Instructions are in green text. Remove when done.

Type answers/ information required over text in red.

Tenderers must type their responses over text in orange.

Guidance for Use: Contract Works Request for Quote

(RFQ) Template

This template is to be used for the procurement of Contract Works with a value of $10,000 - $99,999 by:

* direct source (obtain one quote)
* closed tender (seek three or more quotes).

The Minor Works Contract (under $100,000) is to be used with this template

In this template, the buyer is the School Board and is referred to as “the Principal” which is the legal entity that enters into a contract (not to be confused with the “school principal”).

Contractors that submit a quote or are invited to submit a quote are referred to as “Tenderers”.

When identifying the name of the school in the Procurement title, follow this with (the School). The specified school may then be referred to as “the School” throughout the RFQ.

**Content in the RFQ must be consistent with the relevant approved Procurement Plan.**

Prior to publication:

1. delete all unused optional content
2. ensure all instructional texts have been removed, including this guidance for use page
3. update the Contents table:
   1. right click on contents table
   2. select “Update table”
   3. select “Update entire table”
   4. click “OK”
4. save a separate Word document version of Section 4: Form of Quote (file name: [Procurement Title] [Name of School] (the School) – [Project Title] – [Nature of Contract Works]
5. save the whole RFQ document (including Section 4: Form of Quote) as a PDF document (file name: [Procurement Title] [Name of School] (the School) – [Project Title] – [Nature of Contract Works] RFQ)
6. when inviting quotes, send both the RFQ (pdf) and Section 4 Form of Quote (Word document) to Tenderers (this allows the Tenderer to populate Word document/Form of Quote).

NOTE: Delete this page and all instructional texts throughout the document before submitting this document for endorsement/ approval/ publication.

CONTRACT WORKS

REQUEST FOR QUOTE

# SECTION 1: Key Information

## Context

1. This Request for Quote (RFQ) is an invitation to submit a Quote for [Name of the School] (the School) – [Project Title] – [Nature of Contract Works](the Contract Works).
2. This RFQ is a closed Tender process and is subject to the RFx Process Terms and Conditions at: [School Property Procurement RFx Process Terms and Conditions (Conditions of Tendering) 2020-3](https://www.education.govt.nz/suppliers-and-providers/procurement/procurement-goods-and-services/opportunities-construction-suppliers#terms-and-conditions-1) or [www.education.govt.nz](http://www.education.govt.nz), search: ‘School property procurement templates and guides’.

## Procurement Timeline

The timeline (NZ time) for this RFQ is:

|  |  |
| --- | --- |
| RFQ timeline event | Date |
| RFQ released: | [time/date] |
| Deadline for submitting Quote: | [time/date] |
| Tenderers advised of outcome (indicative): | [date] |
| Contract start date (indicative): | [date] |

## Point of Contact

All enquiries must be directed to the Point of Contact for this RFQ:

Name: [Procurement Officer name]

Role: Procurement Officer

Email address: [Procurement Officer’s email address]

## Submitting your Quote

1. Your Quote must:
   1. be submitted by the Deadline for Quotes (Section 1.2) to the Point of Contact’s email address (Section 1.3)
   2. include all the information requested in and be in the format set out in the Quote Response Form (Section 2)
   3. remain open for acceptance by the Principal for [xx (no less than one)] calendar month[s] from the Deadline for Quotes
   4. include the Tenderer Declaration signed by the person authorised to represent the Tenderer for this RFQ.
2. Documents attached to this RFQ and which form part of this RFQ are:
   * + 1. RFQ (pdf)
       2. Form of Quote (Word document)
       3. Appendix 1: Minor Works Contract (the Works Contract)
       4. Appendix 2: Schedule of Prices
       5. Drawings as listed: (Appended to the RFQ as A3 documents with a drawing register as a record. Drawings may be electronically issued providing a hard copy record is maintained.)

* [Drawing number – drawing title – description]
  + - 1. Specifications as listed:
* [Specification number – specification title – description]
  + - 1. [Other information (specify)] (E.g. resource consent information, topographical surveys, soil investigation reports, building survey reports, existing information related to utilities, asbestos survey records, information on known health and safety risks)

1. The order of priority of Tender Documents is stipulated in the Works Contract.

## Background

1. The Project background is: (Describe the Project – of which this procurement is a part – in sufficient detail to provide a context for understanding the Contract Works.)
2. [General description of the Project]
3. [Outcome sought]
4. [History]
5. [Project completion date]
6. Project roles are:
   * + - 1. Project Manager: [name]
         2. Quantity Surveyor: [name]
         3. Lead Designer: [name]
         4. [Other (specify)]: [name].

