



REQUEST FOR PROPOSALS # 05-162

EAST DARTMOUTH RECREATION CENTRE

ARCHITECTURAL SERVICES

Real Property & Asset Management
Halifax Regional Municipality

DATE: November 2, 2005

CLOSING DATE: 4:30 PM, 30 November 2005

TOUR: A mandatory meeting is scheduled for **2:00 P.M., November 10, 2005**. All interested parties are asked to meet promptly at the **proposed Recreation Centre Site located at 38 Caledonia Road, Dartmouth, NS** and to have viewed the site and terms of reference prior to the meeting. No subsequent meetings will be offered.

NOTICE

REQUEST FOR PROPOSAL RFP # 05-162
East Dartmouth Recreation Centre,
38 Caledonia Road, Dartmouth, NS
Architectural Services

Sealed Proposals, five (5) copies - four (4) bound and one (1) unbound, for East Dartmouth Recreation Architectural Services, 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/**4:30 PM, 30 November 2005**.

Questions concerning the procurement process may be directed to Anne Feist at (902) 490 - 4200 and those of a technical nature to Terry Gallagher at (902) 490 - 1455.

Terms of Reference may be obtained from the Halifax Regional Municipality Procurement Office, (902) 490-4170, Fax (902) 490-4175, Monday through Friday, 8:30 A.M. to 4:30 P.M.

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.

Anne Feist
Manager of Procurement

Table of Contents

1.	Background
2.	Objective
3.	Questions
4.	Information and Site Meeting
5.	Receiving of Submissions
6.	Submission Conditions and Schedule
7.	Evaluation Criteria
8.	Scope of Services
9.	Requested Information
10.	General Instructions
11.	Contract Administration
12.	Proponent's Qualifications
13.	Indemnity
14.	Exceptions
15.	Termination
16.	Award of Proposals
17.	Availability of Funds
18.	Interpretation
19.	Integration
20.	Non-Assignment of Contract
21.	Public Information/Proprietary Information
22.	Intellectual Property Rights
23.	Confidentiality
24.	Added Value
25.	Closing Statement
Appendix 1	Proposal Submission Form (Including Upset Fee Proposal & Additional Work Fee Information)
Appendix 2	East Dartmouth Recreation Centre Architectural Services Project Requirement Overview
Appendix 3	Drawings – Site Plan (1 page attached)
Appendix 4	Environmental Site Assessment Phase I - Proposed Recreational Facility - Beazley Property, available at HRM 3 rd Floor Duke Tower
Appendix 5	Environmental Site Assessment Phase II - Proposed Recreational Facility - Beazley Property, available at HRM 3 rd Floor Duke Tower
Appendix 6	CPTED- Crime Prevention Through Environmental Design
Appendix 7	Consultant Responsibility Assignment Matrix – template

1. BACKGROUND

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 staff. The Halifax Regional Municipality requires that a new facility will be located in Dartmouth East at 38 Caledonia Road. The successful proponent will work with a HRM representatives from Recreation Tourism and Culture, Capital Projects as well as a local Community group established for this project. These meetings and discussions will ensure that the design and the constructed building meet all user needs.

It is the intent of that this Project meet the Leeds Certified Standard for New Buildings. Consultants will be required at each design phase of the Project to submit to HRM documentation indicating the Leed credits to be achieved.

The site is currently used as a parking area and an HRM greenhouse production area. The Phase I site assessment indicates possible hydrocarbons due to the parking lot use. A phase II has confirmed this and thus the requirement for an environmental engineer to be on the consulting team. This will ensure that all proper documentation to DOEL will be given and that the contract documents will include for proper removal if it is required from the site to approved facilities. Site development will include all site services (water, sewer, telephone, data and electric) from the street. Verifying the services that currently exist on the site and ensuring all necessary removals/relocations are included in this contract. New site work is to include landscaping, retaining walls as required, paved driveway and parking areas, grading, and drainage. Existing parking and existing Site Services to the existing HRM facilities are to be maintained during construction, and incorporated into the new design.

