



COMMONWEALTH OF MASSACHUSETTS  
 DEPARTMENT OF CONSERVATION AND RECREATION  
 REQUEST FOR PROPOSALS FOR  
 THE OPERATIONAL OPPORTUNITY AT BLUE HILLS RIVER ROAD, CANTON  
 RFP # DCR 2024 700

- I. INTRODUCTION .....3
- II. DESCRIPTION OF THE PREMISES AND APPLICABLE INFORMATION.....4
  - General Information.....4
- III. PROPOSAL PROCESS AND SCHEDULE .....5
- IV. SUBMISSION REQUIREMENTS FOR PROPOSAL .....6
  - a. Qualifications.....6
  - b. Mandates.....7
  - c. Description of Entity and Related Experience.....7
  - d. Description of Services to be Provided to the Public .....8
  - e. Financial and Budget Information .....8
  - f. Compensation to the Commonwealth.....9
- G. Evaluation Criteria and Rule for Award.....9
- V. Submission Checklist.....11
  - Attachment A - Premises Maps, Photos .....13
  - Attachment B - Certificate of Tax Compliance.....16
  - Attachment C - MASSACHUSETT FORM W-9.....16
  - Attachment D - Proposal Submission Form and Site Visit Sign Off.....17
  - Attachment E- Draft Permit Agreement .....19

Attachment F – CONSTRUCTION GUIDE .....31  
Attachment G – Disclosures DCR.....35  
Attachment H – Governor’s Executive Order 619 (Plastic Bottles).....36

## I. INTRODUCTION

The Massachusetts Department of Conservation and Recreation (hereinafter “DCR”), in accordance with Mass. Gen. Laws c. 132A §§ 2D and 7, c. 92, §§ 33, 37; the rules and regulations promulgated thereunder, including those under Titles 302, 304 and 350 of the Code of Massachusetts Regulations, as amended, and all other applicable and enabling powers, is offering (2) two opportunities to, and seeking proposals from, qualified individuals, corporations or other business entities, whether for-profit or non-profit (hereinafter “Proposer(s)”) for the **1<sup>st</sup> Opportunity and Area is to operate, manage and maintain the area with possibilities of a farm, food or other related services at the following existing location (“Location 1”). The 2<sup>nd</sup> Opportunity and Area is to operate, manage and maintain a skills-based educational program at the following existing location (“Location 2”).**

### **Opportunity and Area #1**

**11 Blue Hills River Road, Canton- minimum proposal amount \$6,000.00 per year.**

In accordance with this Request for Proposals (“RFP”).

The terms for the use authorized herein may be for a period of five (5) consecutive seasons or years for farm, food or other related services, commencing in 2024. The successful Proposer(s) shall be required to execute a revocable license in the form of a permit attached as Exhibit E. Permits issued by the Commissioner of DCR to Permittees are not leases or commercial rental agreements.

The successful Proposer shall, at a minimum, provide to the public an organized, accountable, efficient, safe, clean and professionally staffed and maintained operation. Operation may commence upon receipt of a fully executed Permit listed as Exhibit E and submission of all required items to DCR (proof of insurance, etc.). Such additional sales or service to the public within DCR Parks will require additional written approvals from DCR and such other licensing authorities as may be required by law. Renovation and installation of necessary equipment will be subject to additional approvals from DCR and other applicable authorities (e.g., state and local building authorities) and will be the responsibility of the Permittee to design, fund and complete. The Location is offered “as is.” Permittee may not always be the exclusive provider for park users or for DCR Special Events held at the nearest park. Any special events hosted by the Permittee under this RFP for third party groups shall be additionally permitted through DCR’s External Affairs Department, Special Use (Special Event) Permitting unit.

If food is provided or sold, DCR is committed to ensuring that a variety of food and drink options including “healthy options (i.e., according to the USDA: foods or items that are low in fat and saturated fat and that contain limited amounts of cholesterol and sodium. If it is a single-item food, it must also provide at least 10 percent of one or more of vitamins A or C, iron, calcium, protein, or fiber) are offered through its permitted concessions to enhance the experience of park visitors and to promote healthy lifestyles. Responses to this RFP should clearly demonstrate that products sold under the awarded permits will be of good value and high quality (safe, attractive, and reflect a range of price points) at all times.

### **Opportunity and Area #2**

**11 Blue Hills River Road, Canton- minimum proposal amount \$6,000.00 per year.**

In accordance with this Request For Proposals (“RFP”).

The terms for the use authorized herein may be for a period of five (5) consecutive seasons or years for a skills-based education program, commencing in 2024. The successful Proposer(s) shall be required to execute a

revocable license in the form of a permit attached as Exhibit E. Permits issued by the Commissioner of DCR to Permittees are not leases or commercial rental agreements.

The successful Proposer shall, at a minimum, provide to the public an organized, accountable, efficient, safe, clean and professionally staffed and maintained operation. Operation may commence upon receipt of a fully executed Permit listed as Exhibit E and submission of all required items to DCR (proof of insurance, first year permit fee, etc.). Such additional sales or service to the public within DCR Parks will require additional written approvals from DCR and such other licensing authorities as may be required by law. Renovation and installation of necessary equipment will be subject to additional approvals from DCR and other applicable authorities (e.g., state and local building authorities) and will be the responsibility of the Permittee to design, fund and complete. The Location is offered “as is.” Permittee may not always be the exclusive provider for park users or for DCR Special Events held at the nearest park. Any special events hosted by the Permittee under this RFP for third party groups shall be additionally permitted through DCR’s External Affairs Department, Special Use (Special Event) Permitting unit.

## **II. DESCRIPTION OF THE PREMISES AND APPLICABLE INFORMATION**

### ***General Information***

All questions concerning this RFP, the concession locations, etc., should be addressed to [dcr.permits@mass.gov](mailto:dcr.permits@mass.gov). The Blue Hills Road location will be hereinafter referred to as the “Location” or the “Premises.” Minimum proposal information if any for the Location is listed below.

Proposers will be required to assess their need for equipment, as well as the proper maintenance, storage and removal of such equipment, considering other uses and users of the park and buildings. Proposers should consider the security of such equipment and stored items. DCR will not be responsible for damaged or stolen merchandise or equipment. DCR provides only the location and does not guarantee the status or usability of any existing building or storage areas. No equipment (e.g., cash registers, counters, screens, signs) is provided by DCR.

Permittee shall comply with all reasonable requests of authorized DCR staff concerning concession operations, including, but not limited to, access by delivery or other vehicles, onsite storage, and trash receptacle placement. All proposals shall be deemed to have been made with full knowledge and understanding of the existing Premises conditions. Proposers are required to obtain their own market and valuation information and should not only rely on prior sales information.

### **Customer Service Expectations**

DCR is offering the existing Location with a flexible operation schedule depending upon the operation. Partial daily schedules are not acceptable without a business justification, pre-approval in writing, and notice to the public. Closures during the Operating Season are not acceptable except for extreme weather conditions. Permittees are expected to staff these locations with reliable, knowledgeable staff members who will serve a diverse clientele with unfailing courtesy at all times. Permittee shall call on appropriate DCR staff, Park Rangers or law enforcement personnel to deal with any inappropriate behavior or activity in the park and shall not handle such matters themselves. Failure to follow this requirement may result in termination of a Permittee’s license. Permittee shall not offer discounts or free items to any DCR staff, manager or contractor. Failure to follow this requirement may result in termination of a Permittee’s license. Food safety and health compliance is the responsibility of the Permittee at all times. Local food, state building and other authorized inspectors must be allowed to inspect concession operations at all times.

### III. PROPOSAL PROCESS

#### Overview

A Site Visit prior to submission of a proposal is required. Proposers' questions must be submitted in writing. Answers to the questions will be posted to the DCR's Interested Parties List. Proposals must be submitted to DCR in Boston by the date and time specified herein. Proposals received will be evaluated by a panel of DCR staff. Interviews may be held or questions to Proposers may be posed in person, by phone or electronically to Proposers by the DCR evaluation team. The panel will recommend to the Commissioner acceptance of one or more proposals based upon the results of its evaluation of competitive and qualifying proposals. Upon final approval of the Commissioner, Proposers will be required to send in initial fees or portions thereof, certificates of insurance, and other documents. Upon receipt of all required items a Permit (Exhibit E) will be issued to each selected Proposer and must be signed by the Proposer. Should the winning Proposer(s) fail to meet the requirements of the RFP or any other related DCR requirements, DCR may make an award to the next available proposer or withdraw the opportunity altogether. The decision of the Commissioner is final.

