



**STORMWATER**  
AUSTRALIA

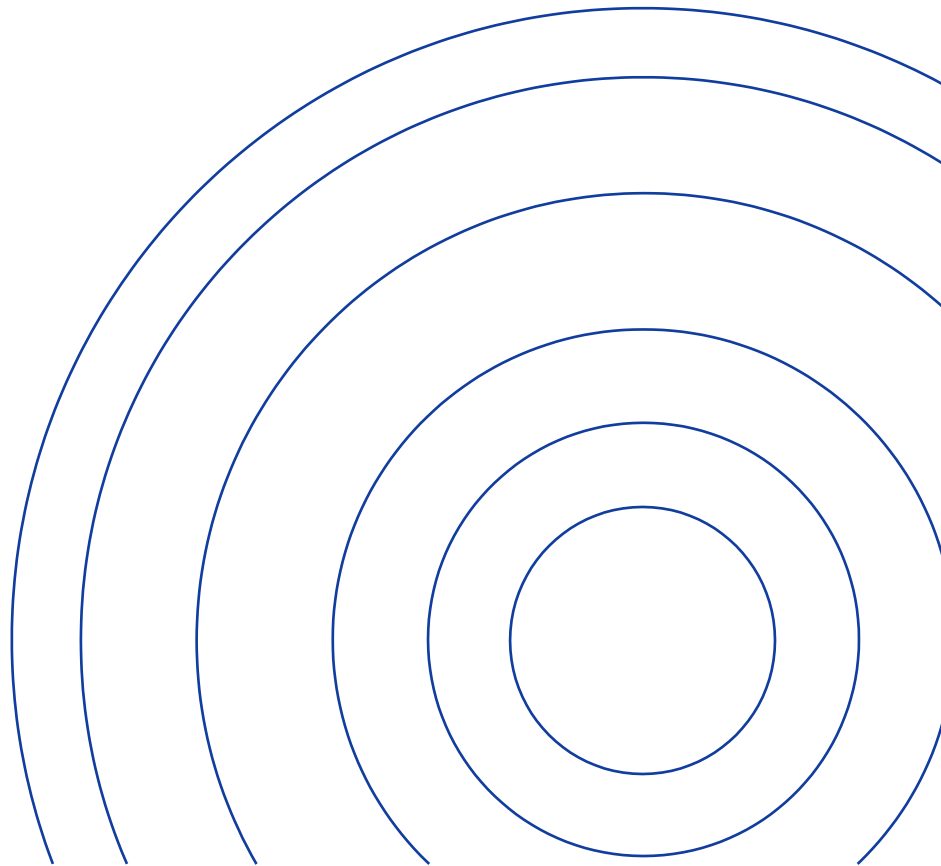
# Expression of Interest

*SQIDEP Independent Evaluator*

*Date of Issue: 20 January 2023*

**STORMWATER INDUSTRY ASSOCIATION LTD**

**ACN 093578164**



**You are invited to submit an Expression of Interest (EOI) to hold a position on the Stormwater Australia Stormwater Quality Improvement Device Independent Evaluation/Auditors Panel (IEP).**

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## Section 1 – Expression of Interest Details

<b>Reference No.</b>	<b>SWA-FM-17</b>	<b>Date of Issue</b>	20 <sup>th</sup> January 2023
<b>EOI Title</b>	<b>Expression of Interest - Stormwater Quality Improvement Device Independent Evaluation Panel (IEP) - Round 3</b>		
<b>Contact Officer</b>	<p>All enquiries regarding this EOI should be directed to:</p> <p>Name: Mr Jega Jegatheesan</p> <p>Position: Governance Panel Chair, Stormwater Australia</p> <p>Email: <a href="mailto:SQIDEPsubmissions@stormwater.asn.au">SQIDEPsubmissions@stormwater.asn.au</a></p>		
<b>Closing Date and Time</b>	<b>5:00pm AEST on Friday 27<sup>th</sup> January 2023</b>		
<b>Cut off for Clarifications</b>	<b>5:00pm AEST on Friday 27<sup>th</sup> January 2023</b>		
<b>Submission Requirements</b>	<p>EOIs are to be submitted by email to the above address.</p> <p><b>EOI must include the following as a minimum:</b></p> <ul style="list-style-type: none"> <li>• Completion of the Form and attachments requested within the form.</li> </ul>		
<b>Offer Validity Period</b>	All EOIs submitted will remain valid and open for acceptance for 365 calendar days from the date of receipt of the application.		