The new East Dartmouth Recreation Centre is intended to be a community recreation centre - which will accommodate the East Dartmouth Boys and Girls Club, other possible tenants are the Dartmouth Family Resource Centre, Capital Health, Halifax Police, and Watershed Area Development Corporation - WADE. The centre will provide program spaces for activities for HRM recreation. A gymnasium/multipurpose room, various meeting areas, a small commercial Kitchen area, staff kitchen, seniors area, Boys and Girls club, service rooms such as Mechanical, Electrical, Emergency Generator, Communications and Storage facilities are to be incorporated into the centre. The Centre will provide facilities to HRM EMO for Emergency Shelter use as required by local or national disasters. The building is estimated to be approximately 22,000 square feet in area. This building will be sprinklered. The building form should be one or two storey. If two storey, an elevator will be required to provide barrier free access.

Site design will be important to maximize the amount of parking for use by both the Recreation Centre and the Beazley ballfields. Inclusion of an area for a future playground area is also desired. The parking lot should be well lit and paved. A list of proposed program spaces is shown in Appendix 2 which will be verified by the designer during the initial stages of the project.

The Total Project Budget for this facility is \$3.4 million. The current project budget includes consultant fees, site development, environmental fees and site work, construction cost, specified installed building equipment and construction contingencies, taxes including HRM rebates, and all other costs to HRM for the project.

To achieve this goal, Architectural services are required for the following main project elements, in accordance with the RAIC Canadian Standard Form of Contract for Architectural Services, Document 6, 2002. The work of this contract will include, but is not limited to:

(Additional information of these phases is available in Section 8 - Scope of Services.)

- , Program of Requirements *
- , Schematic Design Phase
- , Design Development
- , Contract Documents
- , Detailed Cost Estimates (required as described in section 8)
- , Tender and Construction Phase
- , Commissioning
- , As Built drawings

* The inclusion of the User's Draft Program of Requirements shall not be taken as a reduction in the need for programming services. The User's Draft Program of Requirements are included to define an approximate scope of work and indicate groupings of associated functional areas for proposal purposes. They have been generated without an in-depth evaluation. The successful proponent shall be required to revisit the programming needs of the user to confirm and develop several concepts.

2. OBJECTIVE

To 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 programming, design and construction supervision team to facilitate this project. The objective of this Request for Proposals is to identify the best qualified proponent to provide programming, design, cost estimates and construction phase services for this initiative. In this regard, Halifax Regional Municipality is seeking detailed information from interested service providers.

3. QUESTIONS

Any questions concerning this Request for Proposals should be directed to, Anne Feist, Manager of Procurement, Phone 490 - 4200, Monday to Friday, 8:30 A.M. to 4:30 P.M or by e-mail to feista@region.halifax.ns.ca and those of a technical nature to Terry Gallagher 490-1455.

Any significant questions received prior to **4:30 PM, 17 November, 2005** will be responded to in writing by, **4:30 PM, 22 November, 2005**, with copies of the questions and associated responses distributed to all proponents having obtained copies of this Request for Proposals.

4. INFORMATION & SITE MEETING

Each proponent must satisfy themselves as to the exact nature of the existing conditions of the site, the project requirements and the extent and nature 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.

A **mandatory** information and site meeting for interested proponents has been scheduled **10 November, 2005 at 2:00 PM**, local time, at the **proposed East Dartmouth Recreation Centre site, 38 Caledonia Road**, Dartmouth, NS. No subsequent meetings will be held. Proponents must attend the meeting to be eligible to submit a proposal.

5. RECEIVING OF SUBMISSIONS

Interested proponents are invited to submit five (5) copies of their response, four (4) bound and one (1) unbound, 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:

RFP # 05 - 162
East Dartmouth Recreation Centre,
Architectural 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

Submissions will be received until end of business day/4:30 PM, 30 November 2005. Late or misdirected submissions will not be accepted and will be returned unopened.

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. SUBMISSION CONDITIONS AND SCHEDULE

The submission of a proposal on this service will be considered as a representation that the proposer 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 serviced as described in the attached specifications and other contract documents and that the proposer 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 proposer is familiar with all Federal and Provincial laws, all codes and ordinances of the Halifax Regional Municipality which in any way affect the prosecution of the work or persons engaged or employed in the work.

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 9

Proponents may be requested to make a presentation and be interviewed by the Selection Committee and proponents shall have their key members present for the interview(s).

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 request by unsuccessful proponents.

