



REQUEST FOR EXPRESSIONS OF INTEREST

General Maintenance Contract – Regional Hunter

Parts A, B and C

Closing Date: 10.00 am 16 November 2020

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PART A – EXPRESSIONS OF INTEREST

1.1 PURPOSE:

Hume Community Housing Association Co Ltd (ABN 66 647 041 988) (**Hume**) invites suitably qualified home builders to participate in this Expression of Interest (**EOI**) for General Maintenance Contract – Hunter for the supply of general maintenance services and lawns and grounds maintenance services to Hume in the Hunter region (**General Maintenance Tender – Regional**).

The geographic scope of the Project will cover approximately 2200 Hume Housing properties in the Hunter Region mainly split over two main Local Government Areas (**LGA**): 1400 in the Maitland LGA and approximately 800 the Port Stephens LGA.

Hume took over the management of these dwellings from the NSW Land and Housing Corporation (**LAHC**) in September 2019 as part of the Social Housing Management Transfer program (**SHMT**). Maintenance on these dwellings is currently undertaken by Broadspectrum under a contract with the LAHC- this arrangement will end in June 2021.

This invitation for EOI includes information about the Project, details about the procurement process and instructions for lodging an EOI response (**Response**).

Providers who satisfy the mandatory criteria and demonstrate their capacity and capability to meet the objectives and the delivery of the Project (referred to in Section 1.3) as outlined, may be shortlisted to participate in the subsequent Request for Tender (**RFT**) process.

1.2 HUME:

Hume Community Housing Association Co Ltd (referred to in this Request for EOI document as Hume) is a tier 1 registered Community Housing Provider (CHP) with offices in Fairfield, Claymore, Parramatta, Maitland and Raymond Terrace.

Hume manages a portfolio of approximately 4000 properties and provides services to more than 9,000 customers across New South Wales. Services include affordable, social, disability and other community housing services to its customers. Approximately 2200 of those properties were awarded to Hume in the Hunter region as part of the SHMT program. Hume is expanding and wishes to engage contractors with an ability to increase supply where necessary to satisfy both Hume's current and future requirement.

Hume Housing operates according to the following values:

Champions of change

- We advocate for those who are marginalised
- We create freedom through choice
- We drive continuous improvement
- We develop through self-reflection
- We inspire others to action and change

Creators of connectivity

- We are passionate about people, families and communities
- We bring people together
- We support and encourage community empowerment
- We practice social justice
- We enable social inclusion
- We celebrate diversity

Determined to succeed

- We do what is right
- We are dynamic, resourceful and efficient
- We deliver positive social, environmental and financial outcomes
- We get results
- We rigorously deliver value for money
- We make decisions that ensure longevity

Builders of resilience

- We step up to the challenge and make a positive impact
- We strive for balance and perspective
- We enjoy a laugh
- We take time to be grateful

1.3 SUMMARY OF THE PROJECT

The existing general maintenance services for the Hunter region is delivered by LAHC under the SHMT deed. Hume has initiated a strategic sourcing process to determine and implement its future arrangements for general maintenance services and lawns and grounds maintenance. Hume may appoint two or more contractors to provide services to the Project.

Hume is seeking to engage a head contractor for the supply of general maintenance services for its portfolio of properties in the Hunter region. The general maintenance services comprise; Responsive Maintenance (including afterhours / emergency), Programmed Maintenance and Vacant Restorations

1.4 PROJECT OBJECTIVES:

To invite suitably qualified vendors to participate in the Request for Tender that offer best value for money and can demonstrate the following:

- **Delivery Capability** – relating to the tenderers ability to reliably perform the required scope of services at the required scale.
- **Service Quality and Customer Service** – relating to the tenderers ability to consistently perform services to the required quality standards and performance metrics.
- **Scalability and Flexibility** – relating to the tendered willingness and ability to adapt the commercial and operational arrangements for the services to accommodate changes in Hume’s requirements.
- **Social Outcomes** – relating to the credibility, and likely benefit, of the tenderers proposal for delivering broader social outcomes; and
- **Risk and Compliance Systems** – relating to the tenderer’s compliance, and ability to ensure Hume Housing complies, with laws, regulatory requirements, and applicable standards.

EOI respondents who are short-listed to participate in the subsequent RFT stage will be required to demonstrate their ability to deliver on these objectives.