#### Site Visits

A visit to the Premises is MANDATORY. If Proposers do not attend the scheduled site visits, they must arrange a date and time for a visit with DCR staff by sending an email to [dcr.permits@mass.gov](mailto:dcr.permits@mass.gov). All Proposers must prove and certify that they have visited the site by obtaining and submitting with their proposal a DCR staff signature on the Site Visit Sign-off form in Attachment D attached to this RFP. All proposals shall be deemed to be made with full knowledge and understanding of the existing Premises conditions. Site Visits should be completed before questions from proposers are due.

#### Questions During the Proposal Period

All Proposer questions must be submitted in writing. Written questions must be received by the date listed in the RFP Schedule and sent:

By E-mail: [dcr.permits@mass.gov](mailto:dcr.permits@mass.gov)

To ensure fair public notice to all prospective Proposers, DCR staff will reply to the questions and inquiries in writing to be posted and e-mailed to the interested parties list. If you are not on the interested parties list, please send a request to [dcr.permits@mass.gov](mailto:dcr.permits@mass.gov). No answers to procedural or substantive questions will be provided in person or by telephone.

#### Proposer Qualifications and Mandated Items

All Proposers must meet the criteria set forth in the sections below in order to submit a proposal for evaluation. The Proposal Submission Form attached must also be submitted with each proposal for consideration. A proposal submitted without these items and information or submitted late will not be considered, **and may be automatically rejected.**

#### Presentations and Interviews

Following a review of the submitted mandated items and proposals that are timely and otherwise properly submitted, DCR may conduct interviews with proposers or send questions. Interviews may be held by teleconference (via phone and/or internet) but in-person is preferred. The purpose of any interview or question will be to clarify proposals and evaluate the qualities, expertise and operational concepts of the Proposer's proposal. No additional proposal material will be accepted at interviews.

**RFP Proposal Schedule – SUBJECT TO CHANGE**

For this RFP for amendments, questions and answers, and changes to the RFP documents or schedule will be posted to the DCR Interested Parties List. If you are not on the list please send a request to <a href="mailto:dcr.permits@mass.gov">dcr.permits@mass.gov</a>	
Pre-Proposal Site Visits for existing location must be completed by	All visits should be completed by November 29, 2024 Appointments for site visits must be set with DCR Office of Long Term Permits and Leases staff (DCR.Permits@mass.gov)
Written questions must be received (No more than 4 per proposer)	By 4 p.m. November 1, 2024
Answers to questions will be posted	November 8, 2024
<b>Proposal packages due to DCR via e-mail at <a href="mailto:dcr.permits@mass.gov">dcr.permits@mass.gov</a></b>	By 4 p.m. December 2, 2024
Interviews, if any, will be held	Week of December 9-13
Proposal Evaluation Period ends and Recommendation to Commissioner	By December 13, 2024
NOTE: Deposits and Insurance Certificates will be due within ten (10) business days after notice to apparent winning proposers	TBD
Finalized Permit and Placard will be issued	TBD

**Correcting, Modifying or Withdrawing Proposals**

Proposal documents may be corrected, modified or withdrawn at any time prior to the proposal due date, when the proposal packages will be opened at DCR. Modifications should be submitted in writing, sealed and marked in the same manner as the original proposal package.

**IV. SUBMISSION REQUIREMENTS FOR PROPOSAL**

All proposers must submit a Proposal Submission form attached to this RFP as Attachment D, along with all other required proposal documents and information. All proposals shall be in English, in writing, in a legible format and shall present in clear and sufficient detail the information requested in the following sections of this RFP:

- a. Qualifications;
- b. Mandates;
- c. Description of Entity and Related Experience;
- d. Description of Services to be Provided;
- e. Financial, Rate and Budget Information; and
- f. Compensation to DCR.

***a. Qualifications***

The following information must be presented by **all** Proposers. Failure to provide this information may disqualify your proposal.

1. Proposer must show that it has used, operated, maintained or managed a business or non-profit and property such as the proposed locations for three (3) or more years within the last ten (10) years.

2. Proposer must show it has sufficient equipment and/or contracts to obtain and maintain all the equipment and run the proposed locations on the entire Premises.
3. Proposer must provide a detailed list of any current or past contracts for related or similar operations or management of a similar business and or property, with any private, municipal or state entity within the last five (5) years. Please include years, basic and current contact information for the owner of the property or business, and estimated contract or monthly or annual budget value.
4. Proposer must show that it has reliable and professional accounting support either internally or externally. Correspondence from an entity's accountant, CPA, or bookkeeping company may be sufficient to show such support.
5. Proposer must list any lawsuits, administrative hearings, or other legal proceedings for or related to its business or its property management of similar properties in which proposer has been either a party or participant within the last five (5) years. Please include resolution information.
6. Proposer may not have any unresolved outstanding payments due to the Commonwealth and DCR, and must demonstrate a good payment history in any prior dealings with the Commonwealth and DCR and its creditors.

### ***b. Mandates***

Failure to submit the following mandated items may result in DCR's immediate and automatic rejection of a proposal.

1. A Completed and signed Certificate of Compliance with State Tax Laws and with Unemployment Compensation Contribution Requirements (Attachment B hereto); and
2. A Completed and signed 2009 Massachusetts Substitute W-9 Form (use only the form attached to this RFP as Attachment C); and
3. Documentation from an insurance company or properly licensed broker, authorized to conduct business within the Commonwealth (per the Massachusetts Division of Insurance), specifying that the Proposer is qualified to meet and obtain the insurance according to the requirements specified herein (see Exhibit E to the Permit attached to this RFP); and
4. Proof and acknowledgement of a Site Visit and completion of the Proposal Submission Form attached to this RFP; and.
5. A written description of the services to be offered to the public, if any, including actual menus and/or sales items and price lists that reflect a variety of food and beverage choices, healthy options, and range of prices; and
6. Planned hours of operation and staffing for normal everyday operations and for special events; and
7. Compensation to the Commonwealth as consideration as detailed in Section D below.

Proposers should provide information responsive to the sub-sections below to obtain points. Proposers will be evaluated on the quality of the information provided.

### ***c. Description of Entity and Related Experience***

1. A complete written description and history of the Proposer. This may include additional information not included in the qualifications or mandates section above.
2. A list of the names and addresses of all principals or managers who have more than a one percent (1%) financial interest in the business entity and/or list of board of directors and managers for a non-profit. Please include the resumes or CVs of all principals and managers. Principals and managers should provide



demonstrated proof of experience of at least three (3) years in the operation and management of this type of property and business.

3. An “organizational chart,” preferably in a “tree” form detailing the chain of command of the management and operating personnel of the company and the proposed operation at the Premises and a list and explanation of job descriptions for all anticipated operating personnel; a list of proposed staff positions at this location including experience of staff and history with the company if applicable. No names of actual staff are required at this time.

#### ***d. Description of Services to be Provided to the Public***

1. Any additional information concerning the services to be offered, including all service operations (e.g. sub-licensees, modes of service, associated services, merchandise, sales, event programming, or other revenue-generating operations) planned in the future for the Premises.
2. A written statement further demonstrating the types and quality of food and beverage choices that will be offered and that the same quality of said items will be provided to the public throughout the entire term of the permit (if being offered).
3. A written description of the overall vision of the operation and how it will enhance the visitors’ experience (part 1); multiple interior and exterior plans, descriptions or photographs of any and all services demonstrating appropriateness for the park environment (part 2); and plans for satisfactory sanitary conditions for the concession (part 3).
4. Complete written description of maintenance, general operations, safety, staffing, training, and financial management plans including:
  - a. The proposed use of the Premises using sketches or diagrams or photos and including any structural additions, layout changes, signage, and cleaning plans, including any parking area uses or improvements, as well as proposed season of operation, proposed hours of operation.
  - b. Proposer’s planned marketing, outreach, discount programs, if any, etc.
  - c. Proposer’s auditable sales and accounting plans for the Premises including:
    - i. Sales plan, including detailed price lists, for the Premises (if applicable); and
    - ii. A plan for the prevention of fraud, waste, theft, and abuse by staff, patrons or other third parties.
  - d. A description of equipment or contracts for any equipment (food, beverage dispensers, refrigerators, etc.) to be operated on the Premises and any proposed operational system, including repair or service contracts for Proposer’s equipment, if any.
  - e. Hourly/daily staffing contingency coverage plans, including emergency plans for handling customer safety, accidents, other incidents, damage claims, communications, etc.
  - f. Safety and security plans for the Premises, patrons and staff, other park visitors, and the general public, emergency and daily operations protocols, etc.
  - g. Proposer must provide Porta Potty Toilets, and their plan should at a minimum include (3) three separate, one for men, one for women and one handicapped accessible. Their placement should be denoted on your plan in the proposal.
  - h. Proposers should provide a dumpster which should be placed next to the DCR Dumpster on site. Please provide placement of this and description in your proposal.