The Request for Proposals schedule is as follows:

Issue Request for Proposals	November 2, 2005
Mandatory Proponents' Briefing	2:00 Pm, 10 November 2005
Receive Questions by	4:30 PM, 17 November 2005
Issue Responses to Questions by	4:30 PM, 22 November 2005
Closing of Request for Proposals	4:30 PM, 30 November 2005
Interview(s), If Necessary	December 9, 2005
Contract Award	December 13, 2005
Contract Commencement	December 13, 2005
Issue of Tender Documents	June 2006

Halifax Regional Municipality reserves the right to reject any or all submissions or accept any submission or portion thereof deemed to be in its best interest. Halifax Regional Municipality may negotiate a final offer with the selected proposer.

A fee will not be paid for the preparation or presentation of submissions in response to this Request for Proposals.

7. EVALUATION CRITERIA

The submissions will be reviewed by a Selection Committee consisting of Halifax Regional Municipality representatives.

All proposals will be evaluated and ranked against the following criteria and associated weighting:

, adherence to the requirements of the Request for Proposals	mandatory
, proponent's team including :	50%
- team composition and representation by all necessary disciplines, including estimating,	
- relevant experience in completing assignments of similar scope and complexity, and	
- experience of the proponent and key personnel with similar facilities and the range of specified services including LEED;	
organization and personnel	
- completeness of team and experience of individual team members,	
- organizational structure and team coordination, and	
- availability of back-up personnel, if necessary;	
results of reference checks; and	
, approach to scope of services, management of project and suitability of proposed work plan, including work breakdown, Gantt chart of schedule and contribution matrix of all personnel showing anticipated hours of involvement;	25%
, submission quality;	5%
, fee proposal and acceptance of terms and conditions.	20%

Lowest fee proposal from a bona fide submission shall be awarded 20 points. If a spread of 100% or more exists between the highest and lowest bona fide fee proposals, the highest bona fide fee proposal shall receive a score of 0 points. All other fee proposals shall be rated on a proportional scale between the two extremes. If a spread of less than 100% exists between the highest and lowest bona fide fee submission a number of twice the lowest bona fide fee proposal shall be established as 0 score and all other fee proposals shall be rated on a proportional scale between these two extremes.

The fee proposal shall not include any administrative costs for LEED; these administrative cost to be invoiced as an reimbursable expense.

The Halifax Regional Municipality intends to award based on the above listed evaluation criteria.

8. SCOPE OF SERVICES

General

- 1 The consultant's scope of services will consist of development of the following main elements and associated activities in accordance with RAIC Canadian Standard Form of Contract for Architectural Services, Document 6, 2002. It is

HRM's intention that the project will be delivered by the design / bid / build method. The consultant team's work will include, but not be limited to, services as described in the RAIC Standard Form of Contract, as well as additional services as listed below:

- 2 The consultant will work primarily with a team consisting of an individual from Halifax Regional Municipality, Building Capital Projects and the end users HRM Recreation Tourism and Culture as well as the Community Group for the Recreation Centre. For day to day contact to obtain technical and program information, the Consultant should coordinate these issues through the Project Manager. These individuals and groups will be responsible for providing direction and resolving issues related to progress with 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.
- 3 It is anticipated that the consultant will work closely with HRM staff to define the operational and technical requirements for the program of requirements.
- 4 The consultant will analyze the program information and propose innovative solutions. Through consultation with HRM, the programmer and customer representatives will examine proposed solutions and test current assumptions to determine the most effective Program of Requirements.
- 5 A detailed explanation of the consultants approach methodology shall be included as part of the proponent's submission as per Section 9, Paragraph 4.2 of this RFP.
- 6 All documents will be prepared with absolute consistency among them;
- 7 Documents may be prepared in either metric or imperial measure;
- 8 All documents will be provided in both hard copy format and electronic format (AutoCAD 2000, Adobe PDF)

.1 Program of Requirements

- .1 Development of a comprehensive functional and facility program for the proposed East Dartmouth Recreation Centre;
- .2T The comprehensive Program of Requirements will be prepared to define all design criteria for the East Dartmouth Recreation Centre, with graphical elaborations where appropriate to catalogue the justifiable spaces, their functions and inter-relationships. There will be sufficient detail to permit the architectural and engineering team to proceed after approval to design the facility without a need to , and;

