



**Open Procurement
Invitation To Tender (ITT)
Grounds Maintenance**

Tender Reference: JJ/DW 10/2020

| | |
|-----------------------------------|--------------------|
| DATE OF ISSUE OF ITT: | 15/12/2020 |
| DATE OF RETURN: | 19/01/2021 |
| TIME; ON OR BEFORE: | 10:00 hrs |
| INITIAL CONTRACT DURATION: | 36 MONTHS * |

| | |
|---|------------------|
| <u>*with the option to extend at the sole discretion of Accent</u> | |
| Extension 1 x | 12 Months |

In accordance with the Public Contracts Regulations 2015
OJEU Open Notice Reference Number

**Please note that ALL communication must be directed through the Due North
ProContract secure messaging area via the E-Sourcing Portal:**

<https://procontract.due-north.com>

Email submissions will be rejected and not responded to.

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1 INTRODUCTION

This document provides information, instructions and the terms of engagement of the Invitation to Tender (ITT) of this procurement.

1.1 Project Background

Accent's vision "With you for your journey". Our mission, as a Registered Provider of Social Housing, is "working to improve people's lives".

The principal activity of Accent is the management and development of affordable housing, and the organisation currently provides around 20,000 homes to around 35,000 customers. We have homes in the following areas:

- North, East and West Yorkshire
- Nottingham, Cambridgeshire, Northamptonshire, Lincolnshire, Rutland and Buckinghamshire
- Surrey, Kent and West Sussex
- Lancashire and Cumbria
- Middlesbrough, County Durham and Newcastle

Further information about Accent is available on our website www.accentgroup.org

This procurement is being conducted by Accent Housing Limited and is for the benefit of:

- Itself
- Existing and potentially future companies within Accent Group Ltd (and its subsidiaries)

References in this ITT to "Accent" "we/us" are to be read as references to the Accent legal entity (or anyone acting on behalf of that Accent legal entity) that is seeking to invite suitable contractors to submit Tenders to it in the respect of its contract requirement.

1.2 Explanation of the ITT process

Accent is conducting this procurement process using the Open Procedure in accordance with the requirements of the Public Contracts Regulations 2015 for the purpose of procuring the services described within.

A call for competition in respect of this procurement was published in OJEU under reference number [2020/S 244-605928](https://www.oeil.eu/notice/2020/S-244-605928) on date 15th December 2020.

There are two (2) Phases which Contractors are asked to complete.

Phase 1 Standard Selection Questionnaire (SSQ) - Company Information:

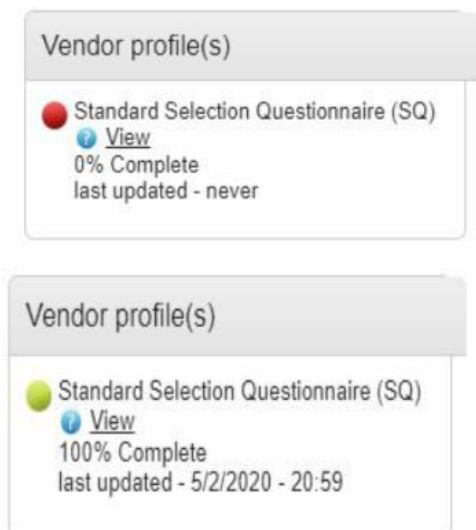
SSQ Part 1: Contractors are asked to complete their company information details within the Supplier/Vendor Profile section of the Due North ProContract portal.

<https://procontract.due-north.com>

On successful completion of the Company Information within Due North ProContract it will turn green and be marked as 100% complete.

Company Information (Vendor Profile)

Please note that Phase 1 - Standard Selection Questionnaire (SSQ) within the supplier / vendor profile **MUST** be fully completed and show as GREEN and not RED per the vendor profile examples shown below:



Should you experience difficulties in completing 100% of the Company Information in the first instance please contact Due North supplier support and also message Accent via the messaging portal within Due North confirming the same.

Phase 2 Contains Award Criteria Additional Information and Question Set, and Pricing to assess the qualitative and quantitative aspects of bespoke submissions for Accent (the client) contract opportunity as outlined in this ITT.

Furthermore, **Output Specifications** listed in this ITT has been identified as minimum functionality requirements. These requirements are not open to negotiation or substitution: a response, which does not deliver against these requirements, will be discounted/removed from further evaluation/competition, at the discretion of Accent.

Clarification Interviews:

Accent reserves the right to invite the top two respondent(s) to clarification interviews for each respective lot; Clarification interviews will be held **virtually** via Microsoft Office Teams between the 1st February and the 3rd February 2021 by invitation only. Please ensure you have personnel available to attend.

