



Community Housing Futures

Seeking expressions of interest from consultants or professional services to join a supplier panel for Community Housing Organisations in Qld.

Please note: This is not an open expression of interest. This Expression of Interest is only open to consultants and professional services who are already part of the National Housing Investment and Finance Corporation (NHFIC) Capacity Building Program and/or who are suppliers on the publicly-available Queensland Government Contracts Directory. Consultants or professional services who are not members of the above but are currently or will soon be working with a Community Housing Organisation in the future are also invited to apply with a recommendation from the Community Housing Organisation they are engaged with.

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1. Background

The Community Housing Futures Program is a collaboration between three Queensland peak and industry organisations: Aboriginal and Torres Strait Islander Housing Queensland, Community Housing Industry Association (CHIA) Qld, and Queensland Shelter (Q Shelter).

At a time when more Queenslanders are challenged by housing affordability and availability, Community Housing Futures is collaborating to deliver a new capacity building program funded by the Queensland Government and designed to support community housing organisations (CHO) to achieve growth in housing supply.

The main objectives of this program are to:

- Enhance capacity to bid for government funding for housing growth programs
- Enhance capability to deliver larger larger-scale housing supply programs
- Increase CHOs capability to diversify operating models to increase affordable housing.

The program has various activities to assist community housing organisations. **The first part, and the purpose of this EOI is the establishment of the Approved Professional Supplier Panel as follows:**

- A panel of approved professional services, namely the Approved Professional Supplier Panel will be appointed and available to provide advisory services to CHOs.
- Following the appointment of the Approved Professional Supplier Panel, a grants program will be administered for CHOs seeking to access services from members of the Approved Professional Supplier Panel.

2. Approved Professional Supplier Panel

Consultants and/or professional services are invited to express interest in joining the Approved Professional Supplier Panel to assist CHOs with activities across the following streams:

- **Finance:** project and business financial modelling, fundraising/capital raising, financial risk analysis and key ratios
- **Business planning:** project and business planning, preparation of business cases, forming partnerships, monitoring results
- **Property development:** developing or procuring new social and affordable housing, mixed tenure, sustainable and accessible property design, urban planning, place making
- **Risk management:** understanding risks (business, financial, policy, governance etc.) and managing, monitoring and mitigating risk.

3. Eligibility

- Applicants must be directly recommended by a Community Housing Organisation (CHO), already be on the Finance Corporation (NHFIC) Capacity Building Program or be on the publicly-available Queensland Government Contracts Directory.
- Applicants will need to be able to offer professional services in Queensland.
- Applicants must be qualified in their respective areas of expertise and be able to demonstrate proven success in delivering similar programs or projects.
- Applicants will need to nominate which of the four streams listed above they are qualified to provide specialist advice and support, and provide resumes and detail their competencies, qualifications, and experience in these skill areas.
- Applicants must have relevant professional memberships, accreditations and have quality assurance controls in place.
- Applicants must hold adequate and current insurances including WorkCover, professional indemnity and public liability (minimum \$10 million).
- Applicants will require an ABN/ACN.
- Applicants can be sole traders, companies, or consultancy firms.
- Applicants must provide two professional references.

4. How to Submit an Expression of Interest

Applicants are asked to submit an EOI using the Community Housing Futures SmartyGrants Portal here: <https://qshelter.smartygrants.com.au/CommunityHousingFuturesQLD> demonstrating how they meet all of the eligibility and selection criteria.

5. Selection Criteria

Applications will be assessed and measured on the following:

Meet Eligibility	All eligibility criteria specified above must be met.
Track Record	The applicant's prior proven successes in the delivery of comparable expert consultancy projects and services in the same or similar industry.
Sector Knowledge	The applicants demonstrated understanding of CHOs' business model and operating environment.
Skills	The applicants demonstrated expertise in one or more of the four streams.
Capacity	Applicant's commitment to having capacity and availability to complete projects in a timely manner that meets the needs of the CHO.
Value for Money	The applicant's hourly charge is proportionate. While maximum fees will not be specified in the Panel Member contract, rates should reflect consideration of the not-for-profit status of CHOs.

Please note: Successful applicants appointed to the Approved Professional Supplier Panel are not guaranteed work. CHOs's will have discretion as to who they engage.

6. Successful Panel Members

Successful Panel members will be required to:

- Enter into a contract with Q Shelter ([Annexure 1](#)).
- Respond to CHO's request for quotes/proposals which will be submitted with the CHO's response to *Stage 2 – Community Housing Organisation EOI to access services from the Approved Professional Supplier Panel*.
- Enter into a direct project / consultancy services contract with the CHO.
- Agree to their contact details and information and areas of expertise being made available on the Community Housing Futures Webpage.
- Be responsible for all project management and acquit the grant when completed.
- Undertake any compliance requirements and reasonably contribute to the program evaluation through feedback tools.