#### ***e. Financial and Budget Information***

1. A pro forma statement of operation revenue estimates, expenses and costs, and profit. Proposers shall prepare and submit a pro forma statement for operation of the Premises that includes:



Projected revenues estimated yearly for up to five (5) seasons, commencing in 2024.

A statement of projected expenses and costs should include the following categories:

- a) General and administrative expenses including: Food cost, beverage cost, advertising, payroll, insurance, kitchen equipment costs, permits and licenses, supplies, proposer equipment repairs, and all other forms of overhead;
- b) Health and other insurance;
- c) Salary and wages of all staff, including a breakdown of hourly wages for all staff (full- and part-time), other wages, salaries, benefits, holiday, vacation and sick pay; wages or rates for on call personnel and weekend management and staffing (as deemed necessary);
- d) Where required, construction and permitting expenses; and
- e) All management, accounting and administrative services and costs.

The pro forma and proposal shall include and explain Proposer's estimate of profit and any other fees, service charges, etc.

- 2. Financial statements for the Proposer's business for the last two (2) years prepared by a Certified Public Accountant, including profit and loss statements, balance sheets and cash flows or signed and filed federal and state tax returns for the last two (2) years along with cash flows, profit and loss statements for the Proposer's business.
- 3. Written evidence (i.e., letters, on letterhead) of Proposers' positive and timely payment history. Said letters must reference payment histories for the Proposers' business from the last one to three (1-3) seasons. Said letters must be from actual payees who can be contacted. These letters can be in addition to any other reference letters or a credit history.
- 4. Whether a non-profit or commercial organization, the Proposer should have their filings up to date with the Massachusetts Secretary of State and/or Massachusetts Attorney General Division of Charities. While Proposer's filings need to be up to date, Proposer should provide the latest copies of either.

***f. Compensation to the Commonwealth***

- 1. Proposals which do not meet any specified minimum fee requirements will automatically be disqualified and rejected. Proposers should not overestimate the amount of revenue to be generated and the share payable to DCR.
- 2. The proposed fee and compensation to DCR should be filled out in the Submission Form Attachment D.
- 3. Proposals should include any improvements made to DCR property and/or buildings, facilities or area the potential Permittee plans to use for operation.

***G. Evaluation Criteria and Rule for Award***

DCR will select the responsive and responsible Proposer(s) submitting the most advantageous proposal(s), taking into consideration all quality requirements and comparative criteria as set forth in this RFP including compensation offered. The numerical point system described below will be used by DCR evaluators in reviewing comparative criteria among the proposals.

Qualifications and Mandates	Per Section IV a and b above	NO POINTS;
-----------------------------	------------------------------	------------

		All Items must be Provided
Other Criteria		Range of Points
Description of Entity and Experience	Per Section IV c above	0-20
Description of Services	Per Section IV d above	0-30
Financial and Budget Information	Per Section IV e above	0-20
Compensation	Per Section IV f above	0-30
Interviews	Per Section I above	NO POINTS
<i>Total Possible Points</i>		100

## **V. Submission Checklist**

- 1) Proposal (Containing the information in Requirements A-F);
- 2) Signed Certificate of Tax Compliance (Attachment B);
- 3) Signed W9 (Attachment C);
- 4) Signed Proposal Submission Form and Site Visit Sign Off (Attachment D)

Proposals must be forwarded to:

**dcr.permits@mass.gov**

**Proposals must be received at the above address no later than:  
4:00 p.m. December 2, 2024**

**Any proposal received after this time will be automatically rejected**

**ATTACHMENTS TO THE RFP:**

- **Attachment A – Premises Maps, and Photos**
- **Attachment B – Certificate Of Tax Compliance**
- **Attachment C -- 2009 Mass Substitute Form W-9**
- **Attachment D – Proposal Submission Form and Site Visit Sign Off**
  - **Attachment E – Draft Special Use Permit Agreement**
    - **Attachment F – Construction Guide**
      - **Attachment G – Disclosures**
- **Attachment H – Governor’s Executive Order 619 (Plastic Water Bottles)**

***Attachment A - Premises Maps, Photos***

11 Blue Hills Road





*Attachment B - Certificate of Tax Compliance*

**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND WITH UNEMPLOYMENT  
COMPENSATION CONTRIBUTION REQUIREMENTS**

Pursuant to Mass. Gen. Laws c. 62C, §49A and c. 151A §19A, I, \_\_\_\_\_

\_\_\_\_\_, authorized signatory for

\_\_\_\_\_ whose principal place of business is at

\_\_\_\_\_

\_\_\_\_\_

do hereby certify, under penalties of perjury, that \_\_\_\_\_

has, filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

\_\_\_\_\_.

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



# Attachment C - MASSACHUSETT FORM W-9

**Form W-9**  
(Massachusetts Substitute W-9 Form)  
Rev. April 2009

## Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

**Name** (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

**Business name**, if different from above. (See Specific Instruction on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other

**Legal Address:** number, street, and apt. or suite no. **Remittance Address:** if different from legal address number, street, and apt. or suite no.

**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.  
*Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

**Social security number**

□□□-□□-□□□□

OR

**Employer identification number**

□□-□□□□□□

**DUNS**

□□□□□□□□

**Vendors:**  
Dunn and Bradstreet Universal Numbering System (DUNS)

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No  Yes  If yes, in compliance with the State Ethics Commission requirements.

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

**Sign Here** Authorized Signature  Date

**Purpose of Form**

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Abuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form MA- W-9 (Rev. April 2009)

**Attachment D - Proposal Submission Form and Site Visit Sign Off**

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF CONSERVATION AND RECREATION  
REQUEST FOR PROPOSALS FOR  
THE OPERATION AT BLUE HILLS ROAD, MILTON, MA  
PROPOSAL SUBMISSION FORM - SITE VISIT SIGN OFF  
(one per location)**

TO: Department of Conservation and Recreation  
Office of Long Term Permits & Leases, ATTN: Manager  
251 Causeway St., Ste. 600, Boston, MA 02114-2119  
RE: DCR RFP 2024 -700

I, \_\_\_\_\_ (Proposer) acknowledge receipt of the DCR’s Request for Proposals for Request for Proposals for operation of fixed food concessions at the locations listed below and submit the following proposal in response thereto:

**A. Compensation**

LOCATION:

<i>Operating Year/Season (May to October minimum season)</i>	<i>Minimum fee to DCR</i>	<i>Additional proposal amount if any</i>	<i>Projected Expenses, costs, profit, etc.</i>
2025			Attach a pro-forma or proposed budget
2026			
2027			
2028			
2029			

Any additional consideration, requirements, improvements during permitted term to be considered? If so attach additional sheet with further detailed information.

**B. References**

Along with actual reference letters, please fill out the chart below, or attach a separate sheet.

<i>Name/ Company</i>	<i>Contact Person and Title</i>	<i>Contact Info (telephone, e-mail)</i>	<i>Relationship/type of contract</i>	<i>Years</i>	<i>Estimated Contract Value</i>

--	--	--	--	--	--

C. The Proposer acknowledges that it has read, understood, and agrees to be bound by, all of the foregoing terms and conditions set forth in this RFP and any amendments, in its entirety.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of individual submitting proposal

\_\_\_\_\_  
Printed Name and Title:

***D. Site Visit Verification***

A Site Visit prior to proposal submission is mandatory. If Proposers cannot attend on the scheduled date, they must arrange an alternate date and time with local DCR staff. All proposals shall be deemed to have been made with full knowledge and understanding of the existing Premises conditions.

