



Community Housing Futures

EOI to register as a Professional Service for the Community Housing Futures Program 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 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 Provider in the future are also invited to apply with a recommendation from the Community Housing Provider they are engaged with.

Contents

1.	Background	2
2.	Approved Professional Services.....	3
3.	Eligibility	4
4.	How to Submit an Expression of Interest	4
5.	Selection Criteria	4
6.	Successful Panel Members	5
8.	Contact the Community Housing Futures Team:	5
9.	Time Frames	5
	Sample Contract	6

1. Background

The Community Housing Futures Program (CHFP) was established in late 2022 to improve the long-term viability and strength of CHPs by enhancing and supporting access to training, education, tools, and specialist business advisory services. This program was delivered in 2023-2025.

The Queensland Government has allocated a further \$4 million (GST exclusive) to extend the program for an additional two years, spanning 2025-2027.

Aboriginal and Torres Strait Islander Housing Queensland, Community Housing Industry Association (CHIA) Qld, and Queensland Shelter (Q Shelter) are delivering the Program with Q Shelter as the auspice body.

The purpose and objectives of iteration two of CHFP are:

Purpose

To focus on growth and to concentrate on initiatives for Community Housing Providers (CHPs) and Indigenous Community Housing Organisations (IHOs) who are growing or likely to grow their housing portfolios.

Objectives

The Community Housing Futures Program aims to enhance the capability and capacity of CHPs and IHOs to deliver social and affordable housing growth programs. This includes increasing the capability and capacity to:

- Diversify operating models to increase social and affordable housing
- Develop and participate in partnerships to deliver more social and affordable housing
- Secure funding for social and affordable housing growth programs.

Some adjustments to the grants program have been made between Iteration 1 and Iteration 2 of CHFP. These adjustments respond to industry feedback and the Program Evaluation.

The program has various activities to assist community housing providers, including:

- A grants program for CHPs and IHOs seeking professional services, including members of the Approved Professional Supplier Panel.
- The Professional Advisory Panel continues, and CHPs and IHOs can use services from this Panel.
- CHPs and IHOs can draw on other professional services that are not on the Panel to deliver their program of activities. If a professional service is not on the advisory panel, they require approval from the project team. Services can apply to join the panel as a way of offering their services more widely.
- Grants can also be used for additional internal personnel to deliver a proposed program of work focused on achieving sustainable growth.

2. Approved Professional Services

Consultants and professional service providers who are not currently registered on the Approved Professional Supplier Panel are invited to apply to the CHFP Project Team to participate in the Program and to work with a CHP or ICHO. Registration on the Approved Professional Advisory Panel on the CHFP website is optional but provides a valuable opportunity to offer services more broadly across the sector.

Professional services can assist CHPs and ICHOs with any growth-related activity, including but not limited to the following activities:

- **Finance:** project and business financial modelling, 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 analysis and management:** understanding risks (business, financial, policy, governance etc.) and managing, monitoring, and mitigating risk.
- **Partnership development:** Costs associated with developing strategic and operational partnerships to deliver more housing supply.
- **Growth readiness assessments:** Costs associated with developing growth readiness assessments.
- **Strategic asset management:** Costs associated with developing or strengthening strategic asset management and strategic asset management plans (SAMP).
- **Internal capability uplift:** Costs associated with increasing the internal capability of CHPs and ICHOs to deliver growth in social and affordable housing.
- **Feasibility:** Cost associated with assessing the feasibility of proposed developments.
- **Development of tools, resources, templates or advice:** Where the benefits extend to more than one organisation. This could include bulk purchasing of systems infrastructure.

