



Request For Proposal Mobile Food and Refreshment Vehicles

Tender Due Date:

February 12, 2026 at 11:00 a.m.

Accepting RFP for:

Mobile Food and Refreshment Vehicles
in Town Parks 2025-01

RFP to be delivered to:

Town of Plympton-Wyoming
546 Niagara Street
Wyoming, Ontario N0N 1T0

Attention:

Paul daSilva, Director of Public Works

Bidder Registration

To receive Tender documentation, it is mandatory that you register as a bidder with the Municipality. Failure to register will result in non-acceptance of your submission. Please remit the following information to Chandra Sisson, Administrative Assistant, Public Works, at csisson@plympton-wyoming.ca:

- Name of Contact Person
- Phone Number
- E-mail Address



The Corporation of the Town of Plympton-Wyoming

Request for Proposal Mobile Food and Refreshment Vehicles in Town Parks

2026-01

Delivery of Submissions:
Closing Date: February 12th, 2026
Time of Closing: 11:00 AM
Delivery Location:
Town of Plympton-Wyoming Municipal Office 546 Niagara Street Wyoming, ON N0N 1T0

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*Town of Plympton-Wyoming
RFP – Mobile Food and Refreshment Vehicles in Town Parks*

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DELIVERY OF SUBMISSIONS NOTICE

ALL PAPER SUBMISSIONS ARE TO BE DELIVERED TO THE
TOWN OF PLYMPTON-WYOMING MUNICIPAL OFFICE
ATTN: Paul daSilva, Director of Public Works
NO LATER THAN 11:00 a.m. ON THE 2ND DAY OF FEBRUARY, 2024

INFORMATION TO BIDDERS

General Description

The Corporation of the Town of Plympton-Wyoming is inviting mobile food and refreshment vehicle operators to submit proposals to operate food and beverage trucks within Town Parks at designated locations.

Inquiry and Communication with Designated Contact

The Designated Representative shall act as the sole point of contact for all communication until an agreement is awarded to a successful bidder. No representative of the Town, its employees, agents, or any other advisor associated with this procurement shall be in contact with the Bidder until advised by the Designated Representative. Any attempt to influence the evaluation and selection process may result in immediate disqualification of the Proposal submitted by the Bidder.

Designated Representative:

Paul daSilva

Director of Public Works

Town of Plympton-Wyoming

Addenda

Any addenda issued before the closing date and time shall form part of this document. The onus is on the Bidder to verify that they have received and reviewed all addenda before the closing date and time.

Bid Submission

Proposals shall be properly labeled with **Proposal Number: 2026-01**, sealed in an envelope, and submitted no later than the closing date and time.

Proposals will be received until **11:00 am February 12, 2026**. Submissions will be time and date stamped at the Reception Desk and shall be the only recognized timepiece for Bid submissions.

Submissions received after the closing time will be labeled accordingly and will remain unopened and disqualified.

Note: It is the Vendor's responsibility to ensure that a paper bid submission is received by the Reception Desk before the closing date and time. The Town accepts no responsibility for any delays in internal handling or processing that may arise for bids that are not personally delivered to the Reception Desk location. Where the bid envelope is in some other form of wrapping or packaging (i.e. courier envelope) vendors shall clearly mark the most external wrapping or packaging with the word "proposal" to assist in identifying it for internal handling purposes. **Faxed and emailed proposals are not acceptable.**

RFP Schedule

Every attempt will be made to meet all dates. The Town of Plympton-Wyoming reserves the right to modify any or all dates at its sole discretion.

- Closing Date, February 12, 2026, 11:00 a.m.
- Selection of the successful vendor will be notified by March 12, 2026

Cost of Submission

The Town of Plympton-Wyoming will NOT be liable nor reimburse any bidder for any costs incurred in developing a proposal submission, attending meetings/interviews, demonstrating the goods and or services, legal services, or any other services that may be required in responding to this "Request for Proposal".

Right to Accept or Reject Proposals

The Town of Plympton-Wyoming reserves the right to reject any or all submissions, as a whole or in parts, and waive formalities as the interests of the Town may require, without stating reasons. Submissions that are incomplete, conditional, obscure, or contain erasures, alterations, or irregularities of any kind may be rejected.