## Terms and acronyms

The following terms used in this EOI request have the meaning given in the Stormwater Quality Improvement Device Evaluation Protocol: Field Monitoring document (SQIDEP). More information is available at [https://www.stormwater.asn.au/images/SQIDEP/SQIDEP\\_report\\_v1.3.pdf](https://www.stormwater.asn.au/images/SQIDEP/SQIDEP_report_v1.3.pdf)

**Body of Evidence (BOE)** - One evaluation route in the SQIDEP, incorporating existing data from Australian sites and/or laboratory testing.

**Claimant** - Designer, vendor or supplier of permanent Stormwater Quality Improvement Device.

**Conflict of Interest** - A conflict of interest refers to a situation where a conflict arises for an individual between two competing interests. These are often, but not exclusively, interests of public duty versus private or employer interests. In the specific case of SQIDEP, Suppliers shall provide details of any previous work undertaken (paid, or otherwise) for entities involved in the Stormwater industry, whether public, private or not for-profit.

**Detailed Performance Report (DPR)** - The Report submitted in conformance with the requirements of the SQIDEP for evaluation.

**Stormwater Treatment Device** - Any permanent, repeatable, manufactured device, structure or system designed primarily for the improvement of stormwater quality.

**Environmental Institute of Australia & New Zealand (EIANZ)**

**Independent Evaluation Panel (IEP)** - Independent panel set up to make final decision on whether to certify device performance.

**Local Pilot Trial (LPT)** - One evaluation route in the SQIDEP, requiring field installation and monitoring of full scale device performance.

**Peer Review** - Evaluation of scientific, academic, or professional work by others working in the same field.

**Performance Metrics** - Quantify pollutant removal capacity and consistency of treated effluent water quality.

**Quality Assurance Project Plan (QAPP)** - Plan to show how performance testing in the field is undertaken in a way that ensures appropriate methods and procedures are followed.

**Stormwater Australia (SA)** - The overseeing administering body for the SQIDEP.

**Stormwater Quality Improvement Device Committee (SQIDAC)** - An advisory committee reporting to the Stormwater Australia board. Now known as the **SQIDEP Technical Review Panel (TRP)**.

**Stormwater Quality Improvement Device Evaluation Protocol (SQIDEP)** - The testing protocol described in the SQIDEP document.

**Supplier /Peer Reviewer** – an individual or company submitting to this EOI to provide the specified services.

## Section 2 – Requirements

### Submission Checklist

Submission checklist	
Completed Section 6 Form	Yes <input type="checkbox"/>
Certificates of Currency of required insurance policies	Yes <input type="checkbox"/>
The Applicant has read and is comfortable with the standard contract terms provided in Section 5. These constitute the contract between Stormwater Australia and the Evaluator.	Yes <input type="checkbox"/>
Evidence of compliance with all mandatory requirements specified below and within the Application Form at Section 6	Yes <input type="checkbox"/>
Any supporting documentation to address the Evaluation Criteria specified in Section 4 and Section 6	Yes <input type="checkbox"/>

Mandatory Requirements
<p>1. Insurance requirements:</p> <ul style="list-style-type: none"> <li>• Public Liability Insurance (\$10 million) per claim and in the aggregate</li> <li>• Workers' Compensation insurance in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003 (Qld)</i>, or as required by Law</li> <li>• Professional Indemnity Insurance (\$5 million) per claim</li> </ul> <p>Where the Supplier/Peer Reviewer does not currently hold adequate insurance, a statement must be provided as to whether the Supplier/Peer Reviewer will obtain the required insurances within 30 days of appointment to the IEP.</p>
<p>2. Supplier (and/or each Peer Reviewer employed by the Supplier who will carry out, supervise and report on the evaluations) must be registered professional engineer/s under the Engineers Australia (or equivalent State) scheme, or a Certified Environmental Practitioner under the EIANZ scheme, and have no conditions on their registration that affect the person's ability to provide these peer reviews, or any pending investigations/complaints with Engineers Australia, Stormwater Australia, EIANZ or other organisations.</p>
<p>3. Supplier (and/or each Peer Reviewer employed by the Supplier who will carry out, supervise and report on the evaluations) must provide a declaration that they have not been declared bankrupt at any stage in the past 5 years.</p>
<p>4. Supplier (and/or each Peer Reviewer employed by the Supplier who will carry out, supervise and report on the evaluations) must provide a Statutory Declaration outlining any commercial or personal relationships that may produce an actual or perceived conflict of interest with specific organisations within the Stormwater Industry, and/or two (2) character reference letters from referees from within the Stormwater industry who will attest to your good standing and good character within the Stormwater industry.</p>

**Specifications and/or Scope of Works**

Stormwater Australia (SWA) seeks to engage a Panel of Suppliers (Peer Reviewers/Auditors) to participate in Independent Evaluation Panel/s for the assessment of submitted documentation from Claimants, against the requirements of the SQIDEP.