- .3 As an indication of the level of the 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 Building Operational Requirements
 - .e Code (NFPA and NBC) and Regulatory Authorities Compliance
 - .f Compliance with HRM Public Works and Transportation Services, Municipal Service Systems (“Redbook”) for traffic, siting and civil design standards.
 - .g Space Summaries and Detailed Space Requirements
 - .h Functional Relationships Between all Defined Areas
 - .i Including but not limited to:
 - Main entrance/Reception
 - Administration offices
 - Exterior Organization Offices (Halifax Police, Capital Health; Family Resource, Boys & Girls Club, and Councillor’s office)
 - Program Rooms
 - Gymnasium
 - Multipurpose Room
 - Kitchen/Bar area
 - Housekeeping areas
 - Washroom/locker and shower areas
 - Meeting/Board Room
 - Mechanical Heating and HVAC; Electrical; Electrical Generator;
 - Communications Areas
 - .j Site Development Requirements, including:
 - all vehicle movement and parking related requirements for both the facility and the Beazley Ballfield, Greenhouse, and track
 - all pedestrian movement with local school traffic to be considered.
 - landscaping, retaining wall, grading, and drainage
 - site services - Municipal water and sewer.
 - verification of and removal or relocation of any redundant underground existing services
 - Factors requiring special precautions such as the hydrocarbons from the parking area.
 - .k Building Engineering Systems
 - .l Facility Security Systems
 - .m Information Technology and Telecommunications
 - .n Energy Management
 - .o Installed Furniture and Equipment
 - .p Layout of Loose Furniture
 - .q Sources of Program Information

2. Schematic Design

- 1 Only after the comprehensive Program of Requirements has been prepared, presented, submitted and signed off by the HRM Design Team may the Consultant undertake the Schematic Design.

- 2 The intent of the Schematic Design Phase is to graphically communicate the elements and relationships of the Program of Requirements and the existing HRM facilities on the site. It is expected that a minimum of 3 Schematic Design Options will be submitted for review. It is required at this stage that the consultant investigate varying approaches to provide an integrated design which does not exceed the budget and exemplifies LEED principles. There will be sufficient detail to permit the Consultant Team proceed after approval to Design Development Phase.

3. The final Schematic Design Submission is to include but not limited to:
 1. To scale graphic representations of the Program of Requirements
 2. To scale graphics representations of the siting of the building and it's relationship to the ballfield, track, greenhouse complex, and Junior High School
 3. Copy of the documentation confirming the Project has been registered by the Consultant with the Canadian Green Building Council and a list of Leed points that the Project is intended to achieve.
 4. Cost Estimate
 5. Incorporation of all revisions to the approved Program of Requirements.

3. Design Development

- .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 and project brief detailing materials, building systems and outline specifications. It is expected that the Consultant should prepare a minimum of 3 building structure, envelope and internal building systems solutions for the facility, and a recommendation that best meets the requirements of this project.

- .2 The consultant team will submit with the final Design Development Submission a life cycle cost analysis of the approved Design 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 to facilitate decisions that impact the long term maintenance and operating cost of this facility.

- .3 The consultant team will submit with the final Design Development Submission a description of the Integration to Existing Operations IE the designers must include

interfacing with existing HRM Energy Management Control Systems (EMCS) infrastructure located at 375 Cowie Hill Road Operations Centre to allow for remote alarming, monitoring, and troubleshooting of building HVAC and Electrical systems. New EMCS equipment must be compatible with Siemens Insight System. New EMCS hardware to be interfaced within HRM ethernet infrastructure.

.4 The consultant team will submit with the final Design Development Submission 3D Views of Proposed Facility. The designers will utilize the developed concepts and generate a minimum of 2 exterior perspectives to assist the community group and the client in visualizing the proposed facility on the site.

5. CPTED (Crime Prevention Through Environmental Design) Audit*

.1 Design of the facility shall consider the CPTED principles that exterior spaces of the building and site encourage safety and security of users; and

.2 CPTED principles include four strategies -- Natural Surveillance, Territorial Reinforcement, Natural Access Control, and Target Hardening. A description of these strategies is appended to this document.

* a CPTED trained HRM employee will assist in reviewing the building and site audit.

.6 Cost Estimate

4. Contract Documents

.1 Contract Documents are to be prepared for Tender to General Contractors based upon the approved Design Development submission. Contract Documents are to include Division 1 and Technical Trade Specifications. HRM will provide the front end documentation for the specification sections 01001, 01002, and 01003.