As part of the clarification interviews, Respondent's will be sent and asked to complete a Due Diligence – ICT Supplier Questionnaire. This must be completed and returned within 5 working days and returned via the DueNorth ProContract messaging portal from date of issue.

Prior to commencing the preparation of detailed formal response to this ITT, Accent Housing Ltd would strongly recommend all interested parties to satisfy themselves that they are able to meet, **IN FULL**, the minimum requirements of all 2 Phases and deliver against the minimum functionality requirements as set out within this ITT.

If, after considering this ITT, you decide not to submit a response, we would welcome a message via the E-Sourcing portal with your reasoning why.

Prior to commencing formal evaluation, Submissions will be checked to ensure they are fully compliant with the requirements set out in this ITT document.

Non-compliant submissions may be rejected (solely at the discretion of Accent) and discounted/removed from the procurement process.

Where a submission requires further clarification, the respondent must respond within the required time limit(s) prescribed by Accent. Accent reserves the right to review before a decision is made whether Accent will reject it. A response, which does not deliver against these requirements, will be discounted/removed from further evaluation/competition, at the discretion of Accent.

The Respondents are therefore advised that throughout the procurement process outlined in section 4.1 (procurement timetable) that a relevant employee is available to enable such clarification(s) to be answered in a prompt and satisfactory manner.

Whilst it is Accent's intention to enter into a contract with an appointed Contractor(s), this does not confer any exclusivity on the appointed Contractor(s). Accent reserve the right to purchase any similar services (including those that are the same as or similar to those services covered by this procurement) from any contractor outside of such contract(s). Specifically, Accent is conscious of the possibility of merging with other Registered Providers in the future who have and may wish to retain the services of other external contractors for similar services.

2 THE OPPORTUNITY

2.1 The Rationale

Working in partnership with Accent and its other agencies to enable delivery of its corporate strategy in an efficient manner, Accent is looking for multiple Contractor(s) to deliver high quality comprehensive Grounds Maintenance Services based on an output specification.

The successful Contractor(s) will have an experienced skill set and a proven track record of providing grounds maintenance services. For the avoidance of doubt we will only consider Contractor(s) who are willing to establish a local base of operations no more than 25 miles from the chosen site(s) within the lot(s) being bid for. This is due to the requirement to respond in the event of inclement weather.

2.2 Scope of the contract

To deliver the output specification as noted in section 5 – appendix 6 General Output Specification – for the provision of Grounds Maintenance Services and continuing for the life of the contract.

There are 17 Grounds Maintenance Lots, Contractors may bid for all lots.

| Lot | Scheme | County | Post Code | Contract Duration Months | *Estimated Initial Total Contract Value Range |
|-----|-------------------------------|-----------------|-----------|--------------------------|---|
| 1 | Holmwood | West Yorkshire | LS8 1DH | 36 | £4500 to £5700 |
| 2 | Maple Croft | West Yorkshire | LS17 6AN | 36 | £13500 to £16500 |
| 3 | Cherry Lea Court | West Yorkshire | LS19 6AF | 36 | £2400 to £3600 |
| 4 | Claremont Gardens | West Yorkshire | LS28 5BF | 36 | £4500 to £7500 |
| 5 | River Walk | West Yorkshire | BD16 2JW | 36 | £3450 to £5400 |
| 6 | Quarry Street Bradford (LSE) | West Yorkshire | BD9 4BS | 36 | £2700 to £3300 |
| 7 | May Tree Close | West Yorkshire | BD14 6HU | 36 | £3000 to £5400 |
| 8 | Elizabeth Gardens | West Yorkshire | WF1 3SZ | 36 | £5700 to £8700 |
| 9 | Church View | West Yorkshire | LS25 6HZ | 36 | £9000 to £10,500 |
| 10 | Linnburn House Ilkley (LSE) | West Yorkshire | LS29 9QJ | 36 | £1950 to £2475 |
| 11 | Linnburn Mews Ilkley (LSE) | West Yorkshire | LD29 9RG | 36 | £3300 to £4800 |
| 12 | Wharfe View Grassington (LSE) | North Yorkshire | BD23 5NL | 36 | £3900 to £5100 |
| 13 | Centurion Way | North Yorkshire | HU15 1DF | 36 | £2400 to £3300 |
| 14 | Burlington Gardens | North Yorkshire | YO16 4HW | 36 | £4500 to £6000 |
| 15 | Harrison Court | Nottingham | NG13 8TD | 36 | £12,000 to £14,700 |
| 16 | Tarragon Grove | London | SE26 5ND | 36 | £6000 to £7500 |
| 17 | Kilnbarn Court | West Sussex | RH16 4SE | 36 | £11,700 to £14,400 |
| | Kilnbarn Way | | RH16 4SD | | |
| | Pinewood Way | | RH16 4JU | | |

***The anticipated contract value is given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. It should not be interpreted as an undertaking to purchase any goods or services to any particular value and shall not form part of any resulting contract(s).**

No variant bids will be accepted.