Any submission that includes contractual documents other than the bid document will result in automatic rejection.

Validity

The Proposal submitted shall remain valid for at least one hundred and twenty (120) days from the proposal closing date.

Withdrawal of Proposals Prior to Closing

A vendor who has submitted a response to this Request for Proposal may request that such response be withdrawn. Withdrawals shall be completed and shall be allowed under the following conditions:

- a) If the request is made in writing on the Vendor's letterhead and signed by a senior official of the Vendor.
- b) If the request is made in person by a senior official from the Vendor who is authorized to complete and sign an appropriate form.
- c) If the request is made by way of e-mail bearing the name of the senior official authorizing the withdrawal.

In all cases, a request for the withdrawal of a Proposal will be verified by the Town of Plympton-Wyoming, by way of a telephone call or email to a senior official representing the Town.

All confirmed withdrawal requests will be placed on record. The entire response will be returned unopened to a representative of the Vendor after the closing date of the submission. Vendors will be responsible for the pick-up of the Proposal on the day requested.

There shall be no withdrawals of Proposals allowed after the receiving closing date/time.

Review of Documents

Vendors must personally study the entire Request for Proposal document to satisfy themselves with the conditions and requirements of the Proposal. There will be no consideration of any claim after submission of Proposals that there is a misunderstanding with respect to the conditions imposed by the request for Proposal.

Multiple Proposals

Multiple bids from any one (1) vendor would be acceptable, providing the following conditions are met:

- a) Each response must be completed and shall be as per the format specified herein, and shall be packaged separately.
- b) Each response shall be dealt with separately and shall be subject to the requirements of the Request for Proposal.

Award

Upon completion of evaluations, the Town may select a bidder with whom it wishes to undertake negotiations for the plan outlined in the Request for Proposal. Negotiations may take the form of adding, deleting, or modifying certain requirements based on the response to the Request for Proposal, and adjusting pricing accordingly if required. The Town reserves the right in its absolute discretion to:

- a) Adjust, discontinue, or cancel the submission process, and/or commence a new process for the same or similar goods or services, if the Town deems reasonable conditions exist.
- b) Accept or reject any submission(s) in whole or in part.
- c) Provide additional written information to vendors.

The acceptance and award of a Proposal may be subject to the approval of Town Council.

Confidentiality Provisions

All responses to this Request for Proposal will be treated confidentially in compliance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. The information contained in this request for Proposal will be utilized by the Bidder solely for the purposes of preparing a submission. Any other use of the information for any other purpose is not authorized by the Town of Plympton-Wyoming.

Termination

The Town reserves the right to terminate the agreement for sufficient cause, including but not limited to, poor performance, late deliveries, inferior quality, and health and safety concerns. If the Vendor should neglect to perform the work properly or fail to perform any provision of the Request for Proposal, the Town may terminate the agreement after fifteen (15) business days with written notice to the Vendor. The Vendor shall sacrifice all fees paid to the Town under the terms of the agreement and

bylaw for termination of the contract, including the condition where the Vendor voluntarily surrenders their license.

Conduct of Vendor Staff

The successful bidder shall employ orderly, competent, and skilled staff to ensure that the project and or services are completed in a respectable manner.

If any one person employed by the successful vendor is unsatisfactory in his or her performance, the Town shall notify the Vendor in writing and the Vendor shall take reasonable steps to rectify the situation. If no action is taken the Town reserves the right to revoke the licence.

Accessibility

The Town is required to comply with the *Accessibility for Ontarians with Disabilities Act, 2005* as amended, and any associated regulations. Under this Act, every person who deals with members of the public or other third parties on behalf of the Town must receive training about the provision of goods and services to persons with disabilities.

The Vendor hired for the completion of work with regards to this Request for Proposal must be aware of these requirements and certify that all required personnel have or will receive training prior to commencement of work under the agreement.

Any documents or correspondence that is provided to the Town, through the execution of the proposal shall be in such format that meets the AODA standards.

Workplace Safety and Insurance Act

It shall be the obligation of the Vendor to comply with all requirements of the *Workplace Safety and Insurance Board Act*, as amended. The Vendor accordingly hereby certifies that all employees or others in connection therewith, are covered under the Act.