.2 Five complete paper copies are to be provided of all Drawings and Technical Trade Specifications

3. One electronic copy CD are to be provide of all Drawings in AutoCAD format and Technical Specifications in WordPerfect or Adobe PDF format..

.4 At the completion of the Contract Document Phase the Consultant shall prepare the documentation for the application to the Energy Conservation and Cost Sharing Potential (CBIP- Commercial Building Incentive Program)

.1 In an effort to improve the energy efficiency of this facility, HRM requires that the project meet the eligibility criteria for the CBIP (Commercial Building Incentive Program). The professional fees associated with these

services should not exceed the possible CBIP incentive for a building of this size. This information, in addition to the Life Cycle Cost analysis above, will assist HRM representatives in selecting building systems, envelope and control options. Work related to this is to include but not be limited to:

- .1 Examination of the potential for cost sharing initiatives at Federal and Provincial levels based on exceeding recommended levels of energy performance;
- .2 Provide economic feasibility studies of any recommended initiative;
- .3 Provide a performance review, detailed compliance report and CBIP submission for the design incentive.
- .4 Provide responses to any queries that the CBIP representatives may have during the evaluation period.
- .5 Cost Estimate

5. Tender and Construction Phase Service

- .1 The consultant team will be required to attend a site meeting with the potential bidders during the tender phase, respond to queries, assess products submitted for approval and make a recommendation regarding acceptance, prepare and coordinate addenda, assist in reviewing bids, and advise as necessary during the tender phase; and
- .2 Construction phase contract administration, including but not limited to general review / field review services, attendance at job site meetings as required by the schedule, review of progress claims, certification of payment, shop drawing review, preparation of a colour/finish board for approval by HRM and all clients, deficiency and warranty review.

6. Commissioning

- .1 As Commissioning Agent, 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, and to allow transfer of knowledge of building systems to HRM operations staff. 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 including, but not limited to, mechanical and electrical systems such as HVAC, EMCS, lighting and emergency lighting, emergency power, communication, evacuation 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.
- .5 Provision of O&M Manuals in hardcopy (3 copies) and PDF format..

6. Detailed Cost Estimates

- .1 Schematic Design - Class 'D'
Design Development - Class 'C'
50% completion of Tender Documents - Class 'B'
100% completion of Tender Documents - Class 'A'
- .2 for each component, the estimates will include, but not be limited to:
 - fees,
 - construction,
 - commissioning,
 - telecommunications and information technology,
 - built- in furniture, furnishings and equipment,
 - appropriate contingencies.

7. As Built Drawings

- .1 The consultant team will provide HRM with as-built drawings in both hardcopy and electronic format in AutoCAD 2000. 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.
- .2 Delivery of these as-built drawings is required within 3 months of substantial completion.

;

9. REQUESTED INFORMATION

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. 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:

1. **Understanding of Halifax Regional Municipality's Requirements**
 - 1.1 a brief statement to indicate the proponent's understanding of Halifax Regional Municipality's requirements.

2. **Corporate Profile**
 - 2.1 mission, vision and values of the proponent;
 - 2.2 overview of capabilities and services;
 - 2.3 three related customer references including location, customer contact, nature of services, value of contract and key outcomes achieved; and
 - 2.4 outline of criteria that differentiate the proponent from its competitors.

3. **Organization and Personnel**
 - 3.1 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;
 - 3.2 background and experience of key team personnel and relevant experience in provision of similar services, assignments of similar scope and complexity, in particular with similar facilities
 - 3.3 previous experience with and/or knowledge regarding Recreation Centres and other municipal government facilities.

4. **Provision of Services**
 - 4.1 **Scope of Services**

- 4.1.1 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
- 4.1.2 approach to ensuring optimal value for money for Halifax Regional Municipality.
- 4.2 Approach to Management of Project
 - 4.2.1 approach to management of project;
 - 4.2.2 approach to customer contact and communications;
 - 4.2.3 approach to quality management;
 - 4.2.4 detailed work plan for completing all components of the scope of work in accordance with the specified time lines and Gantt schedule, and a work breakdown matrix of all personnel, including clerical, showing anticipated hours of involvement and total % involvement, broken down by phase of work as per the Lump Sum Price Proposal with sub totals for each phase as well as total project hours. An example of a format that could be used is at Appendix 7. It should be taken as a graphic representation only and not a reflection of tasks, required consultants, hourly rates or appropriate staff assignments required to perform the scope of work; and
 - 4.2.5 overview of corporate health and safety programs and how programs are implemented for projects.
- 4.3 Other
 - 4.3.1 overview of information systems and technology applications that would be utilized;
 - 4.3.2 overview of previous initiatives involving cost sharing initiatives based on exceeding energy performance guidelines; and
 - 4.3.3 overview of previous experience with CPTED building and site audits
 - 4.3.4 outline of any other relevant information.
- 5. Financial and Contract Terms
 - 5.1 statement of acceptance of terms and conditions of the Request for Proposals, including agreement to enter into an agreement generally in accordance with the Royal Architectural Institute of Canada, Canadian Standard Form of Contract for Architectural Services, Document 6, 2002, but requiring the consultant to deliver

