

Section 1 – Expression of Interest Details

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).

Reference No.	SA/2022/01	Date of Issue	11 th February 2022
EOI Title	Expression of Interest - Stormwater Quality Improvement Device Independent Evaluation Panel (IEP). Round 2		
Contact Officer	All enquiries regarding this EOI should be directed to: Name: Mr Andrew Swindells Position: Governance Panel Chair, Stormwater Australia Email: SQIDEPsubmissions@stormwater.asn.au		
Closing Date and Time	5:00pm AEST on Friday 4th March 2022		
Cut off for Clarifications	5:00pm AEST on Friday 25th February 2022		
Submission Requirements	EOIs are to be submitted by email to the above address, by the closing date and time. EOI must include the following as a minimum: <ul style="list-style-type: none"> • Professional CV detailing experience for the past 5 years; • Schedule of Rates or Lump Sum fee; • Referees and contact details (3); • Professional Indemnity Insurance Certificates. 		
Offer Validity Period	All EOIs submitted will remain valid and open for acceptance for 365 calendar days.		

Section 2 – Requirements

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

Acronym	Term	Explanation
BoE	Body of Evidence	One evaluation route in the SQIDEP, incorporating existing data from international 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.
DPR	Detailed Performance Report	The Report submitted in conformance with the requirements of the SQIDEP for evaluation.
Device	Stormwater Treatment Device	Any permanent, repeatable, manufactured device, structure or system designed primarily for the improvement of stormwater quality.
EIANZ	Environmental Institute of Australia & New Zealand	
IEP	Independent Evaluation Panel	Independent panel set up to make final decision on whether to certify device performance.
LPT	Local Pilot Trial	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.
QAPP	Quality Assurance Project Plan	Plan to show how performance testing in the field is undertaken in a way that ensures appropriate methods and procedures are followed.
SA	Stormwater Australia	The overseeing administrating body for the SQIDEP.
SQIDAC	Stormwater Quality Improvement Device Advisory Committee	An advisory committee reporting to the Stormwater Australia board.
SQIDEP	Stormwater Quality Improvement Device Evaluation Protocol	The testing protocol described in the SQIDEP document.
	Supplier	Peer Reviewer – an individual or company submitting to this EOI to provide the specified services.

Mandatory Requirements

1. Insurance requirements:
 - Public Liability Insurance (\$10 million) per claim and in the aggregate
 - Workers' Compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003 (Qld)*, or as required by Law
 - Professional Indemnity Insurance (\$5 million) per claim

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.

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.

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.

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.

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 (eg. 2-3 persons) will be chosen to evaluate submissions from Claimants, in accordance with the 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;
 - 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;
 - 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;
 - 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 **Schedule 1** attached at the end of this document.

Contract terms and conditions

General Contract Conditions

Any contract arising from this EOI process will be governed by the General Conditions of Contract (on the Stormwater Australia website).

Section 4 – Evaluation Criteria

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;

- Conducting environmental/water quality field monitoring; and/or
- independent peer reviews of environmental, water quality, laboratory & field testing; and/or
- new product performance testing.

(20%)

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 – Response Forms

(Supplier must complete and sign this section and the attached Contract Details as part of its response to this Invitation)

Response Form 5. – Supplier Declarations

Supplier response to EOI invitation	
Supplier name	<insert legal entity name>
ACN/ABN	<insert>
Address	<insert>
Postal Address (if different from above)	<insert>
Contact Person (where different to the Authorised Officer)	Name: Position Phone number: Email:
Conflict of Interest	Suppliers must give details of any possible or perceived Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their quote. If there is nothing to declare, please insert “None”. <insert Supplier response>
Local Experience	Please advise the location in which the majority (50%+) of your experience has been gained? <input type="checkbox"/> Queensland <input type="checkbox"/> New South Wales <input type="checkbox"/> Victoria <input type="checkbox"/> South Australia <input type="checkbox"/> Western Australia <input type="checkbox"/> Northern Territory <input type="checkbox"/> ACT <input type="checkbox"/> Outside Australia. If so please detail; _____
Supplier Enterprise Type	Please select enterprise type below: <input type="checkbox"/> Individual/Sole-operator <input type="checkbox"/> Small Business [19 or less employees] <input type="checkbox"/> Medium Business [between 20-199 employees] <input type="checkbox"/> Large Business [200 or more employees]
Authorisation and execution by Supplier	As the authorised officer, I certify that: (a) I am authorised to submit the Supplier’s response as the Supplier’s representative. (b) The Supplier understands and has complied with the Requirements of the Request for EOI. (c) The Supplier’s response is complete, accurate and not misleading in any way.
	Name:
	Position:

	Signature:	
	Date:	

Response Form 5. – Response to Evaluation Criteria

Please provide details (or refer to attachments) to demonstrate how your quote addresses the specified evaluation criteria.