Prior to the execution of an agreement, the successful bidder shall be required to furnish a copy of their WSIB clearance certificate. The WSIB clearance certificates shall demonstrate good standing and shall be updated prior to commencing work and every 60 days in compliance with the Act. Failure to supply or update this certificate as required is cause for termination of the agreement.

Insurance – Liability, Automobile and Non-Owned Automobile Insurance

Without in any way limiting the liability of the Vendor under this proposal, it shall be the responsibility of the Vendor to:

- a) Maintain and keep in force during the term of the agreement, Commercial General Liability Insurance protecting the Vendor's liability, legal or assumed, under the agreement for all claims arising from personal injury, bodily injury, death, and damage to property for \$2,000,000.00 or greater per incident.
- b) Maintain and keep in force, Automobile and Non-owned Automobile Insurance on all vehicles used in connection with the work under this proposal. Such insurance is to carry the minimum limit of \$2,000,000.00 per incident.

- c) Maintain and keep in force during the term of the agreement, Vendor's Contingent Liability Insurance, covering the liability of the Vendor in respect to his sub-vendor's same limits as required in Clause (a).
- d) Deposit with the Town, before commencing operations, a Certificate of Insurance detailing the coverage and expiry date for all policies duly executed by the insuring company stating that if said policies are cancelled or changed in any manner, thirty (30) days written notice of such change or cancellation will be given to the Corporation of the Town of Plympton-Wyoming Clerk, at the Town of Plympton-Wyoming Municipal Office. The certificate shall also name the Town of Plympton-Wyoming as an additional insured.

Conflict of Interest

By submitting a bid, the Vendor declares that the submission is NOT made in connection with any other submitting vendor(s) and is in all respects fair and without collusion or fraud and further that no member of Council, officer or employee of the Town has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise on the performance of the said proposal.

Regulations and Permits

If required, the Vendor shall comply with all provisions of the rules, regulations and orders of the Federal, Provincial and Municipal Government Agencies applicable to the work under this proposal. It shall be the obligation of the Vendor to keep themselves informed of these Government Regulations.

Lobbying

To ensure fairness to all vendors, the Town must endeavour to prevent unfair advantages created by lobbying. Therefore, the Town reserves the right to disqualify, at any time and at its sole discretion, any bidder engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the RFP and the date of signing of an agreement between the Town and the successful bidder. The Town may disqualify a bidder at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the Town, in its sole discretion determines has or may give an unfair advantage to one vendor relative to other vendors. Without limiting the foregoing lobbying may include:

- a) Verbal or written communication with or to any Town staff / Council member other than those identified as contacts in this RFP in respect of this RFP.
- b) Verbal or written communication with or to any expert or other advisor assisting in the evaluation and selection of this RFP.
- c) Verbal or written communication with or to any member of the RFP evaluation and selection team other than those identified as contacts in this RFP.
- d) Direct or indirect requests by the Vendor to any person, organization or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the evaluation and selection team or Council.

- e) Verbal or written communication with or to media organizations.
- f) Direct or indirect offer of gifts of any kind or value to any Town representative or personnel.

TERMS OF REFERENCE

Objective

The objective of this Request for Proposal is to solicit applications from qualified and experienced concession operators to operate a mobile food and refreshment vending unit and sell food products and beverages to park visitors within designated Town Parks.

Grant of Vending Rights

- a) The licence agreement is not intended, nor shall be construed as creating any exclusive agreement between the Vendor and the Town. The Vendor shall not restrict the Town from acquiring similar or equal goods and services from other sources.
- b) Subject to the terms and conditions set forth herein, the Town will grant the successful bidder a non-exclusive agreement to operate a mobile food and refreshment unit at the locations specified in this Request for Proposal only. Operators cannot move their vending equipment to other locations within a park unless approved by the Director of Public Works and/or designate. Requests must be made in writing and specifying the proposed relocation site. If the relocation is to provide vending services for an event or festival being held in the park, approval by event or festival organizers must accompany the written request for relocation. Additional fees may apply if assigned by the event or festival organizers.
- c) During events and/or festivals the Town shall be allowed to enter into any such agreement with outside food vendors to ensure the provision of additional food services, be they similar or different than those provided for in this agreement. The successful bidder is permitted to operate in the park during these festivals and events in the location specified within the agreement. The successful bidder shall not be compensated for, or receive compensation from, any food vendor arranged for by the Town and/or event organizers during these events.