In addition to the above, professional services can assist ICHOs with the following activities:

- **NRSCH registration assistance** - costs associated with developing policies, procedures and business and risk plans to make an application for NRSCH registration.
- **Evaluation of growth potential** - costs associated with independent identification and advice on areas where organisational capability needs to be stronger to support growth (i.e. readiness) linked with follow-up business advice as below.
- **Business advice** - costs associated with increasing the internal capability of ICHOs to deliver growth in social and affordable housing, including:
 - project and business financial modelling, financial risk analysis, and key ratios
 - project and business planning, preparation of business cases, forming partnerships, monitoring results.
 - property development including advice on developing or procuring new social and affordable housing, mixed tenure, sustainable and accessible property design, and urban planning

- understanding risks (business, financial, policy, governance etc.) and managing, monitoring, and mitigating risk
- developing strategic and operational partnerships to deliver more housing supply.

3. Eligibility

- Applicants must be directly recommended by a Community Housing Provider (CHP) 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 activities listed above, or other growth-related activities, 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 \$5 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 to register their interest in participating in the Program, by using the [Community Housing Futures SmartyGrants Portal](#), 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 the CHP’s/ICHO’s 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 CHP/ICHO.
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 CHPs/ICHOs.

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

6. Successful Panel Members

Successful Approved Panel members will be required to:

- Enter into a contract with Q Shelter
- Respond to CHPs/ICHOs request for quotes/proposals which will be submitted with the CHPs/ICHOs grant application.
- Enter into a direct project/consultancy services contract with the CHP/ICHO.
- Agree to have their contact details, professional information, and areas of expertise published 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.

The next phase of Iteration 2 will involve administering grants to CHPs and ICHOs to support the delivery of proposed programs of work. These grants may be used to engage approved professional services or to fund additional internal personnel, with all activities focused on achieving sustainable growth.

CHPs/ICHOs successful in securing a grant who wish to work with an approved professional service, will contract the professional service directly and manage the project delivery.

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://communityhousingfutures.org.au/>

9. Time Frames

Duration of panel engagements are project dependant and are by agreement between professional service and CHO.

Sample Contract

DATED on the date the last party signs this agreement.

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 Community Housing Providers (CHPs) and Indigenous Community Housing Organisations (ICHOs) as part of the Community Housing Futures 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) **CHP** means Community Housing Providers.
 - (b) **CHFP** means Community Housing Futures Program.
 - (c) **Confidential Information** means information that:
 - (i) is by its nature confidential; or
 - (ii) is designated by Q Shelter or a CHP or ICHO 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 CHP or ICHO; or
 - (vi) has been independently developed or acquired by the Consultant.
 - (d) **Commencement Date** means the date that the parties execute this agreement.
 - (e) **Eligibility Criteria** means as specified in the current 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 CHP or ICHO 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 current 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) 30 September 2027;
 - (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 CHPs and ICHOs 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 CHPs and ICHOs 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 CHPs and ICHOs with their grant applications;
 - (b) enter into a contract for the provision of professional advisory services with CHPs and ICHOs who have been successful in obtaining grant funding;
 - (c) ensure the contractual agreement with the CHP or ICHO is in accordance with the terms of this agreement;
 - (d) provide the services as outlined in the contract with the CHP or ICHO; 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 CHFP program.
- (e) To keep any financial records and information for any professional advisory services they provide to each CHP or ICHO 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 CHPs and ICHOs regarding professional advisory services provided under the Panel, and the Consultant provides its consent for CHPs and ICHOs 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 CHF program through feedback tools.
- (o) Adhere to the guidelines set out in the document titled 'EOI to register as a Professional Service for the Community Housing Futures Program in Queensland - 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 CHP or ICHO and Q Shelter.
- 5.2 The Consultant agrees to the extent any Services are sub-contracted with the prior written approval of the relevant CHP or ICHO 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 CHP or ICHO 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 CHFP, CHPs or ICHOs 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 CHP or ICHO 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, willfully 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 willful act of Q Shelter, its officers, employees, contractors or agents.

10. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL LOSS

- 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 CHP or ICHO; or
 - (b) the CHP's or ICHO's application for funding;
- without the prior written consent of the relevant CHP or ICHO, except as requested by Q Shelter for the purpose of the CHFP 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, 12.15 and 13 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 your Panellist Profile.

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

Date

Date

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

Address of authorised officer

Date

Date