1.5 REQUEST FOR TENDER (STAGE 2):

Respondents who are shortlisted from this Stage 1 EOI process, may be invited to participate in the subsequent Stage 2 RFT process, where they will be asked to provide a detailed response, demonstrating their capability and capacity to deliver the requirements and provide pricing for meeting Hume’s requirements.

More detailed information about the Services is set out in Part B “Scope of Works”.

1.6 SUMMARY OF KEY INFORMATION:

Following is a summary of the key information for this EOI:

Item	Detail
EOI Closing Time:	TBA
Asset Owner	Hume Community Housing Association Co Ltd (Hume)
Project:	General Maintenance Contract – Hunter
How to submit your Response:	All responses (including any supporting documents) must be emailed to: Humehousing@procuregroup.com.au
Project Scope / Services	The intended Services and Project scope of works are described in Part B.

1.7 PROCUREMENT PROCESS:

The procurement process will be conducted in two stages. Stage 1 is this Expressions of Interest. Respondents who are shortlisted from this EOI may be invited to participate in the Stage 2 RFT process.

The RFT for the Project is expected to commence shortly after the conclusion of the EOI phase. Respondents are required to provide information about their capacity and capability to deliver the Project and achieve the objectives outlined in this EOI.

Indicative timetable



PART B – SCOPE OF WORKS

2.1 General Scope of Works

Hume is seeking to engage a head contractor for the supply of general maintenance services for its portfolio of properties in the Hunter region. The general maintenance services comprise:

- Responsive Maintenance (including afterhours / emergency) – services to maintain the functionality of the properties and continuity of service 24 hours 365 days a year;
- Programmed Maintenance - planned works to tenanted properties under a program developed by Hume to maintain the long-term viability of the property; and
- Vacant Restorations - services to return a vacant property to lettable standard within regulatory timeframes, guidelines and budgets.

Respondents are also requested to indicated if they are willing and able to provide directly or thorough subcontractors other services including:

- Smoke alarm and RCD testing
- Lawns, grounds maintenance and common area cleaning

2.2 Property Profile

The portfolio is subject to change during the course of the Project however is currently constituted as follows:

Maitland LGA	
Cottage	1023
Land	1
Townhouse	27
Unit	237
Villa	118
Total Portfolio	1406
Property Age Years	
< 10	72
10 to 20	94
20 to 30	137
30 to 40	348
40+	755
Total Portfolio	1406

Port Stephens LGA	
Cottage	545
Land	1
Townhouse	16
Unit	143
Villa	100
Total Portfolio	805
Property Age Years	
< 10	22
10 to 20	68
20 to 30	134
30 to 40	128
40+	453
Total Portfolio	805

2.3 Performance Requirements

The successful Tenderer(s) will be required to enter into a performance based general maintenance contract (**Contract**), which will be distributed as part of the RFT, to perform the Services in order to satisfy the KPIs and Completion Times. The service levels will include:

- Customer satisfaction. The contractor will be required to conduct surveys to gather information on customer feedback and measures of customer satisfaction following completion of a job; and
- Service Levels addressing the following key areas:
 - number of 'recalls' (i.e. return visits to a Site) required to rectify incomplete or defective services;
 - number of contractor improvement notices (CINs) issued by Hume;
 - on time delivery (i.e. compliance to specified completion times);
 - accuracy and timeliness of invoices;
 - customer satisfaction; and
 - achievement of agreed social outcomes

2.4 Social Outcomes

Hume continually seeks to develop commercial relationships that can facilitate the support and education of customers and has a preference for working with contractors who will help develop new programs to support Hume's customers. Hume is also implementing a Reconciliation Action Plan which, amongst other things, seeks to promote Aboriginal and Torres Strait Islander participation in its supply chain.

2.5 Compliance Obligations

Successful Tenderers will be required to meet all statutory and contractual compliance obligations including but not limited to:

- maintenance of appropriate WH&S systems to ensure compliance with all legislative requirements;
- provision of employee checks including police checks and working with children checks;
- maintenance of all required trade licences and certifications and provision of evidence of currency every 12 months or on request;
- compliance with ISO 9001 (or demonstration of compliance with equivalent quality management system standards);
- maintenance of insurances in the required amounts and on the required terms; and

- facilitating audits and reviews of the contractor's compliance with the KPIs and performance standards under the Contract.

