



The Corporation of the Township of St. Clair

Request for Proposal Refreshment Vehicles in Township Parkland

Delivery of Submissions:
Closing Date: February 22, 2023
Time of Closing: 12:00 p.m.
Delivery Location: Moore Sports Complex, Attention: Kendall Lindsay Township of St. Clair, 1166 Emily Street, Mooretown, ON, N0N 1M0 Or by email to klindsay@stclairtownship.ca

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Township of St. Clair

Request for Proposal

Refreshment Vehicles in Township Parkland

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DELIVERY OF SUBMISSIONS NOTICE

**ALL PAPER SUBMISSIONS ARE TO
BE DELIVERED TO THE MOORE
SPORTS COMPLEX, ATTN: KENDALL
LINDSAY**

**NO LATER THAN 12:00 p.m. ON THE
22nd DAY OF FEBRUARY 2023**

**ALL ELECTRONIC SUBMISSIONS
ARE TO BE DELIVERED TO
klindsay@stclairtownship.ca NO LATER
THAN 12:00 p.m. ON THE 22 DAY OF
FEBRUARY 2023**

Township of St. Clair
Request for Proposal
Refreshment Vehicles in Township Parkland
INFORMATION TO BIDDERS

General Description

The Corporation of the Township of St. Clair is inviting refreshment truck operators to submit proposals to operate food and beverage trucks within Township Parks at designated locations.

Bid Submission

Proposals shall be properly labeled with Proposal number, sealed in an envelope, and submitted no later than the Closing Date and Time.

Proposals will be received until 12:00 p.m., February 22, 2023. Submissions will be time and date stamped at the Reception Desk, or my email, and shall be the only recognized time piece for the purposes of 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 prior to closing. The Corporation accepts no responsibility for any delays in internal handling or processing which may arise for bids which are not personally delivered to the Reception Desk location. To reduce the risk, where the bid envelope is contained 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" so as to assist in identifying it for internal handling purposes.

Faxed Proposals are not acceptable.

RFP Schedule

Every attempt will be made to meet all dates. The Township of St. Clair reserves the right to modify any or all dates at its sole discretion.

- Closing Date, February 22, 2023, 12:00 p.m.
- Selection of Successful Vendor by end of day February 24, 2023

Cost of Submission

The Township of St. Clair 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 Township of St. Clair reserves the right to reject any or all submissions, as a whole or in parts, and waive formalities as the interests of the Corporation may require, without stating reasons. Submissions which are incomplete, conditional, obscure, 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 a fax or 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 Township of St. Clair, by way of a telephone call or email to a senior official representing the Township.

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All confirmed requests for withdrawal 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 by the day requested.

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

Review of Documents

Vendor must personally study the entire Request for Proposal document as to satisfy himself/herself of 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 responses from any one 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 Township 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 Township 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 Township 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 Township 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 Township of St. Clair.

Termination

The Township reserves the right to terminate the contract 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 Township may terminate the contract after fifteen (15) business days with written notice to the vendor.

Background Check

The Township, at its discretion may perform background checks on any service personnel, and reserves the right to refuse access to buildings or equipment to any personnel or other representatives of the vendor or manufacturer.

Conduct of Vendor Staff

The successful vendor 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 Township shall notify the vendor in writing and the vendor shall not permit such person to continue in any future work arising out of the request for proposal.

Accessibility

The Township 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 Township 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 certifies that all required personnel have or will receive training prior to commencement of work under the contract.

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

Workplace Safety and Insurance Act

The vendor is required to comply with all the regulations of the W.S.I.B. in respect to the contract work and all persons employed on or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the Township, and maintain good standing with the W.S.I.B. throughout the contract period.

Insurance – Liability, Automobile and Non-Owned Automobile Insurance

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

- a) Maintain and keep in force during the term of the contract, Commercial General Liability Insurance protecting the contractor's liability, legal or assumed, under the contract for all claims arising from personal injury, bodily injury, death and damage to property in an amount of \$2,000,000.00 or greater per incident.
- b) Maintain and keep in force during the term of the contract, automobile and non-owned automobile insurance on all vehicles used in connection with the work under this contract. 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 contract, Contractor's contingent liability insurance, covering the liability of the Contractor under this contract in respect to his sub-contractor's same limits as required in Clause (a).
- d) Deposit with the Township, before commencing any work under this contract, 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 Township of St. Clair Clerk, at the Civic Centre, Mooretown Ontario. The certificate shall also show the Township of St. Clair 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, and is in all respects fair and without collusion or fraud and further that no member of Council, officer or employee of the Township has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise on the performance of the said contract.

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 contract. It shall be the obligation of the contractor to keep him or herself informed of these Government Regulations. The vendor shall apply and pay for all Permits and Inspection Fees which may be required under this contract, including the Electrical Safety Authority (ESA).