## The Requirement

1. The Contract Works required are: (Describe the Contract Works in sufficient detail to provide a clear understanding of the scope of works.)
2. [description of the Contract Works (e.g. demolition, new build, redevelopment, roofing replacement]
3. [size/scale]
4. [requirements for phasing and/or staged handover of the Project]
5. [description of the site including conditions, known constraints]
6. [Limitations/special requirements]
7. [All applicable project specific details].
8. Timeframes are:

|  |  |
| --- | --- |
| Timeline event | Date |
| [Select] Contract Works start | [date] |
| [Select] [milestone/phase] | [date] |
| [Select] Contract Works completion | [date] |

1. Timeframe limitations are:
2. [Specific timeframe related limitations].
3. Please note that the timeframes above are indicative only. If you are not able to meet these specific timeframes or wish to propose different timeframes, please detail your alternative timeframes in your Proposed Solution and provide alternative pricing if appropriate.
4. The Principal has a strong preference that there are no drawings and specifications related Tags.
5. The Principal reserves the right to award further Contract Works (additional to those described above) to the Contractor at its sole discretion in the following circumstances: (Delete circumstances if not applicable.)
   * + 1. the following known potential additional requirements at the School(s):
          1. [description of additional stages/phases of the project at the School(s)]
          2. [description of potential additional requirement]
       2. currently unforeseen additional requirements at the School:
          1. up to 12 months following practical completion
          2. that are comparable in nature to the known requirement and including unforeseen roll growth
          3. where there is reasonable justification for awarding the additional requirements to the Contractor
          4. that are of a lower value than the original contract opportunity
6. To satisfactorily deliver the Contract Works, the Contractor must:
7. have a comprehensive, workable programme for completing the Contract Works in accordance with the Contract and all design and project information provided.
8. have a robust method, approach, systems and processes to effectively manage cost, time and quality risks
9. operate a documented health and safety policy and system that aligns with the requirements set out at: [Property contractor health and safety prequalification - Ministry of Education](https://www.education.govt.nz/suppliers-and-providers/procurement/procurement-goods-and-services/property-contractor-health-and-safety-prequalification)
   1. implement a (Option 1) [Site Specific Safety Plan (SSSP) for the Contract Works that aligns with the SSSP at: [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/)] (Option 2) [Task Analysis for the Contract Works that aligns with the Task Analysis at: [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/)]. A SSSP should be required when indicated by the complexity and/or risks associated with the Contract Works (e.g. working at height, overhead/underground work, presence of asbestos).
10. Safety hazards and associated critical risks that have been identified as specific to the Contract Works and which must be included in a [SSSP] or [Task Analysis] are: [Health and safety for Ministry-led property projects - Ministry of Education](https://www.education.govt.nz/education-professionals/schools-year-0-13/health-and-safety/health-and-safety-ministry-led-property-projects)
11. [Safety hazards and associated critical risks identified to date].
12. A School Access Plan (SAP) for the management of worker access at the School will be agreed between the School and the Contractor. Contractor’s personnel (including those of all sub-contractors) who are likely to have unsupervised (not chaperoned by a teacher, school staff member or parent) access to students at the School during normal school hours must be Police vetted (a review by the School Board of a person’s criminal conviction and other relevant information held by the New Zealand Police Vetting Service). An adverse police vet may result in the vetted person being refused access to the School.
13. (If applicable) Sub-contractors that must be used by the Contractor are:

(Include if the Contract Works include installation of ICT cabling) ICT network installations must be conducted by an installer from the [Ministry Approved ICT Cabling Installer List](https://www.education.govt.nz/suppliers-and-providers/infrastructure-and-property/school-projects/information-and-communications-technology-contractor-standards-and-processes#paragraph-9588) in compliance with the [Ministry’s ICT Cabling Infrastructure policy and standards for schools](https://www.education.govt.nz/suppliers-and-providers/infrastructure-and-property/school-projects/information-and-communications-technology-contractor-standards-and-processes).

[Sub-contractor service].