7. Successful Panel Members

To supply further context to applicants for the Approved Professional Supplier Panel the following information is provided regarding the next part of Stage 1.

The next part of Stage 1 will be the administration of a grants program for CHOs to access services from the Approved Professional Supplier Panel to support their growth objectives and increase the supply of social and affordable housing in Queensland.

CHOs successful in securing a grant will contract the professional services directly from Approved Professional Supplier Panel and manage the project delivery.

Announcements regarding *Stage 2 – Community Housing Organisation Grants for Professional Services* will be made in the near future.

8. Contact the Community Housing Futures Team:

If you require any clarification of the above information, please contact communityhousingfutures@qshelter.asn.au or (07) 3831 5900.

Visit the website at: <https://thedeck.org.au/news/community-housing-futures>

9. Timeframes

Applications are now being considered on a rolling basis and will be assessed within 7 days of submission subject to all required information supplied at the time of submission.

DATED:

PARTIES

1. **Queensland Shelter Incorporated ABN 21 495 503 790** of 515 Wickham Terrace, Spring Hill, Queensland 4004 (**Q Shelter**).
2. **Insert Name:**_____ **ABN:**_____ of _____
_____(**the Consultant**).

BACKGROUND

- A. Consultants are required to assist with the delivery of capacity building professional advisory services to CHOs as part of the CHFF program.
- B. The Consultant has been selected as a member of the Panel for the provision of these services during the Term.

1. DEFINITIONS

- 1.1 The following definitions apply unless the context requires otherwise.
 - (a) **CHO** means Community Housing Organisation.
 - (b) **CHFF** means Community Housing Futures Fund.
 - (c) **Confidential Information** means information that:
 - (i) is by its nature confidential; or
 - (ii) is designated by Q Shelter or a CHO as confidential; or
 - (iii) the Consultant knows or ought to know is confidential;but does not include information that:
 - (iv) is or becomes public knowledge other than by breach of this agreement or any other unlawful means; or
 - (v) is in the possession of the Consultant without restriction in relation to disclosure before the date of receipt from Q Shelter or the CHO; or
 - (vi) has been independently developed or acquired by the Consultant.
 - (d) **Commencement Date** means the date that Q Shelter executes this agreement.
 - (e) **Eligibility Criteria** means as specified in the Guidelines
 - (f) **Panel** means the Approved Professional Supplier Panel.
 - (g) **Party** means a party to this agreement.
 - (h) **Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth).
 - (i) **Service Contract** means an agreement between the Consultant and a CHO for the provision of Services on the Standard Terms.

- (j) **Services** means the services as set out in Schedule 1.
- (k) **Standard Terms** means the terms within this contract and the Guidelines.
- (l) **Term** means the period commencing on the Commencement Date and expiring on the Termination Date.
- (m) **Termination Date** means the earliest of:
 - (i) 31 December 2024;
 - (ii) the date that the Consultant is removed from the Panel in accordance with clause 8; and
 - (iii) such other date as agreed in writing between Q Shelter and the Consultant.

2. COMMENCEMENT, TERM AND APPOINTMENT

- 2.1 This agreement commences on the Commencement Date and continues for the Term.
- 2.2 Q Shelter engages the Consultant to provide the Services to CHOs during the Term and appoints the Consultant to the Panel in accordance with this agreement.

3. SERVICES

- 3.1 The Consultant acknowledges and agrees that its appointment to the Panel does not guarantee that they will be engaged by CHOs to deliver any, or any particular volume of, professional advisory services.
- 3.2 The Consultant agrees that while appointed to the Panel they will:
 - (a) provide brief proposals and quotes to assist CHOs with their grant applications;
 - (b) enter into a contract for the provision of professional advisory services with CHOs who have been successful in obtaining grant funding;
 - (c) ensure the contractual agreement with the CHO is in accordance with the terms of this agreement;
 - (d) provide the services as outlined in the contract with the CHO; and
 - (e) be responsible for all project management and acquit the grant when completed.
- 3.3 Q Shelter and the Consultant may amend the scope of any of the Services during the Term by agreement in writing.

