

7 July 2017

Invitation to Tender—Project Management/Contract Administration and Associated Optional Services for Office Relocation Project

This letter is to invite you to submit a proposal for the work outlined below.

The IFRS Foundation (the ‘Foundation’) is investigating the possibility of relocating its London offices from 30 Cannon Street, EC4M 6XH to alternative premises within the City of London or its outskirts. We are looking for premises, on one floor, of approximately 23,000 sq. ft. The Foundation is inviting tenders for project management, contract administration and associated services including oversight of and assistance with the design, procurement and fit-out process of the chosen premises, hereinafter ‘PM/CA Services’.

The Foundation wishes to adopt a working style based on a shared space/open plan concept with 14 offices. We wish to separate the client facing area (including meeting rooms) from the staff area. We require one central reception area with waiting facility, a large number of meeting rooms, sufficient break-out, silent and collaborative space, tea/coffee points and a central kitchen/lunch area.

For its public meetings the Foundation requires a large, flexible, videoconferencing-enabled meeting room with space for 100+ people.

The Foundation requires that it be in occupation by June 2018.

As the Foundation is a not-for-profit organisation, we would like to create an attractive, modern and functional environment on a cost-effective basis.

Scope of services required

The external PM/CA Services required for the office relocation project (the ‘Project’) include, but are not limited to:

- advising on the strategy and processes concerned with obtaining tenders from design companies, engaging contractors, and selecting and completing building contracts;
- liaising with Landlord(s) with regard to potential Licence(s) to Alter and the design/fit-out process;
- advising the Foundation and assisting it with incorporating its cultural requirements into the Project;
- managing the fit-out process up to the handover date of the premises; and
- carrying out the physical relocation of the staff to the new premises.

Whilst the final scope of the PM/CA Services will need to be established and agreed with the successful consultant (‘Consultant’), it is envisaged that the Consultant will, for the duration of

the Project, become the formal line manager of the Foundation's facilities team and report to the Director of Operations. The Consultant will also be required to:

Pre-Construction Phase

1. support the transaction agent throughout the transaction phase.
2. review the outline scope, programme and cost parameters to establish the Foundation's project requirements.
3. agree the detailed brief with the Foundation.
4. prepare a project programme and monitor it throughout the project.
5. agree the format of the required project team and manage a bidding/selection process for additional project and design team consultants to be appointed directly by the Foundation.
6. define procedures for communication between and responsibilities of all the participating members of the project team.
7. arrange a programme of project meetings and organise, chair, issue agendas for and take and distribute notes of meetings.
8. advise the Foundation on procurement methods and make recommendations in this regard.
9. in conjunction with the cost consultant, prepare a preliminary project budget summary.
10. in conjunction with the cost consultant, assist the Foundation with the preparation of a preliminary cash flow projection, covering estimated project costs.
11. in conjunction with the design team and cost consultant, develop and agree with the Foundation a strategy that will lead to the effective procurement of materials, equipment and services.
12. in conjunction with the Foundation's Solicitors, agree with the consultants their services and responsibilities, schedule and check progressive fee payments related to defined stages of the consultants' work and obtain details of the consultants' professional indemnity insurance.
13. notwithstanding that the Consultant is not responsible for design coordination or acting as 'principal/lead designer', monitor the development of the design material against the brief.
14. oversee communication between all consultants engaged on the project to ensure that the pre-construction and design phase activities progress in accordance with the agreed programme and that, in particular, applications are submitted and design information is made available on time.
15. in conjunction with the cost consultant, agree the system of contractor selection suited to the Project. Obtain the Foundation's approval for the recommended form of contract. Prepare a preliminary list of contractors for the Foundation's approval, obtain references and conduct pre-tender interviews. In conjunction with the cost consultant, arrange for tender documents to be prepared.

16. make recommendations on appropriate contractors to tender for the works.
17. report to the Foundation and obtain approval and authority to proceed with the procurement activities.
18. in liaison with the design team and cost consultant, collate tender documentation.
19. examine tenders received in conjunction with the Foundation, the cost consultant and design team, and assist in making recommendations for the appointment of the contractor by the Foundation.
20. alongside the Foundation's solicitors, arrange for the preparation of contract documents for the main contractor and sub-contractors as appropriate.
21. report progress to the Foundation on a regular basis.
22. in conjunction with the Foundation and cost consultant, establish the system for forecasting, monitoring and controlling costs, extras and variations.
23. review with the Foundation any contractors or sub-contractors needed to meet the Consultant's special requirements for equipment, processes and maintenance contractors and, where appropriate, arrange for tenders to be obtained;
24. advise the Foundation on the appointment of the contractor and on the responsibilities of the Foundation, contractor and architect under the terms of the building contract. Where required, prepare the building contract and arrange for it to be signed by the Foundation and the contractor. Collate production information (provided by others) as required by the building contract.
25. liaise with the cost consultant regarding the need for advance orders of materials or equipment that have extended delivery times.
26. review with the Foundation matters relating to bonds, insurances, liquidated damages and warranties.