1. The Principal will provide Contract Works Insurance for accidental loss and/or damage under the Proposed Contract. An Excess of $5,000 will apply to all Contracts, except $25,000 for loss arising from testing and commission (the Contractor will be liable for the Excess where it causes the loss). Further information is available at: [Insurance for school property projects](http://www.education.govt.nz/insurance/)
2. The Principal will be responsible for maintaining insurance for existing works and structures within the defined boundary of the site. Existing structures and relevant insurance policies will be identified in the Contract. The Contractor will be liable for excess/nominal deductibles on such policies in respect of damage to existing works and other structures in the vicinity.
3. The Contractor will be required to maintain insurances as detailed in the Contract:
4. a minimum of $1 million Public Liability insurance
5. a minimum of $1 million Motor Vehicle liability insurance for all vehicles to be used in delivering the Contract Works
6. sufficient insurance for the plant and equipment used to complete the Contract Works.

## Capability

* + 1. The Contractor must have sufficient capability to satisfactorily deliver the Contract Works as evidenced by:
       1. relevant, recent experience (delivering Contract Works of a similar nature in a comparable setting)
       2. a good track record (supported by confirmation from referees and any other information the Principal may have or obtain).
    2. (Optional) The Contractor must nominate specific individuals (Key Personnel) for the following key roles:
       1. [e.g. Contract Representative]
       2. [e.g. Site Manager]
       3. [e.g. Site Foreman]
       4. [e.g. Quality Manager]
       5. [e.g. Health and Safety Manager]
    3. Key Personnel must have sufficient capability to enable the Contractor to satisfactorily deliver the Contract Works as evidenced by the Key Personnel having:
       1. relevant, recent experience
       2. a good track record (supported by confirmation from referees and any other information the Principal may obtain or have in its possession)
       3. (Optional) The following qualification/certification/accreditation/professional membership:
  + [Specify the key role, the qualification/certification/accreditation/professional membership and whether it is required or preferred].
    1. (Optional) The Contractor must confirm subcontracting arrangements for the following key trades:
       1. [Key Trade]
    2. Subcontractors for key trades must have sufficient capability and experience of working with the Tenderer to enable the Contractor to satisfactorily deliver the Contract Works.
    3. The Contractor must be capable in relation to health and safety as evidenced by accreditation to one of the following health and safety accreditations or to a comparable health and safety accreditation:
       1. AS/NZS 45001:2018 (Occupation Health and Safety Management Systems)
       2. One of the industry based health and safety accreditations listed at [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/).

## Capacity

The Contractor must have sufficient capacity to satisfactorily deliver the Contract Works by the Due Date for Completion as evidenced by:

1. sufficiency and availability of organisational resources
2. sufficiency and availability of Key Personnel
3. [Optional]contingency: adequacy of the back-up resources (including for Key Personnel).

## The Contract

1. The Contractor will be engaged through a Minor Works Contract (the Contract). A draft Contract is at Appendix 1.
2. The terms, conditions and requirements of the Contract apply for this procurement.
3. No Contract Tags will be accepted.

## Price

* + 1. Pricing information required from Tenderers and the format for its presentation is set out in Appendix 2: Schedule of Prices.
    2. The quoted Price must:

1. include a breakdown of all costs, fees, expenses and charges associated with the satisfactory delivery of the Contract Works and remedying of defects in the whole
2. clearly state the total Contract Price in NZ$ exclusive of GST
3. be calculated in accordance with the Australian and New Zealand Standard Method of Measurement (ANZSMM 2018)
4. specify all rates (either hourly or daily or both as required) where the Price, or part thereof, is based on fee rates
5. take into account all risks, contingencies and other circumstances relating to the satisfactory delivery of the Contract Works including adequate provision in the Price to manage such risks and contingencies
6. be submitted on the basis that no proposed Tags will be accepted
7. be submitted in an .xls or .xlsx file
8. include reference to all assumptions and qualifications made about the satisfactory delivery of the Contract Works, including in the financial Pricing information. Any assumption that the Principal or a third party will incur cost related to the delivery of the Contract Works must be stated, and the cost estimated if possible
   * 1. The Principal is under no obligation to check Tenderers’ pricing for errors or omissions.