2.6 Processes & Systems

Contractors will be required to have robust workflow and work management systems and processes which allow it to:

- receive Work Orders, and submit invoices, by interfacing with, or logging into, Hume's systems. Hume uses Freshworks Freshdesk as its primary tool for managing customer interactions and tracking repairs and maintenance;
- provide weekly (or more frequent) reporting on job status;
- provide reports and other documentation in the formats required by Hume's systems;
- meet all applicable compliance obligations; and
- generate reliable and auditable reporting on the Contractors compliance against the KPIs and other performance measures in the Contract.

2.7 Basis of Pricing

Proponents are not being asked to provide pricing as part of the EOI response. However, in the RFT, Hume intends that pricing will be based on the rates specified in the Land and Housing Corporation's (LAHC) MRPO8 contract rate card. That framework uses a detailed schedule of rates that sets out a short scope of work and price for each scope item. In the RFT, tenderers will be required to propose a % margin (which may be positive or negative) for each of the following work categories:

- Responsive Maintenance;
- Vacant Property Restoration; and
- Programmed Maintenance. Programmed Maintenance is further divided into three volume (spend) bands and the Tenderer is required to propose a % margin (which may be positive or negative) for each band as follows:
 - Band 1 - total annual spend on Programmed Maintenance > \$1,000,000;
 - Band 2 - total annual spend on Programmed Maintenance \geq \$500,000 but \leq \$1,000,000; and
 - Band 3 - total annual spend on Programmed Maintenance < \$500,000.

The margin will apply across all items in that category.

Refer to Attachment A to this RFT for details of the rate card and associated work scopes. EOI respondents are required to accept this as the basis on which they will price the Services if they are successful following the EOI and RFT.

PART C - CONDITIONS OF PARTICIPATION

3.1 FORM OF RESPONSE

- (a) Each Respondent must ensure that its Response is accompanied by all the information and documents listed in this section under the heading 'PART D- RETURNABLE SCHEDULES.'
- (b) The Respondent must lodge all the Returnable Schedules, completed and signed where required.

3.2 NON-CONFORMITY

Without limiting any other provision in this EOI, Hume may in its absolute discretion:

- (a) evaluate or not evaluate any Response which it deems to be a non-complying Response; and/or
- (b) inform or not inform a Respondent that its Response is deemed to be a non-complying Response; and/or
- (c) invite or not invite that Respondent to submit complying documentation within a nominated timeframe.

3.3 ADDENDA

Hume may issue further written information in relation to this EOI as an addendum to this EOI. Such addenda will, upon being made available by Hume, become part of this EOI. Hume may also in its discretion issue responses to requests for clarification as addenda.

3.4 ENQUIRIES BY RESPONDENTS

- (a) Prior to the Closing Time all enquiries about this EOI may only be directed to: Gerald Kohn, Senior Procurement Manager, Procure Group via email humehousing@procuregroup.com.au
- (b) Enquiries will not be accepted after 9 November 2020 (1 week prior to the close of the EOI).
- (c) Respondents and their participants and advisors must not make or otherwise initiate any direct contact with Hume or its officers and employees to discuss the preparation of a Response or any other element of their participation in the procurement process for the Project in any way.

3.5 LODGEMENT DETAILS

To be a valid submission, Responses must be lodged by **10.00 am on 16 October 2020 (Closing Time)**, and lodged as follows:

All responses (including any supporting documents) must be lodged via email to humehousing@procuregroup.com.au

3.6 EVALUATION

- (a) The assessment of Responses will be the responsibility of an evaluation committee convened by Hume. The evaluation committee for assessment of the Responses may be assisted by independent advisors, if necessary.

- (b) Despite any other provision of this EOI, Hume may conduct the process for the evaluation of Responses and the shortlisting of Respondents in connection with the Project as it considers appropriate. Hume has the right, in its absolute discretion, at any stage of the procurement process to:
- i. extend the Closing Time at any time before the Closing Time by notice to potential Respondents;
 - ii. accept a Response before the Closing Time;
 - iii. evaluate, or exclude from further consideration, a Response that is incomplete or non-complying or does not comply with any of the requirements of this EOI;
 - iv. evaluate, or exclude from further consideration, a Response that is non-conforming;
 - v. exclude from further consideration a Response that, in Hume's opinion, fails to demonstrate acceptable performance against any one or more of the evaluation criteria.
 - vi. invite a shortlist of Respondents (which may comprise one or more Respondents) to participate in further procurement stages;
 - vii. at any time to change the basis on which Respondents may be, or are required to, participate in the procurement process and/or review and change the information or requirements contained in and attached to these EOI Conditions by notice in writing to Respondents who have not withdrawn or been excluded from the EOI process;
 - viii. seek from Respondents clarification about any part of their Response, or further information to support or assist the evaluation of a Response;
 - ix. conduct a financial assessment of a Response or a Respondent through a financial assessment provider, and Respondents will be required to make available sufficient information for the assessment to be undertaken including current profit and loss, cashflow analysis, balance sheet or other audited financial statements;
 - x. have regard to Hume's knowledge and previous experience and dealings with any of the Respondents and information about the past or current performance of a Respondent under any contract, arrangement or dealing with Hume or other community housing entities;
 - xi. exclude a Respondent from this RFT process, or exclude a Response from further consideration, for failure by a Respondent to comply with these EOI Conditions.