There are No TUPE requirements/transfers relating to these lots.

It is a requirement of this contract that the successful Contractor will work collaboratively with Accent's internal and when necessary external Stakeholder(s) to provide prompt, timely and effective support. It is expected the successful Contractor will have the relevant skill set and a proven track record of providing these specialist services.

No guarantees are given, nor implied as to the value and volume of services that will be placed with the successful Contractor participating in this procurement.

It is the intention of this contract that should any incumbent lot fail to consistently deliver the required standards during the contract term, Accent may at its discretion terminate that Contract and subject to

- (i) price maintenance
- (ii) the agreement of both parties;

Re-let the specific contract Lot without the need for further competition to any of the successful respondents.

2.3 (Phase 1) Standard Selection Questionnaire (SSQ) Part 1

Part 1 to be completed via Due North ProContract Portal: Company Information

2.4 (Phase 2) Additional Information and Questions, and Pricing

Additional Information and Questions contains mandatory Pass/Fail criteria questions, including a Credit Risk check, failure to respond and pass these questions will result in your tender response submission being disqualified and removed from further competition.

You may wish to obtain a copy of your own Dun and Bradstreet report before deciding whether or not to participate in this competition. Please note should your company not be registered with Dun and Bradstreet, Accent will require 3 years audited company accounts which Accent will arrange to review to assess your suitability to deliver the contract(s), in which Accent's assessment is final.

2.5 (Phase 2) ITT Weighting Table

The following weighting criteria tables 2.5a through to 2.5q below will be adopted in the evaluation of the responses submitted for each Lot specified.

| Lot 1 | | | | | |
|----------------------|-------------|----------------------|---------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 1 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 1 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 2 | | | | | |
|----------------------|-------------|----------------------|---------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 2 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 2 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 3 | | | | | |
|----------------------|-------------|----------------------|---------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 3 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 3 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 4 | | | | | |
|----------------------|-------------|----------------------|---------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 4 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 4 | 25 | 25 |
| | | Total | | | |

| Lot 5 | | | | | |
|----------------------|-------------|----------------------|---------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 5 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 5 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 6 | | | | | |
|----------------------|-------------|----------------------|---------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 6 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 6 | 25 | 25 |
| | | Total | | | |

| Lot 7 | | | | | |
|----------------------|-------------|----------------------|----------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 7 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | Pricing Lot 7 | 25 | 25 | |
| Total | | | | 100 | 40 |

| Lot 8 | | | | | |
|----------------------|-------------|----------------------|---------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 8 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 8 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 9 | | | | | |
|----------------------|-------------|----------------------|----------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 9 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | Pricing Lot 9 | 25 | 25 | |
| Total | | | | 100 | 40 |

| Lot 10 | | | | | |
|----------------------|--------------|----------------------|----------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 10 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 10 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 11 | | | | | |
|----------------------|--------------|----------------------|----------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 11 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | Pricing Lot 11 | 25 | 25 | |
| Total | | | | 100 | 40 |

| Lot 12 | | | | | |
|----------------------|--------------|----------------------|----------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 12 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 12 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 13 | | | | | |
|----------------------|--------------|----------------------|----------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 13 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | Pricing Lot 13 | 25 | 25 | |
| Total | | | | 100 | 40 |

| Lot 14 | | | | | |
|----------------------|--------------|----------------------|----------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 14 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 14 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 15 | | | | | |
|----------------------|--------------|----------------------|----------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 15 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | Pricing Lot 15 | 25 | 25 | |
| Total | | | | 100 | 40 |

| Lot 16 | | | | | |
|----------------------|--------------|----------------------|----------------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 16 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | | Pricing Lot 16 | 25 | 25 |
| Total | | | | 100 | 40 |