It is envisaged that a Panel of 20 Peer Reviewers will be selected, from which smaller IEPs (e.g. 2-3 persons) will be chosen to evaluate submissions from Claimants, in accordance with SQIDEP. SWA encourages applications from Universities/academics, Regulatory Authorities, Industry and Consultants.

It is anticipated that the review process will involve the following:

1. Quality Assurance Project Plans (QAPP), estimate 50 pages, including -
  - a. Document review;
  - b. Formal recommendation from IEP (estimate 2-5 pages) – a template will be supplied.
  
2. Submitted Detailed Performance Reports (DPRs), estimate 100 pages, including -
  - a. Document review;
  - b. Collaborative Meeting with Claimant (estimate 4 hours);
  - c. Formal recommendation from IEP (estimate 2-5 pages) – a template will be supplied;
  - d. Verification Certificate – a template will be supplied.
  
3. Submitted Body of Evidence (BoE) documentation, estimate 150 pages, including -
  - a. Document review;
  - b. Collaborative Meeting with Claimant (estimate 4 hours);
  - c. Formal recommendation from IEP (estimate 2-5 pages) – a template will be supplied;
  - d. Verification Certificate – a template will be supplied.

The Supplier/Peer Reviewer may be an individual, registered, qualified professional, or a company/research organisation that employs registered, qualified professionals. Organisations must detail the proposed Auditors/personnel that will undertake the reviews.

Individuals and Companies engaged to be on the Panel will be promoted on the SWA website (unless otherwise requested).

## Section 3 – Terms and Conditions

EOI Conditions
This Expression of Interest (EOI) process will be governed by the Conditions contained in <b>Section 5</b> .

Contract terms and Conditions
<p><b>General Contract Conditions</b> Any contract arising from this EOI process will be governed by the General Conditions of Contract (on the Stormwater Australia website under Policies and Procedures).</p> <p><a href="https://www.stormwater.asn.au/publications/publications">https://www.stormwater.asn.au/publications/publications</a></p>

## Section 4 – Evaluation Criteria

EOIs will be evaluated based on the following criteria
Compliance with Mandatory Requirements (20%)
Capacity to deliver reviews of QAPPs, DPRs and information submitted under the BoE pathway, against the SQIDEP within reasonable timeframes (4 weeks). (20%)
Demonstrated technical experience in: <ul style="list-style-type: none"> <li>• Conducting environmental/water quality field monitoring; and/or</li> <li>• independent peer reviews of environmental, water quality, laboratory &amp; field testing; and/or new product performance testing. (20%)</li> </ul>
Demonstrated capacity to negotiate pragmatic outcomes in challenging circumstances where time, funding and environmental inputs may not be clear. (10%)
Value for Money (10%)
Declared Conflicts of Interest & Reference Letters/Checks (20%)

**Privacy Notice:** Stormwater Australia is collecting Information from the Supplier for the purpose of administering the Invitation Process and Contract. Information may be shared with other State organisations in Australia for that purpose, to verify statements made.



## Section 5 – Proposed EOI Conditions

### Interpretation

These Expression of Interest (EOI) Conditions may be used where a Stormwater Australia is seeking quotes to enter into a Contract.

### Invitation Process

#### Supplier acceptance

By submitting a quote, the Supplier:

- (a) accepts these EOI Conditions,
- (b) offers to enter into a Contract with Stormwater Australia to provide the Goods, Services and Deliverables, and Stormwater Australia may accept the quote during the Offer Validity Period.

