

Victorian Urban Drainage Manual Development

Expression of Interest

Section 1 – Expression of Interest Details

You are invited to submit an Expression of Interest (EOI) to complete the Victorian Urban Drainage Manual project (The Project).

Date of Issue	Friday 30 th August 2024
EOI Title	Expression of Interest – Victorian Urban Drainage Manual.
Contact Officer	All enquiries regarding this EOI should be directed to: Email: office@stormwatervictoria.com.au
Closing Date and Time	5:00pm AEST on Monday 7th October 2024
Cut off for Clarifications	5:00pm AEST on Friday 30th September 2024
Project Completion Date	No later than 28st March 2025
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; ● Response to scope of work and project schedule; ● Schedule of Rates or Lump Sum fee; ● Referees (3); ● Professional Indemnity Insurance Certificates.
Offer Validity Period	All EOIs submitted will remain valid and open for acceptance for 60 calendar days.

Section 2 – Requirements

The following terms used in this EOI request have the meaning given in reference to the Victorian Urban Drainage Manual as well as other existing drainage manuals and guidelines. Below is a list of definitions of acronyms and terminologies used in this EOI.

Acronym	Term	Definitions
VUDM	Victorian Urban Drainage Manual	Victoria based document providing a centralised set of processes to assist drainage professionals in the design and review of drainage assets
	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.
QUDM	Queensland Urban Drainage Manual	An overarching manual for urban drainage design developed for the state of Queensland
EIANZ	Environmental Institute of Australia & New Zealand	A not-for-profit, professional association for environmental practitioners from across Australia and New Zealand.
TOC	Table of Contents	Table of contents for the VUDM to be provided as part of the Project delivery
SV	Stormwater Victoria	The overseeing administrating body for the VUDM.
ARR2019	Australian Rainfall and Runoff - 2019	The current national industry guidelines for rainfall and runoff calculation and design
IDM	Infrastructure Design Manual	A design manual used throughout Victoria which is prepared by the Local Government Infrastructure Design Association

A. Mandatory Requirements

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 2013 (Vic)*, or as required by Law
- Professional Indemnity Insurance (\$5 million) per claim

Where the Supplier does not currently hold adequate insurance, a statement must be provided as to whether the Supplier will obtain the required insurances.

Supplier 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 services, or any pending investigations/complaints with Engineers Australia, Stormwater Victoria, EIANZ or other organisations.

B. Project Background

The VUDM project aims to produce a consolidated design manual to assist drainage/stormwater practitioners and decision makers with designing, assessment and undertaking computations to achieve the design objectives and authority compliance.

The stormwater science and technology are in a constant state of flux and over time many separate drainage manuals and guidelines have been produced that are applicable in Victoria alone. These include:

- Australian Rainfall and Runoff (ARR) 2019 - Geoscience Australia,
- The Infrastructure Design Manual (IDM) - Local Government Infrastructure Design Association,
- The Engineering Design and Construction Manual for Subdivision in Growth Areas (EDCM) - Victorian Planning Authority,
- Various Local Council Manuals,
- Guide to Road Design Part 5B: Drainage-Open Channels, Culverts and Floodways - Austroads,
- Numerous Melbourne Water Corporation Guidelines
 - Waterways
 - Wetlands
 - Bioretention Systems
 - Flood Safety
 - Hydrologic and hydraulic design
- Numerous other CMA Documents, and
- Many others.

The stormwater industry (through engagement with SV) has identified the need to review the latest literature, collate the best practice design manuals, industry agreed methodologies across the State and set out a step-by-step guide for practitioners to use as a manual across multiple spatial scales (lot scale to catchment scale). Through the process of developing the VUDM, gaps in the processes can also be identified for future investigation.

The project will be managed by VUDM Working Group (on volunteer basis) on behalf of Stormwater Victoria. The VUDM document will be guided by a Technical Advisory Panel and a Governance Board.

The VUDM Framework has been completed (attached), detailing the structure and input that are proposed for the VUDM.

Following the VUDM Framework completion, the project group has secured funding from DEECA to setup a governance framework plan, communication plan and to complete a chapter of the VUDM Table of Contents. Stormwater Management Planning and Investigation (Chapter 4) has been nominated as the first chapter to be developed by a suitably qualified expert/consultant, along with the OSD and small scale hydrology components of Chapter 5.

