electronically, each as a single PDF file that includes the report text and all figures, diagrams, and drawings presented. In addition, drawings shall be provided in AutoCAD Current Version format and reports shall be provided in WordPerfect 8 format.

The proponent shall provide a label for the project CDs with the following information:

Headline: Project CD
Title: Request for Proposals #09-195
Central Library
Consultant Services

Date:
Proponent:

All material produced and information collected by the proponent in performance of this terms of reference shall become the property of HRM. All material shall be kept confidential by the Proponent unless authorized in writing by HRM.

Cost estimates are required and are to exclude HST.

6.0 PROPOSAL SUBMISSION

The submission of a proposal on this service will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be services as described in the attached specifications and other contract documents and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with all Federal and Provincial laws, all codes and ordinances of the Halifax Regional Municipality which in any way affects the prosecution of the work or persons engaged or employed in the work.

In responding to this proposal, each proponent shall, include, as a minimum, a Technical Proposal and a Cost Proposal. The proposal is not complete unless it contains a Technical Proposal which addresses the requirements described herein, and a separate Cost Proposal that details all costs for the proposed services. Both the Technical Proposal, which shall be identified as envelope #1, and the separate Cost Proposal, which shall be identified as envelope #2, shall be submitted simultaneously. Both Technical and Cost Proposal must be signed by an authorized representative of the firm submitting.

Interested proponents are invited to submit six (6) copies of their response, four (4) bound and one (1) unbound and one (1) in an electronic (PDF) format, to demonstrate their capabilities and qualifications with respect to the services under consideration. Submissions must be in conformance with the requirements stated in this Request for Proposals document.

All submissions must be submitted in a sealed envelope and clearly labeled on the exterior as:

**Request for Proposals #09-195
Central Library
Consultant Services**

Sealed submissions will be received at:

Halifax Regional Municipality Procurement Office
3rd Floor, Duke Tower, Scotia Square
5251 Duke Street, P.O. Box 1749
Halifax, Nova Scotia, Canada
B3J 3A5

Proposals will be binding for 60 Days. Unless otherwise specified, all formal proposals submitted shall be irrevocable for 60 calendar days following proposal opening date, unless the proponent(s), upon request of the Purchasing Agent, agrees to an extension.

6.1 Submission Requirements

The Proposal shall include the following as a minimum; failure to do so may be cause for rejection of the proposal:

To establish the capabilities and qualifications of proponents, specific information is requested, including corporate profile, service delivery capability, project management and technical support ability, relevant experience and references, management support programs, proven successes in similar undertakings, related management experience and additional background information as outlined herein. Please note that non HRM staff references are preferred.

Proponents are encouraged to submit as detailed a document as possible in support of their capacity to meet the requirements of this Request for Proposal, without exceeding the restrictions specified in Section 6.3. Elaborate brochures or voluminous examples are not required nor desired.

To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall contain the following information with the numbering system as noted below:

6.1.1 Understanding of Halifax Regional Municipality's Requirements

The Consultant is to include a brief statement to indicate the proponent's understanding of Halifax Regional Municipality's and Halifax Regional Libraries' requirements on this project including:

1. Library Program
2. Response to the HRM by Design downtown plan

3. Urban Design response to the site and to the creation of new public spaces
4. Universal accessibility

6.1.2 Proponent's Team

1. mission, vision and values of the proponent;
2. overview of capabilities and services;
3. three related customer references including location, customer contact, nature of services, value of contract and key outcomes achieved; and
4. outline of criteria that differentiate the proponent from its competitors.
5. team composition and organizational structure of team members including both sub consultants and individuals proposed to be assigned to the project, and approach to team coordination;
6. background and experience of key team personnel and relevant experience in provision of similar services, assignments of similar scope and complexity, in particular with Library facilities.
7. previous experience with and/or knowledge of Central Libraries
8. a history of the collaboration with the Consultant Team