Term of Agreement

For the three (3) specified locations herein, the agreement shall, unless terminated or cancelled, according to the provisions of this proposal, remain in full force and effect from April 13 – October 16, 2026 with the option of extension for two additional years by mutual consent of the Town and the Vendor.

Agreement

This non-exclusive licence agreement is personal to the successful bidder and cannot be assigned or transferred unless approved by the Town.

Permit, Licence and Fees

The Vendor shall be responsible for the payment of all applicable rates, taxes, and assessments over and above the proposed amounts payable to the Town, including a Mobile Food and Refreshment Vehicle Licence from the Town Clerk, and the Vendor shall obtain and pay for all necessary approvals from Lambton Public Health, Fire Department, TSSA and any other government body or agency whose approval is needed and shall only use such equipment, and shall only operate in accordance with such standards, as may be approved by the aforementioned authorities.

Vendor Conduct

- a) The Vendor and any persons helping or employed by the successful bidder shall wear clean apparel and practice a high standard of personal hygiene, and shall not solicit or harass passers-by for the purpose of sales.
- b) The Vendor, in all respects, shall abide by and comply with all applicable laws, regulations and by-laws of the Town of Plympton-Wyoming (including, but not limited to the Parks and Facilities By-law - 95 of 2023), other governments and other governmental bodies, while this contract is in force.

Terms of Payment

Only bids suggesting a yearly lease payment will be accepted. Offers that are a percentage of sales will be rejected. The minimum bid for each location is identified on the Form of Proposal

The successful bidder shall pay the Town 100% of the fee according to the proposal prior to the vehicle arriving at the specified location in the Town Park.

Locations

There are five (5) specific locations subject to this RFP process and the specific location within the Parks will be subject to approval by the Director of Public Works or their designate. The following five (5) Parks are subject to this RFP:

Highland Glen Conservation Area – 5046 Lakeshore Road

This location is open to any food vending options.

- No Hydro or water available
- Poor cell service

McEwen – 4318 Lakeshore Road

This location is open to any food vending options.

- No Hydro or water available
- Poor cell service

Lakeshore Park – 3111 Egremont Road

This location is open to any food vending options.

- Hydro
- Water; no direct connection

McKay Park – 665 Toronto Street NOT AVAILABLE

This location is open to any food vending options.

- Hydro
- Water; no direct connection

Lamreeton Family Park – 3110 Egremont Road NOT AVAILABLE

This location is open to any food vending options.

- Hydro
- Water; no direct connection

Facility

Only ground space and access to any existing utilities (water/hydro) will be provided by the Town. The Town does not accept responsibility for undersized hydro services or lack of amperage and wattage required for the vendor's operations. Please note utilities may not be available at all locations.

The successful bidder shall make all necessary arrangements for the supply of any additional electric power, if required, and is at the discretion and approval of the Director of Public Works. All costs related to the provision of additional electrical power will be the responsibility of the successful bidder. Portable generators shall have a maximum decibel level of 70 dB(A). The Town reserves the right to request the removal of any portable generator that is deemed to be over acceptable noise levels or is otherwise determined to be considered a public nuisance.

All signage as it relates to the mobile food and refreshment unit must be approved by the Director of Public Works and be in accordance with the Town's sign by-law. Location and the quantity of signs must be approved prior to installation for temporary signage only (no permanent signage will be permitted).

Portable Vending Unit

The mobile unit shall:

- Meet the approval of the Town of Plympton-Wyoming as to the quality and appearance, and for this purpose, the bidders shall enclose a photograph or detailed sketch of the concession unit with the Proposal.
- Be equipped with adequate trash receptacles which have a clean appearance and complement the design of the concession unit and garbage shall be disposed of by the successful bidder in a manner satisfactory to the Town.
- Be allowed to remain stationary at the designated location specified in this Request for Proposal.

It is the Vendor's responsibility to ensure adequate security measures to protect against vandalism are in place and shall hold harmless the Town for any financial losses as a result of vandalism.