C. Specifications and/or Scope of Works

Stormwater Victoria (SV) seeks to engage a Supplier to assist in the development of the Victorian Urban Drainage Manual (VUDM) specifically the Stormwater Management Planning and Investigation - Chapter 4 and a number of sub tasks. The objectives of Chapter 4 is to:

- Provide definition and requirements of a Stormwater Management Plan (SWMP)
- Outline requirements of a SWMP based on a risk and regulatory framework basis
- Define investigation requirements for each type of development

We seek the services of a qualified consultant to provide the following scope of works:

The tasks required include, but are not necessarily limited to:

Chapter 4

1. A kick-off meeting / workshop with the VUDM Working Group to provide opportunity to clarify the objectives of the project, the project program, the review and problem resolution process. The expectations will be set in terms of hold points and deadlines.
2. Literature review of guidelines and examples used within Victoria (and Australia) on how to develop and prepare a Stormwater Management Plan (SWMP) for lot scale and precinct scale developments, a gap analysis can be included in this review. A brief scoping report (2 page) shall be prepared for review and endorsement by the Committee. The Supplier will then meet with the VUDM Working Group to discuss and agree on the findings prior to progressing to the next stage. This is a Hold Point.
3. Define and state the objective of this chapter which is to assist the practitioners on how to identify the problem and requirements and how to solve the problem or meet these requirements.
4. Outline a Table of Contents for a standard Stormwater Management Plan with subheadings to a similar level of detail as the proposed TOC in the VUDM Framework Development Document. (Refer to Section D). Develop an example report template structure that is clear and concise where the calculations are included as an Appendix.
5. Set out a guide on how to identify not only the State regulatory requirements and objectives but also the catchment or site-specific requirements and objectives encompassing Water Sensitive Urban Design, stormwater volume targets, stormwater quality treatment targets, waterway management objectives, downstream constraints and hydraulic controls, environmental and amenity goals as required by the relevant authorities (i.e. Melbourne Water, CMAs, Councils, EPA, DEECA etc.).
6. Provide a methodology for setting out a SWMP based on a simple risk analysis dependent on the sites context, and regulatory framework (as highlighted in point 5). For example a 'low risk site' may only require a number of key stormwater calculations. A high risk site will require detailed modelling, investigations and inputs. This may be tied to leverage the planning schemes current "statement of risk" statements.
7. For the requirements identified in the above task, provide a list or matrix of calculations, methodologies, or modelling techniques that are required to be completed to address and comply with the specific requirements. This may include simple spreadsheet calculations, catchment hydrology, hydraulic calculations, storm attenuation modelling, water balance modelling, stormwater quality treatment modelling, waterway hydraulics and geomorphological assessments. This may also include site investigations (i.e. ecology, cultural, waterway, geotechnical etc.) and tied back to the risk analysis. How to use and reference to existing Design Manuals should be demonstrated. It is envisaged that common and not so common industry software would be cited given the breadth of scope in stormwater management. The document should discuss the level of technical acumen required to undertake the various methods and the level of understanding required to review such methods or models.
8. Develop a worked example section showing how a Stormwater Management Plan report is set out (Show as Table of Contents), how the objectives and method are identified and why the proposed methods are deemed appropriate. The work example should cover how an executive summary and/or conclusion section should be written for ease of reading and reviewing for the target audiences including technical and non-technical (such as planners). The work example shall prepare a Stormwater Management Plan for a hypothetical site and include typical figures, calculations and design sketches depicting the design intent. This may include plan view, typical cross section, and long section views.
9. Work closely with the VUDM working group and other stakeholders (including industry bodies and professionals) to develop content that aligns with the stated needs of the industry as set out in the VUDM

Development Framework document.