6.1.3 Approach to Management of the Project

1. Scope of Services
2. outline of approach to completing all aspects of the scope of services, including for each service area a statement as to whether this service would be self performed or sub-contracted; and
3. approach to ensuring optimal value for money for Halifax Regional Municipality.
 1. approach to customer contact and communications;
 2. approach to quality management;
 3. detailed work plan for completing all components of the scope of work
 4. accordance with the specified time lines and Gantt schedule, and a work breakdown matrix of all personnel, including clerical, showing anticipated hours of involvement, broken down by items of work as per the Lump Sum Price Proposal with sub totals for each phase as well as total project hours (a sample of a matrix is appended to this document to show required staff contribution information - please modify work items to suit this submission); and
 5. overview of corporate health and safety programs
 6. overview of information systems and technology applications that would be utilized;
 7. overview of previous initiatives involving cost sharing initiatives based on exceeding energy performance guidelines; and
 8. outline of any other relevant information.

6.1.4. Environmental Sustainability

1. This project is to achieve LEED Gold certification. Please describe your approach

to achieving this certification. Please note HRM considers the following LEED points mandatory; Best Practices Commissioning; a Durable Building; and Innovation & Design Process geared towards education.

2. Describe how the design and building process will lead to a living building, that will adapt and grow within its context to the community. How will the design and building process integrate sustainable concepts not only the within buildings systems' footprint, but how these concepts will integrate the library within context of the community (social, academic, health, natural world, children, etc).
3. In addition to achieving the LEED point(s) that will be available, please describe how this project will inspire and educate visitors and the community toward the importance of sustainability.
1. Please describe how the design and building process will not lead to a mentality of less fun, less sustainability if there are budget problems? How will the design team overcome budget challenges to communicate sustainability goals that are more fun for the city, the people, the community, more connected and yet more cost effective?
5. Our youth are going to be the people that pay for, use, and operate this building. Please describe how you are going to ensure that the design of this facility provides an Sustainability model for the education and values of HRM youth.

6.1.5. Fee Proposal

1. Statement of acceptance of terms and conditions of the Request for Proposals, including agreement to enter into an agreement generally in accordance with the Nova Scotia Association of Architects' standard form but requiring the consultant to deliver the project within 10% of the budget estimate to be developed and approved by Halifax Regional Municipality (executed Proposal Submission Form);
2. approach to adjusting contract terms for a decrease or increase in scope of services.
3. lump sum price and additional work fee information (executed Proposal Submission Form).

6.1.6 Contractor's Safety Management Policy

All Proposals containing a construction or building component must include a completed Contractor Safety Questionnaire, identified herein as Appendix B

6.2 Cost Proposal

The Cost Proposal, shall include proponents firm fixed price for this service as outlined in the Request for Proposal. Price may not be the determining factor for award.

Proponents should include with the Cost Proposal, a detailed listing of the tasks and activities with a breakdown into work packages, details of all individual costs of the proposed services,

and total costs (Fixed firm. The cost proposal is to be a separate document.

The total cost shall represent the maximum payment for the project. Price data should include fixed price, estimated hours of work by key staff and individual hourly cost for staff. Include and identify expenses and HST separately. The Halifax Regional Municipality may negotiate a final offer with the selected proponent.

Elaborate brochures or voluminous examples are not required nor desired.

6.3 Document Size Restrictions

Submissions must be limited to an executive summary, twenty (20) pages of text (not including the Proposal (Submission Form) and associated supporting material in the form of appendices.

The following format must be adhered to:

8 ½" X 11 " paper size, 12 point font size, and numbering system as utilized in Section 11

6.4 Number of Proposals to be Submitted

six (6) copies of their response, four (4) bound and one (1) unbound and one (1) in an electronic (PDF) format are to be submitted

7.0 METHOD OF AWARD

The evaluation process will be carried out by an evaluating committee who will establish the ranking of all the consultants and produce a short list. The short-listed consultants may be invited to make a brief presentation. The results of the above process will be brought to the appropriate staffing level with a recommendation from the evaluating committee to award.