<b>SITE INSPECTION VERIFICATION</b>	
I _____, Proposer, visited _____ on _____, 2024.	
<b>DCR Staff:</b> _____	
Name	Signature
Title: _____	Time/Date : _____

**Attachment E- Draft Permit Agreement**

(subject to change by DCR, for reference purposes only, **do not** send this Draft Permit back with your proposal)

**Permit  
PERMITTEE**

a. Official Name of Permittee: \_\_\_\_\_

b. Permittee Address: \_\_\_\_\_

c. Permittee Type:     Corporation     LLC     Sole Proprietor; Individual

Other: \_\_\_\_\_

For Profit

Non-Profit

d. Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

**TERM**

a. Start Date: \_\_\_\_\_

b. End Date: \_\_\_\_\_

**FEE**

a. Permittee shall pay \_\_\_\_\_ (\$ \_\_\_\_\_) each season by April 1<sup>st</sup>.

b. DCR shall endeavor to bill the Permittee by invoice for each payment and each invoice shall be paid within thirty (30) days of the invoice date. However, **whether or not an invoice is issued, the Permittee is liable for the payment of the fee.**

c. Payments shall be sent directly to the address on the invoice or, if no invoice is received, to:

Commonwealth of MA/DCR  
Department of Conservation and Recreation  
RE: Operation  
PO Box 411108  
Boston, MA 02241-9187

Please direct any questions or concerns regarding payment to Revenue Director: Office:  
617-626-1250; E-Mail: [dcrrevenue@mass.gov](mailto:dcrrevenue@mass.gov).

- d. Any nonpayment shall be a material breach and cause for termination of this Permit, pursuant of remedies by the Commonwealth of Massachusetts and DCR consistent with the Termination provisions herein.

This Non-Exclusive Revocable Permit is hereby issued by the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation (hereinafter “DCR”), having a principal place of business at 10 Park Plaza 6<sup>th</sup> Floor, Boston, Massachusetts 02116, to the Permittee above. The DCR and the Permittee are each referred to as a Party to this Permit and are collectively referred to as the Parties to this Permit.

WHEREAS the DCR has the authority to issue a Permit pursuant to Massachusetts General Laws Chapter 92 §§ 33 and 37, Chapter 132A §§ 2D & 7, and the rules and regulations promulgated thereunder, including Titles 302, 304 and 350 of the Code of Massachusetts Regulations and all other powers enabling, as applicable; and

WHEREAS, the Facility listed above and as described in Exhibit A, attached hereto and incorporated by reference (hereinafter the “Premises”), is in the care, custody and control of the Commonwealth of Massachusetts, Department of Conservation and Recreation, and

WHEREAS the Permittee desires to use the Premises for the concession purposes described in Exhibit \_\_\_\_, attached hereto and incorporated by reference, and

NOW, THEREFORE, DCR hereby grants to the Permittee, non-exclusive use of the Premises subject to the conditions herein, for such concession purposes within this Permit.

#### 1. OPERATING SEASON

The Permittee shall operate the Premises

---

---

---

#### 2. CONDITION OF PREMISES

- a. The Permittee acknowledges that it has made an inspection of the Premises and that the Premises is in a satisfactory condition, suitable for the purposes of this Permit in its existing condition, and that it has not relied upon representations or statements of the DCR, its officers, employees or agents with respect to these conditions. The Permittee expressly agrees that the DCR has no obligation to make any alterations, repairs, additions, or improvements to the Premises, unless otherwise specified herein.
- b. Other than required major repairs for occupancy (i.e., repairs to flooring, stairs, walls, roofs, other major and/or essential equipment) by the Massachusetts Department of Public Safety or local building inspectors, the Permittee expressly agrees that the DCR has no obligation to make any ordinary and everyday maintenance, alterations or repairs.
- c. The Permittee shall be responsible for all cleaning, litter pick up, off-site trash removal within a reasonable radius of the Premises determined by the Facility Supervisor, housekeeping and sanitation, related to its use and shall maintain high standards for these tasks at all times in all areas of the Premises, in accordance with all applicable laws and

regulations, and to the satisfaction of the Facility Supervisor. The Permittee shall provide appropriately sized recycling bins for its staff and customers. DCR shall have the right to inspect the level, frequency and competency of housekeeping and sanitation being performed at, on and within the Premises any time without prior notice.

### 3. COMPLIANCE WITH LAWS

- a. The Permittee shall comply with all federal, state, local and other governmental statutes, regulations and ordinances affecting the Premises and the Permittee's activities thereon and shall cause its employees, contractors and agents to do the same, including, but not limited to, ensuring that all such employees, contractors and agents that shall be serving food to the public be "Serve Safe" certified and trained in allergen awareness.
- b. The Permittee shall arrange for inspections by local health officials, utilities engineers, building inspectors and others as may be required.
- c. If the Permittee is notified by any regulatory agency having authority over the Premises that the Permittee's operations are in violation of an applicable rule, regulation or statute, the Permittee shall take immediate action to cure said violations. If the Permittee fails to take prompt remedial measures, the DCR may suspend or terminate the Permittee's operations on all or any part of the Premises.

### 4. PROGRAMMING, PRODUCTS & SERVICES; PRICING

- a. The Permittee shall provide, to DCR Long Term Permits and Leases, a full list of products and programs to be offered to the general public on the Premises, including but not limited to: food, beverages and other regularly scheduled offerings.
- b. The DCR shall have the right to object to products or the character of service or particular scope of deliverance. If the Permittee wishes to provide any new product, service or new particular scope or type of deliverance, it shall submit a non-electronic written request for prior approval from the DCR Commissioner. In approving or denying said request, the DCR shall take into consideration the public's best interest. Rate sheets and pricing changes should be furnished to DCR Long Term Permits and Leases prior to the beginning of each fiscal year.
- c. The Permittee shall recognize the interest of the DCR in assuring that consistently high-quality services and merchandise are available to the public at reasonable prices. Pricing shall not exceed average prices for like goods and services and is subject to the approval and oversight of the DCR.
- d. Fees, rates, additional charges and discount details must be made clear to patrons in all signage. Any discount rate and validation agreements with third parties should be submitted to DCR for prior approval. Permittee shall post notice of any changes to fees, rates, charges and discounts for patrons and provide DCR with such information prior to instituting new fees, rates, or charges.

### 5. EQUIPMENT MAINTENANCE AND REPAIR; LEASED EQUIPMENT

- a. Any and all equipment and structures on the Premises used by the Permittee to perform the activities authorized by this Permit shall be maintained in good operable condition by the Permittee. All such equipment shall be cleaned, tested and repaired by the Permittee, at its sole expense.

- b. Any damage to any structure on the Premises or surrounding area caused by the installation or removal of equipment by the Permittee shall be repaired to a condition satisfactory to the DCR at the Permittee's sole expense.
- c. The Permittee shall identify and notify DCR of any leased equipment to be used on the Premises prior to the execution of the Permit or whenever acquired by Permittee. The Permittee shall be solely responsible for any obligations under any leases. Equipment shall be described in detail that includes brand name, type of equipment and serial number, if applicable. At the termination of this Permit, it will be Permittee's responsibility to fulfill any remaining obligations under the lease arrangement.
- d. Vending machines shall not be allowed on the property without written approval from DCR and any and all agreements between the Permittee and any vending machine operator shall be provided to DCR Long Term Permits and Leases. If allowed, they shall be operable whenever the Premises are open to the public. The Permittee shall be solely responsible for the installation and maintenance (cleaning, filling, repairs, etc.) of the machines.
- e. Any equipment that is affixed in a permanent manner to a wall, ceiling, or in or on the grounds of the Premises (e.g. plumbing fixtures, sinks, hard-wired appliances, built-in refrigeration equipment, or exhaust, fume, and fire suppression systems, poles, awnings, fences, etc.) shall become the property of the Commonwealth unless otherwise agreed in writing by the Parties.