## Evaluation

1. Quotes will be evaluated using a Conformance and Best Value evaluation method:

| **Step** | **Description** |
| --- | --- |
| 1 | Review for conformance with tender process terms and conditions and due diligence. Quotes that are determined not to conform with process terms and conditions or meet due diligence requirements may be excluded from further evaluation and/or selection. |
| 2 | Evaluation as “Pass/Fail” for each of the following non-price criteria:   * + Required Solution: comprehensiveness, deliverability and robustness of programme, method, approach, systems and processes (including for health and safety), understanding of the requirement   + Capability: skills and expertise of the Tenderer (organisational), Key Personnel and key Trades as evidence by qualifications, recent relevant experience and track record   + Capacity: sufficiency of resources, availability and contingency of Tenderer (organisational), Key Personnel and Key Trades.   Where a quote is evaluated as “Pass” for all non-price criteria, any additional benefit or reduction of risk will be noted.  A quote evaluated as “Fail” for one or more non-price criteria may be excluded from further evaluation and selection. |
| 3 | Price analysis to:   * + calculate a single comparable Adjusted Price per Quote   + determine whether Quote Prices represent reasonable value for money based on comparison with prices for recent, comparable engagements and/or evaluators’ experience of reasonable market expectations.   A quote may be excluded from further evaluation and/or selection if the Principal is not satisfied that the Price is adequate to meet obligations of the Contract, does not represent good value for money or is not within the Principal’s budget |
| 4 | Selection of a preferred quote being the quote evaluated as representing best value based on:   * + conformance with non-price criteria   + provision of additional benefit and/or reduction of risk   + Price   + the Principal’s desire to maintain/develop market capability and competition   + due diligence. |

1. Due diligence may be undertaken on one or more Quote/Tenderer at any time before, during or after evaluation and the results may be taken into account in the evaluation/selection process. Due diligence may include:
   1. reference checks
   2. clarifications, interviews, and/or presentations
   3. Police vetting of personnel
   4. checks to determine the accuracy/completeness/validity of Quotes (including price)
   5. Companies Office search
   6. review of Tenderers’ financial viability
   7. review of Tenderers’ business practices and other probity issues
   8. review of Tenderers’ disputes with the Ministry and/or other parties
   9. review of Tenderers’ ownership/structure
   10. review of Tenderers’ director status
   11. review of Tenderers’ conduct in relation to the [Supplier Code of Conduct](https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf).

# SECTION 2: Quote Response Form

**(AMEND THE FORM OF QUOTE RESPONSE FORM TO SUIT THE PROCUREMENT)**

[Name of the School] (the School) – [Project Title] – [Nature of Contract Works] (the Contract Works).

|  |  |  |  |
| --- | --- | --- | --- |
| 1. **Tenderer Name** | | | |
| Tenderer name | | | [Tenderer’s trading name] |
| NZ Business Number | | | [NZBN] (<https://www.nzbn.govt.nz/>) |
| Company number | | | [Company number] (<https://companies-register.companiesoffice.govt.nz/>) |
| 1. **Tenderer’s Contact Person** | | | |
| Contact Person | | | [Full name of person authorised to represent the Tenderer] |
| Title/position | | | [Title/position of person authorised to represent the Tenderer] |
| Telephone number | | | [Area code - number] |
| Mobile number | | | [Prefix - number] |
| Email address | | | [Email address] |
| 1. **Tenderer’s Authorised Contract Signatory** | | |
| Full name of the person authorised to sign the Contract on behalf of the Tenderer | [Full name of the person authorised to sign the Contract on behalf of the Tenderer] | |
| Title/position | [Title/position of the person authorised to sign the Contract on behalf of the Tenderer] | |
| Email address (must include person’s name and Tenderer name) | [Email address that includes the person’s name and Tenderer name:   * john.doe@acmeconstruction.co.nz is acceptable * john.doe@gmail.com is unacceptable * admin@acmeconstruction.co.nz is unacceptable] | |

