

NOTICE TO CONSULTANTS/CONTRACTORS/SUPPLIERS/PROVIDERS

Information

1. Whilst the information in this Request for Quotation (RFQ) is believed to be correct at the time of issue, neither Accent nor its advisers accepts any liability for its accuracy, adequacy or completeness, nor is any warranty (express or implied) given as to its accuracy, adequacy or completeness.
2. The above exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from this RFQ and in respect of any other written or oral communication transmitted or otherwise made available to any Contractor, and no representations or warranties are made in relation to such opinions, statements or conclusions.
3. Accent will not accept consortia bids nor bids which sub-contract any part of the services to an external Contractor.
4. Despite the above, Accent do not exclude liability for fraud.
5. Contractors must ensure that they read and understand this RFQ.
6. This RFQ does not purport to provide all of the information which may be necessary or desirable to enable a Contractor to determine whether or not to submit a response to this RFQ.
7. Other than if Accent becomes aware of any fraudulent misrepresentation, Accent is not under, and does not assume, any obligation to update or supplement this RFQ or to correct any inaccuracies or misrepresentations contained in or any omissions from this RFQ, which may exist either at the date of this RFQ or subsequently. Information contained in this RFQ may change from time to time.
8. The timeframes specified in this RFQ are indicative only and may be revised by Accent from time to time. If they are revised, Accent shall notify all Contractors who have registered an interest in the RFQ via the Due North ProContract message portal.
9. Contractors are solely responsible for obtaining the information which they consider is necessary in order to make all decisions relating to their responses and to undertake any investigations they consider necessary in order to verify any information provided to them during this procurement exercise.
10. Contractors must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the information contained in the appendices and their responses without reliance upon any opinion or other information provided by Accent or any of its advisers.
11. Any attempt by the Contractors or their advisers to influence the contract award process in any way may result in the Contractor being discounted/removed from the competition, Specifically, Contractors shall not directly or indirectly at any time:
 - i. devise or amend the content of their submission in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, contractor, consortium member or provider of finance;
 - ii. enter into any agreement or arrangement with any other person as to the form or content of any other quotation/submission, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Contractor;
 - iii. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a quotation;

NOTICE TO CONSULTANTS/CONTRACTORS/SUPPLIERS/PROVIDERS

iv. canvass Accent or any employees or agents of Accent in relation to this procurement process; or
v. attempt (other than in accordance with the procedures set out within this RFQ) to obtain information from any of the employees or agents of Accent or their advisors concerning another Contractor or Quotation

12. Contractors are responsible for ensuring that no conflicts of interest exist between the Contractor and its advisers, and Accent and its advisors. Any Contractor who fails to comply with this requirement may be disqualified from the procurement process at the discretion of Accent.

13. All proposals contained in a quotation must be capable of delivery and the quotation must have commitment from within the Contractor's organisation.

14. Please be aware that your success within this procurement process will depend on the answers and pricing provided and the associated appendices. Even if you already provide similar services to Accent or another member of its group, Contractors are required to answer all questions in full.

Variations and other reserved rights

15. Accent reserves the right:

- i. not to award any contract(s) as a result of this procurement exercise;
- ii. not to award to any consortia bid;
- iii. to vary the bid timetable as it considers appropriate at any time. Any material changes shall be notified to the person each Contractor has nominated for contact purposes via the Due North ProContract portal;
- iv. to withdraw this RFQ at any time or to re-invite responses on the same or any alternative basis;
- v. to seek clarification in relation to the information submitted by the Contractor. The Contractor must respond promptly in writing and by the specified date and time.
- vi. Variant bids will not be accepted.

Costs to be borne by Contractor

16. Any expenditure, costs, liability, work or effort undertaken or incurred in proceeding and/or participating in this procurement exercise (including, without limitation, responding to this RFQ ("RFQ Costs")) is a matter solely for the commercial judgement of the Contractor, and Accent shall not be liable to reimburse or compensate the Contractor in respect of any costs.

Language

17. English shall be the official language for all means of communications between Contractors and Accent on all matters relating to this procurement exercise (including, without limitation, responding to this RFQ).

NOTICE TO CONSULTANTS/CONTRACTORS/SUPPLIERS/PROVIDERS

Governing law

18 English law shall govern this RFQ. The Contractors agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Security and confidentiality

19. Contractors shall comply with the instructions regarding communication with Accent as described in this RFQ.

20. Contractors are also reminded that Accent's invitation to submit responses to this RFQ is conditional upon the Contractor's continued compliance with the terms of this RFQ.

21. This RFQ is made available to Contractors on the condition that it is used only in connection with the preparation and submission of responses and/or negotiations in relation to this RFQ.