#### 6. PERMITTEE'S STAFF

- a. The Permittee shall staff the Premises with qualified, competent staff and/or volunteers, in sufficient numbers to provide an efficient service to the public. The Permittee's employees shall be able to communicate clearly and effectively with the public. Permittee shall be responsible for ensuring that its employees are authorized to work in the Commonwealth. The Permittee shall be responsible for performing any background checks such as Criminal Offender Record Information and Sex Offender Registry Information checks for its employees. DCR will not collect this information.
- b. The Permittee shall ensure that its employees are aware of and comply with Permittee's standard operating procedures and risk management guidelines. Said operating procedures shall include, but not be limited to, requiring that at least one senior management employee is physically present at the Premises during Permittee's operations.

#### 7. CONSTRUCTION ON THE PREMISES

- a. Any proposed improvements, modifications, or build-out of the Premises shall be subject to written pre-approval by the DCR Commissioner. Prior to the commencement of any renovation, rehabilitation or construction work on or to the Premises, including improvements, modifications or build-outs, the Permittee shall apply for and obtain an approved DCR Construction and Access Permit (hereinafter "CAP"), submitting with the application all relevant plans, specifications, etc. about the proposed work and any additional information requested by DCR Planning and Engineering staff.
- b. All design and construction costs incurred (including but not limited to local, state and federal permit application fees, actual construction work, labor, materials, landscaping,



architectural fees, etc.) are the sole responsibility of the Permittee. Note that prevailing wages and contractors insurance may be required depending on the nature of the work. Ordinary and everyday maintenance, such as minor repairs to the wiring, plumbing and structure, may be performed by the Permittee utilizing properly licensed and insured contractors, after notice to, and confirmation in writing from DCR Parks and Long Term Permits and Leases departments.

- c. All improvements to the Premises shall immediately become the property of the DCR with the exception of personal property or equipment of the Permittee which can be removed without damage to any structure on the Premises.
- d. Any damage to any structure on the Premises or surrounding area caused by the installation or removal of an improvement by the Permittee shall be repaired to a condition satisfactory to the DCR at the Permittee's sole expense.

#### 8. ADVERTISING; MARKETING

- a. All on-site signage is subject to prior written approval of DCR Office of External Affairs.
- b. Permittee's advertising and marketing (signs, circulars, brochures, letterhead, print, radio, television and internet and oral (e.g. voice mail recordings) representations) shall:
  - i. Refer to the Premises as the "Blue Hills Location 1 or 2"; and
  - ii. Acknowledge that the Premises are Commonwealth of Massachusetts parklands under the care and control of the DCR regarding use and management of the area and facilities; and
  - iii. Not misrepresent in any respect the facilities provided or the status or condition of the Premises.
  - iv. Use approved graphics provided by DCR External Affairs.
- c. The Permittee shall withdraw any advertising or desist from any promotional activity, upon request from the DCR, should the DCR determine that such advertising or promotional activity is inappropriate.
- d. The DCR retains the right to refer to the facilities on the Premises in any advertising or promotional activity as its own. At the request of the DCR, the Permittee shall provide a bulletin board or other area for DCR information.
- e. Advertising on vending machines or other leased equipment shall be kept to a minimum and require pre-approval by DCR's External Affairs Department.
- f. The Permittee shall post the names and prices of products sold on the Premises on printed signs or within the machines. Handwritten signs shall be kept to a minimum and used for specials or daily changeable notices.

#### 9. ACCOUNTING REPORTING

- a. All income of any nature related to the business of the Permittee at the Premises should be immediately and properly recorded using an auditable sales system (paper or electronic) provided by the Permittee. Permittee shall also maintain a journal or log which records the daily sales of all types taking place on the Premises and volume of patronage. Such reports shall be made available to DCR upon request.

- b. Permittee acknowledges that such information may become a public record and subject to public disclosure as well as subject to review by DCR and Commonwealth agencies authorized to review DCR activities. The Permittee shall make all of the accounting books and supporting records of its business activities, relating to the management, operation and maintenance of the Premises, available for analysis and duplication by representatives of the DCR, or Commonwealth agencies authorized to review DCR activities upon request by DCR's Chief Financial Officer or Director of Contracts and Administration. Permittee shall comply with all audit-related requests and requirements of DCR, the Offices of the Inspector General, the State Auditor, the Attorney General, Commonwealth Administration and Finance, or any other authorized Commonwealth of Massachusetts agency.
- c. The Permittee shall pay all expenses incurred in providing the above described reports.

#### 10. TAXES

The Permittee shall be responsible for prompt payment of any and all applicable federal, state and local taxes, including but not limited to the Massachusetts state meals tax, personal property taxes, as levied on the operations conducted or equipment used under the exercise of this Permit. Failure to make timely payment of taxes or other amounts due for which Permittee is responsible shall be considered a material breach of this Permit.

#### 11. OWNERSHIP; CORPORATE STATUS

The Permittee shall promptly notify the DCR of any changes in ownership or corporate status, corporate name or any significant change in its officers, managers or partners. Permittee shall maintain its corporate status with all applicable state and local authorities and agencies.

#### 12. INDEMNIFICATION

- a. The Permittee shall assume all risk in connection with any and all activities that it engages in on the Premises, and shall be solely responsible and answerable in damages and any other equitable remedies for all accidents or injuries to all persons or property caused by Permittee's activities. The Permittee shall at no time be considered an agent or representative of the DCR or the Commonwealth. The Commonwealth shall not be liable for any costs incurred by the Permittee arising under the Permit
- b. The Permittee shall be responsible for the protection of its own assets and property and those of the DCR. The Commonwealth shall not be responsible for property of the Permittee or of the Permittee's contractors, agents, representatives, employees, guests and invitees.
- c. The Permittee shall be responsible for its actions and the actions of its contractors, agents, representatives, employees, licensees, guests, and invitees. The Permittee shall indemnify, defend, and hold harmless the Commonwealth, including the DCR, its agents, officers, and employees, for any and all injuries, losses, claims, actions, damages, liabilities, costs, or expenses, including without limitation attorneys' fees and costs (collectively, "claims") to the extent such claims arise out of any act, failure to act, or occupancy of the Premises and its appurtenances by the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, unless said claims arise solely

out of or are solely the result of the gross negligence or willful, wanton, or reckless conduct of the DCR or its employees.

- d. The Permittee further expressly agrees not to make any claims against the Commonwealth or DCR for any injury, loss, or damage to persons, including bodily injury or death, or damage to property or in connection with compliance with any existing law arising out of the Permit or the occupancy or use of the Premises by the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, unless said claim solely arises out of or is the result of the willful, wanton, or reckless conduct of the DCR and its employees.
- e. The indemnification obligations set forth in this Permit shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Permittee, its officers, employees, representatives, agents, contractors, subcontractors, servants, permittees, and invitees, or by any other person acting for or by permission of the Permittee. DCR shall have the right to review and approve how any claims against DCR in relation to this Permit are defended, including settlement thereof.
- f. The obligations of the Permittee under this section shall survive the revocation, expiration, or termination of this Permit with respect to claims which arose prior to such revocation, expiration or termination.

### 13. INSURANCE

- a. The Permittee shall carry insurance at a minimum in the types and amounts as described in this section of the Permit at its own expense:
  - i. General Commercial/Public /Products Liability Insurance. The Permittee shall carry appropriate public liability insurance as to third persons and claims based upon the services provided with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and a minimum of Two Million Dollars (\$2,000,000.00) in the aggregate, or such higher amounts of liability insurance coverage as DCR shall reasonably require from time to time. DCR does not carry insurance.
  - ii. Insurance for Commonwealth/DCR Property. The Permittee shall furnish proof of property damage (e.g., fire, vandalism, structure, etc.) insurance for the Premises and Commonwealth and DCR equipment in the minimum amount of Five Hundred Thousand (\$500,000.00) or such higher amounts of liability insurance coverage as DCR shall reasonably require from time to time. This insurance must be primary and noncontributory. DCR does not carry insurance
  - iii. Fire and Casualty Insurance. The Permittee shall carry fire and casualty liability insurance for its own equipment and inventory in the minimum amount of Fifty Thousand Dollars (\$50,000.00) or such higher amounts of liability insurance coverage as DCR shall reasonably require from time to time
  - iv. Additional insurance. The Permittee should carry any additional insurance that is prudent considering the operation and obligations of the Permittee (e.g. Motor Vehicle, Officers and Directors, Business Loss, Fraud, Vandalism, Molestation, Comprehensive Crime, Garage Keepers, Maintenance and Cure, Flood, Wind, Hail, etc.)