Lobbying

In order to ensure fairness to all Proponents, the Township must endeavour to prevent unfair advantage created by lobbying. Therefore the Township reserves the right to disqualify, at any time and at its sole discretion, any Proponent 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 a contract between the Township and the Successful Proponent(s). The Township may disqualify a Proponent at any time in the

procurement process, including after the selection process has been completed.

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

- a) Verbal or written communication with or to any Township 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 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 Proponent 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 Township representative or personnel.

Objective

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

Grant of Vending Rights

- a) The license agreement is not intended, nor shall be construed as creating any exclusive arrangement between the vendor and the Township. The Vendor shall not restrict the Township from acquiring similar or equal goods and services from other sources.
- b) Subject to the terms and conditions set forth herein, the Corporation will grant the vendor a non-exclusive license to operate a food vending concession 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 Community Services 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 Township 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 vendor is permitted to operate in the Park during these festival and events in the location as specified in this agreement. The successful vendor shall not be compensated for, or receive compensation from, any food vendor arranged for by the Township and or event organizers during these events.

Term of Agreement

For the two specified locations herein, the agreement shall, unless it is terminated or cancelled pursuant to the provisions of this Proposal, remain in full force and effect from May 1 – October 15 each of the three years 2023, 2024, and 2025.

For any location proposed that is not specified herein, the term may vary by each submission, but shall not be shorter than May 1, 2023 – October 15, 2023.

Agreement

This non-exclusive license agreement is personal to the successful bidder and cannot be assigned or transferred, unless approved by the Township Representative.

Permit, License and Fees

The vendor shall be responsible for the payment of any and all applicable rates, taxes and assessments over and above the proposed amounts payable to the Township, including a refreshment vehicle license from the Office of the Township Clerk, and the vendor shall obtain and pay for all necessary approvals from the Lambton Health Unit, the local Fire Service, and the Building Inspection Department, 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.

Exemptions

The Township may grant special permission to non-profit organizations, ethnic or corporate groups, on special occasions as approved by the Director of Community Services and/or Designate, to enter the Parks and sell food products, be they similar or different than those included in this agreement, as part of their Special Occasion. The vendor shall not be entitled to any compensation as a result of these additional vendors.

Ethics

- 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 Township of St. Clair, other governments and other governmental bodies, while this contract is in force.

Terms of Payment

Only bids suggesting a monthly or 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 page 14.

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

A successful bidder who proposed monthly lease payments shall pay to the Township 100% of the fee on no later than the first day of each month making up part of the agreement.

Locations

There are two specific locations subject to this RFP process and the specific location within the Parks will be subject to approval by the Director of Community Services or their designate. The following two parks are subject to this RFP:

- Guthrie Park, Corunna
- Brander Park, Port Lambton

Bids for other locations will be accepted, but the Township reserves the right to reject any such bid at their discretion, and to negotiate terms for such locations agreeable to both Vendor and the Township.

Facility

Only ground space and access to any existing hydro/electric power will be provided by the Township. Please note that hydro/electric power 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 reserves the right to apply fees accordingly. All costs related to the provision of additional electrical power will be the responsibility of the successful bidder.

All Signage as it related to the Refreshment Truck must be approved by the Director of the Community Services and or Designate. Location and the quantity of Signs must be approved by the Community Services Department prior to installation for temporary signage only (no permanent signage will be permitted).

Portable Refreshment Truck/Vending Unit

The vendor shall operate a refreshment truck/mobile vending unit which shall:

- a) Meet the approval of the Township of St. Clair 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.
- b) Be mobile in nature and shall be removed from the sales location at the close of each business day should the Township deem necessary.
- c) 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 Township.
- d) The portable concession unit shall remain stationary at the designated location specified in this Request for Proposal.
- e) TSSA Safety Compliance Certificate to be provided.
- f) Successful proponents shall meet the Food & Beverage requirements as outlined by Lambton Public Health.

Sanitary Expectations

The Vendor is required to keep their designated area clear of garbage/waste throughout daily operations. The Township 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 successful Vendor. Failure to keep the site in an acceptable condition may result in termination of the Contract.

Number of Vending Units

Only one (1) vending unit will be allowed under this contract. 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 Township. These improvements shall be in accordance with all applicable codes and regulations and shall become the property of the Township at the end of the agreement. The bidder shall receive written approval from the Director of Community Services and/or Designate before proceeding with any proposed improvements. These improvements will be surrendered at the expiry of the Term at no cost to the Township, unless mutually agreed otherwise.

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 this contract and shall be made available upon request for inspection by the Township or its authorized representative.

Location Details and Limitations

Guthrie Park – 237 St. Clair Parkway

This location is open to any food vending options.

This location is at the south side of the north parking lot within Guthrie Park and has both water and electric services available.