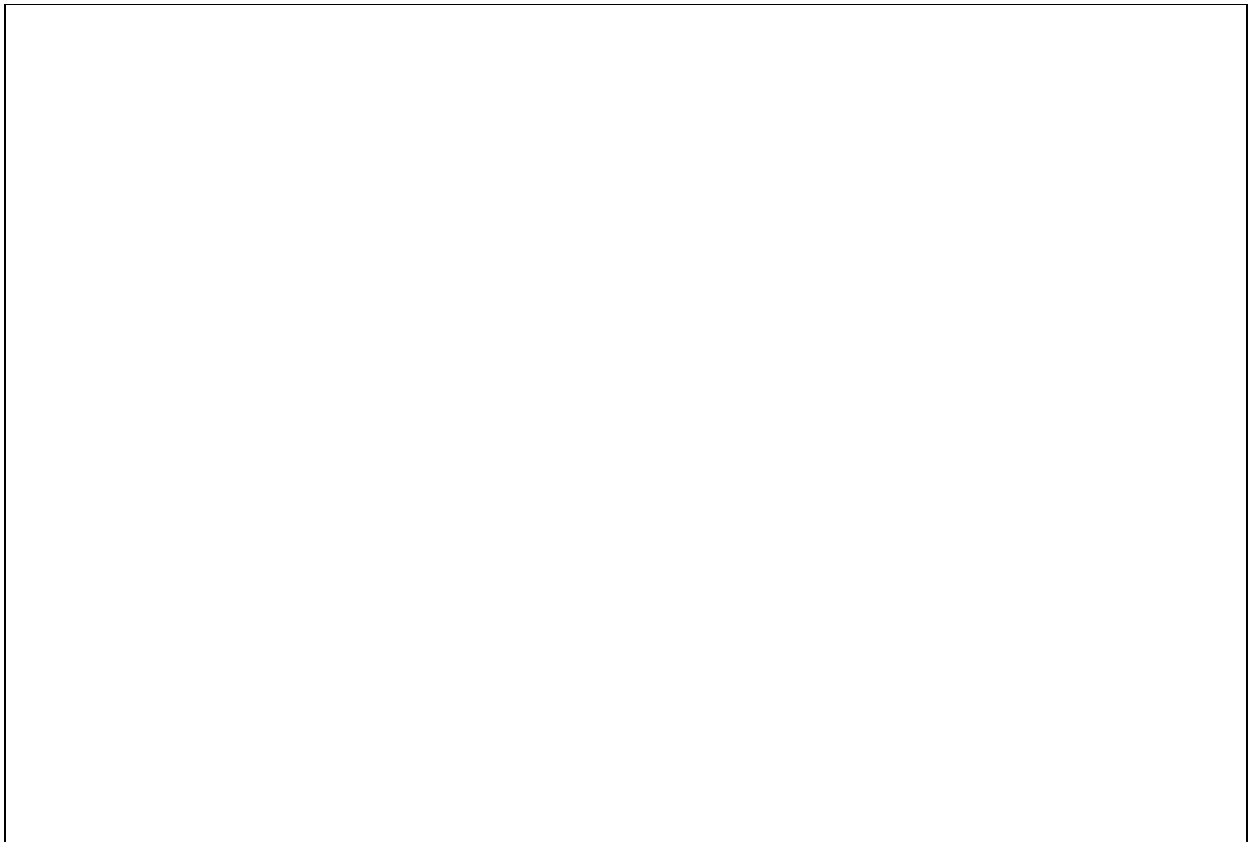
10. Initially the format will be delivered in a word/pdf format with future revisions and post consultation phases to review publishing formats.

Chapter 5 – Part Separable Parts – these may be awarded as separate projects or combined.

1. On-Site Detention Sub Project - Develop and document the design procedure to address the On-Site Detention (OSD) requirements as part of Chapter 5. Methodology on the computations or modelling should be explained and demonstrated by way of a worked examples. Methodology should as a minimum contain:
 - a. A Review of the currently available methods,
 - b. Applicability to specific context and risk, and
 - c. Recommendations for application based on a stormwater risk analysis
2. Small Lot Hydrology Sub Project - Develop and document the design procedure to derive hydrological estimates for small area hydrology. A high-level analysis of what hydrological methods should be used at what spatial scales (largely based on software capabilities) should be undertaken to define what area a “small scale” is, and subsequently what hydrological calculation method would be most appropriate. Methodology on the computations or modelling should be explained and demonstrated by way of a worked example. Methodology should as a minimum contain:
 - a. Provide spatial and risk estimates for each major software (i.e. Rorb applicable for catchments over 100ha, and or higher risk sites, a 20Ha site will need a different approach
 - b. Provide a recommendation on calculation approach limits
 - c. Provide an approach for hydrological calculation at the smallest and lowest risk scales (referencing applicable other guidelines where available).