4. COMPLIANCE

- 4.1 The Consultant agrees:
 - (a) To comply with any legislation applicable to the performance of the Services, including the *Privacy Act 1988* (Cth).
 - (b) To maintain all mandatory and otherwise appropriate qualifications and professional memberships, accreditation and quality assurance controls relevant to the particular expertise for which they have been appointed.
 - (c) To effect and maintain:
 - (i) workers' compensation as required by law;
 - (ii) public liability insurance to a value not less than \$5,000,000.00 per claim; and

- (iii) professional negligence insurance to a value not less than \$5,000,000.00; and
on request, to provide any certificate of currency or equivalent proof of insurance acceptable to Q Shelter.
- (d) To allow Q Shelter to publish (in whole or in part) information (including Personal Information) provided by the Consultant to Q Shelter as part of the Panel for the purposes of the CHFF program.
- (e) To keep any financial records and information for any professional advisory services they provide to each CHO under the Panel for a period of 7 years after completion of those services or as required by law.
- (f) To comply with any administrative arrangements that Q Shelter implements for the effective and efficient management and operation of the Panel.
- (g) To provide information regarding its compliance with the terms and conditions of this agreement and its provision of professional advisory services under the Panel to Q Shelter, as Q Shelter reasonably requests.
- (h) That Q Shelter may survey and obtain feedback from CHOs regarding professional advisory services provided under the Panel, and the Consultant provides its consent for CHOs to provide information regarding the Consultant and delivery of the Services to Q Shelter.
- (i) To promptly notify Q Shelter if they are unable to provide Services which they have been engaged, under the Panel, to provide.
- (j) To adhere to the Eligibility Criteria for the duration of the Term and promptly notify Q Shelter if they are no longer able to meet the Eligibility Criteria.
- (k) To promptly notify Q Shelter if they have a conflict of interest or a potential conflict of interest.
- (l) To deliver high quality services that represent value for money.
- (m) Uphold the highest standards of business ethics.
- (n) Undertake any compliance requirements and reasonably contribute to the evaluation of the CHFF program through feedback tools.
- (o) Adhere to the guidelines set out in the document titled 'Seeking EOI Professional Services Guidelines' provided to the Consultant prior to entering into this agreement.
- (p) That, during the Term, it will not engage in any conduct or enter into any contract or agreement inconsistent with, or which may tend to be inconsistent in any way with, the obligations of the Consultant under this agreement or which may in any manner adversely affect the performance of the Services by the Consultant.

5. SUB-CONTRACTING

- 5.1 The Consultant agrees not to sub-contract (or otherwise engage or permit another person or organisation to provide) any of the Services, without the prior written approval of the relevant CHO and Q Shelter.
- 5.2 The Consultant agrees to the extent any Services are sub-contracted with the prior written approval of the relevant CHO and Q Shelter to:
 - (a) make available to Q Shelter (if requested), details of the sub-contractors;
 - (b) inform the sub-contractors that Q Shelter may publicly disclose the names of the sub-contractors; and

- (c) ensure that the sub-contractors are aware of all terms and conditions of this agreement relevant to the sub-contractor's part in the provision of the Services.
- 5.3 The Consultant must pay the sub-contractors in accordance with the terms of the relevant sub-contract.
- 5.4 The Consultant will be fully responsible for the performance of the Services notwithstanding that the Consultant has sub-contracted the performance of any part of those Services.
- 5.5 Despite any approval given by the relevant CHO and Q Shelter, the Consultant will be responsible for ensuring the suitability of a sub-contractor for the work proposed to be carried out and for ensuring that such work meets the requirements of the Service Contract.
- 6. REPUTATION**
- 6.1 The Consultant must not act in any way which damages or is likely to damage the reputation of Q Shelter, the CHFF program, CHOs or any of the Associated Organisations.
- 6.2 The Consultant must:
 - (a) not use the names, trademarks or logos of Q Shelter except with the prior written consent of Q Shelter; and
 - (b) must immediately cease using the names, trademarks and logos if directed by Q Shelter to do so.
- 7. ACCURACY AND RELIANCE WARRANTIES**
- 7.1 The Consultant represents and warrants, and it is a condition of this agreement, that:
 - (a) all information provided by the Consultant or on the Consultant's behalf to Q Shelter is accurate and is not, whether by omission of information or otherwise, misleading;
 - (b) the Consultant has not withheld from Q Shelter any document, information or other fact material to the decision of Q Shelter to enter into this agreement; and
 - (c) the Consultant does not rely on any representation made to the Consultant by Q Shelter or any related entity of Q Shelter (if any) before entry into this agreement.
- 7.2 The Consultant acknowledges and agrees that Q Shelter, in entering into this agreement, relies on the warranties and representations made within the expressions of interest and in this agreement.
- 8. PANEL MEMBERSHIP**
- 8.1 Q Shelter may at its discretion remove the Consultant from the Panel (including for the reasons under clause 8.4).
- 8.2 The Consultant may at its discretion request to be removed from the Panel.
- 8.3 From the date that the Consultant is removed from the Panel in accordance with this clause 8, the Consultant will no longer be eligible to provide, or charge for, Services as a member of the Panel.
- 8.4 Q Shelter may require the Consultant to cease the provision of Services to a CHO if it, acting reasonably, considers that the Consultant's performance of those Services:
 - (a) does not meet or is in breach of this agreement or the Service Contract; or
 - (b) where there has been an undisclosed conflict of interest; or
 - (c) provision of the Services is otherwise unsatisfactory.