| Lot 17 | | | | | |
|----------------------|--------------|----------------------|----------|-----------------|---------------------------------------|
| Response Requirement | Section | Percentage Weighting | Question | Sub Weighting % | Maximum Points available per question |
| Qualitative | Desk Top | Mandatory Questions | A | Pass/Fail | Pass/Fail |
| | | | B | Pass/Fail | Pass/Fail |
| | | | C | Pass/Fail | Pass/Fail |
| | | | D | Pass/Fail | Pass/Fail |
| | | 70% | 1 | 30 | 5 |
| | | | 2 | 40 | 5 |
| Pricing | Price Lot 17 | 30% | 1 | 1 | 1 |
| | | | 2 | 0.5 | 0.5 |
| | | | 3 | 0.5 | 0.5 |
| | | | 4 | 0.5 | 0.5 |
| | | | 5 | 0.5 | 0.5 |
| | | | 6 | 0.5 | 0.5 |
| | | | 7 | 0.5 | 0.5 |
| | | | 8 | 0.5 | 0.5 |
| | | | 9 | 0.5 | 0.5 |
| | | Pricing Lot 17 | 25 | 25 | |
| Total | | | | 100 | 40 |

2.6 Instructions and details of the Procurement

| Item | Contract Details |
|-----------------------------|--|
| Procurement Method | This procurement is an Open OJEU Procurement - ITT, OJEU Ref: Contract Notice 2020/S 244-605928 |
| Contract Description | <p>To provide output specification Grounds Maintenance Services as noted in section 5, appendix 6 for Accent Group and its subsidiaries.</p> <p>The contract is between Accent Housing Ltd or Domus Services Ltd and the successful Respondent Contractor(s).</p> <p>Your proposed solution should deliver a secure, resilient service which exceeds the minimum output specification as detailed in section 5 – appendix 6 and offers market leading services and support arrangements. It must offer the future flexibility to amend the solution to reflect regulatory and business environmental changes.</p> <p>Accent means Accent Group Limited (registered society number 30444R), the parent company of the Accent Group and every other company (including Domus) which from time to time is or becomes a subsidiary or holding company of Accent or a subsidiary of any such holding company.(and the terms “subsidiary” and “holding company” shall have the meanings given to them by Section 1159 of the Companies Act 2006);</p> |

| | |
|-----------------------------------|--|
| Contract Term | Following completion of the ITT process and due diligence, this contract will commence on or before the 5 th April 2021 for an initial 36 months, with the option to extend based on 1, 12-month extension period; commencing on the anniversary date of the “Commencement Date”. Please note the Actual Commencement date is subject to mutual agreement. |
| Clarification Instructions | All correspondence communication and clarification questions must be submitted electronically via Due North ProContract messaging portal. It is the Contractor’s responsibility to ensure all clarification are received by Accent within the time period stated in section 4.1 Late questions will not be accepted or responded to. |
| Submission Instructions | <p>All responses must be submitted electronically via Due North ProContract portal <u>no later than 10:00 hrs 19th January 2021.</u></p> <p><u>All submissions received after 10:00 on the due date will be automatically rejected by the Portal Tender Box and disqualified from the competition.</u></p> <p>Please respond to the ITT using:</p> <ul style="list-style-type: none"> • ITT – Phase1 – Part 1 - Company Information – to be completed within Due North ProContract • ITT – Appendix 1 MS Word (Form of Tender) • ITT – Appendix 2 MS Word (Additional Information and Question Set) • ITT – Appendix 3 MS Excel (Pricing) <p>Documents submitted by Contractors must not have locks, password protection or cell protection activated other than those already embedded in the documents provided by Accent. No other methods of submission will be accepted.</p> <p>CV’s/Diagrams/Pictures/Structure/Organisational Charts are permitted in either .docx. ODF or PDF format but must be attributed/referenced to question numbers they pertain to CV’s/Diagrams/Pictures/Structure/Organisational Charts will not form part of the answer word count. Arial 12 point font to be used.</p> |
| Procurement Details | <p>https://procontract.due-north.com</p> <p>This procurement is an Open procedure This competition is defined as electronic Physical submissions are inadmissible and will not be considered. Accent reserves the right to reject any ITT where the submission does not fully comply with all the above instructions</p> |
| ITT Return date/time | 10:00 Hrs on Tuesday 19 th January 2021 |
| Project Lead | Darren Whitfield |