Note that all work should be based on industry best practice and should reference specific standards and guidelines applied including section, page, figures and equations.

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



D. VUDM Table of Contents Chapter 4

- 4. Stormwater Management Planning and Investigations
 - a. Stormwater Management Plan
 - i. WSUD Objectives (spans across everything)
 - ii. Flow Management
 - iii. WQ Management
 - iv. Waterway Management
 - v. Amenity
 - vi. Worked Examples
 - b. Investigations
 - i. Catchment Hydrology
 - ii. Hydraulic Behaviour
 - iii. WQ and flow regime baseline
 - iv. Modelling options and recommended uses
 - v. Waterway, ecology and cultural considerations
 - vi. Worked Examples

A. 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.

Section 3 – Terms and Conditions

B. Contract terms and conditions
<p>General Contract Conditions</p> <p>Any contract arising from this EOI process will be governed by the Contract conditions outlined in Schedule 1</p>

C. Evaluation Panel
<p>General formation of panel for evaluation.</p> <p>An evaluation panel will be assembled for the review and selection process of EOI responses. This panel will be selected from the Stormwater Victoria committee based on the following criteria:</p> <ul style="list-style-type: none"> • Panel should represent a cross section of the industry, including government and private sector; • Individuals on the panel will not have submitted a response to the EOI; • Individuals on the panel will not be associated with any organisation having submitted a response to the EOI; and • Individuals on the panel will have no other conflict of interests related to the EOI, the VUDM framework development or the VUDM in general.

Section 5 – Evaluation Criteria

D. Evaluation Criteria
EOIs will be evaluated based on the following criteria
A total budget of \$60,000 (ex GST) has been allowed for all three projects.
Compliance with Mandatory Requirements. (10%)
Ability to deliver scope of works within timeframe (40%)
Demonstrated experience in Stormwater Management and drainage design (30%)
Value for Money. (20%)

Privacy Notice: Stormwater Victoria 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 6 – Response Forms

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

Response Form 6.1. – Supplier Declarations

E. Supplier response to EOI invitation									
Supplier name	<i><insert legal entity name></i>								
ACN/ABN	<i><insert></i>								
Address	<i><insert></i>								
Postal Address (if different from above)	<i><insert></i>								
Contact Person (where different to the Authorised Officer)	<p><i>Name/Position</i></p> <p><i>Phone number:</i></p> <p><i>Email:</i></p>								
Conflict of Interest	<p>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”.</p> <p><i><insert Supplier response></i></p>								
Local Experience	<p>Please advise the location in which the majority (50%+) of your experience has been gained?</p> <p><input type="checkbox"/> Queensland</p> <p><input type="checkbox"/> New South Wales</p> <p><input type="checkbox"/> Victoria</p> <p><input type="checkbox"/> South Australia</p> <p><input type="checkbox"/> Western Australia</p> <p><input type="checkbox"/> Northern Territory</p> <p><input type="checkbox"/> ACT</p> <p><input type="checkbox"/> Outside Australia. If so please detail; _____</p>								
Supplier Enterprise Type	<p>Please select enterprise type below:</p> <p><input type="checkbox"/> Individual/Sole-operator</p> <p><input type="checkbox"/> Small Business [19 or less employees]</p> <p><input type="checkbox"/> Medium Business [between 20-199 employees]</p> <p><input type="checkbox"/> Large Business [200 or more employees]</p>								
Authorisation and execution by Supplier	<p>As the authorised officer, I certify that:</p> <p>(a) I am authorised to submit the Supplier’s response as the Supplier’s representative.</p> <p>(b) The Supplier understands and has complied with the Requirements of the Request for EOI.</p> <p>(c) The Supplier’s response is complete, accurate and not misleading in any way.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td></td> </tr> <tr> <td>Position:</td> <td></td> </tr> <tr> <td>Signature:</td> <td></td> </tr> <tr> <td>Date:</td> <td></td> </tr> </table>	Name:		Position:		Signature:		Date:	
Name:									
Position:									
Signature:									
Date:									

Response Form 6.2. – Response to Evaluation Criteria

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

F. 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>
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> <hr/>
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> <p>_____</p>
<p>Supplier 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 complete The Project, or any pending investigations/complaints with Engineers Australia, Stormwater Victoria, 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 individual employed by or contracted to the Supplier that the Supplier intends to have undertake the Services and the capacity in which that individual is registered (i.e. CPEng or CEnvP). Please provide evidence or current certification from the governing body for each individual.</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>