Construction Phase

27. implement a system for monitoring progress on site against the construction programme, monitor the issue of design information by the team, check that dates for release of information to the contractor are met, and report regularly to the Foundation.
28. administer the terms of the building contract during operations on site.
29. in conjunction with the cost consultant and main contractor, provide regular updates on the cash flow forecast
30. report any actual or potential delays to the Foundation and provide details of action taken in response.
31. oversee arrangements for pre-handover testing and commissioning of services, plant and machinery and arrange for the management staff to be instructed in the operation of any plant or equipment installed in the building by the main contractor.

32. advise the Foundation of the need to arrange information insurance for the building on practical completion.
33. arrange for the inspection and handover of the works and issue of test certificates.
34. oversee the interim valuation of works by the cost consultant and prepare and issue certificates for payment.
35. prepare regular summary reports or updates for the Foundation including, where requested by the Foundation, a financial statement prepared by the cost consultant.
36. arrange a programme of project meetings and organise, chair, issue agendas for and take and distribute notes of meetings.
37. oversee the process of pre-completion snagging inspections and lead the process of certification of practical completion under the building contract.

Post-Construction Phase

38. oversee the Cost Consultant's negotiation of the final account with the main contractor on behalf of the Foundation.
39. oversee delivery of 'as built' drawings and maintenance manuals to be supplied to the Foundation by the relevant consultants, contractors and sub-contractors.
40. monitor the progress of remedial works during the defects liability period and the release of retention monies, the issue of certificates in accordance with the contract and the final account for submission to the Foundation.

If necessary, as part of your proposal, you should provide a mark-up with any requested amendments to this list of proposed duties otherwise your fee proposal will be deemed to include the above duties.

The form of procurement has not yet been defined. As a result, the PM/CA Services fee proposition is to be aligned to the RIBA stages. Notwithstanding this, it is envisaged that the project will be procured on a traditional basis.

As part of your RFP response, please provide a fee quotation for taking on and delivering the additional service lines scheduled below on a principal consultancy basis and with a single point of within the Foundation:

- Interior Design
- Mechanical & Electrical Engineering & Public Health
- Cost Consultancy
- Principal/Lead Design Services.

Period of appointment

The appointment will last until the Foundation has completed the Project.

Tender process

Each firm is asked to submit a written proposal that meets the requirements outlined below. This proposal should be submitted by 21 July 2017. If you would like to obtain further information about the Foundation and the scope of the Project, please contact Jenny Cale at jcale@ifrs.org or 020 7246 6955

After the deadline for submission, each shortlisted firm will be invited to a meeting at the Foundation's offices to discuss its proposal. It is anticipated that these meetings will take place during the month of August 2017. Precise dates and times will be confirmed later in the process.

Proposal requirements and criteria for assessment

(1) Details of firm and experience

Please provide:

- examples of recent, similar projects that your firm has undertaken;
- details of your firm's experience of working with not-for-profit clients;
- a summary of potential benefits to the Foundation of selecting your firm;
- employee numbers for your London team;
- the total value of projects delivered by your London team for 2016;
- the total sq. ft. of space involved in similar projects delivered by your London team for 2016;
- evidence of your current level of professional indemnity insurance cover; and
- evidence of your ISO 9001 and ISO 14001 certification.

(2) Understanding the business

Demonstrate a clear understanding of the nature of the Foundation's business and the structure of the organisation.

(3) Resourcing

Please provide:

- the names, locations and relevant experience of members of your core service team;
- details of the time key team members will commit to an appointment;
- details of staff continuity; and
- references for the firm and each core member.

(4) Approach

Please explain the approach your firm will take in assisting the Foundation with this Project.

(5) Governance and independence

Please:

- disclose whether your firm has any potential conflicts of interest;
- confirm that your firm will ensure compliance with independence requirements; and
- confirm that your firm will take all necessary steps to ensure its independence.

(6) Fees

Please:

- provide a competitive fee quote that offers the Foundation value for money, including but not limited to alternative fee structures and billing arrangements;
- indicate your fees for the provision of the PM/CA Services expressed as a lump sum fee;
- provide an indication of the interim fees (as a proportion of the total fees) applicable against completion of the following project milestones;

PROJECT STAGE	STAGE FEE	CUMULATIVE FEE
RIBA Stage 1 Foundation Brief	£	£
RIBA Stage 2 Concept Design Phase	£	£
RIBA Stage 3 Detailed Concept Design	£	£
RIBA Stage 4 Technical Design	£	£
RIBA Stage 4 Tender/Returns	£	£
RIBA Stage 4 Contractor Selection	£	£
RIBA Stage 5 Construction	£	£
RIBA Stage 6/7 Practical Completion	£	£
End of Defects	£	£
TOTAL	£	£

- provide an outline of the anticipated level of reimbursable expenses required in addition to the lump sum fees above.