3 THE ITT PROCESS

| Document Name | Description | Action |
|--|--|---|
| ITT: Grounds Maintenance Services (this document) | ITT Document; Provides details of the ITT process, the opportunity, instructions, timeline and the evaluation methodology. | MS Word document; Read and Accept |
| Phase 1 | Phase 1 - SSQ – Part 1 | <u>Phase 1 to be completed on Due North ProContract Portal</u> |
| Appendix 1 | Phase 2 - Form of Tender (MS Word) | The Form of Tender declaration must be completed by a director or other authorised senior representative of your company with the appropriate capacity and authority to execute contracts and Printed on your organisation's letterhead. |
| Appendix 2 | <p>Phase 2; Qualitative Questions (MS Word)</p> <p>Please return via Due North ProContract Portal as an attachment to your final submission.</p> | <p>Appendix 2 - Workbook for Contractors to complete and submit.</p> <p>There are Mandatory Pass/Fail questions contained within Appendix 2, failure to Pass these questions may result in your submission being discounted/removed from the competition.</p> <p>The answers you provide in the question set Appendix 2 will be used for all Lot(s). You do not need to answer these questions multiple times.</p> <p>Diagrams/Pictures/CV's/Organisational Structural Charts are permitted in either docx, ODF, or Pdf format. Arial 12-point font to be used, (these will not form part of the word count).</p> <p>To avoid confusion questions answers are to be provided in full, cross referencing diagrams, pictures, CV's, organisational structural charts only.</p> <p>Word limit responses, which exceed the maximum word count, will be read to the maximum word count of that question and evaluated/scored accordingly.</p> |
| Appendix 3 | <p>Phase 2; Pricing (MS Excel)</p> <p>Please return via Due North ProContract Portal as an attachment to your final submission.</p> | <p>Having read and understood Section 5 – appendix 6 output specification please price using appendix 3 – Excel Workbook - Contractors to complete and submit.</p> <p>It is the intention of this contract that should any incumbent Lot fail to consistently deliver the required standards during the contract term, Accent may at its discretion terminate that Contract and subject to</p> <p>(iii) price maintenance (iv) the agreement of both parties; And</p> <p>Re-let the specific contract Lot without the need for further competition to any of the successful respondents.</p> |

| | | |
|---|--|--|
| Diagrams, Pictures, CV's and Organisational Structure Charts | Please return via Due North ProContact Portal as an attachment to your final submission. | Where a detailed written answer requires Diagram(s), Pictures, CV's, Organisation Structure Charts; clearly state the Contractor's name and question number to which the answer refers to. To avoid confusion question/answers are to be provided in full, cross-referencing Diagrams/Pictures/CV's/Organisational Structure Charts only, using the MS Word Additional Information and Question set Appendix 2. |
| Appendix 4. | Geographical Map and Plans of all Lots (1-17) | Plans of Accent's geographical location (information only) It is strongly advised for Contractors to visit and view each scheme in order to understand scheme requirements and provide competitive pricing based upon the Output Specification noted in appendix 6. Unaccompanied site visits may take place from 15th December 2020 until 6th January 2021 from 10:00 am till 15:00pm Monday to Friday. |
| Appendix 5 | Accent Housing Ltd & Domus Services Ltd Terms and Conditions | This pdf contains Accent Housing Ltd terms and conditions for the supply of services as outlined in this ITT. Please note the contract agreement conditions will be the same for Domus Services Ltd. Acceptance in full of Agreement terms and conditions as set out in Appendix 5 is a precondition to participation in this competition. |
| Appendix 6 | Output Specification | Output Specification – read and accept. Please note this is an output specification. Please be advised this is an output based specification. The delivery approach undertaken is at the discretion of the Contractor. Provided the output specification is met in full, the Contractor has the latitude to deliver the work in the manner they deem most efficient. The Client's decision is final on what is an acceptable specification output delivered at each site. |
| Appendix 6.1 | Indicative Frequency Guide (Suggested Only) | As noted above this is an output based specification and Appendix 6 takes precedence over Appendix 6.1 To assist contractors achieving the desired outputs outlined in the specification, Appendix 6.1 are a set of Guide Frequencies. Whilst the contractor has discretion to deliver as they chose; these indicative frequencies may be used as a guide to the minimum attendance/standard expected. |
| Appendix 7 | Key Performance Indicators | Key Performance Indicators – read and accept. |

4 (PHASE 2) INVITATION TO TENDER

The following sections outline the processes that will be used.

4.1 The ITT Process

The timetable highlights key phases of the anticipated procurement process are detailed below and should provide Respondent Contractors with an overview of dates.

