

Expression of Interest

Expression of Interest (EOI):	Lease to Operate the Meru Reuse Shop
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Deadline:	12:00pm, Thursday 11 February 2021
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Address for Delivery:	City of Greater Geraldton PO Box 101 GERALDTON WA 6531 council@cgg.wa.gov.au
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1 Conditions of Responding

1.1 Definitions

Below is a summary of some of the important defined terms used in this Expression of Interest:

Attachments: The documents you attach as part of your Submission.

Deadline: The Deadline shown on the front cover of this Expression of Interest for lodgement of your Submission.

Expression of Interest or EOI: This document.

Principal: City of Greater Geraldton

Respondent: The person or persons, corporation or corporations who intends to submit a Submission in response to an Expression of Interest.

Requirement: The Services requested by the Principal.

Specification: The Statement of Requirements for Services that the Principal's Expression of Interest may request you to provide if selected as an acceptable Expression of Interest through the Expression of Interest process.

Submission: Completed Expression of Interest, response to specific requirements and attachments.

1.2 Expression of Interest Documents

This Expression of Interest is comprised of the following parts:

Part 1 – Conditions of Responding (*read and keep this part*).

Part 2 – Specification (*read and keep this part*).

Part 3 – Respondent's Submission (*read and keep this part*).

Separate Documents

- a) Addenda and any other special correspondence issued to Respondent's by the Principal.
- b) Any other policy or document referred to but not attached to the Expression of Interest.

1.3 How to Prepare Your Submission

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements (Part 2);
- c) Complete the Response Form (Part 3) and your response to the Specific Requirements (Part 2) and attach your Attachments;
- d) Make sure you have signed the Response Form and responded to all the Selection Criteria; and
- e) Lodge your Submission before the Deadline.

1.4 Contact Persons

Respondents should not rely on any information provided by any person other than the person listed below:

Name:	Brian Robartson, Manager Land & Regulatory Services
Telephone:	08 9956 6661
Email:	brianr@cgg.wa.gov.au

1.5 Lodgement of Submissions and Delivery Method

The Submission must be lodged by the Deadline. The deadline for this Expression of Interest is **4:00pm Friday 5 February 2021**.

1.6 Rejection of Submissions

A Submission will be rejected without consideration of its merits in the event that:

- a) it is not submitted before the Deadline; or
- b) it is not submitted at the place specified in the Expression of Interest; or
- c) it may be rejected if it fails to comply with any other requirements of the Expression of Interest.

1.7 Acceptance of Submissions

Unless otherwise stated in this Expression of Interest, Submission may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept and may reject any or all Submissions submitted. The acceptance of a Submission does not oblige the Principal to proceed to issuing any planning or building approvals.

1.8 Respondents to Inform Themselves

Respondents shall be deemed to have:

- a) examined the Expression of Interest and any other information available in writing to Respondents for the purpose of submitting an EOI;
- b) examined all further information relevant to the risks, contingencies and other circumstances having an effect on their Submission which is obtainable by the making of reasonable enquiries;
- c) satisfied themselves as to the correctness and sufficiency of their Submissions;
- d) acknowledged that the Principal may enter into negotiations with a chosen Respondent and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the EOI documents and all relevant attachments.

1.9 Ownership of Submissions

The Principal is conscious of the need to protect the intellectual property of respondents. All documents, materials, articles and information submitted by the Respondent as part of or in support of a Submission shall become upon submission the absolute property of the Principal and will not be returned to the Respondent at the conclusion of the Submission, however, will be treated as 'Commercial in Confidence' and that the Respondent shall be entitled to retain copyright and other intellectual property rights therein.

1.10 Canvassing of Officials

If a Respondent, whether personally or by agent, canvasses any of the Principal's Councillors or Officers with a view to influencing the acceptance of any Respondent, then regardless of such canvassing having any influence on the acceptance of such Submission, the Principal may at its discretion omit the Respondent from consideration.

1.11 Briefing/Site Inspection

Respondents may request a site meeting; there is no scheduled site meeting for this request.

2 Specification

2.1 Introduction

The Principal is seeking proposals from interested parties to operate the Meru Reuse Shop located at 61 Landfill Lane, Narngulu for the period of two (2) years with the option of a further one (1) year extension.

2.2 Background Information

The Reuse Shop has been operated by a non-for-profit organisation for the past three years. The Principal is willing to continue to offer a Reuse Shop to the community and would like it to remain under management of a non-for-profit organisation, community group or small local business.