9. INDEMNITY

- 9.1 The Consultant indemnifies, and will keep indemnified, Q Shelter, and its personnel, against any claim, expense, loss, damage or injury Q Shelter incurs arising in connection with:
- (a) the Consultant's failure to comply with this agreement; or
 - (b) any illegal, wilfully reckless or negligent act or omission of the Consultant regarding its provision of the Services.
- 9.2 The Consultant's liability to indemnify Q Shelter under clause 9.1 is reduced proportionally to the extent that the loss or liability was caused by the negligence or wilful act of Q Shelter, its officers, employees, contractors or agents.

10. LIMITATION OF LIABILITY

- 10.1 Neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.

11. CONFIDENTIALITY

- 11.1 The Parties must not, without the prior written approval of the other Party, disclose to any third party any Confidential Information. In giving written approval the other Party may impose such terms and conditions as it thinks fit.
- 11.2 Either Party may at any time require the other Party to give and to arrange for its employees and sub-contractors to give written undertakings, relating to the non-disclosure of such Confidential Information. The other Party shall promptly arrange for all such undertakings to be given.
- 11.3 The obligation of the Parties under clause 11.1 shall not be taken to have been breached where the information referred to is legally required to be disclosed.
- 11.4 Without affecting any of the other obligations under this clause 11, the Consultant must not disclose to any third party any information regarding:

- (a) the Services that they provide to a CHO; or
- (b) the CHO's application for funding;

without the prior written consent of the relevant CHO, except as requested by Q Shelter for the purpose of the CHFF program reporting and metrics.

12. GENERAL PROVISIONS

- 12.1 This agreement constitutes the entire agreement of the Parties and supersedes any prior conduct, agreements, arrangements, understandings and negotiations in respect of the matters dealt with in this agreement.
- 12.2 Each Party must promptly do all things necessary in order to give effect to this agreement, including executing and delivering documents.
- 12.3 If a provision in this agreement is unenforceable or invalid in any jurisdiction, it will be ineffective in that jurisdiction to the extent that it is unenforceable or invalid. No provision in this agreement will otherwise be affected in any jurisdiction.
- 12.4 Unless provided to the contrary in this agreement, each Party must pay its own costs in relation to the negotiation, preparation, execution and performance of this agreement.
- 12.5 This agreement may be executed in counterparts. Such counterparts, taken together, will be deemed to constitute the one agreement.
- 12.6 The Parties consent to the use of electronic communications as a means of communicating about this agreement and the matters contained within it.

- 12.7 In relation to the electronic exchange of documents:
- (a) Parties may exchange executed counterparts of this agreement, or any other document required to be executed under this agreement, by delivery from one Party to the other Party by email or other electronic means (**Electronic Delivery**);
 - (b) Electronic Delivery of an executed counterpart will be deemed effective delivery of the original executed counterpart, from the date and time of receipt by the other Party; and
 - (c) a Party that provides an executed counterpart by Electronic Delivery may also provide the original executed counterpart to the other Party. However, a failure to do so has no effect on the formation or enforcement of this agreement.
- 12.8 Unless provided to the contrary in this agreement, the rights and obligations of the Parties under this agreement do not merge on completion and will survive after completion.
- 12.9 Clauses 4.1(c), 4.1(d), 4.1(e), 4.1(h), 5.4, 6.1, 6.2, 7, 9, 10, 11, 12.8, 12.13 12.14 and 12.15 survive termination or expiry of this agreement.
- 12.10 Unless provided to the contrary in this agreement, no Party is authorised to bind another Party and nothing in this agreement is to be construed as creating an employment, agency, partnership, fiduciary or joint venture relationship between any of the Parties.
- 12.11 Neither Party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control.
- 12.12 This agreement may only be amended or replaced with the written agreement of all Parties.
- 12.13 A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver. Any failure or delay by any Party to exercise any power or right or rely on a remedy under this agreement does not operate as a waiver of that power, right or remedy.
- 12.14 This agreement is governed by and construed in accordance with the laws of the state of Queensland.
- 12.15 Each Party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and waives any right to claim that those courts are an inconvenient forum.

SCHEDULE 1 – SERVICES

As per the Panelist Profile Template

EXECUTION

Executed as an agreement

SIGNED for and on behalf of **Q Shelter** by its)
duly authorised officer in the presence of:)
)

Signature of witness

Signature of authorised officer

Name of witness - please print

Name of authorised officer - please print

Address of witness

SIGNED for and on behalf of **the Consultant**)
by its duly authorised officer in the presence)
of:)

Signature of witness

Signature of authorised officer

Name of witness - please print

Name of authorised officer - please print

Address of witness