- v. The Permittee shall if necessary purchase and provide proof of additional endorsements that: 1) name the Commonwealth of Massachusetts, Department of Conservation and Recreation as an additional named insured for liability on the commercial and all risk policies; and 2) provide 30 days' written notice to DCR prior to cancellation (10 days for non-payment).
- b. Certificates of Insurance issued by an insurer or insurers qualified to do business in the Commonwealth with a current A.M. Best's rating of no less than A, Class VI or higher or an equivalent Standard & Poor's rating of AA+/- or higher shall be provided to the following DCR offices prior to the execution of this Permit:

E-mail: [dcr.permits@mass.gov](mailto:dcr.permits@mass.gov)

Certificates of Insurance must include a site reference. Failure to maintain said policies of insurance for the entire Term shall be deemed a material breach of the Permittee's duties under this Permit.

#### 14. HAZARDS, HAZARDOUS SUBSTANCES; REPORTING SYSTEM

- a. The Permittee shall periodically inspect all areas used by the public in and around the Premises for the presence of unsafe or hazardous conditions (including but not limited to dangerous trees and hanging limbs) and shall promptly remedy such conditions when found and shall promptly report the conditions to the DCR. The Permittee shall develop an accident reporting system and shall ensure that all employees understand and comply with said system. A description of this accident emergency system shall be submitted for review and approval by the DCR. The Permittee shall make and preserve records of all accidents, emergencies and administration of medical aid on Premises.
- b. The Permittee shall provide proper signage identifying the company name, address, and contact information for inquiries and emergencies. Permittee shall provide updated company emergency contact information to DCR's Office of Long-Term Permits and Leases, the DCR Regional Director and District Manager.
- c. The Permittee shall not use, release, discharge or spill hazardous substances or chemicals or materials that cause undue harm to persons or the environment, including but not limited to oil, cleansers, pesticides, and contaminated food related items.
- d. Only those materials approved and registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on the Premises. Material Safety Data Sheets and other label instructions shall be strictly followed in the preparation and application of pesticides and other hazardous substances and disposal of excess materials and containers. Any and all applications shall be duly licensed by the Commonwealth and any other applicable local, state or federal agency or entity. The burden of compliance and knowledge of all applicable laws lies with the Permittee as an operator of a business requiring such compliance.

#### 15. ACCESS AND INSPECTION

The Commonwealth, its agents, employees, permittees, licensees, guests and invitees shall be given full and unrestricted access to and upon the Premises at all times during the Term of this Permit to inspect the Premises and to inspect the operations and equipment of the Permittee.

## 16. MARKERS, MONUMENTS AND BARRIERS

The Permittee shall take reasonable precautions to protect any public land survey monuments, public land boundary markers, and private property barriers or corners, where marked. In the event that any such markers or monuments are disturbed or destroyed, the Permittee shall give notice to DCR immediately and take appropriate action to re-establish them in accordance with specifications of the town or county surveyor, or the DCR, or any other authorized entity (e.g., Massachusetts Historical Commission).

## 17. TERMINATION

- a. In the event the Permittee fails to comply with any term of this Permit, such failure shall constitute a material breach, and shall automatically suspend any further duty of performance on the part of the DCR. This Permit may then be terminated by DCR upon Seven (7) calendar days' notice in writing to the Permittee.
- b. The Permittee may be granted the right to cure any condition causing a material breach by commencing efforts to cure such condition within Five (5) business days of receipt of notice. If the condition cannot be cured within Five (5) business days, the Permittee must provide written notice to DCR requesting additional time. The grant of additional time is within the sole discretion of the DCR Commissioner.
- c. Upon termination of this Permit, the Permittee shall cease all activities associated with this Permit, and shall promptly remove its property from the Premises. The Permittee shall return the Premises to its clean and undamaged conditions to the satisfaction of DCR.

## 18. PERMITTEE IS A LICENSEE

- a. The relationship of the Permittee to the Commonwealth of Massachusetts and the DCR is that of a licensee to a licensor. Nothing herein contained shall create or be construed or implied as an agency relationship or legal partnership between the Permittee and the DCR.
- b. The Permittee covenants that it will conduct itself consistent with such status, that the Permittee shall not hold itself out as nor claim to be an officer or employee of the Commonwealth or the DCR and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Commonwealth including but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- c. As a licensee, the Permittee may enter and use the Premises solely for those purposes herein contained. Any use of the Premises by the Permittee that is inconsistent with the terms herein shall be deemed a material breach of the Permittee's rights and obligations under this Permit and shall constitute grounds for termination of this Permit. The Permittee acknowledges that this Permit does not confer any rights in real property (i.e., leasehold or easement) to the Permittee.

## 19. ASSIGNMENT AND SUBLETTING

- a. The Permittee shall not assign, sublicense, transfer or otherwise dispose of its responsibilities or of any right, interest or use of the Premises covered by this Permit without the prior non-electronic written consent of the Commissioner of DCR. Any

such disposition without the written consent of the DCR shall constitute a material breach of this Permit.

- b. The DCR shall not be obligated to recognize any right of any person or entity to any interest in this Permit or to any rights, equipment, structures, or property of the Permittee at the Premises. Any unapproved transfers or assignments of rights under this Permit are void *ab initio*. There are no third-party beneficiaries to this Permit.
- c. The Permittee may not enter into any agreement with any entity or person except employees of the Permittee to exercise substantial management responsibilities for operation of the Premises without the prior non-electronic written consent of the Commissioner of DCR.
- d. In the event of any unapproved or prohibited assignment, sub-license, transfer or encumbrance by the Permittee, or in the event of any default of its obligations to persons or entities which are not a Party to the Permit, such person or entity shall not be deemed to have acquired operating rights, privileges to operate at the Premises or to any real property of the DCR.

#### 20. WAIVER

No waiver of any term, condition or covenant of this Permit, by either Party at any time, shall be deemed a waiver at any time thereafter of the same provision or of any other provision contained herein or of the strict and prompt performance thereof.

#### 21. FORCE MAJEUR

Neither Party shall be liable to perform its responsibilities under this Permit when such failure is due to war, riot, insurrection, and/or other catastrophe (excluding financial hardships) beyond the control of the Parties.

#### 22. MERGER CLAUSE

The provisions of this Permit and any attachments shall collectively constitute the entire agreement between the parties for the use of the Premises. Any prior or contemporaneous oral or written statements that alter, contradict, or are in addition to the terms of this Permit or any attachment are void and without effect.

#### 23. FORUM

Any actions arising pursuant to or arising out of this Permit shall be governed by the laws of Massachusetts without regard to its conflict of laws principles. Should it become necessary to enforce the terms of this Permit in an administrative proceeding or in a court of competent jurisdiction, the Permittee shall pay all reasonable attorneys' fees of DCR.

#### 24. SEVERABILITY

If any provision of this Permit, or portion of such provision, is deemed invalid or unenforceable, the remainder of this Permit shall continue in full effect.

#### 25. EXHIBITS

All exhibits attached to this Permit are incorporated herein by reference and become part of this Permit. The exhibits are intended to be used to clarify the terms of this Permit. In the

event there is an irreconcilable conflict between the terms of this Permit and those contained in any exhibits, the terms contained in this Permit shall supersede.

26. MODIFICATION OR AMENDMENTS

Modifications or amendments to this Permit shall be in non-electronic writing and duly executed by both Parties hereto to be effective.

27. NOTICE

Any notice given pertaining to this Permit shall be sent in writing, by hand-delivery or first class mail, to the following representatives of the Parties:

If to DCR:  
DCR General Counsel, and  
DCR Long Term Permits and Leases  
10 Park Plaza 6<sup>th</sup> Floor  
Boston, MA 02116  
Tel: 617-626-1250  
E-Mail: [dcr.permits@mass.gov](mailto:dcr.permits@mass.gov)

PERMITTEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. SIGNATORIES

By signing below, the signatories each acknowledge that they have read the foregoing conditions and provisions and that each is duly authorized to sign on behalf of and bind the respective entities set forth below.