7.1 Proposal Evaluation

All proposals will be evaluated and ranked against the weighted **Proposal Evaluation Criteria** listed in Appendix A - Proposal Evaluation Criteria. Proposers are reminded that the proposal is the main document used in the evaluation and that the Proposer shall insure all information required to make the decision is included.

7.2 Cost Proposal Evaluation

Unless otherwise stated in this document or it's addenda, the proposal with the lowest cost shall receive the maximum points allowed. All other proposals shall receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{maximum points available} = \text{awarded points}$

The value of the contract for this project shall be inclusive of applicable HST.

8.0 AWARD OF PROPOSALS

HRM reserves the right to modify the terms, or cancel, or reissue the Request for Proposals at any time at its sole discretion.

This Request for Proposal should not be construed as a contract to purchase goods or services. Although proposals will be assessed in light of the evaluation criteria, HRM is not bound to accept the lowest priced or highest scoring proposal or any proposal. HRM reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever, in its opinion, best serves the interests of HRM.

Subsequent to the submissions of proposals, interviews may be conducted with some of the proponents, but there will be no obligation to receive further information, whether written or oral from any proponent. Proponents may be requested to make a presentation and be interviewed by the Selection Committee and proponents shall have their key members present for any interview(s) required.

The information received in response to this Request for Proposals will be utilized only to evaluate service capabilities and qualifications for the purpose of selecting the successful proponent. All submissions will be treated as confidential.

Unsuccessful proponents will be mailed notification after the completion of the evaluation. A debriefing with respect to the evaluation of their submission will be available upon written request within five (5) working days of the notification date.

The Tentative Request for Proposals schedule is as follows:

Issue Request for Proposals - 9 November 2009

Closing of Request for Proposals - 21 November 2009

Contract Award - January 2010

Contract Commencement - January 2010

HRM will not be obligated in any manner to any proponent until a written contract has been duly executed. Any damages arising out of a breach by HRM, including damages for any implied duty at law, are limited to the actual costs of preparing the proposal. Neither acceptance of a proposal, nor execution of a contract, will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or licence pursuant to any statute, regulation or by-law.

9.0 POST COMPLETION REVIEW

The Halifax Regional Municipality will conduct a post-completion evaluation/review of all performance related issues. The results of this review will be communicated to the proponent

and will be retained by HRM for future reference.

10. CLOSING STATEMENT

Halifax Regional Municipality would like to express their appreciation to proponents for wishing to assist us in our continuing quest to provide the highest quality services, cost effectively and efficiently.

**APPENDIX A:
PROPOSAL EVALUATION CRITERIA**

	Weight	Score
Understanding HRM/HRL requirements	20	
Proponent's team	15	
Approach to Management of the Project	25	
Environmental Sustainability	20	
Fee proposal	20	

APPENDIX "B"

CONTRACTOR HEALTH & SAFETY QUESTIONNAIRE

Contractors wishing to submit proposals to the Halifax Regional Municipality must complete this questionnaire and submit it to HRM Finance Department with their bid information

GENERAL INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____

INSURANCE/WORKERS' COMPENSATION COVERAGE:

Is your company covered by general liability insurance, automotive insurance, umbrella policies, etc., that would cover the cost of damages to, and incidents involving third parties? Yes No

Is your company in good standing with the Workers' Compensation Board for the Province of Nova Scotia? Yes No

If no, please explain _____

SAFETY PERFORMANCE:

Does your company have any non compliance or outstanding issues with the Nova Scotia Department of Environment and Labour, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? Yes No

If yes, please attach a note explaining the details, including current status or resolution.

SAFETY PROGRAM:

Does your company have a written health and safety policy signed by management? Yes No

Does your company have written safety policies, procedures, and safe work practices applicable to the scope of work to be performed, including clearly defined safety responsibilities for managers, supervisors and workers? Yes No

How do you communicate your safety policies and procedures?

How often do managers/executive officers visit the work site? _____

Please explain how you conduct on site inspections, including how often they are conducted, what they cover and who conducts them?