Please note the dates provided are for guidance purposes only and whilst Accent does not intend to depart from the timetable, it reserves the right to do so at any stage. Any changes to the timetable will be notified to all Contractors as soon as practicable via Due North ProContract portal.

| Dates | Description |
|---------------------------------|---|
| 15/12/2020 | ITT is gazetted on OJEU |
| 15/12/2020 | ITT publish on CCS Contracts Finder and Due North Portal |
| 15/12/2020 | Contractor clarification questions (open) |
| 15/12/2020 to 6/01/2021 | Monday to Friday: Unaccompanied Scheme site visits between 10:00am and 15:00pm |
| 07/01/2021 (12:00) | Cut-off for receipt of contractor clarification questions (closes) Late questions will not be accepted |
| 12/01/2021 | Accent Response to clarification questions issued |
| 19/01/2021 (10:00) am | ITT Response Return Date |
| 19/01/2021 to 27/01/2021 | Contractor Evaluation: Scoring |
| 01/02/2021 to 03/02/2021 | Clarification Interviews – Held Virtually via MS Office Teams |
| 04/02/2021 to 05/02/2021 | Moderation Meeting |
| 05/02/2021 to 12/02/2021 | Internal Executive Report Recommendations |
| 16/02/2021 | Notification of proposed appointment (Standstill letters) issued. |
| 16/02/2021 | Start of standstill period |
| 01/03/2021 | Expiry of standstill period |
| 16/02/2021 to 23/03/2021 | Section 20 stage 2 Resident consultation (35 days) |
| 28/03/2021 | Section 20 Stage 3 Resident Consultation (confirmation) |
| 24/03/2021 | Appointment of Successful Contractor |
| 24/03/2021 to 05/04/2021 | Contract signature |
| 24/03/2021 to 05/04/2021 | Mobilisation period |
| 05/04/2021 | Project/Contract Commencement |

4.2 (Phase 2) ITT Responses

A completed tender submission will only be considered compliant if it contains the following:

| Appendix | Document Title | Action |
|----------|---|-----------------------------|
| 1 | Form of Tender | Complete, attach and return |
| 2 | Additional Information and Question Set | Complete, attach and return |
| 3 | Pricing Matrix | Complete, attach and return |

| | | |
|---|--|-------------------------------------|
| 4 | Folder containing Geographical Map and Plans for each Lot (1 – 17) | Review (for information) |
| 5 | Contract Agreement Terms | Read and Accept |
| 6 | Output Specification | Read and Accept |
| 7 | Key Performance Indicators | Read, Accept and Contract Adherence |

Failure to attach the completed Appendices 1, 2 and 3 of the ITT and supply a copy of your associated grounds maintenance risk assessments and method statements may result in your submission being discounted/removed from the competition.

4.3 Order of Precedence for scoring the components of each submission

The components of a Submission will be reviewed in the following order stage:

- i. 100% Full Completion of Phase 1 – If complete then,
- ii. Acceptance of Accent's T's & C's (Appendix 5) – only if Yes then:
- iii. Form of tender (to be printed on the Contractor's letterhead) – if complete then,
- iv. Pricing Module (Appendix 3) *
- v. Additional Information and Question Set: Requirements Response (Appendix 2)

*Should your pricing submission be more than 2.5 standard deviations from the mean of all the other submissions, Accent reserve the right to exclude your entire response from the procurement process.

Failure to complete any part of the order of precedence as noted above may result in your tender being disqualified and removed from the tender process.

4.4 Scoring

4.4.1 (Phase 2) Marking Criteria – Requirements responses

If the minimum requirements are met as set out in 4.3, the response submission will be evaluated and scored; based on 70% Qualitative and 30% price for the award criteria.

4.4.2 (Phase 2) Methodology for scoring Questions Response Answers – Appendix 2

Where being marked, each criterion will be scored in accordance with the following methodology unless otherwise stated:

| Performance | Judgement | Score |
|---|----------------|-------|
| Surpasses the standard completely | Excellent | 5 |
| Meets the standard completely | Good | 4 |
| Meets the standard in majority of aspects but fails in some | Satisfactory | 3 |
| Fails to meet the standard in majority of aspects but meets in some | Unsatisfactory | 2 |
| Significantly fails to meet the standard | Poor | 1 |
| Completely fails to meets the standard | Failed | 0 |

4.4.3 (Phase 2) Methodology for scoring price – Appendix 3

Price will be evaluated on a lowest to highest basis. If any prices are shown in the format of a 'range' i.e. £100 - £200 then the highest price in the range will be used for evaluation purposes e.g. £200.

All prices submitted shall be Net (No VAT) but include all associated delivery, travel and supply.

The bidder with the lowest cost will score the maximum weighting points (i.e. 30%) as prescribed in tables 2.5a and 2.5q (Lots 1-17) and other bidders will have their score pro-rata against the lowest compliant cost submission an example provided below for convenience.