the project within 10% of the construction budget estimate which is developed by the consultant and approved by Halifax Regional Municipality (executed Proposal Submission Form);

- 5.2 approach to adjusting contract terms for a decrease or increase in scope of services.
- 5.3 lump sum price and additional work fee information (executed Proposal Submission Form).

10. GENERAL INSTRUCTIONS

Documents: Terms of Reference and other documents 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.

- C All proposals are to be submitted on and in accordance with forms for this purpose which are available at the Halifax Regional Municipality Procurement Office.
- C All proposals are to be submitted in sealed, plainly marked envelopes.
- C Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Halifax Regional Municipality Procurement Office.
- C Any proponent or proponent(s) 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 proponents in writing, by addendum duly issued, of any interpretations made of proposal instructions.
- C 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.

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 on 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.

Reservations:

- C The Halifax Regional Municipality reserves the right to reject any or all proposals or parts

of proposals, when in this reasoned judgement, the public interest will be served thereby.

- C 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.

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.

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.

Expenses: 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.

Currency and Taxes: Prices are to be quoted:

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

Compliance with Laws: The contractor will give all the notices and obtain all the licenses and permits, required to perform the work. The contractor will comply will all laws applicable to the work or performance of the tender contract. This however does not remove the burden of due diligence from the successful proposer with regards to safety and regulation compliance.

11. CONTRACT ADMINISTRATION

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

After contract award, all coordinating services will be with Terry Gallagher, HRM, Building Capital Projects, Phone 490 - 1455 or designate.

The successful proposer shall designate in writing, a project contact and all coordination for services between Halifax Regional Municipality and the successful proposer shall be the responsibility of the respective managers.

The proposer shall submit an invoice for services provided to:

Halifax Regional Municipality
P.O. Box 1749, Halifax, Nova Scotia
B3J 3A5

Attn: Accounts Payable

The invoice shall contain the following information:

Total Fee
Fee to date
Fee this Invoice
Purchase Order Number;
Period of Work;
Itemized List of Personnel and Services Provided.

Payment shall be made upon request of proper invoice from the contractor and authorized by the contract administrator. Normal payment terms for the Halifax Regional Municipality are thirty days from acceptance that the goods and/or services meet specifications.

12. PROPONENT'S QUALIFICATIONS

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

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

Proponents must have an extremely comprehensive understanding in the areas listed in this Request for Proposal. Understanding and previous experience in Project Management, Recreation Centre Programming and Design as listed in the Scope of Work within this Request for Proposal is an essential component in the qualifying process.

Proponents shall have a proven record of having provided this service requirement. The 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. The 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.

13. INDEMNITY

If the contract is awarded, the successful proposer will be required to indemnify and hold 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 consultant's performance of the contract awarded.

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

14. EXCEPTIONS

The proposer 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 proposer agrees to meet all requirements of the Request for Proposal.

15. TERMINATION

Termination for Convenience: The Halifax Regional Municipality may terminate a contract, in whole or in part, whenever the Halifax Regional Municipality determines that such a termination is in the best interest of the Halifax Regional Municipality, without showing cause, upon giving written notice to the proposer. 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.

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 fulfil 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.

16. AWARD OF PROPOSALS

The Halifax Regional Municipality reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

This Request for Proposal should not be construed as a contract to purchase goods or services. The Halifax Regional Municipality is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria.

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.

The Halifax Regional Municipality will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved 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 license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

17. 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.

18. INTERPRETATION

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

19. 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.

20. 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.