The intent of operating the Meru Reuse Shop is to:

- Support local Community by offering a second-hand, reuse shop
- Support local businesses, non-for-profit organisations and community groups
- Reduce waste going to landfill
- Develop employment and training opportunities for Aboriginal People and People with Disability; and
- Demonstrate the Principal's commitment to reusing and recycling.

The Principal has aligned its waste services to reflect and action the State Waste Avoidance and Resource Recovery Strategy 2030. The Reuse Shop improves material recovery and provide a low-waste alternative to waste disposal to landfill.

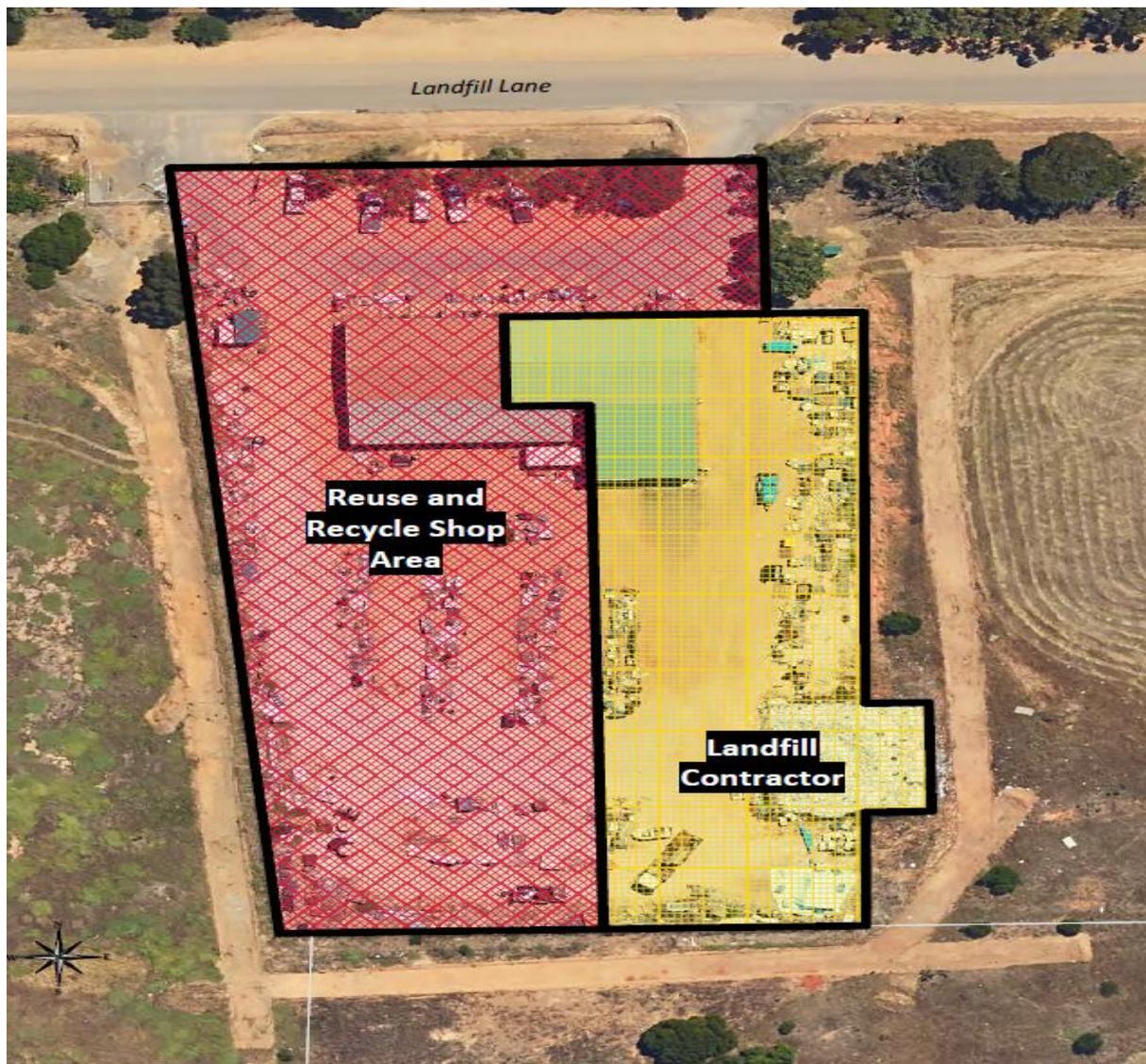
The Facility is located on the left hand side of Landfill Lane immediately before entering the Meru Waste Disposal Facility. The Reuse Shop includes a drop-off area for reusable items, a display yard and an enclosed shop floor. The yard space is approximately 4,250m² and an enclosed shed area of 410m² and a veranda area of 90m². The yard space is used for the storage of large items salvaged for reuse, this is subject to change.