Pricing % will be calculated as follows for each sub weighting criterion; example of 30% weighting shown below. Scoring will be calculated to the nearest decimal place of 2 i.e. 31.95

Total (Lowest compliant bid price ÷ Tenderer's bid price) × 30%.

| Total bid price for all Schemes noted in respective Lot - (30% Weighting) | | | |
|---|--------------------------------|-------------------------------|----------------------|
| Bids | Lowest Compliant Bid Price (£) | Potential Providers Price (£) | Actual Price Score % |
| Bid 1 | £6,000 | £6,000 | 30 |
| Bid 2 | £6,000 | £6,500 | 27.69 |
| Bid 3 | £6,000 | £12,000 | 15.00 |

Price will be evaluated on a lowest to highest basis. Contractors should note that responses considered to be priced abnormally low will be scrutinised to ensure that this is not as a result of a failure to understand the requirements of the Contract or non-transparent pricing. Accent has the right to reject any submission that it considers to be abnormally low.

4.5 Request for Proposal outcome

The Evaluation Panel members will first assign a provisional score to the aspect of submissions scored. An average of the individual scores will be used.

Moderation

The Evaluation Panel will then discuss these provisional scores and seek to arrive at a single agreed score for that aspect of the evaluation. If, following discussion, the Evaluation Panel is unable to agree a single score, an average of the individual scores (as revised by the Evaluation Panel members following discussions between them) may be used instead of a single agreed score.

Clarification Interview:

Following completion of the desk top evaluation Respondent Contractors with the two highest combined Qualitative and Price total scores will be invited to a tender clarification interview to discuss their respective submissions. This interview will take place between 1st February

and 3rd February 2021 virtually to be held via MS Office Teams by invitation only. Accent reserves the right to increase the number of Tenderers to be invited to the clarification interview(s) by one or two Tenderers if their scores are closely placed around the cut-off point. Accent reserves the right to remove this stage should the overall score following desktop and pricing render it inconsequential.

Following the moderation meeting, the Contractor with the highest combined Qualitative and Price total score will be recommended for contract award, although as stated elsewhere in the document there is no contractual obligation given, implied or intended to procure as a result this ITT.

It is also important to note that the actual solution chosen will be subject to the Accent's available budget.

How to respond to the ITT

We have provided a Microsoft Word workbooks for your response Appendices 1 and 2 ITT Response, which through the answers you supply to our questions we will use to evaluate your offer using methodology stated in 4.4.2

The use of diagrams, pictures, CV's, organisational charts and schematics with industry-standard iconography and Key is permitted and will not form part of the answer response word count. These should be clearly named and attached to your response as continuation sheets in either .pdf, .jpeg or .vsd format and clearly referenced within the relevant question/answer response.

The submission of verbatim standard marketing content as all or part of an answer could be disregarded and may not, at Accent's sole discretion, be considered as part of your response.

We have provided a Microsoft Excel workbook for your pricing response **Appendix 3 – Pricing**, which through your pricing submitted we will use to evaluate your offer as described in section 4.4.3 methodology for scoring price.

Due to the output specification as noted in section 5 – appendix 6 you are firmly advised to visit all scheme sites in order to provide competitive pricing for the delivery of the services.

You are strongly advised to complete the pricing matrix appendix 3 in full: the purpose of this pricing matrix is to permit accurate evaluation and comparison of bids. Incomplete, non-transparent or unclear pricing is likely to result in the rejection of your entire response.

4.6 Communication

To maintain a credible audit trail, all communication must be made via the messaging section within the Due North ProContract portal and we will respond via the same method. We welcome all appropriate engagement, however, please note that to preserve the integrity of this competition any attempt to solicit unfair advantage by means of direct communication with any individual at Accent Housing Ltd will result in immediate disqualification/removal.

4.7 Confidentiality

Procurement Documents are made available by Accent on condition that Contractors do not use or copy such Procurement Documents for any purpose other than deciding to enter a submission for the Contract.

Contractors should note that some of the Procurement Documents may include confidential information and/or personal data under the Data Protection Act 1998. Such information will be communicated exclusively to Contractors and will not be made publicly available on the internet. Contractors must not place Accent in breach of its obligations under data protection legislation or in breach of any duty of confidentiality through the disclosure of such personal data or information. Contractors may disclose such confidential information only if:

- the disclosure is made for the sole purpose of preparing a submission and the person receiving the information undertakes in writing to keep it confidential on the same terms as set out in this ITT; or
- Accent gives prior written consent to the disclosure.

Accent may disclose any information relating to Contractors to its members, board members, officers, employees, agents or advisers. Accent may disseminate information about the Contract to all Contractors, subject to any duty to protect any Contractor's commercial confidence.

The Contractors should note that Accent may be required to disclose information they provide to Accent under the Freedom of Information Act 2000 unless Accent considers that the information is subject to a duty of confidence or that it is both commercially sensitive and the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.

Contractors must not undertake or permit any publicity to be undertaken at any time, about the Contract unless Accent has first approved its form and content.