Does your company have a risk assessment procedure? Yes No

Does your company have a procedure in place for investigating incidents, accidents and near misses? Yes No

The Contractor shall attach a list and contact information of all supervisors you will be using on site, as well as any safety coordinator or persons responsible for job site safety.

Do you provide on the job training to all employees? Yes No

Please indicate how you inform your workers, other workers or persons at or near the workplace of any workplace hazards to which they may be exposed.

Do you have a disciplinary policy in place for anyone committing health and safety violations? **Please describe:** Yes No

Do you have a Joint Occupational Health and Safety Committee or Representative? Yes No

Do you have a preventative maintenance program for tools and machinery? Yes No

Do you have a health and safety policy in place for incorporating sub
contractors into the workplace ?

Yes No

Please provide any other information relating to other programs or activities that you believe
demonstrates your company conducts their projects safely and in accordance with all health and safety
requirements.

**NOTE: PLEASE BE ADVISED THAT DURING THE TENDERING PROCESS OR AT
ANYTIME DURING THE CONTRACTED WORK, HRM MAY REQUEST COPIES
OF POLICIES, PROCEDURES, RECORDS OR DOCUMENTATION OF PROOF
FOR ANY QUESTIONS ANSWERED ON THIS QUESTIONNAIRE.**

**DO YOU AGREE TO PROVIDE THIS INFORMATION
IF REQUESTED ?**

Yes No

Signature

Date

5. Position / Title

APPENDIX C

PROPOSAL SUBMISSION FORM

I/We hereby agree to provide to Halifax Regional Municipality all services, labour and materials required to complete the assignment described in the Request for Proposals dated 9 November 2009 and our proposal dated _____.

Proponent Information

Name of Proponent

Project Contact

Proponent's Head Office Address

Telephone

City

Facsimile

Postal Code

Joint Venture or Partnership Information

This section must be completed only if the Proponent named above is a joint venture or partnership. The following information must be provided for partners either corporate or individual. If there are more than two partners to the joint venture or partnership, please provide the same information separately for additional partners.

Name of Partner # 1 Project Contact

Proponent's Head Office Address

Telephone

City

Facsimile

Postal Code

Name of Partner # 2

Proponent's Head Office Address

Telephone

City

Facsimile

Postal Code

Terms of Submission

I/We hereby submit our proposal for Central Library Renovations Halifax Regional Municipality as described in the Request for Proposals dated 9 November 2009.

I/We understand that the lowest or any proposal will not necessarily be accepted.

I/We have carefully examined all Requests for Proposals documents and have a clear knowledge of the assignment, and that by submitting this Proposal Submission Form, I/We agree to all terms and conditions of the Request for Proposals dated 9 November 2009

I/We submit the requested information outlining the team organization and deployment of resources, experience of the firm and references, qualifications of the prime contact, and team qualifications. I/We recognize that the information and references submitted may be investigated and that pertinent information may be obtained, and thereby consent to such investigation.

I/We understand that the fee submitted in this Proposal Submission Form is based upon acceptance of the proposal within 60 days of the closing date established by the Halifax Regional Municipality for the receipt of proposals.

I/we understand that any omission or failure to answer questions included herein may result in my/our being disqualified from further consideration in the Request for Proposals.

Lump Sum Price Proposal

I/We hereby agree to provide to Halifax Regional Municipality all services, labour and materials required to complete the assignment described in the Request for Proposals dated 9 November 2009 and our proposal dated _____ including the cost of all allowable disbursements for the Lump Sum Price of \$ _____ Canadian, exclusive of all applicable taxes.

I/We understand that the Lump Sum Price stated above is the competitive price to be scored in evaluation of the submissions as described in Section 9, Evaluation Criteria. The Lump Sum Price is the sum of all of the following prices which account for the scope of work described in Section 8, Scope of Services, in the Request for Proposals:

Program of Requirements	\$ _____
Schematic Design	\$ _____
Design Development	\$ _____
Construction Documents	\$ _____
Tender and Construction Phase Service	\$ _____
Commissioning	\$ _____
As-Built Drawings (Contract closeout)	\$ _____
Allowable Disbursements (see below)*	\$ <u>200,000.00</u>
Total	\$ _____

* Allowable Disbursements - parking charges, photocopying, courier charges, extra copies of reports; paid at **cost** with substantiating back up; Local Travel is reimbursable at 45cents/km. Only the final plotting/printing of the Contract Document Package and the Tender Specifications will be reimbursable. Printing costs for tender documents will be paid by HRM.