Brander Park – 4555 St. Clair Parkway

This location is open to any food vending options.

This location has both water and hydro services available.

Additional Park Locations

Proponents may submit proposals for alternative locations within Township parkland. Township Representatives shall review and decide whether or not the location is suitable for concession services. The Township reserves the right to reject any bid for any location at their discretion.

Proposal Format and Evaluation

Proposal Format

Three complete hardcopies and a digital file (not including Financial Information) of each proposal, signed by the Bidder's authorized representative must be received.

One Separate sealed Envelope containing any Financial Information including the Form of Proposal and Price Schedule. Any submissions including pricing information in the main proposal may be subject to automatic rejection.

The Bidder who puts forth the proposal will have them signed by an official authorized to bind the Proponent 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 Proponent.

Fax Proposals are not acceptable.

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The following information shall be provided to describe the type of information which is expected to be in each of the sections listed above. It is not the intention to discourage creativity on the part of the bidder. It is however, very important for the Proposal reviewers to be able to compare like types of material from among the various bidders.

If desired, documents may be attached to the Proposal which substantiates the Proposal claims. However, if there are references to these support documents, then the precise page number, section number and title must be specified so that it can easily be found and referred to. All referenced support material shall be submitted in the quantities indicated so that all evaluators have access to all supporting documents.

Vendor Information

- Company History
- Personnel
- References

Service Hours of Operation

- Days and Hours of Planned Operation
- Goods and Products to be offered

Equipment Information

- Details of Vending Equipment
- TSSA Approval

Entire Proposal submissions are to be placed in a sealed envelope (package) containing the additional sealed envelope of Financial Information indicated as such with the submitting proponent's name clearly evident and addressed to the Director of Community Services at the address noted below:

Moore Sports Complex, 1166 Emily Street, Mooretown ON, N0N 1M0

Evaluation Criteria

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

Step One – Core Requirements

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

This table will be completed by the Township of St. Clair Evaluation team during Step One of the process.

Core Requirement	Compliant	Bid Rejected
Proposal meets the minimum requirements of the RFP		
Insurance is acceptable by Township provider		

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 with Step One.

Bid Evaluation Process

The objective of this section is to describe the criteria in the selection of a bidder with which the Township would:

- a) Enter into a contract for the goods or services identified in the invitation to bid; or,
- b) Commence the negotiation process for a contract.

The following process will apply:

- a) Scrutiny of the bid submissions relative to compliance with the requirements of the Request for Proposal, such as signed forms, schedules, meeting technical specifications.
- b) Elimination of bids not meeting the fundamental requirements stated above, as well as elimination of bids not received on time.
- c) Elimination of bids from contractors and vendors where that contract, vendor, or its principals have been, or currently are, involved in litigation with the Township of St. Clair, other than a claim for property damage or personal injury, where that litigation impacts upon the ability of the parties to further engage in reasonable business relations.
- d) Evaluation of the merits of all compliant bids. The evaluation will consider financial and technical merits, vendor/contractor reputation based on past performance with the Township of St. Clair and with other municipalities, initial costs, ongoing maintenance costs and overall cost effectiveness over the long term.

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Submission Forms

Bidder Name: _____

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

Bid Location: Guthrie Park (south side of north parking lot)

Term	Minimum Amount	Bid Amount
May 1, 2023 – October 15, 2023 May 1, 2024 – October 15, 2024 May 1, 2025 – October 15, 2025	\$3000/year for 3 years	\$

Bid Location: Brander Park (north side of parking lot)

Term	Minimum Amount	Bid Amount
May 1 2023 – October 15, 2023 May 1, 2024 – October 15, 2024 May 1, 2025 – October 15, 2025	\$3000/year for 3 years	\$

Bid Location: _____

Term	Minimum Amount	Bid Amount
_____ (Minimum term of one year May 1, 2023 – October 15, 2023)	\$	\$

Successful bidders can choose to pay the awarded amount in one payment or in instalments agreed to by a representative of the Township of St. Clair.

Bidder's Declaration

- 1) Declare that no person, firm or corporation other than the one who's signature or the signature of whose proper officers is attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.
- 2) Further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.
- 3) Further declare that no Township of St. Clair employee, or Member of Township Council and their families is, or will become interested directly as a contracting party or otherwise or in the performance of the Contract 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 the several 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 enter into a contract 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 in accordance with the actual quantities provided, and Unit Prices attached to this Proposal.
- 6) Agree that this offer is to continue open for acceptance until a formal contract is executed to the successful Bidder.

Business Name: _____

Proponent Address: _____

City/Postal Code: _____

Contact Name: _____

Contact Telephone Number: _____

Email Address: _____

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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.

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Vendor's Experience Form

Please attach any relevant experience with the Township of St. Clair or other municipalities.