3.6.1 Mandatory Criteria

- (a) Respondents should demonstrate that they meet the following mandatory criteria in order to proceed in the evaluation process:

Item	Mandatory Criteria	Returnable Schedule	Evidence required
1	ISO 9001 certified quality assurance system	1	Certification or other evidence to establish compliance.
2	Satisfy the requirements for insurance	1	Copies of insurance certificates to meet the requirements of section 3.7 of this EOI.
3	Demonstration of experience in delivering 2 other multi trade general maintenance contracts of similar scale	3	2 similar sized multi trade maintenance projects
4.	Willingness to enter a contract based on the LAHCs MRPO8 contract rate card	1	Confirmation have used or are willingness to price on this basis

5.	Having adequate financial capacity to undertake the contract,	2	Confirmation of financial capacity.
6.	Compliance with legal and regulatory requirements	2	Demonstrated capacity to comply with regulatory requirements

(b) Hume may eliminate any Respondent who does not satisfy the mandatory criteria.

3.6.2 Weighted Criteria

(a) Consistent with the terms of this EOI, Hume Housing reserves its rights in relation to the selection of shortlisted proponents. Respondents should be aware that the evaluation panel will assess Responses based on the following assessment criteria (in no particular order):

Item	Evaluation Criteria	Returnable Schedule	Response Limit (excl attachments such as policies/ procedures)
1	Demonstrated ability to undertake the scope of maintenance services, including undertaking urgent works out of normal business hours on a 24/7 Basis and experience in working under a schedule of rates model.	3 section 1.2	2 Page
2	Demonstrate Sound Management systems including: <ul style="list-style-type: none"> • WH&S • Environmental • Risk Management regulatory compliance including licences and permits 	3 Section 1.3	1 page of each item
3	Key account management and service management personnel	3 Section 1.4	3 pages
4	Ability to effectively manage workflows and to integrate with Hume's systems (i.e IT systems)	3 Section 1.5	1 Page
5	Demonstrated customer focus and willingness to assist in delivering social outcomes	3 Section 1.6	1 Page

- (b) Any information provided and assessed as part of the EOI phase may also be taken into account by Hume in the following RFT phase.

3.7 INSURANCES

- (a) Hume will require the ultimately successful Tenderers to establish and maintain the following insurance cover during the delivery of the Services:

Public and products liability insurance	Coverage amount - \$20 million per occurrence
Professional indemnity	Coverage amount - \$10 million per claim
Asbestos Liability	Coverage amount - \$20 million per claim
Motor vehicle insurance	Coverage amount - \$20 million per occurrence
Other insurances	Workers Compensation Insurance as required by Law

- (b) The Contractor must ensure that any subcontractor that is engaged in relation to the Contract effects and maintains the insurances specified to the extent that those insurances are applicable to the scope of work of that subcontractor.

3.8 CONTRACT DOCUMENTATION

Respondents who are shortlisted in this EOI phase and who are ultimately appointed as a successful Tenderer to deliver the Services will be required to enter into a Contract with Hume. A copy of the Contract will be provided as part of the RFT documentation.

3.9 STANDARDS OF BEHAVIOUR

- (a) Hume is a registered community housing provider in NSW. To do our job well we rely on business partners and suppliers.
- (b) Just as Hume expects its staff to behave ethically and comply with a code of ethical conduct, we expect high standards of behaviour from our partners, suppliers and contractors and require that they comply with our 'Policy - Code of Conduct'.
- (c) Respondents must not engage in any collusive Responses, anti-competitive conduct, or any other unethical, improper, unlawful or similar conduct, with any other Respondent or any other person in relation to the preparation or submission of a Response.
- (d) Without limitation to any other provision of this EOI, Respondents must not seek to influence or provide special treatment to any of Hume's contractors, employees, agents or advisers in relation to the procurement process for the Project (noting that payments or the provision of favours, gifts, entertainment or other acts which could be construed as special treatment).
- (e) Respondents must make full, frank and prompt disclosure of any actual or potential conflict of interest (in relation to themselves or any of their participants or service providers) that exist or may exist at the time of submission of its Response, and which may arise after the time of submission of its Response in writing to Hume.
- (f) Hume reserves the right, in its absolute discretion, at any stage of the EOI stage, to undertake investigations to satisfy itself that there are no conflicts of interest which may preclude a

Respondent from becoming a Respondent.