Non-allowable Disbursements - Local Faxing is not a reimbursable expense. Copies of drawings and/or specifications if requested by the HRM Project Manager for his/her review to be provided at no cost. The Consultant is to provide five(5) sets of drawings and specifications at the 50%, 95% and 100% completion of contract documents. If additional copies of the documents are required by the HRM Project Manager at each phase, the Consultant is to send the documents electronically (at no cost to HRM) to a printer of the Project Manager's choice.

Expenses should not exceed the allowable amount above without prior approval of the Project Manager, Facility Development

Additional Work Fee Information

I/We hereby agree to provide additional consulting services upon receiving instructions in writing from Halifax Regional Municipality for the hourly rates stated below until completion of the assignment. Related and substantiated allowable disbursements will be paid at cost.

I/We agree that we will not charge for a reasonable number of changes to the defined scope of work.

Various Disciplines/Positions Name of Individuals(s)	Hourly Charge Rate
Architect:	\$ _____
Interior Designer:	\$ _____
Mechanical Engineer:	\$ _____
Electrical Engineer:	\$ _____
Structural Engineer:	\$ _____
Civil Engineer:	\$ _____
Quantity Surveyor:	\$ _____
Central Library	\$ _____
Landscape Architect	\$ _____
Lead Consultant	\$ _____
Other:	\$ _____

I/We agree, for the Lump Sum Price stated, to supply all labour materials, and services for the execution and completion of the assignment in accordance with the Request for Proposals and our proposal. I/We agree to provide additional consulting services when requested in writing by Halifax Regional Municipality for the duration of the assignment, to be performed by the same firms/individuals proposed and accepted for the assignment at the hourly rates stated above.

I/we have received and allowed for addenda numbered _____ to _____ in preparing our proposal and this Proposal Submission Form.

I/We have the authority to bind the Proponent

NAME OF PROPONENT or Joint Venture

SIGNATURE OF COMPANY OFFICIAL
(Signature for each official in joint venture)

WITNESS OR SEAL

DATE

APPENDIX D - Project Milestones

1.	Award RFP Consultant Services - Regional Council	January 2010
2.	Complete Review Program of Requirements	15 February 2009
3.	RFP Construction Manager	15 January 2009
4.	Complete Concept Design	15 March 2010
5.	Complete Design Development	15 June 2010
6.	Commence Contract Documents	15 June 2010
7.	Award first Tender Package	1 October 2010
8.	Construction Commence	1 November 2010
11.	Construction complete	1 January 2013
12.	Project Close Out	31 March 2013

APPENDIX E - Design Criteria

Note: The following Design Criteria is included to give the Consultant Team a general understanding of the constraints/opportunities and an indication of the scope of the project. The Consultant Team may recommend to the Steering Committee a reconsideration of the design criteria, where in the opinion of the design team the design criteria does not support the vision of the project as stated in the Background Section.