Sanitary Expectations

The Vendor is required to keep their designated area clear of garbage/waste throughout daily operations. The Town will not increase surveillance of vended areas for sanitation beyond the regular practice of one time daily. If garbage receptacles require emptying more frequently, that is the responsibility of the Vendor. Failure to keep the site in an acceptable condition may result in termination of the agreement.

Number of Vending Units

Only one (1) vending unit will be allowed per proposal. No sub-contracting of additional vending units will be permitted by the successful vendor at any specified location.

Improvements

The Vendor may propose to improve the existing facilities in the Park at no cost to the Town. These improvements shall be in accordance with all applicable codes and regulations and shall become the property of the Town at the end of the agreement unless mutually agreed upon. The Vendor shall receive written approval from the Director of Public Works and/or designate before proceeding with any proposed improvements.

Tax

The Vendor shall be responsible for the collection and remittance of the Harmonized Sales Tax (HST).

Financial Records

Proper financial records shall be kept by the successful bidder pertaining to the operation of the sales under the agreement and shall be made available upon request for inspection by the Town or its authorized representative.

PROPOSAL FORMAT AND EVALUATION

Proposal Format

Two complete hardcopies of each proposal, signed by the Bidder's authorized representative must be received.

The Bidder who puts forth the proposal will have them signed by an official authorized to bind the vendor and will provide the name(s), title(s), and address and telephone number for the individual(s) to be contacted during the evaluation process.

To assure similarity in the Proposal presentation, and to facilitate the comparison of competing proposals by the evaluation team, bidders shall include the required material using the sections as follows:

- Title Page
- Cover Letter
- Table of Contents

Your Proposal must be type written. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the Bidder.

Faxed or emailed proposals are not acceptable.

Part 1 – Form of Proposal

The first part of the Bidder's response will consist of a completed "Form of Proposal" with authorizing signatures & confirmation of addendum issued. Failure to submit the Form of Proposal will result in automatic disqualification.

Part 2 – Types of Refreshments and Foods

The second part of the Bidder's response will consist of the types of refreshments and foods that the vendor is proposing to sell. Vendors may suggest additional products for consideration by the Town. The variety and inclusion of healthy food and beverage choices, including nut-free products, will be given additional credit in the evaluation process.

Part 3 – Bidder Experience & Qualifications

The third part of the Bidder's response will include evidence to the Bidder's qualifications to perform the work. The Bidder is to provide a company background and to demonstrate their experience as it relates to the scope of services described in this RFP. Specific experience with public entity clients is to be included.

To be considered, bidders must demonstrate/provide with their bid submission:

- they are in the business of portable or mobile food vending operations;
- a commitment to quality products during the term of the contract;
- they have satisfactory equipment, including any necessary regulatory approvals
- a schedule of planned operations including days and hours
- effective communication skills and good availability
- they are appropriately organized; have sufficient experience having successfully performed similar contracts;
- examples of relevant experience with food vending contracts;
- description of the mobile unit, including pictures and/or concept;
- dimensions of the mobile unit;
- electrical requirements (if required);
- commit to use eco-friendly packaging.

Part 4 – References

The fourth part of the Bidder's response must consist of a minimum of 3 references including contact names and telephone numbers, preferably municipalities where you have recently completed similar projects in the last five (5) years.

Entire Proposal submissions are to be placed in a sealed envelope (package) with the submitting bidder/vendor name and Proposal number clearly evident and addressed to the Director of Public Works at the address noted below:

Town of Plympton-Wyoming Municipal Office
Paul daSilva, Director of Public Works
546 Niagara Street
Wyoming, ON, N0N 1T0

EVALUATION CRITERIA

The selection of the awarded Proposal will be based on a multi-step system.

Step One – Core Requirements

The submissions will be evaluated based on the information meeting the core requirements of the goods or services that are part of this Request for Proposal. The requirements listed below must clearly be met within the documentation of the Proposal. Stating it can be done or has been done, will not constitute meeting the requirement without proven background information demonstrating the vendor capabilities.

This table will be completed by the Town of Plympton-Wyoming Evaluation team during Step One of the process.