<p>DEPARTMENT OF CONSERVATION AND RECREATION</p>   <p>_____</p> <p>Brian Arrigio, Commissioner</p>	<p>_____</p>   <p>_____</p> <p>Name of Permittee</p>
---	---



Date: _____	_____ Permittee's Signature Date: _____
-------------	---

EXHIBITS

Exhibit A – Premises Map and Photos

Exhibit B – Description of Specific Services

Exhibit C – Additional Compensation

Exhibit D – Additional Contact Information

Exhibit E – Corporate, LLC or Partnership Approval

Exhibit F – Certificate of Insurance (updated yearly)

## ***Attachment F – CONSTRUCTION GUIDE***

### **MAJOR CONSTRUCTION ON STATE BUILDINGS AND FACILITIES**

*(This is just a guide; other requirements may have to be met depending on several factors)*

#### **1. Initial Project Submittal:**

- a. Contact DCR (Long Term Permits and Leases/Legal) DCAMM (Real Estate/Legal/Office of Planning, Design and Construction) in writing. These are state buildings whether leased or permitted.
- b. Send complete information to the Commissioner, cc: Office of Long Term Permits and Leases and DCR Planning and Engineering (Director). Explain the entire project; include any schematics, materials information, and requests for as-built plans from DCR or DCAMM records; including method of prosecuting work and/or a scope of work.
- c. If there is no reply from DCR or DCAMM, the project or work should not go forward. If you do have project approval, you may proceed to obtain the following:

#### **2. Additional State Permitting Approvals:**

- a. Apply for a DCR Construction Access Permit. This can take up to sixty (60) days so apply early. This information will be circulated to DCR Engineering, Planning and Resource Protection, and Park Operations staff to ascertain their input and involvement.
  - b. State Building Permit. Prepare a state building permit application to the Mass Department of Public Safety (DPS), Building/Engineering Inspectors, if any alteration of a building or structural work is proposed. This process will include approval from local wire and plumbing inspectors (local designee for state boards) if you are working on any electrical or plumbing systems. Please be aware that DPS approval may require additional improvements such as accessibility and fire systems.
- c. Wetlands. if you are near a waterway, wetland, pond, lake, etc., contact the local conservation commission (they are the local designees of the Mass Department of Environmental Protection (DEP)).
- d. Cultural/Historic/Archeologic. The Massachusetts Historic Commission approval (especially if any excavation is planned, whether it's a fence post or a new wall) is required. DCR may be able to assist with filing of a Project Notification Form to the MHC on your behalf.
- e. Natural Heritage and Endangered Species Protection: a filing and approval may be needed if you are near a forest, stream or habitat of any type (turtles, certain insects, birds, fish, etc.).

### 3. Other Considerations to keep in mind:

- Volunteer construction work should be considered carefully. Prevailing wage, worker's compensation insurance, property insurance and bonds for performance and payment will usually be required when a state property or building is involved. Consider getting advice from contractors, architects and other professionals. Contractors should be properly licensed and experienced; engineer's plans should contain their stamp; architects should be registered. Consider fair or required procurement methods (for municipalities, M.G.L. c. 30B is required) carefully.
- Consider having a written contract (not just an estimate or proposal) with anyone doing work on the building. Your contractors have to provide insurance certificates that cover risks associated with their work and carry the permittee/lessee, DCR, and the Commonwealth as an additional insured for liability. Contractors should be licensed and qualified to do the work contemplated. Consider performance and payment bonds for large projects. Subcontractor liens will not be valid against the Commonwealth or DCR.
  - What's Major? It depends on what you are doing; dollar amount is not the only threshold and may include changes to team/locker rooms, indoor structures if electrical and plumbing or any wall changes are contemplated. For whatever you might consider minor work (e.g., installing shelves on certain types of walls, moving doorways, installing closets or appliances, etc.). Please check with Long Term Permits and Leases staff before you build or modify anything.
- Be sure that you are in compliance with your lease or permit requirements; that is: all payments if any due are paid; all reporting is up to date; updated insurance is on file with DCR; and you have complied with any repair or capital project plans in any lease or permit.

#### SOME RELEVANT MASSACHUSETTS AGENCY WEB SITES:

Massachusetts Executive Office of Public Safety  
-Building Inspector/Building Code, Consumer Protection

<http://www.mass.gov/eopss/agencies/dps/>  
<http://www.mass.gov/eopss/consumer-prot-and-bus-lic/license-type/buildings/building-permit-application-forms.html>

<http://www.mass.gov/eopss/agencies/dps/state-inspector-districts.html>

Massachusetts Executive Office of Energy and Environmental Affairs –  
-Department of Environmental Protection (DEP), Water Resource Protection

<http://www.mass.gov/eea/waste-mgmt-recycling/water-resources/>

**-Department of Conservation and Recreation (DCR) – Construction Access**

<http://www.mass.gov/eea/agencies/dcr/>  
<http://www.mass.gov/eea/agencies/dcr/massparks/permits-rentals/dcr-permits.html#ConstructionandVehicularAccessPermits>

Massachusetts Natural Heritage and Endangered Species Program (NHESP)

<http://www.mass.gov/eea/agencies/dfg/dfw/natural-heritage/>

Massachusetts Historical Commission – DCR has a liaison to MHC

<https://www.sec.state.ma.us/mhc/>

LOCAL APPROVALS/TRADE WORK

Wire/Electrical Approvals

-Town and City Wire departments are usually the State Board designee

Plumbing Approvals

-Town and City departments are usually the State Board designee

Wetlands Protection, Outdoor Air Quality, Waterways

-start with DCR Planning and Resource Protection/Engineering Staff and local Conservation Commission

DCR BUREAU OF PLANNING AND RESOURCE PROTECTION AND  
ENGINEERING DEPARTMENT

Raul Silva, Deputy Chief Engineer

Department of Conservation and Recreation

251 Causeway St., Ste. 600, Boston, MA 02114

Tel: 617-626-1250; ext 1392; E-Mail: [raul.silva@mass.gov](mailto:raul.silva@mass.gov)

Sean Casey, Director, Construction Access Permitting and Accident Recovery

Massachusetts Department of Conservation and Recreation

251 Causeway St., Ste. 600, Boston, MA 02114

Tel: 617-626-1444; E-mail: [sean.casey@mass.gov](mailto:sean.casey@mass.gov)

DCR Construction Access Permits available here:

<http://www.mass.gov/eea/agencies/dcr/massparks/permits-rentals/dcr-permits.html>

or search for “DCR Construction Access Permits”

## **ATTACHMENT G – DCR DISCLOSURES**

### **Abatements**

All Proposers are hereby notified that weather and other events may adversely affect the number of visitors to the Premises.

Consequently, DCR will not issue or allow self-directed abatements for weather-related diminutions in business income or for any event not in the control of the DCR. DCR will not guarantee numbers of visitors, types or numbers of events, parking, access, or lack of competition at the Location.

Proposers should not rely on past season data (i.e., previously scheduled special events) for projections of any future operating profits or expenses. Security considerations and closures imposed by authorized law enforcement, state or federal emergency management agencies, or the office of the Governor shall not be an accepted basis for abatement.

DCR does not guarantee full use of the entire park at the Location.

All food concessions require clean-up and set up. DCR will not abate proposed fees to accommodate any washing, painting, cleaning, repairs or other work required to set up the Premises for business. Proposers should take into account the expense of set up, purchase, and cleaning of all operation elements (grease traps, filters, exhaust fans, drains) of the Premises.

Permittee is responsible for maintenance of all fans, grease traps, drains, exhaust fans, sliding or rolling windows, screens, restaurant equipment. Permittee is encouraged to use equipment that is compatible with existing gas, oil, water and electric services. DCR will not expend funds to install new equipment, service lines, fans, alarms, etc.

DCR may consider proposals that take into account startup expenses for new business entities or non-profits, i.e., after meeting the minimum fee required, proposed compensation can increase over time to account for startup expenses.

All proposals shall be deemed to have been made by the Proposer with full knowledge and understanding of the existing Premises conditions.