|  |
| --- |
| 1. Proposed Solution |
| 1. Describe your (the Tenderer’s) proposed method/approach for satisfactorily delivering the Contract Works including the following: 2. outline draft construction management plan 3. construction methods 4. your systems and processes 5. the key benefits of your Quote 6. identification of key risks and a description of how each will be managed. |
| [Answer] |
| 1. Provide a preliminary works programme for satisfactorily delivering the Contract Works by the Due Date for Completion (as a [number] x A3 page appendix to your Quote) including: 2. critical path 3. phasing/staging 4. milestones 5. key dependencies and risks 6. opportunities and options for completing the works earlier if feasible. |
| [Answer (supporting statement)] (Append preliminary works programme to your Tender.) |
| 1. Describe how the Contractor’s relationships with key stakeholders (e.g. the School, Project Manager, Engineer) will be managed during the Contract including: 2. contact points and availability 3. accountabilities 4. regular progress reporting 5. issue resolution and escalation process. |
| [Answer] |
| 1. Confirm that you operate a documented health and safety policy and system that aligns with the requirements set out at: [Health and safety for Ministry-led property projects - Ministry of Education](https://www.education.govt.nz/education-professionals/schools-year-0-13/health-and-safety/health-and-safety-ministry-led-property-projects).   If confirmed, state how long your organisation has operated its health and safety policy and system. If not confirmed, provide an explanation. |
| [Confirmed: [state how long your organisation has operated its health and safety policy and system] / Not Confirmed: [Explanation]] |
| 1. Append a draft/example Task Analysis or SSSP that includes the management of the likely site specific safety hazards and associated critical risks. |
| [Append a draft/example Task Analysis or SSSP] |
| (To be included if construction is to include ICT network installation)   1. Confirm that ICT network installations are to be conducted by an installer from the Ministry Approved ICT Contractors List in compliance with the standards at: [ICT Cabling Infrastructure policy and standards for schools](https://www.education.govt.nz/suppliers-and-providers/infrastructure-and-property/school-projects/information-and-communications-technology-contractor-standards-and-processes). If unable to confirm, provide an explanation. |
| [Confirmed / Not Confirmed: [Explanation]] |
| 1. **Capability (skills and expertise)** |
| 1. Provide an overview of your organisational capability (skills and expertise) including: 2. a brief history of your organisation including number of years of operating in the relevant market/region 3. professional memberships/accreditations 4. your organisation’s overall experience delivering Contract Works of a similar nature and in a comparable setting (institutional) to the Requirement and in the relevant market/region 5. two recent examples of the delivery of delivering Contract Works of a similar nature in a comparable setting: 6. a brief description of the project 7. your organisation’s specific involvement 8. customer name 9. date 10. location |
| [Answer] |
| 1. Nominate specific personnel (Key Personnel) for each of the Key Roles listed in Section 2 and provide the following information for each: 2. full name 3. a brief overview of recent employment history and experience 4. a description of recent, comparable engagements that the nominated person has acted in the Key Role. |
| [List the key roles as listed in Section 2]   * + - * [Key Role] [Name]   [Employment History and experience]  [Description of engagements acting in Key Role] |
| 1. Nominate specific sub-contractors for each of the following Key Trades and provide the following information: 2. nominated subcontractor’s name 3. relevant organisational capability (qualifications and experience) 4. experience working with the Tenderer. |
| [List Key Trades]   * + - * [Key Trade] [Name]   [Relevant capability]  [Experience working with Tenderer] |
| 1. Confirm your accreditation to one of the following health and safety accreditations or to a comparable health and safety accreditation:  * AS/NZS 45001:2018 (Occupation Health and Safety Management Systems) * One of the industry standard health and safety accreditations listed at [Property projects: contractor health and safety](http://www.education.govt.nz/property-contractor-health-and-safety/).   If confirmed, specify which accreditation and append evidence. If not confirmed, provide an explanation. |
| [Confirmed: [specify which accreditation and append evidence] / Not Confirmed: [Explanation]] |
| 1. **Capacity (Resources, availability and contingency)** |
| 1. Describe how you will ensure that sufficient suitable resources (personnel (including subcontractors), plant and equipment) will be available for the satisfactory delivery of the Contract Works by the Due Date for Completion including: 2. what resources will be assigned to carry out the Contract Works (numbers and whether employees or subcontractors) 3. local presence of the your resources 4. potential resource constraints or circumstances that may affect capacity (e.g. other engagements) 5. any other capacity related risks and how you intended to manage them 6. back-up resource (contingency) planning. |