#### Stormwater Australia discretion

Stormwater Australia may make any changes to the Invitation Process in its absolute discretion, by notifying the Supplier including by email or listing on the organisation website. Without limitation, Stormwater Australia may:

- (a) add or change Requirements;
- (b) amend dates including extend the Closing date and time;
- (c) consider or reject a quote received after the Closing date and time;
- (d) accept non-Conforming Offers, alternative or innovative offers, quotes in part, or multiple quotes;
- (e) reject any or all quotes;
- (f) amend the evaluation criteria stipulated in the EOI;
- (g) exercise discretion in evaluating any subjective evaluation criteria;
- (h) negotiate with one or more Suppliers and allow any Supplier to vary its quote;
- (i) interview, negotiate or hold discussions with any Supplier or prospective Supplier on any matter contained (or proposed to be contained) in a quote to the exclusion of others;
- (j) request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
- (k) change the terms and conditions applicable to the Invitation Process, including terms of the proposed Contract; or
- (l) cancel the Invitation Process.

The Supplier will not make any claim in connection with a decision by Stormwater Australia to exercise or not to exercise any of its rights in relation to the Invitation Process.

### Alternative offers

The Stormwater Australia procurement policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative offers and innovative offers where they believe that the alternative will promote Stormwater Australia's objectives.

## No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the EOI, the Requirements, the accuracy of all information and documents provided by or on behalf of Stormwater Australia, and all other matters relevant to the Supplier's quote.

## Supplier cost

Participation in the Invitation Process is at the Supplier's cost. Stormwater Australia is not required to pay compensation to the Supplier in relation to the Invitation Process in any circumstances, for any reason.

## Subject to contract

No contract will be formed between Stormwater Australia and the Supplier unless and until Stormwater Australia accepts the Supplier's quote in writing or both parties sign a contract document.

## Compliance

The Supplier must:

- (a) (**communication**) direct all enquiries relating to the EOI to the nominated contact person, and not discuss the EOI with any other person except as required to prepare its quote.
- (b) (**accuracy**) ensure that all information provided as part of its quote is complete, accurate, current, and not misleading.
- (c) (**Laws**) comply with all Laws.
- (d) (**confidentiality**) keep confidential all Confidential Information which it obtains as part of the Invitation Process, not use it except for the purpose of responding to the EOI, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the EOI, or with Stormwater Australia's written consent, or to the extent required by Law, or to its professional advisors.
- (e) (**privacy**) if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was Stormwater Australia with the privacy principles in the Information Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that Personal Information and comply with all reasonable directions of Stormwater Australia relating to the Personal Information;
- (f) (**no publicity**) not make any public announcements or advertisement relating to the Invitation Process.
- (g) (**competitive neutrality**) if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its quote to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (h) (**personnel**) ensure that its personnel also comply with these requirements.
- (i) (**accuracy of information**) ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by the Supplier in connection with the Invitation Process are complete, accurate, up-to-date and not misleading in any way. The Supplier must immediately tell Stormwater Australia if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

## **Anti-competitive conduct, conflict of interest and criminal organisations**

### **Anti-competitive conduct**

The Supplier warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the Invitation Process or any actual or potential contract with any entity for goods and services similar to the Goods and Services.

### **Conflict of Interest**

The Supplier warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these EOI Conditions or the proposed Contract, except as disclosed in the Supplier's quote.

The Supplier warrants that it will not, and it will ensure that its personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of Stormwater Australia and the Supplier's interests during the Invitation Process.

The Supplier warrants that it will immediately notify Stormwater Australia if any Conflict of Interest arises after lodgement of the Supplier's quote.

### **Criminal organisation**

The Supplier warrants that neither it or its Personnel:

- (a) have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the Criminal Code; or
- (b) are subject to an order under, or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).

### **Warranties are ongoing**

The warranties in this section are provided as at the date of the Supplier's response to the EOI and on an ongoing basis until the later of Stormwater Australia notifying the Supplier that its quote has been rejected and expiry or termination of any Contract entered pursuant to the Invitation Process ("relevant period").

The Supplier warrants that it will immediately notify Stormwater Australia if it becomes aware that any warranty made in this section was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

### **Breach of warranty**

In addition to any other remedies available to it under Law or contract, Stormwater Australia may, in its absolute discretion (but is not required to), immediately disqualify a Supplier that it believes has breached any warranty in this clause.

## **Supplier Confidential Information**

Stormwater Australia will keep confidential all Confidential Information of the Supplier which it obtains as part of the Invitation Process.

Stormwater Australia may use Supplier Confidential Information for the purposes of the Invitation Process.

Stormwater Australia may disclose Supplier Confidential Information:

- (a) to its Personnel for the purposes of the Invitation Process;
- (b) as required under the Right to Information Act;
- (c) as required by Law;
- (d) to its professional advisors.

## **Section 6 – Application Form for Evaluators**