21. PUBLIC INFORMATION/PROPRIETARY INFORMATION

The Halifax Regional Municipality is subject to the Freedom of Information and Protection of Privacy legislation, which is part of the Municipal Government Act, Part XX. To review the provisions of this act you may view it at:

[http://www.gov.ns.ca/legi/legc/bills/57th_1st/3rd_read/b047\(1\).htm](http://www.gov.ns.ca/legi/legc/bills/57th_1st/3rd_read/b047(1).htm)

and go to Part XX FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY.

22. 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. In the future the Halifax Regional Municipality elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

23. CONFIDENTIALITY

The selected proponent agrees not to release or in any way cause to release any confidential information of the Halifax Regional Municipality unless they have been specifically approved to so in writing.

24. ADDED VALUE

HRM is interested in maximizing the value of expenditures as 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.

25. 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 1

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 November 2, 2005 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 East Dartmouth Recreation Centre, Architectural Services for Halifax Regional Municipality as described in the Request for Proposals dated November 2, 2005.

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 November 2, 2005.

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 November 2, 2005 and our proposal dated _____, including the cost of all allowable disbursements for the Lump Sum Price of _____ Dollars

(\$ _____) 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 7, 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 and Schematic Design	\$ _____
Design Development including a life cycle cost analysis and Integration to Existing Operations	\$ _____
3D views of proposed Facility (minimum 2)	\$ _____
Energy Conservation and Cost sharing Potential (CBIP - Commercial Building Incentive Program)	\$ _____
CPTED Audit	\$ _____
Contract Documents	\$ _____
Tender and Construction Phase Service	\$ _____
Commissioning	\$ _____
Detailed Cost Estimates	\$ _____
As Built Drawings	\$ _____
Allowable Disbursements (LEED application and administration parking charges, photocopying, courier charges, extra copies of reports -- paid at cost with substantiating back up) *	\$ <u> \$7,500 </u>
Total	\$ _____

* Allowable Disbursements - Local travel within a 30km radius of City Hall is not reimbursable. Outside this radius - compensation will be 41 cents/km. Plotting and printing during the various phases of the project are not reimbursable. 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. Local Faxing is not a reimbursable expense. Expenses should not exceed the allowable amount above without prior approval of the HRM Project Manager.

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: _____	\$ _____ per hour
Interior Designer: _____	\$ _____ per hour
Programmer: _____	\$ _____ per hour
Mechanical Engineer: _____	\$ _____ per hour
Electrical Engineer: _____	\$ _____ per hour
Structural Engineer: _____	\$ _____ per hour
Civil Engineer: _____	\$ _____ per hour
Quantity Surveyor: _____	\$ _____ per hour
Environmental Engineer: _____	\$ _____ per hour
Other: _____	\$ _____ per hour
Other: _____	\$ _____ per hour

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 accept all the terms and conditions of this Request for Proposals, including agreement to enter into

an agreement generally in accordance with the Royal Architectural Institute of Canada, Canadian Standard Form of Contract for Architectural Services, Document 6, 2002, but requiring me/us to deliver the project within 10% of the construction budget developed by the consultant and approved by Halifax Regional Municipality. Should the lowest bona fide tender exceed the construction budget by more than 10%, I/We will be responsible for redesign at my/our sole expense without detriment to the Halifax Regional Municipality's requirements or, if I/We so choose, make good the amount by which the bid exceeds 110 % of the estimate.

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 2

**EAST DARTMOUTH RECREATION CENTRE
 PROJECT REQUIREMENT OVERVIEW**

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 staff. The East Dartmouth Recreation Centre, will provide traditional recreation programs and services to the local community. In addition the centre will serve as a local emergency reception centre. Support spaces for these functions will be required and include (but not limited to) the areas listed below.

East Dartmouth Recreation Centre - Draft Users Program		
Name/Function/ Description		Area SqFt
RECREATION FACILITY		

1.	Administration Area	1,500
2.	Leased Area	2,000
3.	Boys and Girls Club Administration Area	2,300
4.	Meeting Room #1	200
	Meeting Room#2	300
	Meeting Room#3	800
	Storage	500
	Meeting Room#4	300
	Multi-Use Program Space	1,400
	Storage	200
	Gym/Multi Purpose	6,000
	Storage	200
	Kitchen	300
5.	Washrooms	1,500
6.	Service Space	500
7.	Gross Up	3,500
8.	Total	21,500

Parking estimated (to be confirmed by zoning review)