3.10 PUBLICITY AND CONFIDENTIALITY

- (a) Respondents **must** not use any media or other public communication channels to comment about the Project or Hume in relation to the Project, or matters associated with the EOI.
- (b) Respondents must keep all particulars concerning its Response and all information that has been provided by or on behalf of Hume in relation to this EOI or the Project (Confidential Information) confidential.
- (c) A Respondent must not use any Confidential Information for its own commercial purposes or to the actual or potential competitive disadvantage of Hume.

3.11 CHANGE TO CIRCUMSTANCES

- (a) Respondents must inform Hume promptly in writing of any material change to any of the information contained in the Respondent's Response, and of any material change in circumstance which may affect the completeness or accuracy of any information provided in, or in connection with, the EOI.

3.12 DISCLAIMER

- (a) Hume has no obligations or liabilities to any recipient of this EOI or any Respondent except to the extent expressly set out in this EOI and will not be liable for any claim by a Respondent arising from or in connection with:
 - i. any costs, expenses or loss which may be incurred by any person in the preparation of a Response or otherwise in connection with the EOI,
 - ii. Hume exercising or failing to exercise, in its absolute discretion, any discretion or right it has under or in connection with this EOI or the Project;
 - iii. any error or omission in this EOI or any information provided to or received by the Respondent from any person in connection with the procurement process; or
 - iv. any of the matters or things relevant to the Project in respect of which a Respondent must satisfy itself under this EOI.
- (b) To the maximum extent permitted by law, any obligations and liabilities which may otherwise be implied or imposed on Hume under contract, in equity, by statute or otherwise are excluded.
- (c) Respondents will not have any right to appeal against any decisions arising from any stage of the procurement process, this EOI, any Response and that Hume is not obliged to give reasons for any decision.
- (d) Each Respondent acknowledges and agrees that:
 - i. No legal or other obligation in connection with this EOI will arise which binds Hume until Hume executes binding legal documentation with respect to the Services.
 - ii. Hume is not responsible for, and makes no representation or warranty in respect of, the contents of this EOI, including the accuracy, adequacy, suitability or completeness of any information contained or referred to in this EOI or of any other information provided to or received by the Respondent from any person in connection with the EOI stage.
 - iii. Hume does not accept or owe a duty of care to Respondents with respect to this EOI.
 - iv. The Respondent will make its own independent investigations and evaluations and will conduct its own due diligence of the information contained or referred to in this EOI or other information provided to or received by the Respondent from any person, including obtaining appropriate legal, financial and other expert advice in relation to

such information.

- v. Any and all costs and expenses incurred by Respondents in any way associated with the development, preparation and submission of the Response, including attending meetings and discussions and providing additional information if required, will be entirely borne by the Respondents or Respondents.
- vi. Hume may exercise any power, right, discretion or remedy (however described) under this EOI, at its absolute discretion, unless this EOI expressly contemplates otherwise.
- vii. Any discussions with Respondents during the EOI period will be on a 'without prejudice' basis.
- viii. Wherever Hume's consent is required under this EOI, consent may be given or withheld by Hume in Hume's absolute discretion; and given subject to such conditions as Hume may determine.
- ix. No term or condition will be implied into this EOI.
- x. The documents issued by Hume in connection with the Project (including this EOI) do not constitute an offer.

3.13 GENERAL

Each Respondent acknowledges and agrees that:

- (a) This document is governed by the law of New South Wales. The Respondent irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
- (b) The obligations and liabilities of a Respondent under this EOI apply to each participant comprising that Respondent jointly and severally.
- (c) Where a joint Response is lodged any notice, order, direction, request or other communication which Hume must or may give to a Respondent will be properly given to all persons being a Respondent if given to any one or more of such persons. Any notice, request or other communication given by one or more of such persons to Hume under or in relation to these EOI Conditions will be deemed to have been given by and will bind all persons being the Respondent.