| [Answer] |
| 1. Confirm the intended level of commitment and availability of Key Personnel. |
| (List the Key Roles as listed in Section 2)   * [Key Role] * [intended level of commitment in terms of hours per week (40 hours = full time)] * [current and future availability (including outlining other commitments] * [availability risks and how you intend to manage these] |
| 1. Confirm the intended level of commitment and availability of Key Trades. |
| (List the Key Roles as listed in Section 2)   * [Key Trade] * [intended level of commitment in terms of hours per week (40 hours = full time)] * [current and future availability (including outlining other commitments] * [availability risks and how you intend to manage these] |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. **Price** | | | | |
| Pricing information required from Tenderers and the format for its presentation is set out in the Schedule of Pricing (Appendix 2).  The tendered Price must:   1. include a breakdown of all costs, fees, expenses and charges associated with the satisfactory delivery of the Contract Works 2. clearly state the total Contract Price in NZ$ exclusive of GST 3. take into account all risks, contingencies and other circumstances relating to the satisfactory delivery of the Contract Works including adequate provision in the Price to manage such risks and contingencies | | | | |
| The Schedule of Pricing (Appendix 2) has been completed and submitted with the Quote:  [Confirmed] | | | | |
| 1. **Assumptions** | | | | |
| Confirm that your Quote is not based on any assumptions. If not confirmed, provide the following detail for each assumption:   1. Tender document reference 2. a full description of the assumption 3. non-price impact/implications of the assumption 4. price impact/implications of the assumption | | | | |
| [Confirmed / Not Confirmed: detail each assumption] | | | | |
| 1. **Referees**   **Provide the details of two referees from recent clients for whom you have delivered comparable Contract Works. You must ensure that referees have agreed to be referees and are aware that they may be contacted by the Principal. By providing these contact details you authorise the Principal contacting these referees, collecting information about the Tenderer and using such information for the evaluation (including due diligence) of your Quote. You also agree that information provided by referees will be confidential to the Principal. You may not use a Ministry employee as a referee.** | | | | |
| 2.10.1 Referee One | | | | |
| Organisation name | | [Organisation name] | | |
| Contact name: | | [Contact name] | | |
| Telephone | | [Contact telephone number] | | |
| Email | | [email address] | | |
| 2.10.2 Referee Two | | | | |
| Organisation name | | [Organisation name] | | |
| Contact name: | | [Contact name] | | |
| Telephone | | [Contact telephone number] | | |
| Email | | [email address] | | |
| 1. **Police vetting** | | | | |
| Confirm that all personnel (including all sub-contractors) if identified as being likely to have unsupervised access to students at the school during normal school hours, agree to be Police vetted (If unable to confirm, provide an explanation).  Note: A Police vet is a review by the School of a person’s criminal conviction and other relevant information held by the New Zealand Police Vetting Service. | | | | |
| [Confirmed / Not Confirmed: [Explanation]] | | | | |
| 1. **Insurance** | | | | |
| 2.12.1 Confirm that for the Contract Works, you agree to:   1. be insured for accidental loss and/or damage under the Ministry’s Contract Works Insurance (including an excess of $5,000 except for an excess of $25,000 for loss arising from testing and commissioning) ([Contractor and consultant insurance for school property projects - Ministry of Education](https://www.education.govt.nz/insurance)) 2. maintain a minimum of $1 million Public Liability insurance 3. maintain a minimum $1 million Motor Vehicle Liability insurance for all vehicles to be used to deliver the Contract Works 4. sufficient insurance for all plant and equipment to be used to deliver the Contract Works.   If unable to confirm, provide an explanation. | | | | |
| [Confirmed / Not Confirmed: [Explanation]] | | | | |
| 1. **Due Diligence**   **The Principal may undertake checks to assess the risk of entering into a Contract with a Tenderer. A Quote may be excluded from further evaluation or selection as preferred if the Principal determines that entering into a Contract with a Tenderer represents a significant risk to the Principal.** | | | | |
| 2.13.1 Confirm that there are no events, matters or circumstances, actual, contemplated or threatened, that have or may represent a risk to the Principal or affect your ability to satisfactorily deliver the Contract Works including (but not limited to):   1. actions of insolvency proceedings, bankruptcy, administration (voluntary or otherwise), statutory management, compulsory winding up, receivership or similar 2. legal proceedings, investigation or the threat of investigation by any regulatory or investigative authority such as the Commerce Commission, Serious Fraud Office or the Financial Markets Authority 3. structural/ownership changes (e.g. merger, sale, restructure) 4. disputes (e.g. union dispute, legal dispute, court action) 5. being declared a threat to national security or the confidentiality of sensitive government information 6. being designated as a terrorist by New Zealand Police.   If unable to confirm, provide an explanation. | | | | |