5 SPECIFICATION SUMMARY BRIEF & KEY PERFORMANCE INDICATORS

5.1 Output Specification

To view the output specification and technical requirements please access document

- Appendix 6 Output Specification
- Please be advised this is an output based specification. The delivery approach undertaken is at the discretion of the Contractor. Provided the output specification is met in full, the Contractor has the latitude to deliver the work in the manner they deem most efficient.
- Complete compliance with this Output Specification is deemed to be covered in full within your pricing proposal.
- Appendix 7 Key Performance Indicators.
- The Client's decision is final on what is an acceptable output specification delivered at each site.

NOTICE TO CONTRACTORS

6 INFORMATION

- Whilst the information in this ITT 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.
- The above exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from this ITT 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.
- Accent will not accept consortia bids nor bids which sub-contract any part of the services to an external Contractor with the exception of arboreal specialist works as noted in appendix 6.
- Despite the above, Accent do not exclude liability for fraud.
- Contractors must ensure that they read and understand this ITT.
- This ITT 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 ITT.
- 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 ITT or to correct any inaccuracies or misrepresentations contained in or any omissions from this ITT, which may exist either at the date of this ITT or subsequently. Information contained in this ITT may change from time to time.
- The timeframes specified in this ITT 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 ITT via DueNorth Procontract message portal.
- 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.
- 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.
 - 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: 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;
 - enter into any agreement or arrangement with any other person as to the form or content of any other tender/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;

-
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender;
 - canvass Accent or any employees or agents of Accent in relation to this procurement process; or
 - attempt (other than in accordance with the procedures set out within this ITT) to obtain information from any of the employees or agents of Accent or their advisors concerning another Contractor or Tender
- Contractors are responsible for ensuring that no conflicts of interest exist between the Contractor and its advisors, 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.
 - All proposals contained in a Tender must be capable of delivery and the tender must have commitment from within the Contractor's organisation.
 - Please be aware that your success within this procurement process will depend on the answers and pricing provided in elements Phase 1 and 2 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.

6.1 Variations and other reserved rights

Accent reserves the right:

- not to award any contract(s) as a result of this procurement exercise;
- not to award to any consortia bid;
- 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 DueNorth Procontract portal;
- to withdraw this ITT at any time or to re-invite responses on the same or any alternative basis;
- 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.
- Variant bids will not be accepted.

6.2 Costs to be borne by Contractors

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 ITT) ("ITT 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.

6.3 Language

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 ITT).

6.4 Governing law

English law shall govern this ITT. The Contractor agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

6.5 Security and confidentiality

- Contractors shall comply with the instructions regarding communication with Accent as described in this ITT.
- Contractors are also reminded that Accent's invitation to submit responses to this ITT is conditional upon the Contractor's continued compliance with the terms of this ITT.
- This ITT 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 ITT.
- This ITT must not be disclosed to or seen by any unauthorised persons nor be used for any purpose other than responding to this ITT. ITT 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.

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 ITT or containing any information about Accent without the prior written approval of Accent.

6.6 Accuracy of information

The Contractor must ensure that:

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

6.7 Intellectual property rights

- All intellectual property rights in this ITT (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 ITT) shall remain the property of Accent or the relevant owner/licensor. Contractors shall not obtain any right, title or interest to such documentation.
- 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.
- 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.
 - Notwithstanding the above, ownership of all intellectual property rights in the material contained in the response shall remain unchanged.

6.8 Accent Standard Terms & Conditions

Acceptance **in full** of Accent Housing Ltd and Domus Services Limited terms and conditions as set out in Appendix 5 is a precondition to participation in this competition.

6.9 Acceptance of this ITT

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

6.10 Status of this ITT

This ITT 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.

6.11 Additional information, clarifications and information documents

Notwithstanding any other requirements required by this ITT, 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.

6.12 Exclusion of Contractor for breach

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

6.13 Notification and debriefing

-
- Accent will inform all Contractors in writing of any intention to award a contract.
 - Accent will then provide for a 10 day standstill period in accordance with the requirements of the Public Contracts Regulations 2015 before entering into any contract(s).
 - Contract award is subject to the formal approval process of Accent. (Until all necessary approvals are obtained and the standstill period has expired without challenge, no contract(s) will be entered into.
 - An Award Notice will be published in the Official Journal of the European Union in accordance with the Public Contracts Regulations 2015.
 - All unsuccessful Contractors will be afforded debrief information, which contains the details required by the Public Contracts Regulations 2015. Accent will not enter into any further communication with unsuccessful Contractors above such requirements.

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