OPTIONAL FEES

Interior Design

PROJECT STAGE	STAGE FEE	CUMULATIVE FEE
RIBA Stage 1 Foundation Brief	£	£
RIBA Stage 2 Concept Design Phase	£	£
RIBA Stage 3 Detailed Concept Design	£	£
RIBA Stage 4 Technical Design	£	£
RIBA Stage 4 Tender/Returns	£	£
RIBA Stage 4 Contractor Selection	£	£
RIBA Stage 5 Construction	£	£
RIBA Stage 6/7 Practical Completion	£	£

End of Defects	£	£
TOTAL	£	£

Mechanical/Electrical & Public Health

PROJECT STAGE	STAGE FEE	CUMULATIVE FEE
RIBA Stage 1 Foundation Brief	£	£
RIBA Stage 2 Concept Design Phase	£	£
RIBA Stage 3 Detailed Concept Design	£	£
RIBA Stage 4 Technical Design	£	£
RIBA Stage 4 Tender/Returns	£	£
RIBA Stage 4 Contractor Selection	£	£
RIBA Stage 5 Construction	£	£
RIBA Stage 6/7 Practical Completion	£	£
End of Defects		
TOTAL	£	£

Cost Consultancy

PROJECT STAGE	STAGE FEE	CUMULATIVE FEE
RIBA Stage 1 Foundation Brief	£	£
RIBA Stage 2 Concept Design Phase	£	£
RIBA Stage 3 Detailed Concept Design	£	£
RIBA Stage 4 Technical Design	£	£
RIBA Stage 4 Tender/Returns	£	£
RIBA Stage 4 Contractor Selection	£	£
RIBA Stage 5 Construction	£	£
RIBA Stage 6/7 Practical Completion	£	£
End of Defects	£	£
TOTAL	£	£

Principal/Lead Design Services

PROJECT STAGE	STAGE FEE	CUMULATIVE FEE
RIBA Stage 1 Foundation Brief	£	£
RIBA Stage 2 Concept Design Phase	£	£
RIBA Stage 3 Detailed Concept Design	£	£
RIBA Stage 4 Technical Design	£	£
RIBA Stage 4 Tender/Returns	£	£
RIBA Stage 4 Contractor Selection	£	£
RIBA Stage 5 Construction	£	£
RIBA Stage 6/7 Practical Completion	£	£
End of Defects	£	£
TOTAL	£	£

Overall discount if your firm is appointed to deliver all service lines £.....

Please indicate the anticipated level of reimbursable expenses required in addition to the lump sum fees above.

(7) Other

Please provide:

- details of up to three clients that we can contact for references; and
- information with regard to your company's financial accounts for the last 3 years.

Please send your proposal to Jenny Cale either by email or post. The deadline for receipt of the proposal is 5pm on 21 July 2017. No tender will be opened prior to this deadline, so please make all correspondence clearly identifiable.

We would be grateful if you could confirm by 14 July, by email to Jenny Cale, your willingness to participate in the selection process, and your ability to meet the stated submission date. For any further information or clarification please contact Jenny Cale.

For your information, please find attached in Appendix 1 a draft outline of the Terms of Appointment in respect of the PM/CA Services.

Confidentiality

By accepting this invitation to take part in the tender process, you agree to keep in confidence all information provided to you, whether written or oral, in relation to the tender process and/or in relation to the Foundation's business generally that is not already in the public domain, to use the said information only for the purposes of this tender and for no other reason and not to disclose any of the said information to any third party.

You will bear any costs and expenses that you incur in relation to this tender and the said information shall be kept confidential unless it lawfully becomes public knowledge.

Yours sincerely,

Miranda Corti
Director of Operations

APPENDIX 1

Draft Outline Terms of Appointment for PM/CA Services

Notwithstanding the subsequent agreement to be formalised in respect of the successful Consultant's appointment, the following outline terms will be applicable:

1. In the performance of its services, the Consultant will exercise all reasonable skill, care and diligence as would be expected of a professional consultant carrying out similar services.
2. The Consultant acknowledges that a duty of care is owed to the Foundation.
3. The Consultant shall maintain, with reputable insurers, professional indemnity, public liability and employer's liability insurance commensurate with the level of responsibility under the project and shall maintain such insurance throughout the duration of the appointment and, in the case of professional indemnity insurance, for twelve years thereafter. The level of all such insurances should be notified to and be subject to the approval of the Foundation provided that such insurances are available at commercially reasonable rates. The Consultant will be expected to provide copies of the current and renewal insurance certificates on an annual basis.
4. Information received by the Consultant shall be treated in total confidence and neither the Consultant nor any members of its staff shall discuss or share any information concerning the project with any person not directly appointed to act with regard to the Project.
5. The right of the Foundation to cancel any instruction or cancel the appointment at any time is reserved. In the event of cancellation after commencement of works, fees will be payable based upon the quantum of work completed before cancellation is notified to the successful Consultant in the role of project manager shall properly determine in its absolute discretion.
6. Copyright in all drawings, designs, artwork, reports and other documents prepared by the Consultant shall be assigned to the Foundation..
7. The successful Consultant will not sub-contract or assign or otherwise part with any of its duties to a third party without the Foundation's prior written consent.
8. The Consultant accepts that any breach of clause 7 could cause injury to the Foundation and that monetary damages may not be an adequate remedy for any such breach and that accordingly without prejudice to any and all other rights or remedies that the Foundation may have, the Foundation shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of clause 7.