| [Confirmed / Not Confirmed: explanation)] | | | | |
| * 1. Confirm that your organisation is not a “phoenix” organisation or similar (an organisation which has an association with (e.g. common directors/shareholders) or that is used to take on the business of a failed organisation or an organisation considered to have a poor reputation).   If unable to confirm, provide an explanation including the name of the organisation from which your organisation is a phoenix organisation. | | | | |
| [Confirmed / Not Confirmed: [Explanation]] | | | | |
| 2.13.2 Confirm that no director, principal of the Tenderer or Key Personnel:   1. is the subject of any legal proceedings, investigation or the threat of investigation by any regulatory or investigative authority such as the Commerce Commission, Serious Fraud Office or the Financial Markets Authority 2. has been convicted of a criminal offence related to business or professional conduct 3. has been declared to be bankrupt, in receivership or liquidation 4. has made a false declaration 5. has had a serious performance issue in relation to previous service provision 6. has been convicted of professional misconduct or any serious crime or offence (or has any pending) 7. has performed an act or omission which has adversely reflected on the commercial integrity of your organisation 8. has failed to pay taxes, duties or other levies 9. has been declared a threat to national security or the confidentiality of sensitive government information 10. is a person or organisation designated as a terrorist by New Zealand Police.   If unable to confirm, provide an explanation. | | | | |
| [Confirmed / Not Confirmed: explanation)] | | | | |
| 2.13.3 Confirm that your conduct aligns with the Government’s expectations as set out in the [**Supplier Code of Conduct**](https://www.procurement.govt.nz/assets/procurement-property/documents/supplier-code-of-conduct.pdf). If unable to confirm, provide an explanation. | | | | |
| [Confirmed / Not Confirmed: explanation)] | | | | |
| 1. **Conflicts of Interest** | | | | |
| Confirm that you are not aware of any:   1. circumstance that may represent an actual, potential or perceived Conflict of Interest between your interests and/or those of your Key Personnel and/or sub-contractors and the duties/responsibilities in delivering the Contract Works 2. Principal’s personnel having any interest in, or association with you and/or your sub-contractors that may give rise to any perceived, potential or actual Conflicts of Interest.   If unable to confirm, provide an explanation. | | | | |
| 1. [Confirmed / Not Confirmed: [Explanation]] 2. [Confirmed / Not Confirmed: [Explanation]] | | | | |
| 1. **Tenderer’s Declaration** | | | | |
| DECLARATION  I declare that in submitting the Quote and this declaration:   * + 1. the information provided is true, accurate and complete and not misleading in any material respect     2. the Quote does not contain Intellectual Property that will breach a third party’s rights     3. I have secured all appropriate authorisations to submit this Quote, to make the statements and to provide the information in the Quote and I am not aware of any impediments to entering into a Contract to deliver the Contract Works     4. I understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Quote may result in the Quote being eliminated from further participation in the procurement process and may be grounds for termination of any Contract awarded as a result of the procurement.   By signing this declaration the signatory below confirms that he/she has been authorised by the Tenderer to make this declaration on its behalf. | | | | |
| Signature: | [Signature of the person authorised to represent the Tenderer] | | |  |
| Full name: | [Full name of the person authorised to represent the Tenderer] | | |  |
| Title/position: | [Title/position of the person authorised to represent the Tenderer] | | |  |
| Tenderer’s name: | [Tenderer’s trading name] | | |  |
| Date: | [Date] | | |  |
|  | | | | |
| **Tenderer’s Checklist** | | | **✓** | |
| All sections of the Quote Response Form have been completed. | | |  | |
| The Tenderer’s Declaration has been completed and signed by the person authorised to represent the Tenderer | | |  | |
| The following documents are being submitted by the Tenderer:   * Quote Response Form (completed) * Draft or example SSSP * Evidence of health and safety accreditation * CVs for Key Personnel * Price Schedule (completed) * [List attachments]. | | |  | |

APPENDIX 1: Draft Contract

[Name of the School] (the School) – [Project Title] – [Nature of Contract Works] (the Contract Works).

The Draft Contract is included in the file attachments with this Request for Quotes.

(Ensure that the draft Contract is included in the file attachments to the RFQ)

APPENDIX 2: Schedule of Pricing

[Name of the School] (the School) – [Project Title] – [Nature of Contract Works] (the Contract Works). The Schedule of Pricing is included in the file attachments to the Request for Quotes.