1. SITE DESIGN

1. Sustainability: The new Central Public Library and its accompanying public spaces will be designed, constructed and operated to attain the LEED[™] Gold designation.
2. Site Description: The building site is located on the southeast corner of the intersection of Spring Garden Road and Queen Street. It is bounded to east by a property line shared with the Dalhousie School of Architecture, to the north by the Spring Garden Road right of way, to the west by the Queen Street right of way, and to the south by a future development parcel.
3. Importance of the Site: As described in the Spring Garden Road/Queen Street Area Public Lands Plan (2006), and reinforced in the HRM by Design downtown plan (2009), this site is of critical importance in downtown Halifax. It has frontage on the premiere retail corridor in the Atlantic Provinces and enjoys the highest pedestrian traffic volumes east of Montreal. This pedestrian traffic is not limited to shoppers, in fact a large portion of it is pedestrian commuters walking from residential neighborhoods to the south and west to the employment generators of downtown. The site is also on one of the busiest public transit corridors in the city. The site has the potential to perform the long-discussed function of connecting the Spring Garden shopping area to the Barrington Street shopping area, thereby strengthening both. The site will be developed with pedestrian primacy in mind, and the highest possible quality of public space design and amenity is required.
4. Building Setbacks: The site is subject to the following minimum at-grade building setbacks: Between 0' and 20% of the lot width from the eastern property line, 100' from the Spring Garden Road right-of-way, and 13' from the Queen Street right-of-way.
5. Building Height: Building height is governed by the HRM by Design's new Downtown Halifax Land Use Bylaw. Under the density bonusing program, heights of up to 92' (28m) are permissible, although a Citadel Hill Viewplane does bisect the site, effectively reducing the maximum height on the eastern portion to between 65' and 70'. The proponent will have to gain a complete understanding of the Viewplane restrictions and density bonusing program to calculate the maximum building envelope. There is ample room on the site to accommodate the building program and the public open spaces discussed in this section.
6. Public Open Space: The design quality of the new public open spaces is fundamental to the success of the Project. The design of these spaces falls within the scope of work of this RFP. The intent of the 100' setback from Spring Garden Road is that the library setback will match that of the adjacent School of Architecture thereby creating a continuous major public open space in front of the two buildings. The 13' (4m) setback from the Queen Street r.o.w. is a requirement of HRM by Design's new Downtown Halifax Land Use Bylaw, which identifies this section of Queen Street as a "Pedestrian Priority" street. The 13' setback allows for a broad sidewalk with ample width for plantings and amenities. The variable setback between the library and the School of Architecture allows a pedestrian connection between them.

7. New Public Park: The north-south dimension of the library site is approximately 420' from the Spring Garden Road r.o.w. to the southern boundary. Within that 420' there will be three primary site features, the sequence of which from north to south is: 100' deep open space fronting on Spring Garden Road (discussed above), the library building itself, a new public park. All are in the contract. The east-west extent of the public park will be the Queen Street row in the west to the Dalhousie property line in the east. The north-south extent of the park will be the future development in the south (the boundary of which is 420' southward from the Spring Garden Road row) and the southern edge of the library building to the north. The size and configuration of the park is therefore flexible based on the location and configuration of the southern edge of the library.

8. Parking, Loading and Building Servicing: Underground parking for approximately 200 cars will be required on the site. 100 are dedicated to the library (40 staff/60 visitor) and 100 are for general public use. The parking may be contemplated as either a single very large tray extending under the full 420' long site, or as multiple floors within a smaller footprint. The former configuration would see parking beneath the new public park to the south, which has the advantage of leveling the grade in that area which is currently of unsuitable steepness for a park. Loading and building services should also be located underground, and should all be accessed via a single driveway location. This access point will likely be on Queen Street, but other options may be examined such as access via a drive shared with Dalhousie from Morris Street.

2. ARCHITECTURAL EXTERIOR

1. Building Envelope

The following building systems will be considered, precast concrete, stone, poured-in-place concrete, , and glazed curtain wall systems. All wall assemblies must contain vapour/air barriers and insulation to R40 in the roof and R20 in the exterior walls. The building will have a Green Roof with controlled access stairs from within the building. Exterior windows and skylights must be provided in the quantity and quality which, in the opinion of the Owner, are compatible with the intended use and sustainability. All windows must be thermopane, with low E glass, aluminum finish.

The use of effective day lighting must be maximized.

Entrance doors: Doors leading to the building must be aluminum entry systems equipped with non-removable pins and security-type, heavy duty locksets, closers, accessible operators and panic hardware, as required.

3. ARCHITECTURAL INTERIOR

1. General

Interior materials, treatment, finishes, textures to be selected in accordance with the design intent, best practice, ease of maintenance and requirements stated in the approved Program of Requirements.