Under the current management the Reuse Shop is open three (3) days a week between 7.30am and 3.30pm from Saturday to Monday and closed on Christmas Day, New Year's Day and Good Friday in line with the Meru Waste Disposal Facility.

Items displayed are available for sale to the public and all income from these sales will remain with the organisation managing the Shop. The Reuse Shop is owned by the Principal and the successful Respondent will be required to enter into a Lease with the Principal to provide the services.

The site will be shared between the successful Respondent and the Material Recovery Contractor who will be overseeing all the recycling of cardboard, plastic, aluminium cans and other recyclable waste. These products are to remain with the Material Recovery Contractor. Minimal interaction will occur between the Reuse Shop and the Processing Shed.

The Meru Waste Disposal Facility hours of operation are seven (7) days a week between the hours of 7.30am and 4.30pm. The Meru Waste Disposal Facility is closed three (3) days of the year being; Good Friday, Christmas Day and New Year's Day.



The Western Australian Local Government Association (WALGA) has published a Best Practice Guideline for the management and operation of recycling and reuse shops. A copy of this guideline may be obtained at: <https://www.wastenet.net.au/documents/287/better-practice-reuse-shops>

2.3 Specific Requirements

The successful Respondent will be required to operate the Shop section of the Reuse and Recycling Facility only. This will include the material drop-off area, sale yard and shop floor area. The items below are specific requirements of the proposed lease:

a) Operation of the Reuse Tip Shop

The successful Respondent is expected operate in accordance with the following requirements:

- a) Establish opening hours with the Principal. **Note:** Desired opening hours would be 5 days a week between 7.30am to 3.30pm from Thursday to Monday. The Facility is closed on Christmas Day, New Year's Day and Good Friday.
- b) Provide an opportunity for members of the public to dispose of reusable material at the Meru Reuse Shop throughout the established opening hours.
- c) The respondent is not assigned salvaging rights at the Meru Waste Disposal Facility once the material has been disposed at a drop-off location within the Facility.
- d) Establish prior to the Commencement Date, a product acceptance criteria for the Meru Reuse Shop in accordance with the Better Practice Guidelines — Reuse Shops **(Product Acceptance Criteria)** and submit the criteria to the Principal for its approval.
- e) Respondent will be required to utilise the Principals Point of Sale Software (Mandalay) or be able to provide information on items sold from the Shop for reporting purposes.
- f) Ensure that all electrical goods and equipment are appropriately tested and tagged **prior** to sale.
- g) A site supervisor will need to be nominated on site during opening hours. This person may or may not be the same person nominated as the Contractor's Representative. The Principal will require the contact details of the site supervisor in the event of an emergency.
- h) The respondent will, under the lease agreement retain all income from product sales.

b) Lease Conditions:

The key lease conditions will be as follows:

Lessors (Principal) Responsibility

- a) Disposal of unwanted materials from the Meru Reuse Shop will be covered by the Principal up to 15 tonnes per annum or 1.25 tonnes a month.
- b) Utility service charges and consumption of power and water will be paid by the Principal.
- c) Principal is responsible for all building capital maintenance.

Lessees (Respondent) Responsibility

- a) Make payment of the Principal's proposed lease fee of \$500.00 per annum (inc. GST) on or before the date specified in the lease.
- b) If the unwanted materials exceed 15 tonnes per annum, the disposal of the remainder of the materials is to be paid by the Lessee as per the Principals Schedule of Fees and Charges reviewed annually.
- c) Ensure the land, building and toilet facility is kept clean, tidy, unobstructed, and free from rubbish at all times.
- d) Undertake minor maintenance and repairs to the Shop.
- e) Hold applicable insurances such as Public Liability, Workers Compensation, and all other insurances as defined within the lease.

3 Respondent's Submission

3.1 Response Form

The Chief Executive Officer
City of Greater Geraldton

I/We (Registered Entity Name): _____
(BLOCK LETTERS)

of: _____
(REGISTERED STREET ADDRESS)

ABN _____ ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail: _____

In response to Expression of Interest – Lease Meru Reuse Shop

I/We agree that I am/We are bound by, and will comply with this Expression of Interest and its associated schedules, attachments, all in accordance with the Conditions contained in this EOI signed and completed.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Submission irrespective of its outcome.

Dated this _____ day of _____ 20____

Signature of authorised signatory of Respondent: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Telephone Number: _____

Authorised signatory Postal address: _____

Email Address: _____