Mandatory Requirements	
Public Liability Insurance (\$10 million) per claim and in the aggregate	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If 'Yes' please complete details below and provide a copy of the Certificate of Currency:</p> <p>Sum Insured: <insert></p> <p>Policy No.: <insert></p> <p>Insurance Provider: <insert></p> <p>Named Insured: <insert></p> <p>Expiry Date of Policy: <insert></p> <p>If 'No' please explain why and indicate below whether you are prepared to obtain the required insurance if successful, prior to providing the Services.</p> <p>_____</p>
Workers Compensation (as required by Law) (Not relevant for sole traders)	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>If 'Yes' please complete details below and provide a copy of the Certificate of Currency;</p> <p>Policy No.: <insert></p> <p>Insurance Provider: <insert></p> <p>Named Insured: <insert></p> <p>Expiry Date of Policy: <insert></p> <p>If 'No' please explain why and indicate below whether you are prepared to obtain the required insurance if successful, prior to providing the Services.</p> <p>_____</p>
Professional Indemnity (\$5 million) per claim	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If 'Yes' please complete details below and provide a copy of the Certificate of Currency:</p> <p>Sum Insured: <insert></p> <p>Policy No.: <insert></p> <p>Insurance Provider: <insert></p> <p>Named Insured: <insert></p> <p>Expiry Date of Policy: <insert></p>

	<p>If 'No' please explain why and indicate below whether you are prepared to obtain the required insurance if successful, prior to providing the Services.</p> <hr/>
<p>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>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If 'Yes' and the Supplier is an individual, please provide the name, registration number and capacity in which the Supplier is registered (i.e. CPEng or CEnvP). Please provide evidence or current certification from the governing body.</p> <p>Name: <insert></p> <p>Registration number: <insert></p> <p>Registration type: <CPEng / CEnvP></p> <p>If 'Yes' and the Supplier is not an individual, please provide the name and registration number of each Reviewer employed by or contracted to the Supplier that the Supplier intends to have undertake the Services and the capacity in which that Reviewer is registered (i.e. CPEng or CEnvP). Please provide evidence or current certification from the governing body for each Reviewer.</p> <p>Please copy the format below as necessary</p> <p>Name: <insert></p> <p>Registration number: <insert></p> <p>Registration type: <CPEng / CEnvP></p>

Evaluation Criteria	
<p>Ability to deliver assessments of QAPPs, DPRs and information submitted under the BoE pathway, against the SQIDEP.</p>	<p><Supplier to detail their understanding of the requirements of the SQIDEP and ability to commit the necessary time to review and comment on these documents.></p>
<p>Demonstrated technical experience in;</p> <ul style="list-style-type: none"> • conducting field monitoring; and/or • independent peer reviews of field testing; and/or • new product performance testing. 	<p><Supplier to add details to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion></p>
<p>Demonstrated capacity to negotiate pragmatic outcomes in challenging circumstances where time, funding and environmental inputs may not be clear.</p>	<p><Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion></p>
<p>Capacity to deliver services within specified timeframes.</p>	<p>Audits/reviews will be required within a 4 week timeframe.</p> <p>Can you commence and deliver services by 1 May 2019?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If NO, when can you commence and deliver services from?</p>

	<p>Do you commit to delivering audits/reviews within 4 week timeframes?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Value for Money.	<p><The Supplier is to demonstrate throughout its offer, how it can deliver value for money through cost and non-cost considerations. ></p>
Declared Conflicts of Interest	<p><The Supplier is to detail any previous work, whether paid or unpaid for entities involved in (or related to entities involved in) the stormwater industry. Any actual or perceived conflicts of interest shall be declared here. Conflicts will not necessarily preclude the Supplier from consideration, but may influence the IEP skill selection process.></p>

Response Form 5. – Referees

Referees
<p><u>Professional Referees</u></p> <p><i>Provide contact details of (at least) two (2) clients for whom similar work has previously been undertaken.</i></p> <p><i>Include contact name, phone number and a brief description of the previous project undertaken for this client including the approximate value of the project.</i></p> <p><u>Character Referees</u></p> <p><i>In addition to the two professional referees please provide letters from a further two referees from within the Stormwater industry who will attest to your good standing and good character within the Stormwater industry.</i></p>
<p>1. Project Name: <insert details></p> <p>Client: <insert company name></p> <p>Contact Details: <insert contact name, phone and email address></p> <p>Description of Works: <insert project summary></p>
<p>2. Project Name: <insert details></p> <p>Client: <insert company name></p> <p>Contact Details: <insert contact name, phone and email address></p> <p>Description of Works: <insert project summary></p>

3. Project Name: <insert details>

Client: <insert company name>

Contact Details: <insert contact name, phone and email address>

Description of Works: <insert project summary>

Response Form 5. Submission Checklist

Checklist Confirmation	
The completed Section 5 Forms	Yes <input type="checkbox"/>
Certificates of Currency of required insurance policies	Yes <input type="checkbox"/>
Evidence of compliance with all mandatory requirements specified in Section 2 and Response Form 5.2	Yes <input type="checkbox"/>
Any supporting documentation to address the Evaluation Criteria specified in Section 4 and Response Form 5.2	Yes <input type="checkbox"/>

Schedule 1 – EOI Conditions

[Definitions](#) for these conditions can be found on the [Housing and Public Works Website](#).

1. Interpretation

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

2. Invitation Process

2.1. 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.

2.2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Anti-competitive conduct, conflict of interest and criminal organisations

8.1. 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.

8.2. 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.

8.3. 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).

8.4. 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.

8.5. 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.

9. 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.

10. Acceptance/Rejection of Offers

The Stormwater Australia Board reserves the right, at its entire discretion to:

- (a) accept one Offer, or more than one Offer, for the whole of its requirements;
- (b) accept separate Offers for any portion of its requirements;
- (c) accept one Offer, or more than one Offer, for any portion of its requirements;
- (d) accept any part of an Offer;
- (e) accept an Offer that the Principal considers the best solution, including:
 - i. a non-conforming Offer;
 - ii. an alternative Offer; and/or
 - iii. an innovative solution
- (f) not accept the lowest Offer; or
- (g) not accept any Offer.

Subject to the decision of a simple majority of the Board of Directors present at a General Meeting to decide on the appointment of IEP members.