4. SECURITY

The goal for security for the new facility will be to provide an integrated security system by combining design, access management, technology, and system integration practices.

Crime Prevention through Environmental Design will be used to reduce crime by employing physical design features that discourage crime, while at the same time encouraging legitimate use of the environment.

Three fundamental considerations are unobstructed space, standoff distances and building orientation.

Security Features:

1) Access control basic principles will be used which include:

- A. Limiting the number of access points to the building
- B. ADA Standards for Accessibility

2) Public Address System

A Public Address System for the building and exterior platform must be capable of being remotely controlled by Corporate Security.

3) CCTV Surveillance Systems

It is recommended that network cameras (IP cameras) be used in today's surveillance systems over the analog due to the better image quality, higher resolution and built-in intelligence.

4) Intrusion Detection

The building should be equipped with an Intrusion Detection system.

5) Security Wiring Considerations

- Wiring for security fixtures, such as access doors, cameras and gates should be in tamper-resistant conduits, preferably underground.
- CAT6 wiring is recommended for wiring all cameras. For interior cameras, all that is needed is the CAT6 cable, the camera will be powered over the Ethernet (PoE). For exterior cameras in our climate, an extra 18-2 wire would be needed for each camera to run the 24 Volt power for heaters in the winter and the cooling fans in the summer.

6) Access Control

Access control entry door should provide a proximity card reader, an electronic strike locking device, a request to exit device, two recessed door contacts and an intercom for this door. This door should be locked at all times. HRM and tenant employees requiring access to the facility would be required to present a valid card credential to the reader. If a valid credential is presented, the door would unlock. If an invalid credential is presented to the reader, an alarm signal would be sent to the access control panel. This alarm message would be displayed on the PC monitor of the file server located in the security room for operator assessment and response. The door contacts should be active at all times. If an individual forces the door open, an alarm signal would be sent to the access control panel. If an HRM or tenant employee wishes to leave the facility, the request to exit device would shunt the alarm from the door contact. If the door is propped or held open, an alarm signal would be sent to the access control panel and the request to exit device would sound an audible tone. If an authorized individual cannot gain access to the facility through this door, they can use the intercom to contact the security control center.

Other Access Controlled Doors:

Access control entry door should provide a proximity card reader, an electronic strike locking device, a request to exit device and two recessed door contacts. These doors should be locked at all times. HRM and tenant employees requiring access to the facility would be required to present a valid card credential to the reader. If a valid credential is presented, the door would unlock. If an invalid credential is presented to the reader, an alarm signal would be sent to the access control panel. This alarm would message would be displayed on the PC monitor of the security room for operator assessment and response. The door contacts should be active at all times. If an individual forces the door open, an alarm signal would be sent to the access control panel. If an HRM or tenant employee wishes to leave the facility, the request to exit device would shunt the alarm from the door contact. If the door is propped or held open, an alarm signal would be sent to the access control panel and the request to exit device would sound an audible tone.

5. HVAC

All systems to be designed to obtain maximum points to attain LEED Gold designation.

The prime source of heat for the building may be from the high pressure steam district heating system.

The prime source of cooling is to be determined.

The Energy Monitoring and Control System is to be capable to connect to, and be remotely monitored, the HRM system at Cowie Hill. The use of solar energy collection panels, either roof or site-mounted, is encouraged. An ambient room temperature in the normal comfort range of 20-22 degrees C in all areas. Relative humidity must be maintained between the levels of 35% (winter) and 60% (summer). A noise criteria (NC) level of 30-35-NC must be maintained.

6. PLUMBING

All systems to be designed to obtain maximum points to attain LEED Gold designation. Domestic water is to be supplied from onsite collection .

7. FIRE PROTECTION

The building is to meet the requirements of NFPA-13 - 1999.

Sprinkler system is to be designed to current standards a provide a 25% overcapacity for future use.

8. ELECTRICAL

All systems to be designed to obtain maximum points to attain LEED Gold designation.

Power and systems design shall be in accordance with the Canadian Electrical Code, the Nova Scotia Building Code Regulations, the National Building Code and the Institute of Electrical and Electronic Engineers' (IEEE) recommended practice.