22. This RFQ must not be disclosed to or seen by any unauthorised persons nor be used for any purpose other than responding to this RFQ. RFQ related material must be returned to Accent upon request, either on completion of the further procurement exercise or earlier if Accent so requires or immediately should a Contractor decide not to submit a response.

23. Contractors shall not make any announcement, and shall procure that their employees, sub-contractors, agents and advisors do not make any announcement (including, without limitation, any communication to the public, to any clients or contractors of either Accent or each Contractor, to all or any employees of either Accent or each Contractor, and to representatives of the press, radio, television or any other media), regarding the existence, provisions or subject matter of this RFQ or containing any information about Accent without the prior written approval of Accent.

Accuracy of information

24 The Contractor must ensure that:

- i. all information provided in their response or subsequently provided to Accent in the course of this procurement exercise (including, without limitation, responding to this RFQ) is true, complete, accurate and not misleading;
- ii. opinions stated in any part of their response are honestly held and reasonable grounds exist for holding such opinion;
- iii. any suggestions made during any clarification sessions may be incorporated into Accent's requirements; and
- iv. any change in the status of such information shall be brought to the attention of Accent immediately.

25. Contractors are required as part of Appendix 1 Form of Quotation signed by an officer of the company, confirming the undertakings detailed in Appendix 1.

NOTICE TO CONSULTANTS/CONTRACTORS/SUPPLIERS/PROVIDERS

Intellectual property rights

26. All intellectual property rights in this RFQ (and all other material issued to Contractors by Accent or on its behalf or to which the Contractor has been given access for the purposes of this RFQ) shall remain the property of Accent or the relevant owner/licensor. Contractors shall not obtain any right, title or interest to such documentation.

27. Each Contractor Licences Accent and its officers, employees, agents, solicitors and advisers to copy, adapt, amend, disclose or do anything else necessary (in Accent's sole discretion) to any material contained in its response (including material in which intellectual property rights of the Contractor or other persons subsist) for the purposes of:

engaging in clarifications with the Contractor;

evaluating its response;

evaluating any subsequent offer made by the Contractor;

concluding any resultant contract(s) with the Contractor;

reference during management of the resultant contract(s); and

anything else related to the above purposes, including governmental and parliamentary reporting purposes.

28. By submitting its response and such supporting information each Contractor shall be deemed to have given consent and licence for such copying and use as set out in section above. It is each Contractor's responsibility to ensure that, prior to submitting the relevant information to Accent, it has obtained all necessary third party consents to enable it to provide the consent and licence set out above.

29. Notwithstanding the above, ownership of all intellectual property rights in the material contained in the response shall remain unchanged.

Accent Standard Appointment Letter

30. Acceptance in full of Accent Housing Standard Consultant Appointment letter as set out in Appendix 2 is a precondition to participation in this competition.

Insurances

31. Prior to commencing work for Accent, each successful contractor will provide Accent with valid evidence of the following minimum level of insurance cover:

a. Statutory Employers Liability £5,000,000 (if applicable)

b. Public Liability £5,000,000 in any one claim

c. Product Liability £500,000 in any one claim

NOTICE TO CONSULTANTS/CONTRACTORS/SUPPLIERS/PROVIDERS

Acceptance of this RFQ

32. By participating in this Competition, Contractors shall be deemed to have agreed to be bound by the rules, notices and disclaimers contained in this RFQ and any further documents issued by Accent during the procurement exercise and no purported rejection, variation or addition to the provisions of this RFQ made by Contractors shall have any effect.

Status of this RFQ

32. This RFQ is not and shall not be construed as an offer to any of the Contractors or the basis for a contract. No guarantees are given, nor are implied as to the value and or volume of services that will be placed with successful Contractor(s) participating in this procurement.

Additional information, clarifications and information documents

33. Notwithstanding any other requirements required by this RFQ, Accent may require the Contractor to submit additional information and may require it to make a formal presentation for the purpose of explaining its response and to allow further consideration of its response.

Exclusion of Contractors for breach

34. If a Contractor breaches any requirement or condition of this RFQ then Accent may, at its sole discretion, exclude that Contractor from any further involvement in the process by written notice to that Contractor.

Notification and debriefing

35. Accent will inform all Contractors in writing of any intention to award a contract. A contract will be formally awarded to the successful Contractor.

36. All unsuccessful Contractors will be afforded the opportunity of a debriefing letter which will confirm the number of on time submissions, ranking, and total qualitative and quantitative scoring and where appropriate constructive feedback of their submission. No further communication will be entered into.

End of document