Core Requirement	Compliant	Bid Rejected
Meets the minimum requirements of the RFP		
Insurance is acceptable by Town		

Step Two – Financial

For each location, all compliant submissions will be ranked from the highest offer for each site to the lowest. This will be weighted the heaviest for all bids that comply. Weighting is shown in the table including in Step Three.

Step Three - Bid Evaluation Process

Each proposal will be evaluated on a points basis, weighted as follows:

Criteria	Indicators	Weight %
Company strengths & experience, team experience and staff qualifications	Ability, capacity, relevant business, qualifications and personnel, resources relating to outdoor food operation. Experience and qualifications relating to successfully performing similar contracts	25
Appearance of cart/truck	Photos, concept, and description.	25
Product Selection/ Menu	Understanding of Town's requirements, types of food and refreshments and healthy	10

	food choices.	
Sustainability	A commitment to using eco-friendly packaging	10
Proposed Fee		30
		Total 100

Points will be awarded for each criteria on a stepped approach wherein the proposal judged best would receive 10 points and the others 8, 6, 4, and 2 respectively according to how they best satisfy the particular criteria. Similarly, fees would also be rated on a stepped basis wherein the Bidder with the highest fee would be awarded 10 points, and the others 8, 6, 4, and 2 points respectively.

After the proposals are received, Town staff will review them. A report and recommendation will be prepared and submitted to Town Council for approval. The successful vendor shall be notified and then prepared to enter into an agreement with the Town by signing the attached Form of Agreement.

FOR INFORMATION ONLY
REGISTER TO BID

FORM OF PROPOSAL

Bidder Name: _____

I/We have reviewed the RFP, including the Terms and Conditions, and Terms of Reference, and hereby offer to pay the Town the following amounts of money in exchange for the right to operate Concession / Rental Services in awarded Town Parks.

Bid Location: Highland Glen Conservation Area

Term	Minimum Amount	Bid Amount
April 15, 2024 – October 15, 2024	\$3,000 for 1 year	\$ _____/year

** Park opening date will be subject to weather conditions*

Bid Location: McEwen Park

Term	Minimum Amount	Bid Amount
April 15, 2024 – October 15, 2024	\$3,000 for 1 year	\$ _____/year

** Park opening date will be subject to weather conditions*

Bid Location: Lakeshore Park

Term	Minimum Amount	Bid Amount
April 15, 2024 – October 15, 2024	\$3,000 for 1 year	\$ _____/year

Bid Location: McKay Park

Term	Minimum Amount	Bid Amount
April 15, 2024 – October 15, 2024	\$3,000 for 1 year	\$ _____/year

Bid Location: Lamreeton Park

Term	Minimum Amount	Bid Amount
April 15, 2024 – October 15, 2024	\$3,000 for 1 year	\$ _____/year

BIDDER'S DECLARATION

- 1) Declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers is attached below, has any interest in this Proposal or in the agreement proposed to be undertaken.
- 2) Further declare that this proposal is without any connection, knowledge, comparison of figures, or arrangements with any other company, firm, or person proposing the same work and is in all respects fair and without collusion or fraud.

- 3) Further declare that no Town of Plympton-Wyoming employee, or member of Town Council and/or their families will become interested directly as a contracting party or otherwise in the performance of the Proposal or in the supplies, work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.
- 4) Further declare that matters stated in the said Proposal are in all respects true.
- 5) Further declare that I/We have examined the Terms of Reference and hereby propose, and offer to agree to provide all of the items mentioned and described or implied therein, including, in every case, freight, duty exchange, and to accept in full payment therefore, the sums calculated per the actual quantities provided, and Unit Prices attached to this Proposal.
- 6) Agree that this offer is to continue to be open for acceptance until a formal agreement is executed with the successful bidder.

Business Name: _____

Vendor Address: _____

City/Postal Code: _____

Contact Name: _____

Contact Telephone Number: _____

Email Address: _____

Signature of Authorized Officer: _____

Registered Business Name: _____

Name of Authorized Officer:
(please print) _____

Note for signing office: By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal or board, to sign on behalf of the above-named organization.

This Form of Proposal shall be included with the RFP submission. Failure to do so will result in immediate disqualification of the submitted Proposal.