130 spaces

APPENDIX 3

DRAWINGS

HRM Site Plan
dated 2 November 2005
attached

APPENDIX 4

Phase I Environmental Site Assessment
Proposed Recreational Facility
38 Caledonia Road

by

Neill & Gunter
dated June 10 2005
available at 3rd Floor Duke Tower

APPENDIX 5

Phase II Environmental Site Assessment
Proposed Recreational Facility
38 Caledonia Road

by

Neill & Gunter
dated 23 September 2005
available at 3rd Floor Duke Tower

APPENDIX 6

CPTED – CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

Crime Prevention Through Environmental Design (CPTED) is a branch of situational crime prevention which has as a basic premise that the physical environment can be altered or managed to produce behavioral effects that will reduce the incidence and fear of crime, thereby improving the quality of life, and enhancing profitability for business.

Like all situational crime prevention strategies, CPTED has as one of its primary aims to reduce the opportunity for specific crimes to occur. Where CPTED differs from traditional target hardening strategies is that the techniques employed seek to use environmental factors to affect the perceptions of all users of a given space –addressing not only the opportunity for the crime but also perceptions of fear on the part of those who may otherwise be victims.

Drawing heavily on behavioral psychology, CPTED concepts and strategies take advantage of the relationships which exist between people and their environments. The way we react to an environment is more often than not determined by the cues that we are receiving from that environment. Those things which make normal or legitimate users of a space feel safe (such as good lighting), make abnormal or illegitimate users of the same space feel unsafe in pursuing undesirable behaviours (such as stealing from motor vehicles).

In practice, CPTED principles can be, and are, used in a wide range of contexts, from social planning through to urban design; from community safety to specific security risk management applications. While the underlying principles can be traced to ancient civilizations, the contemporary concepts of CPTED have been around for forty years and touch many professional disciplines. Yet there remains a high degree of CPTED illiteracy within the professions, frequently resulting in designs that fail to fully meet behavioural or functional objectives. The by-products are fear, reduced productivity, and increased opportunity for crime.

The goals of CPTED strategies are to reduce the opportunity for crime and improve the quality of life in a community.

There are four overlapping CPTED strategies.

1. Natural Surveillance

A design concept directed primarily at keeping intruders easily observable. Promoted by features that maximize visibility of people, parking areas and building entrances: doors and windows that look out on to streets and parking areas; pedestrian-friendly sidewalks and streets; front porches; adequate nighttime lighting.

2. Territorial Reinforcement

Physical design can create or extend a sphere of influence. Users then develop a sense of territorial control while potential offenders, perceiving this control, are discouraged. Promoted by features that define property lines and distinguish private spaces from public spaces using landscape plantings, pavements designs, gateway treatments, and “CPTED” fences.

3. Natural Access Control

A design concept directed primarily at decreasing crime opportunity by denying access to crime targets and creating in potential offenders a perception of unacceptable risk. Gained by designing streets, sidewalks, building entrances and neighborhood gateways to clearly indicate public routes and discourage access to private areas with structural elements.

4. Target Hardening

Accomplished by features that prohibit entry or access: window locks, dead bolts for doors, interior door hinges.

Consultant Responsibility Assignment Matrix Template
 (See Section 9, para 4.2.4)

Responsibility Assignment Matrix Example																	
	Architectural				Mechanical				Electrical				Cost Estimating				Total Hrs
	TM1	HR	TM2	HR	TM3	HR	TM4	HR	TM5	HR	TM6	HR	TM7	HR	TM8	HR	
1.0 General Requirements		\$85		\$95		\$95		\$85		\$70		\$95		\$80		\$90	20
Task 1.1	10																10
Task 1.2	10																10
2.0 Concept Design																	50
Task 2.1	30		10														40
Task 2.2	10																10
3.0 Schematic Design																	190
Task 3.1			10		50		50		40		40						190
Task 3.2																	
4.0 Contract Documents																	90
Task 4.1	50		20														70
Task 4.2	20																20
5.0 Tendering Documents																	30
Task 5.1	10				5		5		5		5						30
6.0 Construction & Project Budgets																	125
Task 6.1	5												60		60		125
Total	145		40		55		55		45		45		60		60		505
Percentage of total project time		28%		8%		11%		11%		9%		9%		12%		12%	

Legend:
 TM - initial of team member. 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.