These Location is being offered on an “as is” basis and unless otherwise indicated, excluding any equipment that is owned or leased by the prior operator and not owned by DCR.

DCR will only make repairs to the infrastructure (roof, floors, and doors) of the Premises if funds are available and to the extent required for safety and security of the Premises.

If Permittee is found to have caused or allowed any damage to go unrepaired leading to an infrastructure repair, Permittee may be held responsible for the cost of such repairs.

### **Outfitting and Construction**

All proposed work to the existing Premises must be pre-approved by DCR's Engineering Department. Permittee shall propose any work estimates, contracts and drawings or schematics to DCR Engineering for pre-approval. Additional applications and permits may be needed from state building inspectors, DCR, and other state and local authorities. Permittee shall submit copies of the applications to DCR prior to filing with the applicable authority. All approvals will be in writing from DCR's Boston Engineering Office. Verbal approvals from DCR staff shall not be sufficient and shall have no effect.

### **Conflict of Interest**

Any Proposer that is currently providing goods or services to the Commonwealth or DCR as a vendor, consultant, contractor or subcontractor, employee, or in any other capacity, should disclose such relationship and all such projects or contracts to DCR, along with and the Proposer's plan to address and resolve such conflicts of interest, if any. The DCR reserves the right, in its sole discretion, to request additional information from a Proposer on potential conflicts of interest and to limit or prohibit the participation of any Proposer due to any conflict of interest. To the extent that M.G.L. c. 268A may be applicable, the Proposers and their officers, agents and employees shall be fully responsible for ensuring their compliance with the requirements of said chapter 268A. Proposers should also disclose whether any of its staff are currently Commonwealth or DCR employees, consultants or contractors.

### **Mandatory Terms and Conditions; Permit Issuance**

To commence operations, the Permittee must receive and sign a duly issued Permit (Exhibit E).

### **No Personal Liability**

No staff or employee of the Commonwealth or DCR shall be charged personally by the Proposer with any liability under any term or provision of the RFP.

### ***Acknowledgements and Conditions***

- a. The Proposer acknowledges that it has received and read the RFP and other attachments to the RFP, and the terms thereof are incorporated by reference in its Proposal. The Proposer agrees that if its Proposal is accepted, the Proposer will enter into a Permit Agreement with DCR in substantially the same form as the draft Permit Agreement attached to the RFP.
- b. By submission of its response to this RFP, the Proposer authorizes DCR to contact any and all parties having knowledge of the Proposer's operations and financial history, and hereby authorizes all parties to communicate such knowledge or information to DCR.
- c. This Proposal constitutes a firm offer. A certified copy of the Proposer's corporate resolution or other proof of authority to make this Proposal as a firm offer must be attached. This offer shall be held firm and open for a period of one (1) year, effective beginning the date proposals are opened.
- d. Proposers are advised to base their proposal only upon the matters contained in this RFP and in any written clarifications (via addenda or answers to proposers' questions) issued by DCR. Any questions about the proposal must be submitted in writing prior to the scheduled deadline in the RFP. Only questions, which in DCR's sole judgment materially affect the

RFP, will be clarified in writing by DCR. Only such written clarifications to the RFP or the RFP document itself can be relied upon in the preparation and submittal of proposals.

- e. Any costs or expenses incurred in the development of a proposal in response to this RFP will be borne entirely by the Proposer.
- f. The information provided in this RFP and any subsequent addenda or related documents is provided as general information only. DCR makes no representations or warranties that the information contained herein is accurate, complete or timely. The furnishing of such information by DCR shall not create any obligation or liability whatsoever, and the Proposer expressly agrees that it has not relied upon the foregoing information and that it shall not hold DCR liable.
- g. By submission of its proposal, the Proposer acknowledges that from and after the Permit commencement date, the sole basis for the right to operate the Premises as specified in this RFP is by award of a Temporary License and ultimately the full Permit Agreement.
- h. DCR is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of DCR and the general public, and not because of any legal requirement to do so. The Proposer acknowledges DCR's right to accept or to reject any or all proposals, to withdraw or amend this RFP at any time, to initiate negotiations with one or more Proposers, to modify or amend with the consent of the Proposer any proposal prior to acceptance, to waive any informality to effect any agreement otherwise, all as DCR in its sole judgment may deem to be in its best interest.
- i. **Non-Collusion Provision.** The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other *unrevealed* person or entity. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

#### **Proposal Documents - Confidentiality/Public Records**

- j. Proposals and records submitted in connection with proposals are public records and will be produced upon request, unless they fall within an exemption to the definition of a "public record" as set forth in G.L. c. 4, section 7(26).
- k. In accordance with public safety needs, DCR policy, or with DCR's determination in its sole discretion as to the best interests of the public, DCR reserves the right to modify and/or completely withdraw, at any time subsequent to the posting of this RFP, the Location specified herein, including changing or eliminating the Location, programming, marketing opportunities, uses, special events, etc., that will be allowed. DCR is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Commonwealth, DCR and the general public. DCR has the right to accept or to reject any and all proposals, to withdraw or amend this RFP at any time, to initiate negotiations with one or more Proposers, to modify or amend with the consent of the Proposer any proposal prior to acceptance, and to waive any formality, all as the DCR in its sole judgment may deem to be in its and the public's best interest. The decision of the Commissioner of DCR is final. No costs of responding to this RFP or any addenda, including, but not limited to, the preparation of other documents or attendance at meetings in connection with this RFP, shall be reimbursed by DCR.

**ATTACHMENT H-EXECUTIVE ORDER 619**

No. 619: Eliminating the Purchase by the Executive Department of Single-Use  
Plastic Bottles

**DATE:** 09/21/2023

**ISSUER:** Governor Maura Healey

**MASS REGISTER:** No. 1506

WHEREAS, climate change is adversely affecting the people of Massachusetts and poses a threat to public health, the well-being of our communities and families, and our state's economy and infrastructure;

WHEREAS, combustion of fossil fuels is a primary cause of greenhouse gas emissions that cause climate change;

WHEREAS, the production of plastic bottles relies on fossil fuels, and most plastic bottles are made from petroleum-based polyethylene terephthalate in refineries that run on fossil fuels;

WHEREAS, plastic pollution has resulted in harm to communities in Massachusetts;

WHEREAS, by some estimates Americans throw away about 2.5 million plastic bottles every hour;

WHEREAS, plastic pollution harms wildlife across Massachusetts, including in our ocean ecosystems;



WHEREAS, purchasing single-use plastic bottles instead of utilizing less harmful alternatives is inconsistent with the Healey-Driscoll administration's climate policy;

NOW, THEREFORE, I, Maura T. Healey, Governor of the Commonwealth of Massachusetts, by virtue of the authority vested in me by the Constitution, Part 2, c. 2, § I, Art. I, do hereby order as follows:

Section 1. Definition of "single-use plastic bottle." As used in this Executive order, a "single-use plastic bottle" refers to a beverage in a sealed rigid plastic bottle having a capacity of 21 fluid ounces or less.

Section 2. Effective immediately, all executive offices and agencies of the executive department shall stop purchasing single-use plastic bottles in favor of less harmful alternatives.

Section 3. No later than December 31, 2023, all executive department offices and agencies shall submit to the Operational Services Division and the Office of Climate Innovation and Resilience a summary of the steps they have taken to (i) halt the expenditures of state funds for the purchase of single-use plastic bottles and (ii) reduce the sale or re-sale of single use plastic bottles on state owned property.

Section 4. Each office and agency shall take all appropriate steps to limit the purchase, use, or sale of single-use plastic bottles to only those circumstances: (i) when no alternative is available or practicable; (ii) when necessary to protect health, safety, and welfare; (iii) when compliance with this Order would conflict with contract requirements or labor agreements in existence as of the effective date of this Order or agreements solicited before the effective date of this Order, and (iv) to prepare for or respond to an emergency. In addition, each office or agency shall provide for disability or accessibility related accommodations in its planning efforts.

Section 5. All Massachusetts quasi-public authorities and boards are encouraged to adopt their own plans to eliminate their purchasing and sale of single-use plastic bottles.

Section 6. This Executive Order shall take effect immediately and shall continue in effect until amended, superseded, or revoked by subsequent Executive Order.