Provide a main electrical service, in a separate electrical room, to power the entire terminal, including a 25% overcapacity for future use.

Provide a emergency generator to meet the electrical loads for the building.

Provide underground distribution wiring in conduit to all site amenities and equipment such as light standards. All structured cabling to IT components in the office/computer room and to security cameras and monitors (see SECURITY) must be Cat. 6 and meet or exceed HRM's Structured Cabling

Standards.

Emergency and exit lighting design shall be in accordance with the Nova Scotia Building Code Regulations and the National Building Code.

Fire alarm system design shall be in accordance with National Standard of Canada and Underwriters Laboratories of Canada (CAN/ULC) Standard S524.

Lighting

Fluorescent recessed or surface mounted fixtures in offices, open areas, washrooms, with rapid start, warm white lamps. Ballasts must have high power factor, non-resetting thermal protection, pressure sensitive capacitor protection and low sound emission. Hard-wired emergency lighting, as required. Security lighting must be provided on and around the building and area lighting at the entrances, on the parking lot and driveways.

At a minimum, all access points, the perimeter, restricted areas and designated parking areas should be illuminated from sunset to sunrise or during periods of low visibility. To provide better visibility, updated lighting technology should be used. For CCTV compatibility, *LED* lighting is recommended. Recommended light levels as per the Illuminating Engineering Society of North America) Communications design shall be in accordance with the Telecommunications Industry Association/ Electronic Industries Alliance (TIA/EIA) Telecommunications Building Wiring Standards.

The building is to be Wi-Fi

The End of this Section

APPENDIX F - Consultants Responsibility Assignment Matrix

APPENDIX F - Consultants Responsibility Assignment Matrix - Format Sample Only

<u>Services/Tasks</u>	<u>Architectural</u>				<u>Structural</u>				<u>Mechanical</u>				<u>Electrical</u>				<u>Total Hours</u>
	<u>TM1</u>	<u>HR</u>	<u>TM2</u>	<u>HR</u>	<u>TM3</u>	<u>HR</u>	<u>TM4</u>	<u>HR</u>	<u>TM5</u>	<u>HR</u>	<u>TM6</u>	<u>HR</u>	<u>TM7</u>	<u>HR</u>	<u>TM8</u>	<u>HR</u>	
1.0 Program of Requirements		\$85		\$95		\$95		\$85		\$70		\$95		\$80		\$90	20
<u>Task 1.1</u>	10																10
<u>Task 1.2</u>	10																10
2.0 Schematic Design																	50
<u>Task 2.1</u>	30		10														40
<u>Task 2.2</u>	10																10
3.0 Design Development																	190
<u>Task 3.1</u>			10		50		50		40		40						190
<u>Task 3.2</u>																	
4.0 Contract Documents																	90
<u>Task 4.1</u>	50		20														70
<u>Task 4.2</u>	20																20
5.0 Tender Award and Site Services																	30
<u>Task 5.1</u>	10				5		5		5		5						30
6.0 As Built Drawings																	125
<u>Task 6.1</u>	5												60		60		125
Totals	145		40		55		55		45		45		60		60		505
		28%		8%		11%		11%		9%		9%		12%		12%	

Legend:

TM - team member designation. The column below tracks time contribution per task. Tasks designations should tie to work plan.
HR - hourly rate for team member. Bottom of column identifies % of time team member is involved in overall project.



FINANCE SERVICES, PROCUREMENT
Karen Blonde *Contract Administrator*

RFP # 09-195

November 16, 2009

Central Library Consulting

ADDENDUM #1

1. Revision to Closing Date: Proposals must be received by The Halifax Regional Municipality on or before 2:00 pm on Tuesday, December 8, 2009. A revised tentative project schedule is forthcoming.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS ADDENDUM MUST BE SIGNED, DATED AND RETURNED WITH YOUR SUBMISSION.

Anne Fiest
Operations Manager of Procurement

Signature

Date

Company Name