G. Evaluation Criteria	
Compliance with Mandatory Requirements.	<i><Supplier to detail their understanding of the requirements of the VUDM and ability to commit the necessary time to deliver project requirements.></i>
Project Understanding/Methodology	<i>Provide Summary of project understanding and methodology. Include as an attachment, a detailed project scope including methodology, fee structure, project timeline and assumptions and exclusions</i>
Ability to deliver reviews of existing drainage manuals and guidelines including but not limited to items listed in Section B – Project Background.	<i><Supplier to add details to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion></i>
Demonstrated experience in Stormwater Management and drainage design.	<i><Supplier to add details below to demonstrate how they meet the evaluation criteria OR refer to attached material that addresses the criterion></i>
Capacity to deliver services within specified timeframes.	<p>Can you complete delivery requirements by 21st March 2025?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If NO, when can you deliver services by?</p> <p>_____</p>
Value for Money.	<i><The Supplier is to demonstrate throughout its offer, how it can deliver value for money through cost and non-cost considerations. ></i>
Declared Conflicts of Interest	<i>Any actual or perceived conflicts of interest shall be declared here. Conflicts will not necessarily preclude the Supplier from consideration but may influence the selection process.></i>

Response Form 6.3. – Referees

H. Referees	
<p><i>Provide contact details of (at least) two (2) clients for whom similar or relevant work has previously been undertaken. 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>1. Project Name: <i><insert details></i></p> <p>Client: <i><insert company name></i></p> <p>Contact Details: <i><insert contact name, phone and email address></i></p> <p>Description of Works: <i><insert project summary></i></p>	
<p>2. Project Name: <i><insert details></i></p> <p>Client: <i><insert company name></i></p> <p>Contact Details: <i><insert contact name, phone and email address></i></p> <p>Description of Works: <i><insert project summary></i></p>	
<p>3. Project Name: <i><insert details></i></p> <p>Client: <i><insert company name></i></p> <p>Contact Details: <i><insert contact name, phone and email address></i></p> <p>Description of Works: <i><insert project summary></i></p>	

Response Form 6.4. Submission Checklist

I. 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 Victoria 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 Victoria to provide the Goods, Services and Deliverables, and Stormwater Victoria may accept the quote during the Offer Validity Period.

2.2. Stormwater Victoria discretion

Stormwater Victoria 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 Victoria 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 Victoria to exercise or not to exercise any of its rights in relation to the Invitation Process.

3. Alternative offers

The Stormwater Victoria 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 Victoria'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 Victoria, 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 Victoria 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 Victoria and the Supplier unless and until Stormwater Victoria 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 Victoria'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 Victoria 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 Victoria 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 Victoria 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 Victoria and the Supplier's interests during the Invitation Process.

The Supplier warrants that it will immediately notify Stormwater Victoria 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 Victoria 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 Victoria 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 Victoria may, in its absolute discretion (but is not required to), immediately disqualify a Supplier that it believes has breached any warranty in this clause.

8.6. Non-Performance and Rectification of Delays

If at any point during the project Stormwater Victoria believes that the Supplier has failed to meet any agreed-upon milestone or is otherwise in breach of this contract due to delay, the Client will promptly notify the Supplier in writing, specifying the nature of the delay or breach. Upon receipt of such notice, the Supplier shall have fourteen (14) days to bring the project back on schedule or rectify the specified issue to the Client's satisfaction. Failure to remedy the delay or breach within the specified time may entitle the Client to seek any further remedies available under this contract or at law, including but not limited to termination of the contract and recovery of damages.

8.7. Right to Engage Alternative Supplier

If the Supplier fails to rectify the delay or breach within the fourteen (14) days as stipulated in the preceding clause, Stormwater Victoria ("the Client") reserves the right to terminate the relevant portion of the contract and engage an alternative supplier to complete the work. In such an event, the original Supplier shall be liable for any additional costs incurred by the Client in engaging the alternative supplier, including but not limited to the difference in the price between the original contract and the new supplier's contract, as well as any associated administrative or legal costs.

9. Supplier Confidential Information

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

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

Stormwater Victoria 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.